

उत्तर प्रदेश फायर सर्विस मुख्यालय लखनऊ।

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

निविदा संख्या:-एफएस-1311-2013;(हेजमेटवैन)

दिनांक:लखनऊ: जुलाई 16, 2015

ग्लोबल निविदा सूचना

कृपया जनपद गौतमबुद्धनगर हेतु हेजमेटवैन की सम्पूर्ति हेतु राष्ट्रीय/अन्तराष्ट्रीय निर्माताओं से सील बन्द ग्लोबल निविदा आमन्त्रित की जाती है:-

- (अ) अनुबन्ध के अन्तर्गत निविदादाता द्वारा जो निर्धारित माल की सम्पूर्ति की जायेगी, उस माल का निर्माणकर्ता होना चाहिए। उसके द्वारा निविदा में निर्धारित किये गये माल अर्थात् सम्पूर्ण उपकरण/सामग्री न्यूनतम 10 की संख्या में पूरे विश्व में कहीं भी पिछले 05 वर्षों में सम्पूर्ति किये गये हो।
- (ब) निविदादाता की वित्तीय, तकनीकी तथा निर्माण करने की क्षमता की हैसियत अनुबन्ध को पूर्ण करने के उपयुक्त होने चाहिए। अनुबन्ध के अनुसार निर्माण की क्षमता का प्रमाण-पत्र निविदाकर्ता द्वारा प्रस्तुत किया जायेगा।
- (स) उन दशा में जहां निविदादाता भारत वर्ष में व्यापार नहीं कर रहा है ऐसे निविदादाता का प्रतिनिधित्व भारत में स्थित उनके अधिकृत प्रतिनिधि द्वारा किया जायेगा। अधिकृत प्रतिनिधि के द्वारा रख-रखाव मरम्मत एवं स्पेयर पार्ट्स के भण्डारण आदि संबंधी अर्हताओं जैसा कि निविदा की शर्तों अथवा तकनीकी अर्हताओं के अनुसार वांछनीय हो के संबंध में जिम्मेदारी होगी।
- (द) निर्माता कम्पनी के पास निर्माण संबंधी ढांचा व सुविधाओं तथा कार्यशैली से संबंधित प्लेन 9001रु2000 वत रजमेज का प्रमाण-पत्र होना चाहिए।
- (य) निविदादाता द्वारा दिये जा रहे वाहन के संबंध में समस्त प्रमाण-पत्र जैसा कि तकनीकी स्पेसीफिकेशन के प्रस्तर-1.2 में अंकित किये गये हैं, को निविदा के साथ प्रस्तुत करना होगा।

2- उपरोक्त उपकरण के आपूर्ति हेतु इच्छुक फर्म निविदा फार्म मय टेक्निकल/फाइनेंसियल 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 उत्तर प्रदेश लखनऊ (पेबुल एट लखनऊ) के नाम प्रस्तुत कर प्राप्त किये जा सकते हैं। जिन निविदाकर्ताओं को निविदा प्रपत्र स्पीड पोस्ट से प्राप्त करना हो उन्हें निविदा प्रपत्र के मूल्य के अतिरिक्त रु0 100/- (डाक व्यय अतिरिक्त) का बैंक ड्राफ्ट/ डिमाण्ड ड्राफ्ट (राष्ट्रीयकृत बैंक द्वारा निर्गत) 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। टेण्डर का मूल्य वापस नहीं होगा, जबकि अर्नेस्ट मनी वापस किया जा सकता है।

3. निविदा संबंधी नियम/शर्तें, स्पेशीफिकेशन, एस0पी0डी0-3, फार्म उ0प्र0 पुलिस की वेबसाइट ीजचरुधनचवसपबमणनचण्डपबणपद एवं सूचना विभाग, उ0प्र0 लखनऊ की वेबसाइट ूनचहवण्डपबणपदण 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 के पक्ष में देय हो, भेजना अनिवार्य होगा, अन्यथा निविदा निरस्त कर दी जायेगी।

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

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

6. सफल निविदादाता को आदेश मूल्य का 10 प्रतिशत की दर से सिक्योरिटी मनी(एफ0डी0आर0/ बैंक ड्राफ्ट /बैंक गारण्टी राष्ट्रीयकृत बैंक द्वारा निर्गत) जमा करना होगा, जिसे गारन्टी/वारण्टी अवधि समाप्ति के बाद वापस कर दिया जायेगा।

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7. निविदा को जनहित में बिना कारण बताये आंशिक अथवा पूर्ण रूप से अस्वीकार करने का भी पूर्ण अधिकार होगा।
8. विभाग न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं होगा तथा क़य किये जाने वाले उपकरणों की संख्या घटाने व बढ़ाने का भी पूर्ण अधिकार होगा।
9. जो फर्म अर्नेस्टमनी 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 प्रपत्र तकनीकी आफर के साथ उपलब्ध कराया जाना अनिवार्य है।
10. निविदा प्रस्तुतकर्ता फर्म के स्वामी/अधिकृत एजेंट को प्रत्येक निविदा की तकनीकी बिड के साथ वांछित समस्त प्रमाण-पत्र यथा आयकर विभाग, व्यापारकर विभाग,हैसियत प्रमाण-पत्र तथा रु0100/- 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।
11. निविदा के आधार पर अन्तिम निर्णय लेने से पूर्व यदि प्रश्नगत उपकरणों के संबंध 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।
12. ऐसी फर्म जो आपराधिक छविवाली है या जिनके विरुद्ध विभागीय अथवा ब्लैक लिस्टिंग की कार्यवाही प्रचलित है, की निविदा स्वीकार नहीं की जायेगी।
13. विडर द्वारा टर्म्स कण्डीशन पूर्ण नहीं करने पर टेण्डर निरस्त किया जा सकता है।
- 14- अर्नेस्ट मनी एवं निविदा प्रपत्र का मूल्य निम्नवत् है:-

क्र0सं0	निविदा संख्या	उपकरण का नाम	मात्रा	अर्नेस्ट मनी (रु0में)	निविदा प्रपत्र का मूल्य(रु0में)
1	2	3	4	5	6
1	एफएस-1311-2013;हेजमेटवैनद्ध	हेजमेटवैन	01	9,00,000/-	344/-

15. प्रकाशित अल्प कालीन ग्लोबल निविदा के टेक्निकल स्पेशीफिकेशन पर ही सहमति/डिबीयेशन पर अपना मत अंकित करेंगे,अलग से शीट पर अपनी टिप्पणी नहीं देंगे।
16. टेण्डर बिड के प्रथम पेज पर इन्डेक्स बनाकर लगायेगें व पेज नम्बर सभी पर अंकित करेंगे।
17. 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।
18. 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 20-08-2015 को पूर्वान्ह 11.00बजे तक
- (2) प्री-बिड मीटिंग :दिनांक 06-08-2015 को पूर्वान्ह 11.30बजे से
- (3)निविदा प्राप्त करने की अन्तिम तिथि :दिनांक 21-08-2015 को अपरान्ह 13:00बजे तक
- (4)टेकनिकल बिड खोलने की तिथि व समय :दिनांक 21-08-2015 को अपरान्ह 15.00 बजे

पुलिस महानिदेशक,
फायर सर्विस उत्तर प्रदेश,
लखनऊ।

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

Fax No. 0522 2287237

U.P. FIRE SERVICE HEADQUARTERS, LUCKNOW

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

TENDER NO-FS-1311-2013(HAZMAT VAN)

DATED:LUCKNOW: July 16, 2015

GLOBAL NOTICE INVITING TENDER

- 1- U.P. Fire Service invites Sealed tenders from manufacturers of **HAZMAT VAN** for supply to Distt. Gautambudhnagar with following Terms & Conditions:-
 - (a) Bidder offering to supply plant under the Contract shall be the manufacturer of the item tendered and should have supplied at least 10 Nos. of Tendered items anywhere in world during last five years.
 - (b) That the Bidder has the financial, technical and production capabilities necessary to perform the Contract of which evidence shall be furnished by bidder.
 - (c) That in the case of Bidder is not doing business within the Purchaser's country, the Bidder shall be represented by an agent in that country who shall undertake supply maintenance, repairs and spare parts stocking obligations as prescribed by the Conditions of the contract and /or Technical Specifications.
 - (d) The manufacturing company should have valid ISO 9001-2000 or latest certificate for the manufacturing facilities and processes.
 - (e) The bidder should have all approvals as mentioned in tender's technical specification clause no. 1.2
- 2- The Tender documents for tender mentioned above along with Technical specification may be purchased on payment at the cost given against tender by way of Demand Draft from the U.P. FIRE SERVICES HEADQUARTERS, Lucknow on any working day between 10.00 AM to 5.00 PM. Those desirous of obtaining the tender documents by Speed Post may send Demand Draft for tender documents cost INR 100/- drawn in favor of Director General of Police Fire Services U.P. Lucknow payable at Lucknow.
- 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 www.upgov.nic.in. In this case the bidder 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. The Fire Service is not responsible for any delay by postal department.
- 4- If there is any difference in specification and terms and condition downloaded by internet and specification and terms and condition obtained by Uttar Pradesh Fire service headquarter, specification and terms condition by Uttar Pradesh Fire Service headquarter will be accepted.
- 5- Each Bidder shall have to deposit an Earnest Money (EMD) as mentioned against tender in the form of FDR/ Bank Guarantee in favor of Director General of Police Fire Service U.P. Lucknow payable at Lucknow.
- 6- Successful bidder shall have to deposit security money @ 10% of the order value, in the form of FDR/ Bank Guarantee from Nationalized Bank which will be refundable after expiry of warranty period.
- 7- The undersigned may cancel the full or part of the tender at anytime without assigning any reason for the same in the public interest.

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8- The Number of equipment may be increased or decreased by the purchaser as per need and the increased quantity shall also have to be supplied within same stipulated time as set by the Department and on the same terms and conditions.

9- Firms which claim exemption for deposition of Earnest Money will have to submit certificate in this direction from the competent authority designated by the concerned Government.

10-Bidder must submit updated 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.

11- Final decision taken on the basis of bid are deemed to be cancelled if renewal of D.G.S & D rate contract takes place or D G S & D notifies new rate contract .

12- Bids are not acceptable from the firms having criminal background or under the process of blacklisting or against whom departmental enquiry is pending .

13- Bid will be cancelled if bidder do not fulfills the terms and conditions.

14- EMD and the cost of tender is as follows:

S.No.	Tender No.	Item	No. of items	EMD (in Rs)	Cost of tender (in Rs.)
1	NO-FS-1311-2013(HAZMATVAN)	HAZMATVAN	1	9,00,000/-	344/-

15- **Firms have to submitted their acceptance and deviation on F.S.H.Q. Technical Specification only.**

16- **The indexing on first page of tender & page nos. have to be done for tenders.**

17- For the supply of Appliance/Equipment bidder should quote only one model in Technical Bid. It is found that bidder have quoted more than one model bid will be cancelled.

18- It is clarified that in case of holidays in following dates then next day Tender will be opened at 11-00 hours sharp.

1-Period of sale/ Date of Tender documents	:From the date tender published to 20.08.2015 11:00 hours
2-Pre-Bid meeting	:06-08-2015 11.30 hours
3- Last date of receipt of Tenders	:21.08.2015 13:00 hours
4- Date of Opening of Technical offer	:21.08.2015 15:00 hours

Director General of Police,
U.P. Fire Service, Luckow.

INSTRUCTION TO BIDDERS

A. INTRODUCTION

Definition & Interpretations: In the Contract the following words and expressions shall have the meanings hereby assigned to them except where the contract otherwise requires:

- (a) The “U.P. Fire Service” shall mean the Uttar Pradesh Fire Service.
- (b) The “ Director General (Fire Service)” shall mean the Director General (Fire Service) for U.P. Fire Service, for the time being holding the said office and also his successors.
- (a) The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives or such individuals or persons composing such firm or un-incorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- (b) The “Sub-Contractor” shall mean any person (other than the contractor) named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet with the consent in writing of the Director general, U.P. Fire service and the legal personal representatives, successors and assigns of such person.
- (c) The “Contract” shall mean the tender and acceptance thereof and the formal agreement, if any, executed between the U.P. Fire Service through the Director General of police (Fire Services) and the Contractor together with the documents referred to therein including their conditions, schedules and appendices and any special conditions, the specifications, design drawings any price schedule. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- (d) “Expected risks” are risks due to riots (otherwise than among Contractors employees) and civil commotion (in so both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act or Fire , damage from air craft, acts control and accepted as such by the Director General of police (Fire Services) or causes solely due to use or occupation by the U.P. Fire Service of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty design of the works.
- (e) The “Works” shall mean the supply of fire fighting and rescue appliances in accordance with the Contract.
- (f) The “Site” shall mean the land and/or places, at which the plant is to be installed including any other lands or places, which may be allotted by the U.P. Fire Service or used for the purpose of the Contract.
- (g) The “Contract Price” shall mean the sum named in the tender, subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- (h) The “Contract Value” shall mean that part of the Contract price which is properly apportionable to the plant or work in question having regard to the state, condition and topographical location of the plant, the amount of work done, and all other relevant circumstances, and disregarding any changes that may have occurred since the date of the contract in cost of executing the works.
- (i) “Time of Completion shall mean the time for completion mentioned in the tender for the supply of the plant and shall commence from the date of placing the order or from the date of Letter of Credit as the case may be.
- (j) The “Plant” shall mean machinery, apparatus, materials, articles and things of all kinds to be provided under the Contract.
- (k) The “Specification” shall mean the specification annexed to or issued with these General Conditions.
- (l) The “Month” shall mean calendar month.

- (m) The “Writing” shall mean any manuscript, typewritten or printed statement under seal or hand.
- (n) “CIF Cost” shall mean the cost of the plant free on board at the time of shipment plus the cost of marine freight and insurance of the equipment up to the designated port of Mumbai / Kolkata as the case may be. CIF cost is applicable only in the case of imported plant.
- (o) “FOR Cost” shall mean the cost of the plant free on rail at any designated railway station in Uttar Pradesh, The cost is inclusive of sales tax and other local taxes.
- (p) “Services” means services ancillary to the supply of the Plant, such as transportation and insurance, and any other incidental assistance, training and other such obligations of the supplier covered under the Contract.
- (q) “The Purchaser” means the Organization purchasing the plant.
- (r) “The Supplier” means the individual or Firm supplying the plant under this Contract.

B. Application:

These General Conditions shall apply to the extent that the provisions in other parts of the contract do not supersede them.

1. Source of Funds:

The U.P. Fire Service **have been** allotted money towards the purchase of one number of Hazmat Van.

2. Eligible Bidders:

2.1 This invitation for Bids is open to all suppliers.

3. Eligible Plant and Services:

3.1 All plant and ancillary services to be supplied under the contract shall have their origin.

3.2 For purpose of this clause, “Origin” means the place where the plant are mined, grown or produced or from which the ancillary services are supplied. Plant are produced when, through manufacturing processing or substantial and major assembling of components a commercially recognized product results that is substantially different in basis, characteristics or in purposes or utility from its components.

3.3 The origin of plant and services is distinct from the nationality of the Bidder.

4. Cost of Bidding:

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the U.P. Fire Service, hereinafter referred to as “the Purchaser’ will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents:

- 5.1 The plant required bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the invitation for Bids, the Bidding Documents include: -
- (a) Instruction to Bidders;
 - (b) General Conditions of Contract;
 - (c) Special Conditions of Contract;
 - (d) EMD Form;
 - (e) Contract Agreement Form;

- (f) Performance Security Form;
- (g) Specifications;
- (h) Bid Form;
- (i) Schedule of Manufacturer's information;
- (j) Schedule of technical particulars;
- (k) Schedule of Delivery;
- (l) Schedule of Guarantee;
- (m) Schedule of Spare Parts;
- (n) Schedule of Tools;
- (o) Schedule of Deviations from Specifications;
- (p) Schedule of Prices;

5.2 The Bidder is expected to follow all instructions till all forms for terms and specifications as mentioned in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid substantially responsible to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. **Clarification of Bidding Documents:**

6.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or fax at the Purchaser's mailing address indicated in the invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives no later than 15 days prior to the deadline for the submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the Bidding Documents.

7. **Amendment of Bidding Documents:**

7.1 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 amendments.

7.2 The amendment will be notified in writing to all prospective Bidders, which have received the Bidding Documents and will be binding on them.

7.3 In order to afford prospective Bidders, reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8. **Language of Bid:**

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by a English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. **Documents comprising the Bid:**

Bid prepared by the Bidder shall comprise the following components.

- (a) A Bid Form and a Price Schedule completed in accordance with Clauses 10,11, and 12;
- (b) Documentary evidence established in accordance with Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Documentary evidence established in accordance with Clause 14 that the plant and ancillary services to be supplied by the Bidder are eligible plant and services and conform to the Bidding Documents; and
- (d) EMD (EMD) furnished in accordance with Clause 15

10. **Bid Form:**

- 10.1. The Bidder shall complete the Bid Form and the appropriate Price Schedule (in SPD-3 format only)) furnished in the Bidding Documents, indicating for the plant to be supplied, a brief description of the plant, their country or origin, quantity and prices.

11. **Bid Prices:**

- 11.1 The Bidder shall indicate on the appropriate Price Schedule attached to these documents the unit prices and total Bid Prices of the plant it proposes to supply under the Contract and in case of plant of foreign origin in F.O.B. & C.I.F. cost.
- 11.2 Prices indicated on the price Schedule shall be entered separately in the following manner: -
For plant offered from within the Purchaser's country submit the price in SPD-3 format.

12. **BID CURRENCIES :**

- 12.1 Price shall be quoted in the following currencies:
- (a) For plant and services which the Bidder will supply from within the Purchaser's Country, the prices shall be quoted in Indian Rupees: and
For plant and services which the bidder will supply from outside the Purchaser's country, the prices shall be quoted either U.S. Dollars or Euros or in the freely convertible currency.
- 12.2 Further, a Bidder expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in its bid. In such a case, either (i) the bid shall be expressed in different currencies and the respective amounts in each currency together making up the total price, or (ii) the total bid price shall be expressed in one currency and payments required in other currencies expressed as a percentage of the bid price along with the exchange rate used in such calculation.

13. Documents Establishing Bidder's Eligibility and Qualifications:

- 13.1 Pursuant to Clause 9, 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.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible source country as defined under clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
- (a) That in the case of a Bidder offering to supply plant under the Contract shall be the manufacturer of the item tendered and should have supplied at least 10 nos. plants anywhere in world during last five years.
 - (b) That the Bidder has the financial, technical and production capability necessary to perform the Contract; and
 - (c) That in the case of Bidder not doing business within the Purchaser's country, the Bidder is or will be (if successful) represented by an agent in that country and suppliers maintenance, repairs and spare parts stocking obligation prescribed by the Conditions of the contract and /or Technical Specifications.
 - (d) The manufacturing company should have valid ISO 9001-2000 or latest certificate for the manufacturing facilities.
 - (e) The bidder should have approvals from the appropriate authorities certifying that the offered model is meeting the requirements as per respective EN norms and certified.

14. Documents Establishing Plant Eligibility and Conformity to Bidding Documents:

- 14.1. Pursuant to Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to Bidding Documents of all plant and services, which the Bidder proposes to supply under the contract.
- 14.2. The documentary evidence of the plant and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the plant and services offered, which shall be confirmed by the certificate of origin issued at the time of shipment.
- 14.3. The documentary evidence of the plant and services conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:
- (a) A detailed description of the plant essential, technical and performance characteristics;
 - (b) A list and schedule giving full particulars all of spare parts, special tools, etc. necessary for the proper and continuing functioning of the plant for a period of two years, following commencement of the plant used by the Purchaser. The price for the same shall be included in the consolidated price of the plant ; and
 - (c) A Clause-by-clause commentary on the Purchaser's Technical Specifications in the format prescribed, demonstrating the plant and services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications**
- 14.4 For purpose of the commentary to be furnished pursuant to Clause 14.3 (c) above, the bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and /or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications.

15 EMD:

- 15.1. The Bidder or his authorized agent shall furnish, as part of its bid, EMD for an amount of (.....) Indian Rupees as the case may be on any working day, previous to the due date of bid submission to The Director General of Police, U.P. Fire service, U.P. Fire service's office during 11.00 a.m. to 2.00 p.m. on week days.

The Director General of Police, U.P. Fire service,
 U.P. Fire Service Headquarters,
 4,5th Floor, Indira Bhawan , Ashok Marg,
 Lucknow-226001,
 Uttar Pradesh (India)

- 15.2 The EMD is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 15.7
- 15.3 The EMD shall be in the form of a Demand Draft , drawn in favour of Director General , U.P. Fire Service payable at Lucknow
- 15.4. Any bid not secured in accordance with Para's 15.1 and 15.3 will be rejected by the Purchaser as non-responsive pursuant to Clause 24,
- 15.5. Unsuccessful Bidder's EMD will be discharged /returned as promptly as possible after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to clause 16. The bid amount will be returned in the same currency in which the bidder has paid the EMD. In case of foreign currency, the exchange rate applicable will be as prevailing on the date of refund of EMD.
- 15.6. The successful Bidder's EMD will be discharged upon the Bidders executing the contract, pursuant to Clause 34, and furnishing the performance security pursuant to clause 35.
- 15.7. The EMD may be forfeited and bidders may be disqualified permanently bidding for further works with the purchaser.
- (a) If a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In the case of a successful Bidder, if the Bidder fails;
- (i) To sign the contract in accordance with clause 34 or
- (ii) To furnish performance security in accordance with clause 35.
- 15.8 (a) No interest will be paid on EMD
- (b) Bid will not be accepted without EMD

16 **Period of Validity of Bids:**

- 16.1. Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser pursuant to Clause 19. For a bid, which is valid for a shorter period, may be rejected by the purchaser as non-responsive.
- 16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by fax). The EMD provided under Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its bid.

17. **Format and Signing of Bid:**

- 17.1 The Bidder shall prepare one copy of the bid, clearly making "Original Bid".
- 17.2 The original bid shall be typed or written in indelible ink in the same format as prescribed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. **The person or persons signing the bid shall initial all the pages of the bid, except for unamended or printed literature.****
- 17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which, such corrections shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

18. Sealing and Marking of Bids:

18.1.1 The tenders are invited in **Two packet system** i.e. packet 'A' containing technical and commercial bid and packet 'B' containing financial bid. Both the packets will be lacquer sealed individually and they will be put into an outer envelope which will also be lacquer sealed. The packet 'A' will be opened on due dates as specified in the tender notice. The packet 'B' will be opened only after receipt of clarification if any from the bidder. The due date of opening of packet 'B' will be communicated to the prospective bidders or their authorized agents three days in advance.

The packet 'A' and 'B' shall be clearly marked as packet 'A' and packet 'B', if the bidders fail to mark these packets then their tenders will not be opened.

18.1 The bidder will have to submit their tender on or before due date in the office of Director General of Police, U.P. Fire service, 4/ 5th Floor, Indira Bhawan, Ashok Marg, Lucknow-226 001, U.P (India) up to 0200 PM (IST). The bidder shall produce the copy of receipt confirming the payment of tender deposit and obtain acknowledgement from the concerned staff in token of submission of tenders.

The bidder are expected to fill their tender carefully and scrutinize the same before delivering to U.P. Fire Service Headquarters. No variation on any grounds such as mistakes, or misunderstanding will be allowed after the tender is opened, recommended, or accepted. The rates and cost must be quoted in figures as well as in words.

18.2 Packet 'A' shall contain the certified copies of following documents:

- (a) Registration certificate of the company.
- (b) Sales tax / VAT registration certificate (as the case may be applicable for local/ overseas bidders).
- (c) Copy of receipt of payment towards EMD.
- (d) Latest bank solvency certificate for RS 500 lacs (USD 110000).
- (e) Partnership deed in case of partnership firm.
- (f) Original tender documents duly signed and stamped.
- (g) Details of the manufacturer and the country of origin.
- (h) Documentary evidence showing that the bidder is manufacturer of the tendered item.
- (i) Documentary evidence showing that the offered model is approved by appropriate authority .
- (j) Documentary evidence establishing that the manufacturer has supplied minimum 5 such appliance to various fire services during the last five years.
- (k) Documentary evidence showing that the bidder has a turnover of RS 10 crores or equivalent foreign currency, during the last 3 years along with certified copy of balance sheet.
- (l) Valid ISO 9001-2000 or latest certificate.
- (m) Documentary evidence showing that the bidder has service facilities with trained staff in India.
- (n) An undertaking from the manufacturer to supply spares required for a minimum period of 10 years from the date of supply of equipment.
- (o) Copy of PAN card with photographs duly certified in case of local bidder.
- (p) Documentary evidence of list of work order in hand at the time of submission of tender.
- (q) Documentary evidence of an established and active service center with details of Equipments kept and persons employed along with their qualifications

18.3 The packet 'B shall contain the schedule of Prices and quantities duly filled in signed and stamped in respective group to which the bidder belongs to.

- (a) The price of plant quoted **shall** be ex factory, ex showroom, ex-warehouse and the applicable taxes including if any shall be shown separately in tender, in case of local bidder.
- (b) The price of the plant quoted shall be CIF price showing FOB price, Insurance charges from the warehouse of the manufacturer to the warehouse of the end user and Freight charges.
- (c) The rate of taxes / duties and custom duties applicable on the date of submission of tender shall be clearly shown in the tender.

- (d) The charges for transportation / insurance and other incidental expenses for the delivery of the equipment to The Designated Premises of U.P. Fire Services shall be quoted separately.
 - (e) The cost on account of deputation of committee of three (3) officials of U.P.Fire Service for inspection including to & fro and accommodation shall be included in the cost.
 - (f) The cost on account of training to the officers of Fire Services for one week at the factory premises of equipment manufacturer shall be included in the cost.
- 18.4 The price and the cost stated in the tender shall be in Indian Currency or in the freely convertible currency only.
- 18.5 The prices quoted by the bidder shall be fixed except for the statutory levies. The prices for the equipment shall be firm during the contract and no other price variation will be allowed under any circumstances. The tender submitted with variable price will be treated as **NON RESPONSIVE** and will be rejected outright.
- 18.6 If the outer envelope is not sealed and marked as required by Para 18.1 the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 18.7 The inner and outer envelopes shall be:
- (a) Addressed to the Purchaser at the following address:

The Director General of Police, U.P. Fire service,
U.P. Fire Service Headquarters,
4,5th Floor, Indira Bhawan , Ashok Marg,
Lucknow-226001,
Uttar Pradesh (India)
 - (b) Bear Bid for supply and delivery of Fire Fighting & rescue equipments
For Director General, U.P. Fire service, U.P.Fire Service. **"DO NOT OPEN BEFORE 11-30A.M. ON"**

The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "Late"
- 18.8 No Bid shall be accepted unless it is properly sealed. Bidder shall not be allowed to fill in or seal their tenders at the Office. Bidders are requested to present the Bid in good time on the stipulated day so as to avoid rush at the closing hour.
- 18.9 Bids shall be fully in accordance with the requirements of this document and the specification attached hereto. Appropriate forms furnished with the Bid document shall be used in quoting bid price.
- 18.10 **Conditional tender shall not be accepted :**
- 18.11 Consistent with the intent of Bid documents, Bidder may offer alternatives to their base. Such alternatives will be given consideration provided that :
- (s) They are described in the applicable schedule and sufficient supplementary information in the form of specifications, drawings, literature to permit a complete evaluation of the Bid.
 - (t) The reasons for alternatives shall be clearly stated, the purchaser reserves the right to accept or reject such alternatives.
- 18.12 Time being the essence; the Bidder should indicate the tendered delivery date (s). The desired delivery requirements of the purchaser are indicated in the specifications.
- 18.13 All information in the Bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a Bid.
- 18.14 The Bid and Schedule of Prices shall be prepared complete in the accompanying forms.
- 18.15 Erasures and other changes shall be noted over with initials of the person signing the bid.

- 18.16 In the bid the quoted unit prices will apply when discrepancies arise with the extended prices.
- 18.17 In the event that prices for some items are given as a lump sum where unit prices are required, the purchaser reserves the right to evaluate unit prices on the basis of the given lump sum prices.
- 18.18 Bidder shall indicate in his bid name and address of the persons or the firm who will be acting as his representative in India for the purpose of this contract. He shall also state the service, facilities which he or his representative can make available in India. In the event of foreign Bidder having no agents, they shall indicate in their bid the service, facilities they intend to provide.
- 19 **Deadline for submission of Bids:**
- 19.1 Bids must be received by the Purchaser at the address specified under **Para 18.2 not later than**
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20 **Late Bids:**
- 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, Pursuant to clause 19, will be rejected and /or returned unopened to the Bidder.
- 21 **Modification and Withdrawal of Bids:**
- 21.1 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.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with provisions of Clause 18. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 21.3 No bid may be modified subsequent to the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between and deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD pursuant to Clause 15.7.

E. BID OPENING AND EVALUATION

- 22 **Opening of Bids by Purchaser:**
- 22.1 The Purchaser will open the packet 'A' of the bid, in the presence of Bidder's representatives who choose to **attend, at 11.30 A.M. on** at the following location:

The Office of the,

The Director General of Police, U.P. Fire service,
U.P. Fire Service Headquarters,
4,5th Floor, Indira Bhawan , Ashok Marg,
Lucknow-226001,
Uttar Pradesh (India)

Uttar Pradesh (India)

The Bidder's representatives who are present shall sign a register evidencing their attendance.

- 22.2 The Bidder's names, modifications, bid withdrawn and the presence or absence of the requisite EMD and such details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 22.3 The Purchaser will prepare minutes of the bid opening.
- 22.4 The packet 'B' (Priced Bid) will be opened only after receipt of clarification if any from the bidders. The due date of opening of packet 'B' will be communicated to the prospective bidders or their authorized agents three days in advance.

23 Clarification of Bids:

- 23.1 To assist in the examination, evaluation and comparison 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 the price or substance of the bid shall be sought, offered or permitted.

24 Preliminary Examination:

- 24.1 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.
- 24.2 Arithmetical 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 the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 Prior to the detailed evaluation, pursuant to Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For Purposes of these Clauses, a substantially responsive bid is one, which conforms to all the 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.
- 24.4 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25 Conversion to Single Currency:

- 25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which bid price is payable; to the Indian Rupees at the selling exchange rate established by the Reserve Bank of India/State Bank of India, on the date of bid opening specified in clause 22.

26 Evaluation and Comparison of Bids:

- 26.1 The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24.
- 26.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of plant manufactured in the Purchaser's country or plant of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the plant if a contract is awarded to the Bidder;
 - (b) In the case of a bidder offering plant of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the plant if the Contract is awarded to the Bidder.
- 26.3 The comparison shall be of ex-factory/ex-warehouse price of the plant offered from within the Purchaser's country, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the plant, and the CIF price at port-of entry of the plant offered from outside the Purchaser's country.
- A clear break up of CIF price showing FOB price, Insurance charges from the warehouse of the manufacturer to the warehouse of the end user and Freight charges shall be given.

26.4 The Purchaser's evaluation of a bid will be only on the CIF price, but the bidder shall also quote separately for inland transportation and other incidentals for delivery of plant to the U.P. Fire Service premises at **GAUTAMBUDH NAGAR** as the case may be from Mumbai / Kolkata Port. These costs incurred in Purchaser's country shall be quoted in local currency only.

(b) **Delivery Schedule:**

The purchaser desires to have delivery of the plant covered under the invitation, at the time specified in the schedule of Requirements. The estimated time of arrival of the plant at the site from Mumbai / Kolkata Port should be calculated for each bid after allowing for reasonable ocean and inland transportation time. Treating the bid offering the schedule time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory /CIF price for each month of delay beyond the base and this will be added to the bid price for evaluation.

(c) **Performance and Productivity of the Equipment:**

Equipment offered shall have minimum productivity specified under the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of equipment offered in the bid.

27 Contacting the Purchaser:

27.1 Subject to Clause 23 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.

27.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

28 Post qualification:

The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

As affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the bidder's bid, in which event; the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform satisfactorily.

29 Award Criteria:

Subject to Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be subsequently responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

30 Purchaser's Right to Vary Quantities at the time of award:

30.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of plant and services specified in the Schedule of Requirements without any change in price or other terms and conditions.

31 Purchaser's Right to Accept any Bid and to Reject any or all bids:

31.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

32 Notification of Award:

- 32.1 Prior to the expiration of the period of bid validity the Purchaser will notify the successful Bidder in writing by registered letter and also by e-mail or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 32.2 The notification of award will constitute the formation of the contract.
- 32.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 35, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its EMD (EMD), pursuant to Clause 15.

33 Signing of Contract:

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 provided in the Bidding Documents, incorporating all agreements between the parties.

Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the purchaser.

34 Performance Security:

Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another Form acceptable to the Purchaser.

Failure of the successful Bidder to comply with requirement of clause 34 or clause 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bid.

GENERAL CONDITIONS OF CONTRACT

1. Definition & Interpretations: In the Contract the all words and expressions shall have the meanings as defined under clause 'A', (Introduction) except where the contract otherwise requires.

2. **Country of Origin:**

All Plant and Services supplied under the Contract shall have their origin in the member countries. These rules are explained under the Special Conditions of Contract.

For purposes of this Clause "Origin" means the place where the Plant is manufactured or from which the Services are supplied. Plant is produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized new product results that is substantially different in basis, characteristics or in purpose or utility from its components.

The Origin of Plant and Services is distinct from the nationality of the Supplier.

3. **Standards:**

The Plant supplied under this Contract shall conform to the standards mentioned in the Technical Specification only.

4. **Use of Contract Documents and Information:**

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision, thereof or any specification, plan, drawing, pattern, sample or information furnished by or in behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract, Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Para 5.1 except for purpose of performing the Contract.

4.3 Any document, other than Contract itself, enumerated in Para 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. **Patent Rights etc:**

5.1 The supplier shall fully indemnify the U.P. Fire Service against all actions, claims demands, costs, charges and expenses arising from or incurred by reasons of any infringement of letters patent, design or copyright protected in the Contractor's country or in the country in which the Plant is to be used, by the use of any plant supplied by the Contractor, but such indemnity shall not cover any use of the plant otherwise than for the purpose indicated by or reasonably to be inferred from, the specification.

In the event of any claim being made or action brought against the U.P. Fire Service arising out of the matters referred to in this clause the Contractor shall be promptly notified thereof and may at his own expense conduct all negotiations for the settlement of the same and any litigation that may arise there from. The U.P. Fire Service shall not, unless and until the Contractor shall have failed to take over the conduct of the prejudice thereto. The conduct by the contractor of such negotiations, Or litigations shall be conditional upon the Contractor having first given to the U.P. Fire Service such reasonable security as shall from time to time be required by the U.P. Fire Service to cover the amount ascertained or agreed of estimated as the case may be of any Compensation, Damages, expenses and costs for which the U.P. Fire Service may become liable in respect of such infringement as aforesaid. The U.P. Fire Service shall, at the request of the Contractor afford all available assistance for the purpose of contesting any such claim or action and shall be repaid any expenses incurred in so doing.

6. **Performance Security:**

Within 15 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract.

- 6.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- 6.2 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in the form of a Bank Guarantee from Bank mentioned in the approved list of Banks.
- 6.3 The Performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the supplier performance obligations, including any warranty obligations, under the contract.

7. Inspection and Tests

- 7.1 The Purchaser or its representatives shall have the right to inspect and/or to test the plant to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and test the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the plant's final destination. When conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawing and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested plant fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected plant or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and if not found in conformity to technical specifications, to ask to suitably amend the plant so that it conforms to the required level as Specified in technical specifications after the plant arrival in the Purchaser's country shall in no way be limited or waived by reason of the plant having previously been inspected, tested and passed by the Purchaser or its representative prior to the Plant shipment from the country of origin.
- 7.5 Nothing in clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Packing:

- 8.1 The Supplier shall provide such packing of the Plant 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 open storage packing case size and weights shall take into consideration, where appropriate, the remoteness of the Plant final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and subject to Clause 18, in any subsequent instructions ordered by the purchaser.
- 8.3 **Prices quoted in tenders and in the Contract shall include the cost of packing** or protector required under normal transport conditions to prevent damage to or deterioration of the plant before its destination as stated in the contract.

9. Delivery and Documents:

- 9.1 No plant shall be shipped or delivered until an intimation, in writing has been applied for an obtained by the supplier from U.P. Fire Service Hqrs. that the plant may be delivered.
- 9.2 Before dispatch from the Contractor's works the plant shall be adequately protected by painting or by other suitable means for the whole period of transit and storage in a tropical humid climate prior to use, against corrosion and incidental damage including the effects of vermin, strong sunlight, rain, high temperature and humid or salty

atmosphere or sea spray. The supplier shall be held responsible for the plant being so protected as to ensure spray. The supplier shall be held responsible for the plant being so protected as to ensure that as far as is practicable it reaches its ultimate destination intact and undamaged.

9.3 The supplier shall be deemed to have included in the bid prices for all material and packing crates or cases appropriate to the particular item of plant necessary for the safe package, conveyance and delivery of the plant.

9.4 Detailed instruction including the name (names) of ultimate consignee (consignees) shall be furnished to the Contractor separately after the Contract is awarded. The contractor shall arrange to consign the material accordingly and ensure that each box or unit of shipment is legibly and properly marked for correct identification. Failure to comply with this requirement shall render the Contractor liable for any additional expenses involved.

9.5 The Contractor shall give complete shipping information concerning the weight, size and content of each package including any other information the U.P. Fire Service may require.

9.6 Transshipment of plant shall not be permitted except with the written permission of the U.P. Fire Service.

10. For Foreign Plant

The following documents shall be airmailed to Purchaser within 7 days from the date of shipment:

- (i) Three copies of the Supplier's invoice showing Plant description, quantity, unit price, total amount:
- (ii) Original and duplicate copies of the negotiable, clean on-board bill of lading marked freight prepaid and two copies of no-negotiable bill of lading:

10.1 Three copies of packing list identifying contents of each package:

10.2 Insurance Certificate in triplicate

10.3 Manufacturer's/Supplier's guarantee certificate in duplicate.

10.4 Three copies of Inspection certificate, issued by the nominated inspection agency
and the Supplier's factory inspection report: and

10.5 Certificate of origin in duplicate

11. Insurance of Plant:

The seller shall insure the plant for 110% of the CIF value against "ALL TRANSIT RISKS" including the risk of WAR and SRCC from warehouse of the manufacturer to warehouse of the end-user at the nominated inland destination in India, with an insurance company of repute with claims settling agents in India. Claim, if any, should be payable at destination in the currency of contract. Name of the surveyor / claim settling agents in India shall be indicated in the policy.

12. Transportation:

12.1 The plant is to be delivered at site in India at **GAUTAMBUDHNAGAR** as designated by the U.P. Fire Services Hqrs from the warehouse of the manufacturer / supplier.

13. Incidental Services:

13.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following services;

- (a) Performance & supervisions of on-site assembly and start-up of the supplied plant.
- (b) Furnishing of tools required for assembly and maintenance of the supplied plant.
- (c) Furnishing of a detailed operations & maintenance manual for each appropriate unit of the supplied plant.

- (i) Performance, supervision, maintenance and repair of the supplied Plant, for a period of time agreed by the parties, provided that his service shall not relieve the supplier of any warranty obligations under this contract, and
- (j) Conduct, training of the Purchaser's personnel, at the Supplier's plant and on-site, in assembly, start-up, operations, maintenance and repair of the supplied plant.

2. **Spare Parts:**

- 14.1 The Contractor shall provide a list of spare parts and that he recommends as sufficient for ten years operation of the equipment. The price of spare parts shall be given in a separate envelope forming part of packet 'B'. This shall not be considered for evaluation of financial bid.

Warranty

- 15.1 The Supplier warrants that the plant supplied under the Contract is new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the plant supplied under this Contract shall have to be free from defect arising from design, materials or workmanship (except insofar as the design or materials is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied plant in the conditions prevailing in the country of final destination. **This shall include replacement of parts, as a result of normal wear and tear and labor as well.**
- 15.2 This warranty shall remain valid for 24 months after the plant has been successfully commissioned at the final destination indicated in the Contract, unless specified otherwise in the Special Conditions of Contract.
- 15.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective plant or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced plant or parts from the port of entry to the final destination, including custom duties.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary at the Supplier's and expenses and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. **Payment:**

The method and conditions of payment to be made to the Supplier under Contract are specified in the Special Conditions of Contract.

By irrevocable letter of credit to be opened by end-user department/authorized agency in the favour of supplier for 100% value of the plant. Irrevocable Letter of Credit shall be opened for EURO _____ (Euro Eight _____ only) upon receipt of signed and stamped copy of contract and 10% PBG thereof. 90% Payment available on site basis against submission of documents (As defined under Payment Terms of Contract) pertaining to dispatch of plant along with satisfactory certificate of pre-dispatch inspection and balance 10% payment shall be payable on receipt of certificate of satisfactory installation / demonstration of plant from the end – user department.

17. **Prices**

- 17.1 Prices charged by the Supplier for plant delivered and Services performance under the contract shall not, vary from the prices quoted by the Supplier in its bid.

18. **Change Orders:**

- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to clause 31, make changes within the general scope of Contract in any one or more of the following: -

- (a) Drawings, designs or specifications, where plant to be furnished under the contract are to be specifically manufactured for the Purchaser.
- (b) The method of shipment or packing.

(c) The place of delivery, or;

(d) The services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. **Contract Amendment:**

19.1 Subject to clause 18, no variation in or modification of terms of the contract shall be made except by written amendment signed by the parties.

20. **Assignment:**

20.1 The Supplier shall not assign, in whole or in part its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. **Sub – Contracts**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid, such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provision of Clause 3

22. **Delays in the Supplier's performance:**

22.1 Delivery of the plant and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its schedule of Requirements.

22.2. An unexpected delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following actions, forfeiture of its performance security, imposition of liquidated damages, and/ or termination of the Contract for default.

22.3. It at any time during performance of the Contract, the Supplier or its subcontractor (s) should encounter conditions impeding timely delivery of the plant and performance of services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay its likely duration and its cause (s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

23. **Liquidated Damages:**

23.1 Subject to Clause 25, if the Supplier fails to supply any or all of the plant or perform the services within the time period (s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract price as liquidated damages, a sum equivalent to half percent of the delivered price of the delayed plant or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the delayed plant or services contract price. Once the maximum is reached the Purchaser may consider termination of the contract.

24. **Termination of Default:**

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part :

(a) If the Supplier fails to delivery any or all of the plant within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 22, or

(b) If the Supplier fails to perform any other obligation (s) under the contract.

24.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Para 24.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, plant similar to those undelivered, and the supplier shall be liable to the Purchaser for any excess costs for such similar plant. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. **Force Majeure:**

If at any time during the continuance of this order either party is unable to perform in whole or in part any obligation under this order because of war, hostility, military operation of any character, acts of public, enemy, civil commotion's, sabotage, strikes, lockouts, go-slow, fire floods, explosions, epidemic, quarantines restrictions, acts of God and acts of Govt. (including but not restricted to prohibition of exports or imports then the date of fulfillment of any engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of delivery of any installment or parts of plant shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If duration of such circumstances exceed six months, either party shall have right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damage. The party which is unable to fulfill its engagement under the present contract must immediately inform the other party on the existence or termination of contract. **Certificate issued by the Chamber of Commerce** in the country of M/s _____(Name & Address of the supplier) or (Name & Address of the end-user department), as the case may be shall be sufficient proof of the existence of the above circumstances and their duration.

26 **Termination for Insolvency:**

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

27 **Termination for Convenience:**

27.1 The Purchaser, may by written notice sent to the Supplier, terminate the contract, in whole or in part, at any time, for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Plant that are complete and ready for shipment within 30 days after the Suppliers receipt of notice of termination shall be purchased by the purchaser at the Contract terms and prices. For the remaining plant, the Purchaser may elect:

(a) To have any portion completed and delivered at the Contract terms and prices, and or

(b) To cancel the remainder and pay to the Supplier an agreed for partially completed plant and for materials and parts previously procured by the Supplier.

28 **Settlement of Disputes:**

28.1. Except as otherwise specifically provided in the contract all disputes questions of fact arising under the contract shall be decided by the purchaser subject to a written appeal by the Contractor to the purchaser whose decision shall be final to the parties hereto.

28.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this Contract shall be to the extent possible settled amicably between the parties.

32.1 If amicable settlement cannot be reached then all disputed issue shall be settled by Arbitration as provided in Clause 12 of special conditions of contract.

29. **Governing Language:**

29.1 The contract shall be written in the language of the bid, as specified by the Purchaser in the instructions to Bidders, subject to clause 30, that language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties shall be written in that same language.

30. Applicable Law:

30.1 The contract shall be interpreted according to and subject to the Laws of India, and under the jurisdiction of the courts of Uttar Pradesh (India).

31. Notices:

31.1 Any notices given by one part of the other pursuant to the Contract shall be sent in writing or by telegram or telex/cable and confirmed in writing to the address specified for the purpose in the Special Conditions of Contract.

A notice shall be effective when delivered or on the notice's effective date, whichever later.

32. Taxes and Duties:

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside the Purchaser's country.

A local supplier shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted plant to the Purchaser.

SPECIAL CONDITIONS OF CONTRACT

1. The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General conditions is indicated in parentheses.
2. **Definitions (Clause A) :**
 - a) The Purchaser is U.P. Fire Service
 - b) The Supplier is successful Bidder.
3. **Country of Origin (Clause 3):**

All member countries of the World Bank, Switzerland, Taiwan and China
4. **Performance Security (Clause 7):**

The Performance Security shall be in the amount of 10% of the contract price.
5. **Inspection and Tests (Clause 8):**

The following inspection procedures and tests are required:

 - a) Inspection of Plant before delivery at the factory premises of supplier in case of indigenous plant.
 - b) Inspection of Plant before shipment at factory premises of supplier, in case of foreign plant.
 - c) The inspection will be carried out by Director general, U.P. Fire service or his authorized representatives.
6. **Delivery and Documents (Clause 10):**

- a) For Imported Plant: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex the full details of the shipment including contact number, description of Plant, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company.
- i) Three copies of the Supplier's invoice showing Plant description, quantity, unit price total amount;
- ii) Original and duplicate copies of the negotiable clean, on-board bill of lading marked freight prepared and two copies of non-negotiable bill of lading;
- iii) Three copies of packing list identifying contents of each package;
- iv) Insurance Certificate; in triplicate
- v) Manufacturer's /Supplier's guarantee certificate;
- vi) Three copies of Inspection certificate, issued by the nominated inspection agency and the supplier's factory inspection report; and
- vii) Certificate of origin ' in duplicate
- viii) Certificate from Shipping Company showing that vessel is of conference liner Lloyds approved and age of the vessel is not more that 25 years.

The above documents shall be received by the Purchaser at least one week before arrival of plant at the port and if not received the Supplier will be responsible for

7. Insurance (Clause-11):

"The seller shall insure the plant for 110% of the CIF value against "ALL TRANSIT RISKS" including the risk of WAR and SRCC from warehouse of the manufacturer to the F.O.R of nominated inland destination in India, with an insurance company of repute with claims settling agents in India. Claim, if any, should be payable at destination in the currency of contract. Name of the surveyor / claim settling agents in India to be indicated in the policy."

8. Incidental Services (Clause 13) :

The following services covered under clause 13 shall be furnished. The cost shall be included in the contract price:

- a) Performance and supervision of on-site assembly and start-up of the supplier plant.
- b) Furnishing of tools required for assembly and maintenance of the supplied plant.
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied plant.
- d) Performance supervision maintenance and repairs of the supplied plant for a period agreed by the parties provided that his service shall not relieve the supplier of any warranty obligations under this contract.
- e) Conduct training of the purchaser's personnel, at the Supplier's plant and on-site in assembly start-up, operation maintenance and repair of the supplied plant.

9. Spare Parts (Clause 14) :

The supplier shall be keep sufficient stock of spare parts for a minimum period of 10 years.

10. Warranty (Clause 15) :

The Warranty period shall be 24 months from the date of supply and commissioning of equipment to U.P. Fire Service.

11. Terms of Payment (Clause 16)

Payment Against this letter of credit will be made available against presentation of the following documents and also on proof of evidencing of shipment.

- a. Complete set of 3 (Three) Original Clean on Board Bill of Lading. The Airway Bill shall be in the name of (Name & Address of the Consignee / End-user Deptt) **and marked Freight Prepaid.**
- b. Signed invoice in three copies in Original giving letter of credit No., Order No. and date, Vehicle Chassis No. & Engine No. respectively. The invoice shall be in the name of (Name & Address of the Consignee / End-user Deptt).
- c. **Pre-Dispatch Inspection Certificate** from the end – user department stating that the plant inspected at Manufacturer's Works is new and as per the ordered Specifications and proper satisfactory working condition.
- d. Certificate showing plant of _____ **ORIGIN** issued by Chamber of Commerce or Equivalent Body in Duplicate.
- e. Specification and Packing list – three copies.
- f. Certificate from the manufacturer to the effect that the plant conform to the manufacturers standards and are new and free from any latent or patent defects and are strictly as per Specifications mentioned in Order/Contract No. _____ dated _____ issued by (Name & Address of the Consignee / End-user Deptt)
- g. Warranty certificate as per Clause No. _____ of the Order.
- h. Insurance Policy/ Certificate - one original and two copies.
- i. Certificate by the seller that the freightment consists complete requirement as per list of plant given in the Annexure-I enclosed with the order.
- j. Certificate that the shipment has been made by a Liner or Charter or Conference or Non-Conference line vessel not more than 25 years old approved under institute classification clause and class maintained equivalent to Lloyd's 100 A1.
- k. Certificate from the seller that packing charges, freight to loading port, FOB charges, freight charges (As per Bill of Lading) and insurance charges mentioned in the Invoice are the amounts actually spent by the seller.
- l. Certificate from the seller that one set of non-negotiable documents mentioned under (i) to (xi) above has been airmailed/couriered to the following within 72 hours of departure of the vessel in addition to one set of non-negotiable document sent with the vessel to:

12. Settlement of dispute (Clause 28):

- 12.1 If any dispute or difference of any kind whatsoever (other than those in respect of which the decision of any person is by the contract, expressed to be final and binding) shall arise between U.P. Fire Service Hqrs. or any other officers and contractor in connection with/or arising out of the Contract or the carrying out of the works (whether during the progress of the termination, abandonment or breach of the Contract) it shall in the first place be referred to and settle by the Director General (Fire Services), who within a period of 90 days after being requested by either party to do so shall give written notice of his decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of work, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence whether he requires arbitration as hereinafter provided or not. If the Director General (Fire Services) has given written notice of his decision to the Contractor and no claim to arbitration has been communicated to him by the Contractor within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.
- 12.2 If the Director General of police (Fire Services) shall fail to give notice of his decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect to which the decision (if any) of the Director General of police (Fire Services) has not become final and binding as aforesaid shall be finally settled by arbitration as follows:
- i) by a single arbitrator agreed upon by the parties or failing agreement upon such an arbitrator :
 - ii) by three arbitrators one to be appointed by the U.P. Fire Service another by the Contractor and the third by the President of the International Chamber of Commerce in the case of an International Bidder and by the President of the Institution of Engineers, India, in the case of Domestic Bidder. If either party fails to appoint an arbitrator then the other party may request the president of the International Chamber of Commerce or the President of the institution of Engineers (As the case may be) to make such appointment.
- 12.3 The arbitration shall be conducted in accordance with the Rules and Procedures for Arbitration of the International Chamber of Commerce, in the case of an international Contractor and in accordance with the provisions of the Arbitration Act 1940 or any statutory modification thereof in the case of a domestic contractor and shall be held at such place and time within the limits of Lucknow as the arbitrator or arbitrators may determine.
- 12.4 The decision of the arbitrator or the majority of the arbitrators shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator or arbitrators. The said arbitrator or arbitrators shall have full power to open up review and revise any decision opinion, direction certificate or valuation of the Director General of police (Fire Services) and neither party shall be limited in the proceedings before such arbitrator or arbitrators to the evidence or arguments put before the Director General (Fire Services) for the purpose of obtaining his said decision. No decision given by the Director General (Fire Services) in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator or arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrator or arbitrators as aforesaid.

13. Notices (Clause 31):

For the purpose of all notices the following shall be the address of the Purchaser and Supplier :

Purchaser:

The Director General of Police, U.P. Fire service,
U.P. Fire Service Headquarters,

4,5th Floor, Indira Bhawan , Ashok Marg,
Lucknow-226001,
Uttar Pradesh (India)

Supplier:

.....

14 Director General of police, U.P. Fire service's Representative:

The duties of the representative of The U.P. Fire Service Hqrs. are to check, inspect and supervise the work and to test and examine any material to be used to workmanship employed in connection with the works. He shall have no authority to order any extra work involving any extra payment by the U.P. Fire Service nor to order any Variation in the Works, unless approved or directed by The U.P. Fire Service Hqrs.

However, he shall perform the following duties:

- 1) Furnishing of drawings and information to the Contractor
- 2) Approving of Contractor's drawings subject to post-facto approval and signature of the representative of U.P. Fire Service Hqrs.
- 3) Recommending and approving the interim Certificates, taking over certificate and final certificate after thorough checking and inspection.
- 4) Recommending extra works required and extension of time.

Failure of the Representative of The U.P. Fire Service Hqrs. to disapprove any work or material shall not prejudice the power of The U.P. Fire Service Hqrs. thereafter to disapprove such work or material and to order removal or modification thereof.

If the contractor shall be dissatisfied with any decision of the Representative of The U.P. Fire Service Hqrs. he shall be entitled to refer the matter to The U.P. Fire Service Hqrs. who shall thereupon confirm, reverse or vary such decision.

15. Programme to be furnished:

The time allowed for execution of supply and delivery of the plant shall be the essence of the contract. The contract period shall commence from the date of intimation of acceptance of the tender. The contractor at the time of submitting his tender shall enter in the Delivery Schedule, the total time required to manufacture, test, load, transport and deliver the plant.

16 Discrepancies in Specifications:

The tender specifications are to be considered as actually explanatory. Should any discrepancies however, arise as to the meaning and import of the said specifications or the quality of the material for the due and proper supply of plant/equipments or as to the measurement or quality or valuation of the plant/equipment supplied under the Contract, or as extra thereupon the same shall be explained by The authorized representative of U.P. Fire Service Hqrs., and his explanation shall, subject to the final decision of the Director General of police (Fire Services) in case a reference be made to him, be binding upon the Contractor and the contractors shall supply the plant/equipments according to such explanation (subject as aforesaid) and without addition to or deduction from the contract and shall also do all such works and things necessary for the proper supply of the plant/equipments as implied by specifications, even though such works and things are not specially shown and described in the specifications.

17. Inspection and Taking Over:

Within one months of the date of receipt of the plant at the designated destination and after visual inspection, the purchaser will issue a taking over certificate in which the U.P. Fire Service will certify the date on which the vehicle has been so accepted. The taking over of vehicle found defective due to faulty design or workmanship or damage

due to defective packing or otherwise not in conformity with the requirements of the Contract fails to be withheld until such time as the defects have been corrected. If the Contractor fails to make good any defects, the Director General (Fire Services) may take at the cost of the Contractor such steps as may in all the circumstances be reasonable to make good defects. The issuance of taking over certificate shall in no way relieve the contractor of his responsibility for the satisfactory operation of the vehicle in terms of the specification.

18 Extension of Time:

If the completion or supply of plant is delayed due to reasons beyond the control of the Contractor, the contractor shall without delay give notice to The U.P. Fire Service Hqrs. in writing of his claim for an extension of time but shall nevertheless use constantly his best endeavours to prevent or make good any delay and shall do all that may be reasonably required to the satisfaction of The U.P. Fire Service Hqrs. to execute the work.

Requests for an extension of time to be eligible for consideration shall be made by the contract in writing within 14 days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such a request the period for which the extension is required.

In any such case The U.P. Fire Service Hqrs. may give a fair and reasonable extension of time for completion of individual items or groups of items of work for which separate periods of completion are specified in the Contract or the Contract as a whole. The decision of The U.P. Fire Service Hqrs. in regard to the extension will be communicated to the Contractor in writing within a reasonable time.

19 Defects:

The Contractor shall be responsible for making good with all possible speed any defects arising from defective designs (other than a design made, furnished or specified by the U.P. Fire Service and for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of the Director General(Fire Services)'s instructions) materials or workmanship or from any act or omission of the Contractor that may develop under the any portion thereof during the period of Maintenance.

If such defects shall occur The U.P. Fire Service Hqrs. shall inform the Contractor thereof stating in writing the nature of the defect. If the Contractor replaces or renews any portion of the Plant the provision of this clause shall apply to the portion of the Plant so replaced or renewed as if that portion has been taken over on the date of replacement or renewal.

Save as in this clause expressed the Contractor shall be under no liability in respect of the said defects after the Plant have been taken over.

The Contractor shall if required by The U.P. Fire Service Hqrs. in writing, search for the cause of any defect, imperfection or fault under the direction of the Engineer. Unless such defects, imperfections or faults shall be one for which the contractor is liable under the contract the cost of the work carried out by the contractor in searching as aforesaid shall be borne by the U.P. Fire Service. But if such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the Contractor, and he shall in such case repair rectify and make good such defect, imperfection or fault at his own expense in accordance with provision of this clause.

If any defects be not remedied within a reasonable time, the Director General of police (Fire Services) may: -

- a) At his option replace or rectify such defective plant and recover the extra cost so involved from the Contractor plus fifteen percent; or
- b) Terminate the contract for default as provided under clause 3 (Contractor's default) ;
- c) Acquire the defective plant at a reduced price considered equitable under the circumstances.

20. Overpayment and Underpayment:

Whenever any claim for the payment of a sum to the U.P. Fire Service arises out of or under this contract against the Contractor the same may be deducted by the U.P. Fire Service from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any contract with the U.P. Fire Service or from any other sum due to the contractor from the U.P. Fire Service (which may be available with the U.P. Fire Service) or from his retention money, or he shall pay the claim on demand.

The U.P. Fire Service reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers abstracts etc. The U.P. Fire Service further reserves the right to enforce recovery of any overpayment when detected notwithstanding the fact that the amount of the final bill may be included by one of parties as an item of disputes before an arbitrator appointed under clause 45 (Arbitration) of this Contract notwithstanding the fact that the amount of the final bill figures in the arbitration award.

If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract it shall be recovered by the U.P. Fire Service from the Contractor by any or all the methods prescribed above or if underpayment is discovered the amount shall be duly paid to the Contractor by the U.P. Fire Service.

Provided that aforesaid right of the U.P. Fire Service to adjust overpayment against amounts due the Contractor under any other Contract with the U.P. Fire Service shall not be extended beyond the period of two years from the date of payment of the final bill or in case the final bill is a “minus” bill from the date that amount payable by Contract under “minus” bill, is communicated to the Contractor.

Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the U.P. Fire Service on any other contract account whatsoever.

THE U.P. FIRE SERVICE WILL ACCEPT THE BANKERS GUARANTEE FROM OR THROUGH ALL INDIAN NATIONALISED BANKS ONLY
EMD(EMD) FORM

Ref. :
Date. :
Bank Guarantee No.

In accordance with invitation to Bid for Contract No. dated for the supply, delivery of Fire Fighting & rescue appliances for Director General, U.P.Fire Service,
(I) M/s.

.....

or M/s.

address

.....

wish/wishes to participate in the said Bid and the sum of ----- is required to be submitted by the Bidder as a guarantee that they/ he will furnish a Performance Guarantee and that they/ he will execute the necessary Contract whenever called upon to do so without any reservations.

G. Witness Signature

Name For M/s.

Address

.....

(Name of the Contractor)

ii) Witness Signature

Name

Address

.....

PERFORMANCE SECURITY FORM

To

The Director General of Police, U.P. Fire service,
U.P. Fire Service Headquarters,
4,5th Floor, Indira Bhawan , Ashok Marg,
Lucknow-226001,
Uttar Pradesh (India)

1. Against Contract No..... dated Two Thousand and
.....(hereinafter called the said “Contract”) entered into between
.....

inhabitants carrying on business at

in Under the style and name of Messrs

(hereinafter called “the Contractor”) of the one part and the Director General of police (Fire Services) (hereinafter called “the Director General(Fire Services)”) in which expression are included, unless the inclusion is inconsistent is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of The Director General of police (Fire Services) of the second part and the U.P. Fire Service of the third part, WHEREAS at the request of the Contractor we Bank Ltd, are holding in trust in favour of the U.P. Fire Service the amount of
.....

..... (Write the sum here in letters)

to indemnify and keep indemnified the U.P. Fire Service against any loss or damage that may be caused to or suffered by the U.P. Fire Service by reasons of any breach by the Contractor of any of the terms and conditions of the said contract and /or the performance thereof. We agree that the decisions of the Director General(Fire Services), whether any breach of any of the terms and conditions of the said contract and / or any failure in
.....performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the U.P. Fire Service shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand to the U.P. Fire Service.

2. WeBank Ltd.,
further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the said Contract including the maintenance period of 18 months from the date of putting into services or 24 months from the date of issue of the Taking Over Certificate by the U.P. Fire Service, Whichever is the sooner of provided always that before the expiry of the date of the validity of the guarantee herein contained, we shall, from time to time, on being called upon by the Director General(Fire Services), extend the date of the validity for a period of six months on each occasion and that if any claim accrues of arises against us Bank Ltd, by virtue of this guarantee before the said date as extended from time to time, the same shall be enforceable against us.....
.....Bank Ltd., notwithstanding the fact that the same is enforced after the said date as extended from time to time, provided that the notice of any such claim has been given by the Director General of police (Fire Services) before the expiry of the said date. Payment under this Letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Director General(Fire Services).

3. It is fully understood that this guarantee effective from the date of said Contract and that we Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the Director General(Fire Services).

4. We Bank Ltd. further agree that the Director General of police (Fire Services) shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director General of police (Fire Services) against the said Contractor and to forbear or enforce any of the terms and Director General of police (Fire Services) against the said Contract and we Bank Ltd. shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance of the part of the Director General of police (Fire Services) or any indulgence by the A Director General of police (Fire Services) or by any other matter or thing whatsoever which under lay relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.

5. WeBank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the Constitution of the said Contractor or the Bank.

6. **We further agree that the validity period of this Performance Bank Guarantee will be extended by us upon receipt of any such request in writing from the Buyer and any charges on account thereof shall be to the account of supplier on whose behalf this Bank Guarantee is being opened.**
This day of
Two Thousand and

Witness

(1)

Signature

Name

Address

.....

The duly constituted Attorney

(2)

Signature

Name.....

Address

.....

Manager

For

(Name of the Bank)

The Bank and the said M/s.

Witness

(1)

Signature

Name

Address

.....

(2)

Signature

Name

Address

.....

For M/s.

(Name of the Contractor)

SPECIFICATIONS

GENERAL

Nature OF Contract

- 1.1 The Contract shall comprise the supply and delivery of equipments mounted on vehicle chassis, complete with all the accessories, tools, as specified. The vehicles and equipments will be used for Fire Fighting & Rescue operations.

The bid price shall include the cost of materials, plant, equipment, labour, consumables, tools, and everything needed to design and manufacturer the vehicle for test at the contractor's works for delivery and insurance to designated destination in Uttar Pradesh, for maintenance and discharging every obligation and requirement specified under the contract.

Contractor's Tender Drawing

- 1.2 The contract shall submit with his bid 2 copies of typical Cross Selection Drawings showing the salient features of the equipment mounted on specified vehicles chassis and accessories offered together with sufficient details to enable the general arrangement of the vehicles and equipments to be determined and these shall be called contractors tender drawings. One set of these drawing shall accompany each copy of the tender.

Approved Drawings

- 1.3 The Contractor shall, within two weeks of acceptance of his bid, submit for the approval of The U.P. Fire Service Hqrs, three copies of dimensioned drawings of each item of plant. These drawings having been corrected or amended as necessary to The U.P. Fire Service Hqrs.'s approval shall become the Approved Drawings to be used for the performance of the works.

Within fourteen days of the issue of the notice of the approval of the drawings, the Contractor shall supply to The U.P. Fire Service Hqrs, five further copies of each approved drawings one of which shall be signed by the Contractor. Copies of such drawings shall be made available by the Contractor for inspection at his works. One copy of each approved drawing shall be signed by The U.P. Fire Service Hqrs. and returned to the Contractor.

Instruction Manual

- 1.4 The Contractor shall send three bond copies of an Instruction Manual, Workshop Manual and Spare Parts catalogue to The U.P. Fire Service Hqrs. on or before the delivery of the plant. The manual shall include details of all types of equipments and accessories under the contract.

The Instructions Manual shall be approved in draft from initially by The U.P. Fire Service Hqrs. and the Workshop Manual shall contain information necessary for dismantling and reassembling each item of plant and maintenance instructions including charts showing lubrication, checking, testing and replacement procedure to be carried out periodically. All lubricant shall be listed. The spare parts catalogue shall contain list of spare parts, Material Specification, Spare Parts drawings, part number, quantity and price. The manuals shall be printed and bound in Twin lock binders.

Compliance with Standard Specifications

- 1.5 Where reference is made in the specifications to Indian Standards (hereinafter abbreviated to 'BIS.') issued by the Bureau of Indian Standards, of Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-1, or British Standard Specification (hereinafter abbreviated to 'B.S.') issued by the British Standard Institution of 2 Park Street, London W1 or to any other standard, it shall be to the latest revision of that standard at the tendered date.

All details, materials and equipments supplied and workmanship performed, in regard to which specifications or standard have been issued by the Indian Standard Institution shall be supplied and performed in accordance with such specifications or standards unless otherwise specified. The approval of the other standards may be considered if in the opinion and discretion of The U.P. Fire Service Hqrs. they are equivalent to or better than the above referred specifications. Whether the relevant standards provides for the furnishing of a certificate to the U.P. Fire Service on request, stating that the materials comply in all respects with the standard, the contractor shall obtain the certificate and forward, it to The U.P. Fire Service Hqrs.'s representative.

Design

- 1.6 The Contractor shall design the plant to The U.P. Fire Service Hqrs.'s satisfaction and in accordance with the Specification. The design shall be in accordance with best modern practice and shall be such as will facilitate inspection, cleaning, lubrication and repair to ensure satisfactory operation under all service conditions. The plant or any part thereof may be of the contractor's standard design provide that such design is generally in accordance with the Specifications. The Contractor's design calculations as warranted under the EN 1777 -2010E or latest shall be submitted to The U.P. Fire Service Hqrs.'s Representative.

Approval by The U.P. Fire Service Hqrs. of the Contractor's design or drawings shall not relieve the contractor of any of his obligations or liability under the contract except in so far as provided for by the Conditions of Contract.

Materials General

- 1.7 The units and accessories shall be manufactured from materials specified in the clauses appropriate to the particular item except where the contractor at the time of tendering :

- (a) due particular attention to the deviation from the specification and
- (b) substantiated to the specification of The U.P. Fire Service Hqrs., his claim that the material offered is equal or superior to the material specified and such deviation has been accepted in writing by U.P. Fire Service Hqrs.

Where the material to be used has not laid down in this specification, the contractor shall use only those materials in such composition as have been proved in actual service to be most suitable for the particular purpose.

Care shall be exercised in the selection of various types of metals for use in the units and accessories to reduce the effect of bimetallic corrosion to the minimum.

Grade of Materials

- 1.8 Materials used shall be of the best quality suitable for use in the climatic conditions given in Appendix I and road conditions in Gautambudhnagar given in Appendix II.

Workmanship

- 1.9 Workmanship and general finish shall be of first class commercial quality and in accordance with best workshop practice.

All similar items of the plant and their component parts shall be completely interchangeable. Spare parts shall be manufactured from the same materials as the originals and shall fit all similar items. Machining fits on renewable parts shall be accurate and to specified tolerance so that replacements made to manufacturer's drawings may be readily installed.

All parts which can be worn or damaged by dust shall be totally enclosed in dust proof housing.

Protective Coating

- 1.10 The contractor shall apply any internal and external protective coatings that he deems necessary bearing in mind in atmosphere conditions. Full details of all coatings shall be submitted with tenders.

Lubrication

- 1.11 The contractor shall submit full details of the method of lubrication to be employed for plant to be supplied under Contract. The Contractor shall supply all necessary lubricating equipment, including sufficient oil and other lubricants of each required grade for setting the plant to work.

Spare Parts

- 1.12 The contractor shall give undertaking to supply spare parts and float units for next 10 years of operation of vehicles and equipments.

Tools

- 1.13 A complete set of any necessary special tools, in a completely new and unused conditions, shall be supplied by the Contractor to enable any erection, dismantling or testing to be carried out any part of the plant whether of an electrical, mechanical or other nature. These tools shall be as described in the Scheduled of Tools.

Protection and Packing for Transportation

- 1.14 Before any plant is dispatched from a manufacturer's works, it shall be properly prepared and packed in accordance with clause 10 (Delivery) of the General Conditions of Contract and the Contractor shall give The U.P. Fire Service Hqrs. at least fourteen days notice that these preparations are to commence.

Cases containing spare parts shall not weigh more than 100 kg. gross. All crates, packages etc. shall be clearly marked with a water proof material to show the weight where the weight is bearing and where the slings should be attached, and shall have an indelible identification mark relating them to the packing lists.

Delivery Period

- 1.15 The dates on which the equipments will be required in Gautambudhnagar are showing schedule of delivery. The contractor shall complete delivery of the Plant within the time offered in the Delivery Schedule.

Note: NO change in the words of column (1) and their contextual meaning thereof is allowed.

Technical Specification			
TECHNICAL SPECIFICATIONS FOR FABRICATION AND SUPPLY OF HAZMATVAN FOR U.P.FIRE SERVICES		Accepted	Deviation /REMARK
<p><u>PREAMBLE</u> The Hazmat-van shall be designed and fabricated so as to provide facilities necessary to deal with the emergent situations arising due to accidents involving chemicals, road/rail accidents, house –collapse, CBRN environment and similar other situations caused by natural calamities and to provide data and communication support with the aid of computers and other fail proof satellite-linked communication equipment for efficient working at the accident site.</p>			
<p><u>GENERAL REQUIREMENTS:</u></p>			
<p><u>Detailed Scope of Works</u> The scope of works includes but is not limited to the following : Detailed design of the works describe in this particular specification and drawings. Preparation and supply of drawings, documents, samples, submissions and O & M Manuals as specified. Supply of resources, materials, tools plant and man power for manufacture and fabrication of the equipment to meet the intended function. Where necessary, license applications and statutory submissions in accordance with enactments to the commencement of the defects liability period shall be provided. Training of Employer’s representative in operations & maintenance of the equipment being supplied</p> <p><u>Design Responsibility</u> The Contractor shall be responsible for the design of the equipment, which shall include but not be limited to the following: The development and the design being carried out in accordance with the specification set out in the Contract. The Contractor being responsible for the development and completion of the design of any other items of the works and stated in the Contract. The Contractor shall determine and verify as appropriate the materials, measurements and installation criteria before adopting in the design of the equipment. Responsibility for the Contractor’s design proposals submitted to the relevant authorities shall remain with the contractor who must provide sufficient resources to deal with subsequent questions, alterations etc. as requested by the relevant authorities.</p>			
<p><u>(C) MATERIAL SELECTION AND TREATMENT:</u></p>			
<p>1. The choice of materials to be used in the construction of the HAZMAT vehicle should be made with a view of combining lightness and strength, durability and efficacy of the body. The material used in body work Shall preferably be Glass-fiber reinforced polyester (GRP) for lightness, strength, and durability.</p>			
<p>2. (a) Timber should not be used in body construction of the vehicle, as the Vehicle shall be used in conditions with constant high humidity and heat. This fact should be given full consideration while selecting the materials.</p>			
<p>(b)The material used for fabrication should be selected to ensure a hindrance free performance of the vehicle in adverse operational conditions and to ensure its prescribed life.</p>			
<p>3. All metal parts exposed to atmosphere either should be corrosion resistant or treated to resist corrosion.</p>			
<p>4. Ferrous metal fittings should not be used without nickel or chromium plating. Plating should be of extra heavy quality.</p>			
<p>5. The aluminum used in fabrication of HAZMAT vehicle should be anodized.</p>			
<p>6. All compartments should be manufactured with material of best quality and workmanship.</p>			
<p>7. All equipments should have sufficient lubrication arrangements so that the bearings and other parts do not get unusually heated/wear out in the</p>			

course of operation.		
8. All moving parts and exposed parts should be guarded absolutely to prevent accidents. The Vehicle, equipments and accessories should conform to relevant statutory requirements in all respects.		
<p><u>Chassis:</u></p> <p>The chassis for appliance shall be selected internationally reputed makes and meeting international standards (Euro IV) that provides ample space for carrying the equipment as per list enclosed and other facilities stipulated hereafter. The Engine shall have sufficient power so as to meet road performance standards for such class of emergency appliance when fully laden. The top speed shall not be less than 100 kmph and maximum acceleration shall not be less than 0-64 Kmph within 30 seconds. As far as practicable the vehicle shall be right hand drive and all the maneuverings system shall be power assisted.GVW shall not be more than 25 tonn on MAN / Volvo / Mercedes Benz homologation for India.</p>		
<p><u>BODY WORK:</u></p> <p>The superstructure shall be made of high quality corrosion resistant light alloy structural members. The paneling shall be done, as far as practicable in view of load or design strength, light alloy corrosion resistant panel may be used . The superstructures shall be so compartmented that it provides space for shelves for carrying equipment as per annexure I with suitable holding and quick arrangements, pumps, decontamination cell, mobile control room housing communication equipment, computer and its peripherals, working table and two revolving chairs fixed on the floor, public address control, tele-fax, monitor for camera, and water and foam compartments.</p> <p>The compartments meant for human occupancy shall be so designed that it provides protection against inclement weather, excessive noise, toxic/ poisonous gases and illumination sufficient to provide congenial working environment. The body work shall have to be certified for 15 years life span for load bearing capabilities by a professional Engineer and separate repair construction for the body work shall be provided.</p>		
<p>1. (a) Driver's Cabin- The Driving compartment is designed to provide protection for the crew in the event of an accident and at the same time afford maximum possible vision for the driver . The driver's seat is of "bucket" type and is adjustable, both horizontally and vertically. The Cab is fully air-conditioned using suitable fancoil unit located in the air blower compartment in front panel. The Condensing unit for fancoil is based on sharing basis (multi-split concept) with the air-conditioning system for the Incident room.</p>		
<p><u>(b) Incident Room:</u></p> <p>The Incident Room is situated behind the driver's Cab and the dimension is:- Length : minimum 4200 mm Width : minimum 2400 mm Height : minimum 1900 mm</p> <p>The Incident Room is protected against environmental forces such as lighting as well as electrical peaks to protect all computers and electrical appliances during operation. It is air tight and provide with an approved type air filtration system. It has following gas protection capabilities :</p> <ul style="list-style-type: none"> - Protection against gas after filter 7 rpm - Protection against aerosols > 99.97% - Overpressure 40mm H2O <p>The Incident Room shall have proper space for 6-7 man operation and facilities for-</p> <ol style="list-style-type: none"> a) Workshop area and cupboard space; b) Seating for one person at the workstation; c) Hand washing facilities, including soap dispenser, flexible drinking water container and stowage d) Refreshment facilities eg. Refrigerator, coffee maker, microwave oven. e) Conference table for 6 persons including chairs. <p>The Incident Room is provided with sufficient 24 volts florescent lighting to give a standard of lighting for working conditions. 4 Nos. of 240 volts space socket outlets are provided along the wall of incident Room.</p> <p>The Incident Room is fully air conditioned with multi split unit (2 Fancoils – For Incident Compartments). The condensing unit is located in a suitable space within the body compartment and all necessary ducting, piping and wiring works properly done as according to good engineering practice.</p> <p>*GPS aided navigator shall be provided with LCD display in driver's cabin as well as in incident room.</p>		

2-	The Bidder must submit detailed drawing of the vehicle with cabin along with the offer and a soft copy in AutoCAD for 3D viewing.	
3.	The Front windshield should be placed as low as possible, to provide the driver with clear visibility of traffic directly in front of the vehicle & should be curved from the sides & the top to give better vision on the sides & aerodynamic efficiency with a better and wider look.	
4.	The driver should be provided with large size (about 45 cm long and 20 cm wide) rear view mirrors on both sides of the cabin & convex round mirrors for overall rear view of the vehicle from top to bottom & left to right.	
5.	The doors of the lockers below the chassis level should have concealed type of hinges & attached with heavy duty chains to enable it to be used as a platform for standing. The doors, the hinges and the chains should be strong enough to take the weight of minimum 2 persons.	
6.	The bodywork should be designed to enclose all the items listed in Appendix 'A' of the vehicle without interfering with necessary accessibility.	
7.	Lockers should be provided with drawers with sufficient space to store all equipments listed in Appendix 'A' and should be designed with roll-in-roll-out type drawers with opening in tapered position giving easy and immediate access to all equipments.	
8.	All equipments should be stowed very scientifically and systematically in the drawers and each piece of equipment should have its designated location so that at the time of emergency the required equipment can be very easily located and retrieved for use. Location of equipment (LABELS) should be provided on each drawer for immediate identification. Labels should be written with florescent paint	
9. (a)	All lockers/drawers should be fitted with internal lighting which should automatically switched "ON" and "OFF" by the opening and closing of shutter/gates. Lockers should also be provided with a manual backup switch to cater any failure of automatic lighting system.	
	(b) A master switch for isolating the locker lighting circuit should also be provided in the driver's cabin.	
10.	Grab-rails and non-slip steps should be provided to give access to the roof of the HAZMAT VAN and for easy and speedy removal and mounting of ladders.	
11.	All equipments should be properly clamped and strapped in the drawers to prevent shifting of the equipments while the vehicle is in motion.	
12. (a)	The lockers should be covered with 'push-pull' type aluminum roller shutters for faster and smoother rescue operation at the time of emergency.	
	(b) The aluminum shutters should be made of extruded and anodized aluminum sections.	
	(c) The shutter should be roller type only and not the sliding type.	
	(d) Shutters should be of the self-locking type so that while the vehicle is moving, the shutters do not open accidentally.	
13. (a)	A 10.5 meter aluminum double extension truss type ladder Simplex/Kings make or EN approved should be mounted on suitable gallows fitted with rollers on top of the vehicle and should be designed to facilitate easy, speedy and quick removal of the ladder from the rear of the vehicle.	
	(b) The headlock on the gallows should be positive in action.	
	(c) No equipment should be so positioned as to interfere with the easy and independent removal of the extension ladder.	
14.	Two collapsible stretchers should be mounted separately on the vehicle in such a way that they could be easily, quickly and independently retrieved, when required.	
<u>(F) STABILITY:</u>		
	The stability of the HAZMAT Van should be such that under fully equipped and loaded conditions (excluding crew) if the surface on which the vehicle stands is tilted to either side by an angle of 27 ½ degrees from the horizontal, the vehicle should not overturn.	
<u>(G) WORKMANSHIP AND FINISH:</u>		
	(a) The standard of workmanship of all mechanical and other replaceable parts should be done with due consideration to the easy maintainability.	
	(b) The HAZMAT vehicle should be painted in Golden Yellow Dupont.	
	(c) The driver's compartment, crew's compartment inside the vehicle and inside lockers should be painted in cream colour.	
	(d) Lockers should be finished in shadow board painting or replica of items to show the position of each piece of equipment in the locker.	
	(e) All remaining parts except engine should be painted in black colour.	
	(f) Necessary anti-corrosion and primary coats should be applied before painting.	
	(g) Finish should be smooth and without sharp edges.	
	(h) All necessary electrical/mechanical protections should be provided in the vehicle.	
<u>(H) INSTRUCTION AND OPERATING MANUAL AND ACCESSORIES:</u>		
	Instruction manual(s) for the guidance of the user, including both operating and normal maintenance procedure, should be provided.	
	The manual(s) should include an itemized and illustrated spare parts list, giving reference to all the wearing parts.	

(I) ACCESSORIES:		
The following accessories should be provided in addition to those normally fitted on the chassis:		
1. Two Fog lights (Lumax or Autolight) low mounted in front of vehicle.		
2. Reversing light suitably situated to assist reversing of vehicle.		
3. Two Windscreen wipers of approved design (electrically operated).		
4. Tools- all tools required for normal routine maintenance of the Vehicle, which are not included in the tool kit of the chassis.		
5. Two adjustable search light of minimum 150 watts LED each, 220V AC to provide flood and beam light mounted in convenient position on the vehicle and at the same time should be capable of being readily removed and mounted on tripods away from the vehicle. These should each be supplied complete with tripod and with minimum 30 meter of TRS Cable on reel mounted on the vehicle.		
6. A light bar with a 100 watt P.A. system and a Siren (75 watt) should be provided on the roof of the cabin with suitable protection.		
7. Two adjustable spot lights (Lumax or Autolight) should be mounted at a convenient position on the roof of the HAZMAT van.		
9. Two all field obstruction marking light, one fitted in front and other at the rear of the ART should be provided.		
10. Inspection lamp (Protected type) on wander leads with plug. A socket should be provided on the control panel in the driver's cab for plugging in the lamp.		
11. Spare part catalogue and all test certificates should be supplied with unit.		
(J) MARKING:		
Each equipment/appliance should be clearly and permanently marked with the following information:		
i. Manufacturer's Name or trade-mark, if any		
ii. Year of manufacture		
(K) ACCESSORIES & ELECTRICAL FITTINGS:		
The following accessories and fittings should be provided on the HAZMAT Van at suitable location:		
One trickle type battery charger for self-charging of battery along with a red pilot lamp light to indicate that the battery is being charged.		
(L) ALTERNATOR UNIT:		
An inbuilt ALTERNATOR of 10 KVA single-phase Kirloskar make or EN/CE approved should be installed. The alternator should be driven by a suitable power take off unit and it should not get overheated during continuous operation of 24 hours. The alternator should be placed at a level higher than the floor level of the vehicle so that in case of flooding the electrical circuits are not affected.		
The control panel of the alternator should include:		
All socket shall be of Indian pattern		
1. Four 15 ampere sockets (plugs) with MCB switch for single-phase connections.		
2. Four 5 ampere sockets (plugs) with MCB switch for single-phase connections.		
3. Digital RPM Meter 1 No.		
4. Power meter – 1 No.		
6. Ampere meter		
5. Frequency meter – 1 No.		
6. Suitable TPN MCB – 1 No.		
(M) ELECTRICAL EQUIPMENT		
The electrical equipment such as Traffic Installations as per National Highway Code, illumination for cab, lockers, working room and signaling devices shall be provided as per standards.		
(N) TELESCOPIC LIGHT MAST:		
Telescopic light mast should be telescopic, pneumatically normally operated by the air compressor of chassis with the help of lever or switch and foot/manually operated as alternate facility. It should be able to rise up to a minimum height of 15 feet vertically and should be rigidly fixed at a convenient place such that it is not damaged during transportation and weather. The mast must be collapsible along the surface of the vehicle. The mast shall be of FIRECO make or EN/ CE/ NFPA approved.		
Light mast should have 4 x 150 Watt LED flood light projectors in weatherproof casing.		
The floodlights on the top should be able to rotate 360° with tilting facility.		

Suitable connections for taking Power supply from vehicle generator set through spiral wire in protective sleeve to the earthed sockets at the projector support should be provided.		
Control panel should be below the mast in a weatherproof box.		
Electrical connection from generator should be provided.		
The floodlights should be locked in box for protection against damage when not in use.		
The unit should comprise of handheld remote control with cable, controlling RCP, rotation, tilt and pan mounting frame with built-in system.		
(O) VIDEO CAMERA: A video camera shall be mounted on the top of the light mast. Colour display monitor and recording devices shall be provided inside the working room.		
(P) PUMPS : Two numbers of light alloy ultra high pressure pump capable of delivering a minimum of 35 liters per minute flow at a pressure of 100 bars and run by an exclusive gasoline prime mover shall be provided one each on the left and right side of appliance. The control panel shall be provided with prime mover starting devices, oil and RPM gauges, illumination and pressure gauges. The pump and its control panel shall be suitably protected against dust and water through sliding doors. The compartment shall be adequately ventilated. The pump shall be EN / NFPA approved.		
(Q) WATER TANKS: A 1000 liters capacity water tank made out of glass fiber reinforced plastic shall be provided on the appliance to supply water to two ultrahigh pressure pumps. There shall be provision for one filling connection of 63 mm dia male instantaneous coupling. One overflow drainage port shall be provided that would lead to the bottom of the chassis without reducing the effective ground clearance of the vehicle and it shall be away from the exhaust manifold of the vehicle.		
(R) FOAM TANK : A 500 litres capacity foam tank made out of glass fiber reinforced plastic shall be provided on the appliance to supply foam concentrate to ultra high pressure pumps through appropriate foam concentrate mixing automatic device. Both the water and foam tanks shall be provided with 450 mm diameter manhole with quick locking devices, outflow devices, drainage facility with control device, filling inlet with non-return valves and suitable number of baffle plate(s). Pipe Work- All the pipe work for carrying water or foam or both shall be done with carbonized and hot-dip galvanized steel or stainless steel or both with a view to provide high resistance to corrosion and erosion. HOSE-REEL INSTALLATION- Connected to each ultra-high pressure pump, ultrahigh pressure hose reel (operating pressure not less than 150 bar pressure) equipped with Nozzle (EN / NFPA approved) having Jet and Spray facility shall be provided at suitable location on the two sides of the appliance. The length and diameter of the hose reel shall not be less than 60 meter and 20 mm OD (12 mm ID) respectively and shall be rolled on a drum having swivel joint facilitating 90 forward movement. The winding mechanism for the hose reel shall be through an electric motor and manually operated which. The hose reel and Nozzle shall be EN /NFPA approved.		
(S) STOWAGE FACILITIES :		
The HAZMAT vehicle should be fabricated and designed with ingenuity and appropriate provision for stowage of equipments listed in Appendix 'A'. Note that equipments listed in Appendix 'A' are not being purchased in this offer and may be purchased later.		
(T) HYDRAULIC LOADING PLATFORM: A 24 –Volt electro-hydraulically operated hydraulic platform capable of lifting a load of 500 Kg shall be provided on the appliance at suitable location for loading persons/equipment into decontamination room.		
(U) DECONTAMINATION ROOM- Equipped with high pressure cleaning unit with two water inlets along with waste water recycling unit and having entry via hydraulic loading platform shall be provide at a suitable location on the appliance. The decontamination room shall be fabricated out of the materials as mentioned under the heading of “Body Work” The controls for the high pressure cleaning and recycling unit shall be provided on a dash-board located in storage locker.		
(V) EQUIPMENT :		

The supplier should supply equipment with specification listed in Appendix 'A' with the vehicle. The specifications of the items listed in Appendix 'A' have been attached with the Tender.		
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APPENDIX-A**LIST OF EQUIPMENTS**

	Communication and Incident Management Equipment (Driving Cab incident control Room) are given here below:	Accepted	Deviation /REMARK
01	01 number Hand held Raman spectrometer/chemical identifier to provide measurement for screening unknown substance on white screen/display of minimum 4 inch, which shall deliver reliable results in seconds and ruggedized for rough handling. It shall have rechargeable Li ion battery for not less than 10 hours duration at 25 degC. Charger for 220V shall be provided. Weight shall be not more than 1.5 Kg. No field calibration shall be required. The Raman spectrometer shall be EN/NFPA certified.		
02	Two (2) number CBRN Suit EN/NFPA certified (Universal Size)		
03	One no. digital camera with lens 35mm to 105 mm, auto-focus, auto-rewind, auto flash and with built-in time/date indicator having minimum 4X optical zoom with not less than 20 megapixel density. The camera shall be of Sony / Cannon / Nikon make.		
04	4 Nos. Programmable 2-way VHF/FM mobile radio complete with antenna microphone and speaker. VHF/FM walkie-talkies complete with antenna and battery plus single rapid charger and spare battery pack. Suitable for use inside a gas suit having communication range less than 1.5 kms of Motorola make.		
05	Mobile telephone and facsimile. Suitable connections shall be provided to operate the facsimile from the mobile telephone.		
06	Rugged vehicle mounted computer system (dual core) complete with modem, scanner and laser printer. A set of hazardous chemical data software will be provided. A Wi-Fi system shall be provided with the computer. The system shall be of Dell / HP / Lenovo / Sony make.		
07	A set of chemical reference book		
08	One pair of binoculars with built-in compass with magnification of 7X50 and with optical electron beam coating which enables user to view images under low light conditions- dusk, dawn, overcast or at night and built to U.S. Military specifications. Housing shall be made of lightweight aluminum alloy. Binoculars will be filled with dry nitrogen to prevent internal oxidation. This should be robust and able to withstand temperature (+50 to -20) and humidity extremes, waterproof and shockproof. Size not more than 80X180X180mm and weighing not more than 1.45 kg.		
09	One hand held megaphone – pistol grip type with variable sound siren up to 1000 m in open air with built in battery indicator.		
10	One digital wall clock CE approved.		
11	One compass, prismatic type with mill and degree reading, anti-magnetic system and luminous in dark.		
12	Two number Gas detector tube set complete with automatic intrinsically safe detector pump and full range of tubes to be accommodated in a carrying case for quick risk assessment process, several sets of tubes representing group of volatile contaminants are also provided for simultaneous detection. The detector shall be of reputed make OSHA approved.		
13	Six number personal gas alarms (pocket size), capable of continuous and simultaneous monitoring of up to 4 gases (oxygen, flammable, hydrogen sulfide and carbon monoxide). Multi-display LCD read out with built-in audible alarm. One unit 240 volt battery charger with over charged protection for 4 units and 2 units of single chargers shall be provided. The detectors should be of reputed make out of MSA, BW Technologies, Sensit Technologies, RAE Systems, only.		
14	One number infrared non contact thermometer, portable gun type, maximum range sensor to object shall exceed thirty meters. Temperature range shall be -30 to 1200°C with plus minus 1 % accuracy of reading or 1°C, whichever is greater. Response time must be less than 750m second with ambient operating temperature 0 to 50 °C. Temperature read out shall be displayed by multifunction four digit LCD and shall be in degree centigrade and degree Fahrenheit with built in low battery indicator. The equipment shall be CE approved.		
15	Six number Personal Dosimeter (pocket-size) gamma and X-ray LCD display with audible warning alarm 1 _L ySV/-9.99mSV7 rate 10p V/h-9.99 SV/h. The equipment shall be OSHA/NIOSH/COSHA approved.		
16	One number Radiation survey meter with probe. Detects alpha, beta, gamma and x-rays. Meter range -0 to 200mR/hr. Also compatible with contamination probe. Type Auto mess Or equal. The equipment shall be EN / NFPA approved.		
17	One number Environmental monitoring system for electronic determination and data-logging of wind speed (range: 0-60m/s), wind direction (range: 360°), air temperature (range: 0-50°C) and air humidity (range: 0-100%). All sensors shall be located in a single sensor head mounted on a retractable mast on the		

	HMRV roof. Data-Logger dimensions, depth 70mm, width 150mm, and length 233 mm. /Weight not to exceed 1.2 kg including batteries. The weather monitor shall be programmed from a computer, which can also display simultaneous data readings from all of the above sensors during data logging. The equipment shall be EN / NFPA / OSHA / NIOSH / COSHA approved.		
18	One number Multi-purpose pH/mV/°C meter having range : 0-14.00H, ±1999mV, 1.0100°C with accuracy: ±0.01 pH, ±0.2 mV, ±.5°C respectively, (local). The equipment shall be CE / EN / NFPA approved.		
19	One no. Digital multi-meter (compact and handheld type). Range: voltage up to 600 VAC and 1000 VDC. Resistance from 200-2my, current 200 mA-10A DC. LCD display, automatic ranging, low battery indicator and colour coded test probes with 75 cm leads. Powered by "M" batteries (included), (local). The equipment shall be CE / EN / NFPA approved.		
20	Six nos. Protective suits- positive pressure type, equivalent stored in proper suitcases. The equipment shall be CE / EN / NFPA approved.		
21	Six nos. Protective suits- chemical type. Type - Mercaptan or equivalent stored in proper suitcases. The equipment shall be CE / EN / NFPA approved.		
22	Six nos. Positive pressure Fire Fighting Ultra light weight breathing apparatus with Telemetry (shall be provided a laptop) complete with twelve (12) nos. spare cylinders fully wrapped carbon/aluminium composite. The equipment shall be MSA / Scott / Drager make.		
23	Six Nos. Automatic Distress Signal Unit (ADSU) with three (3) visible red lights one on the front face and one at each side of the unit. Alarm output shall not be less than 96dBA@ 2m. designed to JCDD38. The equipment shall be CE / EN / NFPA approved.		
24	10 nos. right angle safety torchlight fit for use in explosive environments, waterproof and chemical-resistant. ABS body using two (2) D cell batteries with three (3) position switch (high / low beam) and shall be UL /and MS HA Class 1 Group C&D approved. The equipment shall be CE / EN / NFPA approved.		
25	One no. complete set of Airline equipment, comprising two (2) 6 litre cylinders and two facemasks compatible to BA set, mounting frame, reducer, winding drum, 55m hose, pulling handle and wheel, Y-piece and two (2) x 10m extension hoses. The equipment shall be CE / EN / NFPA approved.		
26	One (1) no. BA Operator's Control board (Stage II), BA tallies, personal lines, guidelines, calculator and digital clock, The equipment shall be CE / EN / NFPA approved.		
27	Twelve (12) nos. chemical-resistant Turnout boots, EN / NFPA approved		
28	One nos. small wheelbarrow to take along the required equipment,		
29	Six nos safety goggles with clear poly-carbonate lenses, OSHA approved		
30	Six nos. penetration resistant gloves. The equipment shall be CE / EN / NFPA/ OSHA approved.		
31	Three no. chemical resistant Safety line, 100m long and diameter shall be 12mm. (local)		
32	Twelve nos. high visibility vests, (local) of drager / joseph leslie / Karam / 3M make.		
	Decontamination Equipment		
	One nos. complete decontamination system shall contain the following:-		
33	Ground sheet 5 * 15 m which forms all the areas of the decontamination field		
34	Marking poles		
35	Chair		
36	Bucket		
37	Soft brush		
38	Small container for contaminated equipment		
39	Inflatable basin diameter 2, 5 meter		
40	portable decontamination shower		
41	Oversized barrel		
42	Small pump for pumping contaminated water out of the inflatable basin(local).		
43	Airpack, 2cylinders containing 50 liter compressed breathing air each and connected to a many-fold using a medium pressure hose with a length of 25 meter.		

44	decontamination fluid sprayer with a soft brush		
45	Box with :		
	4 undressing sheets		
	4 chemical resistant apron		
	2 pair chemical resistant gloves		
46	Box with :		
	6 training suits		
	1 roll big garbage bags with closing tags		
47	Box with :		
	10 towels Jerry can soap		
	1 bottle soap		
	6 pair of slippers		
48	Box with :		
	Folder registration forms		
	Traffic taps 100 m roll		
	1 note book with pencils		
	2 water proof markers		
	50 tags		
	1 bag chemical test strips		
	2 pair chemical resistant gloves		
	1 box latex gloves		
49	Medical and Rescue Equipment		
	One no Big First Aid Kit for use at incidents (complete set),		
	One no. Emergency demand valve resuscitator complete with adult and child facemasks, airways, aspirator and accessories, multi-flow D-size cylinder spare D-size cylinder along with carrying case.		
	Five (5) nos. portable emergency skin and eye-wash kit complete with bottles and eye dressing.		
	Two (2) nos. foldable stretcher with perforated, flame-retardant and chemical resistant cover, and automatic hinge locking mechanism, to carry up to 135 kg. Provided with two (2) built-in patient restraining straps. (local)		
	Ten (10) nos. Heavy-duty plastic body bags,		
	Ten (10) nos. Medical Tags,		
50	Portable Fire Extinguishers		
	Two no. Back pack water mist extinguisher		
	Two no. CO2 extinguisher, 2 kg (Incident Control Room).		
	Two no. Metal X extinguisher (Monnex Type), 9kg.		
51	Washing Equipment		
	Disposable hand towel dispenser with paper towels (25 * 25cm)		
	Large roll of paper towels (30cm * 1,000m)		
	3 liter of hand cleanser and degreaser		
	2 cans of barrier cream		
	Pack of general purpose rags (5 kg)		
	Liquid soap dispenser complete with 1 liter soap		
52	Small Gear		
	Hazard plates (900x750mm) with lightweight end durable frame.		

	The sign faces are washable and made from high quality PVC.		
	No Smoking signs (450 x 600mm)		
	Traffic tape, 100m roll		
	Large heavy-duty plastic buckets (25 litre)		
	30m x 3m roll heavy gauge clear plastic sheeting .		
	Dust pan and non-sparking brush.		
	Non-sparking metal shovels		
	Heavy-duty brooms, non-sparking		
	Basic non-sparking tool set (comprising 14" L adjustable pipe wrench 15" multi-opening bung wrench, hammer/ crate opener, 8" pipe pliers, 8" blade, Philips screwdriver, On blade screwdriver) kept in a heavy-duty polyester case with cover flap,		
	Steel crowbars		
	Harness knives		
	Complete set of 100kg pads (size : 300x 30cm), 100 kg rolls (size: 300m x 30 cm) & 100kg pillows (size: 50 x 30cm)- absorbents,		
	Absorbent socks 4 feet long		
	Absorbent socks 4 feet long		
	Absorbent socks 4 feet long		
	Multi-opening kit for drum, made from rugged, non-sparking, corrosive resistant brass alloy		
	Traffic warning blinking lights		
	Measuring tape, chemical resistant		
53	Five (5) no. Portable lightweight decontamination shower set with a base hose assembly that fits around the foot platform, incorporating four (4) 63 mm male inst. Couplings.		
54	Two (2) nos. In-line foam inductors complete with pick-up tube to match the pumping unit provided on the appliance		
55	One (1) no. Water powered fan, type 724W		
56	Two (2) nos. Fan flat nozzle.		
57	One (1) no. smoke exhauster cum blower complete with gasoline run prime mover and suction and delivery hoses.		
58	Six (6) life buoy,		
59	Six (6) life jacket,		
60	Containment and Recovery Equipment		
	Traffic cones		
	5 gallon container with soda ash		
	5 gallon container with sand		
	5 gallon container with sodium hydroxide		
	5 gallon container with AFFF foam concentrate		
61	Leak Sealing Equipment		
	One no. Leak sealing bag with straps, swivel eyes, pressure reducer, controller inflation hoses, tensioning & extension belts, adaptor set, sealing plates & anti-acid protective cover suitable for plugging leaks of diameter range above 48 cm.		
	Three (3) nos. Leak sealing bags of various sizes with tensioning belts, strip fastener, foot pump, portable case, inflation & safety hose suitable for sealing leaks of diameter between 10 to 90 cm.		
	Two (2) nos. leak sealing bandage of various sizes with pressure reducer, controller, inflation hoses, adapter set and tensioning belts suitable for sealing leaks on pipes & round containers in diameter range from 5 to 48 cm.		
	Three (3) Wedge-shaped bags, one (1) cone-type bag for fast leak sealing of holes with triple extension pole in a portable Case with safety controller, ball valve & foot pump.		
	Material of the above bags shall be flame, oil and ozone-resistant, chemical resistant with working pressure of 1.5 bar.		
	One (1) no. Vacuum aspirator, able to aspirate and pump simultaneously to a height of 6 meter with high suction capacity. It shall comprise of a		

	220V 50Hz 600W pump, circuit breaker, 6 meter suction hose, ground nozzle, shut-off unit.		
	Four (4) nos. Plastic over drums, 200 liter,		
	One (1) no. Drum barrow,		
	Two (2) nos. Drum lifting clamps		
	One (1) no. Decanting pump with electric motor and stainless steel pump gear with dip tube. Pump motor shall be flameproof and to operate at 220V/50Hz, with overload circuit breaker, 10m connecting cable with flameproof plug. Delivery rate of gear pump shall be approx.90 l/min. (local)		
	Five (5) nos. Drum of universal oil and chemical binder which absorbs all kinds of chemical liquids. Colour must change from light green to yellow when in contact with acids and from light green to dark green for alkalis. Each drum to contain 5 kg.		
	Ten (10) nos. Pipe sealing clamps.		
62	<p>One number HAZMAT Robot with following specification-</p> <ol style="list-style-type: none"> 1- Dimension not to exceed: Height/reach : max 132 centimeter Width : max 56 centimeter Length: max 87 centimeter 2- Weight: robot to weigh less than maximum 68-82 Kg fully loaded. 3- Speed : Robot is able to reach speed of 5.2 mph (8.37 Km/hr) 4- Payload : carries a maximum Payload 100 lbs.(45.36 Kg) can drag 250 lbs. (113.4 Kg) with gripper and arm extended. 5- Tracks- Must have 2 tracks, no flipper. 6- Range – The robot in wireless mode is capable of 800 meter line of sight range. 7- Cameras: the robot will have a minimum of a 4 camera system. 8- The robot will have at least one rear facing camera. 9- The robot will have at least one arm camera that is a color camera with 300:1 zoom capabilities. 10- The robot will have LED mounted lights at each camera mount except the 300:1 zoom camera. 11-Stair climbing- the robot is capable of maneuvering stairs up to 43 degrees also a 45 degree slope. 12- The robot is capable of working in rough terrain, gravel and rain while using Radio frequency. 13- Manipulator- arm can lift maximum of 10 lbs (4.54 Kg) in the extended mode. Arm is able to rotate 360 degree at the wrist and the arm 200 degree any direction from the centre. 14- Gripper: For manipulating items the gripper has ability to rotate also with the gripper has a 6 inch (15.24 centimeters) wide opening. <p><u>Instrument Package:</u></p> <ol style="list-style-type: none"> 1- Controller: To be no more than 33 lbs. (14.97 Kg). 2- Controller: Possesses multi-image display capabilities. Having image capturing abilities and a 3D model of the robot on controller display. 3- Controller: Has two-way communication also capable to be fitted with 120 db haler. 4- Storage: Rugged equipment cases are provided for storage /transportation. 5- Air monitoring equipment – robot and controller will have integrated the readings from Rae system Multi-Rae air monitoring device on display. 6- Heat Monitoring equipment: Robot and controller will have integrated the readings from the Rayteck heat monitoring device on the display. 7- Radiation Monitoring equipment: Robot and controller will have integrated the readings from Canberra Ultra-radiac radiation monitoring device on the display. 8-Air Monitoring Equipment: robot and controller will have integrated the readings from the Smith Detection LCD 3.2 air monitoring device on the display. 9- Air Monitoring Equipment: A Rae Systems MultiRae air monitor & accessory kit will be included. The meter will be equipped with oxygen sensor, Lower explosive limit sensor, PID sensor, and carbon monoxide sensor will be included with the robot. 10- Air Monitoring Equipment: a smith detection LCD 3.2 air monitoring device and its accessories will be included with the robot. 11- Radiation Monitoring Equipment: a Canberra Ultraradiac radiation monitoring device and its accessories will be included with the robot. 		

12- Heat monitoring equipment: Raytech Heat monitoring device and its accessories will be included with the robot. 13- Long range Antenna: Standalone Long Range Antenna kit will be included for the robot. 14- Communication Package: 2.4 GHz Communication Package will be included with the robot. 15- Control Unit- Robot Laptop controller with wireless COFDM VIDEO DATA RADIOS.		
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GENERAL REQUIREMENTS:

	Accepted	Deviation /REMARK
<p>1 <u>AMC</u> After the expiry of the warranty period, the bidder shall offer comprehensive AMC (inclusive of parts & labor) for 5-years, excluding chassis (accidents to be excluded from purview of AMC) separately. The scope of AMC shall be reasonable as well as in conformity to the manufacturer recommendations. The price of this AMC with year wise breakup must be quoted separately along with the price bid (The details of annual maintenance shall be clearly indicated in the offer). If the bidder does not clarify the clause of AMC, the bid shall be summarily rejected.</p> <p>In order to check unreasonable quotes for AMC, the year wise price of AMC shall be duly evaluated before award of contract. The AMC price will not be included in price of HAZMAT VAN.</p>		
<p>2 <u>SERVICE AFTER SALES:</u> 1. The service centers must have sufficient and qualified staff with instrumentation / automobile engineering background with sufficient experience in the maintenance of the HAZMAT VAN. The essential spares, as required frequently and the facilities to undertake repairs of HAZMAT VAN shall be well established in the service centre. A team of representatives, on behalf of the purchaser may visit and verify the service facilities and experience thereof. 2- The bidder shall be able to provide services of the above mentioned qualified personnel at the required site, within 72 hours on receipt of information from the U.P. Fire Services.</p>		
<p>3-<u>TRAINING:</u> The successful bidder has to arrange training for the personnel of UP Fire Service in handling, operation and maintenance of the above equipments. The training period shall consist of min. two weeks at. The training shall cover operation, handling and maintenance of all the tools equipment and gears listed under this tender. All the expenses towards the training shall be included in the cost in addition to training material and the cost of tools and equipment and consumable required at the time of training. The training program shall be chalk out in consultation with Uttar Pradesh Fire service.</p>		
<p>4-<u>INSTRUCTION BOOKS :</u> Instruction books for the guidance of the user including both operation and normal maintenance shall be supplied for all the equipments in English language. The books shall include an item wise and illustrated spare parts list giving reference numbers of all the possibly swearing parts. The workshop manual and spare parts catalogue of chassis shall also be supplied with vehicle preferably with soft copy.</p>		
<p>5-<u>R.T.O. REQUIREMENS:</u>The vehicle shall conform in all respect of the provisions contained in the M.V. Act 1988 and M.V. Rules 1989 or to any other statutory modifications or replacements thereon from time to time. All the equipment necessary for R.T.O.'s passing shall be provided on vehicles.</p>		
<p>6-<u>GUARANTEE:</u> The successful bidder will have to furnish a maintenance guarantee, undertaking for service, repairs, replacement, maintenance etc. against any defects in the material used, for 24 calendar months commencing from the date of acceptance of the appliance. The bidder shall guarantee the supply of spare parts and service for minimum period of 15 years from the date of supply of vehicles.</p>		

<p><u>7-DELIVERY :</u></p> <p>Free delivery of the vehicle shall be given at Fire station Phase 1, Noida. Delivery period should be specifically mentioned in the tender.</p> <p>The collection of the chassis from the chassis manufacturer shall also to be taken by tenderer directly. The responsibility of vehicle will be upon the tenderer while vehicle is being transported and when under fabrication work.</p>		
<p><u>8-SPECIFICATION AND DRAWINGS :</u></p> <p>Full detailed drawings of the body showing the body construction, lockers, placement of various tools etc. shall be submitted, without which tender will not be considered. The successful tenderer will have to submit three copies of detailed drawing showing detailed dimensions, stowage arrangement fittings etc. which shall be got approved from Uttar Pradesh fire Service.</p>		
<p><u>9-DEVIATION FROM SPECIFICATION :</u></p> <p>If any deviation from the above specifications are desired the tenderer shall clearly state all such deviations while submitting his offer. Due consideration will be given to any special device or attachment offered by the tenderer which will contribute enhancing the general utility and efficiency of the vehicle and equipment.</p>		
<p><u>10-WORKMANSHIP AND MATERIAL:</u></p> <p>Workmanship executed shall be of the highest order. All rivets and bolt holes shall have a coat of approved paint on both surface before riveting or bolting or welding. All steel screws, bolts, nuts, rivets etc. shall be zinc coated or shall have rust proof coats by recognized process.</p> <p>The roof joints shall be subjected to rigid water test at the bidder's working in the presence of the official of Uttar Pradesh Fire service. All the directions and instructions (oral or written) on all points related to the fabrication shall be executed whenever given by Uttar Pradesh Fire Service for quality workmanship with quality.</p> <p>All the material to be used in the fabrication of the body work shall be of reputed make and good quality or approved make and type. All equipment and material shall comply with the requirements of the latest relevant standards. The structure of vehicle shall be rattle free and noiseless while in motion.</p>		
<p><u>11-INSPECTION :</u></p> <p>The vehicle will be subjected to inspection and testing prior to dispatch of vehicle at the factory premises of manufacturer by three officials of Fire service department. The inspection and testing will also include all the tools and equipments supplied with vehicle for their performance test. The cost towards inspection will be borne by the supplier which includes traveling expenses, accommodation charges etc.</p> <p>All the tools and facilities required for the inspection shall be arranged by the supplier free of cost.</p>		
<p><u>12-GENERAL :</u></p> <p>The successful bidder will have to comply with the conditions given in the attached tender form and will have to enter into written contract for the supply work as given in the form.</p> <p>Any additional information required can be had from the Fire Service head quarter, Lucknow, Uttar Pradesh.</p>		

JOINT DIRECTOR
FIRE SERVICE HQRS. UTTAR PRADESH
LUCKNOW

BID FORM

To,

The Director General of Police, U.P. Fire service,

U.P. Fire Service Headquarters,
4,5th Floor, Indira Bhawan, Ashok Marg,
Lucknow-226001,
Uttar Pradesh (India)

Sir,

1. I/We have read and examined the following documents relating to the supply, delivery mounting, body building, fabrication and maintenance of vehicles and equipments and ancillary items for the U.P. Fire Service
- (a) Notice inviting bid

(b) Instructions to Bidders

(c) General Conditions of Contract

(d) Specifications

(e) Appendices and Schedules

(f) Schedule of Prices.
2. I/we hereby bid for the supply, delivery, mounting, body building, fabrication and maintenance of the HAZMATVAN referred to and specified in the aforesaid documents, upon the terms and conditions contained or referred to therein and in accordance with and in all respects with the specifications, designs and other relevant details at the rates entered in the aforesaid Schedule of Prices.
3. According to your requirements I/we attach here a ‘EMD’ in the form of banker’s guarantee for an amount of from:
-

(Name of the Bank)
4. I/We here by request you to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this bid has first been communicated to me/us and in consideration of your agreeing to refrain from doing so. I/We agree not to withdraw the offer constituted by this bid before the date of communication to me/us of such notice of non-acceptance, which shall not later than
- Ten days from the date of the decision of the Standing Committee or the U.P. Fire Service as may be required under the Lucknow U.P. Fire Service Act, not to accept this bid.
5. I/We also agree to keep this bid open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the U.P. Fire Service.
6. I/We agree that the Director General of police (Fire Services) shall, without prejudice to any other right or remedy, be at liberty to encase the said banker’s guarantee and it will stand forfeited absolutely, if-
- (a) I/We fail to keep the bid open as aforesaid.

(b) I/We fail to execute the formal Contract or submit the Performance Bank Guarantee within the stipulate period.

(c) I/We do not commence the supply and/or work on or before the due date.

7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said Contract.

Your’s faithfully,

Address:

	Signature of the Firm

Names and Private residential	
Address of the partners /	1) _____
Directors Constituting the firms	-----
	2) _____

	3) _____

	4) _____

	5) _____

3 DELIVERY SCHEDULE

Bidder shall abide to the requirements of clause 26.5 (b) of instructions to Bidders. Clause 6 of the Special Conditions of Contract and shall enter their guaranteed delivery periods below. All periods shall be quoted in weeks from the date of notification of contract by letter from the U.P. Fire Service

Description		Longest permissible Delivery period For supply of vehicle	Bidders Delivery Period
1.	HAZMAT VAN	30 weeks	

Signature of Bidder

4. SCHEDULE OF GUARANTEE:

I/We guarantee that the **HAZMAT VAN** will be reliable in operation and I/We undertake to replace, or adjust free of charge to the U.P. Fire Service any part of the plant supplied under the contract which fails to comply with guarantees or requirements entered in schedules of particulars and specification until the completion of the Maintenance period.

I/We guarantee that the Plants is of a type which has been proved in service to be suitable for the duly required by the specification and will have been manufactured and tested in accordance with the specifications.

Guaranteed

- (i)

Unladen weight (kg.)

Chassis with equipment)
- (ii)

G. V. W. (kg.)

Signature :

In the capacity of :

Witness :

Occupation :

Address :

Date :

Bidder

Signature of

5. Schedule of Spare Parts

Bidders shall enter below the list of spare parts necessary for the maintenance of **HAZMAT VAN** for a period of 10 years. The spare parts shall conform to the clause 1.12 of Specification General. This shall not be carried forward to the schedule of prices.

Sr.	Part	Description	Quantity	Unit shelf life	Rate	custom duty (As applicable now)	Total Amount
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Total :

Signature of Bidder

11 Schedule of Tools

Bidders shall enter below a list of the tools which they advice should be kept with the Plant.
The tools offered shall conform to their requirement of Clause 1.13 of the Specifications General.

Cost of these items shall be included in cost of the plant.

Sr.	Item	Description	Quantity	Unit
No.	No.			

Signature of Bidder

7. DEVIATION FROM THE SPECIFICATION

Tender shall state briefly any deviations from the Specification contained in their main offer. If the deviations are discussed in a covering letter then reference to the covering letter shall be made below:

Item or Clause	Deviation	Covering letter page
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Note: Any alternative offers shall be fully priced at the time of tender.

Signature of Bidder

U.P.FIRE SERVICE

Supply, Delivery and mounting of HAZMATVAN

1. SCHEDULE OF PRICES

Preamble

Part 1 Supply items

Part 2 Currency Payments

PREAMBLE

- SP 1 Bidders before completing the schedule of Prices shall carefully read clause 10.2 to 10.3 of the instructions to Bidders to determine into which group their bid shall fall. Bidder will be required to produce documentary evidence to establish the group in to which their tender falls.
- Each item is to be individually priced in the ink and the “Amounts” shall be added up to the bid sum. The Working under Description of Works is for the subject matter guidance only, clause references are not complete and all other relevant clause must be consulted. The Contractors prices must allow for all equipments as specified and for all contractual obligations whether separately specified or not.
- SP 2 The Bidder shall submit detailed descriptions of the equipments to be supplied under each priced item.
- SP 3 Except as provided in the Conditions of Contract, all prices other than Provisional Sums shall be fixed prices in all respects. Payment will be made in accordance with the conditions of the Contract.
- SP 4 For International bidders the prices entered in columns (1) to (4) of part 1 shall be as follows:
- COL (1) Price in foreign currency for supply of equipments manufactured outside India, delivered F.O.B for shipment to India, Lucknow including all insurance unto delivery on board.
- COL (2) Price in foreign currency for sea freight, and insurance to the designated destination from Mumbai / Kolkata (Port) (excluding customs duty which shall be paid directly by the U.P. Fire Service in accordance with the conditions of Contract).
- The bidder shall give separately the break-up of the total sea freight, land freight and insurance of all items.
- COL (3) C.I.F cost of equipment
- COL (4) Price in Rupees for Indian transport to the designated destination from Mumbai / Kolkata Port of all plant entered in the columns (1) agents’ commission, loading and handling charges and Transport charges from works to designated destination in Lucknow, Transit Insurance, Loading and handling charges.
- COL (5) Total price of columns (3) to (4)
- The prices entered in columns (1) to (4) of Part I shall be as follows:
- COL (1) Ex-factory prices of the equipments including the F.O.B cost, sea freight, customs duties, clearance handling charges etc. on imported plant or plant if any.
- COL (2) Domestic value added in the manufacturing cost of equipment, as percentage of the ex-factory cost.
- COL (3) Inland freight and/ or transportation from the factory including all insurances
- COL (4) Total of columns (1) and (3)
- COL (5) Central, State and local taxes or levies including Octroi and excise duty on the price under Col. (1). This cost will be included in the price but will not be taken in to consideration while evaluating the bids.
- SP 5 The U.P. Fire Service will render all necessary and reasonable assistance to the successful Bidder in securing advance foreign exchange releases and import licenses from the Govt. of India, required for meeting the commitments under this Contract if any.
- SP 6 For International Bidders all prices to be entered in columns (1) and (2) of Part 1 shall be stated in the currency in which the bidder requires to be paid for those items, other than Indian Rupees. All prices to be entered in column (4) of part 1 shall be stated in Indian Rupees and the Contractor will be paid in Rupees for those items. The prices to be entered in column (5) of part 1 shall be the Indian Rupees equivalent of the summation of the previous columns, for the purpose of comparison of bids only.

SP 7 For International bids payments will normally be made

(a) In the foreign currency named in Part 2 of the schedule of prices for prices entered in columns (1) & (2) of part 1

(b) In Indian Rupees for prices entered in column (4) of part 1

However, the U.P. Fire Service reserves the right for payment of the Contract price in the currency or currencies of the country or countries of origin of plant and services, in an amount equivalent at the time of payment, to the Contract Price.

SP 8 For Domestic bidders all prices shall be entered in Indian Rupees and payment will be made in Indian Rupees.

U.P. FIRE SERVICE

1.	SUPPLY MOUNTING AND DELIVERY OF		1 NO						
								TOTAL RS	

Signature of Bidder

U.P. FIRE SERVICE

SCHEDULE OF PRICES

Part – 2: supply items (International bidders only). Name of Bidder _____

The quoted prices shall be for entire quantity

S R.	DESCRIPTION	COUNTRY OF ORIGIN	QUANTITY	COST OF EQUIPMENT F.O.B CURRENCY	SHIPMENT TO GAUTAMBUDH NAGAR/ INDIA OF COLUMN (1) ITEM CURRENCY	COST OF EQUIPMENT C.I. F CURRENCY	CLEARANCE, HANDLING, INDIAN AGENTS COMMISSION, INDIAN TRANSPORT & INSURANCE	TOTAL PRICE
1.	SUPPLY MOUNTING AND DELIVERY OF HAZNATVAN		1 NO					
							TOTAL	

Signature of Bidder

PART – 2
Currency Payments
(International Bidders only)

Description	Payment in Foreign Currency	Payment in Indian Rupees
Total Column 1 of Part – I		
Total Column 2 of Part – I		
Total Column 3 of Part – I		
Total Column 4 of Part – I		
TOTAL		
Total Bid Sum_____		
Foreign Currency_____		

To be completed by Bidders

Rate of exchange used for conversion:

Foreign Currency_____ equals Indian Rupees.

Signature of Bidder

SP 6 For International Bidders all prices to be entered in columns (1) and (2) of Part 1 shall be stated in the currency in which the bidder requires to be paid for those items, other than Indian Rupees. All prices to be entered in column (4) of part 1 shall be stated in Indian Rupees and the Contractor will be paid in Rupees for those items. The prices to be entered in column (5) of part 1 shall be the Indian Rupees equivalent of the summation of the previous columns, for the purpose of comparison of bids only.

SP 7 For International bids payments will normally be made

(a) In the foreign currency named in Part 2 of the schedule of prices for prices entered in columns (1) & (2) of part 1

(b) In Indian Rupees for prices entered in column (4) of part 1

However, the U.P. Fire Service reserves the right for payment of the Contract price in the currency or currencies of the country or countries of origin of plant and services, in an amount equivalent at the time of payment, to the Contract Price.

SP 8 For Domestic bidders all prices shall be entered in Indian Rupees and payment will be made in Indian Rupees.

U.P. FIRE SERVICE

1.	SUPPLY MOUNTING AND DELIVERY OF		1 NO						
								TOTAL RS	

Signature of Bidder

U.P. FIRE SERVICE
SCHEDULE OF PRICES

Part – 2: supply items (International bidders only). Name of Bidder _____

The quoted prices shall be for entire quantity

S R.	DESCRIPTION	COU NTRY OF ORIG IN	QUANTITY	COST OF EQUIPMENT F.O.B CURRENCY	SHIPMENT TO GAUTAMBUDH NAGAR/ INDIA OF COLUMN (1) ITEM CURRENCY	COST OF EQUIPMENT C.I. F CURRENCY	CLEARANCE, HANDLING, INDIAN AGENTS COMMISSION, INDIAN TRANSPORT & INSURANCE	TOTAL PRICE
1.	SUPPLY MOUNTING AND DELIVERY OF HAZMATVAN		1 NO					
							TOTAL	

Signature of Bidder

PART – 2

Currency Payments
(International Bidders only)

Description	Payment in Foreign Currency	Payment in Indian Rupees

Total Column 1 of Part – I

Total Column 2 of Part – I

Total Column 3 of Part – I

Total Column 4 of Part – I

TOTAL

Total Bid Sum_____

Foreign Currency_____

To be completed by Bidders

Rate of exchange used for conversion:

Foreign Currency_____ equals Indian Rupees.

Signature of Bidder