



**DIRECTOR,
MAHARASHTRA FIRE & EMERGENCY SERVICES,
GOVERNMENT OF MAHARASHTRA
“UDYOG SARATHI” OFFICE OF THE FIRE ADVISER,
MAROL ANDHERI (EAST), MUMBAI- 400 093**

REVISED TENDER DOCUMENT

Tender Number: /File –

For

SUPPLY OF ANCILLARY FIRE FIGHTING EQUIPMENTS

RATE CONTRACT FOR THE PERIOD OF

2 YEARS

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INVITATION FOR TENDER

**DIRECTOR,
MAHARASHTRA FIRE & EMERGENCY SERVICES,
“UDYOG SARATHI” OFFICE OF THE FIRE ADVISER,
ANDHERI, MAROL, MUMBAI- 400 093**

On behalf of the Government of Maharashtra, the Director, Maharashtra Fire & Emergency Services, Government of Maharashtra, “Udyog Sarathi” office of the Fire Adviser, Andheri, Marol, Mumbai- 400 093 invites sealed tender offers (Technical and Commercial) from eligible manufacturers or their Authorised Dealer for Supply of Ancillary fire fighting equipments for the use of various Urban Local Bodies, Special Planning Authorities, State Govt. Organisations, Enterprises, Companies in the State of Maharashtra under Rate Contract in the State of Maharashtra as specified in the Schedule below for approving the Rate Contract valid upto 2 years from the date of issue

1. The tender Form alongwith tender document is available on Website <http://maharashtrafireservices.org>. This can be downloaded. The filled tender form shall accompany a crossed Demand Draft for Rs. 10,000/- of any nationalized bank drawn in favour of the **Fire Advisor to Government of Maharashtra**, payable at Mumbai at par as tender fee without which tender will be taken as incomplete and shall not be considered. The D.D. shall be kept in separate envelope, Summary of the tender notice is as follows:

Tender Reference	MFS/RC-5/2011
Tender Fee	Rs. 20,000/-
Earnest Money Deposit (EMD)	Rs. 5 Lakhs through Demand Draft from Nationalised Bank.
Security Deposit (SD) (Only in case of a Successful Bidder)	Rs. 50 Lakhs through Bank Guarantee from Nationalised Bank. As specified in BID Security Form-BSF (Annexure - K)
Availability of Tender Form and Tender Document	FROM : 24/01/2011 at 11 .00 AM UP to : 25/02/2011 at 14.00 PM Extended up to 30 th March 2011 at 11.00 pm

Pre-bid Conference date & place	On 28/02/2011 at 11.30 hrs Office of the Director, Maharashtra, Fire Services State Fire Academy, Hans Bhurga Marg, Vidyanagri, Santacruz (East), Mumbai - 400 098 Extended _ Revised date 25 th March at 11..00 am
Last Date, Time and place for receipt of Bids	07/03/2011 at 13:00 hrs in the office of the Director, Maharashtra Fire Services, State Fire Academy, Hans Bhurga Marg, Vidyanagri, Santacruz (East), Mumbai - 400 098 Extended up to 30 th March 2011 at 13.00 pm
Time and Date of Opening of the Technical Bid	07/03/2011 at 15:00 hrs in the office of the Director, Maharashtra Fire Services, State Fire Academy, Hans Bhurga Marg, Vidyanagri, Santacruz (East), Mumbai - 400 098 Extended - Revised dates 30 th March 2011 at 13.30 pm
Time and Date of Opening of the Commercial Bid of qualified agencies.	14/03/2011 at 15:00 hrs in the office of the Director, Maharashtra Fire Services State Fire Academy, Hans Bhurga Marg, Vidyanagri, Santacruz (East), Mumbai - 400 098 Extended - Revised dates 6 th April 2011 at 13.30 pm
Address of Communication	Office of the Director, Maharashtra Fire Services, State Fire Academy, Hans Bhurga Marg, Vidyanagri, Santacruz (East), Mumbai -400 098
Contact Person and Telephone Numbers	Mr. Kiran Hatyal , 08108077791 (M) 022-26670438; 26660287 <i>Sr. Instructor, State Fire Academy, Mumbai</i>
Time limit for completion of work	60 Days

2. Offer should remain valid for 180 days from the date of opening of the commercial offer.
3. The Director, Maharashtra Fire & Emergency Services reserves the right to accept or reject any tender offer without assigning any reason thereof.

4. Quantity mentioned in the Tender document is projected, however, the quantity may vary as per the actual requirement which may pl. be noted.
5. All the aforesaid items will be purchased on rate contract basis, for supply and installation at any location in ULB's, District headquarters / Taluka places, Area under Special planning Authorities or any other place in the State of Maharashtra. The rate contract shall be valid for the period of 2 years.
6. Tender Notice is available on <http://maharashtrafireservices.org>. Website.
7. Additional details, if required may be obtained from undersigned, during office hours on working days.

Dated: DD/MM/YYYY

Director, Maharashtra Fire &
Emergency Services

INSTRUCTIONS TO TENDERERS

GENERAL CONDITIONS:

1. TENDER FORM AND TENDER FEE:

The tender Form alongwith tender document is available on Website <http://maharashtrafireservices.org>.. This can be downloaded. The filled tender form shall accompany a crossed Demand Draft for Rs. 20,000/- of any nationalised bank drawn in favour of “**Fire Adviser to the Government of Maharashtra**”, payable at Mumbai at par as tender fee without which tender will be taken as incomplete and shall not be considered. The D.D. shall be kept in separate envelope, which will be kept inside technical offer envelope.

2. EARNEST MONEY:

Vendors are required to give Demand Draft of Rs.5 Lac (Rupees five Lakhs) as Earnest Money Deposit of any nationalised bank drawn in favour of “**Fire Adviser to the Government of Maharashtra**”, payable at Mumbai along with their offer. Offers, made without EMD, will be rejected. The Demand Draft must be of a **Nationalized Bank and should be in favour of Fire Adviser to the Government of Maharashtra**.

No other mode of payment will be granted to any contractor for paying the Earnest Money Deposit (EMD) offers without the EMD shall stand for outright rejection without assigning any reason thereof.

Unsuccessful Tenderers EMD will be returned within 90 days after the expiry of the period of tender offer validity prescribed by the purchaser.

The successful Tenderers EMD will be discharged on executing the Contract and furnishing the Security Deposit.

The EMD may be forfeited:

- a) If a Tenderer withdraws its tender during the period of bid validity or
- b) In case of a successful Tenderer, if The Bidder fails:
 - i. To execute the agreement / contract within 14 days from the date of the issue of the Letter of the Intent.
 - ii. to submit Security Deposit as specified in the terms and conditions

3. BIDDERS:

Reputed and experienced Manufacturers/ dealers in the field of Ancillary Fire fighting equipments, will be eligible. **Sub Contracting for any work related to this contract is not allowed.**

4. ELIGIBILITY

The Purchaser is looking for proven products - Based on this objective, the bidder shall have to satisfy following criteria:

- a) The bidder should be a registered company and the date of incorporation should be more than 5 years before the last date of submission of bids. The bidder should have a workshop and service facility in Maharashtra. The Companies Incorporation certificate along with the address of the workshop shall be submitted.
- b) The bidder shall have not less than **3 Crores** of Turnovers in India during each of the last 3 calendar year for manufacturing of Ancillary Firefighting equipment. A certificate from the Statutory Auditor to this effect shall be submitted along with the Profit and Loss Accounts statement. **The above mentioned Turnover should be exclusively out of relevant product which purchaser intents to buy**
- c) The bidder shall be in the business of manufacturing/dealing Ancillary Fire fighting equipments, for at least three years. The purchase order having the date earlier than 3 years before the last date of submission of bids shall be submitted.
- d) The bidder should have manufactured / supplied at least 300 sets of Ancillary Fire fighting equipments in the last 3 years. Proof towards the same has to be submitted.
- e) It shall be profit making for last three years. The bidder shall submit its balance sheet along with the Profit and loss account statement for the last three years.
- f) The bidder should furnish the satisfactory completion certificate from at least 10 Government/ ULB's/SPA's / Multinational organizations, Mega Projects, for carrying out of similar work. The details have to be given as per **Annexure - E.**
- g) The bidder should not have been blacklisted by any Government , ULB's/SPA's/ Multinational organizations/ Mega Projects . It is mandatory to submit Self declaration of the company in this regard in the format given in

Annexure U. If the bidder is blacklisted during the currency of the RC, it will be deemed cancelled and without any need to issue any notice.

Notwithstanding anything stated above, the Purchaser reserve the right to assess The Bidder's capability (Financial, Technical and Manpower) and capacity to perform the contract in any other manner, should circumstances warrant such as assessment, in the overall interest of the Purchaser.

5. **METHOD OF SUBMISSION OF TENDER FORM**

The two bids system shall be followed, means offers shall have Technical and Commercial Offers separately in two separate sealed envelopes superscripted with Technical and commercial offers. However Demand Drafts of EMD & Tender Document Fees should be submitted in separate envelop. However, all these envelops may be put in another larger envelope, sealed and superscripted with the Tender Reference Number and Name of Tenderer

The sealed envelopes must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Name of Tenderer

6. **ENVELOPES:-**

ENVELOP - I

- i. Earnest Money Deposit of a Value of Rs. 5 Lacs. Demand Draft of Rs. 5 Lac (Rupees five Lakhs) as Earnest Money Deposit of any nationalised bank drawn in favour of "**Fire Adviser to the Government of Maharashtra**", payable at Mumbai
- ii. **ii) Non refundable fee** of Rs.20,000/- in the form of crossed Demand Draft drawn in favour of the **Fire Adviser to the Government of Maharashtra**, Mumbai, payable at Mumbai if the tender form is downloaded from the website.

ENVELOPE - II: (TECHNICAL OFFER):

The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for, **except prices**. It shall not contain any price information.

The T.O. shall have the list of items (Specification and Make Details) for which tender has been submitted.

For example, the Technical Offer shall mention that warranty for three years is included in the Commercial Offer, without showing the actual amounts against the T.O.

The **Technical Offer** must be submitted in an organized and neat manner and numbered. No documents, brochures, leaflet, etc. shall be submitted in loose form.

The Technical Offer shall be submitted in duplicate.

The format for submission of Technical Offer is as follows:

- i) Index
- iii. Tender Offer Form (**Annexure B**) duly filled in.
- iv. **Documents Establishing Tenderer's Eligibility and Qualifications**
The Bidder shall furnish, as part of its tender offer, documents establishing The Bidder's eligibility to participate in the tender and its qualifications to perform the Contract.
 - iv) The documentary evidence of The Bidder's qualifications to perform the Contract, shall establish to the Purchaser's satisfaction that The Bidder is eligible as per the criteria outlined in the Qualification Requirements (QCR). The list of documents to be submitted has been mentioned in the prequalification compliance sheet given at Annexure-C.
 - v) Requirements detailed out in **Technical Specification Form Annexure-A**
 - vi) All the Annexure duly filled and signed by authorized signatories.
 - vii) **Technical Documentation** (Product Brochures, leaflets, manuals etc) to proof towards the compliance of requirements given at **Annexure-A** All products quoted should be associated with specific model numbers and names along with printed literature describing the specifications and functionality.

The following information should be furnished along with the Technical Offer by means of printed technical brochures and filling required information in Technical Details Form:

- a) Make and model numbers of all the items quoted for

- b) Printed product brochures of all items quoted with full for technical specifications.
- c) Any departure from the printed specifications should be clearly identified in the **Annexure-A** under the title 'Deviations' to the offer document
- viii) Products that will be supplied free and the ones that will be charged for should be clearly indicated. Restriction on usage, if any, should also be mentioned.
- ix) Warranty Offer details, as per Clause No. 25 of the “Terms & Conditions of Contract” (Except price)
- x) Letter for acceptance of all Terms and Conditions of the tender document.
- xi) Power of Attorney in favour of the person signing the bids.
- xii) Manufacturer's Quality Assurance System document should be submitted along with tender.

ENVELOPE-III (COMMERCIAL OFFER):

ENVELOPE -III:- The Commercial Offer must be given in a sealed envelope. It must give all the relevant price information and should not contradict the technical offer in any manner. The Price Schedule (PS) must be filled in completely, without any errors, erasures or alterations.

The offer should be put in separate sealed envelope superscribed with following information.

- i. Tender Reference Number
- ii. Commercial Envelope for item

Tenderer should submit their prices only in the **Price Schedule Annexure** given in the tender. Price quoted other than the bid form shall be liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations. Tender should quote **all-inclusive** Price i.e. inclusive of Supply, of Ancillary Fire fighting equipments, taxes and duties and 3 Years Warranty, etc.

7. SUSPENSION & CANCELLATION OF RC

On finding any deviation from the specification or violation of any condition of the tender/ contract, RC shall be suspended till the final decision. As this is an urgent and emergent act and suspension is not a punishment, it will be issued to check the further supply of substandard goods and keep the gravity and

complexity of the problem under control. Thereafter, the show cause notice will be issued to all concerned to take final decision. On enquiry if goods supply is found away from the RC specification/substandard the RC of that product will be cancelled and other appropriate action shall be taken.

The aggrieved party may approach to the DIRECTOR, MFES. Decision of the DIRECTOR, MFES shall be final.

8. SPECIFICATIONS OF EQUIPMENT:

The technical specifications of the equipments specified in the **Annexure-A** are the minimum requirements of the purchaser. The Bidder shall provide the technical specifications of the equipments or product quoted by him for which specifications have not been given.

A Pre-Bid conference of all the intending Tenderers will also be held at the scheduled date and time as indicated in the Schedule of the Tender. Intending Tenderers will be allowed to suggest suitable modifications in the Technical Specifications indicated in **Annexure-A** so that the Government of Maharashtra is able to take the benefit of the latest advances in technology that are constantly taking place in the industry. The Purchaser will communicate such changes in specifications that are acceptable to all the intending Tenderers who have purchased the bid document from the Purchaser. Only such changes that will be communicated will become binding on all The Bidders.

9. Definitions

In this tender document and associated documentation, the following terms shall be interpreted as indicated:

- a) "The Purchaser" means
 - i) Director, Maharashtra Fire & Emergency Services, Govt. of Maharashtra.
 - ii) Urban Local Bodies (ULB's)
 - iii) Special Planning Authorities (SPA's)
 - iv) State Govt. Undertakings, Enterprises, Organizations or Companies.
- b) "The Bidder" means the eligible manufacturers who bids or offers the goods and services against this invitation for tender.

- c) "The Vendor" means The Bidder with whom the Purchaser has entered into a Rate Contract against this tender.
- d) "Agency" Means an agency who has been selected as per the process stipulated in this Bid document/ Tender document
- e) "The Contract" means the agreement entered into between the Purchaser and The Bidder, as recorded in the DRAFT CONTRACT FORM signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- f) "The Contract Price" means the price payable to the Bidder under the contract for the full and proper performance of its contractual obligations;
- g) "The Goods" means all the equipment, machinery, and/or other materials which The Bidder is required to supply to the Indentor under the Contract;
- h) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable, such as installation, commissioning, provision of technical assistance, training, on-site comprehensive warranty, annual maintenance and other obligations of The Bidder covered under the Contract.
- i) "Consignee" means the officer authorized by the Government of Maharashtra for receiving goods and services at the place where the equipment has to be supplied and installed;

10. LOCATIONS FOR SUPPLY OF GOODS AND SERVICE

This tender is being floated by the Director, Maharashtra Fire & Emergency Services, and Government of Maharashtra. The Ancillary Fire fighting equipments being procured through this tender shall be installed and commissioned at any location in Mumbai, District headquarters, Taluka places or any other location in Maharashtra, as may be specified by the purchaser.

11. SOURCES OF FUNDS

The Purchase Order for the equipment will be placed by the respective offices under the State Government (hereinafter called the "Purchaser") where the equipment is to be supplied and installed or services to be provided. The **Purchaser** will be responsible for making the payments for the goods supplied or services rendered.

12. SPECIFICATIONS OF EQUIPMENT:

The technical specifications of the equipments specified in the **Annexure-A** are the minimum requirements of the purchaser. The Bidder shall provide the technical specifications of the equipments or product quoted by him for which specifications have not been given.

A Pre-Bid conference of all the intending Tenderers will also be held at the scheduled date and time as indicated in the Schedule of the Tender. Intending Tenderers will be allowed to suggest suitable modifications in the Technical Specifications indicated in **Annexure-A** so that the Government of Maharashtra is able to take the benefit of the latest advances in technology that are constantly taking place in the Fire fighting industry. The Purchaser will communicate such changes in specifications that are acceptable to all the intending Tenderers who have purchased the bid document from the Purchaser. Only such changes that will be communicated will become binding on all The Bidders.

13. SOFT COPY OF TENDER DOCUMENT:

On request, the purchaser will make available a soft copy of the Tender Document on the media provided by the interested Tenderer. There is no separate charge for obtaining such copy. However, the Purchaser shall not be held responsible in any way for any errors / omissions / mistakes in the soft copy. The Bidder is advised to check the contents of the soft-copy for correctness against the printed copy of the tender document /copy uploaded on website. The printed copy of the tender document/ copy uploaded on website shall be treated as correct and final, in case of any deficiencies or deviation in the soft copy.

14. ERASURES OR ALTERATIONS AND SIGNING OF TENDER OFFERS

The original and a copy of the contract / Tender Offer shall be typed or written in ink and shall be signed by The Bidder or a person or persons duly authorized in writing to bind The Bidder to the Contract. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. All pages of the Tender Offer, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender Offer. This will be in two different envelopes.

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by The Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.

15. COMPLETENESS OF TECHNICAL OFFER

Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable and shall be liable for rejection.

16. ALTERNATIVE OFFERS: One tender should contain only one product option. Any Tenderer wishing to offer the Purchaser other alternative should submit separate details for that alternative along with all the necessary documentation for each option. Each option should be complete in all respects and should not require cross-referencing with any other option from the same Tenderer.

17. COSTS & CURRENCY

The offer must be given in Indian Rupees only, inclusive the following:

- Cost of the equipment
- Installation and commissioning charges
- Warranty charges
- Transportation and Forwarding charges to the site
- Insurance to cover equipment up to installation of equipment at the respective sites and handing it over to end-user.
- All taxes and levies except Octroi.

18. OCTROI EXEMPTION CERTIFICATES

The Purchaser will provide necessary Octroi/ CESS ON ENTRY OF GOODS/ LOCAL BODY TAX Exemption certificates, if demanded. If such an exemption certificate is not produced then the same shall be borne by the Purchaser

19. FIXED PRICE

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies except Octroi. No price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.

Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales", etc. will be treated as being at variance and shall be liable for rejection.

20. INFORMATION ABOUT BID PROCESS

For the smooth bid process, the information regarding bid process shall be displayed both on website and on the notice board of the Director, Maharashtra Fire & Emergency Services as and when required. All the prospective bidders are suggested to take cognizance of the same.

21. SUBMISSION OF TENDER OFFERS;-

21.1

PRE- BID MEETING:-

THE PRE BID MEETING SHALL BE HELD IN THE PRESENCE OF COMMITTEE CONSTITUTED BY GOVT. FOR RATE CONTRACT.

21.2

BIDDER SHALL SUBMIT THE TENDERS IN 3 ENVELOP SYSTEM,
ENVELOP - 1 = SEPARATE DEMAND DRAFTS FOR EMD & TENDER FEES
ENVELOP - 2 = TECHNICAL BID WITH ALL DOCUMENTS AS MENTIONED IN
ENVELOP - 3 = COMMERCIAL BID

Sealed Tender offers shall be submitted to the Director, Maharashtra Fire & Emergency Services at the address specified above not later than the time and date specified in the invitation for Tender offers. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

The Director, Maharashtra Fire & Emergency Services may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Telex, cable or facsimile offers will be rejected.

22. PERIOD OF VALIDITY OF BIDS

i. The bids shall be valid for a period of "180 Days " from the closing date for submission of the bid. A Bid valid for a shorter period may be rejected as non responsive. Till completion of the validity period, unless the bidder withdraws his bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his bid.

ii. In exceptional circumstances, at its discretion, Maharashtra Fire & Emergency Services, Maharashtra may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email).

23. LATE TENDER OFFERS

Any tender offer received by the purchaser after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

24. TENDER OPENING

These tenders shall be opened before the members of committee constituted by Govt. for Rate contract. Minimum 3 members should be present including the Director, MFES. Presence of Committee Member from the Finance Dept. is essential. The bids will be opened in the presence of representatives of the bidder(s) (if they are present). The Director, Maharashtra Fire & Emergency Services, Maharashtra will open the 'Technical' bids and list them for further evaluation. The 'commercial bid' covers shall be listed and shall not be opened until the evaluation of the 'Technical bid'. The commercial bids of only those bidders who qualify in technical evaluation will be opened.

Director, Maharashtra Fire & Emergency Services, reserves the right at any time to postpone or cancel a scheduled **tender** opening.

25. MODIFICATION AND WITHDRAWAL OF OFFERS

The Bidder may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the closing date and time prescribed for submission of offers. No offer can be modified by The Bidder, subsequent to the closing date and time for submission of offers.

26. PRELIMINARY SCRUTINY

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

This office will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. Only qualified Tenders will be considered for further process.

The Director, MFES, reserves the right to waive any minor infirmity or irregularity in a tender offer, if he finds it is in the interest of the Government. The decision in this regards of the Director will be final and binding on all Tenderers.

27. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the tender process, the Purchaser, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by The Bidder. In such cases, original copy of the document describing the technical clarifications must be sent to the Purchaser by means of courier / in person within 07 days.

28. DELIVERY PERIOD: - The delivery period will be 4 months from the date of issue of supply order. Each consignment of the order has to be completed within 4 months from the date of supply order. For delivery, the contractor should intimate the respective “**Purchaser**” through email, telex/fax, telephone and or any other mode of communication

29. COMPENSATION FOR DELAY

The delivery period is 4 months, from the date of supply order, The contractor should intimate about the delivery schedule to the respective “**Purchaser**” through email, telex/fax, telephone and or any other mode of communication

In case Vendor fails to meet the above delivery schedule / period, compensation for delay in completion of contract agreement will be recovered at the rate of Rs.1000/- per day/ per set, limited to 20% of the Tender value

30. PRE QUALIFICATION CUM TECHNICAL EVALUATION PARAMETERS

FOR SUPPLY OF ANCILLARY FIRE FIGHTING EQUIPMENTS

Criteria	Particulars	Equivalent Marks
1	Manufacturing capacity & efficiency based on supporting documents;	55
1.1	Experience in the field of Manufacturing / supply of Ancillary Fire fighting equipments	15
	Grade 1 3 -5 years 2 5-7 years 3 7-9 years 4 9 years and above	5 7 10 15
1.2.	Satisfactory Performance certificate, from State Government / ULB's /SPA / MNC's & Mega Projects for execution of similar type of Job specified in this tender document	10
	Grade 1 10 certificates 2 > 10 - 12 certificates 3 > 12 - 15 certificates 4 > 15 certificates	3 5 7 10
1.3	Manufacturing / Supply of Ancillary Fire fighting equipments in last 3 years	15
	Grade 1 300 sets - Ancillary Fire fighting equipments (qualification criteria)	5

Criteria	Particulars	Equivalent Marks
	2 > 300 - 350sets - Ancillary Fire fighting equipments	7
	3 > 350- 400 sets - Ancillary Fire fighting equipments	10
	4 > 400 sets - Ancillary Fire fighting equipments	15
1.4	Manufacturing / Supply of Ancillary Fire fighting equipments in last 3 years supplied to ULB's/ SPA /MNC's/ Mega Projects in the state of Maharashtra	15
	Grade	
	1 100 sets - Ancillary Fire fighting equipments	5
	2 > 100 - 125sets - Ancillary Fire fighting equipments	7
	3 > 125- 150 sets - Ancillary Fire fighting equipments	10
	4 > 150 sets - Ancillary Fire fighting equipments	15
2	Financial Capabilities	15
	Average Annual Turnover for the last 3 years	
	Grade	
	1 INR 3 crores (qualification criteria)	5
	2 > INR 3 crores	7
	3 > INR 4 crores	10
	4 > INR 5 crores	15
3	Manufacturing facility in the state of Maharashtra	20
	Period:-	
	1 3 -5 years	05
	2 5-7 years	10
	3 7-9 years	15
	4 9 years and above	20

Criteria	Particulars	Equivalent Marks
4	Testing facilities As per ISI Standards	5
	1 Yes	5
	2 No	0
5	Quality Certifications ISO : 9001:2000	05

31. SHORT-LISTING OF TENDERERS

The commercial offers of only such Tenderers will be opened who have met the prequalification criteria and have scored more than 60 marks in technical evaluation.

32. PRICE COMPARISONS

The Purchaser will evaluate Commercial Offers of only short listed technically qualified Tenderers. After opening Commercial Offers of the short-listed Tenderers, if there exists any discrepancy between words and figures, the amount indicated in words will be considered.

33. AWARD CRITERIA

- i) Rate Contract, will be awarded to The Bidder who's Commercial Offer has been determined to be the lowest evaluated offer. However, those **Tenderers whose evaluated Commercial Offers are within 10% of the lowest evaluated offer would also be awarded Rate Contract at the lowest evaluated offer**, provided they are willing to enter into the contract at the awarded rates.

The commercial offers are the strictly on the basis of price competitiveness and the declaration given by the bidders of their manufacturing capacity of delivering the number of fire tenders in one year. Each consignment of the order has to be completed within 4 months from the from the date of issue of supply order as per the clause no.28 of general conditions of the tender.

For timely execution of work Second Lowest (L2) or Third Lowest (L3) or thereof bidders may be considered for awarding the works, if their prices are within the range of 10% higher than the lowest bidder. It shall be obligatory

- ii) However, it is the discretion of the purchaser to choose vendor/vendors to place purchase order, which cannot be challenged.
- iii) Raising any objection by the vendor/s over the selection of the vendor by the purchaser amounts to violation of the terms & conditions of the contract for which vendor will be liable for penal and other actions. The degree of action will be decided by the Director, Maharashtra Fire & Emergency Services.
- iv) The lowest rates for Additional items and consumables will be the rate for them under this RC and it will be obligatory upon the vendor to make the supply at this rate. On refusal of the supply, the RC of the company will be cancelled, Security Deposited will be forfeited and other appropriate action will be initiated.

34. RIGHT TO ALTER ITEMS

The Purchaser reserves the right to delete tendered items, and also The Purchaser reserves the right to make change in specifications of any items.

35. PURCHASER'S RIGHT OF DECISION

The Purchaser reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the purchaser's action.

NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason thereof. The Purchaser reserves the right to make any changes in the terms and conditions of the Purchase. The Purchaser will not be obliged to meet and have discussions with any Tenderer, and / or to give a hearing on their representations.

36. CORRUPT OR FRAUDULENT PRACTICES

The Purchaser requires that The Bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- ii) Any document favouring Tenderer seen in the concern file which has not been submitted officially and following the procedure, both The Bidder and the public official will be considered to be indulged in to the corrupt practice and fraudulence.
- iii) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract as well as legal action shall be initiated against the concerned.
- iv) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- v) The Purchaser will reject a proposal for award if it is prima-facie established that The Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- vi) The Purchaser will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that The Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

37. SIGNING OF CONTRACT

The successful Tenderer shall sign the agreement (DRAFT CONTRACT FORM) within seven days from the date of the issue of the Letter of Intent. Director, Maharashtra Fire & Emergency Services reserves the right to grant an extension of another seven days on satisfaction of the circumstances and reasons given. On failure of execution of the agreement by the successful Tenderer, E.M.D. furnished will be forfeited.

TERMS AND CONDITIONS OF CONTRACT

1. SECURITY DEPOSIT – CUM- PERFORMANCE GUARANTEE

Every successful Bidder shall furnish a Security Deposit within a period of seven days from the signing of the Contract as follows:

Security Deposit - cum- performance guarantee of Rs.50,00,000/- (Rs. Fifty Lakhs only) in the break up as provided below -

1. Security Deposit of Rs. **Rs.50,00,000/- (Rs. Fifty Lakhs only)**- The EMD worth Rs. 5,00,000/- provided by the successful Bidder shall be adjusted partly against the Security Deposit – cum – Performance Guarantee amount of Rs. 45,00,000/-. The EMD shall, on the signing of the Contract, be converted into a Security Deposit of Rs. 5,00,000/-

2. Security Deposit of remaining Rs. 45,00,000/- (Rupees Forty Five Lakhs only) - The remaining amount of Security Deposit - cum- Performance Guarantee i.e. Rs. 45,00,000/- (Rupees Forty Five Lakhs only) shall be provided in the form of a Bank Guarantee issued by any Nationalised bank in favour of “**Fire Adviser to the Government of Maharashtra**”, Mumbai. This Bank Guarantee shall be submitted in the format specified in **SECURITY DEPOSIT CUM PERFORMANCE GUARANTY FORM (Annexure K)** provided in the Tender Document.

The Security Deposit shall be refunded to the concerned Vendor after 3 months of expiry of the Contract or after 3 months of successful completion of the Purchase Order placed before the Vendor under the Contract, whichever is later, after deducting the penal amount, if any. The Security Deposit -cum- performance guarantee may be forfeited in case of violation of terms of the Tender. Vendors having any pending work with them or of those cases, if release under any dispute or contrivances shall not be entitled for the refund of Security Deposit or performance warranty.

2. QUALITY OF GOODS

The equipment/product must conform to the highest quality and standard. Vendor should guarantee that the items delivered to the purchaser are brand new. All tools/ motors/ machines must be supplied with their original and complete printed documentation and technical specifications and Test Certificates, if any. For imported items, the vendor should submit the import documents.

Consistency must be maintained for the entire lot of the Ancillary Fire fighting equipments. All the required items in schedule of requirement must be of the same brand and of the same or higher technical specification.

All the equipment should be supplied with the relevant Indian or international standards, where ever the standards are not in existence the decision of Director, MFES will be final.

3. INSPECTION

The Vendor will have to submit in detail Quality Control Procedures and standards adopted in the manufacturing process.

- ✚ The contractor should arrange the complete Inspection at Manufacturers OEM at site prior to delivery of Equipments, all the expenses should be borne by the supplier/ contractor
- ✚ Director, Maharashtra Fire Services or his authorized representatives will carry out the stage-wise inspection.
- ✚ Stage wise inspection will be carried out by three member's team authorized by Director, Maharashtra Fire Services.
- ✚ Contractor will abide the schedule of stage wise inspection well in advance.
- ✚ ALL Expenses of inspecting team members should be borned by the contractor.
- ✚ To and from expenses towards the traveling of the team members by minimum Railways AC- class II or Air Fare to the nearest destination and local transport and lodging and boarding of optimum standards from the journey place to the works will be borne by the successful bidder and the offer shall contain all such expenses.

The Ancillary Fire Fighting equipments will be delivered only after Final stage inspection is completed.

Stagewise Inspection

Advance notice of at least 1 week should be given by the contractor, however contractor must keep the Ancillary Fire fighting equipments ready for stage wise inspection before giving such notice, Office Of The Fire Adviser reserve the

right for carrying the immediate inspection after receiving such notice for inspection .

The stages of inspection will be as under:-

1st stage inspection	a) Structural Inspection of Ancillary Fire fighting equipments b) Testing of Ancillary Fire fighting equipments
2 nd stage inspection	a) Compliance of non conformities, if any b) Final Acceptance test and final Finishing, painting of the complete ancillary fire fighting set.

Pre-dispatch inspection will be carried out by the representatives of concerned authorities or as per the directives of Director, Maharashtra Fire & Emergency Services. For every such batch, the Vendor will notify to the Director, Maharashtra Fire & Emergency Services about the readiness of the Ancillary Fire fighting equipments / Inflatable emergency light for dispatch with a one week's notice. Testing of the pumps will be carried out at the manufacturer's premises. Inspections Marks may be made on the Ancillary Fire fighting equipments that is being tested. Only on the satisfaction after tests, the batch will be accepted for dispatch. The procedure of inspection will be finalized by the Director, Maharashtra Fire & Emergency Services in consultation with the successful Tenderer.

The vendor shall, formally report to the Director, Maharashtra Fire & Emergency Services the details including purchase order, corresponding number of Ancillary Fire fighting equipments dispatched, manufacturer's unique ID number on the Ancillary Fire fighting equipments and other such documents. The report in prescribed form shall be in both hard and soft copies. Ancillary Fire fighting equipments dispatched without such reports to Director, Maharashtra Fire & Emergency Services will be considered as violation of rate contracts and necessary action will be taken against the vendor as per Terms and Conditions of the contract even to the extent of debaring the vendor from participating in bids for the Government of Maharashtra for a period of one year.

On arrival of the Ancillary Fire fighting equipments at destination the purchaser or its representative shall have the right to inspect and / or test the equipments to confirm their conformity to the contract. If the pump or its performance is not as per specified conditions, the supplier shall take immediate remedial steps to satisfy the purchaser's representative.

All charges including travel and accommodation of the inspecting officers shall be borne by the supplier.

4. INSURANCE

Transit Insurance of the Ancillary Fire fighting equipments should done by the successful contractor. The Successful Contractor should insure the Ancillary Fire fighting equipments. Full comprehensive insurance to cover the fire & General Risk, while its transportation to the concern purchaser.

The Ancillary Fire fighting equipments should be insured by the contractor even at the time of fabrication at the factory premises. The Comprehensive insurance shall be initially for the period of 5 months and shall be extended time to time. Insurance shall be in the name of Director, Maharashtra Fire & Emergency Services. Insurance claims, if any should be settled by the contractor.

5. SPECIFICATIONS AND DRAWING

Considering the Specifications, **the drawings / leaflets / brochures should be submitted by the contractor at the time of submission of tender**, Director, Maharashtra Fire & Emergency Services or his representatives may suggest modifications to the drawings. However modified drawing should be submitted by the **contractors within 3 days** from the suggestion/discussion. Delay in submission of such drawings will be on account of contractor, OFFICE OF THE FIRE ADVISER will not be responsible for such delay. .

To ascertain the quality of the product the committee may demand for the sample of any or all items as mentioned in the Annexure – A

6. DEVIATIONS FROM SPECIFICATIONS

If any deviations from the above specifications are desired. The tender shall clearly state all such deviations while submitting his offer. Due consideration will be given to any special device of an attachment offered by The Bidder which is calculated to enhance the general utility of the Ancillary Fire fighting equipments or equipment.

7. WORKMANSHIP AND MATERIAL

Workmanship executed shall be of high order. All rivets and belts - holes shall be

drilled (not punched) and fitted with well fittings. All steel joints shall have a coat of approved paint on both surfaces before reverting or bolting or welding. All steel screws, bolts, nuts, rivets, etc. Shall be zinc coated or rust proofed by recognized process. All directions and instructions (oral or in writing) on all points relative to the mode or manner of carrying out the works or as to the nature and quality of materials used or workmanship executed whenever given by the Director, Maharashtra Fire & Emergency Services shall be received and complied with by the successful tenderer.

8. DELIVERY AND DELIVERY DOCUMENTS

After completion of work, free delivery of the Ancillary Fire fighting equipments should be given at the concerned ULB'S/SPA'S **Fire Stations in the State of Maharashtra**. Or as per the instructions of "Purchaser", without any **extra cost** for transportation. Delivery period should be specifically mentioned in the tender.

The contractor should intimate the respective "**Purchaser**" through email, telex/fax, telephone and or any other mode of communication. the details of the Ancillary Fire fighting equipments which will be delivered at the respective fire stations. These details include followings:-

1. Product Number, if any
2. Transit Insurance policy number
3. Any other invoice particular to the Ancillary Fire fighting equipments / Inflatable emergency light to be delivered.

9. ACCEPTANCE TEST

The contractor at the destination site, in the presence of authorized persons from the "Purchaser" or Director, MFES State /or its nominated officers, will conduct acceptance test of the Ancillary Fire fighting equipments delivered. The tests will involve trouble free operation of the Ancillary Fire fighting equipments under circumstances as envisaged by the "Purchaser". There should not be any additional charges payable by the Indentor for carrying out this acceptance test

10. COMPLETENESS OF CONTRACT

The contract will be deemed to be incomplete if the equipment fails in the acceptance test. In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence. The equipment will be accepted after complete commission and

satisfactory functioning of equipment for a minimum period of 10 days. The Warranty period will commence only on acceptance (based on acceptance test) **of equipment by the respective ULB'S/SPA'S Fire Stations in the State of Maharashtra**

11. OPERATIONAL TRAINING

The vendor will have to train two users for three days (full-time) for operation of all the equipment supplied and installed at his cost. The training will be as per the satisfaction of the client / end user.

12. FACILITY OF AFTER SALES SERVICE

The successful agency should have the facility to give after sales service in the state of Maharashtra and shall be responsible to give free service for the period of 3 years as per the maintenance scheduled. This includes spares, labour, material for Ancillary Fire fighting equipments body etc.

13. LIQUIDATED DAMAGES FOR DELAYED SUPPLY

If the vendor fails to deliver any or all of the equipment/product or does not perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Payable Amount, as liquidated damages, a sum equivalent to one percent of the price of the undelivered goods at the stipulated rate for each week or part there of during which the delivery of such goods may be delayed subject to a maximum limit of 10 percent of the stipulated price of the goods so undelivered. Such penalty is to be deducted always by the Purchaser from the bill of the firm.

Once the maximum of the damages above is reached, the Purchaser will forfeit the bank guarantee and may consider termination or the Contract. The Purchaser may agree to take another bank guarantee of the 10% of the contract value and give further extension.

14. TERMINATION FOR DEFAULT

- i. The purchaser may, without prejudice to any other remedy for breach of contract, by one week written notice of default sent to the Vendor, terminate the contract in whole or part:

- a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser or
- b) Serious discrepancy in supply of Goods, or its certification is noticed during the contract period.
- c) Breach by the tenders of any of the terms and conditions of the tender.
- d) If the Vendor goes in to liquidation voluntarily or otherwise.
- f) If the supplier fails to perform any other obligation(s) under the contract.
- g) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15. TERMINATION OF INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

16. FORCE MAJEURE

- a. The supplier shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to

perform its obligations under the contract as far as it reasonably particle, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

17. ORDER CANCELLATION

The Purchaser and also reserves the right to cancel the order in the event of one or more of the following circumstances:

- Serious discrepancy noticed during the pre-dispatch inspection, if any.
- Delay in delivery and installation beyond a period mentioned in the purchase order.
- Breach by the venders of any of the terms and conditions of the tender.
- If the Vendor goes into liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, the Purchaser reserves the right to forfeit the performance guarantee submitted to the Purchaser (in form of Bank guarantee) by the Vendor.

18. RISK PURCHASE

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the Purchaser reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the successful Vendor.

19. PAYMENT TERMS:

The cost of work carried out by the contractor shall be treated as inclusive of all taxes, duties and incidental charges and inclusive the cost of transportation and storage etc. The part payment shall be released as under:-

The cost of work carried out by the Vendor shall be treated as inclusive of all taxes, duties and incidental charges and inclusive of the cost of transportation and storage etc. The part payment shall be released as under:-

- a) Payment shall be made 100% against the delivery. However an amount of 5% Bank Guarantee against the order placed by the purchaser for that respective quantity shall be kept with the purchaser till the warranted period i.e. for the period of 3 years.

- b) The Bank Guarantee be released after NOC in respect to satisfactory performance of vehicle submitted by Purchaser in the state of Maharashtra or any officer authorized by the Director, MFS

The contractor will not be entitled to claim or make any payment against the proof of dispatch or part delivery of any item. No payment against railway or goods transport receipt through Bank will be entertained. Director, Maharashtra Fire & Emergency Services will not be responsible for any delay due to loss of time in transit and the contractor will be liable to pay compensation due to late completion of work as per terms of contract.

The successful tenderer will have to comply with the conditions given in the attached tender form and will have to enter into contract agreement form for the supply work as given in the form.

Payments shall be subject to any deductions (such as TDS etc.,) of any amount, for which the bidder is liable under the agreement against the Tender.

20. TAXES AND DUTIES

The Offer should be inclusive of all taxes, All applicable taxes, duties, etc. should be included in the offer itself. Tax elements included in the offer may be indicated in the covering letter. No extra payment will be paid on any ground, It is a duty of Contractor to ascertain for all applicable & prevailing taxes. The rates quoted by the contractor shall be deemed to be including all taxes MST, CST, VAT, Excise duty, Work contract Tax, Service Tax, etc. in force prevailing on the date of opening of tender. But excluding Octroi/ cess on entry etc.

WARRANTY

The complete equipments provided and erected on the Ancillary Fire fighting equipments under this contract shall be subject to an overall performance warrantee for a period of 36 months from the date of delivery of Ancillary Fire fighting equipments to the destination as prescribed. On expiry of the guarantee period the security deposit paid by The Bidder shall be released.

The contractor shall be responsible for the maintenance of the Ancillary Fire fighting equipments for any defects or damages due to bad workmanship or of any inferior material, accessories, apparatuses etc. The opinion of Director,

Maharashtra Fire & Emergency Services for the quality of workmanship and proper finish etc. shall be final.

To avoid hampering of the services the contractors shall be responsible to attend any call for manufacturing or defect in the Ancillary Fire fighting equipments within 48 hours however; defect should be carried out on Top Priority i.e. within 8 days failing which the Security Deposit shall be forfeited.

The warranty should cover the following:-

- a) The equipment/product should be repaired within 03 days, failing which a replacement should be given till the machine is repaired.
- b) The Vendor is expected to promptly attend the equipment as above. In order to provide an efficient service the Vendor must obtain the name, address, phone number & other contact details of the person in possession of the equipment. He will be required to keep this list up-to-date at all times.
- c) The Vendor will obtain written acknowledgment from the above person after each time the equipment is serviced. Such receipts will have to be produced to get the sign off for successful completion of the warranty period.

21. FREE MAINTENANCE SCHEDULE

Free maintenance should be done after every 6 months at the concerned fire station premises. Contractor should abide the free maintenance schedule, the maintenance should be done at the Concerned Fire Station Premises where the Ancillary Fire fighting equipments is delivered. Successful contractor should send the qualified technical person to carry out the following maintenance.

**Three months 6 free maintenance schedule for
Ancillary Fire Fighting Equipments**

SR. No.	MAINTENANCE
1	CHECK & MAINTAIN THE COMPLETE SET FOR SMOOTH OPERATION
2	CHECK & MAINTAIN THE WORKING, JOINTS, SLEEVES, HANDLES ETC

(1) REPEATED FAILURE

If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment by the Vendor at no cost to the purchaser.

(2) PENALTY FOR DOWNTIME

Any equipment that is reported to be down should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within 48 hours in major cities like Mumbai, Pune, Nashik, Nagpur, Amravati and Aurangabad and within 72 hours for all other places of supply in the state of Maharashtra. Public Holidays as declared by Government of Maharashtra are excluded for the above downtime calculation. The reporting will be through a telephonic message or any other mode as the Purchaser may decide.

In case Vendor fails to meet the above standards of maintenance, there will be a penalty of Rs. 500 per day.

In case the equipment / Ancillary Fire fighting equipments is still not repaired within a period of another 72 hours, the penalty will be charged at 5 (Five) times of the penalty shown above.

The temporary substitute machine or equipment should be replaced by the original machine or equipment duly repaired within one week, failing which the above penalty will be imposed for the number of days exceeding one week. These penalty charges will be deducted from the performance guarantee.

(3) PROTECTION AGAINST RISK OF OBSOLESCENCE

Vendor will make the spare parts for the systems available for a minimum period of three years from the time of commissioning.

(4) INDEMNITY

Vendor shall indemnify, protect and save the Purchaser and/or Indentor(s) against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the products supplied by him.

(5) PUBLICITY

Any publicity by the Vendor in which the name of the Purchaser and/or Indentor is to be used should be done only with the explicit written permission of the Purchaser.

(6) RESOLUTION OF DISPUTES

The Purchaser and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If after thirty days from the commencement of such informal negotiations, the Purchaser and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the Director, MFES Government of Maharashtra.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the Director, MFES Government of Maharashtra. In the case of non acceptance of the decision given by the Director, MFES Government of Maharashtra then the matter will be referred to the Secretary UD-2, Government of Maharashtra whose decision will be final and binding on both the parties.

(7) LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Mumbai courts only.

* * * * *

Annexure-A

NAME OF WORK: Supply of Ancillary Fire Fighting Equipments Unit Qty. –01 No. for the use of VARIOUS Urban Local Bodies/Special Planning Authorities, Govt. Organisations, companies, enterprises in the State of Maharashtra.

Sr. No.	Particulars	Quantity	Amount
1.	100 mm rubber suction hose in 2.5 mtrs. length with 100 mm suction hose GM couplings as per IS: 3549-1983	01 Unit	
2.	Suction collection head – 100 mm Suction inlet, GM 2 way as per IS:904:1983	01 Unit	
3.	Suction strainer for 100mm suction hose – brass as per IS: 907: 1984	01 Unit	
4.	Dividing breaching with control 63 mm instantaneous pattern – GM as per IS: 5131:2002	01 Unit	
5.	Collecting breaching 63mm instantaneous pattern – GM as per IS: 905: 1980	01 Unit	
6.	Suction wrenches for 100 mm suction hose couplings as per IS : 4643:1984		
7.	Combined key for hydrant cover and lower valve as per IS:910:1980	01 Unit	
8.	Hose straps as per IS: 5612:1977 part I	01 Unit	
9.	Branch with revolving head, GM, 63 mm size as per IS:906:1988	01 Unit	

10.	Nozzle plain of various sizes for 63 mm (12,19, mm) IS 903 – 1993	01 Unit	
11.	Foam branch – FB5X type with pick up tube, GM as per IS:2097:1983	01 Unit	
12	Hose bandages as per IS: 5612: 1977 part 2	01 Unit	
13	Rubber gloves as per IS 4770-1991 for 5000 Volts	01 Pair	
14	Canvas gloves with anti skid palm	01 Pair	
15	Firemen Axe as per IS: 926	01 Unit	
16	Suction adaptor GM 100 mm female x 63 mm male with lugs	01 Unit	
17	Adaptor 63 mm male to 38 mm female GM	01 Unit	
18	Adaptor 63 mm female to 63 mm female GM	01 Unit	
19	Selectable flow nozzle, made of aluminium alloy (hard anodized), light weight and easy handling having 63 mm size male instantaneous inlet. Nozzle shall have rubber moulded bumper and pistol grip handle, ball valve with shut off handle. Selectable flow capacity, nozzle flow rate settings of approx. 200-250-350-475-600 lpm at 7 kg/cm ² , with good range hollow jet, and dense fog in spray position and having a arrangement of low and medium expansion foam attachment.	01 Unit	
20	Branch pipe GM 63 mm male inlet as per IS: 903: 1993	01 Unit	

21	Cap hydrant Spindle	01 Unit	
22	Cap hydrant spindle new pattern	01 Unit	
23	Hose ramp (rubber) as per IS standard 20 ton capacity suitable for 2 lines	01 pair	
24	Nozzle spanner as per IS standard	01 Unit	
25	Canvas Bucket	01 Unit	

(To ascertain the quality of the product the committee may demand for the sample of any or all items as mentioned above.)

Rs. _____

1. * Rates should be The rates quoted by the Bidder shall be deemed to be including all taxes and levies such as, MST, CST, VAT, Excise duty, Work Contract Tax , Service Tax, duties, Transportation, Insurance, charges for inspection & testing , and any other incidental charges there off . Except Octroi/ CESS ON ENTRY OF GOODS/ LOCAL BODY TAX, etc .Please be note that the Payment will be made by “**Purchaser**” as the case may be,

2. No. Extra claim will be entertained for the Escalation of price due to any taxes or import duties imposed by the Govt.

Annexure B – TENDER OFFER FORM (TOF)

Tender Reference No.: _____
Date: _____ 2010

To: (Name and address of purchaser)

Gentlemen:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver

_____ (Description of goods and Services) in conformity with the said tender documents.

We undertake, if our tender offer is accepted, to commence delivery within _____ (Number) days and to complete delivery of all the items and perform incidental and supervisory services as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award / Letter of Intent.

If our tender offer is accepted we will obtain the guarantee of bank in a sum of 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 31 March, 2010 and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bond to accept the lowest or any offer you may receive.

Dated this ____ day of _____ 2010

Signature: _____

(In the Capacity of:) _____

Duly authorized to sign the tender offer for and on behalf of

Annexure C – Prequalification Compliance Form

S.No.	Eligibility Criteria	Documents to be submitted
1.	The bidder should be a registered company and the date of incorporation should be more than 5 years before the last date of submission of bids.	The Companies Incorporation certificate shall be submitted
2.	The bidder should have a workshop and service facility in Maharashtra.	The address of the workshop and service facility shall be submitted.
3.	The bidder shall have not less than 3 Crores of Turnover in India during each of the last 3 calendar year.	A certificate from the Statutory Auditor to this effect shall be submitted along with the Profit and Loss Accounts statement.
4.	The bidder shall be in the business of supplying Ancillary Fire fighting equipments for at least three years.	The purchase order having the date earlier than 3 years before the last date of submission of bids shall be submitted.
5.	The bidder should have manufactured / built at least 300 sets of Ancillary Fire fighting equipments (as mentioned in annexure- A only) in the last 3 years.	Copy of the work order / Performance certificate in support of supply shall be submitted. The date of work order shall not be earlier than 3 years before the last date of submission of bids.
6.	It shall be profit making for last three years.	A certificate from the Statutory Auditor to this effect shall be submitted along with the Profit and Loss Accounts statement.
7.	The bidder should furnish the satisfactory completion certificate from at least 10 Government ULB's / SPA/ MNC's for carrying out of similar work.	Satisfactory completion certificates from the clients
8.	The bidder should not have been blacklisted by any Government, ULB's / SPA/ MNC's	Self declaration of the company in this regard in the format given in Annexure U . If the bidder is blacklisted during the currency of the RC, it will be deemed cancelled and without any need to issue any notice

Annexure D - DETAILS OF TENDERER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr. No.	Item	Details
1.	Name of the Company	
2.	Mailing Address	
3.	Telephone and Fax numbers	
4.	Constitution of the Company	
5.	Name of the Managing Director	
6.	Turnover and profit of the company 2008-2010	
7.	Sales Tax Clearance Certificate (upto December 2008) attached	
8.	Valid Income tax clearance certificate attached	
9.	Whether direct manufacturer or authorized dealers	
10.	Name and address of Distributors /dealers / marketing agents	
11.	Location of Manufacturing facility	
12.	Manufacturing Capacity (Product –wise)	
13.	Licensed Capacity	
14.	Installed capacity	
15.	Equipped capacity for throughput	
16.	Actual Production / sales of quoted items during last two years	
17.	Brief Description of facilities for manufacturer, production, inspection, and testing and quality assurance.	
18.	Are you providing comprehensive post warranty to Organisations at Mumbai and other locations where you have supplied similar goods in the past? If yes then furnish details of such organizations	
19.	Are above past customer Organisations satisfied with the performance and quality of service rendered?	

Annexure E – Performance Statement

(for a period of last three years)

Tender Number _____

Name of the Firm _____

Order Number & Date	Order Placed by (Full Address of Purchaser)	Description & Quantity of ordered equipment	Value of order in Rupees	Date of Completion of Delivery		Remarks indicating for reasons for the late delivery if any	Has the equipment been satisfactory functioning
				As per Contract	Actual		

Date: _____

Place: _____

Signature of the tenderer

Annexure F – Declaration towards the production capacity

A declaration on the letterhead of the Company signed by the authorised signatory needs to be submitted mentioning the annual production capacity of Ancillary Fire fighting equipments

Annexure –G Annual sales Turnover calculation

(On Applicant's Statutory Auditor's letterhead)

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s----- and that the below mentioned calculations are true as per the Audited Financial Statements of M/s----- for the below mentioned years.

S.No.	Annual Sales Turnover Calculation	2008-2009	2007-2008	2006-2007
1	Total Sales as per the P/L A/c (A)			
2	Less: Custom and/or Excise Duty if included in Total Sales as per P/L A/c (B)			
3	Less: Sales Tax if included in Total Sales as per P/L A/c (C)			
4	Less: Any other statutory taxes if included in Total Sales as per P/L A/c (D)			
5	Less: Any other income from sources other than the normal business source if included in Total Sales as per P/L A/c (E)			

6	Annual Turnover (F) =(A)-(B)-(C)-(D)-(E)			
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Annexure – H Quality Certifications

S.No.	Certification	Copy Attached – Reference Number
1.		
2.		
3.		
4.		

Annexure I – Approach and Methodology

Please provide the following details

Delivery Methodology
<ol style="list-style-type: none">1. Understanding of requirement2. Methodology adopted from date of purchase till the date of delivery3. Detail of Setup and facility available for carrying out fabrication work
In House Testing facility & Methodology
<ol style="list-style-type: none">1. Details of in house testing facility available with the Company in their workshop with respect to Relevant Indian Standards and International standards.2. If required, Facility for Testing as per the IS standards as mentioned above, shall be ascertained by the 3 / 4 men committee3. The availability of in house testing facility as per Indian standards (BIS) , the bidder shall give declaration to that effect. At the time of inspection , if it is observed that such facilities either do not exist or those are inadequate the said bidder shall be outright black- listed
Training Methodology
<ol style="list-style-type: none">1. Training Methodology to be adopted for providing training to Client officials2. Number and Qualification of training resources available with the Company
Service Methodology
<ol style="list-style-type: none">1. The methodology for providing servicing and support post implementation

Annexure J – BID SECURITY FORM (BSF)

Whereas _____(hereinafter called "the Tenderer") has submitted its tender offer dated _____2010 for the supply of _____(hereinafter called "the tender")

KNOW ALL MEN by these presents that WE _____of _____(hereinafter called the Bank:) are bound upto _____(hereinafter called "the Purchaser") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its succesors and asssigns by these presents. Sealed with the Common Seal of the Said Bank this _____ day of _____2010

THE CONDITIONS of this obligation are :

1. If the tenderer withdraws its tender during the period of tender validity specified by the tenderer on the Tender Form ; or
2. If the Tenderer, having been notified of the acceptance of its tender by the purchaser during the period of tender validity :
 - (a) fails or refuses to execute the DRAFT CONTRACT FORM if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____ 2010 and any demand in respect thereof should reach the Bank not later than the above date

(Signature of the Bank)

Annexure K - DRAFT CONTRACT FORM (CF)

AGGREEMENT MADE this _____ day

Two thousand _____

Between _____

_____ (hereinafter called "the Contractor") of the one part and the Government of Maharashtra (hereinafter called "the Government") of the other part.

WHEREAS the contractor has tendered to the Government for supply to the Director, Maharashtra Fire & Emergency Services, Government of Maharashtra (hereinafter called "The Director") of the articles specified in the schedule A (attached) as per delivery instructions given in the acceptance of tender at the respective prices or rate mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the contractor has deposited with the Director the sum of Rs. _____

(Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____, which will hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Director may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Director which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.
3. Upon the determination of this agreement whether by effluxion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the contractor but without interest and after deducting

therefrom any sum due by the contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of the date of delivery of materials but not withstanding herein or in the tender and acceptance forms contained the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.
5. In witness whereof the said _____ hath set his hand hereto and Director, Maharashtra Fire & Emergency Services, Government of Maharashtra has on behalf of the Government of Maharashtra affixed his hand and seal thereto the day and year first above written.
6. Notices in connection with the contract may be given by the Director, Maharashtra Fire & Emergency Services, Government of Maharashtra or any person authorized by the Director.
7. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned the Supplier hereby covenants with the Purchaser to provide the goods and Services and to remedy defects therein conformity in all respects with the provisions of the Contract.
8. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
9. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the goods in accordance with the conditions mentioned in the A/L, the Director, Maharashtra Fire & Emergency Services, Government of Maharashtra shall at his option be entitled either:
 - (a) to recover from the contractor as agreed liquidated damages or by way of penalty a sum not exceeding $\frac{1}{2}$ % of the price of the stores which the contractor has failed to deliver as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears, or
 - (b) to purchase elsewhere, after giving due notice to the contractor on the amount and at the risk of the contractor the goods not delivered or others of a similar description (where other exactly complying with the particulars are not in the opinion of the Director, Maharashtra Fire & Emergency Services, Government of

(c) Maharashtra which shall be final readily procurable) without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

10. In the event of action to be taken under (a), (b) or (c) the contractor shall be liable for any losses which the Director, Maharashtra Fire & Emergency Services, Government of Maharashtra, may sustain on that account. The recovery on account of agreed liquidated damage or by way of penalty under (a) above will be made by deducting the amount in the bills and the recovery of any loss, which the Director, Maharashtra Fire & Emergency Services, Government of Maharashtra may sustain under (b) & (c) should be made good by a credit note within the stipulated period for the purpose.

Mumbai

Witness :

CONTRACTOR

1.

2.

For Director, Maharashtra Fire & Emergency Services

On behalf of the Governor of Maharashtra, Mumbai.

Annexure L – PERFORMANCE SECURITY FORM (PSF)

To:

(Name of Purchaser)

WHEREAS _____(Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. _____ dated, _____2010 to supply _____(Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of _____(Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2012

Signature and Seal of Guarantors

Date _____

Address: _____

Annexure M – CERTIFICATE OF COMPLIANCE

CERTIFIED that I / we,

Have read and understood the contents of the tender documents completely and will comply with the same. No issue will be raised by us in respect of the points already clarified in the text of the tender.

Annexure N – UNDERTAKING

I/We hereby declare that in the formation of our company, either by way of partnerships or consultant, no Fire Advisor's office Ex-Employees has been an enrollment of the company.

It is further certify that the ex-employee of Fire Advisor's office who has joined the company has completed 2 years from his date of resignation from Fire Advisor's office or from date of retirement from Fire Advisor's office.

Annexure O – DEFECT LIABILITY & RETENTION MONEY

The defect liability & Retention money period is of 36 months from the date of supply of the Equipments. 6 % of the tender cost will be kept with OFFICE OF THE FIRE ADVISER or the Concerned Authorities of ULB's as retention money towards defect liability. 2% will be released after the end of 1st Year from the date of receipt of delivery of the Equipments. Similarly, the 2% each will be released at the end of 2nd year and third year respectively.

DATE :

PLACE :

Signature of the Contractor

Director,
Maharashtra Fire & Emergency Services
Govt. of Maharashtra

INFORMATION ABOUT ANNEXURES

MOST IMPORTANT:-

Following Statements must be completed, filled-in by the contractor, in full without which his offer may not be considered.

1. Schedule of make of the material items **ANNEXURE 'Q'**

2. List of important works carried out/ works under **ANNEXURE 'R'**
Execution by the contractor

3. Break up of prices for main items. **ANNEXURE 'S'**
.

4. Technical Compliance sheet **ANNEXURE 'T'**

5. Detail CAD Drawings of the Ancillary Fire fighting equipments

6. Statement of important deviation from OFFICE OF
THE FIRE ADVISER's requirements, if any

ANNEXURE P: IMPORTANT DIRECTIVES

Stage wise Inspection of the fire water tender will be carried out by the Chief Fire officer & Fire Adviser, OFFICE OF THE FIRE ADVISER or his authorized representatives. Agency/Contractor is responsible for any indistinctness, if the work is carried out without the stage wise inspection by the authorized representatives of OFFICE OF THE FIRE ADVISER Fire Deptt.

ANNEXURE Q: MAKES OF MATERIALS

Contractor should clearly specify the make & Standards for the following

- Makes of the material should be clearly specified for Ancillary fire fighting equipments

ANNEXURE - R

List of important works carried out / works under
Execution by the contractor

Sr. No.	Date	Particulars of works	Clients	Amount of contract	Date of completion	Remarks
------------	------	-------------------------	---------	-----------------------	-----------------------	---------

ANNEXURE – S

BREAK UP OF PRICES (PER UNIT) FOR MAIN ITEMS ONLY

This is to be returned in original along with the Tender in ENVELOPE-III (Commercial Offer) alongwith Schedule - PS

- | | | |
|-----|--|----------|
| 1. | Basic Price | .. |
| 2. | Excise duty | .. |
| 3. | Factory Price | .. |
| 4. | VAT/CST | .. |
| 5. | G.S.T | .. |
| 6. | Market Price | .. |
| 7. | Octroi (if applicable) | |
| 8. | Work contract Tax | |
| 9. | Insurance | .. |
| 10 | Freight | .. |
| 11. | Packing/forwarding charges | .. |
| 12. | Quoted price. | |
| 13. | Overheads of the contractor | .. |
| 14. | Service Tax | |
| 15. | Final prices quoted to OFFICE OF THE FIRE ADVISER. | |

(in words:- _____)

ANNEXURE T: Technical Compliance Sheet

This Technical compliance sheet should be submitted by the bidder along with Technical bid in the Technical Bid Envelope

Sr. No.	Particulars	Compliance from Bidder
1.	BODY CONSTRUCTION	
2.	PRIMER	
3.	INSURANCE	
4.	DELIVERY PERIOD	
5.	FACILITY FOR TESTING & INSPECTION AS PER THE IS STANDARDS (If required the same can be ascertained by the 3 men committee)	
6.	COMPANY SET UP & SERVICE BACK UP IN MAHARASHTRA FOR LAST 3 YEARS (If required the same can be ascertained by the 3 men committee)	
7.	FACILITY FOR AFTER SALES SERVICE	
8.	MAKES OF MATERIALS	Separate sheet is enclosed
9.	WORKMANSHIP AND MATERIAL	
10.	MAINTENANCE GUARANTEE	
11.	GUARANTEE	
12.	TERMS OF PAYMENT	
13.	TAXES & DUTIES	

14.	EXPENSES FOR STAGE WISE INSPECTION	
15.	VALIDITY	
16.	COMPENSATION	
17.	IF ANY CLARIFICATION ON ANY POINT REQUIRED FROM OFFICE OF THE FIRE ADVISER, PL. SPECIFY.	

ANNEXURE U – SELF DECLARATION

(Declaration on Stamp Paper)

Tender Reference Number

Date:-

To,

Director,

Maharashtra Fire & Emergency Services, Government of Maharashtra

In response to the tender No.-----dated-----of Ref.-----
----- as an owner/Partner/Director of-----, I/We hereby declare that
our Company/ Partnership Firm/ Organization ----- is
having unblemished past record and has not faced compensation claims due to sub-
standard workmanship or has not met with legal suit from the Govt. or the Semi-Govt.
depts. or has not been penalized in Govt. dept..

I/ We understand that suppressing of any information would lead to prosecution under
the relevant acts. I/We also understand that Maharashtra Fire & Emergency Services,
Maharashtra can take appropriate action if incorrect or incomplete information regarding
the same is provided by us which may lead to rejection of our bid or appropriate legal
proceedings or both.

I/we also understand that I / we will not be eligible to claim reimbursement of expenses,
financial damages caused by loss of the contract.

Name of the Tenderer:-

Signature:-

Seal of the Organization:-

