



**DIRECTOR,
MAHARASHTRA FIRE SERVICES,
GOVERNMENT OF MAHARASHTRA
STATE FIRE ACADEMY,
HANS BHURGA MARG, VIDYANAGRI
SANTACRUZ (EAST),
MUMBAI - 400 098**

TENDER DOCUMENT

Tender Number: MFS/RC-3/2011

FOR

SUPPLY OF RESCUE TOOLS & THERMAL IMAGING CAMERA

**RATE CONTRACT FOR
THE PERIOD OF 2 YEARS**

TABLE OF CONTENTS

DESCRIPTION OF ITEM	PAGE NO.
INVITATION OF TENDER	03
INSTRUCTIONS TO BIDDERS	08
TERMS AND CONDITIONS OF CONTRACT	26
ANNEXURE A- DETAIL SPECIFICATIONS OF RESCUE TOOLS & EQUIPMENTS & THERMAL IMAGING CAMERA	38
ANNEXURE A(i) - DETAIL SPECIFICATIONS OF RESCUE TOOLS & EQUIPMENTS & THERMAL IMAGING CAMERA	44
ANNEXURE B – TENDER OFFER FORM (TOF)	45
ANNEXURE C – PREQUALIFICATION COMPLIANCE FORM	46
ANNEXURE D- DETAILS OF BIDDER	47
ANNEXURE E – PERFORMANCE STATEMENT	48
ANNEXURE F – DECLARATION TOWARDS PRODUCTION CAPACITY	49
ANNEXURE G – ANNUAL SALES TURNOVER CALCULATIONS	50
ANNEXURE H – QUALITY CERTIFICATION	51
ANNEXURE I – APPROACH AND METHODOLOGY	52
ANNEXURE J- DRAFT CONTRACT FORM	53
ANNEXURE K – PERFORMANCE SECURITY FORM	77
ANNEXURE L_ – CERTIFICATE OF COMPLIANCE	78
ANNEXURE M – UNDERTAKING	79
ANNEXURE N- DEFECT LIABILITY & RETENTION MONEY	80
ANNEXURE O – IMPORTANT DIRECTIVE	82
ANNEXURE P – MAKES OF THE MATERIAL	83
ANNEXURE Q – LIST OF IMPORTANT WORKS CARRIED OUT/WORKS UNDER EXECUTION BY THE CONTRACTOR	84
ANNEXURE R – BREAK UP OF PRICES	85
ANNEXURE S – TECHNICAL COMPLIANCE SHEET	86
ANNEXURE T – SELF DECLARATION	87

INVITATION FOR TENDER

**DIRECTOR,
MAHARASHTRA FIRE SERVICES,
STATE FIRE ACADEMY,
HANS BHURGA MARG, VIDYANAGRI,
SANTACRUZ (EAST), MUMBAI 400 098**

On behalf of the Government of Maharashtra, the Director, Maharashtra Fire Services, Government of Maharashtra, State Fire Academy, Hans Bhurga Marg, Vidyanagri, Santacruz (East), Mumbai 40098 invites sealed tender offers (Technical and Commercial) from eligible manufacturers or their single eligible partner for Finalization of Rate Contract in the State of Maharashtra as specified in the Schedule below for approving, The rate contract shall be valid for the period of 2 years from the date of signing of the contract. However, if Government thinks it is appropriate may extend up to one more year. Hereinafter referred to as the said authority.

Nature of Work

Supply of Rescue Tools & Equipments & Thermal Imaging Camera for the use of various fire services of State Govt./ ULB'S/SPA'S, State Govt. Undertakings, Organisations, or companies in the State of Maharashtra.

1. The Tender Form along with Tender Documents is available on and can be downloaded from the Website <http://maharashtrafireservices.org>. The filled Tender Form shall accompany a crossed Demand Draft for Rs. 20,000/- of any Nationalized bank drawn in favour of the **Fire Advisor to the Government of Maharashtra**, payable at Mumbai. The Tender Fee without which the Tender Form shall be treated as incomplete and shall not be considered. The Demand Draft shall be kept in separate envelope, which shall be kept inside technical offer envelope.

2. **Summary of the Tender Notice is as follows:**

Tender Reference	MFS/RC-2/2011
Tender Fee	Rs. 20,000/-
Earnest Money Deposit (EMD)	Rs. 10 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
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
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
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
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
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 Sr. Instructor, State Fire Academy, Mumbai
Time limit for completion of work	60 Days

3. The Bid should remain valid for 180 days from the date of opening of the Commercial Bid. However the contract period shall be 2 years from the date of signing the contract.
4. All the Bidders, who match the qualification criterion laid down under the Tender Document, who intend to Bid, are required to submit Earnest Money Deposit ("EMD") of Rs. 10,00,000/- (Rupees Ten Lakhs Only) by the way of a Demand Draft drawn in favour of " **Fire Advisor to the Government of Maharashtra**", drawn on any Nationalized Bank along with their Bids, in his office at State Fire Academy, Hans Bhurga Marg, Vidyanagri, Santacruz (East), Mumbai -400 098 All those Bids for which EMD is not submitted along with the Bid shall be rejected outrightly without assigning any reason thereof.

5. The EMD deposit of successful bidder shall be converted as a part of security deposit and EMD of unsuccessful bidders shall be refunded within 60 Days from the date of finalization of tender.
6. The Director, Maharashtra Fire Services reserves an absolute, unqualified and unchallengeable right to accept or reject any or all Bids without assigning any reason thereof.
7. All the aforesaid items will be purchased as per terms and condition of rate contract for supply and installation, delivery, training FOR destination of respective purchaser having their any location anywhere in the state of Maharashtra. The rate contract shall be valid for the period of 2 years from the date of signing of the contract.
8. Tender Notice is available on the website <http://maharashtrafireservices.org>.
9. Failure to submit EMD, failure to fulfill any condition or submission of incomplete Bid shall lead to the rejection of the Bid.
10. Conditional Tender/Bid such as alternative offers or any hidden clauses, expenses etc. shall be liable for rejection without assigning any reason there of.
11. This Tender Notice/ Bid document and corresponding errors or changes brought in past pre bid meeting shall form a part and partial of Tender Document.
12. The Bidders are advised to read carefully the "**Instructions to Bidders**" contained in the Tender Document.
13. Additional details, if required may be obtained from undersigned, during office hours on working days.

Dated: 24/01/2011

Director,
Maharashtra Fire Services

DISCLAIMER

The information contained in this Tender Document (the “document”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Maharashtra Fire Services (referred to as the “Authority”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

This document is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the designing, fabrication, commissioning and testing of Rescue Tools & Equipments & Thermal Imaging Camera. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document may not be complete, accurate, adequate or correct and each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.

The issue of this document does not imply that the Authority is bound to appoint the selected bidder for the designing, fabrication, commissioning and testing of Rescue Tools & Equipments & Thermal Imaging Camera and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Authority is at its discretion to select one or more than one successful Bidders at its discretion.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation and/or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS:

1. TENDER FORM AND TENDER FEE:

The tender Form along with tender document is available on and can be downloaded from the Website <http://maharashtrafireservices.org>. 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. Tender Fee without which the Tender will be taken as incomplete and shall be rejected. The Demand Draft shall be submitted in separate envelope, superscribed as “**Tender Form Fees**”

2. EARNEST MONEY:

Bidders are required to submit a Demand Draft of Rs. 10,00,000/- (Rupees Ten Lakhs only) as Earnest Money Deposit (“EMD”) 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, shall be rejected outrightly without assigning any reason thereof. The Demand Draft must be of a **Nationalized Bank and should be in favour of Fire Adviser to the Government of Maharashtra.**

EMD shall be submitted by the way of a Demand Draft only as provided above and by no other mode. Offers wherein EMD is not submitted in the mode prescribed above shall be outrightly rejected without assigning any reason thereof.

EMD provided by the unsuccessful Bidders will be returned within a period of 60 Days of the period of tender offer validity prescribed from the date of signing the contract with successful bidder.

The EMD of the successful Bidders shall be adjusted partly against the amount of Security Deposit while executing the Contract and the balance security deposit shall be payable by way of Bank Guaranty before signing of contract.

The EMD may be forfeited:

- a) If a Bidder withdraws its tender during the period of bid validity
OR
- b) In case of a successful Bidder, 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. (Lol)
 - ii. to submit Security Deposit as specified in the terms and conditions

3. BIDDERS:

Reputed and experienced Manufacturers in supply of Rescue Tools & Equipments & Thermal Imaging Camera shall be eligible subject to the criteria for eligibility prescribed under this Tender Document. **Sub Contracting for any work related to this contract is not allowed, without prior permission of the Director, Maharashtra Fire Services.**

4. ELIGIBILITY

The Purchaser is interested and looking for proven products. Based on this objective, the Bidder shall have to satisfy following criterion:-

- a) The Bidder should be a registered company and the date of incorporation should be prior to more than 5 years before the last date of submission of bids. The Bidder should have a workshop and service facility in Maharashtra. The Company's Incorporation certificate along with the address of the workshop shall be submitted.
- b) The Bidder shall have not less than an annual **Turnover of Rs. 3 crores** of business in similar line of products commissioned in India for the use of reputed fire departments during each of the last 3 calendar years for supply Hydraulic Rescue Tools & equipments. 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 for relevant product which purchaser intends to buy**
- c) The Bidder should have been in the business of Rescue Tools & Equipments for last 3 financial years, duly supported with adequate documentary evidences, such as work orders, purchase orders, final test certificates.
- d) The Bidder should have supplied **at least 50 Hydraulic Rescue Tools & Equipments in last 3 years**. Duly supported by necessary documents.
- 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/ Semi Government /Govt. Undertakings/ Multinational organizations having their operations and use of Goods in India about carrying out the similar work. The details shall be given in **Annexure – E**
- g) The Bidder should not have been blacklisted by any Government/Semi Government/PSUs. It is mandatory to submit Self declaration of the

company in this regard in the prescribed format in **Annexure T**. If the Bidder is blacklisted during the currency of the Rate Contract, the same will stand terminated forthwith.

- h) Suppressing, camouflage, hiding any information shall be a serious violation and shall lead to outright rejection of bids and shall be actionable as per the law.

Notwithstanding anything stated above (except (g) above), the Purchaser reserves 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

a) Tender Fees b) EMD c) Technical Bid and d) Commercial Bid separately in separate sealed envelopes superscripted as Technical and Commercial Offers respectively. The Demand Drafts of EMD & Tender Document Fees should be submitted in separate envelopes. However, all these envelopes may be put in another larger envelope, sealed and superscripted with the Tender Reference Number and Name of Bidder.

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

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

6. ENVELOPES:-

ENVELOP - I

- i. Earnest Money Deposit of a Value of Rs. 10 Lacs : Demand Draft of Rs. 10 Lacs (Rupees Ten Lac) as Earnest Money Deposit of any nationalized bank drawn in favour of "**Fire Adviser to the Government of Maharashtra**", payable at Mumbai
- 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 BID/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. **(Annexure S)**

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. Unnecessary papers and duplication of information shall be avoided. However a soft copy of the bids (Technical and Commercial) be submitted in searchable PDF in a media such as CD or memory stick.

The Technical Offer shall be submitted in duplicate.

The format for submission of Technical Offer is as follows:

- i) Index
- ii) Tender Offer Form (**Annexure B**) duly filled in.
- iii. Documents Establishing Bidder'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 Pre 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) as proof towards the compliance of requirements given at **Annexure A & Annexure S**. 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 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 is to be supplied free of cost and the ones to be charged for should be clearly indicated. Restriction on usage, if any, should also be mentioned.
- ix) Warranty Offer details are as per Clause No. 18 of the “Terms & Conditions of Contract” (Except price)
- x) Letter Of Acceptance of all Terms and Conditions of the tender document.
- xi) Power of Attorney in favour of the person authorized to sign the bids.
- xii) Manufacturer's Quality Assurance System document should be submitted along with tender.

ENVELOPE-III (COMMERCIAL OFFER):

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 envelopes superscribed with following information.

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

Bidder 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, Installation, Delivery of goods, taxes and duties and 3 Years Warranty, etc.

7. SUSPENSION & CANCELLATION OF RATE CONTRACT

On finding any deviation from the specification or violation of any condition of the tender/ contract, the Rate 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. If goods supplied are not conforming to the relevant specification prescribed in the rate contract, the Rate Contract of the product shall stand terminated. An appropriate action will be taken against such supplier. The aggrieved party may approach the Director, MFS. Decision of the Director, MFS 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 equipment or product quoted by him for which specifications have not been given.

A Pre-Bid conference of all the intending Bidders will also be held at the scheduled date and time as indicated in the Schedule of the Tender. Intending Bidders will be allowed to suggest suitable modifications in the Technical Specifications indicated in **Annexure A** however Govt. decision shall be final.

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 Services, Govt. of Maharashtra.
 - ii) Urban Local Bodies (ULBs)
 - iii) Special Planning Authorities (SPAs)
 - iv) State Govt. or State Govt. Undertakings, Enterprises, Organizations or Companies.
- b) "Bidder" means an eligible manufacturer 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 which has been selected as per the process stipulated in this Bid document/ Tender document
- e) "Contract" means the agreement entered into between the Purchaser and a successful Bidder, as recorded in the DRAFT CONTRACT FORM signed by the Director and the successful Bidder, including all

the attachments and appendices thereto, and all documents incorporated by reference therein;

- f) "Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- g) "Goods" means all the equipment, machinery, and/or other materials which the Bidder is required to supply to the Purchaser 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) **Abbreviations :-**
 - a. RC:- Rate Contract
 - b. ULBs :- Urban Local Bodies
 - c. SPAs - Special Planning Authorities
 - d. MFS :-Maharashtra Fire Services
 - e. Rescue Tools or Goods :- Rescue Tools & Equipments & Thermal Imaging Camera

10. LOCATIONS FOR SUPPLY OF GOODS AND SERVICE

This Tender is being floated by the Director, Maharashtra Fire Services, Government of Maharashtra. The Rescue Tools & Equipments & Thermal Imaging Camera being procured through this tender shall be installed and commissioned at any locations in the state of Maharashtra.

11. SOURCES OF FUNDS

The Purchase Order for the equipment will be placed by the respective offices under the State Government (hereinafter called the "Respective Purchaser") where the Rescue Tools & Equipments & Thermal Imaging Camera to be supplied or services to be provided. The Respective Purchaser will be responsible for making the payments for the goods supplied or services rendered as per the Rate Contract only.

12. SOFT COPY OF TENDER DOCUMENT:

The Purchaser will make available a soft copy of the Tender Document on the media provided by the interested Bidder. 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.

13. 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.

14. 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 authority may treat offers not adhering to these guidelines as unacceptable and shall be liable for rejection.

15. ALTERNATIVE OFFERS: One tender should contain only one product option. Any bidder wishing to offer other alternatives, the same should submit with 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 Bidder.

16. COSTS & CURRENCY

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

- Cost of the equipments
- Supply, Erection, and Testing charges
- Warranty charges
- Charges for transportation of chassis and delivery of Goods to the site
- Insurance to cover equipment up to installation of equipment at the respective sites and handing it over to end-user.
- On site training to users
- Free maintenance
- All taxes and levies except **OCTROI/ CESS ON ENTRY OF GOODS/ LOCAL BODY TAX**

17. OCTROI/ CESS ON ENTRY OF GOODS/ LOCAL BODY TAX 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.

18. FIXED PRICE

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies except Octroi/ CESS ON ENTRY OF GOODS/ LOCAL BODY TAX. No price variation should be asked 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.

19. 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 Services as and when required. All the prospective bidders are suggested to take cognizance of the same.

20. SUBMISSION OF TENDER OFFERS;-

20.1

PRE- BID MEETING:-

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

20.2

BIDDER SHALL SUBMIT THE TENDERS IN 3 ENVELOP SYSTEM AS FOLLOWS.

ENVELOP 1 = SEPARATE DEMAND DRAFTS FOR TENDER FEES & EMD AMOUNT

ENVELOP 2 = TECHNICAL BID WITH ALL DOCUMENTS /DRAWINGS AS MENTIONED IN TENDER

ENVELOP - 3 = COMMERCIAL BID

Sealed Tender offers shall be submitted to the Director, Maharashtra Fire 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 Services may, at his 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, electronic mail or facsimile offers will be rejected.

21. 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, MFS 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).

22. VALIDITY OF RATE CONTRACT PERIOD

The Rate contract period should be of 2 years from the date of signing the Contract.

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 be rejected without assigning any reason there of.

24. TAXES AND DUTIES

The Offer should be comprehensive enough to include of all applicable and prevailing taxes, Cess duties, levies, surcharges etc, may be indicated with due break up of the same. in the covering letter. The rates quoted by the Bidder shall be deemed to be including all taxes such as MST, CST, VAT, Excise duty, Work Contract Tax , Service Tax, duties, levies, surcharges, etc. in force prevailing on the date of opening of Tender. No extra payment will be made on any ground whatsoever, but excluding Octroi.

25. TENDER OPENING

The Tenders shall be opened before the members of committee constituted by the Government Of Maharashtra for Rate contract. Minimum 3 members shall be present including the Director, MFS. Presence of Committee Member from the Finance Dept. is essential. The Bids will be opened in the presence of the Bidders or their representatives in case the Bidders are unable to present. However, it shall be the duty of the Bidder to ensure that either he or his representatives are present at Tender Opening and in no case shall MFS or the RC Committee be liable to cancel or postpone the Tender Opening if any or all Bidders are absent (either themselves or their representatives) at the venue of Tender Opening at prescribed time. The Director, Maharashtra Fire 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' is over. The Commercial Bids of only those Bidders who have successfully completed qualifying criteria in Technical Evaluation will be opened.

Director, Maharashtra Fire Services, reserves the right at any time to postpone or cancel a scheduled Tender Opening.

26. 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 of the Bids and time prescribed for submission of offers. No offer can be modified, subsequent to the closing date and time for submission of offers.

27. 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.

The office of the Director, MFS 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, MFS, reserves the right to waive any minor infirmity or irregularity in a Tender Offer, if he finds that, it is in the interest of the Government. The decision in this regards of the Director will be final and binding on all the Bidders.

28. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all Bidders for technical clarification of their respective Offers. 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 or e-mail by the Bidder. In such cases, original copy of the document describing the technical clarifications must reach the Purchaser by means of courier / in person within seven days of the receipt of facsimile or e-mail.

29. DELIVERY PERIOD: - (60 Days). :- Irrespective of number of goods, each consignment of the order has to be completed within 90 Days.

30. COMPENSATION FOR DELAY

Irrespective of number of goods, each consignment of the order has to be completed within 60 Days. 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.2000/-per day / per sets , up to a period of first 15 days of delay, if the delay is more than 15 days it shall be Rs. 3000/- per day.

31. PRE QUALIFICATION CUM TECHNICAL EVALUATION PARAMETERS

Criteria	Particulars	Equivalent Marks
1	Manufacturing / supplying capacity & efficiency based on supporting documents;	
1.1	Experience in the field of Manufacturing / supplying of Hydraulic Rescue Tools & Equipments	15
	Grade 1 3 -5 years 2 5-7 years 3 7-9 years 4 09 years and above	5 7 10 15
1.2.	Satisfactory Performance certificate, from State Government / ULB's /SPA / MNC's 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	Supplying, commissioning & testing of Hydraulic Rescue Tools & Equipments in last 3 years	15
	Grade 1 50 Units (qualification criteria) 2 > 50- 75 Units 3 >75 – 100 Units 4 > 100 Units	5 7 10 15
1.4	Supplying, commissioning & testing of Hydraulic Rescue Tools & Equipments in last 3 years supplied to ULB's/ SPA /MNC's in the state of Maharashtra	15
	Grade 1 10 Units (qualification criteria) 2 > 10 - 15 Units 3 > 15 – 30 Units 4 > 30 Units	5 7 10 15
2	Financial Capabilities	10
2.1	Average Annual Turnover for the last 3 years	
	Grade 1 INR 3 crores (qualification criteria) 2 > INR 4 - 6 crores 3 > INR 7- 10 crores 4 > INR 10 crores	3 5 7 10

3	Testing facilities As per ISI Standards/ EN standards	10
	1 Yes 2 No	10 0
4	Manufacturing / servicing & Testing facility in the state of Maharashtra	20
	Period:- 1 3 -5 years 2 5-7 years 3 7-9 years 4 9 years and above	5 10 15 20
5	Quality Certifications ISO : 9001:2000	5

32. SHORT-LISTING OF BIDDERS

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

33. PRICE COMPARISONS

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

34. 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 Bidders whose evaluated Commercial Offers are within 10% of the lowest evaluated offer may also be invited to match the prize at par with lowest bidder and those are willing to match the prize may be considered for award of work. In view of the delivery period and penalty clause if bidder may declare his exact capacity to manufacture a number of goods during the contract period.

The Commercial Offers are strictly on the basis of price competitiveness and the declaration given by the Bidders of their manufacturing capacity of delivering the number of Rescue Tools & Equipments & Thermal Imaging

Camera in one year. Each consignment of the order has to be completed within 60 Days as per the clause no.29 of general conditions of the tender.

For timely execution of work Second Lowest (L2) or Third Lowest (L3) or thereof Bidders may be considered negotiation to match their rates at par with lowest bidder of the works, if their prices are within the range of 10% higher than the lowest Bidder. It will be obligatory upon the Vendor to make the supply at the lowest evaluated offer.

- ii) However, it is the discretion of the Purchaser to choose Vendors to place Purchase Order.
- iii) The lowest rates for Additional items and consumables will be the rate accepted 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 Vendor will be cancelled, Security Deposited shall be forfeited and the vendor shall be blacklisted and an appropriate action deemed fit by the authority shall be initiated.

35. RIGHT TO ALTER ITEMS

The Purchaser reserves the right to delete tendered items, and also reserves the right to make change in specifications of any items subject to approval of the Director, Maharashtra Fire Services.

36. DEVIATIONS FROM SPECIFICATIONS

If any deviations from the above specifications are desired, the Bidder shall clearly state all such deviations in his Bid while submitting his Offer. Due consideration will be given to any special device or attachment offered by the Bidder which is calculated to enhance the general utility of the goods or equipment

37. MAKES OF MATERIAL AND CERTIFICATES

Makes of material should be specified in the Tender of every Bidder and each Vendor shall submit the relevant documentary evidence for use of ISI marked material. For Imported items, the specification should be strictly adhering to European Nation (EN) Standards or Bureau of Indian Standards (BIS) and the said standards be specified and should be acceptable to RC committee, the Vendor should submit such import documents.

38. 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 Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.

39. 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 Bidder, and / or to give a hearing on their representations.

40. 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 (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Bidding Process or the **LOI** or has dealt with matters concerning the Rate Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the **LOI** or after the execution of the Rate Contract, as the case may be, any person in respect of any matter relating to the Bidding Process or the **LOA** or the Rate Contract, who at any time has been or is a legal, financial or technical adviser of the Purchaser in relation to any matter concerning the Bidding Process or the goods and services attached thereto.
- ii) "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- iii) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- iv) "Undesirable Practice" means (i) establishing contact with any person connected with or employed by the Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

If any document favouring any Bidder is seen in the concerned file which had not been submitted officially and following the procedure, it shall be treated as an evidence enough to conclude that both of the concerned Bidder and the concerned public official have indulged in to a Corrupt Practice and fraudulence and necessary action shall be initiated by the Purchaser against both of them.

In the event of Corrupt Practice, a Fraudulent Practice, a Restrictive Practice, an Undesirable Practice and/or a Coercive Practice by one or all of the Bidders, in addition to penal action as per the terms and conditions of the Contract, appropriate legal action shall be initiated against the concerned Bidders by the Purchaser.

The Purchaser will reject a proposal for award if it is prima-facie established that the Bidder recommended for award has engaged in a Corrupt Practice, a Fraudulent Practice, a Restrictive Practice, an Undesirable Practice and/or a Coercive Practice in competing for the Contract in question.

The Purchaser will declare a Bidder 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 Practice, a Fraudulent Practice, a Restrictive Practice, an Undesirable Practice and/or a Coercive Practice in competing for, or in executing a contract.

41. SIGNING OF CONTRACT

The successful Bidder shall sign the agreement (DRAFT CONTRACT FORM) within fifteen days from the date of the issue of the Letter of Intent. Including Sundays and Public Holidays. Director, Maharashtra Fire Services reserves the right to grant an extension of another seven days on satisfaction of the circumstances and reasons given thereof. On failure of execution of the Contract by the successful Bidder, E.M.D. furnished by him shall be forfeited and such bidder is by default eliminated from further process. This shall lead to a liberty for purchaser to consider other bidders provided that those agree to match pricing at par with L1 and agree to carry out the work and render the service as per terms and conditions of RC. lowest price.

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. 10,00,000/- (Rupees Twenty Lakhs only) - The EMD worth Rs. 10,00,000/- provided by the successful Bidder shall be adjusted partly against the Security Deposit – cum – Performance Guarantee amount of Rs. 50,00,000/-. The EMD shall, on the signing of the Contract, be converted into a Security Deposit of Rs. 10,00,000/-
2. Security Deposit of remaining Rs. 40,00,000/- (Rupees Forty Lakhs only) - The remaining amount of Security Deposit - cum- Performance Guarantee i.e. Rs. 40,00,000/- (Rupees Forty 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 specified in Tender Document. Vendor should guarantee that the items delivered to the Indentor 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 Rescue Tools & Equipments & Thermal Imaging Camera. 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 Indian standards are not in existence the decision of Director, MFS in this regard will be final.

3. INSPECTION

The Vendor will have to submit in detailed 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.

In case if work order are received by the vendor in bulk quantity vendor shall prepare the batch inspection schedule to avoid time and effort of inspection team.

Vendor shall submit the probable schedule of stage wise inspection well in advance. The Goods will be delivered only after Final stage inspection is completed.

Stagewise Inspection

Advance notice of at least 1 week should be given by the Vendor, however, the Vendor must keep the goods ready for stage wise inspection before giving such notice. Purchase reserves the right for carrying the immediate inspection after receiving such notice for inspection.

The stages of inspection will be as under:-

Site Inspection for checking various test carried our in relation to Operations.

Site Inspection in relations to operating procedure, dimensions etc. as mentioned in Annexure A. Acceptance Test.

4. INSURANCE

(A) Cost of TO & FRO Transit Insurance of the goods should be borne by the Vendor to the satisfaction of the Purchaser. The Vendor should insure the goods and shall also obtained full comprehensive insurance to cover the fire & general Risk, while its transportation from the authorized dealer of the goods as specified by the Director, Maharashtra Fire Services or any other Purchaser,

The goods should be insured by the Vendor even at the time of supply of goods to the fire station. The Comprehensive insurance shall be till the goods are supplied to the purchaser. All the insurance policies shall be in the name of Director, Maharashtra Fire & Emergency Services or any other Purchaser the case may be, Insurance claims, if any should be settled by the Vendor. It is the responsibility of the Vendor to insure the complete goods & equipments till the delivery on site as specified by the Purchaser.

B) In case of any damage to goods while in transit from to and fro to respective destination due to accident, theft, riots, strikes or any reasons there of it shall be the vendors responsibility to either process the insurance claims at his own cost to compensate the purchaser 100% of damage and there shall be no hardship to Govt. purchaser.

5. WORKMANSHIP AND MATERIAL

Workmanship executed shall be of high order. 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 Services shall be received and complied with by the successful Bidder.

6. DELIVERY AND DELIVERY DOCUMENTS

After completion of work, free delivery of the goods should be given at the concerned ULBs/SPAs Fire Stations in `the State of Maharashtra, or as per the instructions of Purchaser without any extra cost for transportation. Delivery period should be as specified in the tender.

The successful vendor should intimate the respective Purchaser through email, telex/fax, telephone and or any other mode of communication, the details of the goods which will be delivered at the respective fire stations. These details must include:

1. Transit Insurance policy number
2. Import Documents
3. Papers related to approval from Competent Authority, if any.

4. Hydro testing papers, if any.
5. Any other invoice particular to the goods to be delivered.

7. ACCEPTANCE TEST

The Vendor, at the destination site, in the presence of authorized persons from the Purchaser or Director, MFS or its nominated officers, will conduct acceptance test of the goods delivered. The tests will involve trouble free operation of the goods under circumstances as envisaged by the Purchaser. There should not be any additional charges payable by the Indentor for carrying out this acceptance test

8. BREACH OF CONTRACT

If any of the terms and conditions of this Tender Document or the Contract are violated or if the goods supplied by the Vendor do not meet specified standards or fail the acceptance test, the event shall amount to the breach of contract. In such an event, the Vendor shall be given a time of 30 days to cure the breach and if the breach remains uncured even after the cure period of 30 days, then the Purchaser may at its discretion terminate this Contract without assigning any reason thereof. In the event that the Purchaser terminates this Contract, without prejudice to any other remedy available to the Purchaser under this Contract or under any law, the Purchaser shall be entitled to invoke the Security Deposit and forfeit the amount as well as proceed for any other appropriate action. The Vendor shall indemnify the Purchaser of all the losses directly or indirectly occurring to the Purchaser from such breach. In case if the defect related to the equipment is cured by the Vendor during the cure period, the equipment will be accepted by the Purchaser only after complete commission and satisfactory functioning of equipment for a minimum period of 90 days. The warranty period will commence only on acceptance (based on acceptance test) of equipment by the respective purchaser.

9. OPERATIONAL TRAINING

The Vendor shall, at its own cost, train two users for three days (full-time) for operation of all the equipment supplied and installed by it. The training will be as per the satisfaction of the client / end user.

10. FACILITY OF AFTER SALES SERVICE

The successful Bidder shall 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 schedule. This includes spares, labour, material for goods.

11. 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 thereof during which the delivery of such goods may be delayed subject to a maximum limit of 20% of the stipulated price of the goods so undelivered. Such penalty is to be deducted always by the Purchaser from the bill of the Vendor.

Once the maximum of the damages above is reached, the Purchaser shall be entitled to forfeit the Security Deposit and may consider termination of the Contract. The Purchaser may agree to take another Security Deposit in the form of a bank guarantee of the 20% of the Contract value and give further extension.

12. TERMINATION FOR DEFAULT

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 in part:

- a) If the vendor 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) If there occurs serious discrepancy in supply of goods or its certification is noticed during the Contract period.
- c) If there is a breach committed or such breach is not cured by the Vendor of any of the terms and conditions of the Tender.
- d) If the Vendor goes in to liquidation voluntarily or otherwise.
- f) If the Vendor fails to perform any other obligation(s) under the Contract.
- g) If the Vendor, in the judgment of the Purchaser has engaged in a Corrupt Practice, a Fraudulent Practice, a Restrictive Practice, an Undesirable Practice and/or a Coercive Practice in competing for or in executing the Contract.

Upon termination, the Purchaser shall compensate the Vendor to the extent of works completed by the Vendor provided that the Vendor shall be

entitled to deduct from such compensation, an amount equivalent to the losses caused to the Purchaser, any amount due from the Vendor as on the date of termination, all the damages caused to the Purchaser, etc.

13. TERMINATION OF INSOLVENCY

The Purchaser may at any time terminate the contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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.

14. FORCE MAJEURE

“Force Majeure” means an exceptional event or circumstance:

- a. which is beyond a vendors control,
- b. which such vendors could not reasonably have provided against before entering into the Contract,
- c. which, having arisen, such vendor could not reasonably have avoided or overcome, and
- d. which is not substantially attributable to the other vendor.

“Force Majeure shall mean the following exceptional events or circumstances, so long as conditions (a) to (d) above are satisfied:

- i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- iii. riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel and other employees of the Contractor and Sub-contractors,
- iv. weapons of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radioactivity, and
- v. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

If the Vendor is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give a written notice to the other Purchaser of the event or circumstances constituting the Force Majeure

and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Vendor became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Vendor shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of the Vendor to make payments if any to the Purchaser under the Contract.

The Vendor shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. It shall be the duty of the Vendor to give a written notice to the Purchaser as soon as it ceases to be affected by the Force Majeure.

The vendor 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.

15. ORDER CANCELLATION

The Purchaser and/or Indentor also reserve 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 Vendor 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 Security Deposit cum Performance Guarantee submitted to the Purchaser (by the Demand Draft as well as in the form of Bank guarantee) by the Vendor.

16. RISK PURCHASE

In case, if the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the Purchaser and/or Indentor reserves the right to procure the

same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.

17. PAYMENT TERMS:

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 Vendor 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 Services will not be responsible for any delay due to loss of time in transit and the Vendor will be liable to pay compensation due to late completion of work as per terms of contract.

The successful Bidder will have to comply with the conditions given in the attached Tender Form and will have to enter into Contract 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.

1. WARRANTY :-

The complete structure & equipments provided and erected as mentioned in the tender under this Contract shall be subject to an overall performance **warranty for a period of 36 months from the date of delivery** of Rescue Tools & Equipments & Thermal Imaging Cameras to the destination as prescribed. On satisfactory expiry of the guarantee period the security deposit paid by the Bidder shall be released.

The Vendor shall be responsible for the maintenance of the Rescue Tools & Equipments & Thermal Imaging Camera for any defects or damages to Goods due to bad workmanship or of any inferior material, accessories, apparatuses

etc. The opinion of Director, Maharashtra Fire Services for the quality of workmanship and proper finish etc. shall be final.

To avoid hampering of the services the Vendors shall be responsible to attend any call for manufacturing or defect in the Goods 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.

2. FREE MAINTENANCE GUARANTEE

Free maintenance should be done after every 3 months at the concerned fire station premises. The Vendor should give free maintenance guarantee. The maintenance should be done at the Concerned Fire Station Premises where the Goods is delivered. The Vendor should send the qualified technical person to carry out the maintenance.

The contractor shall be responsible for the maintenance of the any defects or damages to Rescue Tools & Equipments & Thermal Imaging Camera of Latest Version. Any bad workmanship or of any inferior material, accessories, apparatuses etc. The opinion of DIRECTOR, 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 Rescue Tools & Equipments & Thermal Imaging Camera 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.

3. REPEATED FAILURE

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

4. Onsite Training: - Training Schedule & Module, should be submitted by the Vendor for actual operation of the system. Minimum 3 days on site training should be given to the actual users of the goods. Users will be nominated by the Purchaser

5. PENALTY FOR DOWNTIME

Any equipment that is reported to be down should be either fully repaired or replaced by the Vendor with temporary substitute within 48 hours (inclusive of Public Holidays). 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. 2000 per day per set.

In case the equipment / goods is not repaired within a period of another 48 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 72 hours, 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.

6. PROTECTION AGAINST RISK OF OBSOLESCENCE

Vendor will make available the spare parts for the systems available for a minimum period of ten years from the date of the delivering of items prescribed under the RC.

7. INDEMNITY

The Vendor shall indemnify, defend and hold harmless the Purchaser and its respective officers, directors, employees, representatives and agents ("Indemnified Parties"), from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including without limitation, reasonable attorneys' fees and expenses, for injury or death of third parties or loss of or damage to property of third parties or any other loss or damage caused to the Indemnified Parties, whether direct or indirect, arising as a result of or in connection with (i) any failure on the part of the Vendor to perform its obligations under the Contract or the Tender Document, (ii) any breach on the part of the Purchaser of terms, conditions, representations or warranties under the Contract or the Tender Document, (iii) any negligent acts or omissions or willful misconduct by the Vendor or anyone acting on Vendor's

behalf or (iv) any violations of safety procedures, prescribed by the Purchaser or any Law or any Government Authority, by the Vendor or its employees, agents, representatives or independent contractors or (v) any faulty goods, goods or services provided by the Vendor (vi) any infringement of any patent, trademarks, copyrights or any other Intellectual Property Rights or statutory infringements in respect of all the products supplied by the Vendor.

8. PUBLICITY

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

9. SUBCONTRACTING AND ASSIGNMENT

The Vendor shall, without the prior written consent of the Purchaser, neither subcontract nor assign whole or any part of its obligation under this Contract.

10. RELATIONSHIP WITH THE PURCHASER

The relationship between the Vendor and the Purchaser is strictly contractual in nature and no condition under the Tender Document or the Contract shall lead to the inference of a relationship in the nature of an Employer and an Employee. It is further agreed that the Purchaser shall, under no circumstances, have any relationship of whatsoever nature with the employees, directors, representatives, etc. of the Vendor and shall not be liable in any way to them.

11. RESTRICTIONS OF THE RATE CONTRACT

The Vendor warrants that the price at which he has agreed to provide its goods and services to the Purchaser under the Contract is the lowest price and this lowest price quoted by the Vendor shall become the Rate Contract price. The Vendor warrants that he shall not quote a price below the Rate Contract, for goods and services of similar specification, to procure any other Government Tender. The Vendor also warrants that he shall abide by the guidelines for Rate Contract. If the Vendor violates the terms of this Clause of the Rate Contract, he shall be barred from participating in any future Bidding Process of any Government and the Purchaser if it thinks fit shall proceed to terminate the such default Contractor without any compensation to the Vendor. The Purchaser shall also forfeit the Security Deposit. The decision in this matter of The Director, MFS shall be final.

12. RESOLUTION OF DISPUTES

The Purchaser and the Vendor shall make every effort to resolve if any dispute 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 the dispute amicably, either party (not being MFS) may require that the dispute be referred for resolution to the Director, MFS, Government of Maharashtra. In case a party to the dispute is MFS, if the dispute is not settled amicably within thirty days, the same shall be referred to the Secretary UD-2, Government of Maharashtra whose decision will be final and binding on both the parties.

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

- 13. Discrepancies in Specifications :** The tender specifications are to be considered as actually explanatory. **Variation in the specifications/ requirements of Plus - Minus 5% to 10% may be accepted** with the approval of Director, MFS ,

14. LEGAL JURISDICTION

This Contract and the Tender shall be governed by the laws of India and all the disputes arising out of or related to this Tender or the Contract shall be subjected to the jurisdiction of the appropriate courts at Mumbai only.

* * * * *

Govt. of Maharashtra

Director,
Maharashtra Fire Services

DETAILED SPECIFICATIONS FOR Rescue Tools & Equipments & Thermal Imaging Camera

(Annexure– A)

NAME OF WORK: Supply of Supply of Rescue Tools & Equipments & Thermal Imaging Camera for the use of various fire services of State Govt./ ULB'S/SPA'S, State Govt. Undertakings, Organisations, or companies in the State of Maharashtra.

Office of the Director is inviting bids for Supply of Rescue Tools & Equipments & Thermal Imaging Camera with one spare set. The Rescue Tools & Equipments & Thermal Imaging Camera shall be supplied as per the following specifications. Hereinafter while reading this specification it shall be called as Rescue Tools & Equipments & Thermal Imaging Camera.

SCOPE

This standard lays down the requirement regarding Design, Material, Construction, workmanship, finish, accessories and acceptance test of Rescue Tools & Equipments & Thermal Imaging Camera. However as on today no BIS standards are available for Rescue Tools & Equipments & Thermal Imaging Camera, hence relevant standards applicable as per EN are considered for this work. Specifications are designed for optimum utilization of the goods to facilitate as a Composite unit in the ULB'S/SPA'S Areas.

GENERAL REQUIREMENTS:-

The Complete Rescue Tools & Equipments & Thermal Imaging Camera unit etc. shall be supplied as per the following specification. Complete Rescue Tools & Equipments & Thermal Imaging Camera unit shall be 100% Imported with guarantee certificate from principals (manufacturers) The camera must be manufactured to design and manufacturing standards IP67 standards. Complete Rescue Tools & Equipments & Thermal Imaging Camera unit has to be fully assembled in country of origin only. The Rescue Tools & Equipments & Thermal Imaging Cameras should be supplied as per the following specifications. Hereafter while reading this specification it shall be called as said Rescue Tools & Camera.

General Requirements for Various Rescue Tools & Equipments & Thermal Imaging Camera should be as follows

1. Hand Operated Combination Tool:-

Description	Dimensions
Min - Max Spreading force	13 to 38 Tons
Min - Max Spreading Distance	250 to 260 mm
Min - Max Cutting capacity, round bar	20 to 25 mm
Min - Max Cutting force	20 to 30 Tons
Min - Max Pulling Force	5.5 to 6.5 Tons
Min - Max Weight	10.5 to 11.5 Kg

2. Hydraulic Spreader :-

Description	Dimensions
Min - Max Spreading force	8.0 to 14.0 t
Min - Max Spreading Distance	600 to 850 mm
Min - Max Weight	17 to 19 Kg

3. Hydraulic Combtool

Description	Dimensions
Min - Max Spreading force	11 to 33 t
Min - Max Spreading Distance	250 to 370 mm
Min - Max Pulling Force	4.5 to 6.5
Min - Max Cutting force	25 to 50 t
Min - Max Weight	8 to 16 Kg
Min - Max Cutting capacity, round bar	20 to 30 mm

4. Hydraulic Cutter

Description	Dimensions
Min - Max Opening	150 to 250 mm
Min - Max Cutting force	35 to 65 t
Min - Max Cutting capacity, round bar	30 to 35 mm
Min - Max Weight	13 to 15 Kg

5. Hydraulic Telescopic RAM

Description	Dimensions
Min - Max Extended Length	1200 to 1500 mm
Min - Max Retracted length	500 to 700 mm
Min - Max Lifting capacity	17 to 27 t
Min - Max Total lifting capacity	8 to 14 t
Min - Max Piston stroke	73 to 875 mm
Min - Max Weight	16 to 21 kg

6. Hydraulic Power Unit

Description	Tender specs
Engine	4 stroke petrol engine
No. of tools connected (alternate & simultaneous)	2
Oil volume	3.5 ltrs
Weight	35 Kg
Output flow in simultaneous operation	2x2 l/min 2x0.5l/min

7.Air Bags- 01

Description	Tender specs
Size of bag	78x78 cm
Insertion Height	31 mm
Lifting Height	370 mm
Max. Lifting capacity	40 t
Inflation Time	52 sec
Weight	18.5 Kg

8.Air Bags - 02

Description	Tender specs
Size of bag	87x87 cm
Insertion Height	31mm
Lifting Height	400mm
Max. Lifting capacity	49 t
Inflation Time	66 sec
Weight	22 kg

9.Air Bags - 03

Description	Tender specs
Size of bag	91x91cm
Insertion Height	31mm
Lifting Height	470mm
Max. Lifting capacity	65 t
Inflation Time	80 sec
Weight	25.5kg

TECHNICAL SPECIFICATION FOR HAND OPERATED COMBINATION TOOL

The rescue tool shall be designed for spreading, cutting during Rescue Operation

1- The rescue tool shall be self-contained device with integrated hand pump.

2- It shall be hydraulically operated, lightweight and capable of being operated by one person.

3- The operating system shall have the best ergonomy of functioning. The “Tool Head” or the Handle shall be rotatable at 180 deg in any direction. It should have a Self-Locking or manual locking system.

4- The rescue tool shall be independent from any outside power source and be operated only by a hand lever integrated in the tool itself. The operation shall be extremely user friendly possible by the same person who holds the tool.

5- The head or the handle of the rescue tool should rotate 180 Deg and should be locked in any desired position.

6- Minimum spreading force at the tips in closed position shall not be less than 2.5 tons. Maximum spreading force shall not be less than 12 tons.

7- Spreading distance at the tips shall not be less than 255 mm.

8- Cutting capacity in the recess shall be able to cut 21 mm steel bars.

9- The maximum cutting force shall not be less than 200 KN.

10- Weight of ready to use unit with shoulder strap should not be more than 12 kg.

11- The blades shall be of impact free cutting design to overcome the flying of metal pieces during cutting process.

12- The blades shall be able to bite firmly into the work piece and resist any tendency for it to slide forward under the cutting action.

13- The blades of the tool shall be made of drop forged tooling steel and must be one piece without loose parts.

14- The tips of the blade arms must be serrated inside and outside for firm grip during spreading or squeezing.

15- The tool shall be capable of working under extreme conditions, high dusty environment, high humidity & a temperature range from – 15 Deg C to + 70 Deg C. The tool shall be capable of working also in under water conditions up to a depth of approx 40 mtr.

16- The equipment must confirm to EN 13204:2004 or latest and appropriate certificates must be enclosed showing the conformity with the quoted model.

Hydraulic Cutter:

- ❖ The hydraulic Cutter shall comply with International Standards DIN / EN CERTIFICATES SHOULD BE ATTACHED.
- ❖ It shall be hydraulically operated with self-centralizing mechanism.
- ❖ The tools shall be able to perform cutting operation.
- ❖ The minimum tip opening shall be 200 mm.
- ❖ The Cutter's weight shall not exceed 15 kg. Anything higher than this wt of the tool not acceptable since involves fatigue of the person continuous handling.
- ❖ The maximum cutting force shall be at least 38 tons.
- ❖ The blades will have a recess to enable the cutting of round steel bars up to a diameter of 32 mm
- ❖ The maximum operating pressure shall not exceed 700bar as per EN 13204.
- ❖ The handle should be rotatable through 360° and detachable for optimal handling in each position,
- ❖ Triggering system should be Push button control system at the tool: system for smooth, continuous spreading, cutting and pulling action.
- ❖ The cutter blades shall open and close symmetrically.
- ❖ The Blades should be made of high quality quenched and tempered tool steel, with notch for cutting round bars.
- ❖ The blades shall be Re-sharpnable and easily replaceable.
- ❖ Cylinder body and housing should be made of high strength aluminium alloy with wear resistant surface.

- ❖ The handle of the tool should be knurled for better griping.
- ❖ The tools must have monocouplings with dust cap.
- ❖ The tools must comply all the requirements and safety features stipulated in EN 13204.
- ❖ The cutter shall be able to work under heavy dust environment and in seawater.

Hydraulic Telescopic Rescue Ram :

- ❖ The hydraulic Ram shall comply with International Standards DIN / TUV, NFPA, prEN International standards and the CERTIFICATES of each SHOULD BE ATTACHED along with the bid without which the bid will be out rightly rejected.
- ❖ This tool shall be two stage telescopic type and the extended height shall not be less than 1275mm. anything lesser than this height not acceptable.
- ❖ The retracted (insertion) height of the tool shall not be more than 650 mm.
- ❖ The lifting capacity of large piston shall not be less than 18 tons.
- ❖ The total lifting capacity of the tools shall not be less than 8 tons when fully extended.
- ❖ The weight of the ready to use tools shall not be more than 21 kg. Anything higher than this wt of the tool not acceptable since involves fatigue of the person continuous handling.
- ❖ Total piston stroke should be atleast 725 mm
- ❖ The maximum working pressure shall not exceed 700 bar as per EN 13204. Higher working pressure tools not acceptable for safety reason.
- ❖ The piston rods of the tools shall have hardened surface and hard chrome-plated finish.

- ❖ The cylinder body should be made of aluminium.
- ❖ The tool should have monocouplings.
- ❖ The Ram shall be able to work under heavy dust environment and in seawater.
- ❖ The tool must comply all the requirements and safety features stipulated in EN 13204.

HYDRAULIC SPREADER:

- ❖ The hydraulic spreader shall comply with International Standards DIN / EN / NFPA. CERTIFICATES SHOULD BE ATTACHED.
- ❖ The tool should be to perform spreading operations.
- ❖ The tool should be hydraulic operated.
- ❖ The spreader's weight shall not exceed 20 kg. Anything Higher than this wt of the tool not acceptable since involves fatigue of the person continuous handling
- ❖ The spreading distance shall be at least 600 mm at the tips.
- ❖ The maximum spreading force in working range should be not less than 11 ton.
- ❖ The Pulling force should be at least 2.5 tons.
- ❖ The maximum working pressure shall not exceed 700 bars as per EN 13204.
- ❖ The spreader jaws shall open & close symmetrically.
- ❖ The jaw tips shall be of multipurpose type for spreading, peeling, pulling and squeezing. For safety reasons, the jaw tips must be easy replaceable.
- ❖ The arms should be made up of high strength aluminium alloy with wear-resistance finish.

- ❖ The tool's tips shall be capable of penetrating vehicle type sheet metal without causing damage to the tips.
- ❖ Unique control for fine tuned precision handling.
- ❖ Triggering system should be Push button control system at the tool: system for smooth, continuous spreading action.
- ❖ The tools must have monocouplings with dust cap.
- ❖ The handle of the tool should be knurled for better griping.
- ❖ The tools must comply all the requirements and safety features stipulated in EN 13204.
- ❖ The spreader shall be able to work under heavy dust environment and in seawater.

Pneumatic High Pressure Lifting Bags:-

- ❖ Lifting bags should be lightweight, handy & thin with maximum insertion height of 31mm for all size of bags.
- ❖ The operation of inflating the bags should be easy & fast.
- ❖ The bag should have Aramide reinforcement for high flexibility & lower weight.
- ❖ The bags should be capable of using on all types of surfaces i.e. flat, uneven or sloping surfaces.
- ❖ The bags should have very high bursting pressure with a high safety factor
- ❖ The Dual Deadman controller should be in impact proof housing with suitable carrying case.
- ❖ The maximum operating pressure should not exceed 8 bar.
- ❖ Maximum Lifting heights should not be less than & weight of the bags should not be more than following ;

Sr No	Lifting capacity not less than (ton)	Lifting height not less than (mm)	Weight of the bag not more than (kg)	Inflation time not more than	Dimensions should not be more than (l x b) cm ²
1	40	370	18.5	52 sec	78X78
2	49	400	22.0	66 sec	87x87
3	65	470	25.5	80 sec	91x91

- ❖ The controller should be with pressure gauge & safety valve to prevent over inflation.
- ❖ The material of the bags should be self-extinguishing so as to be useful in any condition.
- ❖ The equipment should have very high life expectancy.
- ❖ The bags should have displayed on it the brief operating instructions in suitable language.
- ❖ Operation & maintenance manual to be provided with the tool.
- ❖ Minimum insertion height for the lifting bags should not exceed 31 mm.
- ❖ Lifting bags must be supplied with Dual Deadman Controller, 8 bar pressure for connection & operation of 2 bags simultaneously, pressure reducer 200/300 bar to be connected to compressed air cylinder, inflation hose (2 nos.) 5m, compressed air cylinder & shut off valve.

POWER UNIT :-

- ❖ The power pack unit shall be of low weight, of compact dimensions.
- ❖ The Power unit should be a 4 stroke petrol engine of rugged construction & with Air cooling system.
- ❖ It should be designed for connection of two rescue tools and simultaneous and alternative operation of two tools.

- ❖ The maximum working pressure shall not exceed 700 bar as per EN 13204
- ❖ The weight of the power unit must not exceed 35 kg.
- ❖ The power pack unit shall be equipped with quick connect couplings.
- ❖ The hydraulic oil shall be non-toxic, environmental friendly and shall be available in local market.
- ❖ Double speed should be achieved if single tool is operated.
- ❖ The Oil volume should not be less than 4 litres.
- ❖ The Oil Min. & Max. Level should be visible from outside.
- ❖ The Output flow in simultaneous operation low pressure should be atleast 2.0 l/min & high pressure should be atleast 0.50l/min.
- ❖ The Power unit shall be supplied along with 5mtr hose.

Thermal Imaging Camera

- The Camera Shall be hand held, portable & light weight with single hand operation suitable for use in Fire fighting operation, for seeing through dense smoke and darkness and give temperature display.
- The camera must be manufactured to design and manufacturing standards equivalent to ISO 9001.
- Should provide testimony of Supply of Thermal Imaging Camera for Fire Fighting in India to establish track record.

Detailed Technical Spec:-

Physical Configuration

- a. The Thermal Imaging Camera shall be a hand held design with battery, viewing optics, side straps and a neck strap / lanyard. The dimensions of the thermal image camera should be approx 284mm x 144mm x 145mm. The weight of the camera excluding the battery shall weigh 1.2 kg. The shell material should be of heat resistant Radel. The Hand strap material should Kevlar. The Camera shell should be in Orange & Black colour. In addition the camera shall be supplied in a weatherproof storage case.

- b. The camera shall be equipped with an un-cooled IR micro bolometer sensor in 160x120 resolution format. Each imaging element or pixel on the camera's imaging sensor shall be of 25 microns in size – this provides super clear images in all conditions such as dense smoke.
- c. Spectral response : 8 μm to 14 μm .
- d. The heat sensitivity of the detector shall be the minimum of 100mk for temperature definition.
- e. The Lens shall have field of view of 54° with a fixed focus of 1m to infinity. The lens shall be protected by IR window made from germanium to avoid any direct contact with foreign matter.
- f. Range / Sensitivity Ratio : 8800
- g. The Camera should be operation able with single on/off button located under viewing screen. Another button shall be used for all other functions such as image capture or transmitter mode (if fitted).
- h. Display :

Display Should have LCD display and the diagonal display size should be 64mm(2.5" with inbuilt magnifier- 6.5" equivalent. The internal display shall be configured for viewable upto the facemask such that image is visible without interruption from smoke or reflection from external source.
- i. Visual Indicators

All thermal imaging units shall be equipped with the following on screen displays;
 - 10 bar battery indicator with low battery warning.
 - Digital temperature read out (Numeric Display Preferred) upto 800°C.
 - Transmitting icon
 - All indicators shall be visible on the Viewing screen.
- j. The unit shall have minimum two Colours (Red &Yellow) to Highlight High temperatures in addition to the Black and White Colour.
- k. Image capture:

The unit should have an integral feature that allows upto 30 images to be taken and displayed locally on the camera.

I. Power Supply

Each unit should be supplied with two rechargeable NiMH batteries each having operating time of 5 hours excluding wireless transmission option (if fitted). The battery recharging time should be 2.5 hours (nominal).The operating time with wireless transmission in continuous operation must be at least 2 hrs. Each battery must be capable of a minimum of 1000 charges. Each unit should be supplied complete with a battery charger capable of operating on both mains 100/240v,50-60Hz nominal AC mains or 24v DC supply.

m. Video Output

The thermal image camera should have a video output BNC connector located under the Viewing screen – this shall be protected against ingress of moisture by a suitable rubber cap. Both PAL and NTSC line standard should be available as factory preset options.

- n. The camera should have intelligent contrast enhancement feature to see hot objects and cooler surroundings simultaneously.
- o. The camera shall conform to IP67 standards with ability to withstand complete immersion in water to a depth of 1 meter for one hour.
- p. The camera shall withstand multiple drops from a distance of 1.8 meters on to a concrete surface without sustaining any degradation of performance.
- q. The camera shall be able to sustain wireless communication complaint with CE regulations while operating at a frequency of 2.30 – 2.45 GHz, to a Standalone wireless receiver (if opted for).
- r. Supplier's EC Declaration of conformity certificate to be submitted.

22. STAGEWISE INSPECTION :-

Advance notice of at least 1 week should be given by the contractor, however contractor must keep the goods ready for stage wise inspection before giving such notice, "Purchaser" reserve the right for carrying the immediate inspection after receiving such notice for inspection.

The stages of inspection will be as under:-

Site Inspection for checking various test carried out in relation to Operations.

Site Inspection in relations to operating procedure, dimensions etc. as mentioned in Annexure A. Acceptance Test.

Delivery of the goods will be only accepted after the Acceptance Test successful inspection report.

The Vendor will have to submit in detailed 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 borne 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.

23. INSTRUCTION BOOK:

Instruction book for the guidance of the user including both operating and normal maintenance procedure shall be supplied. The book shall include an itemized and illustrated spare parts list giving reference number of all the

wearing part. A set of all operating manual for the guidance of the user including both operation and normal maintenance procedures for the:-

- a) Rescue Tools & Equipments & Thermal Imaging Camera
- b) Operation & Maintenance Manual

The book along with the drawing should be item wised and illustrate spare list giving reference number to all wearing parts are made easily available. Six sets of these books shall be supplied with the goods.

24. MARKING:

Each set shall be clearly and permanently marked with the following

- a) Manufacturer's name or trade mark.
- b) Year of manufacturer.
- c) Capacity of Rescue Tools & Equipments & Thermal Imaging Camera

Annexure– A (i)

NAME OF WORK: Supply of Rescue Tools & Equipments & Thermal Imaging Camera for the use of various fire services of State Govt./ ULB'S/SPA'S, State Govt. Undertakings, Organisations, or companies in the State of Maharashtra...

Sr. No.	Particulars	Qty	Rate In Figures	Amount Rs.
1	Hand Operated Combination Tools	1No.		
2	Hydraulic Spreader	1No.		
3	Hydraulic Combtools.	1No.		
4	Hydraulic Cutter	1No.		
5	Hydraulic Telescopic Ram	1No.		
6	Power Pack	1No.		
7	Saw (wood cutter)	1No.		
8	High Pressure Pneumatic Lifting Bags:-			
	a) Up to 31 tonns	1No.		
	b) Up to 41 tonns	1No.		
	c) Up to 41 tonns	1No.		
10.	Thermal Image Camera	1No.		

Rs. _____

- * 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,
- 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: _____ 2011

To: (Name and address of purchaser)

Gentlemen:

Having examined the tender documents including all annexures 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 for a sum of Rs. 40,00,000 (Rupees Forty Lakhs only) for the due performance of the Contract.

We agree to abide by this tender offer till DD/MM/YY 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 offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us on terms and conditions as mentioned under the Tender Document.

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

Dated this ____ day of _____ 2011

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. (No back-end-tie –ups)	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 Rescue Tools & Equipments & Thermal Imaging Camera 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 supplied at least 100 Sets of Rescue Tools & Equipments 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.	The Bidder should have supplied at least 15 Sets of Rescue Tools & Equipments in the last 3 years	The purchase order having the date earlier than 3 years before the last date of submission of bids shall be submitted.
7.	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.
8.	The Bidder should furnish Satisfactory Performance certificate, from State Government / ULB's /SPA / MNC's for execution of similar type of Job specified in this tender document	Satisfactory completion certificates from the clients.
9.	The Bidder should not have been blacklisted by any Government / ULB's/SPA's MNC	Self declaration of the company in this regard in the format given in Annexure T . If the Bidder is blacklisted during the currency of the RC, it will be deemed cancelled and without any need to issue any notice
10.	For Rescue Tools & Equipments & Thermal Imaging Camera testing, the Bidder should have, In house Testing facility as per IS standards. &	Documentary evidence alongwith the actual photographs of the testing facilities should be submitted

Annexure D - DETAILS OF BIDDER

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.	Turn over 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 throughout	
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	Have the equipment been satisfactory functioning
				As per Contract	Actual		

Date: _____

Place: _____

Signature of The Bidder

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 Rescue Tools & Equipments & Thermal Imaging Cameras.

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	2009-2010	2008-2009	2008-2007
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)			

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 necessary work
Testing Methodology
<ol style="list-style-type: none">1. Details of testing facility available with the Company in their workshop with respect to Relevant Indian Standards such and International standards approved Details of testing facility available with the Company in their workshop with respect to Relevant Standards.2. If required, Facility for Testing as per the required standards as mentioned above, shall be ascertained by the 3 / 4 men committee3. The availability of in house testing facility as per necessary 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
<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.3. Training Scheduled & Module should be submitted by the vendor for actual operation of the system , Onsite free training for minimum, 3days should be imparted to the users
Service Methodology
<ol style="list-style-type: none">1. The methodology for providing servicing and support post implementation

Annexure - J

DRAFT CONTRACT FORM (CF)

THIS CONTRACT is made on the day of2011 between **Maharashtra Fire Services**, a corporation constituted under the _____ and having its principal office at _____, hereinafter referred to as the “**Purchaser**” of the One Part and _____, a company incorporated under the Companies Act, 1956 and having its registered office at _____(hereinafter called the “**Vendor**”) of the Other Part.

The Purchaser and the Vendor are hereinafter also referred to collectively, as “**PARTIES**” and severally, as a “**PARTY**”.

WHEREAS

- A. The Purchaser floated a Tender number _____ dated ____ for the purpose of procuring goods and services related to designing, commissioning, Installation, Erection and testing for Rescue Tools & Equipments & Thermal Imaging Camera via a Rate Contract for the benefit of Purchaser Parties (hereinafter referred to as the “**Tender**”); and
- B. The Vendor was selected as a successful Bidder among the other Bidders along with the other vendors after a competitive bidding process.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated

1. “**Applicable Law**” means any law, rule, regulation, ordinance, notification, circular, order, code, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court, tribunal, regulatory body or other body having jurisdictional over the matter(s) in question, as in effect from time to time.
2. “**Bidder**” means an eligible manufacturer who had placed his bid or offer for the goods and services against the invitation to Tender under the Tender Document.
3. “**Contract**” means this contract and shall also include the terms and conditions provided under the Tender Document.

4. "**Contract Price**" means the price payable to the Vendor under this Contract for the full and proper performance of its contractual obligations.
5. "**Day**" means a working day.
6. "**Director**" shall mean the Director, Maharashtra Fire Services, Government of Maharashtra.
7. "Rescue Tools & Equipments & Thermal Imaging Camera" shall mean a Rescue Tools & Equipments & Thermal Imaging Camera.
8. "**Goods**" means all the equipment, machinery, and/or other materials which the Vendor is required to supply to the Purchaser Parties under this Contract or the Tender Document and shall include, but not be limited to, a "Rescue Tools & Equipments & Thermal Imaging Camera".
9. "**Gross Negligence**" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
10. "**Letter of Intent**" shall mean the letter of intent dated ____ issued by the Purchaser favouring the Vendor.
11. "**Purchase Order**" shall mean any order for the procurement of Goods placed by a Purchaser Party with the Vendor.
12. "**Purchaser Parties**" shall mean:
 - i. Director, Maharashtra Fire Services, Govt. of Maharashtra. (MFS)
 - ii. Urban Local Bodies (ULBs)
 - iii. Special Planning Authorities (SPAs)
 - iv. State Govt. Undertakings, Enterprises, Organizations or Companies.

13. "**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 Vendor covered under this Contract or the Tender Document.
14. "**Tender Document**" means the Tender issued by the Purchaser for the purpose of procuring goods and services related to designing, commissioning, fabrication and testing for Rescue Tools & Equipments & Thermal Imaging Camera on Rate Contract for the benefit of the Purchaser Parties and shall include the Invitation of Tender, Instructions to Bidders, Terms and Conditions of Contract, Detailed Specifications for Rescue Tools & Equipments & Thermal Imaging Cameras and the Schedules, Annexure or addendum thereto, as may be amended from time to time.
15. "**Willful Misconduct**" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
16. All the terms not defined under this Contract shall have the same meaning as assigned to them under the Tender Document.

1.2. Abbreviations:

- i. RC:- Rate Contract
- ii. ULBs :- Urban Local Bodies
- iii. SPAs - Special Planning Authorities
- iv. MFS :- Maharashtra Fire Services
- v. Rescue Tools & Equipments & Thermal Imaging Camera or Goods: Rescue Tools & Equipments & Thermal Imaging Camera.

1.3. Interpretation:

In this Contract, unless the context otherwise requires,

- (a) For the purpose of this Contract, where the context so admits, (i) the singular shall be deemed to include the plural and vice-versa, and (ii) masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) References to a "*person*" if any shall, where the context so admits, include references to natural persons, partnership firms, companies,

bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;

- (c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Contract.
- (d) References to the word "include" and "including" shall be construed without limitation.
- (e) Any reference to day shall mean a reference to a calendar day.

1.4 Priority of Documents:

The documents forming this Contract are to be taken mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) This Contract.
- (b) The Letter of Intent.
- (c) The Tender Document.

2. Use of Contract Documents and Information

- 2.1. The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, report, findings, Data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor for manufacturing Goods or in performance of the Services under the Tender Document.
- 2.2. The Vendor shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), specifications, report, findings, data, etc, thereof furnished by the Purchaser to any person other than a person employed by the Vendor for manufacturing Goods or in performance of the Services under the Tender Document.

3. Scope of work

3.1. Nature and Scope

The Vendor shall be required to provide with all the requisite Goods and Services based on the Purchase Order placed by any of the Purchaser Parties within time prescribed under this Contract.

3.2. Specifications

The specifications of the Rescue Tools & Equipments & Thermal Imaging Camera to be provided by the Vendor to the concerned Purchaser Party shall be as provided under the Tender Document or as agreed between the Parties pursuant to the bidding process.

3.3. Duty to Install

It shall be the duty of the Vendor to install and commission the Rescue Tools & Equipments & Thermal Imaging Camera being procured under this Contract, at any location in Mumbai, District headquarters, Taluka places or any other location in Maharashtra, as may be specified by the Purchaser.

3.4. Delivery Period

Irrespective of the number of goods or goods under each Purchase Order, the Vendor shall complete and deliver, to the respective Purchaser Party, each consignment of the Purchase Order within 60 Days Quality of Goods

The Goods provided by the Vendor must conform to the highest quality and standard. The Vendor guarantees that the items delivered to the Purchaser Party 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 shall submit the import documents to the concerned Purchaser Party.

Consistency must be maintained by the Vendor for the entire lot of the Rescue Tools & Equipments & Thermal Imaging Camera. All the required items in schedule of requirement must be of the same brand and of the same or higher technical specification.

All the equipments shall be supplied with the relevant Indian or international standards and where ever such standards are not in existence, the decision of the Director shall be final.

3.5. Inspection

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

The Director or his authorized representatives will carry out a stage-wise inspection of the Goods.

Each stage wise inspection will be carried out by three member's team authorized by the Director.

The Vendor shall abide by the probable schedule of stage wise inspection well in advance.

All the expenses of inspecting team members shall be borne by the Vendor. Such expenses shall include, but not be limited to, to and from expenses towards the traveling of the team members by train (AC- class II) from the journey place to the works.

The Vendor shall submit the schedule of stage wise inspection well in advance. The Goods shall be delivered only after Acceptance Test inspection is completed.

Stage-wise Inspection

Advance notice of at least 1 week shall be given by the Vendor to the Purchaser for the purpose of such inspection. However, the Vendor must keep the goods ready for stage wise inspection before giving such notice. The Purchaser reserves the right for carrying the immediate inspection after receiving such notice for inspection.

The stages of inspection will be as under:-

Site Inspection for checking various test carried out in relation to Operations.

Site Inspection in relations to operating procedure, dimensions etc. as mentioned in Annexure A. Acceptance Test.

Delivery of the goods will be only accepted after the Acceptance Test successful inspection report.

3.6. Reporting

The Vendor shall, formally report from time to time to the Director about the details including Purchase Order, corresponding number of equipments dispatched, license numbers, manufacturer's unique ID number on the equipment, and other such documents. The report in prescribed form shall be in both hard and soft copies. If any equipment is dispatched without making such reports to Director, it shall amount to a breach of this Contract and necessary action shall be taken against the Vendor as per terms and conditions of this Contract even to the extent of debarring the Vendor from participating in bids for the Government of Maharashtra for a period of one year.

3.7. Conformity of Goods

On arrival of the equipment at destination, the Purchaser Party or its representative shall have the right to inspect and / or test the equipment to confirm their conformity to the Contract. If the equipment or its performance is not as per specified conditions/standards, the Vendor shall take immediate remedial steps to the satisfaction of the Purchaser Party or Purchaser Party's representative of the same.

3.8. Workmanship and Material

Workmanship executed by the Vendor and its employees shall be of the highest order. All rivets and bolts - 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 shall be received and complied with by the Vendor.

3.9. Delivery and Delivery Documents

After the completion of work, the Vendor shall ensure free delivery of the goods to the concerned Purchaser Party, or as per the instructions of Purchaser without any extra cost for transportation. Delivery period should be as specified in the Contract. The delivery period includes the transportation of chassis from authorized dealers of the chassis manufacturers to the works of the Vendor and delivery for destination specified by the Purchaser. The Vendor shall intimate the respective Purchaser Party through email, telex/fax, telephone and/or any other mode of communication, the details of the goods which will be delivered at the respective fire stations. These details must include:

1. Transit Insurance policy number
2. Import Documents
3. Papers related to approval from Competent Authority, if any.
4. Hydro testing papers, if any.
5. Any other invoice particular to the goods to be delivered.

3.10. Acceptance Test

The Vendor, at the destination site, in the presence of authorized persons from the Purchaser or the Director or its nominated officers, shall conduct acceptance test of the goods delivered. The tests will involve trouble free operation of the goods under circumstances as envisaged by the Purchaser. The Purchaser Party shall not be liable to pay any additional charges to the Vendor for carrying out this acceptance test.

3.11. Operational Training

The Vendor shall, at its own cost, train two users of the Purchaser Party for three Days (full-time) for operation of all the equipment supplied and installed by it. The training will be as per the satisfaction of the Purchaser Party / end user. Training Schedule & Module shall be submitted by the Vendor to the Purchaser Party for actual operation of the system. Minimum 3 days on site training should be given to the actual users of the goods. Users will be nominated by the Purchaser Party/ Purchaser.

3.12. After Sales Services

The Vendor shall have the facility to give after sales service in the state of Maharashtra to the Purchaser Parties and shall be responsible to give free service for the period of 3 years as per the maintenance schedule. These services shall include, but not be limited to, spares, labour, material for goods body, etc.

15. **FREE MAINTENANCE GUARANTEE**

Free maintenance should be done after every 3 months at the concerned fire station premises. The Vendor should give free maintenance guarantee. The maintenance should be done at the Concerned Fire Station Premises where the Goods is delivered. The Vendor should send the qualified technical person to carry out the maintenance.

The contractor shall be responsible for the maintenance of the any defects or damages to Rescue Tools & Equipments & Thermal Imaging Camera of Latest Version. Any bad workmanship or of any inferior material, accessories, apparatuses etc. The opinion of DIRECTOR, 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 Rescue Tools & Equipments & Thermal Imaging Camera 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.

3.13.Repeated Failure

During the warranty period, if any equipment has any failure on two or more occasions it shall be replaced with new equipment by the Vendor at no cost to the Purchaser Party.

3.14.Replacement

Any equipment that is reported to be down should be either fully repaired or replaced by the Vendor with temporary substitute within 48 hours (inclusive of Public Holidays). 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. 2000 per day.

In case the equipment / goods is not repaired within a period of another 48 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 72 hours, 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.

3.15. Protection against Risk of Obsolescence

Vendor shall be responsible to make the spare parts, for the systems purchased from it, available for a minimum period of three years from the time of commissioning.

4. Payment

4.1. Sources of Funds

The Purchase Order for the Goods and Services shall be placed before the Vendor by the Purchaser Parties and only the respective Purchaser Parties shall be responsible for making the payments for the Goods supplied or Services rendered. The Purchaser shall in no way be responsible for making any payment to the Vendor.

4.2. Contract Price

The price for all the Goods and Services shall be as quoted by the Vendor in his bid or the lowest price as negotiated by the Purchaser with the Vendor pursuant to the bidding process. Under no circumstances shall the Purchaser Party be liable to pay more than whatever price is quoted by the Vendor in its bid or as agreed by the Vendor with the Purchaser.

4.3. Payment Terms

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 payment shall be released to the Vendor in parts 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 Vendor shall 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. The Purchaser or the Director or the Purchaser Party will not be responsible for any delay due to loss of time in transit and the Vendor shall be liable to pay compensation due to late completion of work as per terms of contract.

Payments shall be subject to any deductions (such as TDS etc.,) of any amount, for which the Vendor is liable under the Contract or Applicable Laws.

4.4. Taxes and Duties

The prices quoted by the Vendor in its bid or as agreed with the Purchaser shall be inclusive of all applicable taxes, duties, levies, surcharges etc. All such taxes, duties, levies, surcharges, etc. shall be borne and paid by the Vendor and the Purchaser Party all under no circumstances be responsible to pay beyond the quoted price or the price agreed by the Vendor with the Purchaser.

3.5 **OCTROI/ CESS ON ENTRY OF GOODS/ LOCAL BODY TAX 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.

5. **Security Deposit cum Performance Guarantee**

The Vendor shall furnish a Security Deposit to the Purchaser within a period of ___ days from the date of 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 -

- i. Security Deposit of Rs. 10,00,000/- (Rupees Ten Lakhs only) - The Earnest Money Deposit (“EMD”) worth Rs. 10,00,000/- provided by the Vendor shall be adjusted partly against the Security Deposit – cum – Performance Guarantee amount of Rs. 50,00,000/- on the signing of this Contract. The EMD shall, on the signing of the Contract, be converted into a Security Deposit of Rs. 10,00,000/-.
- ii. Security Deposit of remaining Rs. 40,00,000/- (Rupees Forty Lakhs only) - The remaining amount of Security Deposit - cum- Performance Guarantee i.e. Rs. 40,00,000/- (Rupees Eighty Lakhs Only) shall be provided by the Vendor 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 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 and conditions of the Contract or the Tender.

6. Penalties and Liquidated Damages

6.1. Compensation for Delay

If the Vendor fails to meet the delivery schedule / period provided under Clause 3.4 of this Contract, it shall be liable to pay compensation to the Purchaser/Purchaser Party for delay in completion of the Contract at the rate of Rs.2000/-per day per goods (per Rescue Tools & Equipments & Thermal Imaging Camera) , subject to a maximum of 20% of the Contract Price.

6.2. 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/Purchaser Party shall, without prejudice to the other remedies available to it 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 thereof during which the delivery of such goods may be delayed subject to a maximum limit of

20% of the stipulated price of the goods so undelivered. Such penalty is to be deducted always by the Purchaser from the bill of the Vendor.

Once the maximum limit of the damages mentioned above is reached, the Purchaser shall be entitled to forfeit the Security Deposit and may consider termination of the Contract. The Purchaser may agree to take another Security Deposit in the form of a bank guarantee of the 20% of the Contract value and give further extension at its discretion.

6.3. Penalty for Downtime

In case Vendor fails to meet the standards of maintenance prescribed under Clause 3.18 of this Contract, without prejudice to its other rights and remedies, the Purchaser/Purchaser Party may impose a penalty of Rs. 2000 per day per set.

Any equipment that is reported to be down should be either fully repaired or replaced by the Vendor with temporary substitute within 48 hours (inclusive of Public Holidays). 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. 2000 per day.

In case the equipment / goods is not repaired within a period of another 48 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 72 hours, 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.

6.4. Risk Purchase

In case, if the Vendor fails to deliver the Goods mentioned within the Purchase Order as stipulated in the delivery schedule, the Purchaser and/or the Purchaser Party may procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.

6.5. Suspension of the Contract

On finding any deviation from the specification or violation of any condition of the Tender Document / Contract, the Contract ("RC") may be suspended by the Purchaser till the final decision of Director on it is received. 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, a show cause notice will be issued by the Director to all concerned to take final decision. On enquiry, if Goods supplied are found in non-conformity of the standards prescribed under Contract or the Tender Document or are substandard, the Contract of that product may be cancelled and other appropriate action shall be taken. Decision of the Director shall be final on such matters.

7. Insurance

(A) Cost of TO & FRO Transit Insurance of the goods should be borne by the Vendor to the satisfaction of the Purchaser. The Vendor should insure the goods and shall also obtained full comprehensive insurance to cover the fire & general Risk, while its transportation from the authorized dealer of the goods as specified by the Director, Maharashtra Fire Services or any other Purchaser,

The goods should be insured by the Vendor even at the time of supply of goods to the fire station. The Comprehensive insurance shall be till the goods are supplied to the purchaser. All the insurance policies shall be in the name of Director, Maharashtra Fire & Emergency Services or any other Purchaser the case may be, Insurance claims, if any should be settled by the Vendor. It is the responsibility of the Vendor to insure the complete goods & equipments till the delivery on site as specified by the Purchaser.

B) In case of any damage to goods while in transit from to and fro to respective destination due to accident, theft, riots, strikes or any reasons there of it shall be the vendors responsibility to either process the insurance claims at his own cost to compensate the purchaser 100% of damage and there shall be no hardship to Govt. purchaser.

8. Warranty

The complete structure & equipments provided and erected for the Rescue Tools & Equipments & Thermal Imaging Camera under this Contract shall be subject to an overall performance warrantee for a period of 36 months from the date of delivery of Rescue Tools & Equipments & Thermal Imaging Camera to the destination as prescribed. On satisfactory expiry of the guarantee period the security deposit paid by the Bidder shall be released.

The Vendor shall be responsible for the maintenance of the Goods except for the chassis for any defects or damages to Goods due to bad workmanship or of any inferior material, accessories, apparatuses etc. The opinion of Director with regard to the quality of workmanship and proper finish etc. shall be final.

To avoid hampering of the services the Vendor shall be responsible to attend any call for manufacturing or defect in the Goods within 48 hours however the defect should be cured out on Top Priority i.e. within 8 days failing which the Security Deposit shall be forfeited.

The warranty should cover the following:-

- i. The equipment/product should be repaired within 03 days, failing which a replacement should be given till the machine is repaired.
- ii. 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. The Vendor will be required to keep this list up-to date at all times.
- iii. 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.

9. Restrictions of Rate Contract

The Vendor warrants that the price at which he has agreed to provide its Goods and Services to the Purchaser/Purchaser Parties under the Contract is the lowest price and this lowest price quoted by the Vendor shall become the base price. The Vendor warrants that he shall not quote a price below the base price, for Goods and Services of similar specification, to procure any other Government Tender. The Vendor also warrants that he shall abide by the guidelines for Rate Contract. If the Vendor violates the terms of this Clause of the Contract, he shall be barred from participating in any future Bidding Process of any Government and the Purchaser may proceed to terminate this Contract without any compensation to the Vendor. The Purchaser may also forfeit the Security Deposit and initiate appropriate legal proceedings against the Vendor.

10. Representations and Warranties

The Vendor hereby represents and warrants to the Purchaser that:

- i. It is duly organized and validly existing under the laws of India and has full power and authority to enter into this Contract and to perform its obligations under this Contract. The execution and validity of this Contract and the consummation of the transactions contemplated by this Contract have been duly authorized by all necessary action on the part of the Vendor;
- ii. This Contract constitutes a valid and binding obligation of the Vendor, enforceable against it in accordance with the terms hereof, and the execution, delivery and performance of this contract and all instruments

or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Vendor is a party or by which the Vendor is or may be bound.

- iii. Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Contract.
- iv. The Vendor is experienced and has the necessary expertise, skill and resources for providing the Goods and Services and to fulfill its obligations as provided under the Scope of Work clause under this Contract.
- v. The Vendor is in compliance with the eligibility criteria laid down for the Bidders under the Tender Document.
- vi. The Vendor has read, understood and agrees with the terms of this Contract and the Tender Document.
- vii. The Vendor shall comply with and shall not breach any terms and conditions or its duties and/or obligations as mentioned under this Contract or the Tender Document.
- viii. The Vendor has not engaged in any Corrupt Practice, Fraudulent Practice, Restrictive Practice, Undesirable Practice and/or Coercive Practice in competing for or in executing or procuring this Contract.

11. Indemnity

The Vendor shall indemnify, defend and hold harmless the Purchaser and its respective officers, directors, employees, representatives and agents as well as the Purchaser Parties ("Indemnified Parties"), from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including without limitation, reasonable attorneys' fees and expenses, for injury or death of third parties or loss of or damage to property of third parties or any other loss or damage caused to the Indemnified Parties, whether direct or indirect, arising as a result of or in connection with (i) any failure on the part of the Vendor to perform its obligations under the Contract or the Tender Document, (ii) any breach on the part of the Purchaser of terms, conditions, representations or warranties under the Contract or the Tender Document, (iii) any negligent acts or omissions or Willful Misconduct by the Vendor or anyone acting on Vendor's behalf or (iv) any violations of safety procedures, prescribed by the Purchaser or any Applicable Law or any Government Authority, by the Vendor or its employees,

agents, representatives or independent contractors or (v) any faulty goods, Goods or Services provided by the Vendor (vi) any infringement of any patent, trademarks, copyrights or any other Intellectual Property Rights or statutory infringements in respect of all the Goods supplied by the Vendor.

12. Force Majeure

12.1. Definition of Force Majeure

“Force Majeure” means an exceptional event or circumstance:

- a) which is beyond a Party’s control,
- b) which such Party could not reasonably have provided against before entering into the Contract,
- c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- d) which is not substantially attributable to the other Party.

“Force Majeure shall mean the following exceptional events or circumstances, so long as conditions (a) to (d) above are satisfied:

- i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- iii. riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel and other employees of the Contractor and Sub-contractors,
- iv. munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radioactivity, and
- v. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

12.2. If the Vendor is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give a written notice to the other Purchaser of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Vendor became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

12.3. The Vendor shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of the Vendor to make payments if any to the Purchaser under the Contract.

12.4. The Vendor shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure. It shall be the duty of the Vendor to give a written notice to the Purchaser as soon as it ceases to be affected by the Force Majeure.

12.5. The vendor 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.

13. Resolution of Disputes

The Purchaser/Purchaser Party 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 Party and the Vendor have been unable to resolve the dispute amicably; either party (not being MFS) may require that the dispute be referred for resolution to the Director. In case a party to the dispute is the Purchaser or MFS, if the dispute is not settled amicably within thirty days, the same shall be referred to the Secretary UD-2, Government of Maharashtra whose decision will be final and binding on both the parties.

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

14. Term and Extension of Term

This Contract shall remain valid and binding on the Parties for the period of 24 months ("Term") from the date of signing of this Contract. The Purchaser reserves the sole right to grant any extension of the Term above mentioned. The Purchaser shall one month prior to expiry of the Term of the Contract notify the Vendor of its intention to extend the Term of this Contract. The decision to grant the extension shall be at the Purchaser's discretion.

15. Breach of Contract

If any of the terms and conditions of this Contract or the Tender Document are violated by the Vendor or any of its duties and/or obligations provided under the Contract or the Tender Document are not complied with by the Vendor or if the goods supplied by the Vendor do not meet specified standards or fail the acceptance test, the event shall amount to the breach of this Contract. In such an event, the Vendor shall be given a time of 30 days to cure the breach and if the breach remains uncured or if it is incurable even after the cure period of 30 days, the Purchaser may at its discretion terminate this Contract without assigning any reason thereof. In the event that the Purchaser terminates this Contract, without prejudice to any other remedy available to the Purchaser under this Contract or under any law, the Purchaser shall be entitled to invoke the Security Deposit and forfeit the amount as well as proceed for any other appropriate action. The Vendor shall indemnify the Purchaser of all the losses directly or indirectly occurring to the Purchaser from such breach. In case if the defect related to the equipment is cured by the Vendor during the cure period, the equipment will be accepted by the Purchaser only after complete commission and satisfactory functioning of equipment for a minimum period of 90 days. The warranty period will commence only on acceptance (based on acceptance test) of equipment by the respective Purchaser Party.

16. Termination of Contract

16.1.Default

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 in part:

- i. If the vendor 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
- ii. If there occurs serious discrepancy in supply of Goods or its certification is noticed during the Contract period; or
- iii. If there is a breach by the Vendor of any of the terms and conditions of the Contract or the Tender Document; or
- iv. If the Vendor fails to perform any of its duties and/or obligations provided under the Contract or the Tender Document; or
- v. If the Vendor goes in to liquidation voluntarily or otherwise; or

- vi. If the Vendor fails to perform any other obligation(s) under the Contract;
or
- vii. If the Vendor, in the judgment of the Purchaser has engaged in a Corrupt Practice, a Fraudulent Practice, a Restrictive Practice, an Undesirable Practice and/or a Coercive Practice in competing for or in executing the Contract.

Upon termination, the Purchaser shall compensate the Vendor to the extent of works completed by the Purchaser provided that the Purchaser shall be entitled to deduct from such compensation, an amount equivalent to the losses caused to the Purchaser, any amount due from the Vendor as on the date of termination, all the damages caused to the Purchaser, etc.

16.2. Termination for Insolvency, Dissolution, etc

Notwithstanding anything contained under this Contract, the Purchaser may at any time terminate the Contract by giving written notice to the Vendor without compensation, if the Vendor becomes bankrupt or is otherwise adjudged insolvent or in case of dissolution of firm or winding up of company, or has acted in any manner detrimental to the interest, reputation, dignity, name or prestige of the Purchaser provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the Purchaser.

16.3. Termination for Convenience

Notwithstanding anything contained under this Contract, the Purchaser reserves the right to terminate by prior written notice, the whole or part of the Contract without prescribing any reasons thereof. The notice of termination shall specify that termination be for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date on which such termination becomes effective. Upon termination of this Contract, the Purchaser shall have the right to enter into an agreement with any third party for the completion of work or hiring services similar to that of the Vendor and shall in no way be answerable to the Vendor for such acts. Upon termination, the Purchaser shall compensate the Vendor to the extent of works completed by the Purchaser provided that the Purchaser shall be entitled to deduct from such compensation, an amount equivalent to the losses caused to the Purchaser, any amount due from the Vendor as on the date of termination, all the damages caused to the Purchaser, etc.

17. Subcontracting and Assignment

The Vendor shall, without the prior written consent of the Purchaser, neither subcontract nor assign whole or any part of its obligation under this Contract or the Tender Document.

18. Relationship with the Purchaser

The relationship between the Vendor and the Purchaser/Purchaser Parties is strictly contractual in nature and no condition under the Tender Document or the Contract shall lead to the inference of a relationship in the nature of an Employer and an Employee. It is further agreed that the Purchaser/Purchaser Parties shall, under no circumstances, have any relationship of whatsoever nature with the employees, directors, representatives, etc. of the Vendor and shall not be liable in any way to them.

19. Publicity

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

20. Notices

Notices, demands or other communication required or permitted to be given or made under this Contract shall be in writing in English language and delivered personally or sent by prepaid post with recorded delivery addressed to the intended recipient at its address set forth below:

If to the Party of the First Part

[Add name]

[Add address]

Attention: [add name of the person]

If to the Party of the Last Part

[Add name]

[Add address]

Attention: [add name of the person]

21. Governing Law and Jurisdiction

This Contract and the Tender shall be governed and interpreted by, and construed in accordance with the laws of India and all the disputes arising out of or related to this Contract shall be subjected to the jurisdiction of the appropriate courts at Mumbai only.

22. Severability

Any provision of this Contract, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

23. Legal Fees, Stamp Duty, etc

The Vendor shall bear all the legal, accounting, professional and advisory fees, commissions, stamp duty and other costs and expenses incurred by the Purchaser in connection with this Contract and the transactions contemplated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Maharashtra Fire Services,

[Authorized Representative]

For and on behalf of

[Authorized Representative]

[Seal of the Company]

Annexure K –

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE FORM

(Bank Guarantee)

(To be issued by a Bank as specified in the Tender Document)

REF

Bank Guarantee No.

Date

To,

Director,

Maharashtra Fire Services,

Government of Maharashtra.

Dear Sir,

In consideration of Government of Maharashtra (which expression shall hereinafter be referred to as “the Purchaser” and shall include Director, Maharashtra Fire Services, Government of Maharashtra, Urban Local Bodies, Special Planning Authorities and State Government Undertakings, Enterprises, Organizations or Companies, their successors and assigns), having agreed, inter alia, to accept the offer of having its registered office at (hereinafter referred to as “Vendor” which expression shall include its respective successors and assigns) to supply _____ (Description of the Goods and Services) for the purpose of _____ and more particularly delivering on time the Goods and Services mentioned in the Contract dated and Tender Document dated and in order to secure the due performance of the obligations of the Vendor under the Contract and Tender Documents, we the Bank having our Head Office at (hereinafter called as the “Bank”, which expression shall include our successors and assigns) so as to bind ourselves, our successors and assigns, do at the instance of the Purchaser, hereby unconditionally, irrevocably and without demure undertake to pay as primary obligor and not as surety only to the Purchaser forthwith at on first demand in writing by the Director, Maharashtra Fire Services, Government of Maharashtra (“the Director”).

We, the Bank _____ do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within three days) the amounts due and payable under this Guarantee without any demur merely on a written demand from the Director stating that the amount claimed has become due. Any such demand made on the Bank by Director shall be conclusive as regards the Vendor not performing and adhering to its obligations under the Contract and/or Tender Document. However, the Bank's liability under this Guarantee shall be restricted to an amount not exceeding Rs.40,00,000/- (Rupees Forty Lakhs Only).

We, the _____ Bank unconditionally undertake to pay to the Purchaser any money to the extent of what is the subject matter of this Guarantee, so demanded under this Guarantee notwithstanding any dispute or disputes raised by Vendor or any of them including in any suit or proceedings pending before any court or tribunal relating thereto or any instructions or purported instructions by Vendor to the Bank not to pay or for any cause to withhold or defer payment to the Purchaser/Director under this Guarantee, the Bank's liability under this Guarantee being absolute and unequivocal.

This Guarantee shall be irrevocable and shall remain valid upto .../.../..... (hereinafter called 'the End Date'). If any further extension of this Guarantee is required, the same shall be extended to such period.

We, the _____ Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without the Bank's consent and without affecting in any manner the Banks obligations hereunder to vary any of the terms and conditions of the Contract and Tender Documents or to extend or postpone the time of performance by the Vendor from time to time or postpone for any time or from time to time any of the powers exercisable by the Purchaser/Director against the Vendor and to enforce or to forebear from enforcing any of the terms and conditions relating to the above referred Contract and Tender Document and the Bank shall not be relieved from its liability by reason of any such variation or extension being granted to the Vendor or any forbearance, act or omission on the part of or any indulgence given by the Vendor or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

To give full effect to the obligations herein contained, the Purchaser shall be entitled to act against the Bank as primary obligor in respect of all claims arising out of this Guarantee and it shall not be necessary for Purchaser to proceed against the Vendor before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the Bank as principal obligor.

This Guarantee shall not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of the Vendor or any change in the legal constitution of the Bank or the Purchaser.

We, the _____ Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. 40,00,000/- (Rupees Forty Lakhs only). This Bank Guarantee shall be valid upto .../.../.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us written claim or demand on or before the End date.

In witness whereof of the Bank, through its authorized officer, has set it's hand and stamp on this day of at Mumbai

Witness

- | | |
|----|-----------------------|
| 1. | Signature |
| 2. | Name |
| 3. | Designation with Bank |

Stamp

Date

Annexure L– CERTIFICATE OF COMPLIANCE

CERTIFIED that I / we,

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

Annexure M – UNDERTAKING

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

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

Annexure N – DEFECT LIABILITY & RETENTION MONEY

The defect liability & Retention money period is of 36 months from the date of delivery of the Rescue Tools & Equipments & Thermal Imaging Camera. 6 % of the tender cost will be kept with “Purchaser” 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 Rescue Tools & Equipments & Thermal Imaging Camera. Similarly, the 2% each will be released at the end of 2nd year and third year respectively.

DATE :

PLACE :

Signature of the Vendor

**Director,
Maharashtra Fire Services
Govt. of Maharashtra**

MOST IMPORTANT

INFORMATION ABOUT ANNEXURES:-

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 'P'**
2. List of important works carried out/ works **ANNEXURE 'Q'**
under execution by the contractor
3. Break up of prices for main items. **ANNEXURE 'R'**
.
4. Technical Compliance sheet **ANNEXURE 'S'**
5. Statement of important deviation from OFFICE OF
THE DIRECTOR, MFS requirements, if any

ANNEXURE O: IMPORTANT DIRECTIVES

Stage wise Inspection of the Rescue Tools & Equipments & Thermal Imaging Camera will be carried out by the, OFFICE OF THE DIRECTOR, MFS 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 DIRECTOR, MFS.

ANNEXURE P:
MAKES OF MATERIALS OFFERED

Contractor should clearly specify the makes & Standards for the following items :

- Makes of the material should be clearly specified for Rescue Tools & Equipments & Thermal Imaging Camera.

ANNEXURE - Q

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 – R

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.	Octroi / Entry Tax (if applicable)	
6.	Work contract Tax	
8	Insurance	..
9.	Freight	..
10.	Packing/forwarding charges	..
11.	Quoted price.
12.	Overheads of the contractor	..
13.	Service Tax
14.	Final prices quoted .	

(in words:- _____

ANNEXURE S: 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.	Materials used for each Equipments	
2.	Pipelines Materials	
3.	Dimension of each equipments	
4.	INSURANCE	
5.	DELIVERY PERIOD	
6.	FACILITY FOR TESTING & INSPECTION (If required the same can be ascertained by the 3 men committee)	
7.	COMPANY SET UP & SERVICE BACK UP IN MAHARASHTRA FOR LAST 3 YEARS (If required the same can be ascertained by the 3 men committee)	
8.	FACILITY FOR AFTER SALES SERVICE	
9.	SPECIFICATIONS AND DRAWINGS	
10.	MAKES OF MATERIALS	Separate sheet is enclosed
11.	WORKMANSHIP AND MATERIAL	
12.	MAINTENANCE GUARANTEE	
13.	GUARANTEE	
14.	TERMS OF PAYMENT	
15.	TAXES & DUTIES	
16.	EXPENSES FOR STAGE WISE INSPECTION	
17.	VALIDITY	
18.	COMPENSATION	
19.	IF ANY CLARIFICATION ON ANY POINT REQUIRED FROM OFFICE OF THE DIRECTOR, PL. SPECIFY.	

ANNEXURE T – SELF DECLARATION

(Declaration on Stamp Paper of Rs.1000/-)

Tender Reference Number

Date:-

To,

Director,

Maharashtra Fire 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 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.

Name of The Bidder:-

Signature:-

Seal of the Organization:-

PRICE SCHEDULE (PS)

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

Serial No. _____

Price: Rs.

Tender Reference No.

Last Date and Time for receipts of tender offers:

Time and Date of Opening of tender offers:

Tender offer Validity till

Please note that the Bidder should quote the price all-inclusive per Unit of Water Fire Tender as per specifications outlined in **Annexure A**. Details of Price Break Up as per **Annexure R**

Sr. No.	Item Description	Cost of one unit

Amount in Rs.

Note:

Signature of Bidder _____

Business Address _____

Place:

Date: