

THE STATE TRADING CORPORATION OF INDIA LTD. (A GOVT. OF INDIA ENTERPRISE)

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TENDER NO.: STC/HYD/GID/2017-18/01 DATED 29.11.2017

The State Trading Corporation of India Limited, Hyderabad on behalf of Andhra Pradesh State Disaster Response & Fire Services Department, Government of Andhra Pradesh invites offers from reputed manufacturers in India or Foreign Countries / Authorized Representatives in India of Foreign manufacturers in Two bid system (Technical & Price bids) for Supply, Delivery, Mounting, Testing and Commissioning of 1 No of Turn Table Ladder Platform of 55 Mtr. (working height) equipment

For details, please visit websites <u>www.stclimited.co.in</u> or <u>www.eprocure.gov.in</u>. Interested bidders must submit their bids online using e-Procurement portal of NIC (<u>www.eprocure.gov.in</u>) in the prescribed formats along with all necessary documents and information requested herein.

You are requested to submit your most competitive offer for the above product range. Bids against this tender shall be received only electronically through the e-procurement Portal of NIC (www.eprocure.gov.in/eprocure).

"No bids shall be accepted in hard copy or in any other form."

Any further Corrigendum/Addendum to the tender documents will be uploaded by STC only on website i.e. www.stclimited.co.in, www.eprocure.gov.in and no press advertisement shall be published for the same

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THE STATE TRADING CORPORATION OF INDIA LTD.

SECTION - I : INVITATION FOR BIDS

NAME OF WORK: Supply, Delivery, Mounting, Testing and Commissioning of 1 Nos of Turn Table Ladder Platform of 55 Mtr. (working height) equipment for Andhra Pradesh State Disaster Response & Fire Services Dept. Vijayawada.

The State Trading Corporation of India Limited, Hyderabad (STC) on behalf of Andhra Pradesh State Disaster Response & Fire Services Department (APSDRFS), Government of Andhra Pradesh invites offers from reputed manufacturers in India or Foreign Countries / Authorized Representatives in India of Foreign manufacturers in Two bid system (Technical & Price bids) for Supply, Delivery, Mounting, Testing and Commissioning of 1 No. of Turn Table Ladder Platform of 55 Mtr. (working height) equipment

APSDRFS will be referred to as "End-user" and The State Trading Corporation of India Limited, Hyderabad will be referred to as "STC/Buyer".

- 1. Bids are invited for the above-mentioned equipment from manufacturers or Authorized Distributors who have obtained written permission from manufacturers only. The details of Tender conditions and terms can be obtained from <u>www.stclimited.co.in</u> or <u>www.eprocure.gov.in</u>.
- 2. The EMD of Rs.**20,00,000/-** shall be paid in the form of DD drawn in favour of The State Trading Corporation of India Ltd., Hyderabad or Bank Guarantee (As per Format vide ANNEXURE-VII) from any Indian Nationalized Bank along with the Techno-commercial bid.
- 3. Period of Delivery of Equipment / Goods in complete manner as specified: 4 (Four) months from the issue of Letter of Award.
- 4. Last date to seek clarifications if any, is **27.12.2017.** Replies to the clarifications will be given through email.
- 5. The tenders are invited in two bid system i.e. cover #1 Techno-commercial Bid containing EMD, technical & commercial conditions and cover # 2 Price Bid containing financial details.
 - a) Last Date for uploading duly signed Tender Documents containing

Cover #1 Techno-commercial Bid & Cover # 2 Price Bid: Refer latest updated Schedule of events.

b)	Time and date of opening of tenders:	
	(i) Techno-commercial Bid(ii) Price Bid	Refer latest updated Schedule of eventsRefer latest updated Schedule of events

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or the dates happen to be Public Holidays.

6. Procedure for Submission of Bids:

Tenders will be opened online. If the date fixed for opening happens to be a holiday/due to net failure the tenders will be opened in the next working day at the same time.

The tender has two covers

- 1. Techno-commercial cover
- 2. Price Bid cover

The first cover i.e., the technical cover shall be uploaded with the following documents as per SECTION II: INSTRUCTIONS TO BIDDERS, Clause 5.

Cover #1: (Techno-commercial Bid) shall contain the certified copies of following documents:

- a. Registration certificate of the company.
- b. GST registration certificate (applicable to indigenous manufactures / firms).
- c. The Bid Security i.e., EMD shall be **Rs.20.00 Lakhs** for 1 No. of TTL 55 m. The EMD shall be paid in the form of DD drawn in favour of The State Trading Corporation of India Ltd, Hyderabad or Bank Guarantee from any Indian Nationalized Bank. In case of DD, same shall physically submitted before tender expiry at The State Trading Corporation of India Ltd, Hyderabad office located at 5th Floor, Mogul's Court, Basheerbagh, Hyderabad 500 001 in accordance with clause 15.
- Copy of the Audited Annual Accounts for last 5 years to prove an annual turnover of at least Rs. 20 Crores (Rupees Twenty Crores only) or equivalent foreign currency in any of the last 5 financial years.
- e. Documentary evidence establishing that the manufacturer has supplied minimum 5 Nos Turn Table Ladders with hydraulic Platform of required model with same working capacities, specifications and features as specified in the schedule of requirements. (Copy of Supply Order, copy of Certificate regarding satisfactory supply of the item issued by their purchasers, etc. should be enclosed).
- f. Particulars of Institution to whom similar supplies have been made.
- g. Original tender documents duly signed and stamped.
- h. Integrity Pact duly signed and stamped. (Annexure XII)
- i. Scanned copy of the agreement in the prescribed format in Stamp Paper worth Rs.100.
- j. Details of the manufacturer and the country of origin.
- k. Documentary evidence showing that the bidder is manufacturer of the tendered item. If the bidder is an authorized agent, the Principal's Certificate in this regard should be enclosed. The Principals have to issue a certificate to the effect that they will take responsibility if Indian agent fails to attend service or if there is any change in Indian Agency during Warranty/CMC period. Certificate from the Principal to continue/accept Service Contract at the rate mentioned in the purchase order in the event of change in Indian Agency to be submitted.
- 1. Documentary evidence showing that the offered model is approved by appropriate authority as per the Standards specified in the Technical Specification.
- m. Documentary evidence established in accordance with clause 14, that the goods and ancillary services to be supplied by the Bidder confirm to the goods and services as mentioned in the Bidding Documents. Scanned copy of the duly signed specification compliance statement shall be uploaded along with the offer, and the statement should be complete in all the details of specification. The bidder should upload the statement with complete details of specification even though there is no deviation for the product from the Technical Specifications.
- n. Documentary evidence showing that the bidder has service facilities with trained staff in India.
- o. An undertaking from the manufacturer to supply spares required for a minimum period of 10 years from the date of supply of equipment.

- p. Documentary evidence of list of work order in hand at the time of submission of tender.
- q. Product Brochures, Technical Literature, catalogues, drawings, illustrations etc.
- r. Check list with serial number and page number proving compliance.
- s. An undertaking to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners.
- t. Scanned copies of the declaration by the bidder on Stamp Paper worth Rs.100 to the effect that he/his partner/s or any of his directors is not involved in any Vigilance Case registered in connection with any supply made to this Department (Optional for the bidders from India only).

Cover # 2: Price Bid shall contain the schedule of Prices and quantities duly filled in signed and stamped in respective group.

- a. The price of goods 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 goods of domestic origin (Schedule A).
- b. The prices of goods quoted shall be FOB and CIF Indian Port basis (by sea freight) for goods of foreign origin (Schedule B).
- 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 Andhra Pradesh State Disaster Response & Fire Services, Vijayawada, Andhra Pradesh, India shall be included in the cost.
- e. Cost of spare parts with the list to be enclosed
- f. Cost of Comprehensive Maintenance for 5 (Five) years after Warranty period.

Soon on opening the technical bid of e-tenders, the committee constituted to evaluate the technical aspects of the instrument will meet and scrutinize the technical specification of the instrument submitted with the e-tender. The Price bids belonging to those manufacturers or Authorized Distributors who qualified in the technical bid of the instrument required by Andhra Pradesh Fire & Rescue Services Department alone will be considered.

The STC shall not hold any risk on account of problems with uploading of bids online. Similarly, if any of the certificates, documents, etc., furnished by the bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.

The STC will not hold any risk and responsibility for the loss in postal transit of documents.

The bidder should furnish the information on past supplies and satisfactory performance in the suggested proforma given in Section IX.

7. General Terms & Conditions:

- a) Availability of bid document (Techno-commercial & Price Bid) on our website <u>www.stclimited.co.in</u>. The bid documents have to be downloaded from above mentioned website & Scan Copy of the bid document shall be filled, duly signed and to be submitted online within the stipulated date & time.
- b) The documents that are issued shall only be considered for bid evaluation. In no circumstances, the tender document should be substituted. Such bids shall be summarily rejected.
- c) The Techno-commercial / Price bid, Certificates, documents, Bank Guarantee in respect of EMD are to be submitted online, so as to be uploaded on or before the last date of submission as per the Schedule of events. Original Demand Drafts for EMD to be physically submitted at STC Hyderabad Branch before last date of submission. No additional documents/statements will be accepted after the expiry of the time limit and the last date. Failure to furnish **EMD** & any of the documents, certificates before the last date and time of submission of bid document will entail

rejection of the bid. STC shall not be held responsible for any risk on account of e-procurement online submission. Similarly, if any of the certificates, documents, etc., furnished by the bidder are found to be false / fabricated / bogus submitted in proof of qualification, the bidder will be disqualified, blacklisted and action will be initiated as deemed fit and the EMD will be forfeited.

- d) The bidder has to submit the checklist also as per **Annexure-I** (Declaration Form) duly signed by them or their authorized signatory with seal.
- e) Notwithstanding anything stated above, STC reserves the right to assess the Bidders capabilities and capacity to perform the contract, if circumstances warrant such an assessment will be made in the overall interest of the STC in deciding the award.
- f) Documents for authorization in favour of nominated custom clearing shall be provided by STC.
- g) Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm etc. from any liability under the contract.

No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms and conditions and will provide a written agreement to this effect to the purchase officer. The contractors receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

h) EMD Exemption to MSEs – In case of the bidder being a Micro or Small Enterprise (MSE), relevant registration certificate to that effect should be mandatorily submitted. It should also be clearly indicated whether the MSE is owned by SC or ST entrepreneur, wherever applicable. MSEs producing valid certificate of registration will be exempted from payment of EMD. If the price quoted by an MSE is within L1+15%, it will be allowed to supply a portion (at least 20 percent of total tendered quantity) of requirement provided the enterprise is able to match the L1 price and the L1 price is from a bidder other than an MSE. In case of two or more MSEs quoting price within L1+15%, order will be divided as deemed fit by STC.

Micro or Small Enterprises (MSEs) producing valid certificate of registration are given exemption from payment of Earnest Money Deposit (EMD) only if the items being tendered for are being manufactured by them.

i) <u>INDEMNITY</u>

Without any protests or demur, supplier shall always keep STC and its directors, officers, branches etc fully indemnified and agrees to hold STC and and its directors, officers, branches etc harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/quality/weight/purity, marking/specifications, etc of the material, costs or expenses of whatsoever nature, costs to STC on account of supplier/handling agent/omissions/negligence/mistake/misconduct breach or default and/ or non-fulfilment of terms and conditions of this agreement by the Successful bidder, its agents, or representatives under this e-tender or under the applicable laws of India. The supplier shall keep STC and its directors, officers, branches etc indemnified at all times against any claims/liabilities/proceedings, etc. from any third party or otherwise arising out/or in connection with this Tender.

j) Force Majeure

i. "If at any time during the existence of this tender either party is unable to perform in whole or in part any obligation under this order because of war, hostility, civil commotion, sabotage, quarantines restrictions acts of God and acts of Government (including but not restricted to

prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes, then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.

- ii. Any waiver/ extension of time in respect of the delivery of any installment or part of the goods shall not deemed to be waiver / extension of time in respect of the remaining deliveries."
- iii. If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- iv. The party which is unable to fulfill its engagements under the contract/ tender must within 15 (fifteen) days of occurrence of any of the causes mentioned in this clause, shall inform the other party of the existence of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of seller or the Buyer shall be sufficient proof of existence of the above circumstances and their duration. Non availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract.

k) Fall clause

- i. The prices offered under the tender by the bidder shall in no event exceed the lowest price at which bidder sells the items of identical specification to any person/ organization.
- ii. If during the said period, the bidder reduces the offered price, sells or offers to sell such items to any person/ organization at a price lower than the price offered under the tender, it shall forthwith notify such reduction or offer of sale to the STC and the price payable under the contract for the items shall stand corresponding reduced.

8. Schedule of events:

a	Date of Publication of Tender	29.11.2017
b	Date of pre-bid meeting with bidders at O/o Director General, APSDRFS, Vijayawada	14.12.2017 at 1100 HRS
c	Last date for seeking clarification.	27.12.2017 1500 HRS
d	Intimation to the bidders regarding final bid document.	10.01.2018
e	Last date for uploading the bid documents and receipt of filled up & duly signed downloaded tender documents containing (scan copies). (EMD in the form of DD to be submitted physically at STC, Hyderabad Office on or before last date) a) Cover # 1 Technical bid b) Cover # II Price Bid	29.01.2018 By 1500 HRS
f	Date & Time of Opening Technical bid.	29.01.2018 1530 HRS
g	Date & time of Opening of Price Bid	28.02.2018 1500 HRS

Clause Number	Торіс	Clause Number	Торіс
	A. Introduction		D. Submission of Bids
1	Source of funds	18	Sealing & Marking of Bids
2	Eligible Bidders	19.	Dead line for submission of Bids
3	Eligible Goods & Services	20	Late Bids
4	Cost of Bidding	21	Modification & Withdrawal of Bids
	B. Bidding Documents		E. Bid Opening & Evaluation
5.	Content of Bidding Document	22.	Opening of Bids
6.	Clarification of Bidding Documents	23	Clarification of Bids.
7	Amendment of Bidding Documents	24	Preliminary Examination.
	C. Preparation of Bids	25.	Conversion to single currency.
8	Language of Bid	26.	Evaluation & comparison of Bids
9	Documents comprising the Bid	27.	Margin of Preference
10	Bid form	28	Contacting the Buyer/End-user.
11	Bid prices		F. Award of contract
12	Bid currencies	29	Post qualification
13	Documents establishing , Bidders Eligibility & qualifications	30	Award criteria
14	Documents establishing goods, eligibility & conformity to bid documents.	31	Buyer/End-users right to vary quantities at time to award
15	Bid security	32	Buyer/End-users s right to accept any bid or reject any or all bids.
16	Period of validity of Bids	33.	Notification of award
17	Format & signing of Bid Bids.	34	Signing of contract
17.3	Integrity Pact	35.	Performance security.

iii. SECTION - II: INSTRUCTIONS TO BIDDERS - TABLE OF CLAUSES (IBTC)

A. INTRODUCTION

- 1. Source of funds: APSDRFS (GoAP) will provide funds for purchase of Equipment/Goods.
- 2. Eligible Bidder: This invitation for Bids is open to all manufacturers / authorized distributors.

3. Eligible Goods and Services:

- 3.1 All goods and ancillary services to be supplied under the contract shall have their origin in eligible source.
- 3.2 For purpose of this clause, "origin" means the place where the goods are mined, grown, manufactured or produced or from where the ancillary services are supplied. Goods are produced through manufacturing processing or through a substantial and major assembling of components. A commercially recognized product should be substantially or intrinsically different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services may or may not be distinct from the nationality of the Bidder.

4. Cost of bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the STC hereinafter referred to as "Buyer" or APSDRFS as " the End-user", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

5. Contents of Bidding Document:

5.1 The specifications of the goods and the ancillary services required, bidding procedures and contract conditions are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents include:

Instruction to Bidders; General conditions of contract; Special conditions of contract; Schedule of requirements; Technical specifications; Bid form and price schedules; Bid security form; Performance security form & Performance statement form

5.2 The bidder is expected to examine and carefully go through all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders risk and may result in rejection of its bid.

6. Clarification on bidding documents:

6.1 The qualified Bidder requiring any clarification on the bidding document may notify the Buyer in writing at the buyers email / mailing address indicated in the Invitation for bids. The End-user/STC will respond through email / writing to any request for clarification of the Bidding documents if the same is received on **or before 27.12.2017.**

7. Amendment to Bidding documents:

- 7.1 At any time prior to the deadline for submission of bids, the Buyer may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the bidding documents by amendment.
- 7.2 The amendment/corrigendum/addendum will be notified on the website of STC i.e. <u>www.stclimited.co.in</u> or <u>www.eprocure.gov.in</u> and no press advertisement will shall be published for the same. The prospective bidders are requested to please keep visiting our STC Website for any amendment/corrigendum/addendum to tender/bid documents and submit their bids accordingly.
- 7.3 In order to provide qualified Bidders reasonable time to take the amendment into account in preparing their bid, the Buyer may, at its discretion, extend the deadline for the submission of bids.

C. **PREPARATION OF BIDS:**

8. Language of Bid.

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged between the bidder and the Buyer, shall be written in the **English language only**, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of the same, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

9. Documents comprising the bid:

The bid prepared by the bidder shall comprise the following components:

Cover #1: (Techno-commercial Bid) shall contain the certified copies of following documents.

- a. Registration certificate of the company.
- b. GST registration certificate (applicable to indigenous manufactures / firms).
- c. The Bid Security i.e., EMD shall be **Rs.20.00 Lakhs** for 1 No. of TTL 55 m. The EMD shall be paid in the form of DD drawn in favour of The State Trading Corporation of India Ltd, Hyderabad or Bank Guarantee from any Indian Nationalized Bank. In case of DD, same shall physically submitted before last date of submission at The State Trading Corporation of India Ltd, Hyderabad office located at 5th Floor, Mogul's Court, Basheerbagh, Hyderabad 500 001 in accordance with clause 15.
- d. Copy of the audited balance sheet for last 5 years to prove an annual turnover of at least Rs. 20 Crores (Rupees Twenty Crores only) or equivalent foreign currency in any of the last 5 financial years.
- e. Documentary evidence establishing that the manufacturer has supplied minimum 5 Nos Turn Table Ladder with hydraulic Platform of required model with same working capacities, specifications and features as specified in the schedule of requirements. (Copy of Supply Order, copy of Certificate regarding satisfactory supply of the item issued by their purchasers, etc. should be enclosed).
- f. Particulars of Institution to whom similar supplies have been made.
- g. Original tender documents duly signed and stamped.
- h. Integrity Pact duly signed and stamped. (Annexure XII)
- i. Scanned copy of the agreement in the prescribed format in Stamp Paper worth Rs.100.
- j. Details of the manufacturer and the country of origin.
- k. Documentary evidence showing that the bidder is manufacturer of the tendered item. If the bidder is an authorized agent, the Principal's Certificate in this regard should be enclosed. The Principals have to issue a certificate to the effect that they will take responsibility if Indian agent fails to attend service or if there is any change in Indian Agency during Warranty/CMC period. Certificate from the Principal to continue/accept Service Contract at the rate mentioned in the purchase order in the event of change in Indian Agency to be submitted.
- 1. Documentary evidence showing that the offered model is approved by appropriate authority as per the Standards specified in the Technical Specification.
- m. Documentary evidence established in accordance with clause 14, that the goods and ancillary services to be supplied by the Bidder confirm to the goods and services as mentioned in the Bidding Documents. Scanned copy of the duly signed specification compliance statement shall be uploaded along with the offer, and the statement should be complete in all the details of specification. The bidder should upload the statement with complete details of specification even though there is no deviation for the product from the Technical Specifications.
- n. Documentary evidence showing that the bidder has service facilities with trained staff in India.
- o. An undertaking from the manufacturer to supply spares required for a minimum period of 10 years from the date of supply of equipment.
- p. Documentary evidence of list of work order in hand at the time of submission of tender.
- q. Product Brochures, Technical Literature, catalogues, drawings, illustrations etc.
- r. Check list with serial number and page number proving compliance.
- s. An undertaking to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners.
- t. Scanned copies of the declaration by the bidder on Stamp Paper worth Rs.100 to the effect that he/his partner/s or any of his directors is not involved in any Vigilance Case registered in

connection with any supply made to this Department (Optional for the bidders from India only).

Cover # 2: Price Bid shall contain the schedule of Prices and quantities duly filled in signed and stamped in respective group.

- a. The price of goods 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 goods of domestic origin (Schedule A).
- b. The prices of goods quoted shall be FOB and CIF Indian Port basis (by sea freight) for goods of foreign origin (Schedule B).
- 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 Andhra Pradesh State Disaster Response & Fire Services, Vijayawada, Andhra Pradesh, India shall be included in the cost.
- e. Cost of spare parts with the list to be enclosed.
- f. Cost of Comprehensive Maintenance for 5 (Five) years after Warranty period.

10. Bid Form:

The Bidder shall complete the bid form and the appropriate price schedule (two separate sealed covers) in the Bidding documents, indicating for the goods to be supplied, brief description of the goods, their country of origin, quantity and prices.

11. Bid prices:

11.1 The bidder shall indicate on the appropriate price schedule of the Price bid the unit prices and total bid prices of the goods it proposes to supply under this contract and in case of goods of foreign origin in F.O.B. (free on board) and CIF (cost, insurance and freight) cost. All the columns shown in the price schedule should be filled up as required. If any column does not apply, the same should be clarified as "NA" by the bidder. In case there is no column for a particular component/item/service in the price schedule, the same should be mentioned by the bidder and price should be accordingly quoted.

11.2 a) If offered from within India:

- i. Prices shall be given in price **Schedule-A.**
- ii. The rate quoted shall be inclusive of all duties, taxes other levies payable by the Firm/Agency as per State /Central Government rules applicable in India. However, the breakup of the price shall be indicated in the price bid. GST and any other statuary duty, tax levy etc., shall be paid to the seller as per the rate applicable on the date of supply on actual basis.

b) If offered from outside India:

- i. The prices shall be given in price Schedule-B.
- ii. The custom duty as applicable shall be paid on actual by STC.
- 11.3. Prices indicated on the price schedule shall be entered separately in the following manner: The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales and other taxes including transportation, installation, commissioning at site and all operational and incidental charges etc., However, the breakup of the price shall be distinctly indicated in the price bid.

- 11.4 The Bidder's separation of the price components in accordance with Para 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Buyer and will not in any way limit the Buyer's right to contract on any of the terms offered.
- 11.5 Fixed Price: Price quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to clause 28 and such bids shall be rejected.

12. Bid Currencies:

- 12.1 Price shall be quoted in the following currencies:
 - (a) For goods and services which the Bidder will supply from within the Buyer's Country, the prices shall be quoted in Indian Rupees: and
 - (b) For goods and services which the bidder will supply from outside the Buyer's country, the prices shall be quoted either U.S. Dollars or in the freely convertible currency.
 - (c) Payment of services like insurance, warehousing, custom clearance, handling, transportation etc., within India shall be paid as per actual.
- 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 his/ her / their 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 bidders' eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidders qualifications to perform the contract if its bid is accepted, shall establish to the purchaser satisfaction;
 - (i) The legal status, place of registration and principle place of business of the company or firm or partnership etc.
 - (ii) Details of experience and past performance of the bidder on specified item offered in the bid and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section IX)
 - (iii) The GST registration, latest clearance certificate from Sales Tax and Income Tax departments. (Wherever applicable)

14. Documents Establishing Goods 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 the bidding document of all goods and services which the bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the goods and services eligibility shall consist of statement in the price schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 14.3 The documentary evidence of the goods and service's conformity to the bidding documents may be in the form of literature, drawings, data etc. The bidder shall furnish:

- a. A detailed description of the goods and the essential technical and performance characteristics of the goods.
- b. A clause by clause commentary on the End-user's technical specifications of the goods and services and bidders' offer for the goods and services substantiating compliance to those specifications or deviations and exceptions from / to the Technical specifications.
- 14.4 For purpose of the commentary to be furnished pursuant to clause 14.3 above, the bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by the End-user in its technical specifications are intended to be descriptive and indicative only and not restrictive. The bidder may offer alternate standards, brand name and / or catalogue numbers in its bid, provided that the same are to the End-user's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical specifications.

15. **Bid security:**

- 15.1 Pursuant to Clause 9, the Bidder shall furnish, as part of bid security i.e., the EMD shall be Rs.20 Lakhs or its equivalent in US Dollars for 1 Nos. of Turntable Ladder 55 mtrs. The EMD shall be paid in the form of DD drawn in favour of The STC of India Ltd., Hyderabad or Bank Guarantee from any Indian Nationalized Bank along with the Techno-commercial bid. In case of DD, same shall physically submitted before tender expiry at The State Trading Corporation of India Ltd, Hyderabad office located at 5th Floor, Mogul's Court, Basheerbagh, Hyderabad 500 001.
- 15.2 The bid security i.e., EMD is required to protect the Buyer against risk of bidders conduct which would warrant the security forfeiture, pursuant to clause 15.6
- 15.3 Any bid not secured in accordance with Para 15.1 above will be summarily rejected by the Buyer.
- 15.4 Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the Buyer pursuant to clause 16.
- 15.5 The successful Bidder's bid security will be discharged upon the Bidders executing the contract satisfactorily and it shall be refunded only upon successful completion of the warranty period.
- 15.6 The bid security may be forfeited;
 - (a) If a Bidder withdraws its bid during the period of bid validity; or
 - (b) In case of 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.
 - (c) If the Bidder does not accept the arithmetically corrected amount as per the provision provided in this document, the Bid will be rejected and the Bid security may be forfeited.

16. Period of validity of Bids.

- 16.1 <u>Bids shall remain valid for 180 days after the date of bid opening</u> prescribed by the Buyer pursuant to Clause 19.1. A bid valid for shorter period may be rejected by the Buyer as non-responsive.
- 16.2 In exceptional circumstances, the Buyer may solicit the Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax). A bidder may refuse the request without forfeiting its bid security.

17. Format and signing of Bid:

17.1 The bid shall be typed or written in inedible ink and shall be signed by the Bidder or a person or persons duly authorized to bid the contract. The letter of authorization shall be supported by

'power-of-attorney' accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid with the seal of the firm.

17.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors and made by the bidder in which case such corrections shall be initialed by the person or persons authorized to sign the bid.

17.3 **INTEGRITY PACT**: (Annexure XII)

- 17.3.1 Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Schedule-), which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link http://www.stclimited.co.in/corporatecommitments/Integrity-pact.aspx. The Bidder(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- 17.3.2 The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.
- 17.3.3 Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
- 17.3.4 All sub-contractors/associates whose contribution in the tender is above 5 crore shall sign IP with STC after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.
- 17.3.5 The Independent External Monitors (IEMs) for this tender shall be Mr. K.K. Sinha. All correspondence to them regarding implementation of IP should be addressed to : Mr (Name of IEM), IEM, C/o Chairman & Managing Director, State Trading Corporation of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110 001.

D. SUBMISSION OF BIDS:

18. Submission of Bids:

18.1 Cover # 1 Techno-commercial Bid containing technical & commercial conditions and Cover # 2 Price Bid containing financial details to be submitted online. The cover # 1 will be opened on due dates as specified in the NIT. The Cover # 2 will be opened only after opening of Cover # 1 after receipt of clarification, if any, from the bidders. The due date of opening of Cover # 2 will be communicated to the prospective bidders or their authorized agents **seven** days in advance.

19. Deadline for submission of bids:

- 19.1 The bids must be submitted online not later than the date as specified in the updated calendar of events.
- 19.1.1 The Buyer may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with clause 7 in which case all rights and obligations of the Buyer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids:

Bids will not be accepted after the stipulated date and time as indicated in latest / updated calendar of events.

21. Modification and withdrawal of Bids:

No bid may be withdrawn during the period between submission of bids and the expiry of the period of bid validity period as specified. Withdrawal or modification of bid during this interval may result in the Bidders forfeiture of its bid security i.e. EMD, pursuant to Clause 15.6

E. BID OPENING AND EVALUATION:

22. Opening of Bids:

The Techno-commercial bids will be opened by the Branch Manager, STC or his nominee at the time and date as specified in the Calendar of Events. All the Statements, documents, certificates, Demand Draft / Bank Guarantee etc., submitted by the bidder shall be considered for technical evaluation. The Techno-commercial bids will be evaluated against the specified parameters, criteria and specifications. The result of Techno-commercial bids evaluation will be intimated to all the qualified as well as unqualified bidders.

23. Clarification on Bids:

To assist in the examination, evaluation and comparison of bids, the purchaser may at his discretion, ask the Bidder for clarification on his /her/ their bid. The request for clarification and the response shall be in e mail / writing and no change in price or substance of the bid shall be sought, offered or permitted.

24. Preliminary Examination

- 24.1.1 The Buyer will examine the bids to determine whether they are complete or any computational errors have been made or required securities have been furnished or the documents have been properly signed and will see that the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per SECTION X shall be summarily rejected.
- 24.1.2 Arithmetical errors will be rectified on the following basis:
 - a) If there is 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 errors, his bid will be rejected and the bid security i.e. EMD will be forfeited.
 - b) If there is a discrepancy between words and figures, the rate in words will prevail.
- 24.1.3 Prior to the detailed evaluation, pursuant to clause 26, the Buyer 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 Buyer's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extraneous / external evidence.
- 24.1.4 A bid determined as not substantially responsive will be rejected by the Buyer.
- 24.1.5 The Buyer may waive any minor non-conformity or inadvertent omission in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 24.1.6 The amount stated in the Bid will be adjusted by the Buyer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, the same shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid security may be forfeited.
- **25. Conversion to single currency:** The prices shall be quoted either in Indian Rupees (INR) or U.S. Dollars or in freely convertible international currency.

26. Evaluation and comparison of Price Bids:

- 26.1 The Buyer in consultation with End-user will evaluate and compare the price bids of all the bidders qualified in the Techno-commercial bid.
- 26.2 The Buyer's evaluation of a bid will exclude any allowance for price adjustment during the period of execution of the contract.
- 26.3 The Bid Prices will be compared including Comprehensive Maintenance Cost (CMC) quoted by the bidders.
- 26.4 While evaluating the bid, the Buyer will consider price of incidental services in addition to the bid Price. The Buyer's evaluation of a bid will take into account, in addition to the bid price (Exfactory/ ex-warehouse/off the shelf price of the goods, 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 goods, excise duty on the finished goods, if payable) price of incidental services.
- 26.5 While evaluating the bid, the Buyer will consider Cost of inland transporting, insurance and other costs within India incidental to the delivery of the goods to their final destination.
- 26.6 The cost of maintenance for Five (05) years of operation after the period of warranty will also be taken into account while evaluating bid price. The total cost of this component will be computed from the Comprehensive Maintenance Charges submitted by the bidder and added to the bid price for evaluation.

27. Margin of Preference: - Deleted -

28. Contacting the Buyer/End-user.

- 28.1 No bidder shall contact the **Buyer or the End-user** on any matter relating to the bid from the time of the bid submission up to the time of the contract is awarded.
- 28.2 Any effort by a bidder to influence the **Buyer or the End-user** in the Buyer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidders bid and forfeiture of bid security i.e. EMD.

F. AWARD OF CONTRACT

29. Post - Qualification

- 29.1 In the absence of pre-qualification, the Buyer in consultation with End-user will determine to his satisfaction whether the bidder who has submitted the lowest evaluated price bid is technically qualified to satisfactorily perform the contract.
- 29.2 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 Buyer deems necessary and appropriate.
- 29.3 An affirmative determination will be 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 Buyer will proceed to the next lowest evaluated price bid to make a similar determination of that bidders capabilities to perform satisfactorily.

30. Award Criteria:

- 30.1 Subject to clause 32, the Buyer will award the contract to the successful Bidder whose bid has been determined to be substantially 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.
- 30.2 The Buyer reserves the right to call the lowest bidder for negotiation on the price bid if deem fit to do so.

31. Buyer's right to vary quantities at the Time of Award:

The Buyer reserves the right at the time of award of contract to increase or decrease to any extent of the quantity of goods and services specified in the schedule of requirements without any change in price or other terms and conditions.

32. Buyer's right to accept any Bid and to reject any or all Bids:

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

33. Notification of Award:

- 33.1 Prior to the expiry of the period of the bid validity, the Buyer will notify the successful Bidder in writing by registered letter or cable or telex or email, duly confirming that the bid has been accepted.
- 33.2 The notification of award will constitute the formation of the contract.
- 33.3 Upon the successful Bidder's furnishing of performance security, pursuant to Clause 35, the Buyer will promptly notify each unsuccessful Bidder and will discharge bid security i.e. EMD of the unsuccessful bidders pursuant to Clause 15.

34. Signing of contract:

Within 21 days of receipt of the notification of award, the successful Bidder shall sign the contract.

35. Performance Security:

- 31.1 Within 21 days of the receipt of notification of award from the Buyer, 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 and will sign the agreement.
- 31.2 Failure of the successful Bidder to comply with the requirement of Clause 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Buyer may make the award to the next lowest evaluated bidder or call for new bids.

SECTION - III: GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In this contract, the following terms shall be interpreted as indicated;

- (a) "The contract" means the agreement entered into between the Buyer STC, (on behalf the End-user) and the supplier, as recorded in the contract form signed by the parties, including all the attachments, sections, annexure, appendices etc. thereto and all documents incorporated by references therein.
- (b) "The contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all the equipment and / or other materials which the supplier is required to supply to the Buyer under the contract.
- (d) "Services" means services ancillary to the supply of the goods, such as transportation, insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered under the contract.
- (e) "The Buyer" means "STC" on behalf of the End-user, Andhra Pradesh state disaster response and Fire Services (APSDRFS).
- (f) "The Supplier" means the individual or firm supplying the goods under this contract.
- (g) "Bid Security" means the Earnest Money Deposit (EMD).
- (h) "Bidder" means the Firm/supplier/vendor/agency/contactor, the individual supplying the goods under this contract on award of contract.
- (i) "CMC" means Comprehensive Maintenance Cost.
- (j) "GOAP" means Government of Andhra Pradesh
- (k) "IBTC" refers to Instructions to Bidders and table of clauses

2. Application:

These General conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. Country of Origin: ------ (Please furnish the details)

4. Standards:

The Goods supplied under this contract shall conform to the standards mentioned in the Technical specifications and when no applicable standard is mentioned, the authoritative standard appropriate to the good's country of origin shall be followed and such standard should be the latest one issued by the concerned institution.

5. Use of contract documents and Information:

- 5.1 The supplier shall not without the Buyer's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Buyer in connection therewith to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the Buyers prior written consent make use of any document or information enumerated in Clause 5.1 except for purposes of performing the contract.

5.3 Any document other than the contract itself enumerated in Clause 5.1 shall remain the property of the Buyer and shall be returned (in all copies) to the Buyer on completion of the suppliers performance under the contract if so required by the Buyer.

6. Patent Rights:

The supplier shall indemnify the Buyer against all third party claims of infringement of patent, trademark for industrial design rights arising from use of the goods or any part thereof in India.

7. Performance Security

- 7.1 Within 21 days after the suppliers' receipt of letter of award, the supplier shall furnish performance security to the Buyer for an amount of 10 % of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations. Separate performance guarantee at 10 % of total CMC cost for Five years which will be valid up to 60 days after completion of CMC period shall be furnished after the date of completion of performance obligations
- 7.2 During the warranty period the bidder shall be liable to make all the arrangements necessary for preventive maintenance for round the clock uninterrupted operation of the TTL. It shall be forfeited in case of any manufacturing defect is found in the TLL during warranty period or bidder doesn't attend the repairing and changing of the parts in due time. The time period for this purpose shall be minimum time period determined by APSDRFS so as to ensure round the clock uninterrupted operation of the TTL.

The proceeds of the performance security shall be payable to the Buyer as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract

- 7.3 The performance security shall be denominated in "Indian Rupees" and it should be submitted by way of a bank guarantee drawn in favour of The State Trading Corporation of India Ltd Hyderabad issued by scheduled nationalized bank located in India acceptable to the Buyer and in the form provided in the bid document or by way of a Banker's Cheque or Demand Draft drawn in favour of The State Trading Corporation of India Ltd Hyderabad issued by scheduled nationalized bank located in India
- 7.4 The performance security will be discharged by the Buyer and returned to supplier "not later than 60 days" following the date of completion of the suppliers' performance obligations, including warranty obligations under the contract.
- 7.5.1 In the event of any contract amendment, the supplier shall within 21 days of receipt of such amendment furnish the amendment to the performance security rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

8. Inspections and Tests:

- 8.1 The Buyer or End-user or his representatives shall have the right to inspect and / or to test the Goods to confirm their conformity to the contract. The special conditions of contract and / or the Technical specifications shall specify what inspections and tests the Buyer requires and where they are to be conducted. The Buyer shall notify the supplier in writing of the identity of any representatives retained for these purposes.
- 8.2 The pre-dispatch inspections and tests may be conducted by the End-user or their appointed internationally reputed third party inspection agency like SGS etc. in the premises of the supplier/manufacturer or its subcontractor(s).

- 8.3 Should any inspected or tested goods fail to conform to the specifications the End-user may reject them and the supplier shall either replace the rejected goods or make alternatives necessary to meet specifications, requirements free of cost to the End-user.
- 8.4 The Buyers/Purchasers right to inspect test and where necessary reject the goods after the goods arrival at site and shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Buyers/Purchasers or its representative prior to the goods shipment from the country of origin.
- 8.5 Nothing in Clause 8 shall in any way release the supplier from any warranty or other obligations under this contract.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration where appropriated the remoteness of the Good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements, as shall be provided for in the contract and subject to Clause 19 and any subsequent instructions ordered by the Buyer.

10. Delivery and Documents

Delivery of the Goods shall be made by the supplier in accordance with the terms specified by the Buyer in the Notification of Award.

11. Insurance

The goods supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the special conditions of contract.

12. Transportation

- 12.1 Where the supplier is required under the contract to deliver the goods to a destination specified in the contract, shall be arranged and paid by the supplier and the cost thereof shall be included in the contract price.
- 12.2 Where the supplier is required to affect delivery under any other terms, the supplier shall be required to meet all transport and storage expenses until delivery.
- 12.3 In all the above cases, transportation of the Goods after delivery shall be the responsibility of the End-user.

13. Incidental services.

As specified in the special conditions of contract, the supplier may be required to provide Inland Transportation Insurance and other service under the contract.

14. Spare Parts:

14.1 Supplier shall maintain sufficient inventories to assure ex-stock supply of consumables spares, accessories, components and other spares and shall ensure delivery of the same as prompt as possible but in any case within Thirty (30) days of placement of order.

- 14.2 The supplier shall be required to provide any of the following materials and notifications pertaining to spare parts manufacturer or distribution or by the supplier.
 - (a) such spare parts as the End-user may select to purchase from the supplier providing that this selection shall not relieve the supplier of any warranty obligations under the contract and
 - (b) In the event of termination of production of the spare parts;
 - (i) advance notification to the End-user of the pending terminating in sufficient time to permit the purchaser to procure needed requirements ; and
 - (ii) Following such termination, furnishing at no cost to the End-user/Buyer, the blueprints, drawing and specifications of the spare parts, if and when requested.

15. Warranty

- 15.1 The supplier warrants that the Goods supplied under this contract will have the Bidder furnish as part of its bid security in the amount specified. The supplier further warrants that the goods supplied under this contract shall have no defect arising from design materials or workmanship or from any act or omission the supplied goods in conditions obtaining in the country of final destination.
- 15.2 This warranty shall remain valid for **60 months** after the goods have been delivered at the final destination indicated in the contract, unless specified otherwise in the special conditions of the contract. The warranty period starts from date of commissioning after installation by the firm.
- 15.3 The End-user/Buyer shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall within 15 days repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No Claim whatsoever shall lie on the End-user for the replaced parts/goods thereafter. If the supplier has not done repair / replacement within the time specified above, the End-user will assess the cost of having the repairs/replacements done and the supplier will pay this amount.
- 15.5 If the supplier having been notified, fails to remedy the defect (s) within a reasonable period, the End-user may proceed to take such remedial action as may be necessary, at the suppliers risk and expenses and without prejudices to any other right which the Buyer/End-user may have against the supplier under the contract.

16. Training

- 16.1 The successful bidder has to arrange a training (i) for minimum three (3) officers/ officials as nominated by Director General of Fire & Emergency Services, Andhra Pradesh for a sufficient period as mutually agreed and (ii) for the personnel of APSDRFS Seven (07) personnel in handling, operation and maintenance of the Turn Table platform.
- 16.2 The training period shall consist of minimum 15 days at APSDRFS premises in **Andhra Pradesh**. The training shall cover the following areas.
 - a) Fire Fighting and Rescue operations.
 - b) Operation, handling and maintenance of the Turn Table Ladder platform
 - c) Emergency procedures and trouble shooting.
- 16.3 All the expenses towards the training including the cost in addition to training material and the cost of tools and equipment and consumables required at the time of training shall be included in the quoted rate. No extra payment will be made in this regard under any circumstances. The training Programme shall be chalked out in consultation with Director General of Police & Director General of Fire and Emergency Services.
- 17. Inspection:

The successful bidder shall have the work inspected and approved at the following stages by the Director General of Fire and Emergency Services or his authorized representative.

- a) Chassis inspection prior to collection from dealer
- b) Visual inspection and testing and working of all the tools and equipment, Paint finishing and logo writing.
- c) Final Inspection and Road test of the Vehicle.

18. Payment:

- 18.1 The method and conditions of payment to be made to the supplier under the contract shall be specified in the special conditions.
- 18.2 The Supplier's request(s) for payment shall be made to the Buyer in writing accompanied by an invoice describing as appropriate the goods delivered and the services performed and by shipping document, submitted pursuant to Clause 10 to 12 and upon fulfillment of other obligations stipulated in the contract.

18.3.1

I. For Imported Item

LC to be established for 100% value and 90% (Ninety Percent) payment will be released against submission of documents along with satisfactory certificate of pre-dispatch inspection and balance 10% (ten percent) payment shall be payable after satisfactory installation/demonstration of the goods at the premises of end-user department and receipt of certificate for same from end user department. In case of LC, all bank charges (including LC confirmation charges) payable outside India would be to Seller's account.

Payment Against the letter of Credit/Wire Transfer for 90% of the value will be available against presentation of the following documents and also on proof of evidencing of shipment.

- i. 3+3 Complete set of Original Clean Bill of Lading. The Bill of Lading shall be in the name of THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500001, INDIA AND MARKED FREIGHT PREPAID.
- Signed invoice in three copies giving letter of credit No., Order No. and date respectively. The invoice shall be in the name of : THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500 001, INDIA. Invoice shall have goods description, quantity, unit price, total amount
- **iii.** Certificate of satisfactory Pre-dispatch inspection report and Supplier factory inspection report.
- **iv.** Certificate showing goods of **ORIGIN** issued by Chamber of Commerce or Equivalent Body in Duplicate.
- v. Specifications and Packing list three copies.
- vi. Manufacturer's guarantee certificate three copies.

- vii. Certificate from the manufacturer to the effect that the goods conform to the manufacturers standards and are new (Production Month in Year 2017/18) and free from any latent or patent defects and are strictly as per Specifications mentioned in STC's Order
- viii. Insurance Policy/ Certificate showing End-user as beneficiary one original and two copies.
- **ix.** Copy of FAX MESSAGE (Fax No.00-91-040-2323 6786) marked to General Imports Division, sent by the seller within 24 hours of issuance of Bill of Lading to buyer notifying the details of the BL No., Goods freighted, total invoice value, Name of the Shipping Line loading port and date of departure of the vessel and expected time of its arrival at the Indian Port.
- Certificate from the seller that one set of non-negotiable documents mentioned under (a) to (l) above has been airmailed/couriered to the following within 10 Days of departure of the vessel in addition to one set of non-negotiable document sent with the vessel to:

THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500 001, INDIA

Balance 10 (Ten) Percent payment under the LC shall be released/payable only after receipt of certificate of satisfactory installation, demonstration & training of the Equipment to be issued by the end-user department (Annexure X), after receipt and examination of equipment at their premises in India.

II. In case Manufacturer is based in India.

Payment for domestic supply via RTGS for 100% value will be available against presentation of the following documents

- i. Signed and stamped invoice (Three original) giving details of order number and date. The invoice shall be in the name of the The State Trading Corporation of India Ltd., Hyderabad and end-user department as a consignee. Invoice shall have goods description, quantity, unit price, total amount.
- **ii.** Receipt of certificate of satisfactory installation, demonstration & training of the Equipment to be issued by the end-user department (Annexure X).
- **iii.** Three copies of Satisfactory Pre-Dispatch Inspection certificate issued by the nominated inspection agency and the Supplier factory inspection report.
- iv. Specifications and Packing List Three copies.
- v. Authorized Dealers / suppliers guarantee certificate Three copies.
- vi. Manufacturer's/Supplier's guarantee certificate Three copies.

- vii. Insurance Policy/ Certificate showing End-user as beneficiary one original and two copies.
- 18.4.1 Payment shall be made in Indian rupees or in freely convertible foreign currency for imports. In case of local supply or certain items are locally supplied for an otherwise imported item, the same shall be quoted in INR and the payment for same shall be made in INR only.
- 18.4.2 All the bills relating to custom duty, insurance, warehousing, handling, transportation etc., should be raised in the favour of the Buyer.
- 18.4.3 Acceptance/Clearance: The final acceptance of the quality and quantity of the goods dispatched shall be at the final place of destination in India after inspection of the goods by the end- user or its nominee. Supplier will be liable to accept without contest claims filed by the end-user or the STC regarding short supply/defective/substandard quality of goods if any as found on arrival in India or after inspection at the final destination on the basis of certificate from the end-user department/STC to support the claim. The supplier to inform the list of installation pre-requisites immediately on receipt of order.

19. Prices:

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in its bid during the performance of contract.

20. Change in Orders:

- **20.1** The Buyer in consultation with End-user department may at any time by written orders given to the supplier pursuant to Clause 31 of IBTC, make changes within the general scope of the contract in any one or more of the following;
 - (a) drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the End-user;
 - (b) the method of shipping / airlifting or packing;
 - (c) the place of delivery; or
 - (d) the services to be provided by the supplier;
- 20.2 If any such changes causes an increase or decrease in the cost or the time required for the suppliers 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 claims 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 Buyer's change order.

21. Contract Amendments:

Subject to Clause 20, no variation in modification of the terms of the contract shall be made except by written amendment signed by the parties.

22. Assignment:

The supplier shall not assign in whole or in part, its obligations to perform under the contract, except with the Buyers' prior written consent.

23. Sub-contracts:

The supplier shall notify the Buyer in writing of all subcontracts awarded under the contract if not already specified in his/her/their bid. Such notification, in his/her/their original bid or later, shall not relieve the supplier from any liability or obligation under the contract. Sub-contract shall be only for bought-out items and sub-assemblies.

24. Delays in the suppliers' performance:

- 24.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the Buyer in its schedule of requirements.
- 24.2 Any unjustifiable delay by the supplier in the performance of its delivery obligations shall render the supplier liable for any or all of the following; i.e. forfeiture of its performance security, imposition of liquidation damages and or termination of the contract for default.
- 24.3 If at any time during the performance of the contract, the supplier or its subcontractor (s) should encounter any justified cause for delay in performance of the services the supplier shall promptly notify the Buyer in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the supplier's notice, the Buyer shall evaluate the situation and may at its sole discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

25. Liquidated Damages:

a. Subject to Clause 26, if the supplier fails to deliver any or all of the goods within the time period specified in the contract, the Buyer shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance, up to a **maximum deduction of 10 percent of the delayed goods or services contract price**. Once the maximum is reached, the Buyer may consider termination of the contract.

For Short fall in equipment performance:

b. Recovery shall be made from the supplier for not meeting the guaranteed performance / productivity of the equipment during actual testing as detailed in Technical Specifications.

26. Termination for Default

- 26.1 The Buyer 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 part:
 - (a) If the supplier fails to deliver any or all of the goods within the time periods specified in the contract or any extension thereof granted by the Buyer pursuant to Clause 24; or
 - (b) If the supplier fails to perform any other obligations under the contract.
- 26.2 In the event the Buyer terminates the contract in whole or in part, the Buyer may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable to the Buyer for any excess costs for such similar Goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

27. Force Majeure:

- 27.1 Notwithstanding the provisions of Clauses 24,25,26, the supplier shall not be liable for forfeiture of its performance security liquidated damages or termination or default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 27.2 For purposes of this clause "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include but are not limited to, acts of the Buyer or End-user either in its sovereign or contractual capacity, wars or revolutions, floods, epidemics, quarantine restrictions and freight embargoes.
- 27.3 If a force majeure situation arises, the supplier shall promptly notify the Buyer in writing of such conditions and the cause thereof. Unless otherwise directed by the Buyer in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and

shall seek all reasonable alternative means for performance not prevented by the force majeure event.

28. Termination for Insolvency.

The Buyer may at any time terminate the contract by giving written notice 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 Buyer.

29. Termination for convenience:

- 29.1 The Buyer 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 Buyer's convenience to the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 29.2 The goods that are complete and ready for shipment within 15 days after the suppliers receipt for notice of termination shall be purchased by the Buyer at the contract terms and prices. For the remaining goods the Buyer may elect
 - (a) To have completed and delivered at the contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

30. Resolution of Disputes:

- 30.1 The Buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 30.2 If after thirty (30) days from the commencement of such informal negotiations the Buyer and the supplier have been unable to resolve amicably contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified:
- 30.3 The dispute resolution mechanism to be applied pursuant to Clause 30 of the General conditions shall be as follows:
- (a) If any dispute or difference of any kind whatsoever were to arise between the Buyer and the Supplier regarding the following matters namely,
 - (i) The meaning of the specifications designs, drawings and instruction herein before mentioned;
 - (ii) The quality of workmanship or materials used on the work and
 - (iii) Any other question, claim, right, matter, thing whatsoever, in any way arising out of relating to the contract, designs, drawings, specifications, estimates instructions, or orders, or those conditions are failure to execute the same whether arising during the progress of the work, or after the completion, termination or abandonment thereof, the dispute shall, in the first place, be referred to the Branch Manager, The State Trading Corporation of India Ltd, Hyderabad, who has jurisdiction over the work specified in the contract. The Branch Manager shall, within a period of ninety days from the date of being requested by the contractor to do so, give written notice of his decision to the contractor.

(b) Branch Manager's **decision final**:

Subject to other form of settlement hereafter provided, the Branch Manager's decision in respect of every dispute or difference so referred shall be final binding upon the contractor. The said decision shall forthwith be given effect to and contractor shall proceed with the execution of the work with all due diligence.

(c) <u>Remedy when Branch Manager's decision is not acceptable to contractor:</u>

In case the decision of the Branch Manager is not acceptable to the contractor, he may approach the Jurisdictional Law Courts at Hyderabad for settlement of dispute after giving due written notice in this regard to the Branch Manager within a period of ninety days from the date of receipt of the written notice of the decision of Branch Manager.

(d) <u>Time limit for notice to approach Law Court by contractor:</u>

If the Branch Manager has given written notice of his decision to the contractor and no written notice to approach the Law Court has been communicated to him by the contractor within period of ninety days from the receipt of such notice, the aid decision shall be final and binding upon the contractor.

30.4 The seat of arbitration shall be Hyderabad, Telangana, India.

31. Governing Language:

The contract shall be written in English language, as specified by the Buyer in the instructions to bidders. Subject to Clause 8 ITBC, English language version of the contract shall prevail.

32. Applicable law:

- 32.1 The contract shall be interpreted in accordance with the laws of the Union of India
- 32.2 The legal jurisdiction is Hyderabad, Telangana State, India.

33. Notice:

- 33.1 Any notices given by one party to the other pursuant to the contract shall be sent in writing and confirmed in writing to the address specified for that purpose in the special conditions of the contract.
- 33.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

34. Taxes and duties

- 34.1 Suppliers shall be entirely responsible for all Central or State (in India & country of origin) or any other taxes, duties, license, levies, duties, fees, etc. incurred until delivery of the contracted goods to the Buyer.
- 34.2 The rates quoted by the bidder shall be inclusive of the sales and other taxes that the bidder will have to pay for the performance of this contract. The Buyer will effect the deduction of such taxes at source (TDS) as per applicable law prevalent.
- **35.** The equipment shall be supplied within the time specified in the contract form. Failure in supply of equipment within the specified time, the liquidated damages as applicable will be levied by the Buyer.

SECTION - IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

(The corresponding clause number of the General condition contracts (GCC) is in parenthesis)

Topic.

1.	Definitions (Clause - I)
2.	Country of Origin (Clause 3)
3.	Performance security (Clause 6)
4.	Inspection and Tests (Clause 8)
4.1	Packing (Caluse 9)
5.	Delivery and Documents (Clause 10)
6.	Insurance (Clause 11)
7.	Incidental services (Clauses 13)
8.	Spare Parts (Clause 14)
9.	Warranty (Clause 15)
10.	Payment (Clause 16)
11.	Prices (Clause 17)
12.	Sub-Contracts (Clause 21)
13.	Liquidated Damages (Clauses 23)
14.	Resolution of Disputes (Clauses 28)
15.	Notices (Clauses 31)

16. Instructions / conditions for the bidders to quote

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is conflict, the provisions herein shall prevail over those of the General Conditions of Contract. The corresponding Clause numbers of the General Conditions of Contract are given in parentheses.

1. Definitions

- a) The Buyer is The State Trading Corporation of India Ltd, 5th Floor Mughals Court, Basheerbagh, Hyderabad 500001 and End-user is The <u>Director General, Andhra Pradesh State Disaster</u> <u>Response & Fire Services Dept. Vijayawada, Andhra Pradesh, INDIA.</u>
- b) The supplier is (participated Firm's Name and address of principle business)
- 2. Country of Origin (Refer Clause 3 of GCC)
- **3.** Performance Security (Refer Clause 7 of GCC)
- 4. Inspection and Tests (This should be read in conjunction with Clause 8 of GCC)

The following inspection procedures and tests are required by the End-user/Buyer:

The supplier shall get each equipment inspected by a competent authority as nominated by STC / APSDRFS in manufacturer's works premises / plant and also provide a guarantee/warranty certificate that the instrument conforms to all specifications contained in the contract. However, on arrival of the equipment at destinations, the End-user/Buyer or his representative shall have the right to inspect and/or test any or all the equipment to confirm their conformity to the specifications. If the equipment or its performance is not as per specified conditions, the supplier shall have to fulfill the deficiency or replace the equipment(s) to the satisfaction of the purchaser or its representative.

4.1 Packing (Refer Clause 9 of GCC)

The Supplier will be required to mark separate packages for each consignment (in English) on three sides with proper paint/indelible ink, the following:

- (i) Name of the contract
- (ii) Contract No.
- (iii) Country and place of origin of Goods
- (iv) Supplier's Name
- (v) Packing of list reference number

5. Delivery and Documents (Refer Clause 10 of GCC)

a) For foreign goods:

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

- i. 3+3 Complete set of Original Clean Bill of Lading. The Bill of Lading shall be in the name of THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500001, INDIA AND MARKED FREIGHT PREPAID.
- Signed invoice in three copies giving Letter of Credit No., Order No. and date respectively. The invoice shall be in the name of : THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500 001, INDIA. Invoice shall have goods description, quantity, unit price, total amount
- **iii.** Certificate of satisfactory Pre-dispatch inspection report and Supplier factory inspection report.
- **iv.** Certificate showing goods of **ORIGIN** issued by Chamber of Commerce or Equivalent Body in Duplicate.
- v. Specifications and Packing list three copies.
- vi. Manufacturer's guarantee certificate three copies.
- vii. Certificate from the manufacturer to the effect that the goods conform to the manufacturers standards and are new (Production Month in Year 2017/18) and free from any latent or patent defects and are strictly as per Specifications mentioned in STC's Order

- viii. Insurance Policy/ Certificate showing End-user as beneficiary one original and two copies.
 - **ix.** Copy of FAX MESSAGE (Fax No.00-91-040-2323 6786) marked to General Imports Division, sent by the seller within 24 hours of issuance of Bill of Lading to buyer notifying the details of the BL No., Goods freighted, total invoice value, Name of the Shipping Line loading port and date of departure of the vessel and expected time of its arrival at the Indian Port.
 - Certificate from the seller that one set of non-negotiable documents mentioned under (i) to (ix) above has been airmailed/couriered to the following within 10 Days of departure of the vessel in addition to one set of non-negotiable document sent with the vessel to:

THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500 001, INDIA

b) For domestic goods:

Telegraphic instructions shall be sent to the Consignee immediately the goods are booked and the following documents shall be sent to the Buyer by registered mail the same day:

- i. Signed and stamped invoice (Three original) giving details of order number and date. The invoice shall be in the name of the The State Trading Corporation of India Ltd., Hyderabad and end-user department as a consignee. Invoice shall have goods description, quantity, unit price, total amount.
- ii. Receipt (for) Goods Received & Installation Certificate from the end-user department.
- **iii.** Three copies of Satisfactory Pre-Dispatch Inspection certificate issued by the nominated inspection agency and the Supplier factory inspection report
- iv. Specifications and Packing List Three copies.
- v. Authorized Dealers / suppliers guarantee certificate Three copies.
- vi. Manufacturer's/Supplier's guarantee certificate Three copies.
- vii. Insurance Policy/ Certificate showing End-user as beneficiary one original and two copies.

6. Insurance (Refer Clause 11 of GCC)

For delivery of goods at site, the insurance shall be obtained by the Supplier at his cost for an amount equal to 110% of the value of the goods from "warehouse to warehouse" basis including war Risks and Strike clauses in favour of end-user. The supplier shall also provide insurance coverage against fire and theft in the name of End-user up to end of the warranty period.

The seller shall insure the goods for 110% of the CIP/CIF value in favour of The Director General, Andhra Pradesh State Disaster Response & Fire Services Dept. (APSDRFS) against "ALL RISKS" irrespective of percentage on new policy form (MAR) subject to institute cargo clause (A)

including the risk of WAR and SRCC from warehouse to warehouse i.e. Warehouse of the Supplier to Warehouse of End-user at Vijayawada, Andhra Pradesh, 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.

7. Incidental Services (Refer Clause 13 of GCC)

The following services covered under Clause 13 of GCC shall be furnished and the cost shall be included in the contract price.

- (a) Furnishing of tools required for assembly and/ or maintenance of the supplied goods.
- (b) Furnishing of detailed operations and maintenance manual specifications, drawings etc., for each appropriate unit/component of supplied goods/equipment.
- (c) Installation of the equipment, testing and handing over the equipment.

8. Spare Parts: (Refer Clause 14 of GCC)

9. Warranty: (Refer Clause 15 of GCC)

10. Payment (Refer Clause 18 of GCC)

I. For Imported Item

LC to be established for 100% value and 90% (Ninety Percent) payment will be released against submission of documents along with satisfactory certificate of pre-dispatch inspection and balance 10% (ten percent) payment shall be payable after satisfactory installation/demonstration of the goods at the premises of end-user department and receipt of certificate for same from end user department. In case of LC, all bank charges (including LC confirmation charges) payable outside India would be to Seller's account.

Payment Against the letter of Credit/Wire Transfer for 90% of the value will be available against presentation of the following documents and also on proof of evidencing of shipment.

- i. 3+3 Complete set of Original Clean Bill of Lading. The Bill of Lading shall be in the name of THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500001, INDIA AND MARKED FREIGHT PREPAID.
- Signed invoice in three copies giving letter of credit No., Order No. and date respectively. The invoice shall be in the name of : THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500 001, INDIA. Invoice shall have goods description, quantity, unit price, total amount
- **iii.** Certificate of satisfactory Pre-dispatch inspection report and Supplier factory inspection report.
- **iv.** Certificate showing goods of **ORIGIN** issued by Chamber of Commerce or Equivalent Body in Duplicate.

- v. Specifications and Packing list three copies.
- vi. Manufacturer's guarantee certificate three copies.
- vii. Certificate from the manufacturer to the effect that the goods conform to the manufacturers standards and are new (Production Month in Year 2017/18) and free from any latent or patent defects and are strictly as per Specifications mentioned in STC's Order
- viii. Insurance Policy/ Certificate showing End-user as beneficiary one original and two copies.
- **ix.** Copy of FAX MESSAGE (Fax No.00-91-040-2323 6786) marked to General Imports Division, sent by the seller within 24 hours of issuance of Bill of Lading to buyer notifying the details of the BL No., Goods freighted, total invoice value, Name of the Shipping Line loading port and date of departure of the vessel and expected time of its arrival at the Indian Port.
- Certificate from the seller that one set of non-negotiable documents mentioned under (i) to (ix) above has been airmailed/couriered to the following within 10 Days of departure of the vessel in addition to one set of non-negotiable document sent with the vessel to:

THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500 001, INDIA

Balance 10 (Ten) Percent payment under the LC shall be released/payable only after receipt of certificate of satisfactory installation, demonstration & training of the Equipment to be issued by the end-user department (Annexure X), after receipt and examination of equipment at their premises in India.

II. In case Manufacturer is based in India.

Payment for domestic supply via RTGS for 100% value will be available against presentation of the following documents

- i. Signed and stamped invoice (Three original) giving details of order number and date. The invoice shall be in the name of the The State Trading Corporation of India Ltd., Hyderabad and end-user department as a consignee. Invoice shall have goods description, quantity, unit price, total amount.
- **ii.** Receipt of certificate of satisfactory installation, demonstration & training of the Equipment to be issued by the end-user department (Annexure X).
- **iii.** Three copies of Satisfactory Pre-Dispatch Inspection certificate issued by the nominated inspection agency and the Supplier factory inspection report.
- iv. Specifications and Packing List Three copies.

- v. Authorized Dealers / suppliers guarantee certificate Three copies.
- vi. Manufacturer's/Supplier's guarantee certificate Three copies.

vii. Insurance Policy/ Certificate showing End-user as beneficiary - one original and two copies.

- **10.1** Acceptance/Clearance: The final acceptance of the quality and quantity of the goods dispatched shall be at the final place of destination in India after inspection of the goods by the end- user or its nominee. Supplier will be liable to accept without contest claims filed by the end-user or the STC regarding short supply/defective/substandard quality of goods if any as found on arrival in India or after inspection at the final destination on the basis of certificate from the end-user department/STC to support the claim. The supplier to inform the list of installation pre-requisites immediately on receipt of order.
- 11. Prices : (Refer Clause 11 of IBTC)
- 12. Sub-Contracts: (Refer Clause 23 of GCC)
- 13. Liquidated Damages : (Refer Clause 25 of GCC)
- 14. Resolution of Disputes (Refer Clause 30 of GCC)

15. Notices (Refer Clause 33 of GCC)

For the purpose of all notices, the following shall be the address of the purchaser and supplier.

The Director General, Andhra Pradesh State Disaster Response & Fire End-user: Services Dept. Vijayawada, Andhra Pradesh, INDIA : The State Trading Corporation of India Ltd, 5th Floor Mughals Court, Buyer **Basheerbagh, Hyderabad 500001** Supplier : (To be filled in at the time of signing of Contract)

16. Instructions / conditions for the bidders to quote

1. a) The Bidder shall quote for all the items as per Schedule 'B' for which copy of relevant license wherever necessary shall be produced along with bid.

b) The Buyer has right to delete any item / items indicated in the schedule from the scope of the offer before awarding the contract.

- 2. Substandard supply or supply of any part of whole consignment without meeting the quality specifications shall also entail blacklisting of the firm for a minimum period of three (3) years for the equipment.
- 3. That in the case of a bidder offering to supply Turn Table Ladder Platform under the contract shall be the manufacturer / Authorized Distributor (Dealer) of the item tendered and should have supplied minimum 5 (five) unit of Turn Table Ladder Platforms to various Fire Services during last Five years.

- 4. The bidder should have approvals from the authorities certifying that the offered model is meeting the requirements as per respective EN norms.
- 5. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule of the country and place of origin of the goods and services offered, which shall be confirmed by the certificate of origin issued at the time of shipment.

6. Schedule of prices and quantities duly filled in signed and stamped by authorized person:

- a) The rate of taxes / duties and custom duties applicable on the date of submission of tender shall be clearly shown in the tender.
- b) The charges for transportation/insurance and other incidental expenses for the delivery of the equipment to APSDRFS headquarters at Vijayawada (ANDHRA PRADESH) shall be included in the cost.
- c) The cost on account of training to the Officers of APSDRFS for one week at the factory premises of equipment manufacturer shall be included in the cost.
- d) The price and the cost stated in the tender shall be in Indian Currency only.
- e) The prices quoted by the bidder shall be fixed and 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.
- 7. Time is the essence of the contract hence; the Bidder should indicate the delivery date(s) of supplies. The desired delivery requirements of the Buyer are indicated in the specifications.
- 8. Erasures and other changes shall be noted over with initials of the person signing the bid.
- 9. In the bid the quoted unit prices will apply when discrepancies arise with the extended prices.
- 10. In the event that prices for some items are given as a lump sum where unit prices are required, the same is not acceptable.
- 11. Bidder shall indicate in his/her/their 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.
- 12. 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.
- 13. The comparison shall be of total price at the delivery point of End-user which shall include all duties and taxes paid or payable on components.
- 14. The documentary evidence of the goods and services conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:
 - i. A detailed description of the goods essential, technical and performance characteristics;
 - ii. A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of 10 (Ten) years, following commencement of the goods used by the Fabrication and supplier; and

- iii. A Clause-by-Clause commentary on the Fabrication and supplier's Technical specifications demonstrating the goods and services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 15. For purpose of the commentary to be furnished pursuant to **Clause xiv** (c) above, the bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the fabrication and supplier in its Technical Specifications are intended to be descriptive only and not restrictive.

16. Contents of Bids:

Cover #1: (Techno-commercial Bid) shall contain the certified copies of following documents.

- a. Registration certificate of the company.
- b. GST registration certificate (applicable to indigenous manufactures / firms).
- c. The Bid Security i.e., EMD shall be **Rs.20.00 Lakhs** for 1 No. of TTL 55 m. The EMD shall be paid in the form of DD drawn in favour of The State Trading Corporation of India Ltd, Hyderabad or Bank Guarantee from any Indian Nationalized Bank. In case of DD, same shall physically submitted before last date of submission at The State Trading Corporation of India Ltd, Hyderabad office located at 5th Floor, Mogul's Court, Basheerbagh, Hyderabad 500 001 in accordance with clause 15.
- d. Copy of the audited Annual Accounts for last 5 years to prove an annual turnover of at least Rs. 20 Crores (Rupees Twenty Crores only) or equivalent foreign currency in any of the last 5 financial years.
- e. Documentary evidence establishing that the manufacturer has supplied minimum 5 Nos Turn Table Ladder with hydraulic Platform of required model with same working capacities, specifications and features as specified in the schedule of requirements. (Copy of Supply Order, copy of Certificate regarding satisfactory supply of the item issued by their purchasers, etc. should be enclosed).
- f. Particulars of Institution to whom similar supplies have been made.
- g. Original tender documents duly signed and stamped.
- h. Integrity Pact duly signed and stamped. (Annexure XII)
- i. Scanned copy of the agreement in the prescribed format in Stamp Paper worth Rs.100.
- j. Details of the manufacturer and the country of origin.
- k. Documentary evidence showing that the bidder is manufacturer of the tendered item. If the bidder is an authorized agent, the Principal's Certificate in this regard should be enclosed. The Principals have to issue a certificate to the effect that they will take responsibility if Indian agent fails to attend service or if there is any change in Indian Agency during Warranty/CMC period. Certificate from the Principal to continue/accept Service Contract at the rate mentioned in the purchase order in the event of change in Indian Agency to be submitted.
- 1. Documentary evidence showing that the offered model is approved by appropriate authority as per the Standards specified in the Technical Specification.
- m. Documentary evidence established in accordance with clause 14, that the goods and ancillary services to be supplied by the Bidder confirm to the goods and services as mentioned in the Bidding Documents. Scanned copy of the duly signed specification compliance statement shall be uploaded along with the offer, and the statement should be complete in all the details of specification. The bidder should upload the statement with complete details of specification even though there is no deviation for the product from the Technical Specifications.
- n. Documentary evidence showing that the bidder has service facilities with trained staff in India.

- o. An undertaking from the manufacturer to supply spares required for a minimum period of 10 years from the date of supply of equipment.
- p. Documentary evidence of list of work order in hand at the time of submission of tender.
- q. Product Brochures, Technical Literature, catalogues, drawings, illustrations etc.
- r. Check list with serial number and page number proving compliance.
- s. An undertaking to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners.
- t. Scanned copies of the declaration by the bidder on Stamp Paper worth Rs.100 to the effect that he/his partner/s or any of his directors is not involved in any Vigilance Case registered in connection with any supply made to this Department (Optional for the bidders from India only).

Cover # 2: Price Bid shall contain the schedule of Prices and quantities duly filled in signed and stamped in respective group.

- a. The price of goods 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 goods of domestic origin (Schedule A).
- b. The prices of goods quoted shall be FOB and CIF Indian Port basis (by sea freight) for goods of foreign origin (Schedule B).
- 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 Andhra Pradesh Fire & Emergency Services, Vijayawada, Andhra Pradesh, India shall be included in the cost.
- e. Cost of spare parts with the list to be enclosed
- f. Cost of Comprehensive Maintenance for 5 (Five) years after Warranty period.
- 17. The fabrication and supplier's evaluation of a bid will take into account on the bid price submitted inter alia includes, the price of the following factors:
 - a) Cost of inland transportation, insurance and other costs within the fabrication and supplier's country incidental to delivery of the goods to their final destination;
 - b) Delivery schedule offered in the bid;
 - c) Deviations in payment schedule from that specified in the special Conditions of Contract.
 - d) The availability in the fabrication and supplier's country of spare parts and after-sales services for the equipment offered in the bid.
 - e) The performance and productivity of the equipment offered; and
 - f) The quality and adoptability of the equipment offered.
 - g) The number of such equipment manufactured and sold to fire Services during the last five years.

18. Pursuant to Clause 28, the following evaluation methods will be followed:

- a) Though the price evaluation will be done on the basis of bid price but the bid price shall be indicated separately the cost of Inland Transportation, ex-factory from port of entry, Insurance and incidental for delivery of goods to the APSDRFS, Headquarters at Vijayawada, Andhra Pradesh.
- b) Delivery Schedule: The delivery of Turn Table Ladder Platform of 55 Meters working height shall be within 4 months. The End-user desires to have delivery of the goods covered under the invitation, at the time specified in the schedule of Requirements. The estimated time of arrival of the goods at the site should be calculated 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 the 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.

- 19. Any effort by a Bidder to influence the Buyer or the End-user in the Fabrication and supplier's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.
- 20. The Buyer will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.
- 21. 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 as such other information as the Buyer deems necessary and appropriate.
- 22. As affirmative determination will be pre-requisite for award of the Contract to the Bidder. A negative determination will result in rejection of the lowest bidder's bid; the Buyer will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform satisfactorily.
- 23. **Award Criteria**: Subject to the above clauses, the Buyer 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.
- 24. The Buyer has the right to Accept any bid and to Reject any or all bids: The Buyer 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 Buyers action.
- 25. Within 21 days of the receipt of notification of award (letter of award) from the Buyer, 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.

26. Inspection and Tests:

- a) The Buyer or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract. The Special Conditions of Contract and / or the Technical Specifications shall specify what inspections and test the Buyer requires and where they are to be conducted. The Buyer shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- b) The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery any/or at the Good'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 Buyer.
- c) Should any inspected or tested goods fail to conform to the specifications, the Buyer may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Buyer.
- d) The Buyer's/End-users right to inspect, test and where necessary, reject the goods after the goods arrival in the Buyer's country shall in no way be limited or waived by reason of the

goods having previously been inspected, tested and passed by the Buyer or its representative prior to the Goods shipment from the country and place of origin.

e) Nothing in above shall in any way relieve the Supplier from any warranty or other obligations under this Contract.

27. Packing

- a) The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination and 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 goods final destination and the absence of heavy handling facilities at all points in transit.
- b) 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 in any subsequent instructions ordered by the Buyer.
- c) Prices quoted in tenders and in the contract shall include the cost of packing or protector required under normal / special transport conditions to prevent damage to or deterioration of the goods before its destination as stated in the contract.
- 28. Before dispatch from the Contractor's works all goods 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 ors ea spray etc. The supplier shall be held responsible for the goods being so protected as to ensure spray. The supplier shall be held responsible for the goods being so protected as to ensure that the supply should reach its ultimate destination intact and undamaged.
- 29. 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 goods necessary for the safe package, conveyance and delivery of the goods at Buyers site.
- 30. Detailed instructions including the name (s) of ultimate consignee(s) 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 (in English). Failure to comply with this requirement shall render the Contractor liable for any additional expenses involved.
- 31. The Contractor shall give complete shipping information concerning the weight, size and content of each package including any other information the STC / APSDRFS may require.

32. Transshipment of goods shall not be permitted except with the written permission of STC or the Buyer.

a) For foreign goods:

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

- i. Three copies of the supplier's invoice showing goods 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 not-negotiable bill of lading.
 - a. Three copies of packing list identifying contents of each package.

- b. Insurance Certificate in triplicate.
- c. Manufacturer's/Supplier's guarantee certificate in duplicate.
- d. Three copies of inspection certificate, issued by the nominated inspection agent and the supplier's factory inspection report; and Certificate of origin (country & place) in duplicate.

b) For domestic goods:

Telegraphic instructions shall be sent to the Consignee immediately the goods are booked and the following documents shall be sent to the Buyer by registered mail the same day:

- a) Three copies of the supplier invoice showing goods description, quantity, unit price, total amount.
- b) Delivery note/railway receipt/truck receipt.
- c) Manufacturer's Supplier's guarantee certificate.
- d) Insurance Certificate.
- e) Three copies of Inspection certificate issued by the nominated inspection agency and the Supplier factory inspection report
- f) Certificate of origin(country & place) in duplicate, and
- g) Three copies of packing list.
- 33. The contractor shall provide for insurance coverage for an amount equal to the CIF or FOR value as appropriate plus an addition 10 per cent thereof and the same shall extend from the date of dispatch of the goods until its arrival at the final designated destination. The insurance policy should provide coverage against all risks, including those of wars, riot, strikes and malicious damage.
- 34. If the contractor shall fail to effect and keep in force such insurance the Buyer may effect and keep in force and such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount paid to the insurance company from payment due or which may become due to the Contractor or recovery of the same as a debt from the Contractor.
- 35. If the goods or any portion thereof is damaged or lost during transit, the Buyer shall give notice to the Contractor setting forth particulars of such goods damaged or lost during transit. The replacement of goods damaged during transit shall be made free of cost by the Contractor. The replacement of such goods shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in supply of goods. The replacement price of items shall be recovered by the Contractor from the insurance coverage provided for this purpose. The import license/port clearance, permit, etc. in respect of a foreign supply contract, required for the purpose shall be the responsibility of supplier to obtain; however the STC will assist supplying the required request letters etc., for such goods.
- 36. Transportation: the goods are to be delivered at site in India at APSDRFS Vijayawada, Andhra Pradesh. Prices shall be inclusive of cost of the goods free on board at the time of shipment plus the cost of marine freight, land freight and insurance of the goods from warehouse to warehouse.
- 37. As specified in the special conditions of contract, the supplier shall be required to provide any or all of the following services;
 - a) Performance & supervisions of on-site assembly and start-up of the supplied goods.
 - b) Supply of tools required for assembly and maintenance of the supplied goods.
 - c) Furnishing of a detailed operations & maintenance manual for each appropriate unit of the supplied goods.
 - d) Performance, supervision, maintenance and repair of the supplied goods, 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.

- e) Conduct, training of the End-user's personnel, at the supplier's plant and on-site, in assembly, start-up, operations, maintenance and repair of the supplied goods.
- 38. The Contractor shall complete the supply of spare parts as in Schedule of Spare Parts and that he recommends as sufficient for Ten (10) years operation of the equipment. The contractor shall include the cost of Comprehensive maintenance of the Turntable Ladder for a period of Five (05) years after the expiring of the warranty.
- 39. All spare parts be new, unused and strictly interchangeable with the parts for which they are intended to be replacements and shall be treated and packed for long storage under the Climatic conditions prevailing at the site of End-user. They shall not be packed with any item of the equipment to be erected. Each spare part shall have a part no, according to the appropriate drawing. Each spare part shall also be clearly marked or labeled on the outside of its packing with its description and purpose and when more than one spare is packed in a single case or other container, a general description of its contents shall be shown on the outside of such case or container and a detailed list enclosed. All cases, containers and other packages shall be marked and numbered in an approved manner for purposes of identification. They shall be clearly marked SPARE PARTS.
- 40. The supplier warrants that the goods supplied under the Contract are 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 goods supplied under this contract shall have to rectify the defect arising from design, materials or workmanship (except in so far as the design or materials is required by the End-user's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions obtaining in the country of final destination.
- 41. This warranty shall remain valid for 60 months after the goods or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract, unless specified otherwise in the special conditions of Contract.
- 42. The Buyer/End-user shall promptly notify the supplier in writing of any claims arising under this warranty.
- 43. Upon receipt of such notice, the supplier shall with all reasonable speed, repair or replace the effective goods or parts thereof, without cost to the Buyer/End-user.
- 44. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Buyer may proceed to take such remedial action as may be necessary at the supplier's cost and expenses without prejudice to any other rights with the Buyer or End-user may have against the supplier under the contract.
- 45. Payment will be made in Indian currency only.

Format A

Proforma of Checklist for Bidders

TENDER SCHEDULE FOR SUPPLY, DELIVERY AND MOUNTING OF ONE NUMBER TURN TABLE LADDER PLATFORM OF 55 MTR WORKING HEIGHT FOR ANDHRA PRADESH STATE DISASTER RESPONSE AND FIRE SERVICES (APSDRFS) VIJAYAWADA

(TO BE FILLED UP BY THE BIDDER)

Ref:		<u></u>	
1.	Name and address of the firm	:	
2.	Details of Earnest Money Deposit	:	DD. M Date For F
3.	Whether the firm is the manufacturer of Firefighting equipment, give details	:	
4.	Whether the firm is having its own facilities to manufacture Turn Table Ladder of 55 MTRS working height and other related accessories.	:	
5.	Is the firm registered with NFPA/EN/ISO/BIS etc If so, give details (applicable to indigenous/ international manufacturers / firms)	:	
6.	Whether the firm is fabricating hydraulic platforms/Turn Table Ladder Platforms / Similar vehicles / and related manufacturing firefighting equipment for more than 5 years	:	
7.	Whether the firm is having its own facilities and capacity of fabricating quoted model equipment and their capacity per year	:	
8.	Sales Tax clearance certificate for the financial year for last 5 years to be enclosed (applicable to indigenous manufacturers / firms)	:	
9.	Validity of offer	:	
10.	Payment of terms: Full payment towards the supplies will be made <u>only after receipt of stores in good</u> <u>condition in State Stores and after</u> <u>inspection at Vijayawada/satisfactory</u> <u>performance as per payment terms and</u> <u>conditions</u>	:	

- 11. Whether willing to enter into an agreement with the department within 21 days of placing order for supplies.
- 12. Name of the person and official status, authorized to enter into agreement
- 13 Whether willing to agree to all other condition of this Tender Notice
- 14. Are all specified documents as per Notice inviting tender details attached:
- Specify the details of supplies of Turn Table Ladder Platform of 50-55 meters working Height to other fire service organizations (specify year wise). (Enclose photocopies of supply orders).

Sl. No.	Supply order No. and date	Name of the fire services / other undertaking	Type of Hydraulic Platform / TTL and related equipment	Quantity supplied	Date of supply

:

:

:

:

:

SIGNATURE NAME AND FULL ADDRESS OF THE TENDER

SECTION - V: GENERAL

Introduction:

- 1. Bidders are requested to offer the equipment as per the specification attached.
- 2. Where reference is made in the technical specification to specific standards and code to be met by the goods and materials to be furnished or tested, the provision of the latest current editions or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standard and codes are national/international or related to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 3. For each item of equipment the contractor should include all fixing, cables, Connectors, accessories and ancillary items necessary for the satisfactory operation of that item of equipment.
- 4. Spare parts list, listing spare likely to be required for 10 (5 PLUS 5) years operations shall be attached with the Bid
- 5. (i) Bidders are requested to provide reference by given equipment code and item name with their tender offer, the following information for all the items of equipment offered.
- (a) Name of the Manufacturer
- (b) Brand Name & Model Number
- (c) Country of Origin
- (ii) Catalogue, Pamphlet, descriptive literature, spare parts list and technical specifications etc. (in English) for each item must be forwarded with the offer.
- 6. After Sales Service:

Bidders are requested to confirm in writing in their bid offer, the after sales service they would provide after the expiry of warranty period, including estimated cost of Comprehensive maintenance contract. The maintenance capability of the bidders currently existing in Andhra Pradesh, South India, India should also be clearly stated with details of facilities, no. of staffs/ no. of Engineers / no. of Technical staffs with qualification and responsive time for miner / major repairs should be specifically mentioned.

7. All items should be of high quality, durable and suitable for use in Fire & Emergency services Department. The technical specification of each item delivered shall be currently in use at the time of delivery.

SECTION - VI: BID FORM AND PRICE SCHEDULES

Date_____

To Branch Manager The STC of India Ltd, 5th Floor Moguls Court, Basheerbagh Hyderabad -500001

Sir,

Sub: "Supply, Delivery, Mounting, Testing and Commissioning 1 No. Turn Table Ladder Platform of 55 m working height.

Ref: Tender Notice No.: STC/HYD/GID/2017-18/01 DATED 29.11.2017

Having examined the Bidding Documents (including Addenda No. ______ the receipt of which is hereby duly acknowledged) we, the under-signed, offer to supply and deliver ______ (Description of Goods and Services) in conformity with the said Bidding Documents for the sum of ______ (Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within ______ (Number) days and to complete delivery of all the items and perform incidental services as specified in the contract within ______ (Number days calculated from the date of receipt of your Notification of Award/Letter of credit.

If our bid is accepted we will submit the guarantee of a bank for 10% of the Contract price for the due performance of the Contract

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening under Clause 16 (IBTC) of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____

Signature: _____

(in the Capacity of) : _____

Duly Authorized to sign bid for and on behalf of

PRICE SCHEDULE – A

For local supply:

SI.No	Description	Ex-Works Price	GST Rate	Inland transportation charges upto end- users Premises in Vijayawada	Inland Insurance Charges upto end- users Premises in Vijayawada	Total Price
1	Supply, Delivery, Mounting, Testing and commissioning of T7L -55 m working height					

PRICE SCHEDULE – B

For supply by import:

1	S.No
Supply, Delivery, Mounting, Testing and commissioning of TTL – 55 m working height	Description
	Cost of Equipment Ex-Factory, Ex-Warehouse, Ex-Showroom, Off-The Shelf
	FOB Price (USD)
	Insurance upto Indian Port (USD)
	Freight charges upto Indian Port (USD)
	Customs clearance charges (INR)
	Inland transportation charges & Insurance upto enduser's Premises in Vijayawada (INR)
	FOR price inclusive of GST for equipment supplied locally (If any)
	Installation & commissioning charges payable to indian agent/subsidiary (if any)
	Total Price

Cost of Comprehensive Maintenance for 5 (Five) years after Warranty period Rs._____

Note: If any other charges are applicable, the same may be furnished in Indian currency.

Name: _____

Business Address:_____

Place: Date:

SECTION - VII: CONTRACT FORM

CONTRACT AGREEMENT FORM

This Agreement made at Hyderabad this ---- day of -----,2017 between The STC of India Limited, a Government of India Undertaking, having its Corporate office at New Delhi on behalf of APSDRFS, Vijayawada hereinafter referred to as "STC" which term includes its successors and assignees, wherever the context so requires and permits) of the one part and M/s -----represented by Sri,-----, S/o ------ aged about ----- years, and having their office at -----

------ (hereinafter referred to as "Agency" which term includes his legal heirs, successors, Administrators and assignees, wherever the context so requires and permits) of the other part.

Whereas the STC vide Tender notification No.---------- invited bids for the work of "Supply, Delivery and Mounting of one number Turn Table Ladder Platform of 55 m working height for Andhra Pradesh State Fire and Emergency Services (APSDRFS) Vijavawada (hereinafter referred to as the work).

Whereas of the several offers received the offer of the agency was lowest at a quoted amount of Rs. -----

Whereas the agency has acknowledged vide letter of acceptance letter No. ------ Dated ------ in reply to the Letter of award No. ------ and the Contractor hereby agrees

to carry out the work as per the terms and conditions, special conditions, specifications, drawings, conditions of Contract and bill of quantities and

Now it is hereby mutually agreed by and between the parties hereto as follows:

that the following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- i) Tender notifications, Corrigendum etc
- ii) Letter of award
- iii) Schedule of Prices i.e Schedule B
- iv) Techno-commercial Bid document including technical specification & conditions of Contract
- v) Agency's Acceptance letter
- vi) The Performance Security
- vii) Any other related documents

Brief particulars of goods and services which shall be supplied / provided by the Supplier are as under.

SL NO.	BRIEF DESCRIPTION TO GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Buyer)

in the presence of ______

Signed, sealed and Delivered by the

Said _____ (For the supplier)

In the presence of _____

SECTION VIII: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT (To be issued by Indian Nationalized Bank only)

To: Branch Manager The STC of India Ltd, 5th Floor Moguls Court, Basheerbagh Hyderabad -500001

WHEREAS	[name and address of Supplier] hereinafter called
"the Supplier") has undertaken, in pursuance of Contra	ct Nodated to execute
	[name of Contract and brief description
of Works] (hereinafter called "the Contract");	Iname of Contract and oney description

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs.------*[amount of guarantee]* _Rupees_--------*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _------_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for a period of 30 days beyond the date of expiry of the warranty Period.

Signature and seal of the guarantor

Name of Bank _	
Address	
Date	

SECTION IX (Please see Clause 24 of SECTION – II; Instructions to Bidders)

Proforma for performance (for a period of last five years)

Bid No. _____ Date of Opening _____ Time _____ Hours

Name of the Firm _____

Order placed	Order	Description &	Value of	Date	e	of	Remarks	Has t	the
by	No &	Quantity of	order	com	pletion	of	indicating	Equipment	
(Full address	Date	ordered		deli	very		reasons for	being	
of Purchaser)		Equipment					late	Satisfactorily	
		Items.					delivery, if	functioning	
				Asp	per contr	act	any	(Attach	а
				Act	ual			certificate fro	om
								the Purchase	r /
								Consignee)	
1	2	3	4	5	6		7	8	

Signature and seal of the Issuing Authority

SECTION X (Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURER'S AUTHORIZATION FORM

No_____dated_____

To Branch Manager The STC of India Ltd, 5th Floor Moguls Court, Basheerbagh Hyderabad -500001

Dear sir,

UNDERTAKING TO BE SUBMITTED BY PRINCIPAL MANUFACTURER / DISTRIBUTOR

It is to certify that M/s______ (Name & Address of Tenderer) is our Authorized Distributor / Dealer. They are authorized to submit tender for _______(Name of Item) to the State Trading Corporation of India Ltd., Hyderabad against their Tender Notice No ______ Dated_____.

The Equipment / Item is Guaranteed for minimum 5 year Comprehensive free onsite Guarantee with Spare Parts from the date of completion of satisfactory testing, commissioning installation and Authorised Distributor / Dealer shall during the Guarantee period replace the parts if any, or rectify any manufacturing defect found during the above period so as to make the machinery operative and in perfect condition.

They are also Authorised to provide Annual Maintenance Contract and repairs contract for the period as desired by the purchase officer after the expiry of 5 year comprehensive Guarantee They will be responsible to ensure adequate regular supplies of spare parts, consumables, non- consumables needed for the same whether AMC or otherwise.

In case of change of Authorised Distributor / Dealer, we will inform the purchase officer accordingly within 15 days of change of authorized distributor/ Dealer. The new Dealer / Distributor will be responsible for after sales & service and annual maintenance and repairs contract as above. In case of failure of Authorised Dealer / Distributor we will be responsible for providing after sales service of the equipment as per terms and conditions of tender and contract.

If there is any defect M/s_____shall replace or upgrade the defective part/faulty which shall also be subject to same guarantee as the original equipment. M/s_____shall bear all costs, travel, labour, material cost which are required on rectification of defects onsite during the guarantee period.

SIGNATURE OF THE PRINCIPAL MANUFACTURER/ DISRIBUTOR WITH RUBBER STAMP

Note: This Undertaking should be Typed & Signed by Principal Manufacturer/ Distributor on his Original Letter Pad

ANNEXURE - I

Declaration Form

I / We have gone through carefully all the tender conditions and Solemnly declare that I / we will abide by any penal action such as qualification or black listing or determination of contract or any action deemed fit taken by STC against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

We have not quoted / supplied the equipment quoted in this Tender to any agency / state in the country at the rate lower than the rate quoted in the tender.

If I / We quote lower rate than the rate quoted to STC/APDRFS, Vijayawada to any other agency / State in the Country in future we will remit the differential cost to STC/APDRFS, Vijayawada.

Signature	:
Date	:

Name of the Firm and address :

ANNEXURE – II

CHECK LIST

The bidders can submit the documents and furnish the information in the following checklist duly signed.

Name of the Bidder:

Name of the senior responsible Officer of the company with Authority to transact business and Contact Number :

	Certificate				
1	Whether you have paidProcessing fee (Tender Document Fee)if yes, DDDt:issued by				
2	Whether you have paid Earnest Money Deposit Offline if yes, DD / BG No.Dt:issued by				
3	Whether you have paid C1 India Fee.if yes, DDDt:issued by				
4	Whether you have submitted authorization from manufacturer if you are distributor.				
5	Whether you have furnished information on past supplies and satisfactory performance in the proforma given under section XI				
6	Proof of annual turnover.				

Bid security= EMD

Firm/supplier/vendor/bidder/agency= shall be read as "bidder"

CMC= Annual Comprehensive Maintenance cost Supplier = contractor Buyer= STC End-user= APSDRFS Goods= Turn Table Ladder of 55 m working height with all accessories GOAP= Government of Andhra Pradesh

ANNEXURE-III

<u>SCHEDULES FOR SUPPLY AND DELIVERY OF TURNTABLE LADDER OF 55 METRES</u> <u>WORKING HEIGHT</u>.

1. Schedules of Manufacture's Information

- (1) Year of Incorporation
- (2) Number of similar units Manufactured so far
- (3) Manufacturing capacity per year
- (4) Details of after sales service in India.
- (5) Details of Plant / Equipments / Staff
- (6) Certificates from users
- (7) Particulars of Agent / Representative in India.
- (8) List of current jobs of comparable nature.
- (9) The extent of responsibilities carried by Indian or Foreign contractors associated with the bidder.
- (10) Evidence of financial capacity to execute a contract of this magnitude.

Signature of Bidder

ANNEXURE - IV

SCHEDULES OF TECHNICAL PARTICULARS OF TURN TABLE LADDER PLATFORM OF 55 m WORKING HEIGHT

Sl. No.	Technical Details	Remarks
01	GENERAL DESCRIPTION:	
-	a. Make and Model	
	b. Height (meters)	
	c. Outreach (meters)	
	d. Operating media	
	e. Safety	
	f. Gross Vehicle weight	
02	CHASSIS:	
02	(a) Make	
	(b) Model	
	(c) Wheel base	
	(d) Engine type	
	(d) Englie type (e) Rated HP	
	(f) Type of clutch	
	(g) Type of gear box (b) Type of front cyle	
	(h) Type of front axle	
	(i) Type of rear axle	
	(j) Type steering system	
	(k) Type of braking system	
	(1) Fuel tank capacity	
	(i) Fuel tank capacity (m) Size of tyres	
	(o) Type of electrical system	
03	(p) Type of PTO Constructional details:	
05	A: Driver Cabin:	
	(a) Paneling (material) (b) Decre (Nec.)	
	(b) Doors (Nos.)	
	(c)Windows (Nos)	
	(d) Seats (Drivers, attendant, and crew)	
	(e)Capacity	
	B: Rear Body:	
	(a)Details of horizontal and vertical cross members	
	(b) Paneling, sides, deck floor (material, size, thickness)	
	(c) Details of lockers (nos, size, material)	
	(d) Overall length in MM	
	(e) Overall width in MM	
	(f) Overall Height in MM	
	(g) Details of Aluminium shutters (size, Nos)	
04	4. OPERATING REQUIREMENTS	
	(a) Safe working loading in cage (Kg)	
	(b) Safe working load with Monitor in cage (Kg)	
	(c) Lifting capacity of the under cage (Kg)	
	(d) Testing suitability at (Kg)	
	(e) Permitted wind speed at the maximum outreach with	
	full working load in the cage	
	(f) Operating time of full stroke (second)	
	 Elevating fist boom / ladder 	

	 Elevating second boom/extending ladder 	
	 Telescopic 	
	 Reaching max height from ground level 	
	 For 360 deg rotation 	
	 For extending jack one side 	
	 For extending jack for both side 	
	• For extending all four jacks, elevating, cage to	
	max height and rotation through 360 degree	
05	5. DIMENSION OF THE FINISHED APPLIANCE:	
	A. In Operating Position:	
	(a) Max height to working cage bottom (M)	
	(b)Max working height (Mtrs)	
	(c) Max working outreach (Mtrs)	
	(d) Max outreach to cage corner with max safe working	
	load (Mtrs)	
	(e) Max outreach below the ground level working cage	
	bottom with max safe working load (Mtrs)	
	(f) Safe working Load (Kg)	
	(g) Rotation continuous (degree)	
	(h) Leveling capacity (Fore and aft/ sideways)	
	B: In Transport Position:	
	(a) Transport height approx (Mtrs)	
	(b) Transport length approx (Mtrs)	
	(c) Transport width approx (Mtrs)	
06	6. CONSTRUCTION	
	(a) Material used	
	(b) Use of timber	
	(c) Use of rubber	
	(d) Treatment of material	
	(e) Painting procedure	
07	7. BOOMS	
	(a) Numbers	
	(b) Telescopic sections (nos)	
	(c) Boom / Ladder length (Mtrs)	
	(d) Movement	
	(e)Location	
	(f) Design	
	(g) Treatment	
	(h) Welding process	
08	HYDRAULIC CYLINDERS:	
	(a) Lock valves	
	(b) Hydraulic Dampers	
	(c) Reduction in speed of booms / Ladder	
	(d) Automatic prevention of retracting of outriggers	
	(e) Lifting of Boom / Ladder prevention unless outriggers	
	are in position	
	(f) Limiting circuit to prevent cab damage	
	(g) Emergency stop switches	

09	CONTROL SYSTEM FOR BOOM AND ROTATION	
0)	MOVEMENT:	
	(a) Type of control valves	
	(b) Make	
	(c) Model	
10	TURNTABLE:	
10	(a) Construction type	
	(b) Fastening (slewing ring)	
	(c) Swivel – in – line	
	(d) Rotation (degree)	
	(e) Movement control	
	(f) Gear unit fastening	
11	(g) Location	
11	MAIN FRAME:	
	(a) Frame type	
	(b) Fastening	
	(c) Construction material	
	(d) Non slip aluminum tread plates	
	(e) Steps on both sides	
10	(f) Location	
12	CAGE:	
	(a) Material	
	(b) Outer dimensions (MM)	
	(i) Length	
	(ii) Width	
	(iii) Height	
	(c) Doors, Nos., & size in (MM)	
	(d) Max Load (Kg)	
	(e) Fitment to control panel	
	(f) Provision for digital anemometer	
	(g) Leveling device	
	(h) Working cage slewing provision	
	(i) Drop down platform provision	
	(j) Location of drop down platform	
	(k) Max permissible load on drop down platform (Kg)	
10	(1) Safety railing provision, height (MM)	
13	STABILISING JACKS: OUTRIGGER:	
	(a) System	
	(b) Controls and Operation	
	(c) Nos. and Location	
	(d) Individual controls	
	(e) Level indicators	
	(f) Self alignment foot plates for outrigger	
	(g) Operation on uneven ground	
	(h) One side jacking provision	
14	CONTROL AND SAFETY:	
	(a) Electric control taken from vehicle battery	
	(b) Voltage	
	(c) All control panels to have engine start/ stop button	
	(d) Signal lamps	

15	DETAILS OF SAFETY DEVICES:	
15		
	(a) Boom/ Ladder and Outrigger cylinder lock valve make	
	& type (b) Isolating system hear / ladder / system appreciation	
	(b) Isolating system boom/ ladder/ outrigger operation	
	(c) Movement limiting system	
	(d) Cab protection	
	(e) Overload alarm	
	(f) Emergency stop system	
	(g) Dead man switch	
	(h) Bleed down system/other system	
16	HYDRAULIC SYSTEM:	
	(a) Hydraulic power, make & model of pump	
	(b) Pump capacity Ltrs/min and pressure (Kg/cm2)	
	(c) Pump operation	
	(d) Control valve function	
	(e) Oil flow to increase (automatically)	
	(f) Prevention of overloading	
	(g) Instant couplings for manometer	
	(h) Manometer	
	(i) Filtration of oil	
	(j) Filters	
	(k) Hydraulic cylinder type	
	(l) Plating of piston rod	
	(m) Hydraulic cylinder type	
	(n) Fastening	
	(o) Capacity of hydraulic oil type	
17	BACKUP FOR HYDRAULIC SYSTEM:	
	(a) Type	
	(b) Location	
	(c) Operating mode	
18	CONTROLFOR STABILISING JACKS:	
	(a) Location of control panels	
	(b) Change over switch	
	(c) Control levers	
	(d) Emergency lowering valves	
	(e) One side jacking facility	
19	WATER PIPING SYSTEM:	
	(a) Material of piping	
	(b) Diameter of pipe (MM)	
	(c) Water monitor location	
	(d) Piping fitment	
	(e) Protection against over pressure by relief valve	
	(f) Telescopic water pipe	
	(g) Finish & plating	
	(h) Seals	
	(i) Flexible hose	
	(j) Monitor isolating valve	
	(k) Additional outlet with valve and coupling	
	(1) Nozzle and system (water curtain)	
	(m) Control valve location	
	(n) Water monitor	
20	(o) Location	
20	ELECTRICAL EQUIPMENT:	
	(a) Slip rings	

	(b) Rating	
	(c) Spotlight	
	(d) Red rear lamps nos.	
	(e) Red/ Orange lamp at boom/ ladder knuckle	
	(f) Illumination of:	
	(i) All control panels	
	(ii) Instruction plates	
	(iii) Leveling indicators	
	(g) Recharging	
	(h) Separate fuses	
	(i) Wiring diagram	
21	INSTRUCTION PLATE: DETAILS	
22	BOOM / LADDER:	
	(a) No of telescopic section	
	(b) Location	
	(c) Min. width at top (MM)	
	(d) Railing height (MM)	
	(e) Folding bridge	
	(f) Material	
	(g) Treatment	
	(h) Controlling system	
23	INTER COMMUNICATION SYSTEM:	
	(a) Type	
	(b) Make	
	(c) Model	
	(d) Operating voltage	
	(e) Location	
24	ELECTRIC POWER LINE :	
25	GRAPHICAL DISPLAY MONITOR : (Details)	
26	FAULT FINDING SYSTEM (Details)	
27	EMERGENCY SYSTEM	
	(a) Make & Model of Engine & pump set	
	(b) Capacity of pump (Ltrs/Min)	
	(c) Make & Model of electric motor operating voltage	
	(d) Make & Model of pump set with capacity (Ltrs/Min)	
	(e) Bleed down system/other system	
28	LUBRICATION: Details	
29	BODY WORK	
	(a) Steps and grab rail	
	(b) Construction	
	(c) Material	
	(d) Siren with two tone hooter + Public Address	
	system	
	(e) Orange beacon lamp	
30	FINISH	
	(a) Painting	
	(b) Visibility	
31		1
1	TOOL KIT DETAILS: SEPARATELY	
32 33	TOOL KIT DETAILS: SEPARATELY STABILITY TESTING FACILITIES	

ANNEXURE-V

DELIVERY SCHEDULE:

Bidder shall note the requirements of clause 8 (b) of Invitation for bids 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 STC.

	Description	Longest permissible Delivery (shipment) period For supply of vehicle	Bidders Delivery Period
1.	Turn Table Ladder 55 m	months	

ANNEXURE-VI

Schedule of Guarantee

I/We guarantee that the Turn Table Ladder Platform of 53 m working height will be reliable in operation and I/We undertake to replace, or adjust free of charge to the STC/ APSDRFS Vijayawada any part of the unit 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 unit 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.

<u>Guaranteed</u>	(i)	Un-laden weight (kg.) Chassis with equipment)
	(ii)	G. V. W. (kg.)
Signature		:
In the capacity of		:
Witness		:
Occupation		:
Address		:
Date		:

Signature of Bidder

ANNEXURE – VII

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(To be issued by Indian Nationalized Bank, on a Non-Judicial Stamp Paper of Rs. 100/- only)

То

Branch Manager The STC of India Ltd, 5th Floor Moguls Court, Basheerbagh Hyderabad -500001

Ph:

WHEREAS ______(Name of Bidder with address)(hereinafter called "the Bidder" has submitted its Bid dated ______ (Date) for the execution of (Name of Contract)_____ (hereinafter called "the Bid") in favour of The State Trading Corporation of India Ltd., Hyderabad hereinafter called the "Employer";

KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the ______having its Head Office at ______amongst others a branch/office at ______(hereinafter called "the Bank" are bound unto the employer for the sum of Rs______* (Rupees_______only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITION of this obligation is:

If the bidder withdraws or amends their offer / bid

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of the above condition.

Notwithstanding anything contained herein

i) Our liability under this Bank Guarantee shall not exceed Rs._____* (Rupees only)

ii) This Bank Guarantee is valid for 120 days from the latest updated last date for submission of the bid. and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand.

AUTHORISED SIGNATORY & OFFICIAL SEAL OF THE BANK

Note: * Relevant EMD amount to be furnished

ANNEXURE-VIII

Schedule of Tools

Bidders shall enter below a list of the tools which they advise department to purchase for **Turn Table Ladder Platform of 55 m working height.** The tools offered shall confirm to their requirement of the specifications General. The tools cost of this items shall be carried forward to the Schedule of prices.

Sl. No.	Item No.	Description	Quantity Unit	Rate	Amount
	Carried to	Schedule of Prices -	— TOTAL FO —	OR TOOLS	

Signature of Bidder

ANNEXURE-IX

Schedule of Spare Parts

Bidders shall enter below the list of spare parts necessary for the maintenance of **Turn Table Ladder Platform of 50-55 m working height for a period of Ten (10) years**. The spare parts shall conform to the clause 13 of General Conditions of Contract. The total cost of this item shall not be carried forward to the Schedule of Prices.

Sl. No. Part Description Quantity Unit Rate Amount
--

Total:

OFFICE OF DIRECTOR GENERAL, ANDHRA PRADESH STATE DISASTER RESPONSE & FIRE SERVICES

TO WHOMSOEVER IT MAY CONCERN

"CERTIFICATE OF ACCEPTANCE OF GOODS"

CERTIFIED THAT WITH OUR APPROVAL AND ON OUR BEHALF A PURCHASE ORDER NO.-DATED ______WAS PLACED BY THE STATE TRADING CORPORATION OF INDIA LTD., HYDERABAD ON ______FOR IMPORT/ SUPPLY, DELIVERY, MOUNTING, TESTING AND COMMISSIONING OF 1 NO. OF TURN TABLE LADDER PLATFORM OF 55 MTR. (WORKING HEIGHT) EQUIPMENT.

FURTHER, CERTIFIED THAT WE HAVE RECEIVED THE SAID EQUIPMENT/INSTRUMENT AS PER OUR APPROVED SPECIFICATIONS UNDER BILL OF LADING NO. _____ DATED _____, INVOICE NO. DATED IN GOOD ORDER AND THE SAME ARE WORKING SATISFACTORILY AFTER THEIR RECEIPT/INSTALLATION/ DEMONSTRATION AT OUR FACILITIES.

HENCE, STC IS AUTHORISED TO RELEASE 100% PAYMENT TO THE SUPPLIER/ INDIAN AGENT.

(DIRECTOR GENERAL) (SIGN & SEAL)

PLACE:

ANDHRA PRADESH STATE DISASTER RESPONSE & FIRE SERVICES DEPARTMENT

DETAILED TECHNICAL SPECIFICATIONS FOR TURN TABLE LADDER SPECIFICATIONS FOR MANUFACTURING AND SUPPLY OF AERIAL LADDER PLATFORM 55 METER HEIGHTS FOR FIRE FIGHTING AND RESCUE USE.

The turntable ladders shall be designed specifically for the purpose of Fire Fighting and Rescue to enable Firemen to go up over and above	
emen to go up over and above	
an ISO 9001 Quality System	
ladder unit shall have working	
gn of operational stability and	
to the criteria laid out in	
5mtrs TTL ladder) should be	
embled at Manufacturer OEM	
e Ladder be strictly tested and	
ls such as (i) certified Electric	
C standard Controls should be	
ned specifically for the purpose	
men to go up and down. It shall	
with a cage mounted at the end	
The entire unit shall be mounted	
erful Diesel - Engine chassis of	
N make, 6x4 with fully factory	
bre than $5200 + 1400 \text{ mm}$ and	
hassis shall conform to BS III	
· · · · · · · · · · · · · · · · · · ·	
site unit shall be completely	
at manufacturer OEM site &	
strength shall be similar to	
orms and standards applicable	
for Fire Fighting and rescue	
fect issued by the tenderer shall	
angle of elevation without any	
It shall also rotate 360 degree	
below ground level subject to	
y. The machine shall have and	
ler.	
fast on the road and easily	
and around sharp corners. The	
e limits specified herein.	

	1	
	1.2.5	The working height of the Turntable ladder shall not be less than \ not
		less than 55mtrs from the Ground.
	1.2.6	The design of the Turntable ladder shall allow a very large safety
		margin for extreme operating and climatic conditions. The V safe
		working loads ratings shall include an allowance for the l weight of
		water system and the reaction from the monitor jet while operation.
	1.2.7	The Complete Movement of the TTL shall be computer controlled and
		the system shall be checked for interference sensitivity according to
		EN 61000-6:2002 and/or EMV directive 89/336EWG. The provision
		for double-monitoring computer system shall be provided to operate
		safely even in failure of one computer system to regulate safe outreach
		or according to Japanese safety norms.
	1 2 0	
	1.2.8	Full safety interlocks shall be incorporated in the design so as to ensure
		complete safety in operations and long years of reliable and trouble
		free service, as far as possible the system shall be fail proof.
	1.2.9	The Vehicle shall have a leveling system to adjust axial and transverse
		movement to an angle not less than 10 degrees and up to 7.0 to 7.5
		degree shall be in automatic in nature by rotating the turn table
		automatically but not through any plumbing system. The vehicle will
		measure the absolute horizontal position automatically but not through
		any plumbing button or system.
	1.2.10	The max. elevation of ladder shall be possible from -10 to degree. With
		jack adjustment it shall be possible to elevate ladder -15.5 degree
		below ground level.
	1.2.11	There shall be a full back up system for all ladder movements and
		outrigger movement in case of failure of main system. This shall be
		achieved with the help of electro-hydraulic pump (400 Volts) powered
		by Chassis battery.
	1.2.12	The Complete Movement of the Turntable ladder shall be computer
	1.2.12	controlled and stabilized and the system shall be necked for
	1010	interference sensitivity according to standards.
	1.2.13	The Control system of the Turntable ladder shall be fully tropicalized
		and able to operate in temperature range up to + 50 Degree a dusty and
1.2		humid condition without reducing the maximum operation limits.
1.3		Truck Chassis
	1.3.1	The Chassis shall be of Mercedes-Benz/Man/Volvo make, 6x4, with
		fully factory built cabin with OEM air-conditioning and suitable
		capacity PTO. The Vehicle Chassis shall be a Right Hand Drive and
		shall comply BS IV (EURO IV/V) emission norms
	1.3.2	The Vehicle must be Homologated in India.
	1.3.3	The engine shall be Diesel with direct injection, turbo charged with
		intercooler.
	1.3.4	The engine shall be six cylinder, inline/'V' type, Diesel with direct
		injection, turbocharged with intercooler. The engine shall develop a
		power of not less than 300HP.
	1.3.5	The gearbox shall be Semi-automatic type with clutch pedal operation,
	1.0.0	with the arrangement of suitable capacity PTO I required for driving
		the hydraulic pump for ladder movements.
		ine nyuraune pump for lauder movements.

	126	
	1.3.6	Rear Axle shall be double type with Hub reduction and differential
		lock between the wheels and axles.
	1.3.7	Chassis frame shall be 'C' Channel section made of high strength steel
		with cross members.
	1.3.8	The Steering shall be integral power steering with collapsible steering
		wheel and column.
	1.3.9	The front Suspension shall be leaf spring type and the rear suspension
		shall be reverse camel type with shock absorber in the front.
	1.3.10	The Brakes shall be dual circuit airbrakes, 'Z' cam type with parking
		brakes acting on rear wheels.
	1.3.11	Fuel Tank - Capacity shall be min 250 to 300 ltrs with fuel cap.
	1.3.12	The Chassis shall be provided with radial tyres & one spare tyre.
	1.3.13	The chassis shall be provided with single day type cab with RED
		colour, made from high strength steel fully trimmed, external 1 panels
		hot dip galvanized with hydraulic cab tilting mechanism. The Cab
		suspension shall be provided with coil spring and shock absorber. The
		cab shall be provided with adequate ventilation, rear view mirrors,
		windscreen and windows, adjustable driver seat, wiper system and
		along with all other standard fitments. The overhead height and obtain
		center of gravity for better standard fitments. A low frame and cab
		height in order to reduce overhead height and obtain low center of
		gravity for better cornering at speed. The truck chassis must be
		approved in accordance with the road regulations ruling in the country
		of destination (INDIA) and must be equipped with an OEM factory
		mounted PTO capable of driving the hydraulic pump system. The
		truck Chassis must be suitable for fire service with P.T.O. engagement
		control. Components on the chassis eventually hindering the
		installation of bodywork such as the fuel tank, air tanks of the breaking
		system and truck batteries to be l repositioned if necessary.
	1.3.14	The Electrical system shall be 24V, with suitable capacity batteries &
		Alternator for charging the batteries. The standard electric equipment
		installed on the truck chassis shall include 1 Connection of the
		operating platform electric system with the chassis system in the cab
		engaged, boom stowed, outriggers 1 retracted and lockers shut. Two
		amber rotating beacons on the 1 front corners of the cab roof with
		switch on the cab dashboard A2 tone electronic siren/horn 100W with
		switch on the cab dash board. Furthermore, an air operated bull horn
		shall be mounted on the Chassis cab. The switch for the air horn shall
		be mounted on the dashboard within easy reach for driver and co-
		driver.
	1.3.15	The chassis shall be supplied with standard tool kit, hydraulic jack of
		20 ton capacity, operator & workshop manuals.
	1.3.16	The Chassis shall be fitted with automatic gearbox shall be operated
		absolutely without clutch pedal with suitable capacity power Take Off
		Unit to drive the hydraulic pump for ladder movements.
1.4		Main operating Data
		The vehicle shall comply with the following requirements
	1.4.1	Working Height: Working height of the T.T.L. shall not be less than
		55m.
	1.4.2	Height to working cage bottom: not less than A53 mtrs

	142	May Warking outreach with 270 kg appelland , 195 metro
	1.4.3	Max Working outreach with 270 kg cageload : 18.5 mtrs
	1.4.4	Min Working outreach with 270 kg cageload : 15.5 mtrs
	1.4.4	Loading capacity of lifting eye under lower ladder set: not less
		than1500 Kg.
	1.4.5	Rotation - Continuous 1 360 degree
	1.4.6	Safe working load in the cage on hard level Ground with dry monitor:
		270 kg Minimum
	1.4.7	Max time to jack up for starting main operation: 25 sec
	1.4.8	Overall length in traveling position: 12.5 mtrs max
	1.4.9	Overall width of the vehicle : 2.55mtrs max
	1.4.10	Average Height in traveling position: not more than 4.1 mtrs max
	1.4.11	Maximum C/C width of the vehicle when Jacks are fully extended on
		both sides: upto 6 mtrs
	1.4.12	Gross Vehicle Weight: The weight factor of appliances totally depends
		upon chassis manufacturers and ladder 1 manufacturers. It will be
		accepted as per Motor Vehicle Act and I CMVR rules. The Chassis
		GVW shall not be more than 33 tons.
1.5		Construction
1.5		The appliance shall be robust in construction; materials used in
		construction shall be carefully selected for lightness and durability.
		Use of timber shall be restricted in bodywork and use of rubber shall
		be avoided as far as possible. Ferrous metal parts shall be treated for
		anti - corrosion by a method other than electro-plating.
		Main Frame
	1.5.1	The main load bearing element of the aerial device shall be strong main
		frame to take all the loads caused by the operation of the aerial. The
		main frame shall be fixed onto the chassis frame with bolts in such a
		way that chassis performance and durability are maintained. The front
		fixing bolts shall be fitted without springs to allow the chassis frame
		beams to flex when the outriggers are fully down thus avoiding any
		stress concentration in the chassis beams. The actual main frame shall
		be fully welded rectangular steel structure providing high stiffness and
		thus maximum comfort ability and operational safety. At each end the
		main frame there shall be integrated housings for outriggers.
1.6		Ladder Set
		The vehicle shall perform the following functions / operations.
	1.6.1.1	Elevation
	1.6.1.2	Depression
	1.6.1.3	Extension & housing of ladder sets. The cage shall be mounted on the
		upper ladder. Removable whenever needed.
	1.6.1.4	Rotation 360 degree in either direction.
		The ladder set shall operate with an auto tracking system which
		enables the ladder to work in a programmed track without an operator
	1.6.2	All the operations shall be electro-hydraulically operated with the help
	1.0.4	of hydraulic cylinders and Wire ropes (chain systems are not allowed)
		for telescopic function, neither for cage leveling system. The system
		shall be purpose built to provide smooth takeoff, variable speed range
		and smooth slowdown, based on the criteria laid down under EN

	14043/Japanese standards or any other relevant standards applicable
	for these kind of Vehicles.
1.6.3	There shall be five or six ladder Sections, with the last one to which
	the rescue cage is fixed. The ladder sections shall be made from high
	grade, corrosion resistant steel and shall have minimum wind catching
	area. The ladder sections shall be extended and retracted telescopically
	and simultaneously. Wind sensor to measure the wind speed shall be
	installed at the ladder tip with warning signal sent to the main control
	stand. The wind speed shall be digitally displayed on the monitor
	screen giving a graphic and visual indication.
1.6.4	The lower ladder section shall be bolted to the turret by means of 3
	load measuring bolts for the weighing systems The ladder sections
	shall be welded construction; welding method shall be of latest
	technology to provide high durability and extreme accuracy. For high
	strength and minimum flexing of the ladder sections only high tensile
	strength steels shall be used.
1.6.5	The ladder elevation and lowering shall be controlled by two hydraulic
1.0.5	cylinders that both have their separate safety devices and can alone
	carry the entire load in case of failure of any one of the cylinders.
1.6.6	All ladder sections shall move in a synchronized way and there i shall
1.0.0	not be any intermediate jerks during extension / retraction. Automatic
	slowdown mechanism at the beginning of the movement as well as end
	8 8
	of the movement shall be provided to all ladder movements. All the
	moving sections shall be fitted with adjustable guides/ rollers to
	provide smooth and accurate movement. Various maintenance points
	shall be located well at hand either outside the ladder or behind easily
1(7	removable covers.
1.6.7	All booms shall be internally and externally primed and painted for
1.(0	long life span treated against rust and corrosion.
1.6.8	All necessary hydraulic, electric, air etc. lines up to the cage shall be
1.60	installed inside the booms, thus being well protected.
1.6.9	The extension and retraction wire ropes shall be so laid; it should not
	cause any hindrance for climbing to a fireman. The ladder rungs shall
	be Anti-Skid design and extension and retraction cables shall be
	provided with tension adjustment mechanism.
1.6.10	The ladder shall be possible to elevate from -10 to +75 degree
	minimum angle. The rotation movement shall be continuous through
	360 degree in all jack positions at all angle of elevation except for the
	cabin protection area. In driving condition, the ladder set shall be
	placed on the ladder head rest.
1.6.11	All the sliding sections shall have maintenance free Nylon/Steel rollers
	for sliding movements and means shall be provided for the lubrication
	of these rollers at an easily accessible position.
1.6.12	Hook On type additional ladder shall be provided for the access to
	main ladder assembly from the ground. A lifting eye shall be provided
	at the head of the main ladder section to lift the load (not less than 1500
	kg).
1.6.13	The water monitor Shall be fixed in the lower side of the cage for better
	firefighting and fully remote controlled for ready to use at the time of
	emergency from the ground also.

	1.6.14	All main ladder movements shall be possible individually and
		simultaneously. While using simultaneous movements there shall not
		be reduction in the speed of ladder movements. The ladder leveling
		movement shall be automatic in nature. No plumbing button or
		operation will be allowed.
	1.6.15	The functional, ergonomically designed main operating control
		console shall be provided on the left hand side of turntable, with
		suitable operator seat. The width of the main operator's seat shall not
		be less than 450 mm to ensure most comfort to the operator. The
		complete seat assembly shall be similar with EN 14043/ Japanese
		standards.
1.7		Hydraulic Cylinders
	1.7.1	The Hydraulic cylinders shall be double acting, fitted with lock valves
		so as to prevent ladder set, working cage from lowering or the
		outriggers from retracting in case of pipe or hose failure
	1.7.2	The cylinders shall be provided with automatic dampers to even the
		pressure shocks and shall dampen the movement when a mechanical
		stop is reached.
	1.7.3	Retraction of the outriggers shall be automatically prevented as soon
		as the ladder set have been lifted up from their transport position by
		way of electrical or hydraulic interlock system
	1.7.4	The ladder elevation and lowering has to be controlled by two
	1.7.1	hydraulic cylinders that both have their separate safety devices and
		both can alone carry the entire load in case of failure of any one of the
		cylinders.
	1.7.5	The piston rods of the outrigger cylinders shall be protected suitably
	1.7.5	in order to protect piston rods from damage caused by any external
		impact.
	1.7.6	Lifting of the ladder set from the transport position shall be prevented
	2000	before the outriggers are in support position and there shall be a
		limiting circuit to prevent damage to the Drivers cabin by the ladder
		set when not clears of the cabin.
	1.7.7	All the movements shall be automatically limited in their extreme
		position and the working cage shall be prevented from working outside
		of the permitted working range in any position.
	1.7.8	An emergency stop switch shall be provided on all control panels,
		which shall switch off the hydraulic pressure of all movements. The
		unit shall be supplied with an emergency Back-up System, driven by
		a separate power generator.
1.8		Turntable
210	1.8.1	The turntable shall be fully integrated steel structure containing center
	1001	post, slip rings, water line, etc. duly fastened to the main frame by
		means of slewing ring.
	1.8.2	A rotation drive with reduction gear and automatically operating
	1.0.2	braking system shall be installed on the turntable with easy access for
		maintenance and adjustment.
	1.8.3	The base control station shall be attached to the turntable so as to rotate
	1.0.5	with it and be accessible in all positions of the turntable. The main
		control console must be on the right/left hand side of the ladder for
		•
		better maneuvering better communication with driver cabin.

	1.8.4	The center post shall contain slip rings with double pins for electrical
	1.0.4	connections and hydraulic pressure and tank lines to allow continuous
		rotation of the turntable.
	1.8.5	The fasteners retaining turntable to the rotation mechanism shall be of
	1.0.0	proper grade and shall be torque properly.
	1.8.6	The rotation gearbox fastener shall be of proper grade and torque with
	1.0.0	proper backlash.
	1.8.7	Pins securing the hydraulic cylinders to boom and turntable shall be
	1.0.7	properly installed and secured.
	1.8.8	The hydraulic hoses, tubing and connections provided in the turntable
	1.0.0	shall be free from kinks, chaffing or leaks.
1.9		BODY WORK & EQUIPMENT LOCKERS
1.7	1.9.1	The frame for the bodywork shall be made of bolted extruded
	1.7.1	aluminum structure for maximizing corrosion resistance and
		minimizing weight. Steel structures shall not be accepted.
	1.9.2	The complete external paneling of the rear body shall be made from
	1.7.4	Aluminum sheet and / or GRP fitted to the structural member either by
		gluing or riveting or screwing.
	1.9.3	The complete flooring of the rear deck shall be made from non-skid
	1.7.5	aluminum plates.
	1.9.4	For the easy access to the rear deck from ground level, there shall be
	1.7.4	sufficient numbers of recessed steps on both sides of the vehicle
		provided with suitable grab handles.
	1.9.5	Equipment lockers shall be bolted together from aluminum sheets for
	1.9.5	easy of repair. All lockers shall be fitted with rollup doors, properly
		sealed to be water and dust proof. All doors shall be fitted with
		automatic switches activating the lights as soon as, the door is opened
		and also activating the warning in drivers cab to indicate exactly which
		doors are not fully closed.
	1.9.6	Sufficient numbers of lockers shall be provided on both side of the
	1.7.0	vehicle for keeping various accessories and equipment that are
		required to be detached from the cage and stowed. The locker shall be
		so made that load distribution on both sides is equal.
1.10		STABILISING/JACKING SYSTEM
1.10	1.10.1	The Jacking system shall consist of hydraulically operated four
	1.10.1	outriggers mounted in their housings in the main frame. Each housing
		shall be fitted with adjustable guides to provide smooth and accurate
		movement of the outrigger beam. Each and accurate movement of the
		outrigger beam. The outrigger piston rods shall be completely
		protected by closed steel profile.
	1.10.2	The Jacks shall be H-type/ A configuration only for their ability to
	1.10.4	stabilize the vehicle from behind obstacles and to be placed on raised
		structures as necessary. Each side shall have two separate stabilizers.
	1.10.3	The jack shall be provided with ground pressure sensors, which shall
	1.10.3	be correctly actuated before the ladder set is operated to ensure proper
		stabilization. Measured pressure values from each jack shall be
		displayed digitally with proper graphics on the control panel screen.
		ansprayed digitality with proper graphics on the control panel screen.

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1.10.4	5 1 2 2 2
	footplate to spread the load evenly and allow the operation on uneven
	ground.
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	and with automatic leveling system only. No manual leveling system
	will be allowed for safety propos.
1.10.6	The jacking system shall be controlled by two separate control panels,
	depending upon the side of the vehicle (each one at the R/H and L/H
	side). The panels shall have the following controls/graphical
	indications.
1.10.6.	1 Front and rear outrigger beam out.
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1.10./.	jacking width.
1.10.7.	
1.10.7.	the jack projection shall be recognized by the controlling system and
	the maximum outreach shall automatically be calculated as per the jack
	width.
1.10.7.	
1.10.7.	
	and the control panel shall be situated in such a position that, the
	operator will have clear look to the right and left hand side while
	extending the jacks. The control panels shall be located at the rear side of the vehicle.
1.10.7.	
1.10.7.	
	most point of the jacks to identify the position of the jacks 1 during
1 10 月	night operation.5 Four wooden, electric conductive, spreader plates shall be provided for
1.10.7.	
1 10 月	the use, when the vehicle is to be operated on soft 1 ground.
1.10.7.	
1 10 7	mechanism.
1.10.7.	
4 4 6 7	for night operation (switched on by the driving light of the chassis).
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1.10.8.	7 Volume control for main control stand speaker and speaker at ladder
	top
1.10.8.	8 Microphone for intercom system
1.10.8.	9 Level for emergency operation ladder
1.10.8.1	

	1.10.8.11	Button for automatic housing of ladder in head rest
1.11		ELECTRONIC SAFETY AND OUTREACH SYSTEM
	1.11.1	The computer controlled and stabilized system shall allow the
		outriggers to be positioned and the system shall be capable to select
		automatically the maximum allowed outreach to front, rear, right and
		left side.
	1.11.2	The CAN Bus system shall permanently calculate the possible
		outreach of the ladder set to the front, rear, right and left hand side.
		The real time calculation shall take into consideration:
	1.11.2.1	The actual position and ground pressure of the jacks.
	1.11.2.2	The load of the ladder set (wind load, cage load, additional load)
	1.11.2.3	The angle of elevation
	1.11.2.4	The extension length of the ladder set
	1.11.2.5	The turning angle of the turret
	1.11.3	The load on the ladder set shall be measured by means of three load
		measuring bolts. In addition the load has to be measured by integrated
		load measuring sensors in the ground plates of the jacks (black and
		white switches are not allowed).
	1.11.4	The display units of the system shall show maximum possible outreach
		and position of the working cage in real-time along with other details
		with easily interpreted graphic display, where in safe outreach limit
		areas are shown in a different color background.
	1.11.5	The electronic system shall be made in CAN-BUS technology and
		approved according to the valid standards and directives. The system
		shall be EMC tested (EU directive 89/336/EEC) and CE type tested by
		TUV or any other appropriate agency.
1.12		CAGE
	1.12.1	The working cage shall be attached to the tip of top section and it shall
		be foldable. Additionally the cage shall also be Fixed/Detachable Type
		The vehicle should be always in ready to go situation. There shall be
		sufficient space of at least 1 sq.m of standing area for three persons and safe working load shall not be less than 270 kg excluding the
		equipment permanently mounted in the cage. The working cage shall be kept 1 1 horizontally leveled in any position of the booms. The
		leveling system shall be controlled by an automatic horizontal level
		monitoring device with two fully automatic and independent safety
		circuits in case of an uncontrolled leveling failure. Manual emergency
		control of the cage leveling system shall be provided from the master
		control position only. Manual control from the cage shall not be
		permitted. The cage can be fully loaded at the full extended height
		when the fully loaded lifter will be in operation.
	1.12.2	The leveling movement shall be achieved with a cage. The
		independent levelling systems shall be able to carry the entire safe
		working load alone. The controls for folding over and in working
		position shall be integrated into the control panel for the jacking
		system. The entrance to the cage shall be provided from the front and
		rear.
	1.12.3	The cage shall be made of tubular aluminum profile reinforced with
		stainless steel. The cage shall be fitted with two (2) gull type (opens

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	upwardly to go closer to the rescue point) front doors and one rear door
	to access the ladder. The top railing over the doors shall be locked from
	opening accidently with the help a sliding pipe locking system so that
	one will not fall over when the cage door is opened.
1.12.4	To rescue persons in lying down condition provision for a swiveling
	stretcher and stretcher basket support which can be attached to the
	rescue cage in the front or rear shall be supplied. Provision shall be
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	made so hat stretcher baskets shall also be used. The stretcher basket
	shall be designed to carry the empty stretcher even if three fire fighters
	are in the cage.
1.12.5	The cage shall be designed for a safe working load that is not less than
	270 kg when no water is being discharged. Operator must be able to
	enter cage before boom system is being unrested allowing seamless
	operation from the cage only. It shall be tested for minimum 1.5 times
	overload capacity for static conditions.
1.12.6	The cage shaft be Fixed/Detachable type and always ready for the
1.12.0	
1.12.7	emergency. An emergency cage leveling operation shall be provided in case of
1.12.7	
 4 4 9 9	failure near the main operators seat
1.12.8	The cage control shall allow all ladder movement to be performed
	infinitely variable. During cage operation, the movement shall be
	automatically controlled by the safety System. When the ladder is
	operated from the cage, the speed of movements shall be the same as
	ladder control from main Control console.
1.12.9	The working cage control panel incorporating all control levers and
	safety system indications shall be fitted in the left side corner of the
	rescue cage and shall be moveable to the left front of the cage. A centre
	position shall not be allowed, ensuring easy access from the centre
	front access to the rear ladder access door. The Joy stick in the cage
	shall be identical that of the main console. The cage control panel shall
	always be visible and accessible, even when the additional equipment
	is used by the fireman. Two xenon flood lights shall be provided in
	front of the cage for illumination during night operations.
1.12.10	The cage control panel shall be fitted with following most important
	warning, indication and control devices, all marked by clear symbols
	for easy recognizance.
1.12.11	Operation/safety control switches /buttons
	1. Starting and stopping of chassis engine/Emergency stop y
	Switch
	2. Starting and stopping of operation.
	 Starting and stopping of operation. Joystick control level for each movement.
	•
	4. emergency stop button
	5. Manual operation for the working cage leveling system shall
	be provided at the main control position on turntable (Not in
	the cage, cage leveling must be possible without operator in the
	cage)
	6. Graphic display of remaining outreach in direction of boom 1
	movement and cage position.
	7. Foot pedal for oil pressure ON/OFF(Dead man type switch)
	8. Foot pedal for oil pressure ON/OFF (Dead Man type switch)
	1 0. 1 00t pedar for on pressure OTVOTT (Dead Main type switch)

		9. Button for lighting ON/OFF
		10. Button for automatic housing of ladder
	1.12.12	Microphone for intercom system
	1.12.12	
	1.12.13	Operation Colour 3D foldable display screen with the following
		indicators
		1. Graphic and audible indication for exceeding safe working
		load
		2. Visual warning for activation of working cage / boom collision
		3. Graphical indication for fully extended left outriggers
		4. graphical indication for fully extended right outriggers
		5. graphical indication for the rescue ladder "safe to climb"
		6. digital reading of actual rescue height
		7. digital reading of remaining outreach
		8. digital reading of remaining cage load
		9. digital reading of actual wind speed
		10. Button for cage light ON/OFF.
	1.12.14	One talkback audio system shall be present
	1.12.15	All ladder movements shall be stopped automatically when the cage
		collision system is activated
	1.12.16	The machine shall be equipped with 'Wall Climb' facility which
		allows automatic raising or lowering of the cage alongside a wall
		subject to the path of travel being clear of obstructions.
	1.12.17	The machine shall be equipped with a feature that works in such a way
		that the route travelled by the cage to reach a particular position may
		be retraced automatically for a number of times. This mechanism shall
		be activated by push button on the cage/main control panel.
1.13		HYDRAULIC SYSTEM
	1.13.1	Hydraulic power shall be provided by one axial piston pump, which is
		driven by the vehicle power take-off. The power provided shall not be
		less than 50 kW ensuring high speed operations
	1.13.2	Without any operation of the aerial device, the pump shall operate on
		minimum flow and minimum pressure. When one of the movements
		is operated the control valve automatically shall increase the pressure
		to a pre-set constant level and the oil flow to the amount that is needed
		for the movements activated. Such load sensing system, shall prevent
		the loss of power in the hydraulic system, which normally causes
		overheating of the hydraulic oil. It also shall reduce the stresses caused
		to the vehicle transmission and P.T.O. system. At the same time fuel
		consumption and exhaust emissions shall be kept at the minimum. By
		operating several movements simultaneously the oil flow shall
		increase automatically according to the need in the system thus making
		all movement speeds independent on each other. The constant pressure
		system with max. Pressure setting shall prevent overloading of the
		system with max. Tressure setting shan prevent overloading of the system and its components e.g. cylinders.
	1.13.3	There shall be a provision of instant couplings for attachment of
	1.13.3	manometer in each pressure line for checking pressure of each circuit.
	1.13.4	The filtration of the oil shall consist of a suction strainer in the suction
	1.13.4	line and air filter on the reservoir thus providing maximum reliability
		by protecting the hydraulics against foreign particles.

1.13.5 All hydraulic cylinders shall be double acting with hard chrome 1 plated piston rods and shall be fastened by means of preferably self-aligning ball bearings to prevent lateral forces from damaging the seals or piston rods of the cylinders. 1.13.6 The Hydraulic oil tank shall be mounted separately on the vehicle. Integrated oil tanks in the main frame shall not be permitted. The tank shall be fitted with oil level gauge, temperature gauge, suction connections with closing valves for easy maintenance and draining outlet with closing valve 1.14 BACK-UP FOR THE HYDRAULIC SYSTEM 1.14 In case of failure of main engine of vehicle, the hydraulic power for all necessary ladder movements shall provide via a separate electro-hydraulic pump (400 Volt). The electro-hydraulic pump shall be provided at a suitable place for safe and easy operation 1.14.2 There shall be a provision, to providing electricity to the hydraulic pump by the chassis battery for automatic and quick back up. 1.14.3 In case of electronic failure of main control panel system, emergency operation of all ladder movements shall be possible. All the ladder movements shall be charged when the engine is running. 1.15 CONTROLS AND SAFETY 1.15.2 When the vehicle is in operation yellow flashing warning lights mounted on the outriggers shall automatically prevented as soon as the booms have been lifted from their travelling position shall be prevented until the outriggers hall be tacken from the vealed provide on all four control panels. And an emergency stop switch shall be provided on all four control panels. And an emergency stop switch shall be provented as soon as the b	[1 1 2 5	All hadrest's and's dama shall be dealed a set of a solid band shares a
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1.15.8 All control movements can be performed by the control system from		1.15.8	
both control panels. The system shall consist of two displays, the			both control panels. The system shall consist of two displays, the

		graphical display and real time information about the outreach and the
		cage position and also to show possible movements according to cage
		position. In the text display there shall be main texts for:
		Warnings
		Emergency situations
		Help manual
		Fault finding system
	1.15.9	There shall be two independent drive elements to secure the ladder set
	111002	of which each is capable of keeping the ladder in its present position
		during the ladder movements. Operating the ladder by means of
		hydraulic winch system is not permitted.
	1.15.10	There shall be an inter lock, which only permits the ladder sets to be
		lifted from the head rest and thereafter other movements l are possible.
	1.15.11	All boom movements shall be electronically monitored and limited at
		their most extreme positions thus making it impossible for the operator
		to reach an unsafe configuration by normal means of operation. The
		movements having direct influence on y the stability of the aerial shall
		all be fitted with two separate limiting circuits, the first one stopping
		that particular movement, the second one deactivating the whole
		electric and hydraulic stem should the first circuit not have worked.
	1.15.12	For the stability of the ladder, the speed of all the movements shall
		slow down smoothly and automatically before reaching the final
		position and automatically stop all movements in the defined final
		position. The limiting system of the aerial must meet safety standard
		EN954-1 and Electromagnetic compatibility must be certified by EMC
		test certification. An overload warning shall be fitted to give and
	1 15 10	audible and visual warning in case of exceeding the safe working load.
	1.15.13	All load bearing hydraulic cylinders shall be fitted with lock valves
		directly integrated into or onto the cylinder structure to prevent the
		booms, the working cage or the outriggers from retracting in case of a pipe or hose failure.
	1.15.14	No bleed down system shall be allowed for safety reasons, system shall
	1.13.17	be either manually retracted with electric or manual driven emergency
		pumps and manual control of servo valves.
	1.15.15	The major movements, including lifting of the first boom to its
		maximum elevation and extending the telescopic movement or 1
		lowering the first boom at the maximum outreach shall be fitted with
		slow-down devices to provide smooth deceleration of the movement.
		If maximum outreach is achieved, only a retraction or rotation shall be
		possible.
	1.15.16	There shall be a driver's cabin protection mechanism which will stop
		respective ladder movement to avoid collision of ladder with cabin.
	1.15.17	There shall be an impact cut out which will stop all ladder movements
	1.15.18	An automatic hydraulically operated and electronically control
		leveling system (plumbing) shall be active all elevation and horizontal
		up to angle of 7.0 to 7.5° . The plumbing mechanism can be switch
		off/on from the main control console.
1.16	4444	OPERATING RANGE DISPLAYS
	1.16.1	An operating range display shall be provided at main control console,
		and cage control console, which shall provide information to the

		operator. The various signals coming from the sensors, computer shall
		be processed and visually represented in the form of text or symbol on
		the display.
	1.16.2	A scale down representation of the actual available range of operation
		shall be displayed showing exactly the ladder position, projection,
		ladder length, height and angle of elevation.
	1.16.3	A microprocessor shall control and monitor all ladder movements and
		safety system. If the safe operating limit is reached, the ladder
		movement shall be blocked automatically and a corresponding
		Message / indicator shall be shown on j display screen. It shall be
		possible to bring the ladder system back to safe working limits.
		Override buttons for further retraction are not permitted.
	1.16.4	Display shall show text massage of operational faults including its
		consequences.
	1.16.5	The operating range display shall be illuminated suitably for § easy
		reading during the night operation.
1.17		CONTROLS AND INDICATORS IN DRIVER'S CAB
		The following control and indicators shall be provided in driver's
		cabin.
	1.17.1	Visual warning for the main power switched on
	1.17.2	Visual warning for specific equipment locker being open
	1.17.3	Visual warning for the ladder set not being fully in transportation
	1.17.0	position
	1.17.4	Visual warning for the rear axle being locked
	1.17.5	Visual warning for the outriggers not being fully in travelling position
	1.17.6	Switch with visual indication for rotating beacons
	1.17.7	Switch with visual indication for siren unit
	1.17.8	Microphone for the public address system
	1.17.9	Switch for PTO activation
1.18	1,17,9	THE WATER MONITOR
1.10	1.18.1	
	1.18.1	Electrically operated monitor attached to the cage bottom, connected
		to the telescopic water way system. The monitor shall be made of light
		alloy and it shall be fitted with jet / fog nozzle with maximum nominal
		capacity of 1500 LPM at 8 bar with a throw range not less than 45m
		under standard wind conditions and -15 to +75 deg vertical movement
		and 30 deg horizontal movement. The monitor shall be electrically
		controlled from the main control at the turntable of the vehicle as well
1 10		as from the cage.
1.19	1 10 1	THE WATER WAY SYSTEM
	1.19.1	There shall be one fix installed aluminum pipe with 2 ¹ / ₂ " male BSS
		coupling in the under the ladder section which will be connected to
	4.40.5	fixed telescopic water way.
	1.19.2	The waterline shall be protected from possible over pressure by means
		of relief valves mounted in the water supply line.
	1.19.3	The water shall be supplied via telescopic fixed steel made waterway
		in under the ladder section to the monitor for ready to use.
1.20		INTER COMMUNICATION SYSTEM
	1.20.1	There shall be cordless talk back inter communication system fitted for
		communication between the turntable and the cage

	1 20 2	
	1.20.2	The system shall be combined microphone and loudspeaker for hands
		free operation and shall be located in the cage. The turntable control
		station is also equipped with microphone which shall be integrated in
	1.00.0	the loudspeaker with volume control.
	1.20.3	The microphone and the loudspeaker shall be sealed properly and it
		shall be protected from the ingress of water, dust and humidity.
1.21		ELECTRIC SYSTEM
	1.21.1	The electrical supply shall be taken from the vehicle batteries, which
		are kept, charged when the engine is running. Voltage of the system
		shall be 24 V DC and all circuits shall be provided with specific fuses
		depending on the current consumption of that circuit.
	1.21.2	When the main current is switched on, yellow flashing warning lights
		located at each outrigger and booms pivoting point and underneath of
		the working cage shall automatically be switched on.
	1.21.3	Two rotating beacon lights shall be provided on each side of the drivers
		cab roof with Amber color lens and at the rear of the vehicle on the
		ladder set. The beacon light shall be either Bosch or Hella make.
1.22		SIREN AND PUBLIC ADDRESS SYSTEM
	1.22.1	There shall be an electric siren unit fitted on the roof of the vehicle
		cabin or at a suitable place with the control unit mounted conveniently
		inside the driver cabin. Control panel of the system 1 shall be
		conveniently located for the driver and it includes switches for fast
		(yelp) and slow (wail) sounds.
	1.22.2	Command microphone, which is fitted with push-to-talk switch,
	1,44,4	allows the public address message to override the siren function.
1.23		RESCUE LIFT
1.23	1.23.1	The vehicle shall be equipped with a rescue lift, attached to the top of
	1.23.1	
		the ladder set. The rescue lift shall be designed for min. 300 kg and it shall be operated from the main control console as well as from the lift
		itself
	1 22 2	
	1.23.2	The ladder shall be designed in such a way that there is a safe rescue
		way from the lower position of the rescue lift to the working deck of
		the vehicle on the L/H side of the turntable for uninterrupted rescue
		operation. Because the main control console will be on the right hand
	1 00 0	side of the ladder section
	1.23.3	With the rescue lift it shall be possible to rescue maximum persons
	1.00 1	within minimum time from not less than 55mtrs. Rescue height.
	1.23.4	In transport position the rescue lift shall be folded, so that the height
	4	of the vehicle is kept at a minimum, as specified herein.
	1.23.5	The rescue lift shall be operated by an electro-hydraulic operated cable
		winch. The rescue lift shall have automatic safety devices, stopping
		the lift in case on winch failure.
	1.23.6	Preferably for quick and safe rescue operations the ladder shall be
		designed in such a way that there can be one firefighter along with two
	1	person in the rescue cage, while two persons are entering the rescue
		person in the reserve engel, while the persons are entering the reserve
		lift at 55m working height. In a nut shell at the time of simultaneous
		lift at 55m working height. In a nut shell at the time of simultaneous
		lift at 55m working height. In a nut shell at the time of simultaneous operation the loaded cage with loaded lifter can be operated at 55 mtr

1.24		should be five men selection switch for simultaneous operation. Simultaneous operation is completely optional.
1.24		Simultaneous operation is completely optional.
1.24		ROTATING BEACONS
	1.24.1	One each side of the drivers cab roof there shall be rotating beacon in
	1.44.1	yellow color .the switch for switching the beacons on/off with suitable
		signal light shall be fitted inside of the cab.
1.25		PAINTING
1.25	1.25.1	
	1.23.1	Before painting all surfaces of steel structures shall be carefully shot blasted after which they shall be primed and then applied the coat of
		approved paint. The ladder set shall be painted from all sides.
	1.25.2	The following Paint shades shall be used: Working cage RAL 9006
	1.23.2	Working cage support, boom sections, Related cylinders Silver RAL
		9006 Body work including cabin and turntable: Red RAL 3000
		Chassis frame touch-ups: Chassis original tone
	1.25.3	Fire and Emergency Services name and logo shall be provide in
	1.23.3	suitable position on the vehicle :
1.26		ACCESSORIES
1,20	1.26.1	Wooden outrigger ground pads/ plates with brackets -4 Nos
	1.26.2	Working range diagrams, at turntable & in the cage -2 Nos
	1.26.3	Marking of safe working load in the cage -1 Nos
	1.26.4	Unit type marked at the ladder -2 Nos
	1.26.5	Warning labels and instruction plates - 1 set
	1.20.3	Operation and maintenance manuals for Turntable ladder, Chassis -2
	1.20.0	sets
	1.26.7	Plug for 220 V (3 Nos) & 400V working light at the turntable and in
	1.20.7	the working cage -1 Nos
	1.26.8	Lifting hook under the first ladder set of capacity 4000 kg - 1Nos
	1.26.9	Swelling structure support c/w suitable folding structure to be installed
	1.20.7	on the cage when needed -1 Nos
	1.26.10	Positive pressure ventilator of at least 18000 m3/hr capacity-1 Nos
	1.26.11	Power generator 13.5 kva capacity ,220/380 v- 1 Nos
	1.26.12	Set of tools & accessories required for the repairs & maintenance of
	1.20112	Turntable ladder chassis, & other systems - 1set
	1.26.13	safety belts for cage occupants - 4 Nos
	1.26.14	Tool box with standard tools - 1 Nos
	1.26.15	Safety Rescue line length 60 mtrs. — 2 Nos
	1.26.16	collecting Head, 1x 4" BSRT Female outlet — 2x 2 1/2" BSS male
		inlet; complete with automatic valve between both inlets
	1.26.17	Basket Stretcher for rescue operations of people in lying condition,
		attachable to the stretcher support on the cage -1 Nos.
	1.26.18	2 ¹ / ₂ " Safety Pressure Valve for Monitor Supply Line -1 Nos
1.27		INSTRUCTION MANUALS
	1.27.1	Two sets of complete instruction manual for the operation and
		maintenance of Turntable ladder unit (including all systems), chassis
		and itemized spare parts list shall be supplied along with electrical
		circuit diagrams, hydraulic circuit diagrams.
	1.27.2	All the manuals, circuit diagrams, literature etc. shall be in English
		language
1.28		DRAWINGS

	1.28.1	The lay-out drawings of turntable ladder duly mounted on chassis
		specified herein shall be submitted along with the tender.
	1.28.2	The working range diagram along with all the details shall also be
		submitted along with the tender.
1.29		RTO CLEARANCE
	1.29.1	The vehicle shall conform in all respects of the provisions contained
		in the Indian Motor Vehicle Act, 1988 & Motor Vehicle Rules 1989
		or to any other statute modifications or re-attachment thereon from
		time to time. Vehicle Registration should be done by Supplier.
	1.29.2	All the equipment necessary for RTO's clearance shall be provided on
		vehicles.

RELATED SERVICES

Inspections and Test

The following inspections and tests shall be performed for turntable ladder:

Checks and Tests in Manufacturer's Vehicle/fabricator's workshop

During manufacture and especially prior to shipment/dispatch, verification and checks shall be carried out in order to ensure that the supply is according to the specifications and approved design documents.

All quality checks can be carried out as required during manufacture on the Contractor or on the subcontractor's premises before delivery of these supplies to his workshop.

The checks and tests to be carried out in the Contractor's premises shall include:

A functional check of all equipment.

Check of a vital dimensions as per designs.

Check on assemblies, welds, screws etc.

A check of operation of safety and protection devices.

Checks and Tests at Site

After delivery at site, the operating tests shall be carried out at site in presence of representative of a Contractor to check that the equipment fulfils the requirements of the specifications these shall include all tests carried out in the factory as well as additional tests with actual use.

The representative of a Contractor shall demonstrate the working of the instrument as required.

Training

The manufacturer's service engineer shall undertake the training (i) for minimum three (3) officers/ officials as nominated by Director General of Fire & Emergency Services, Andhra Pradesh for a sufficient period as mutually agreed and (ii) for the personnel of APSDRFS Five (05) personnel) in handling, operation and maintenance of the Turn Table platform.

Warranty

Warranty period will be of 60 months of both the superstructure and chassis, the supplier will be responsible to provide service and maintenance during warranty period as and when required at the place of respective instruments installed nearest service station of supplier (if within country and agreed by the End-user).

The supplier shall attend/rectify the defect within 72 hours any break down period for more than 10 calendar days, shall be added to the warranty period.

The supplier should provide the service report (type/cause of break down) to respective officer.

Maintenance and After Sales Services

Your service engineer will service the ladder superstructure in every quarter (every 3 months) at purchaser's site free of cost during warranty period

ANNEXURE - XII

INTEGRITY PACT

Between

The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 hereinafter referred to as "STC",

And

....., a company registered under and having its registered office at, hereinafter referred to as "**The Bidder**".

Preamble

STC is an international trading company dealing in purchase, sale, export and import of various commodities.

STC has invited tenders for purchase of and intends to award contract/s for purchase of the same under laid down organizational procedures, STC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders.

In order to achieve these goals, STC has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of STC

(1)STC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- (a) No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) STC will, during the tender process treat all bidder(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) STC will exclude from the process all known prejudiced persons.

(2) If STC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, STC will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures. 22

Section 2 – Commitments of the Bidder

(1) The Bidder commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder will not, directly or through any other person or firm, offer, promise or give to any of STC's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder will not commit any offence under the relevant IPC/PC Act. Further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by STC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
- e. The Bidder will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future tenders/contracts

If the Bidder/Contractor, before award of the contact or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, STC shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, STC shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for duration as may be considered appropriate by it.

Section 4 - Compensation for Damages and Forfeiture of EMD

- I. If STC disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, STC shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.
- **II.** If STC terminates the contract according to Section 3, or if STC is entitled to terminate the contract according to Section 3, STC shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

- 1. The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- 2. If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.

- 2. STC will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- 3. STC will disqualify from the tender process any bidder/contractor who does not sign this Pact with STC or violates its provisions.

Section 7 – Criminal charges against Bidder(s)/Contractor(s) /Subcontractor(s)

If STC obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if STC has substantive suspicion inn this regard, STC will inform the same to its Chief Vigilance Officer.

Section 8 – Independent External Monitor /Monitors

- 1. STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- **2.** The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.
- 3. Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.
- 4. STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor nhas no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.
- 8. The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded.

If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, STC.

Section 10 – Other provisions

- **1.** This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.
- **2.** Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.
- **3.** If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.
- **4.** Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of STC)

(For & on behalf of The Bidder/Contractor)

(Office Seal)

(Office Seal)

Place : Date:

Witness 1 : Name & Address

Witness 2 : Name & Address