

## उत्तर प्रदेश फायर सर्विस मुख्यालय लखनऊ।

चतुर्थ/पंचम तल, इंदिरा भवन, अशोक मार्ग, लखनऊ-226001, E-Mail fshqup@gmail.com

पत्रसंख्या:- एफएस-1405-2015

दिनांक:लखनऊ:अप्रैल 21 ,2015

### अल्प कालीन निविदा सूचना

उत्तर प्रदेश अग्निशमन सेवा हेतु निम्नलिखित Diesel Chassis BS-III के क्रय के लिए निर्माता/अधिकृत डीलरों से सील बन्द निविदायें आमंत्रित की जाती है:-

क्र० सं०	निविदा संख्या	उपकरण का नाम	मात्रा	अर्नेस्ट मनी (रु०में)	निविदा प्रपत्र का मूल्य(रु०में)
1	2	3	4	5	6
1-	एफएस-1405-2015	37 टन क्षमता की चेसिस	02	1,00000/-	344/-

2- उपरोक्त उपकरण के आपूर्ति हेतु इच्छुक फर्म निविदा फार्म मय टेक्निकल/ फाइनैसशियल बिड व शर्तों सहित निविदा प्रकाशन की तिथि से किसी भी कार्य दिवस में उत्तर प्रदेश फायर सर्विस मुख्यालय से प्रातः 10:00 बजे से 5:00 बजे के मध्य वॉछित धनराशि का बैंक ड्राफ्ट/डिमाण्ड ड्राफ्ट (राष्ट्रीयकृत बैंक द्वारा निर्गत) पुलिस महानिदेशक, फायर सर्विस के नाम से बनवाकर कर प्राप्त किये जा सकते हैं। जिन निविदाकर्ताओं को निविदा प्रपत्र स्पीडपोस्ट से प्राप्त करना हो उन्हें निविदा प्रपत्र के मूल्य के अतिरिक्त रु०100/- (डाक व्यय अतिरिक्त) का बैंक ड्राफ्ट/ डिमाण्ड ड्राफ्ट (राष्ट्रीयकृत बैंक द्वारा निर्गत ही स्वीकार किया जायेगा) पुलिस महानिदेशक, फायर सर्विस उत्तर प्रदेश लखनऊ(पेबुल एट लखनऊ) के नाम भेजना होगा। इस संबंध में डाक में हुई किसी प्रकार के विलम्ब का उत्तरदायित्व फायर सर्विस मुख्यालय का नहीं होगा।

3- प्रत्येक उपकरण/सामग्री की सम्पूर्ति हेतु अलग-अलग निविदा प्रपत्र (तकनीकी आफर एवं वित्तीय आफर) प्रस्तुत करना होगा।

4. उपकरण/सामग्री की सम्पूर्ति हेतु उपकरण के तकनीकी आफर में केवल एक ही माडल का उल्लेख किया जायेगा। तकनीकी आफर में यदि एक से अधिक माडल का उल्लेख पाया जायेगा तो निविदा निरस्त कर दी जायेगी।

5. प्रत्येक उपकरण/सामग्री के निविदा के लिए उनके समक्ष अंकित धरोहर धनराशि/ अर्नेस्टमनी (बैंक ड्राफ्ट/ डिमाण्ड ड्राफ्ट/बैंक गारण्टी- राष्ट्रीयकृत बैंक द्वारा निर्गत ही स्वीकार किया जायेगा) पुलिस महानिदेशक, फायर सर्विस उत्तर प्रदेश लखनऊ(पेबुल एट लखनऊ) के नाम से भेजना होगा। अर्नेस्टमनी के अभाव में निविदा पर विचार नहीं किया जायेगा।

6. सफल निविदादाता को आदेश मूल्य का 10 प्रतिशत की दर से सिक्क्योरिटी मनी (एफ०डी०आर० /बैंक ड्राफ्ट/बैंक गारण्टी - राष्ट्रीयकृत बैंक द्वारा निर्गत ही स्वीकार किया जायेगा) जमा करना होगा, जिसे गारण्टी/वारण्टी अवधि समाप्ति के बाद वापस कर दिया जायेगा।

7. अपर पुलिस महानिदेशक/पुलिस महानिदेशक,फायर सर्विस,उत्तर प्रदेश,लखनऊ किसी समय बिना कारण बताये निविदा को निरस्त कर सकते हैं।

8. विभाग न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं होगा एवं क्रय किये जाने वाले उपकरणों की संख्या घटाने व बढ़ाने का भी पूर्ण अधिकार होगा।

9. निविदादाता द्वारा टेण्डर की शर्तें पूर्ण न करने पर निविदा निरस्त कर दी जायेगी।

10. जो फर्म अर्नेस्टमनी/निविदा शुल्क जमा करने से छूट के लिए दावा करती हैं,उन फर्मों को इस सम्बन्ध में सक्षम प्राधिकारी द्वारा निर्गत अर्नेस्टमनी से छूट प्रदान करने सम्बन्धी वैध प्रपत्र को प्रमाणित कर(हस्ताक्षर मय मुहर) तकनीकी आफर के साथ उपलब्ध कराया जाना अनिवार्य है।

11- जो फर्म निविदा शुल्क जमा करने से छूट के लिए दावा करेगीं उन फर्मों को भी निविदा के साथ निविदा प्रपत्र के मूल्य के बराबर वॉछित धनराशि का बैंक ड्राफ्ट/ डिमाण्ड ड्राफ्ट (राष्ट्रीयकृत बैंक द्वारा निर्गत ही स्वीकार किया जायेगा) जमा करना होगा। निविदा प्रपत्र के मूल्य के अभाव में निविदा पर विचार नहीं किया जायेगा।

12- निविदा प्रस्तुतकर्ता फर्म के स्वामी/अधिकृत एजेण्ट को प्रत्येक निविदा की तकनीकी बिड के साथ वांछित समस्त प्रमाण-पत्र यथा आयकर विभाग, व्यापारकर विभाग, हैसियत प्रमाण-पत्र तथा ₹0100/- मात्र का नान जूडिशियल स्टाम्प पेपर पर निविदा दाता फर्म/कम्पनी इस आशय का प्रमाण पत्र प्रस्तुत करेगा कि निविदादाता फर्म/कम्पनी की कोई आपराधिक पृष्ठभूमि नहीं है, जो नोटरी द्वारा सत्यापित भी होगा।

13. इंटरनेट वेबसाइट से प्राप्त किये गये उपकरणों/संयंत्रों के स्पेशीफिकेशन एवं टर्म्स एण्ड कण्डीशन तथा फायर सर्विस मुख्यालय, उत्तर प्रदेश से सीधे क्रय किये गये उपकरणों/संयंत्रों के स्पेशीफिकेशन एवं टर्म्स एण्ड कण्डीशन में यदि कोई अन्तर होता है तो फायर सर्विस मुख्यालय, उत्तर प्रदेश से सीधे क्रय किये उपकरणों/संयंत्रों के स्पेशीफिकेशन एवं टर्म्स एण्ड कण्डीशन ही मान्य होंगे।

14. निविदा संबंधी नियम/शर्तें, स्पेशीफिकेशन, एस0पी0डी0-3, फार्म उ0प्र0पुलिस की वेबसाइट <http://uppolice.up.nic.in> एवं सूचना विभाग, उ0प्र0 लखनऊ की वेबसाइट [www.upgov.nic.in](http://www.upgov.nic.in) पर देखी एवं डाउनलोड की जा सकती है। डाउनलोड किये गये निविदा फार्म के मूल्य का बैंक ड्राफ्ट, जो पुलिस महानिदेशक, फायर सर्विस, उत्तर प्रदेश, लखनऊ (पेबुलएट लखनऊ) के पक्ष में देय हो, भेजना अनिवार्य होगा, अन्यथा निविदा निरस्त कर दी जायेगी।

15. निविदा के आधार पर अन्तिम निर्णय लेने से पूर्व यदि प्रश्नगत उपकरणों के संबंध में किसी फर्म द्वारा या किसी अन्य एथेन्टिक श्रोत से प्रश्नगत उपकरण के डीजीएस एण्ड डी अथवा उद्योग निदेशालय, कानपुर के दर अनुबन्ध पर उपलब्ध होने की सूचना प्राप्त होती है या प्रश्नगत उपकरणों के सम्बन्ध में डी0जी0एस0 एण्ड डी0 दर अनुबन्ध का नवीनीकरण अथवा नया डी0जी0एस0 एण्ड डी0 दर अनुबन्ध जारी हो जाता है तो आमन्त्रित की गयी निविदा स्वतः निरस्त समझी जायेगी।

16. ऐसी फर्म जो आपराधिक छविवाली है या जिनके विरुद्ध विभागीय अथवा ब्लैक लिस्टिंग की कार्यवाही की गयी है अथवा प्रचलित है, की निविदा स्वीकार नहीं की जायेगी।

17. चेक लिस्ट के प्रत्येक बिन्दु के सम्मुख आवश्यक पूर्ण पृविष्टि अंकित करके निविदा के तकनीकी आफर के साथ संलग्न कर उपलब्ध कराया जाना अनिवार्य है। चेक लिस्ट सहित तकनीकी आफर के साथ संलग्न किये गये सम्मस्त अभिलेखों को निविदा दाता फर्म के सक्षम अधिकारी द्वारा प्रमाणित कर प्रस्तुत करना अनिवार्य है (हस्ताक्षर मय मुहर) अन्यथा निविदा अस्वीकार कर दिया जायेगा।

18. टेण्डर के जनरल टर्म्स एण्ड कण्डीशन में अंकित निर्देश के अनुरूप निविदा प्रस्तुत करना होगा। अन्यथा निविदा स्वीकार नहीं किया जायेगा।

19. यदि निम्नलिखित दिवसों में अवकाश हो तो निविदायें अगले कार्य दिवस में पूर्वान्ह 11:00 बजे खोली जायेगी:-

(1) निविदा विक्रय करने की तिथि एवं समय	: निविदा प्रकाशन की तिथि से : दि0 07-05-2015 को मध्यान्ह 12.00 बजे तक
(2) निविदा प्राप्त करने की अन्तिम तिथि	: दि0 07-05-2015 को अपरान्ह 14:00 बजे तक
(3) टेकनिकल बिड खोलने की तिथि व समय	: दि0 07-05-2015 को अपरान्ह 15.00 बजे
(4) टेकनिकल बिड के परीक्षण की तिथि	: दि0 07-05-2015 को अपरान्ह 15.30 बजे

पुलिस महानिदेशक  
फायर सर्विस, उत्तर प्रदेश,  
लखनऊ।

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**PhoneNo.0522-2287236/2288338/2287235 /2286683/2286420**

**Fax No. 0522 2287237**

**U.P. FIRE SERVICE HEADQUARTERS, LUCKNOW**

4<sup>th</sup> /5<sup>th</sup> Floor, Indira Bhawan, Ashok Marg, Lucknow-226001, E-Mail fshqup@gmail.com

TENDER NO-FS-1405-2014

DATED:LUCKNOW: April 21 ,

2015

**INVITING SHORT TERMS TENDER NOTICE**

Sealed Tenders are invited from the Manufacturers, Authorized agents/ dealer for supply of following Diesel Chassis BS-III :-

SL. No.	Tender No	Name of Equipment	No of Item	E.M.D (In Rs.)	Cost of tender (In Rs.)
1	2	3	4	5	6
1	FS-1405-2015	Chassis (Capacity 37 Ton) BS-III	02	1,00,000/-	344/-

2- The Tender documents for tender mentioned above along with Technical specification may be purchased on payment at the cost given against tender in Demand Draft in favour of Director General of Police Fire Services U.P. Lucknow payable at Lucknow. **(issued by Nationalized Bank will only be accepted )** The office of the undersigned on any working day between 10.00 AM to 5.00 PM. Those desirous of obtaining the Tender documents by Speed Post may send extra charges of Rs.100/- Demand Draft in favour of Director General of Police Fire Services U.P. Lucknow payable at Lucknow. Bank Draft / Demand Draft should be issued by a Nationalized Bank. **(issued by Nationalized Bank will only be accepted )**

3- Terms and Conditions of Tender notice, specification and relevant documents can be downloaded from U.P. Police website <http://uppolice.up.nic.in> and Department of Information U.P., Lucknow website <http://www.upgov.nic.in>. In this case the tenderer will have to enclose the cost of tender documents in the form of Bank Draft drawn in favour of Director General of Police Fire Services U.P. Lucknow payable at Lucknow with the technical offers. Separate Bank drafts in respect of the cost of tender documents and earnest money should be enclosed. Cost of tender documents is not refundable, while earnest money is refundable.

4- In The Technical offer only one model should be mentioned meeting all Technical requirements as per specification otherwise offer will be rejected.

5- Each Bidder will have to deposit an Earnest Money (EMD) as mentioned against tender in the form of FDR/Bank Guarantee **(issued by Nationalized Bank will only be accepted )** in favor of Director General of Police Fire Service U.P. Lucknow payable at Lucknow.

6- Successful bidders will have to deposit {FDR/Bank Guarantee **((issued by Nationalized Bank will only be accepted )** a security money @ 10% of the order value, which will be refundable after expiry of warranty period.

7- The Director General of Police /Addl. Director General of Police, Fire Services U.P. Lucknow may cancel the tender at anytime without assigning any reason for the same.

-02-

8- The Number and quantity of equipments/material may be increased or decreased by the purchaser as per need and Bid can be cancelled without showing any reason. Bidder Firm will be bound to supply as per stipulated number as set by the Department and on the same terms and conditions.

9- If tendered items are available on D.G.S. & D. Rate Contract & D.I. Rate Contract during the process of purchase then purchase by tender can be cancelled by the Department. If any item of Bidder firm is on D.G.S. & D. Rate Contract & D.I. Rate Contract, the concerning firm will enclose the necessary documents.

10- Firms which claim exemption for deposition of Bid Fee & Earnest Money will have to submit certificate in this direction from the competent authority designated by the concerned Government. Valid certificate should also be attested by the bidder.( with signature & seal)

**11- Firms registered under NSIC also have to deposit Tender Fees.**

12- Bidder must submit up dated certificate of Income Tax Department, Sales Tax Department and legal solvency certificate in regard to their firm. The Bidder must produce a certificate on an Affidavit of INR 100/- of Non-judicial stamp paper verified by Notary stating that the company/ firm participating in the Bid does not have a past or present Criminal record/background.

13- Bidder should fill completely the attached Check List Annexure-II (Sl.No. 1 to 13) and attach it with Technical offer of the bid. Check List & other relevant documents should be attested by the bidder firm with signature & seal of the Competent Authority otherwise Offer will be rejected.

14- Bidder should comply all instructions given in the General Terms & Conditions of the Tender documents, otherwise bid will be rejected.

**15- The Tenders will not be accepted to the Firm having criminal background or Black listed from any organization.**

16- It is clarified that in case of holiday in following dates then next day tender will be opened at 11.00 hours sharp.

Period of sale/ Date of Tender documents	:From the date tender published to 07.05.2015 12:00 hours
1- Last date of receipt of Tenders	:07.05.2015 14:00 hours
2- Date of Opening of Technical offer	:07.05.2015 15:00 hours
3- Date of Valuation of Technical Offer	: 07-05-2015 at 15-30 hours

**Director General of Police**  
Fire Service Headquarter



## UTTAR PRADESH FIRE SERVICE HEADQUARTER

4<sup>th</sup> & 5<sup>th</sup> FLOOR, INDIRA BHAWAN, ASHOK MARG, LUCKNOW

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**Caveat:** “The Bidder is expected to examine all instructions, forms, terms and conditions, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid”



## **UTTAR PRADESH FIRE SERVICE HEADQUARTER**

**4<sup>th</sup> & 5<sup>th</sup> FLOOR, INDIRA BHAWAN, ASHOK MARG, LUCKNOW**

### **GENERAL TERMS AND CONDITIONS OF BID**

1. (a) **Only the manufacturer/ authorized agent/ dealer/ supplier registered with 'Directorate of Industries' of Government of India or any State Government will be eligible to participate to bid against present tender notice.**
- (b) Special terms and conditions, if given along with the specifications of a particular tendered item(s) being purchased will be deemed to have superseded the relevant conditions laid down in the 'General Conditions of Bid'.
- (c) 'Director General/Addl. Director General of Fire Service Headquarters, U.P., Lucknow', hereinafter referred to as "the Purchaser" reserves the right to accept or quash/ reject all or any of the bids either in part or full or split up the contract without assigning any reason there of.
- (d) **Bidders should bid separately for each of the item which forms separate serial number in the tender notice but will not be allowed to break-up any such item or bid for only a part of an item.**
- (e) All bids must be F.O.R. various destinations in U.P.
- (f) The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- (g) At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- (h) All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by fax, and will be binding on them.
- (i) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
- (j) The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.
- (k) **The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.**
- (l) **All bids submitted shall include the legal status, place of registration and principal place of business of the company or firm or partnership, etc. Details of work experience and past performance of the bidder on items offered and on fire fighting vehicles within the past five years and details of current contracts in hand and other commitments. (the bidder should have work experience of ten firefighting vehicles offered Fabricated/ Manufactured in five years.**
  - (i) **Actual Production Capacity**
  - (ii) **Capacity already committed to offer**
  - (iii) **Capacity available for the Tender in question**
  - (iv) **Monthly commitment of supply against capacity available for the tender in question under(c)**

**This could be supplemented with offer certificate / Document to make the position amply clear.**

- (m) Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and/or returned unopened to the Bidder.
- (n) The Purchaser will prepare minutes of the bid opening.
- (o) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (p) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (q) "Day" means calendar day.
- (r) The tendering firms are required to submit the costing with documentary proof (Like bills and vouchers) compulsorily in support of their rates along with tender (Financial Cover.)
- (s) ISI License –Valid copy of License should be attached with tender documents (For ISI marked equipments) failing which offer will be rejected.

## **B. SUBMITTING THE BID**

2. (a) The essential details of specification & instructions are to be followed strictly in accordance with the tender notice. The tendering firms are required to submit their offer in TWO PARTS. The first part will be named as "TECHNICAL BID" and the second part will be called as "FINANCIAL BID".
- (b) The Bidder shall prepare two copies of the each bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern. The original and all copies of the bid shall be typed or written in indelible ink.
- (c) The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". All relevant enclosures should be very clearly indicated on the all envelopes. He shall then place all the inner envelopes in an outer envelope (SEPARATE BIG COVERING ENVELOPE). All properly sealed envelopes should be addressed to 'Director General/Addl. Director General of Fire Service Headquarters, U.P., Lucknow-226 001'.
- (d) Tender notice numbers, date of tender notice and due date of opening should be mentioned on all sealed envelopes.
- (e) The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- (f) Rates quoted in the technical bid WILL NOT BE ACCEPTED.
- (g) Special attention of the bidding firms is invited about the receipt of bid in time. In case of hand delivery, please ensure that bid(s) is/ are dropped in the Tender Box before the prescribed date and time. The tender box is kept in the office of the Purchaser.
- (h) All papers, certificates or documents required to be submitted with the technical & financial bids should also be prepared in duplicate and attached firmly with respective bids. Certificates should be attested by the firm. Original documents to be shown at the time of Technical bid evaluation.
- (i) All the enclosures enclosed with the respective bids should be valid on the date of opening of the technical and financial bids and as per terms and conditions of bid.
- (j) Each and every page of technical & financial bid including enclosures, certificates & affidavits or any relevant documents has to be signed by the authorized person with official stamp showing designation on entity. Otherwie bid will be rejected.
- (k) Each and every page of technical & financial bid including enclosures, certificates, affidavits or any relevant documents to be numbered and list of page wise contents of this has to be prepared and attached at the start of each bid.

- (l) Every cutting, erasures or overwriting shall be valid only if they have full signature of the persons signing the bid wherever the correction have been done.
- (m) Manufacturer/ authorized agent/ dealer/ supplier should not have previous records of being blacklisted in any part of India.**
- (n) Clearly mention, if there is any deviation in bid in comparison to that of desired specifications.**
- (o) It shall be the responsibility of the bidding firms to ensure presence of their authorized representatives at the time of opening of technical & financial bid opening and meeting there of and acquaint themselves with shortcomings in their bids, if any. No separate intimation will be sent to the tendering firms in this regard. Further bidder should furnish to his representative a letter of authority bearing representative's attested signatures.**
- (p) Dealer/Agent/Sales agent being bidder, shall have to ensure dispatch of items direct from factory premises to the purchaser.
- (q) 0.5 % discount has to be allowed by the firm if timely payment is made, i.e., within 30 days from the acceptance of items. In the absence of any stipulation contrary to it, it will be presumed that the bidder agrees for this rebate.
- (r) Details of payment condition: 100% payment after receipt, inspection, verification and acceptance of material within 30 days.
- (s) In case any required documents, paper(s) is/ are found short at the time of opening of technical bid then bidder should give valid reasons for non submission of papers in his firm's technical bid. Only certain (not all) documents/ papers may be accepted up to one day before the opening of the financial bids. Decision of PCM (T) will be final in this regard.
- (t) The quantities mentioned in the tender notice shall be deemed to be only approximate and will not in any manner whatsoever be binding on the department.
- (u) Telex, cable or facsimile bids will be rejected.
- (v) When the validity of certain documents called for has expired and renewal has been applied for but issuing authority has not issued the revalidated documents/ license; an affidavit on general stamp paper of Rs.100.00 should accompany the bid. Please do not forget to do this as bid otherwise is liable to be rejected.
- (w) Only one Model will be acceptable in one bid. Otherwie bid will be rejected.**
- 3. (a) A certificate of registration of the manufacturer/ authorized agent/ dealer/ supplier with 'Directorate of Industries' of Government of India or any State Government must be enclosed with technical bid.**
- (b) Acceptance of 0.5 % discount by the firm on timely payment, i.e., within 30 days from the acceptance of items should be mentioned in Technical Bid itself.
- (c) The make of the items quoted must be clear and specified. Use of words like 'Indian Make' Best Quality, 'X' or equivalent make should be avoided. If any tendered item is 'Q' mark/ ISI mark/ EN standard/ ISO9001:2000 or equivalent, please enclose valid attested copies of 'Q' mark/ ISI mark/ EN standard/ ISO9001:2000 or equivalent registration certificate with technical bid, failing which their bids shall be ignored. If applied for renewal, proof of steps taken must be enclosed with technical bid along with expired license. Other thing being equal, 'Q' marked/ ISI marked/ EN standard or equivalent goods will be given preference.
- (d) If any regulatory Act is applicable in item(s), then enclose copy of clearance certificate of the competent authority with technical bid.
- (e) Production capacity, capacity already committed to other parties and capacity available for this bid should be mentioned clearly and separately.**
- (f) Bidders should give detailed description and specifications of each items and if required enclose catalogues, pamphlets, leaflets, literature or the articles tendered for (in duplicate). The name and address of the makers and country of manufacturers should also

invariably be stated. The items offered should conform to the latest ISI/ EN/ISO9001:2000 standards or equivalent, wherever applicable.

- (g) Give statement if any supply is pending against any earlier order in your favor with technical bid.**
  - (h) Copies of the test reports of the items of bid.**
  - (i) In case of U.P. State firms, enclose valid 'sales/ trade tax registration certificate' and 'sales/ trade tax clearance certificate' in the prescribed form from the sales tax department. In case of outside U.P. firms, enclose valid 'C.S.T. registration certificate and 'C.S.T. clearance certificate'. The clearance certificates should not have been issued earlier than 364 days from the date of opening of tender.**
  - (j) Details of the delivery period should be provided in technical bid.**
  - (k) Documents of security, if asked for, have to be enclosed with technical bid.**
  - (l) Details of quality control management system followed by the bidder may also be given with technical bid.**
  - (m) The supplier will supply goods and materials from time to time in such quantities as may be agreed in the contract at the rates set forth in the Price Schedule.**
  - (n) Give any other special relevant information.**
4. (a) The financial bid should be submitted in S.P.D.-3 format (in duplicate) duly filled in and signed by the authorized person. Bid not in duplicate shall be rejected. The Bidder shall indicate on the S.P.D.-3 format the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- (b) Prices quoted by the Bidder shall be fixed for the Contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**
  - (c) Prices shall be quoted in Indian Rupees.**
  - (d) Rates, discount, rebates, sales tax, excise duty or any other duties/ taxes should be written both in figures as well as in words and there should be no cuttings or overwriting.**
  - (e) Quoting any conditions on discount which affects the quoted rates shall not be acceptable and such offer shall be rejected. Any discount given on quoted price as a whole shall however be acceptable.**
  - (f) Taxes such as excise, sales/ trade tax and net rates (net rate should include packing, forwarding, insurance, levies and other expenditures, if any) should be recorded separately and very clearly according to proforma of Price Schedule failing which offer may be rejected/ ignored. Any cutting/ corrections if any should be properly attested by the bidder.**
  - (g) After opening of the financial bid, any change in the rates shall not be acceptable.**
  - (h) No representation shall be entertained after opening of financial cover of tender.**

#### **C. BID FEES (TENDER FEES)**

5. (a) Bid fee should be deposited in the form of demand draft in favor of 'Addl. Director General of Fire Service U.P., Lucknow' payable at Lucknow.
- (b) The bid fee shall be denominated in Indian Rupees.**
  - (c) Copy of the bid fee deposited has to be enclosed with technical bid. Bidding firms claiming exemption from bid fee are required to enclose along with their bid, the photocopy of relevant G.O., if any.**
  - (d) *Bid(s) without bid fees will not be considered.***

#### **D. BID SECURITY (EARNEST MONEY)**

6. (a) The Bidder shall furnish, as part of its bid, a bid security in the amount as specified in the tender notice. Bid security should be deposited in the form of demand draft in favor of "Addl. Director General of Fire Service U.P., Lucknow" payable at Lucknow.
- (b) Wherever bid security is asked for, the same shall have to be given/ submitted as desired along with the technical bid. Bids without bid security will be rejected.**

- (c) The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
- (d) The bid security shall be denominated in Indian Rupees.
- (e) **The bid security shall be submitted in its original form; copies will not be accepted.**
- (f) The bid security shall remain valid for a period of 45 days beyond the original validity period of bids.
- (g) Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible.
- (h) The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- (i) The bid security may be forfeited:
  - (I) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder; or (ii) does not accept the correction of errors or
  - (II) in case of a successful Bidder, if the Bidder fails (i) to sign the Contract; or (ii) to furnish performance security.
- (j) Bidding firms claiming exemption from bid security are required to enclose along with their bid, the photocopy of relevant G.O., if any.
- (K) **If a bidder who is exempted from furnishing bid security withdraws his proposal within the said period, he may, at the discretion of the Purchaser be debarred from tendering for a period decided by the purchaser reckoned from the date of opening the bid.**

#### **E. PERIOD OF VALIDITY OF BIDS**

- 7. Bids shall remain valid for a period mentioned in 'Special Terms and Conditions' mentioned with specifications of the tendered items prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 8. In exceptional circumstances, the Purchaser 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 telex or fax). The bid security provided also has to be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

#### **F. MODIFICATION AND WITHDRAWAL OF BIDS**

- 9. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 10. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 11. If a bidder withdraws his bids in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder, the Purchaser may agree to allow such withdrawal but in such a case the bid security shall be forfeited. If the Purchaser does not allow such withdrawal and accept the bid and the bidder fails to perform his part of the contract, the bid security deposited shall be forfeited besides other consequences for breach of the contract.
- 12. No bid may be modified subsequent to the deadline for submission of bids.

#### **G. CLARIFICATION OF BIDS**

- 13. During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

#### **H. PRELIMINARY EXAMINATION OF BIDS**

14. **The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer, shall be treated as non-responsive and rejected.**
15. If the bid security furnished is inadequate for all the tendered items, the purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the tendered items included in his bid (offer) in the serial order of the items given in tender notice.
16. Numerical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
17. The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder. Decision of PCM (T) will be final in this regard.
18. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the general and special terms and conditions of the bidding documents without material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
19. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **I. EVALUATION AND COMPARISON OF BIDS**

20. The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive.
21. No bid will be considered if the complete requirements covered in the tendered item are not included in the bid. Bidders are allowed the option to bid for any one or more items.
22. The Purchaser's evaluation of a bid will exclude and not take into account in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder.
23. Rates and other condition being equal, preference will be given to the manufacturing unit.
24. Price preference will be given in accordance with latest U.P. Government G.O.'s. The price preference can not be claimed as a matter of right. It can only be considered if firm's qualify for the same in terms of various G.O.'s issued by the Government of U.P. from time to time.

#### **J. CONTACTING THE PURCHASER**

25. No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.
26. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

#### **K. NOTIFICATION OF AWARD**

27. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
28. The notification of award will constitute the formation of the Contract.

29. Upon the successful Bidder's furnishing of performance security, insurance etc. pursuant to special terms and conditions mentioned with the specifications of the tendered items, the Purchaser will promptly discharge the bid security to all unsuccessful bidders.

#### **L. SIGNING OF CONTRACT**

30. At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form incorporating all agreements between the parties.
31. Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

#### **M. PERFORMANCE SECURITY**

32. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the 'special terms and conditions' of bid, in such form of 'Bank Guarantee' in favor of 'Inspector General of Fire Service U.P., Lucknow' payable at Lucknow.
33. The Performance Security shall be denominated in Indian Rupees and shall be in one of the forms acceptable to the Purchaser. Bidding firms claiming exemption from performance security are required to enclose along with their bid, the photocopy of relevant G.O., if any.

#### **N. INSURANCE**

34. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the insurance in accordance with the 'special terms and conditions' of bid, in such form which is acceptable to the Purchaser.
35. Failure of the successful bidder to comply with the requirement of above clauses 32 and 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next evaluated bidder or call for new bids.

#### **O. CORRUPT OR FRAUDULENT PRACTICES**

36. The Purchaser requires that Bidders/ Suppliers/ Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
37. The Purchaser will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to participate in tenders of its department if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

#### **P. SAMPLES, INSPECTIONS AND TESTS**

38. Bid samples are not required unless specially called for. Quoting items without samples where these are called for, the bid of the firm may be ignored.
39. **Samples have to be demonstrated if asked for. The goods or materials to be supplied under the contract are to be of the quality or sort in every respect equal and answerable to the patterns or sample sent with the quotations and approved by the Purchaser.**
40. The Purchaser reserves the right to call, by notice in writing, for sample(s) at any time during the realization of the bid. On such a demand, the bidding firms shall have to submit samples within the period prescribed in such number/ quantity as the Purchaser may deem fit. Failure to supply with this request shall make the bid liable to be rejected.
41. The Purchaser, or the indenting officer or any other officer or person duly authorized in writing by the Purchaser shall have power to inspect the stores before during and after manufacture, collection, dispatch transit or arrival and to reject the same or any part of

- portion, If he or they be not satisfied that the same is equal or according to sample or specification in weights, quantity and number.
42. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
  43. Goods or materials rejected or refused on the ground of inferior quality or any other ground shall be removed by the supplier at his own risk and expense within seven days after notice has been received by him of such rejection. In the event of non-removal by the supplier as aforesaid within the said period of seven days it shall be lawful for the Purchaser to authorize the indenting officer to sell by public auction any rejected material or goods, and in such case the supplier shall be credited with the sales proceeds thereof but will not be entitled to any loss or damage that may be occasioned by such sale. If the contractor is not satisfied with the decision of the authority rejecting or refusing the goods, he may appeal to the Purchaser within five days of the receipt of such notice, and the decision of the Purchaser will be final in all cases.

#### **Q. PACKING**

44. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
45. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements specified in any subsequent instructions ordered by the Purchaser.

#### **R. SIGNING OF BID**

46.
  - (a) The bid is liable to be ignored if complete information is not given therein. If bidding firms are in disagreement with certain conditions given therein in full or part, they should clearly bring out the same in their bid, failing which it shall be presumed that they agree with all the condition given therein. It may please be noted carefully that till such time a fresh agreement is drawn embodying the agreed conditions the conditions, given in shall govern the contract.
  - (b) If the bidders are Agent /Dealer/Supplier, they should submit an authority of their principal (*in prescribed format*) along with proof of manufacturing of principal firm for quoted item(s).
  - (c) The individual signing the bid and/or other documents connected with a contract must write his name in block letters under his signatures. He has to sign the bid and all the enclosures on each and every paper submitted by him.
  - (d) The individual signing the bids and/or other document should specify whether-
    - (i) He is sole proprietor of the firm or constitutes attorney of such sole proprietor,
    - (ii) A partner of the firm if it be a partnership firm, in which case he must have authority to refer to arbitration dispute concerning the business of the partnership by virtue of partnership agreement or a power of attorney.
    - (iii) Constituted attorney of the firm if it is a company under the meaning of Company Law.
    - (iv) Managing director/ president/ chairman /company secretary in case of limited company having authorization for committing the company from its board of directors or as is required under company laws, and

(v) President or Secretary in case of registered co-operative society having such powers through laws/by-laws or by special resolution.

**(vi) In case of (ii) above, a copy of partnership agreement or general power of attorney, in either case attested by a Notary public should be furnished unless the same has been previously given to the Purchaser or an affidavit on stamped paper of all the partners admitting execution of partnership agreement or general power of attorney should be furnished.**

(Vii) In case of partnership firms, where no authority to refer disputes concerning the business of the partnership to arbitration has been conferred on any partner, the bid and all documents attached thereto must be signed by each and every partner of the firm.

(viii) A person signing the bid form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if on enquiry it appears that the person so signing had no authority to do so the Purchaser may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

(ix) In other cases, the resolution/ authorization/ attorney should be submitted with the bid, if not already done, duly attest by Notary public.

## **S. PRICES**

47. (a) (i) In the case charges being extra, please give the current rates that are applicable on the item(s) quoted.

(ii) If it is decided by the bidder to charge excise duty extra wherever the duty is leviable on slab basis, the bidding firms should clearly indicate duty that shall be charged by them in case their bid is accepted which shall be paid accordingly. No claim thereafter for extra excise duty shall be tenable on the ground of the bidder having crossed a particular slab. In the absence of the information in the bid, if extra duty has been claimed for the purposes of comparison of rates, duty at full rates shall be given into consideration.

(b) (i) If it is desired by the bidder to ask for sales tax to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the bid it shall be presumed for all purposes that the price quoted by the bidder is inclusive of sales tax and no liability for payment of sales tax will be developed upon the purchaser.

(ii) Bidders, demanding sales tax extra, will be paid sales tax at the rates prevailing at time of supply.

## **T. AUTHORITY LETTER**

48. (a) **The bidding firms (if not manufacturer of the item) should submit along with their bid an authority letter from their principals (who should be manufacturer) that they are their authorized agents/ dealers/ stockiest. It shall be the duty of the bidder as well as principal to inform the department any material change that takes place in the above agreement during the finalization/ pendency of the contract. Failure to do so may entail civil as well as criminal liability and this is without prejudice to the Purchaser rights to cancel the order or take such necessary action as it may deem fit.**

(b) The authority letter should be speaking and specific and should clearly bring out the relation of principal and agent/ dealer/ stockists as the case may be. It should speak of territory and acts assigned to the agent/ dealer/ stockists.

(c) The principal should commit themselves through this authority letter for shortcomings/ defects/sub-standard supplies/supplies not according to norms or law of land etc.

(d) *Vague authority letters, business letters, shall not be considered as authority letters and such bid may be ignored outright.*

## **U. GENERAL**

49. No assistance for the procurement of Import License for any material will be given by the Purchaser unless otherwise specified in the tender notice.

50. **The contractor shall not sublet or assign this contract without the written permission of the Purchaser. In the event of the contractor sub-letting or assigning this contract without such permission he shall be considered as having committed a breach of this contract.**
51. In case of non performance in any form or shape of the condition of this contract, the Purchaser shall have power to annul, rescind or cancel the contract and upon his notifying in writing to the supplier that he has done so, this contract shall absolutely determine. He may also debar the firm for the U.P. Fire Service Head Quarter, U.P., Lucknow contracts for such periods as he thinks fit.
52. Without prejudice to any other remedy provided by law any amount due from the supplier to the governor will be recoverable as arrears of land revenue and may also be recovered by deduction from any amount due from the governor to the supplier on any account under any other transaction.
53. With every dispatch of goods or materials under the arrangement invoices or bills of parcels in duplicate are to be sent by the supplier to the Indenting Officer, the duplicate to be returned by the indenting officer with the quantities or number received duly noted there on.
54. (a) All disputers arising out of this contract shall be subject to the provisions of Indian Arbitration Act, 1940 and subsequent amendments thereof. Disputes not covered under the arbitration provisions shall be subject to the territorial jurisdiction of Lucknow Courts only.
- (b) The contracts shall be governed by the Force Majeure Clause as specified below:  
“If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any wear, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, strikes, lock-outs, explosions, epidemics quarantine restrictions or other acts of God, King, Government or rural (hereinafter referred to as eventualities) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof neither party shall be reason of such eventuality be entitled to terminate this contract nor shall, either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have to be so resumed shall be final and conclusive.

## **V. IMPORTANT NOTE**

### **58. Inspection:**

Inspection of the item will be done as per terms & condition given in Technical specification.

### **59. Any action taken in good faith in the interest of Public Safety will be acceptable to all bidders and can not be challenged in any Court under Jurisdiction causing delay in the process.**

60. In case of imported items, all document of import viz. Bill of landing, custom clearance, shipping, insurance, certificate of country of origin e.t.c shall be submitted to the department along with the Bill for verification.
61. The negotiation would be held with any tenderer as per Govt. order.
62. A Certificate of the registration by N.S.I.C/S.S.I shall be made submitted with the bids
- 63- Bidders should ensure compliance of all the Terms & conditions of **Annexure-A**
- 64- Compliance of paras shown in bold letter is must. Otherwise tender will be rejected.
- 65-Bidder should Fill attached Check List **Annexure-II** (Sl.No. 1 to 13) incomplete information will not be acceptable and bid will be rejected.

**(P.K.Rao)**  
**Joint Director,**  
Fire Service Headquarter  
U.P. LUCKNOW

## CHECK LIST FOR TENDERERS

**TENDERER SHOULD NOT FORGET TO ENCLOSE THE REQUIRED DOCUMENTS  
ALONG WITH YOUR BID, FAILING WHICH THE BID WILL BE REJECTED.**

		YES/NO	Page No. of Bid Document
1	Prescribed Bid/ Tender Fee of Rs..... DD No..... Dt.....		
2(a)	Bid Security (Earnest Money) of Rs..... Bank Guarantee/ DD No..... Dt.....		
2(b)	Proof of waiver of bid fees, bid security, performance security, if any ( Photo copy of valid Proof )		
3	Technical bid with all enclosures in duplicate in sealed envelops. (No of enclosures with ..... page No.on each page.)		
4	Financial bid in duplicate in sealed separate envelops.		
5	Page numbering of technical and financial bids including enclosures.(Total page No. of technical bid.)		
6	Signature of authorized persons along with official seal on each and every page of technical bids.		
7	Valid registration certificate of NSIC Directorate of Industries of Government of India/ State Governments.(only for manufacturer)		
8	Attested copy of PAN card./TAN/TIN		
9(a)	Valid Sales/ Trade Tax Registration Certificate (in case of U.P. firms).		
9(b)	Valid CST Registration Certificate (in case of outside U.P. firms).		
10	Acceptance for condition of 0.5% discount if payment is made within 30 days from the date of acceptance of material.		
11 (a)	In case of manufacturer of tendered items, enclose certificate of proof in this regard.		
11 (b)	In case you are not manufacture of tendered items, authorization letter(s) of your principal(s) to participate in this tender whose product(s) has/ have been quoted by you. Name of principal-----address.: ----- Phone No./Mob. No.-----		
11 (c)	In case you are not manufacture of tendered items, certificate from your principal(s) regarding proof of manufacturing of tendered items.		
12	Declaraton -Tenderer must submit an affidavit verified by the Notary on Non Judicial Stamp paper of Rs.100/- stating that the Tenderer /Firm has no criminal Background.		
13	Bid Affidavit on Rs.100/- Non Judicial Stamp paper verified by the Notary.		

**निविदा की नियम व शर्तें**

1-टेक्निकल बिड व फाइनेन्शियल बिड दो-दो प्रतियों (ओरिजनल एवं डुप्लीकेट में) अर्थात् कुल चार सील बन्द लिफाफे जिन्हे एक लिफाफे में सील बन्द करके रखा जायेगा, प्रस्तुत की जायेगी। प्रत्येक लिफाफों के उपर लाल स्याही से उपकरण का नाम व दिनांक तथा निविदा संख्या का स्पष्ट उल्लेख होना चाहिये। टेक्निकल बिड के ओरिजनल लिफाफा नं० 1 में अर्नेस्ट मनी (मूल रूप में) सहित उपकरणों के साहित्य व मॉगे गये अन्य अभिलेख संलग्न होने चाहिये। इसी प्रकार टेक्निकल बिड(डुप्लीकेट) लिफाफा नं. 2 में, टेक्निकल बिड नं०-1 में कार्यालय द्वारा निर्गत ओरिजनल एस०पी०डी०-3(प्रारूप संलग्न है), अर्नेस्ट मनी, गारन्टी की अवधि तथा समस्त अभिलेखों की छाया प्रतियों संलग्न की जानी चाहिये। टेक्निकल बिड में उपकरणों के मूल्य कदापि अंकित नहीं होने चाहिये अन्यथा निविदा निरस्त कर दी जायेगी। इसी प्रकार फाइनेन्शियल बिड का लिफाफा नम्बर-3 ओरिजनल होगा जिसमें कार्यालय द्वारा निर्गत एस०पी०डी०-3 की छाया प्रति सहित उपकरणों के मूल्य, आपूर्ति की अवधि, गारन्टी की अवधि इत्यादि तथ्य अंकित किये जायेगे। फाइनेन्शियल बिड के लिफाफा नम्बर-4 (डुप्लीकेट) में लिफाफा नं०-3 में अंकित/संलग्न की गयी सूचनाओं की छायाप्रतियाँ लगायी जायेगी। चारों ही लिफाफों में टेण्डर फार्म का प्रारूप/एस.पी.डी.-3 फार्म अवश्य ही संलग्न होना चाहिये।

2- अपूर्ण निविदायें, बिना अर्नेस्ट मनी के प्रस्तुत निविदा, प्रथम दृष्टया तकनीकी विशिष्टताओं को पूरा न करने वाली निविदाओं पर विचार नहीं किया जायेगा।

3- टेक्निकल बिड में उपकरणों की निर्माता कम्पनी का नाम, भारत वर्ष में सर्विस सेन्टर इत्यादि का उल्लेख होना चाहिए।

4- निर्धारित तिथि समय एवं स्थान पर उपकरण का प्रदर्शन देखा जायेगा, जिसकी सूचना समय से दिया जायेगा।

5- ऐसी फर्म जो डी.जी.एस. एण्ड डी. नई दिल्ली, एन.एस.आई.सी. नई दिल्ली, डी.आई. कानपुर, यू.पी.एस.आई. सी कानपुर में पंजीकृत नहीं है, उन्हें निविदा के साथ अर्नेस्ट मनी जमा करना अनिवार्य होगा अन्यथा उनकी निविदा निरस्त कर दी जायेगी। अर्नेस्ट मनी से छूट प्राप्ति हेतु पात्रता रखने वाली फर्म को उक्त संस्थान में पंजीकृत होने का प्रमाण पत्र संलग्न करना अनिवार्य होगा।

6-शासन द्वारा निर्धारित क्रय की समयावधि तक निविदा वैध मानी जायेगी।

7-भुगतान उपकरण की संतोषजनक आपूर्ति सुनिश्चित हो जाने के पश्चात नियमानुसार देय करों की कटौती करके किया जायेगा। भुगतान में विलम्बता की स्थिति में किसी प्रकार का ब्याज देय नहीं होगा।

8- उपकरण की आपूर्ति अग्निशमन रिजर्व स्टोर, चौक, लखनऊ(उ०प्र०) अथवा उ०प्र० फायर सर्विस मुख्यालय, लखनऊ के निर्देशानुसार प्रदेश के किसी भी जनपद में (जो जैसी स्थिति है) प्राप्त की जायेगी जिसके लिये कोई अतिरिक्त किराया भाड़ा, चार्ज, इन्श्योरेंस चार्ज इत्यादि भुगतान नहीं किया जायेगा।

9-उपकरण का मूल्य एवं देय टैक्स अलग-2 प्रस्तुत किये जाए। आपूर्ति आदेश में अंकित धनराशि के अलावा किसी प्रकार का अतिरिक्त भुगतान नहीं किया जायेगा।

10-आयातित उपकरणों के मामलों में निर्माता विदेशी कम्पनी द्वारा अधिकृत डीलर/एजेन्टो द्वारा ही निविदा प्रस्तुत की जाये। इस सम्बन्ध में निर्माता, विदेशी कम्पनी द्वारा निर्गत निविदा प्रस्तुत करने वाली फर्म के पक्ष में भारत वर्ष में उनके उपकरणों के विक्रय/गारन्टी/वारन्टी हेतु प्राधिकृत के सम्बन्ध में अद्यतन प्राधिकार पत्र टेक्निकल बिड में संलग्न करना अनिवार्य होगा अन्यथा निविदा स्वतः निरस्त समझी जायेगी। इस सम्बन्ध में निर्माता विदेशी कम्पनी के भारत वर्ष में अधिकृत एजेन्ट/वितरक द्वारा किसी अन्य फर्म के पक्ष में निर्गत प्राधिकार पत्र मान्य नहीं होगा। इस सम्बन्ध में निर्माता विदेशी कम्पनी द्वारा निम्न तथ्यों की पुष्टि की जानी होगी:-

(1) निविदा प्रस्तुत करने वाली फर्म उनके द्वारा प्राधिकृत है तथा उपकरण उनकी फर्म द्वारा निर्मित है।

(2) निविदा प्रस्तुत करने वाली फर्म उनकी तरफ से निविदा प्रस्तुत कर सकती है।

(3) उपकरण की गारन्टी अवधि समाप्त हो जाने के पश्चात यदि उनके द्वारा प्राधिकृत एजेन्ट वारन्टी की सेवायें देने के असफल होंगे तो वारन्टी/उपकरणों के स्पेयर पार्ट्स इत्यादि उपलब्ध कराने की जिम्मेदारी उनकी होगी।

**11-**यदि प्रोपराइटी श्रेणी के अन्तर्गत है तो इस सम्बन्ध में निर्माता विदेशी कम्पनी का सर्टीफिकेट उपलब्ध कराना होगा।

**12-**उपकरण की आपूर्ति में असफल रहने पर जमानत धनराशि जब्त करने,, फर्म को काली सूची में डाले जाने, नियमानुसार अन्य वैधानिक कार्यवाही किये जाने का अधिकार अधोहस्ताक्षरी के पास सुरक्षित है।

**13-**निविदादाता फर्म को पिछले 3 वर्ष का वार्षिक टर्न ओवर के सम्बन्ध में अभिलेख प्रस्तुत करना होगा।

**14-**निविदादाता फर्म को 100.00 रुपये के स्टैम्प पेपर पर इस बात का शपथ-पत्र (नोटरी) प्रस्तुत करना होगा कि उनकी फर्म को किसी भी सरकारी विभाग द्वारा काली सूची में नहीं डाला गया है। यह प्रमाणपत्र 6 माह से अधिक अवधि का नहीं होगा।

**15-**निविदा प्रस्तुतकर्ता फर्म के स्वामी/अधिकृत एजेंट/वितरको को प्रत्येक निविदा की तकनीकी बिड के साथ वांछित समस्त प्रमाण-पत्र यथा आयकर विभाग, व्यापार कर विभाग तथा रु0 100/- मात्र का नान जुडिसियल स्टाम्प पेपर पर निविदादाता फर्म/कम्पनी इस आशय का प्रमाण पत्र प्रस्तुत करेगा कि निविदादाता फर्म/कम्पनी की कोई आपराधिक पृष्ठभूमि नहीं है, जो नोटरी द्वारा सत्यापित भी होगा के अभाव में निविदा पर विचार नहीं किया जायेगा।

**16-**आपूर्ति हेतु आदेशित फर्म को आपूर्ति आदेश प्राप्त करने के पूर्व 100 रुपये के स्टैम्प पेपर पर क्रयानुबन्ध हस्ताक्षरित करना होगा जिसमें उपकरणों की आपूर्ति का शेड्यूल गारन्टी, वारन्टी पेनाल्टी क्लॉज, भुगतान इत्यादि का विवरण होगा। अनुबन्ध पत्र के साथ 10 प्रतिशत जमानत धनराशि जो कि अपर पुलिस महानिदेशक, फायर सर्विस, उ0प्र0 लखनऊ के पक्ष में देय होगी (प्रस्तर-4 के अनुसार ) जो कम से कम एक वर्ष तक वैध हो संलग्न करनी होगी। उक्त जमानत धनराशि उपकरणों के एक वर्ष तक सफल संचालन के पश्चात लौटायी जा सकती है।

**17-**निविदादाता फर्म को उपकरण की आपूर्ति करते समय इस बात का लिखित प्रमाण पत्र देना होगा कि उनके द्वारा जो उपकरण सम्पूर्ति किया जा रहा है वही उपकरण प्रदर्शन के दौरान प्रदर्शित किया गया था तथा उसी ही उपकरण की निविदा टेक्निकल बिड में भी प्रस्तुत की गयी है। इस सम्बन्ध में आपूर्ति के अवसर पर वांछित प्रपत्र में उपकरण का माडल, सीरियल नम्बर, निर्माता कम्पनी का नाम/पता, व साथ ही वारन्टी कार्ड भी संलग्न किया जाना आवश्यक होगा।

**18-** यदि भविष्य में आपूर्तित उपकरण डुप्लीकेट पाया गया तो फर्म के विरुद्ध नियमानुसार वैधानिक कार्यवाही की जायेगी।

**19-** आपूर्ति के अवसर पर फर्म द्वारा प्रत्येक उपकरण के लिये अलग-2 आपरेटिंग एण्ड मेन्टीनेन्स मैनुअल (यथासंभव हिन्दी में) उपलब्ध कराना अनिवार्य होगा अन्यथा उपकरण की प्राप्ति स्वीकार नहीं की जायेगी। इस सम्बन्ध में फर्म को अपने निजी व्यय पर उपकरण संचालन के सम्बन्ध में आवश्यक प्रशिक्षण अग्निशमन कर्मियों को अग्निशमन रिजर्व स्टोर, चौक, लखनऊ(उ0प्र0) में प्रदान किया जाना होगा। यह प्रशिक्षण उ0प्र0 में अन्य जनपदों में भी जिन्हे उपकरण वितरित किये गये है, आयोजित कराया जा सकता है जिसके लिये किसी प्रकार की अतिरिक्त धनराशि देय नहीं होगी।

**20-**फर्म को उपकरण सप्लाय के क्षेत्र में पिछले 05 वर्षों के अनुभव के सम्बन्ध में प्रमाण पत्र प्रस्तुत करना होगा तथा कस्टमर (विशेषकर देश के विभिन्न प्रदेशों के सरकारी कार्यालय) की सूची उपलब्ध करानी होगी, जिन्हे उनके द्वारा उपकरण की आपूर्ति पूर्व में की गयी है।

**21-**यदि उक्त उपकरण का मूल्य रुपये 10 लाख से अधिक है (टैक्स छोड़कर) तो फर्म को 2 प्रतिशत इन्ट्रीटैक्स ट्रेजरी चालान के रूप में नकद फायर सर्विस मुख्यालय, उत्तर प्रदेश, लखनऊ में आकर जमा करना होगा जिसका समायोजन बिल में से किया जायेगा।

**22 -**उपकरणों के प्रदर्शन के दौरान प्रदर्शित किये गये फर्म के सैम्पुल उ0प्र0 फायर सर्विस मुख्यालय, लखनऊ की अभिरक्षा में अस्थाई रूप से रखे जायेंगे जिसपर मार्कर पेन से हस्ताक्षर किया जायेगा। प्रदर्शन आख्या तैयार करने के पश्चात जिस फर्म के उपकरण स्पेशीफिकेशन के अनुरूप नहीं पाये जायेंगे उन्हें उनका उपकरण वापस कर दिया जायेगा तथा प्रदर्शन में सफल पायी गयी फर्मों का उपकरण तब तक फायर सर्विस मुख्यालय की अभिरक्षा में रखा जायेगा जब तक कि आपूर्ति हेतु आदेशित की जाने वाली फर्म को चिन्हित न कर लिया जाये। अन्तिम रूप से केवल आपूर्ति हेतु आदेशित फर्म द्वारा प्रदर्शन के दौरान प्रदर्शित सैम्पुल को तब तक फायर सर्विस मुख्यालय, उत्तर प्रदेश, लखनऊ में फायर सर्विस मुख्यालय, उत्तर प्रदेश, लखनऊ में की अभिरक्षा में रखा जायेगा जब तक कि उनके द्वारा आपूर्ति सुनिश्चित न कर दी जाये। इस मध्य यदि उन्हें कही और उपकरण प्रदर्शन दिखाये जाने हेतु उपकरण की

आवश्यकता होगी तो उन्हें उपकरण का सैम्पुल अस्थाई रूप से प्रदान किये जाने का निर्णय लिया जा सकता है व फायर सर्विस मुख्यालय, उत्तर प्रदेश, लखनऊ का इस संबंध में लिया गया निर्णय ही अंतिम होगा।

23-निविदादाता फर्म को स्पेशीफिकेशन में अंकित टर्म्स एण्ड कन्डीशन फार आफ्टर सेल्स सर्विस/मेन्टीनेन्स एण्ड स्पेयर्स, सपोर्ट एण्ड इन्फ्रास्ट्रक्चर फार मेन्टीनेन्स, डिमान्स्ट्रेशन के सम्बन्ध में निर्धारित शर्तों को पालन करना होगा।

24-उपकरणों की गारण्टी अवधि जो कि 01 वर्ष की होगी, की गणना उपकरण के अधिष्ठापन के तिथि से की जायेगी।

25-तकनीकी निविदा के साथ प्रस्तुत उपकरणों के साहित्य ;स्पजतंजनतमद्ध में अंकित समस्त सहवर्ती उपकरण यथा टूलकिट आदि जैसा भी वर्णित हो की आपूर्ति निविदादाता को करनी होगी अर्थात वित्तीय निविदा समस्त सहवर्ती उपकरणों को जोड़कर प्रस्तुत की जाय।

26- निविदा में किसी भी सहवर्ती उपकरण को व्जपवदंस के रूप में अंकित किया जाना मान्य नहीं होगा और न ही उसका कोई मूल्य वित्तीय निविदा में प्रस्तुत किया जायेगा। यदि ऐसा किया जाता है तो यह माना जायेगा कि निविदादाता द्वारा प्रस्तुत दर कपटपूर्ण है और उसकी निविदा निरस्त कर दी जायेगी।

27-टेक्निकल बिड में प्रस्तुत उपकरण का मूल साहित्य ;व्जपहपदंस स्पजतंजनतमद्धसंलग्न करना अनिवार्य होगा। छाया प्रति अथवा किसी अन्य माध्यम से प्राप्त की गयी प्रति मान्य नहीं होगी तथा निविदा निरस्त कर दी जायेगी।

28-फाइनेंशियल बिड में एक से अधिक मूल्य अंकित करने पर निविदा निरस्त कर दी जायेगी।

29-विदेशी आयातीत उपकरण के संबंध में बिल आफ इन्ट्री, सी0ई0,ई0एन0 सर्टिफिकेट उपकरण के निरीक्षण के समय निरीक्षण कमेटी के समक्ष फर्म द्वारा प्रस्तुत किया जाना होगा।

30- उपकरण का नमूना तकनीकी आफर के परीक्षण के समय फायर सर्विस मुख्यालय में प्रस्तुत करना होगा। तकनीकी आफर के परीक्षण की तिथि से पूर्व से फर्म को सूचित किया जायेगा। यदि फर्म द्वारा नमूना प्रस्तुत नहीं किया जाता है तो निविदा पर विचार नहीं किया जायेगा।

31-उ0प्र0 फायर सर्विस मुख्यालय, लखनऊ अथवा अन्य सरकारी संस्थानों द्वारा जिन फर्मों को काली सूची में डाला गया है या संदिग्ध घोषित किया गया है उनकी निविदा पर विचार नहीं किया जायेगा।

32-उद्योग निदेशालय तथा एन0एस0आई0सी0 द्वारा अनुमोदित फर्मों की निविदा पर ही विचार किया जायेगा। जिस उपकरण के निर्माण हेतु फर्म द्वारा निविदा द्वारा प्रस्तुत की गयी है यदि उस उपकरण के निर्माण हेतु उद्योग निदेशालय अथवा एन0एस0आई0सी0 द्वारा फर्म को पंजीकृत नहीं किया गया है तो निविदा पर विचार नहीं किया जायेगा। (यह शर्त उन अग्निशमन संयन्त्रों/मशीनों पर लागू होगा, जिनका फेब्रीकेशन किया जाना है।)

33-निविदा के सभी संबंधित कालम हां या नहीं शब्दों में भरा जायेगा। अन्यथा आफर पर विचार नहीं किया जायेगा।

34-चेकलिस्ट के सभी कालम को पूर्ण कर प्रस्तुत किया जाय तथा संबंधित अभिलेख संलग्न करते हुए अभिलेख का क्रमांक चेकलिस्ट के संबंधित कालम में अंकित किया जाय। चेकलिस्ट को पूर्ण न करने की स्थिति में आफर पर विचार नहीं किया जायेगा।

35-वित्तीय आफर खोलते समय फर्म के प्रतिनिधियों की उपस्थिति आवश्यक है। प्रतिनिधि के अनुपस्थित रहने पर संबंधित फर्म को वित्तीय आफर खोलने के बाद इस संबंध में किसी प्रकार की सूचना नहीं दी जायेगी। जिससे क्रय की प्रक्रिया बाधित हो रही हो।

36-ट्रान्सपोर्टेशन चार्जेज उपकरण के बेसिक प्राइस(टेंपव च्त्पबम) में सम्मिलित करके वित्तीय आफर प्रस्तुत किया जायेगा, अन्यथा विचार नहीं किया जायेगा।

37-निविदादाता आफर के साथ यह भी सूचना उपलब्ध करायेगा कि संबंधित उपकरण पिछले तीन वर्षों में भारतवर्ष में कहां-कहां सम्पूर्ति किये गये हैं। संस्थानों द्वारा निर्गत परचेज आर्डर की सत्यापित छायाप्रति संलग्न की जाय अन्यथा प्रमाण के अभाव में आफर अस्वीकृत कर दिया जायेगा।

38-आफर की वैधता अवधि वित्तीय आफर खोलने की तिथि से 180 दिवस होगी।

**39-**वित्तीय आफर खोलते समय न्यूनतम प्रथम मूल्य प्रस्तुत करने वाली फर्म की निर्माण/मैनुफैक्चरिंग क्षमता उद्योग निदेशालय एवं एन0एस0आई0सी0 द्वारा निर्गत रजिस्ट्रेशन में दिये गये क्षमता को ध्यान में रखते हुए ही क्रयादेश जारी करने पर विचार किया जायेगा। क्षमता से अधिक अर्थात शेष बचे बाडी निर्माण कार्यों को अन्य फर्म जिनके वित्तीय आफर खोले गये हैं, से न्यूनतम प्रथम मूल्य पर कार्य करने की सहमति प्राप्त होने पर उनसे बाडी निर्माण कार्य कराने पर विचार किया जायेगा।

**40-** वित्तीय आफर खोलते समय न्यूनतम प्रथम आने वाली फर्म के उपस्थित प्रतिनिधि को संसूचित करने के पश्चात 07 दिवस के अन्दर वांछित बैंक गारण्टी, चेसिसों की इन्श्योरेन्स एवं अन्य वांछित अभिलेख लेकर फर्म के अधिकृत प्रतिनिधि को क्रय अनुबन्ध करने हेतु फायर सर्विस मुख्यालय, लखनऊ में उपस्थित होना होगा।

**41-**निर्धारित नियम व शर्तों में आवश्यकतानुसार अतिरिक्त शर्तें भी जोड़ी जा सकती है जिसका पालन करना फर्मों को अनिवार्य होगा।

(पी0के0 राव),  
संयुक्त निदेशक,  
फायर सर्विस उत्तर प्रदेश,  
लखनऊ।

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**TENDER FORM**  
**GOVERNMENT OF UTTAR PRADESH**  
**DIRECTOR GENERAL OF UTTAR PRADESH FIRE SERVICE, LUCKNOW.**  
**CONDITIONS OF AGREEMENT**

1- The arrangement is to last till but in the event of any breach of the terms of arrangement at any time on the part of the supplier the arrangement shall be determined summarily by the Director General/Addl. Director General of U.P. fire service, without compensation to the supplier.

2- The supplier will supply goods and materials from time to time in such quantities as may be entered in the indents sent at the rates set forth in the Schedule of rates at page(4).

3- The goods and materials to be supplied under the arrangements are to be of the quality or sort in every respect equal and answerable to the patterns or sample sent with the quotations and approved by The Director General/Addl. Director General of U.P. fire service. In the event of supplies not being up to the sealed sample accepted, but good enough for retention, the goods supplied may either be retained at a reduction in cost not exceeding 10 percent of the total value or be returned to the supplier in accordance with paragraph 10 below at the option of the Indenting Officer. The goods may only be retained at a reduction if the supplier agrees.

4- The Director General/Addl. Director General of U.P. fire service may, by notice in writing, call upon the supplier to supply additional goods and materials to serve as sample, and upon such notice in writing the supplier shall be bound to supply additional sample of goods and materials, such additional samples being in all respects of same quality or sort as the sample first supplied.

5. (a) All rates are to be based on delivery, securely packed, and F.O.R. station nearest to suppliers are Indenting Officers as asked for in the tender notice.

(b) Railway freights, If pre-paid, shall be added to original quotations.

(c) When goods are ordered F.O.R. the station nearest to supplier, the Indenting Officer may at his option direct that this shall be booked either by goods train or by passenger train and either at owner's risk or at railway risk. The supplier shall carry out his direction and shall in any case be responsible for the safe delivery of the goods soundly and securely packed to the Railway Administration and shall obtain from such Railway Administration a clear receipt for the goods in evidence thereof. In the absence of a clear receipt the suppliers will be held responsible for all damages or loss caused by breakage or leakage which may occur to the goods while in transit and until they have been delivered to the consignee at Railway station of destination.

(d) When goods are ordered F.O.R. station of destination, the supplier shall be required to bear all risks of loss, leakage or damage and shall deliver the goods in good order to the consignee at railway station of destination, mentioned in the indent, in such quantities or number and with in such time and in such manner as the Indenting Officer shall, from time to time, direct.

6. Unless when specially ordered in the order accompanying the indent, all goods must be despatched with in 14 days of the receipt of indent by the supplier.

7. With every despatch of goods or materials under the arrangement invoices or bills of parcels in duplicate are to be sent by the supplier to the Indenting Officer, the duplicate to be returned by the Indenting Officer with the quantities or number received duly noted there on.

8. Conditions as to time for performance whether laid down herein or in the indent, shall be always regarded as the essence of the arrangement.

9. The Director General/Addl. Director General of U.P. fire service or the Indenting Officer or any other Officer or person Duly authorized in writing by the Director General/Addl. Director General of U.P. fire service shall have power to inspect the stores before during and after manufacture, collection, despatch transit or arrival and to reject the same or any part of portion, If he or they be not satisfied that the same is equal or according to sample or specification in weights, quantity and number.

10. Goods are materials rejected or refused on the ground of inferior quality or any other ground shall be removed by the supplier at his own risk and expense with in 10 days after notice been received by him of such rejection. In the event of non removal by the supplier as aforesaid with in the said period of 10 days, it shall be law full for the Director General/Addl. Director General of U.P. fire service to authorise the Indenting officer to sell by public auction any rejected materials or goods and in such cases the supplier shall be credited with the sale proceeds thereof but will not be entitled to any loss or damage that may be occasioned by such sale. If the contractor is not satisfied with the decision of the authority rejecting or refusing the goods, he may appeal to the Director General/Addl. Director General of U.P. fire service with in 5 days of the receipt of such notice, and the decision of the Director General of Police Fire Service Uttar Pradesh, will be final in all cases.

11. The system of payment shall be as follows:-

Bill in triplicate shall be sent by the supplier to Indenting Officer and on receipt of these the Indenting Officer or his superior officer shall make payment direct. The supplier may, however, for their own convenience send an advance intimation for the amount of the bill to the indenting officer but no advance payment shall be made.

Payment shall ordinarily be made within one month of delivery. All payments shall be subject to the deduction of any amount to which the supplier may be or render him self liable under the terms of this arrangement.

12. Packing cases containers gunny packages etc. which may be used for purposes of packing and which are delivered with stores will be not returned or paid for, unless specially stipulated.

13. The contractor shall not sub let or assign this contract without the written permission of the Director General/Addl. Director General of U.P. fire service. In the event of the contractor sub-letting or assigning this contract without such permission he shall be considered as having thereby committed a breach of this contract.

14. In the event of the suppliers not being in strict accordance with these conditions or not being delivered within the time allowed, the Director General/Addl. Director General of U.P. fire service may recover from the contractor as liquidated damages and not by way of penalty the sum of one percent of the value of the said goods or materials for each and every day up to 25 days during which the articles to be supplied are not delivered or bad articles are not replaced. Further, it shall be lawful for the Director General/Addl. Director General of U.P. fire service or the Indenting Officer to purchase the required articles or any suitable quality obtainable in the open market at the risk and cost of the contractor, who in addition to the liquidated damages aforesaid shall be liable for any loss or damages caused by the said purchase. The Director General/Addl. Director General of U.P. fire service shall alone be entitled to adjudge upon the penalty or compensation or damages due for delay in performance as also to adjudge upon the advisability of taking other suitable action. If the delay shall have arisen from any cause which the Director General/Addl. Director General of U.P. fire service may declare in writing to be reasonable, such additional time may be allowed as may be considered necessary in the circumstances of the case. In such a case there may also be for the whole or any part of the aforesaid liquidated damages but not the other loss or losses.

15. In case of non performance in any form or shape of the condition of this arrangement the Director General/Addl. Director General of U.P. fire service shall have power to annul, rescind or cancel the arrangement and upon his notifying in writing to the supplier that he has so done, this arrangement shall absolutely determine. He may also debar the firm for the U.P. Fire Service Head Quarter Lucknow contracts for such periods as he thinks fit.

16. In the event of any dispute arising out of or concerning this agreement (except as to any matters the decision of which is specifically provided for in this agreement), the same shall be referred to the arbitration of an arbitrator nominated by the Director General/Addl. Director General of U.P. fire service and an arbitrator nominated by the contractor, or in the case of the contractor or the said Director General/Addl. Director General of U.P. fire service failing to nominate an arbitrator within the time fixed in the notice to be served on him by the said Director General/Addl. Director General of U.P. fire service or the contractor, as the case may be, by the arbitrator nominated by the said Director General/Addl. Director General of U.P. fire service and the contractor or in case of disagreement between the said arbitrators to an umpire appointed by them and the decision of such arbitrators or arbitrator or umpire, as the case may be, shall be final and binding on the parties. The arbitrators/ arbitrator/umpire may from time to time with the consent of the parties enlarge the time for making and publishing the award.

17-Without prejudice to any other remedy provided by law any amount due from the supplier to the governor will be recoverable as arrears of land revenue and may also be recovered by deduction from any amount due from the governor to the supplier on any account under any other transaction.

18- The suppliers will send to the - The Director General/Addl. Director General of U.P. fire service, Lucknow. quarterly statement of goods they supply under this arrangement in the following form,

## QUOTATION

1- I/We hereby quote to supply the goods and materials in the under writing schedule in the manner in which and with in the time specified, as set forth in the conditions of arrangement stated above at the rates given in the schedule below. I/We hereby agree that in the event of tender being accepted, the conditions of pares- 1 to 17, on pages 1 to 4 and those contained in the acceptance letter will be binding upon me/us and will, along with the quotation, be converted into and shall be deemed to be a completed agreement between me/us and the Governor of U.P. from the date of issue of acceptance letter. I/We hereby further agree that if so required by the Director General/Addl. Director General of U.P. fire service. I/We shall execute a formal Agreement Deed.

2.I/We herewith deposit a sum of Rest as earnest money and should I/We fail to execute a fresh deed of agreement if so required, by the Director General/Addl. Director General of U.P. fire service. on behalf of the governor of U.P. and deposit the security as laid down in the tender notice with in 10 days of the acceptance of my/our tender . I/We hereby agree that, a part from my/our liability under the agreement the above sum of earnest money will be forfeited to the governor:

### SCHEDULE OF RATES

Taxes								
-----								
Sl no	Item	with Unit	Rates per unit	Sales tax	Excise duty	Total	Discount if any	Make and brand
1	2	3	4	5	6	7	8	9

-----  
All rates are for-----

Date the day of 2015

Signature

Address

Name of supplying firm

N.B.-Please do not forget to fill in all the above columns.

Accepted -----

Signed -----

Designation -----

For and on behalf of the Governnor of Uttar Pradesh.

**TENDER FORM**  
**GOVERNMENT OF UTTAR PRADESH**  
**DIRECTOR GENERAL OF UTTAR PRADESH FIRE SERVICE, LUCKNOW.**  
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2- The supplier will supply goods and materials from time to time in such quantities as may be entered in the indents sent at the rates set forth in the Schedule of rates at page(4).

3- The goods and materials to be supplied under the arrangements are to be of the quality or sort in every respect equal and answerable to the patterns or sample sent with the quotations and approved by The Director General/Addl. Director General of U.P. fire service. In the event of supplies not being up to the sealed sample accepted, but good enough for retention, the goods supplied may either be retained at a reduction in cost not exceeding 10 percent of the total value or be returned to the supplier in accordance with paragraph 10 below at the option of the Indenting Officer. The goods may only be retained at a reduction if the supplier agrees.

4- The Director General/Addl. Director General of U.P. fire service may, by notice in writing, call upon the supplier to supply additional goods and materials to serve as sample, and upon such notice in writing the supplier shall be bound to supply additional sample of goods and materials, such additional samples being in all respects of same quality or sort as the sample first supplied.

5. (a) All rates are to be based on delivery, securely packed, and F.O.R. station nearest to suppliers are Indenting Officers as asked for in the tender notice.

(b) Railway freights, If pre-paid, shall be added to original quotations.

(c) When goods are ordered F.O.R. the station nearest to supplier, the Indenting Officer may at his option direct that this shall be booked either by goods train or by passenger train and either at owner's risk or at railway risk. The supplier shall carry out his direction and shall in any case be responsible for the safe delivery of the goods soundly and securely packed to the Railway Administration and shall obtain from such Railway Administration a clear receipt for the goods in evidence thereof. In the absence of a clear receipt the suppliers will be held responsible for all damages or loss caused by breakage or leakage which may occur to the goods while in transit and until they have been delivered to the consignee at Railway station of destination.

(d) When goods are ordered F.O.R. station of destination, the supplier shall be required to bear all risks of loss, leakage or damage and shall deliver the goods in good order to the consignee at railway station of destination, mentioned in the indent, in such quantities or number and with in such time and in such manner as the Indenting Officer shall, from time to time, direct.

6. Unless when specially ordered in the order accompanying the indent, all goods must be despatched within 14 days of the receipt of indent by the supplier.

7. With every despatch of goods or materials under the arrangement invoices or bills of parcels in duplicate are to be sent by the supplier to the Indenting Officer, the duplicate to be returned by the Indenting Officer with the quantities or number received duly noted there on.

8. Conditions as to time for performance whether laid down herein or in the indent, shall be always regarded as the essence of the arrangement.

9. The Director General/Addl. Director General of U.P. fire service or the Indenting Officer or any other Officer or person Duly authorized in writing by the Director General/Addl. Director General of U.P. fire service shall have power to inspect the stores before during and after manufacture, collection, despatch transit or arrival and to reject the same or any part of portion, If he or they be not satisfied that the same is equal or according to sample or specification in weights, quantity and number.

10. Goods are materials rejected or refused on the ground of inferior quality or any other ground shall be removed by the supplier at his own risk and expense within 10 days after notice been received by him of such rejection. In the event of non removal by the supplier as aforesaid within the said period of 10 days, it shall be law full for the Director General/Addl. Director General of U.P. fire service to authorise the Indenting officer to sell by public auction any rejected materials or goods and in such cases the supplier shall be credited with the sale proceeds thereof but will not be entitled to any loss or damage that may be occasioned by such sale. If the contractor is not satisfied with the decision of the authority rejecting or refusing the goods, he may appeal to the Director General/Addl. Director General of U.P. fire service within 5 days of the receipt of such notice, and the decision of the Director General of Police Fire Service Uttar Pradesh, will be final in all cases.

11. The system of payment shall be as follows:-

Bill in triplicate shall be sent by the supplier to Indenting Officer and on receipt of these the Indenting Officer or his superior officer shall make payment direct. The supplier may, however, for their own convenience send an advance intimation for the amount of the bill to the indenting officer but no advance payment shall be made.

Payment shall ordinarily be made within one month of delivery. All payments shall be subject to the deduction of any amount to which the supplier may be or render himself liable under the terms of this arrangement.

12. Packing cases containers gunny packages etc. which may be used for purposes of packing and which are delivered with stores will be not returned or paid for, unless specially stipulated.

13. The contractor shall not sub let or assign this contract without the written permission of the Director General/Addl. Director General of U.P. fire service. In the event of the contractor sub-letting or assigning this contract without such permission he shall be considered as having thereby committed a breach of this contract.

14. In the event of the suppliers not being in strict accordance with these conditions or not being delivered within the time allowed, the Director General/Addl. Director General of U.P. fire service may recover from the contractor as liquidated damages and not by way of penalty the sum of one percent of the value of the said goods or materials for each and every day up to 25 days during which the articles to be supplied are not delivered or bad articles are not replaced. Further, it shall be lawful for the Director General/Addl. Director General of U.P. fire service or the Indenting Officer to purchase the required articles or any suitable quality obtainable in the open market at the risk and cost of the contractor, who in addition to the liquidated damages aforesaid shall be liable for any loss or damages caused by the said purchase. The Director General/Addl. Director General of U.P. fire service shall alone be entitled to adjudge upon the penalty or compensation or damages due for delay in performance as also to adjudge upon the advisability of taking other suitable action. If the delay shall have arisen from any cause which the Director General/Addl. Director General of U.P. fire service may declare in writing to be reasonable, such additional time may be allowed as may be considered necessary in the circumstances of the case. In such a case he may also forgo the whole or any part of the aforesaid liquidated damages but not the other loss or losses.

15. In case of non performance in any form or shape of the condition of this arrangement the Director General/Addl. Director General of U.P. fire service shall have power to annul, rescind or cancel the arrangement and upon his notifying in writing to the supplier that he has so done, this arrangement shall absolutely determine. He may also debar the firm for the U.P. Fire Service Headquarters for such periods as he thinks fit.

16. In the event of any dispute arising out of or concerning this agreement (except as to any matters the decision of which is specifically provided for in this agreement), the same shall be referred to the arbitration of an arbitrator nominated by the Director General/Addl. Director General of U.P. fire service and an arbitrator nominated by the contractor, or in the case of the contractor or the said Director General/Addl. Director General of U.P. fire service failing to nominate an arbitrator within the time fixed in the notice to be served on him by the said Director General/Addl. Director General of U.P. fire service or the contractor, as the case may be, by the arbitrator nominated by the said Director General/Addl. Director General of U.P. fire service and the contractor or in case of disagreement between the said arbitrators to an umpire appointed by them.

and the decision of such arbitrators or arbitrator or umpire, as the case may be, shall be final and binding on the parties. The arbitrators/ arbitrator/umpire may from time to time with the consent of the parties enlarge the time for making and publishing the award.

17-Without prejudice to any other remedy provided by law any amount due from the supplier to the governor will be recoverable as arrears of land revenue and may also be recovered by deduction from any amount due from the governor to the supplier on any account under any other transaction.

18- The suppliers will send to the - The Director General/Addl. Director General of U.P. fire service, Lucknow. quarterly statement of goods they supply under this arrangement in the following form,

### QUOTATION

1- I/We hereby quote to supply the goods and materials in the under writing schedule in the manner in which and with in the time specified, as set forth in the conditions of arrangement stated above at the rates given in the schedule below. I/We hereby agree that in the event of tender being accepted, the conditions of pares- 1 to 17, on pages 1 to 4 and those contained in the acceptance letter will be binding upon me/us and will, along with the quotation, be converted into and shall be deemed to be a completed agreement between me/us and the Governor of U.P. from the date of issue of acceptance letter. I/We hereby further agree that if so required by the Director General/Addl. Director General of U.P. fire service. I/We shall execute a formal Agreement Deed.

2.I/We herewith deposit a sum of Rest as earnest money and should I/We fail to execute a fresh deed of agreement if so required, by the Director General/Addl. Director General of U.P. fire service. on behalf of the governor of U.P. and deposit the security as laid down in the tender notice with in 10 days of the acceptance of my/our tender . I/We hereby agree that, a part from my/our liability under the agreement the above sum of earnest money will be forfeited to the governor:

### SCHEDULE OF RATES

Taxes								
-----								
Sl no	Item	with Unit	Rates per unit	Sales tax	Excise duty	Total	Discount if any	Make and brand
1	2	3	4	5	6	7	8	9
-----								

All rates are for-----  
Date the \_\_\_\_\_ day of \_\_\_\_\_ 2015  
Signature  
Address \_\_\_\_\_ Name of supplying firm

N.B.-Please do not forget to fill in all the above columns.

Accepted -----

Signed -----

Designation -----

For and on behalf of the Governnor of Uttar Pradesh.

**Bid Affidavit**

**(To be submitted on non judicial stamp paper of Rs.100.00)**

To: Addl. Director General of Police,  
Fire Service Headquarters,  
U.P., Lucknow -226 001

Sir:

Having examined the Bidding Documents (tender notice, general terms & conditions, technical specifications, and special terms & conditions of the tendered items), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services in conformity with the said bidding documents in accordance with the Price Schedule attached with the financial bid and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Bidding Documents.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period and it 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 bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We clarify/ confirm that we comply with the eligibility requirements as per the bidding documents.

Dated this ..... day of ..... 2015

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

REVISED MODEL FORM OF BANK GUARANTEE BOND

BG NO.....

DATED.....

AMOUNT Rs.....

In Consideration of the Governor, Uttar Pradesh (herein after called "The Government") having agreed to exempt----- (herein after called "the said constructor(s) from the demand under the terms and conditions of an Agreement dated-----made between-----and -----for

herein after called "the said agreement") of security deposit for the due fulfillment by the said constructor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for Rs ----- (Rupee-----only) (herein after referred to us Bank) of (Indicate the name of the bank ).

We request of -----constrictors (s)/do here by under take to pay to the Government an amount not exceeding Rs-----against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractors (s) of any of the terms and conditions contained in the said Agreement.

2- We -----here by undertake to pay the amount due the payable under (Indicate the name of the bank) this guarantee without any demur, merely on a demand from the government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the government by reason of breach by the said constructor(s) of any of the terms and conditions contained in the said Agreement of reason of the constructor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards and amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceed in Rs-----

3- We undertake to pay to the Government any money so demanded not with standing any dispute or disputes raised by the constructor(s) in any suit or proceeding pending before any court or tribunal relating there to our liability this present being absolute and under unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) supplier (s) shall have no claim against us for making such payment.

4- We-----further agree that the guarantee shall (Indicate the name of the bank) remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or field-----office/Department-----certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said constructor (s), and accordingly discharges this guarantee. Unless a demand of a claim under this guarantee is made on us in writing on or before the -----we shall be discharged from all liability under this guarantee there after.

5- We-----further agree with the Government that the Government shall have (Indicate the name of the bank) the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said constrictor (s) from time to time or to postponed for any time or from time to time any of the powers Exercisable by terms and conditions relating to the said Agreement and we shall not be Relieved from our liability by reason of any such variation or extension being Granted to the said constrictor (s) or for any forbearance, act' or commission on the part of the Government or any indulgence by the Government to the said constructor (s) or by any such matter or thing whatsoever which under the relation to sureties would but for this provision, have effect of so relieving us.

6- This guarantee will not be discharged due to the change in the constitution of the bank or the constructor (s) .

7- We-----lastly undertake not to revoke this guarantee during (indicate the name of bank) its currency except with the precious consent of the government in writing.

Dated the -----day of-----

For----- (indicate the name of Bank)

## **CHECK LIST FOR TENDERERS**

**TENDERER SHOULD NOT FORGET TO ENCLOSE THE REQUIRED DOCUMENTS  
ALONG WITH YOUR BID, FAILING WHICH THE BID WILL BE REJECTED.**

		YES/NO	Page No. of Bid Document
1	Prescribed Bid/ Tender Fee of Rs..... DD No..... Dt.....		
2(a)	Bid Security (Earnest Money) of Rs..... Bank Guarantee/ DD No..... Dt.....		
2(b)	Proof of waiver of bid fees, bid security, performance security, if any ( Photo copy of valid Proof )		
3	Technical bid with all enclosures in duplicate in sealed envelops. (No of enclosures with ..... page No.on each page.)		
4	Financial bid in duplicate in sealed separate envelops.		
5	Page numbering of technical and financial bids including enclosures.(Total page No. of technical bid.)		
6	Signature of authorized persons along with official seal on each and every page of technical bids.		
7	Valid registration certificate of NSIC Directorate of Industries of Government of India/ State Governments.(only for manufacturer)		
8	Attested copy of PAN card./TAN/TIN		
9(a)	Valid Sales/ Trade Tax Registration Certificate (in case of U.P. firms).		
9(b)	Valid CST Registration Certificate (in case of outside U.P. firms).		
10	Acceptance for condition of 0.5% discount if payment is made within 30 days from the date of acceptance of material.		
11 (a)	In case of manufacturer of tendered items, enclose certificate of proof in this regard.		
11 (b)	In case you are not manufacture of tendered items, authorization letter(s) of your principal(s) to participate in this tender whose product(s) has/ have been quoted by you. Name of principal-----address.: ----- Phone No./Mob. No.-----		
11 (c)	In case you are not manufacture of tendered items, certificate from your principal(s) regarding proof of manufacturing of tendered items.		
12	Declaraton -Tenderer must submit an affidavit verified by the Notary on Non Judicial Stamp paper of Rs.100/- stating that the Tenderer /Firm has no criminal Background.		
13	Bid Affidavit on Rs.100/- Non Judicial Stamp paper verified by the Notary.		



## UTTAR PRADESH FIRE SERVICE HEADQUARTER

4<sup>th</sup> & 5<sup>th</sup> FLOOR, INDIRA BHAWAN, ASHOK MARG, LUCKNOW

TENDER NO-FS-1405-2015

DATE : 21-04-2015

Chassis (Capacity 37 Ton) BS-III 02nos.

### **Specification of Chassis (Capacity 37 Ton) BS-III**

Specification	Accept	Deviation
ARAI CERTIFIED BS-III RIGID CHASSIS 37T GVW HAVING MINIMUM 150HP AND DISTANCE FROM BEHIND CABIN TO END OF FRAME 7000+/-100MM WITH SINGLE DRIVERS'S CABIN AND EXTERNAL PTO(* Complete with activation/deactivation control in cabin), INCLUDING ALL TOOLS AND SPARE WHEEL.		

### **SPECIAL TERMS AND CONDITION:-**

1. Validity of bid: Bid should remain valid for a period of 180 days from the date of opening of financial bid. Validity of bid can be extended with mutual consent.

2. F.O.R.: destinations in U.P.

#### **3 Inspection:**

(a) A high level committee may inspect the works/ establishment of the bidders before the finalization of the contract for evaluation/ assessment of bidders.

(b) After award of the contract, inspection may be done by Fire Service Head Quarter Lucknow at supplier's workshop. All the expenses and cost of the inspection including travel, boarding and lodging as per entitlement etc. will be borne by the supplier.

(c) The bidders must have complete testing & trial arrangement regarding supply of items with them. If third party inspection is required the expenses will be born by the supplier the bidder must have testing facility.

(d) The bidders must describe in technical bid about their past performance for last five years related to supply of item with documentary proof.

#### **4. Supply:-**

1. **Performance Security:** The successful bidders shall have to submit a performance security in shape of Bank Guarantee/ F.D.R., for 10% of the contract value, within 7 days from the date of award of contract, duly pledged to the **Director/Addl. Director General of Police** Fire Service Headquarters, U.P., Lucknow' failing which their tender will be rejected and contract will be awarded to next bidder. The performance security should remain valid till the expiry of the contract.

2. **Delivery period:** Delivery of equipment shall be latest by 30<sup>th</sup> March, 2015.

3. **Penalty of Rs.500/- (one hundred only)** per day per item will be charged for any delay in completion of work or handing over the completed item beyond the stipulated period.

4. **Warranty:** Warranty shall be for a period of 12 months from the date of acceptance of equipment by competent authority.

5 The bidders shall have to remove all manufacturing/ operational or any other defects/ problems detected in the item during the 12 months warranty period within 07 days at their risk and cost, at the station where the item is stationed.

6 Printed leaflet and detailed specifications should be submitted by the bidders along with the technical bid. The details of past supply of tendered items, if any, should also be mentioned.

7 The decision of technical committee will be final.

8 A sample piece shall be supplied with technical offer.

9 **Delivery period** may be extended on reasonable ground by 'Director General/ Addl. Director General of Fire Service .

**(P.K.RAO)**  
**Joint Director,**  
Fire Service Headquarter  
U.P. LUCKNOW.