

TAMIL NADU FIRE AND RESCUE SERVICES DEPARTMENT

Tender No: 1 /2010

Group VI – Open Tender

Tender document for “Personal Protective Equipment and other items for the use of fire fighters”

TOP SHEET

1. Address for communication : Office of the Director of Fire & Rescue Services,
17, Rukmani Lakshmipathy Salai,
Egmore, Chennai 600 008.

2. Cost of Tender document : Rs.500/-only(inclusive of Sales Tax and surcharge)
Additional Rs.100/- if required by post.

(Note: Alternatively, the tender documents can be accessed from “<http://www.tnfrs.tn.nic.in>” and the same can be downloaded free of cost from the web site. The Vendors who have downloaded the Tender documents from the departmental website must intimate the same through the following e-mail address fire_camp@hotmail.com) so that any changes can be intimated. Otherwise, it will be considered that the vendor is doing it at his own risk.)

3. Name of the Item/Quantity :

| Sl. No | Name of the Item | Quantity | EMD Rs. |
|--------|---|----------|---------|
| 1 | Breathing apparatus sets – 6 litres capacity- 300 bar- total weight not to exceed 14 Kg. | 50 | 40,000 |
| | Spare cylinder for the above | 50 | |
| 2 | Personal Protective Equipment and accessories as per EN standard or its equivalent. Protective suit – 3 layer | 8 | 2,000 |
| 3 | Chemical Protective suits as per EN or its equivalent | 4 | 1,000 |
| 4 | Helmet with 14 LED Headlamp torch (headband type) for the use with PPE | 130 | 13,000 |
| 5 | Gum boots- Black canvas rubber with water proof thick soles and heels with leggings | 5000 prs | 25,000 |

4. Earnest Money Deposit to be paid : EMD may be furnished as aggregate in respect of the items for which the tenderer wishes to quote

5. Last date and time for submission of tender: 22.9.2010 at 14.00 Hours.

6. Date, Time and place of opening of the tender: 22.9.2010 at 15.00 Hours.
At the address mentioned in Sl. No. 1 above

7. Specifications : Furnished in the tender document. Questionnaires have been made as a part of the specification to be furnished by the tenderer about their offers.

8. Intimation of changes: **Addendum or changes/amendments if any in any proposed to be issued will be put up in the above web-site. Hence, it is the responsibility of the tenderer to go through the above web-site before submission of their tender.**

9. Type of Tender : **Two Cover System:** (a) **Technical-cum-commercial Bid with EMD**
(b) **Price Bid**

10. Name and address of the party to whom
tender document sold in person or by post.

Signature of the Tender Inviting Authority
(Not necessary if downloaded from the website)

Note: This Tender form should be signed by the tenderer in each page and to be attached with their tender document. Price bid should be furnished in separate cover for each item.

Signature of the Tenderer/s .with Date and Seal.

Specifications for “Personal Protective Equipment and other items for the use of fire fighters” under Group VI

Item no:1.

Self Contained Open Circuit compressed Air Breathing Apparatus with Light weight Cylinder for 45 minutes duration: 50 nos.

Spare Cylinders for the above SCBA sets: 50 nos.

Specification:

1. The Breathing Apparatus set should be a Self-contained, compressed air Breathing Apparatus of open circuit with automatic positive pressure confirming to EN 137: 2006(type 2) standard.
2. The SCBA shall consist of all the main parts and necessary accessories, including
 - a) Face Mask Assembly
 - b) Air Regulation and Supply Assembly
 - c) Back Plate Assembly with Harness
 - d) Cylinder with Straps
3. The apparatus shall be sufficiently robust to withstand rough usage that a fire-fighting situation might demand. All the materials used in the construction shall have adequate mechanical strength and shall be fire-resistant and water resistant.
4. The design and construction of the apparatus shall be such as to facilitate easy dismantling and reassembling of the parts.
5. The demand valve should automatically turn on the positive pressure on first breathing. At the same time there should be provision for manually activating the positive pressure or to inject extra air into the mask. There should be provision for adequate positive pressure within the mask during the entire breathing cycle to prevent leakage of ambient toxins into the facemask.
6. The SCBA should have an effective warning system to indicate and alert the wearer ten minutes in advance about the diminishing air available for him. The warning sound should stop only when the air in the cylinder is completely used up.
7. The pressure reducer should be of a suitable type and should deliver a constant & steady pressure throughout the duration irrespective of the cylinder pressure.
8. The Pressure Gauge should have back light for easy reading during dark hours. The warning zone in the Pressure Gauge should be shown in a contrasting colour. The SCBA shall have a digital indication of air pressure and ambient temperature and remaining time.
9. The cylinder should be seamless and should have filling rate of minimum 6 litres capacity and a optimum pressure of 300 bars.

10. The service life of the cylinder should be minimum 15 years. The cylinder should be aluminum lined fully wrapped carbon composite material and basically approved to EN 12245 & CE marked.
11. The SCBA set must be supplied with suitable and strong carrying case with locking facility.
12. The total weight of the SCBA, including the fully charged cylinder and other accessories should not exceed 14 kilograms. Preference will be given to lighter weight provided all other specifications are to the satisfaction.
14. The SCBA, when the cylinder is full, should have a minimum period of use of 45 minutes, including the period of warning.
15. The Cylinder and the Valve should have approval from Chief Controller of Explosives, Nagpur and submitted along with tender.
16. The face mask shall be scratch proof materials not producing dermatitis
17. The whole set shall be water – proof
18. The face mask shall be such a design to adopt to various sizes
19. The materials used in the construction of the SCBA shall have adequate mechanical strength, heat resistant and resistant to deterioration.
20. Local (Tamil Nadu) Service facilities and hydraulic test facilities as approved the Chief Controller of Explosives, Nagpur shall be available.
21. An operation manual in English shall be provided with each set.
22. The Trade Mark, Manufacturer Identification, Serial No. and Date shall be marked in face mask.

Item no.2

Personal Protective Equipment and accessories: 8 nos.

Specification:

1.1. Personal Protective equipments include protective suit, hood, firemen gloves, fire fighting boot and excluding Self Contained Breathing Apparatus sets and Helmet.

(Note:)SCBA sets and Helmets are proposed to be procured separately under Item no.1 and item no.3 and the same will be utilized for the use of PPE.

1.2. The suit shall be of three layers, in two pieces of pant and coat/jacket. Three layer personal protective suits shall conform to norms as specified in EN 469, protective clothing for firefighters or of equivalent norms and a certificate to this effect from the internationally approved notified body for testing shall be sent along with the supply including samples.

2.1. The fibre used for the suit material and the thread used for stitching shall be of high quality made of inherently flame resistant fibre. Copy of the certificate of the fabric used must be sent along with the supply including samples.

2.2. The stitching of the suit shall be of high standard and slide fastener covered by an over flap fastened down with a touch and close fastener (valcro fitting) shall be used so as to achieve a secure closure of the fastening openings in the garment.

2.3. The colour of the pant and coat shall be of Khaki and retro – reflective tape of 50 mm wide and also with a Reflective insignia of ‘T.N. Fire and Rescue Services’ shall be provided on specific portion of Jacket. Reflective tapes have to be provided around the body and sleeves. It shall have high protective collar with throat guard. The coat shall have to be provided with a two internal and external pockets. The cuff has to be provided with flame resistant tight fit for better protection against flame.

2.4. The three layer pant will have to be provided with heavy duty suspender with quick release snaps to the front. The knee area will have to be reinforced with suitable material. The design on the pant shall be of standard type with one internal pocket. Reflective tapes shall be provided around the bottom of the leg. The colour shall be of khaki and should have concealed fly zip and top button closure.

3. Construction of coat and pant:

3.1. The suit shall be designed to be worn with self contained breathing apparatus (SCBA) set which should be easy to fix and should have scope for adjustment of width.

3.2. The suit when worn should give adequate freedom of movement and maneuverability with free movement of arms and legs.

3.3. Outer layer shall be made of inherently flame resistant, heat resistant fabric of 200 gsm or of equivalent quality.

3.4. Middle layer (moisture barrier) shall be made out of high quality inherently fire retardant breathable PU membrane or of equivalent quality.

3.5. Inner layer (Thermal barrier) shall be made of inherently flame resistant, heat resistant thermal lining as per the norms EN 469 or of equivalent quality.

3.6. High quality inherently flame resistant heat resistant threads shall be used for stitching the suit. The reflective tape used will be flame resistance of scotch lite make in lime green/silver tri-colour on 50 mm wide.

4. Design:

4.1. The coat and pant shall be made in large sizes. The measurements which take into account the desirability of a loose fit for this type of clothing.

Large

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Note: The sizing of a garment as per EN 340 or of equivalent quality not only determines how comfortable a wearer will be – which implications for how effectively a job is carried out – but it also has serious safety implications. For example, any garment that is too short or tight would reduce the level of protection against possible heat stress. In view of that the sizing and stitching of the garment shall fit properly.

4.2. All garments shall be designed for flexible and comfort in wearing without impairing the intended protection and operative efficiency of the wearer.

5. Knitted sock Hood:

High quality inherently flame resistant, heat resistant shall be used for the manufacture of knitted sock hood which shall be capable of superior resistance to high temperature and direct flame contact. The hood should be washable or dry cleaned and can be worn over a breathing face mask or under the fireman helmet.

6. Knitted gloves:

6.1. Fire fighter gloves should comply with EN 659:2003 or of equivalent standard.

6.2. Certificate of the same must be submitted along with the supply including samples. The gloves shall provide excellent protection against heat, cut, and penetration of liquid.

7. Boots:

7.1. Rubber Fire Fighter Boots manufactured from flame retardant rubber with steel toe cap and inner lining of inherently fire retardant and heat resistant fabric for better insulation, should be of anti-skid sole of size : 14". Lighter weight is preferable. (EN 345 or of equivalent quality)

8. Approvals:

8.1. The suit must comply with EN 469 or other international approvals. Certificate of approval of EN 469 or other international approvals must be sent along with the offer.

8.2. The offer should be supported with valid test certificate from reputed international notified body for testing and certification confirming to the composition of fabric.

- 8.3. The test certificate should clearly indicate the offered model quoted in the bid.
- 8.4. Seller has to give guarantee / warrantee against any manufacturing defect of the suit.

9. The suit must be provided with the following accessories:

- 9.1. Underwear hood which protects head and neck.
- 9.2. It should be of universal size.
- 9.3. It must be knitted, elasticized, balaclava type and made from flame resistant fiber such as meta-aramid or having similar properties.
- 9.5.4. It must be permanently antistatic, having minimum sweat absorption, breath ability, ideal for next to skin wear. The anti flash hood shall meet the functional requirement and stand as given in EN 340 standard or equivalent standard Certificate of the same shall be submitted along with the offer.

10. User Manual including maintenance instructions should be provided
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Item no.3

Chemical Splash Protective Suit:4 nos

Specification:

Required : Chemical splash protection suits as per the requirements of EN 14605 standard consisting of coverall, gloves outer and inner chemical resistant, boot chemical resistant with steel toe and shank, hard hat (under suit) excluding SCBA sets. Test certificate as per EN 14605 should be produced.

(Note: SCBA sets are proposed to be procured separately under item no.1 and the same will be utilized for the use of this suit)

Chemical Protection: Industrial chemicals like Cl., Ammonia, H₂SO₄, etc.
Chemical splashes and protection against vapours/liquids injurious to skin

Design:

The Chemical suit is based on microchem 4000 fabric or equivalent and has been tested to EN 369 permeation test against a wide range of chemicals. Heavy duty Mylar visor both Chemical resistant and low misting.

Sizes: Large

User Manual including maintenance instructions should be provided

Item no.4

Helmet with 14 LED Headlamp torch – headband type

The helmet should be lightweight and should not be affected by UV exposure and should be able to stand with high temperature even up to 600 Degree F without melting or distorting.

The helmet should be lined with suitable material which provides protection against impact and heat. Good quality sweatband and adjustable Ratchet headband to accommodate a variety of head sizes approx (54-64cm)

Durable and heat resistant chinstrap of reputed quality fitted with quick release buckle to keep helmet strapped to head should be provided. Internal retracting eye protector should be provided. Warranty period not less than 6 years.

The trim should have reflective device for high visibility at night and should be painted with high gloss paint finish. Should have in-built torch pod or provision to hold flashlight as specified by Department to allow fire personal to work hands free. The tender should produce a certificate of his product complying to EN 443 norms.

14 LED Attachable Head lamp- Headband type:

This item should have the following features:

- (1) The head lamp should have 14 bright white LED and when all LEDs are on it should gives approximately 90000 mcd light.
- (2) LED life span should be 100,000 hours or more
- (3) 4 mode side press switch for different LED operations (4,8,14,14 Flashing LED)
- (4) It should have angle adjustment.
- (5) It should be fixed in an adjustable elastic head band which can also be mounted on fire fighters helmet
- (6) It should be rain proof and shock resistant
- (7) Suitable batteries should be provided. The batteries should be a rechargeable one.
- (8) A suitable battery charger to recharge the batteries should be provided.

Note: The cost of for 14 LED Head lamp- Headband type should given in the price bid separately. In case if suitable model of Headlamp could not be selected within the offers received, procurement of the same will be dropped and Helmet alone will be procured.

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Item no.5: Gum boots – 5000 prs

Specification:

Black canvas rubber with water-proof thick soles and heels with leggings rising up to about 7.6 cms below the knee-cap.

Sample should be supplied in respect of each quality of the items quoted.

Among the offers received, the ISI marked products will be given preference in the selection. Only if offers for ISI marked products are not received, based on the quality of the non-ISI marked products will be taken into account for selection if they are found to be suitable for the requirement of the department.

In respect of offers given for ISI marked, the manufacture of the item should have valid licence from Bureau of Indian Standards.

Sizes of the requirement:-

| | |
|--------------------|------|
| 8 size: | 800 |
| 9 size: | 1500 |
| 10 size: | 1500 |
| 11 size and above: | 400 |

However, the sizes to be supplied will be modified at the time of placing orders if required.

Criteria for Evaluation of Tenders

- This is a two-bid tender consisting of:
 - (i) technical-cum-commercial bid
 - and
 - (ii) price bid
- The technical –cum-commercial bid will first be opened in the presence of the tenderers.
- Price bid will be opened only after evaluation of the technical-cum-commercial bid
- Tender for each item under this Group will be finalized separately for procurement. It is not necessary that all should be procured from one and the same tenderer.
- If more than one model is offered, the rate quoted only in respect of the model qualified for selection as per the criteria laid down for evaluation alone will be taken into consideration. Hence, separate price bid covers may be furnished for each model if more than model is offered.
- The evaluation of the tender offers will be done in three stages. The rules laid down in Tamil Nadu Transparency of Tenders Act, 1998 and related rules, will be scrupulously followed.
- If at any stage, a technical flaw is noticed in following the procedures, the procuring entity will take appropriate decisions and reserve the rights to relax or waive or modify at his discretion any of the condition in the interest of the Department so as to ensure that the overall objective of procurement is not defeated.

Stage I: Rejection of tender offers found technically defective:

- a) Only the tender document supplied by this Office or the tender documents which have downloaded from the department's website free of cost should be used and it should be resubmitted in full shape without detaching any page from it.
- b) (i) Each page of the tender document, including technical specifications should be duly signed for having noted the contents of the tender document. Tenders in any forms other than the forms and schedules issued by the department to the tenderers will not be considered and will be rejected as non-responsive.

(ii) Further, the tenderers are requested to put the page number to the tender documents serially including all enclosures while submitting their tender.
- c) (i) Those who do not submit the EMD, as defined in this tender document, along with the tender (unless the vendor is exempted by a specific rule provision for which

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

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

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

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

The following essential features will be considered at this stage:

1. If the tenderer is a manufacturer, attach a proof for the same
2. If the tenderer is not a manufacturer, the offer which is not accompanied with a zeroxed copy of an authorization letter from the manufacturer or some other incontrovertible proof that the vendor is an authorized distributor/dealer of the manufacturer, will be rejected.
3. An offer, which is not accompanied with a certificate of approval of the standard by the competent authority in respect of the product offered, will be rejected.

4. The answers given by the tenderer to the Questionnaire will be taken into account for preliminary verification whether the offer made by the tenderer satisfy the specification and other requirements.
5. An offer which does not meet out the detailed specifications will be rejected.

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

Stage 3: Selection of the suitable tenders:

The offers that are not rejected during stage 2 above will be further evaluated for selection of the suitable items.

Verification /Demonstration

- As per the discretion of the DFRS, the tenderers whose offers are not rejected during stage 2 may be directed to produce a sample for verification/demonstration for which a message will be despatched to him through Fax. Hence, it is the responsibility of the tenderer to keep one sample in readiness, so as to produce the same as and when called for. Production of such a sample will, however, be no indication that the items are going to be procured from the vendor.
- In case, any vendor fails to produce the sample within the stipulated time and without proper reason, it will be presumed that he is unable to produce the sample and his offer will be rejected. However, the Director of Fire and Rescue Services may, if the reasons stated by the vendor are reasonable, give more time for production of a sample.
- While evaluating the tender, any additional details may be called for from the tenderers as per the discretion of the DFRS for which a message will be despatched to him through Fax. Hence, it is the responsibility of the tenderer to furnish the additional particulars as and when called for. Furnishing of such additional details will, however, be no indication that there is going to be accepted. In case, any vendor fails to furnish the details called for within the stipulated time, it will be presumed that he is unable to furnish the details and not interested in his offer and his offer will be rejected.
- In order to complete the technical bids evaluation in a time schedule manner, if the Tender Scrutinizing Committee has decided to obtain certain clarifications/ addl. particulars from the tenderer in person, the same will be communicated to the tenderer concerned and the tenderer has to depute a responsible person to explain the same before the Committee on a date/time fixed by the Committee. Thereafter, the Tenderer has to furnish the details as explained to the Committee in writing on the same day or within the time limit prescribed by the Committee. Failing to do so, their offer will be rejected as non-responsive.

- While evaluating the technical bids if any one of the tendered equipment does not suit our conditions as laid down in technical specifications, the Director of Fire and Rescue Services reserves the right:
 - (1) to relax or waive or modify at his discretion any of the condition/ specification in respect of the equipment in question in the interest of the Department or
 - (2) to reject all the Tenders in respect of the equipment in question without assigning any reasons whatsoever and to suitably modify the numbers to be bought among the selected one of other tendered items to suit our requirement.

Price bid opening

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

Questionnaire to be filled by the Tenderer

Note:

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

I. Questionnaire for SCBA

| Describe the following in respect of SCBA offered by you with reference to the specifications given in the tender document. | |
|---|--|
| 1 | What is the name, address and the e-mail address of your Company? |
| 2 | Are you an authorized distributor/dealer of the Manufacturer of the products offered? Note: in case you are yourself manufacturer, you may mention so |
| 3 | Describe in brief the warning system used in your SCBA |
| 4 | Is the warning zone in the Pressure Gauge marked by a different colour? |
| 5 | How much is the capacity of the cylinder in terms of litres? |
| 6 | What is the maximum pressure of the cylinder? |
| 7 | Can the SCBA set be used with a Fireman's helmet? |
| 8 | Does the complete set of the SCBA offered by you possess international certification? |
| 9 | Does the cylinders offered by you possess Chief Controller of Explosives, Nagpur Certification Mark? Attach xerox copy for the same. |
| 10 | What is the total weight of the SCBA, including the fully charged cylinder and other accessories? Please state specifically whether it is 14 kilograms or less. |
| 11 | What is the maximum time for which the SCBA offered by you can be used, when the cylinder is full? (It will be presumed that the period indicated by you would include the warning period also. Specify both the times separately) |

| | |
|----|---|
| 12 | Does the SCBA offered by you is having digital indication of air pressure gauge |
| 13 | Whether the whole set is water-proof? |
| 14 | Does the SCBA offered by you is having an electronic warning instrument |
| 15 | Does the materials used in the construction of the SCBA is carbon composite or equivalent, seamless with adequate mechanical strength, heat resistant and resistant to deterioration? |
| 16 | Does the face mask is having scratch proof and does not contain dermatitis substance. |
| 17 | Whether the face mask is having a design to adopt to various sizes? |
| 18 | Whether an operational manual in English will be provided with each set? |
| 19 | Please mention warranty details, free maintenance and training can offered by you for your product |
| 20 | Whether Local (Tamil Nadu) service facilities and hydraulic testing facilities as approved by the CCE, Nagpur is available? |
| 21 | Please indicate the number of SCBA sets you have supplied within India during the past three years with the name, address, phone number, fax number and email address etc of the organizations to which these were supplied |
| 22 | Whether the set is provided with Manufacturer Identification Serial No., Date in the Face Mask ? |
| 23 | Please give any other details, which in your opinion make the SCBA offered by you a better purchase for Tamil Nadu Fire and Rescue Services |
| 24 | Whether any local authorized person or dealer to conduct free check up or to respond in case of any need? Whether the main spare parts will be available in Local/India and how long it will take to supply the spare parts required in case of any need? |
| 25 | Please indicate the name, address, phone, fax and e-mail address of the organization to whom you have supplied the offered items within in India during past five years ? Please furnish the performance certificate from the user organization if any with your bid.(Attach separate sheet if necessary) |

2. Questionnaire for PPE

| Describe the following in respect of PPE offered by you with reference to the specifications given in the tender document. | |
|---|---|
| (1) | What are the name, address and the e-mail address of the Company? |
| (2) | Are you an authorized distributor/dealer of the Manufacturer of the products offered? In case you are yourself manufacturer, you may mention so. |
| (3) | Describe in brief the components and materials of your PPE |
| (4) | Whether your PPE fulfill the basic component requirements as per the standard in respect of Outer shell, Moisture Barrier, Composite etc. |
| (5) | Whether your PPE includes full protective suit assemble, hood, firemen gloves, and fire fighting boot. |
| (6) | During sample scrutinizing and at the time of supply whether you can produce test certificate from the notified body authorized to give such certificate. |
| (7) | Whether you can establish through certificate such as flame resistance characteristic durability of the fibre used for the suit material and thread used for stitching. |
| (8) | Whether you can supply the PPE in Khaki colour along with suitable reflective tape at specific portion of the jacket? Including Reflective insignia of Tamil Nadu Fire and Rescue Services. |
| (9) | Whether the suit when worn should give adequate freedom of movement and maneuverability with free movement of arms and legs? |
| (10) | Whether the suit is designed to be worn with SCBA ? |
| (11) | Whether you are able to supply the suits in different sizes? |
| (12) | Explain how your product is having better performance in the following aspects:- (a) Flame resistance (b) Thermal Integrity (c) Thermal Insulation (d) Durable and consistent performance |
| (13) | Whether knitted gloves provide exclusive protection against heat, cut and penetration of liquid? If so, is it possible to submit the relevant certificate? |
| (14) | Whether your Rubber fire fighter boot comprising flame retardant rubber material and provided with suitable toe cap and inner lining of inherently fire retardant and heat resistant fabric or of equivalent quality for better insulation as per EN 345 or of any other equivalent standard. |
| (15) | Whether operational/maintenance manual in English will be provided with each suit? |
| (16) | Please mention warranty details. |
| (17) | Whether the suit and boot are provided with Manufacturer Identification Serial no? |
| (18) | Please indicate number of PPE suit you have supplied within in India during past five years with name, address, phone, fax and e-mail address of the organization? Please furnish the performance certificate from the user organization with your bid. |
| (19) | Please give any other valuable points which in your opinion make the PPE offered by you is a better purchase for TNFRS and suitable for climate of Tamil Nadu? |
| (20) | Whether any local authorized person or dealer to conduct free check up or to respond in case of any need? Whether the main spare parts will be available in Local/India and how long it will take to supply the spare parts required in case of any need? |
| (21) | Please indicate the name, address, phone, fax and e-mail address of the organization to whom you have supplied the offered items within in India during past five years ? Please furnish the performance certificate from the user organization if any with your bid. |

3. Questionnaire for Chemical Splash Protective Suits

| Describe the following in respect of Chemical Splash Protective Suits offered by you with reference to the specifications given in the tender document | |
|---|---|
| (1) | What are the name, address and the e-mail address of the Company? |
| (2) | Are you an authorized distributor/dealer of the Manufacturer of the products offered? In case you are yourself manufacturer, you may mention so. |
| (3) | Describe in brief the components and materials of your Chemical Protective Suit |
| (4) | Mention the industrial chemicals against which the suit can give protection |
| (5) | List out the main parts and accessories which make your Chemical Protective Suit |
| (6) | Whether the suit can be used with SCBA and Fireman Helmet? |
| (7) | Whether the Chemical Splash protective suits meets requirements of EN 14605. Whether a test certificate to that effect can be produced? |
| (8) | Whether user manual is provided? |
| (9) | Whether any local authorized person or dealer to conduct free check up or to respond in case of any need? Whether the main spare parts will be available in Local/India and how long it will take to supply the spare parts required in case of any need? |
| (10) | Please indicate the name, address, phone, fax and e-mail address of the organization to whom you have supplied the offered items within in India during past five years ? Please furnish the performance certificate from the user organization if any with your bid.(Attach separate sheet if necessary) |

4.Questionnaire for Helmet with 14 LED Headlamp torch – headband type

| Describe the following in respect of Helmet with 14 LED Headlamp torch offered by you with reference to the specifications given in the tender document | |
|--|--|
| (1) | What are the name, address and the e-mail address of the Company? |
| (2) | Are you an authorized distributor/dealer of the Manufacturer of the products offered? In case you are yourself manufacturer, you may mention so. |
| (3) | Make and model of the helmet offered. |
| (4) | Approval of the standard |
| (5) | Describe about fire retardant material used and about the withstanding temperature and other features of the helmet complying to EN443 norms |
| (6) | Describe about heat resistant chinstrap and internal retracting eye protector provided in the helmet |
| (7) | Describe about the trim provided as per specification in the helmet |
| (8) | Whether 6 years warranty will be provided |

| | |
|------|---|
| (9) | Make and model of 14 LED Headlamp -Headband type offered |
| | (i) What is the power of mcd light when all 14 bright white LED are on ? |
| | (ii) What is the life span of the LED (working hours) |
| | (iii) Whether it has 4 mode side press switch for different LED operations |
| | (iv) Whether it has angle adjustment |
| | (v) Whether it is fixed in an adjustable elastic head band |
| | (vi) Whether it has rain proof and shock resistant |
| | (vii) Whether batteries provided will be a rechargeable |
| | (viii) Whether a suitable battery charger to recharge the batteries will be provided |
| (10) | Whether any local authorized person or dealer to conduct free check up or to respond in case of any need? Whether the main spare parts will be available in Local/India and how long it will take to supply the spare parts required in case of any need? |
| (11) | Please indicate the name, address, phone, fax and e-mail address of the organization to whom you have supplied the offered items within in India during past five years ? Please furnish the performance certificate from the user organization if any with your bid.(Attach separate sheet if necessary) |

5. Questionnaire for Gum Boots

| Describe the following in respect of Gum Boots offered by you with reference to the specifications given in the tender document | |
|---|--|
| (1) | What are the name, address and the e-mail address of the Company? |
| (2) | Are you an authorized distributor/dealer of the Manufacturer of the products offered? In case you are yourself manufacturer, you may mention so. |
| (3) | Make and model of the Gum boot offered. |
| (4) | Describe the quality of the material of the Gum boot offered |
| (5) | Whether your offer has black canvas rubber with water proof thick soles and heels with leggings upto about 7.6 cms below the knee cap? Please mention the exact measurement of your offer. |
| (6) | What are the sizes available to supply? |
| (7) | Whether you product is bearing ISI mark? . |
| (8) | Whether the manufacturer of the product is having valid licence from Bureau of Indian Standard? If so, attach a copy of the same |
| (9) | Please mention the warranty period applicable |

IMPORTANT INSTRUCTIONS TO THE VENDORS

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

(b) In case he / she is an authorized distributor/ dealer, he / she shall produce along with the tender-offer a certificate of authorization from the manufacturer.
2. As a manufacturer, if the tenderer is from abroad, payment terms for imports shall be based on standard terms of international trade and the payment will be effected through irrecoverable letters of credit drawn on banks as per the rate fixed as per negotiation. Further, since it is an open tender the rate fixed as per negotiation and not exceeding the exchangeable rate of Indian Rupee applicable on the date of opening of technical-cum-commercial bid will be paid.
3. The Tamil Nadu Transparency in Tender Rules 2000 is applicable for the Tender.

Mode of submission of tender offer:

4. (a) Sealed tenders containing technical details, commercial terms and price bid along with a list of the enclosures such as the authorization letter from the manufacturer, sales tax clearance etc. will be received for and on behalf of the Tamil Nadu Fire and Rescue Services Department so as to reach on or before the due date prescribed. All the tenders shall be prepared and submitted strictly in accordance with the instructions set forth herein. Sealed Tenders means, it may be wax sealed or any other mode of seal at tenderer's risk which could not be tampered.

(b) The Earnest Money Deposit in the prescribed format or, if exemption from EMD is sought, proof of exemption from payment of EMD and undertaking in lieu of EMD should be produced along with sealed tenders.

(c) The following address must be written on the OUTER ENVELOPE: Deputy Director – Administration, O/o. the Director, Fire and Rescue Services Department, 17 Rukmani Lakshmipathy Road, Egmore, Chennai-600008, Tamil Nadu. This cover shall be superscribed **“Tender offer for supply of Personal Protective Equipment and other items for fire fighters under Group VI”**. This cover must reach the addressee i.e. Deputy Director – Administration on or before 22.9.2010 @ 14.00 Hours

(d) The tenderer has the option of sending the offer by Registered Post A/D or by speed post or by Courier or by air mail for overseas delivery before the date and time fixed.

(e) Delivery of tender in person will not be accepted on any account and the tender submitted after the last date and time will not be accepted under any circumstances.

(f) The tenderers who could not send their tender by post can put the tender in the Tender Box kept for this purpose at the above mentioned address before the date and time fixed. The slit of the tender box shall be 28 cmx 3 cm and therefore, the cover should be brought of suitable size to move inside the slit.

(g) Any relaxation in the mode of submission of tender will be considered only by the DFRS and his discretion will be final.

Method of submitting price bids:

5. While giving the Price bid, the price details like basic rate (i.e. the rate without taxes and duties) along with separate details of Sales Tax/Surcharge, CST, Custom duty, Excise duty, freight charges, Octroi, insurance for delivery and such other levies that may be applicable **must be quoted in the format enclosed**. The total of all these must be separately indicated as NET RATE. Rates should be shown distinctly in words as well as figures. In case of a discrepancy between the rate in words and figures, the lower of the two shall be taken. If any discount offered by the tenderer, it should be furnished in the Price bid format.

The cost of for 14 LED Head lamp- Headband type should given in the price bid separately. In case if suitable model of Headlamp could not be selected within the offers received, procurement of the same will be dropped and Helmet alone will be procured.

6. The rate shall be valid for **180 days** from the date of opening of the tenders.
7. The item/items supplied by the successful bidder shall clearly indicate in the form of a permanent label or in some other indelible form such details as batch No, Serial No, year of manufacture, name of manufacturer etc to authenticate that the given item has been actually manufactured by the said manufacturer.

UNDERTAKING FOR EXECUTION OF CONTRACT

Tender for the Supply of Articles.

(To be signed by the tenderer)

To

The Governor of Tamil Nadu,
represented by
The Director,
Office of the Director of Fire & Rescue Services,
Egmore, Chennai 600 008.

I, _____ hereby contract and agree on the acceptance of this Tender to supply to the Government of Tamil Nadu (hereinafter referred to as “the Government”) in accordance with the conditions of contract stated below, the articles specified in the schedule below of the quality of sort and at the rate of price therein specified and I hereby forward a sum of Rs..... (Rupees only) as Earnest Money Deposit to be returned to me if this tender is not accepted.

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

Signature of the Tenderer
with Date and Seal.

**CONDITIONS TO BE INCORPORATED IN THE AGREEMENT TO BE MADE
WITH THE SUCCESSFUL TENDERER**

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

Company or Corporation all or any quantities of the goods or materials agreed to be supplied by the contractor.

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

Noted the contents:

(Contractor's Signature)

**FORM OF CERTIFICATE OF SALES TAX VERIFICATION TO BE PRODUCED BY
AN APPLICANT FOR CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL
OF THE GOVERNMENT OF TAMIL NADU.**

(To be filled in by the applicant)

1. Name and style in which the applicant is assessed or assessable to Sales-Tax and address for the purpose of assessment.
2. Name and address of all companies firms or association or persons in which the applicant is interested in his individual or fiduciary capacity.
3. The districts, taluks and divisions in which the applicant is assessed to Sales-Tax. (All the Places of business should be furnished)
4. (a) Total Contract amount or value of patronage in
The preceding four years:-

2006-07

2007-08

2008-09

2009-10

(b) Particulars to Sales-Tax for the preceding four years:-

| Year | Total T.O. assessed | Total Tax assessed | Total Tax paid | Balance due | Reason for balance |
|------|------------------------|-----------------------|-------------------|-------------|-----------------------|
| (1) | (2) Rs. | (3) Rs. | (4) Rs. | (5) Rs. | (6) Rs. |

2006-07

2007-08

2008-09

2009-10

(c) If there has been no assessment in any year
Whether returns were submitted and if they
were, the division in which the returns were sent.

- (e) The name and addresses of branches, if any

Signature of the Applicant:

Date:

In my opinion the applicant mentioned above has been / has not been doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceedings.

A separate certificate should be obtained in respect of each of the places of business of the applicant from the Deputy Commercial Tax Officer or Assistant Commercial Tax Officer having jurisdiction over that place.

If the tenderer is not able to get the above certificate from the Commercial Tax Department before the due date of tender, the details for in the format should be furnished along with tender. The certificate from the Assessing Authority may be furnished separately before finalization of the tender.

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

Tender Form

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

Earnest Money Deposit

- 9 .(a) Earnest money Deposit should be paid along with tender as indicated against each item in the Top Sheet of this Tender document by way of Bankers cheque or DD in favour of the Director of Fire & Rescue Services Department, Chennai should be compulsorily appended with the tender document as indicated in the Top Sheet of the Tender document in respect of the items for which the tenderer is willing to give their offers. Specified small savings instruments or irrevocable bank guarantee will also be accepted. Personal / Company cheques will not be accepted.
- (b) Any tender submitted without EMD and partial payment of EMD will be summarily rejected.
- (c) In case of unsuccessful tenderers, their Earnest Money Deposit will be returned to them in due course soon after the final decision is taken on the tenders by the department. The Earnest Money of unsuccessful tenderers outside Tamil Nadu State will, however, be returned by money order or by DD and the money order commission or DD commission will be deducted from the amount refundable. The Earnest Money Deposit will not bear any interest.

Prices: Details to be furnished and conditions

10. (a) Rates should be shown distinctly in words as well as figures.
- (b) Prices quoted should include the cost of all accessories essential to make the equipment/article fully functional.
- (c) The price bid should be furnished as mentioned in the “Important instructions to the Vendor” given in the tender document.
- (d) If a foreign vendor is willing to participate in the tender directly, he should furnish his offer as mentioned in the “Important instructions to the Vendor” given in the tender document.
- (e) Further, the tenderer shall agree to extend the validity of the tender without altering the substance and prices of their Bid for further periods, if any, required by the purchaser.
- (f) No charges other than those mentioned in the supply order will be paid under any circumstances.

Demonstration of equipment and Evaluation

11. (a) The evaluation of tenders will be made as per Stage-3 of “Criteria for evaluation of tenders” given in the tender document.
- (b) The tenderer should produce the equipment / materials which he has quoted in the tender document for demonstration before the evaluation committee as and when called for. The tender will be rejected if the article is not produced for demonstration and the Earnest Money Deposit is liable to be forfeited in the event of such failure.
- (c) Each sample produced for demonstration must have a label attached to it, showing clearly the name of the tenderer and the country of manufacture.

Warranty

- 12 (a) The warranty period shall be as may be stipulated for the article concerned from the date of supply.
- (b) The warranty shall cover defects in materials or bad workmanship under normal use and service for the period of warranty notwithstanding the fact that the material were inspected and approved by inspecting officers.

Acceptance of tender

- 13 (a) The lowest tender will not necessarily be accepted.
- (b) Notification of acceptance of tender by the Department shall be deemed to result in and constitute a valid and considered contract binding on the tenderer. If the tenderer withdraws his / her tender after acceptance by the Department, the EMD shall be forfeited.

Release of Purchase Order.

14. The contractor should examine carefully the purchase order immediately on receipt and bring to the notice of the indenting officer within five days of receipt of purchase order and discrepancy with regard to the quantity ordered, specifications, packing, etc., for prompt rectification. The letter should be sent by registered post Acknowledgement due. Meanwhile, supply of the materials, which are cleared in all respects for despatch and acceptance by the consignees shall be arranged by the date mutually, agreed upon and should not be held up for any reason whatsoever.

Security Deposit

- 15(a) Security Deposit equivalent to **5** percent of the total value of the supplies contracted for will have to be furnished by the successful tenderer. This security may be in the form of Cash or Demand draft or Bankers' cheque or specified small savings instruments or where the procuring entity deems fit, irrevocable bank guarantee in a prescribed form. This is liable to be forfeited either in full or in part for any breach of conditions of contract or default on the part of the contractor.
- (b) If the successful tenderer fails to remit the Security Deposit and execute the agreement within the period specified the Earnest Money Deposit will be forfeited. The security deposit will be refunded only upon satisfactory fulfillment of the contract after completion of supply of the entire materials ordered and expiry of the guarantee period duly adjusting the amount due to the Department if any.
- (c) Security Deposit paid by the successful tenderer will not bear any interest.

Agreement

- 16 (a) The successful tenderer should execute an agreement in non-judicial stamp paper, having a face value of Rs.20/- or any other value intimated in the provisional order within the date specified therein in the Form, which can be seen at the Office of the Director of Fire & Rescue Services, Chennai, for the due fulfillment of the contract. The Stamp duty on the agreement shall be borne by the successful tenderer.
- (b) On their executing the agreement, the Earnest Money will be returned to them. In case firms outside Tamil Nadu State the EMD will be returned by money order or by DD and the money order commission or DD commission will be deducted from the amount refundable
- (c) As a manufacturer, if the tenderer is from abroad, payment terms for imports shall be based on standard terms of international trade and the payment will be effected through irrecoverable letters of credit drawn on banks as per the rate fixed as per negotiation. Further, since it is an open tender the rate fixed as per negotiation and not exceeding the exchangeable rate of Indian Rupee applicable on the date of opening of technical-cum- commercial bid will be paid.

Delivery

- 17 (a) The rates accepted will be for delivery at such destinations as indicated in the tender document or in subsequent purchase order.
- (b) The delivery period should be mentioned by the Tenderers in their offers. However, the maximum time limit for supply of the goods will be fixed by the Director while executing the agreement with the successful tenderer. The supplier shall reckon the delivery period from the date of receipt of the purchase order. The date of delivery as per postal acknowledgement due in the case of purchase order sent by post or the date of delivery if delivered in person or through special messenger shall be deemed to be the date of receipt of the purchase ordered
- (c) Delivery period is inclusive of pre-delivery inspection. The date of delivery of materials in good condition to the consignees shall be the date of supply. The rate of progress indicated in the purchase order should be maintained. The materials should be delivered to the consignees as per the purchase order placed.

Acceptance of materials by the consignee:-

18. If on examination of the sample, any portion of the supplied materials / equipment is found to be damaged or substandard or not fully in accordance with the relevant specifications, the whole supply shall be rejected irrespective of the fact that this material was cleared under pre-delivery inspection. The materials / equipment should strictly conform to the specifications given in the tender conditions. In case of doubt whether the materials conform to the specifications or not, the decision of the consignee shall be final. The consignee has right to reject the equipment found not conforming to the specifications and they should be replaced within seven days at the cost of the supplier.

Penalty: -

- 19.(a) Where their supply is not completed within the delivery schedule, without prejudice to the right of the Department to cancel undelivered portion of the purchase order, extension of time may, if so required by the contractor may be granted at the discretion of this Department. Such extension of time will entail recovery of penalty from the contractor at one percent per week, on the value of the undelivered quantities subject to a maximum of five percent of the value of the undelivered quantity. However, the Director may waive the penalty on valid reasons as per his discretion. .
- (b)The officer authorised by this Department will have the right to cancel the purchase order and to recover from the contractor liquidated damages at **2%** of the value of the undelivered quantity or the extra financial commitment to this Department on the purchase of the balance quantity, whichever is higher besides forfeiting the security deposit.

Performance guarantee

20. **10 percent of the payment amount will be retained during the warranty period as performance guarantee** and will be paid after successful completion of the warranty depends upon the items if necessary as decided by this Department. Alternatively, if the tenderer gives an irrecoverable Bank Guarantee in lieu of the balance 10 percent, the department reserves the right to accept the same. If the warranty period exceeds 2 years, the minimum period for which performance guarantee to be given and the alternative method to ensure the warranty period exceeding 2 years will be decided during the negotiation with the successful tenderer.

Payment:

21. On successful completion of supply to the satisfaction of the Fire & Rescue Services Department and on receipt of the invoice bill in triplicate, 100% payment will be settled immediately. .

Others:

22. The tenderer should furnish details of orders executed for Government Departments / Departments / autonomous boards etc., and details of orders on hand or pending execution. Certificates in proof of these should also be furnished.
23. The Director of Fire & Rescue Services Department, Chennai, acting on behalf of the Governor of Tamil Nadu or any other authority empowered in this matter shall have the right of rejecting any tender without assigning any reason for doing so.
24. The proposed quantity to be procured in respect of each item is mentioned in the tender document in relevant page. However, the Director of Fire & Rescue Services Department, Chennai or any other authority empowered shall have the right or requiring a successful tenderer to supply a greater number or reduce the number than the number or quantity mentioned in the schedule.

25. Tenders will be liable to rejection for the following reasons apart from any other reasons mentioned anywhere else in this document.

- a. If the country of manufacture and of the origin of material used in manufacture of articles is not noted in the tender.
- b. If the tender is not in the form supplied by this Office or downloaded from the departmental website.
- c. If the offer is not as per the specifications mentioned in this tender document.
- d. If samples of / models of articles quoted are not submitted as and when required for technical evaluation test.
- e. If the tender is not accompanied by the receipt of Earnest Money.
- f. If the tenderer enters any restriction on other conditions in his tender.
- g. If the tenderer enters one rate in figures and another in words and declines to abide by the lower of the two.
- h. If the tenderer alters the period of supply or expunges any clause in the form of tender, and
- i. If the tender is presented without signature.

Reservation of rights

26. The authority competent reserves the rights:-

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

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

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

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

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

(5) The purchaser reserves the right to:-

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

Certificates and Details to be furnished

27. Latest sales tax verification certificate should also be appended with the tender document.

28. The following certificates should also be furnished, if

- i. Valid NSIC Registration Certificate, if registered under NSIC
- ii. Valid SSI Registration Certificate, if registered under SSI

CERTIFICATE BY THE TENDERER

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

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

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

| FORMAT PRICE BID FOR SUPPLY OF “Personal Protective Equipment and other items for fire fighters under Group VI” (Note: To be furnished in “ ENVELOPE –B”) (Price bid for different makes/models should be furnished in a separate sealed cover. This format may be Xeroxed for furnishing price bid for different make/ models) | | | | | | | | | |
|--|---|---|-----------|--|--|------------------------|---|---|---|
| S.No | i) Description of article ii) Make and Model iii)capacity iv) Country or origin of the article or components (Note: Rate should be given separately for each model. In respect of helmet with 14 LED headlamp-head band type, the cost for 14 LED headlamp-headband type should be furnished separately) | Basic Price (In case if the tenderer is abroad, the prices shall be quoted either in U.S.Dollars, Pounds, Euro or any other freely convertible currency) | Sales Tax | Other taxes,levies, charges including Customs duty, Excise duty and transportation charges etc. (specify the type of tax/charge and the amount for each such item) | Total including Sales Tax and all other taxes and levies and charges | Quantity as per tender | Grand Total for entire quantity including all other taxes, levies and charge and Sales Tax. | Please mention if any discount is offered | Other details (FOR terms, Payment terms, Validity and Delivery Schedule should be furnished in this format) |
| | | | | | | | | | |

Note: Additional sheet may be attached if necessary for furnishing the rates.

Signature of the Tenderer with sea