

# **JAIPUR MUNICIPAL CORPORATION**



## **BID DOCUMENT**

**FOR**

**SUPPLY OF AERIAL HYDRAULIC LADDER PLATFORMS 48-50 MTRS.**

BID REFERENCE : **JMC /FIRE / ICB /1605**

Date of commencement of  
Sale of bidding document : 27 Nov 2009

Last date and time for  
sale of Bid : 30 Dec 2009 up to 11:00 am

Last date and time for  
Receipt of bids : 30 Dec 2009 at 3:00 pm

Time and date of opening  
of bids (Technical) : 30 Dec 2009 at 4:00 pm

Tender Fees : Rs 10000/-  
Receipt/ DD No./ Date : .....  
.....

**Name & Address of Firm** : .....  
(To whom Bid Document issued) .....  
.....

**PLACE FOR OPENING OF BID &  
ADDRESS FOR COMMUNICATION:**

**CHEIF EXECUTIVE OFFICER**

Jaipur Municipal Corporation,  
Pt. Deen Dayal Upadhyay Bhawan,  
Lal Kothi, Jaipur  
Ph No:- 0141-2742823

**FOR REFERENCES & QUERIES:**

**1. COMMISSIONER (FIRE)**

Jaipur Municipal Corporation,  
Pt. Deen Dayal Upadhyay Bhawan,  
Lal Kothi, Jaipur  
Ph No:- 0141-5101455  
Mo. No:- 09667443904

**2. CHIEF FIRE OFFICER**

Jaipur Municipal Corporation,  
Banipark Fire Station,  
Sawai Jai Singh Highway, Jaipur  
Ph No:- 0141-2201898  
Mo. No:- 09667443953

Signature of Issuing officer with date : .....

## JAIPUR MUNICIPAL CORPORATION

### SECTION - I

#### Invitation for Bids

#### **COMPETITIVE BIDDING FOR SUPPLY OF HYDRAULIC AERIAL LADDER PLATFORMS**

- (i) Jaipur Municipal Corporation (JMC) intends to procure above-mentioned items to strengthen its capacity for **DISASTER MANAGEMENT, RESCUE AND FIRE FIGHTING** with a view of capacity of building.
- (ii) The Chief Executive Officer, Jaipur Municipal Corporation now invites sealed bids from eligible bidders for Supply of **HYDRAULIC AERIAL LADDER PLATFORMS 48-50 MTRS HEIGHT.**
- (iii) Interested eligible bidders may obtain further information from Commissioner (Fire), Jaipur Municipal Corporation, Pt. Deen Dayal Upadhyay Bhawan, Lal Kothi, Jaipur Phone No 0141-5101455, Mo No 09667443904 or Chief Fire Officer, Jaipur Fire Services, Banipark Fire Station, Sawai Jai Singh Highway, Jaipur - 380001, Phone No 0141-2201898, Mo No - 09829039188.
- (iv) Interested Bidders may down load bid document from Jaipur Municipal Corporation official web site **www. jaipurmc.org** from 27-11-09 or purchase complete set of bidding document from Jaipur Municipal Corporation, Help line Lalkhoti Jaipur. The bidder has to deposit non refundable Tender fee along with the bids at the time of submission. The method of payment will be **Demand Draft of a Nationalized/ Scheduled Bank** in favour of **Jaipur Municipal Corporation** payable at Jaipur, India.  
**TENDER FEE:** Rs. 10,000/-
- (v) Bids must be delivered to Chief Executive Officer, Jaipur Municipal Corporation, Lal Kothi - 380 001 Rajasthan, India at or before 15.00 hrs on 30-12-09.
- (vi) All bids must be accompanied by required documents, the tender fee and EMD as mentioned below in a separate cover with all detailed technical information and Bid reference No. JMC /FIRE / ICB /1605. Bids will be opened in the presence of the bidders' representatives who choose to attend at the Jaipur Municipal Corporation, Lal Kothi, Jaipur – 380001. Rajasthan, INDIA **at 16.00 hrs on 30-12-09. Late bid will be rejected.**  
**EARNEST MONEY DEPOSITE:**  
**EMD shall be: Rs. 12,00,000/- in form of Demand Draft in favour of Jaipur Municipal Corporation, payable at Jaipur (Rajasthan)**  
*(Unsuccessful bidder's EMD will be discharged / returned as promptly as possible but not later than 45 days after the expiration of the period of bid validity prescribed by the purchaser)*
- (vii) In the event of the date specified for bid receipt and opening being declared as a closed / holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- (viii) **ADDRESS FOR COMMUNICATION:**  
**COMMISSIONER (FIRE)**  
Jaipur Municipal Corporation,  
Pt. Deen Dayal Upadhyay Bhawan,  
Lal Kothi,  
Jaipur - 302015  
Rajasthan, INDIA  
Tel: +0141 5101455

## SECTION - II

### INSTRUCTIONS TO BIDDERS (ITB) TABLE OF CLAUSES

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## **A. INTRODUCTION**

### **1. Source of Funds:**

- 1.1 The eligible payment for the procurement will be made by JAIPUR MUNICIPAL CORPORATION through fund made available by **DISASTER MANAGEMENT AND RELIEF DEPARTMENT, GOVT. OF RAJASTHAN.**

### **2. Eligible Bidders:**

- 2.1 The Invitation for Bids is open to all manufacturers and suppliers/ Authorized dealers.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents, to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 2.3 Bidders shall not be under declaration of ineligibility for corrupt and fraudulent practices in accordance with ITB Clause 35.

### **2. Cost of Bidding:**

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and testing of goods & equipments - to be supplied, Jaipur Municipal Corporation (JMC), hereinafter referred to as **"the Purchaser"**, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. THE BIDDING DOCUMENT**

### **4. Content of Bidding Documents**

- 4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
  - (a) Instruction to Bidders (ITB)
  - (b) General Conditions of Contract (GCC)
    - 1 Schedule of Requirements;
    - 2 Technical Specifications;
    - 3 Bid Form and Price Schedules;
    - 4 Bid Security / EMD Form;
    - 5 Contract Form;
    - 6 Performance Security Form;
    - 7 Manufacturer's Authorization Form;
    - 8 Equipment and Quality control Form.
- 4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information / Authorizations required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### **5. Pre bid meeting**

- 5.1 A prebid meeting shall be arranged on 11-12-09 at 11:00 am in meeting hall of Jaipur Municipal Corporation. In the meeting all clarification regarding bid shall be explained by the JMC and amendments, if any, shall be put on JMC official web site, if required by the clause 6.0 Amendment of Bidding Documents. No information shall be sent individually. The bidders are supposed to visit JMC web site regularly.

### **6. Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment and shall be put on the net (official web site of JMC).

- 6.2 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. PREPARATION OF BIDS**

#### **7. Language of Bid**

- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in **English language**. Supporting document and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

#### **8. Document Comprising the Bid**

- 8.1 The bid prepared by the Bidder shall comprise the Documentary evidence established in accordance with ITB Clause 12 and 13 that the Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted, are to be submitted in technical bid.

#### **9. Bid Form**

- 9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, a brief description of the goods, and their country of origin, quantity and prices inclusive of all taxes, duties and other expenditure.
- 9.2 The complete bid (all the pages and document) is to be marked page number and an index is to be enclosed detailing out the description, relevant clause no., page no etc.

#### **10. Bid Prices**

- 10.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods & services it proposes under the Contract. Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.
- 10.2 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 (except local taxes) will be treated as non-responsive and rejected, pursuant to ITB Clause 25.

#### **11. Bid Currencies**

- 11.1 Prices shall be quoted in **Indian Rupees** as Indicated in the Price Bid.

#### **12. Documents Establishing Bidder's Eligibility and Qualifications.**

- 12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 12.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
- (1) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized for the period of contract i.e. supply, warranty period, operation and maintenance contract (If executed) (as per authorization form in Section X) by the goods' Manufacturer or producer to supply the goods.

*[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufactures for the same item of the schedule in the bid will be treated as non-responsive.]*

- (2) that the Bidder has the financial, technical, and production capability necessary to perform the contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

- (a) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (b) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three/ five years and details of current contracts in hand and other commitments.

### **13. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- 13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 13.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule. The country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment / delivery.
- 13.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars of spare parts, special tools, etc., which are necessary for the proper and continuing functioning of the machine for a period of operation & maintenance contract (of 5 years). These parts are to be kept available with the local office of the bidder.

### **14. Earnest Money/ Bid Security Deposit**

- 14.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-IV – Schedule of Requirements.
- 14.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which warrant the security's forfeiture
- 14.3 The Earnest money/ bid security shall be denominated in Indian Currency and shall:
  - (a) be deposited as demand draft in favour of Jaipur Municipal Corporation payable at Jaipur, Rajasthan from a First Class Indian Bank.
  - (b) be submitted in its original form; copies will not be accepted; and
  - (e) remain valid for a period of 30 days beyond the original validity period of bid.
- 14.4 Any bid not secured in accordance with ITB Clause 15 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 25.
- 14.5 The bid security may be forfeited:
  - (a) if a Bidder
    - (1) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
    - (2) Does not accept the correction of errors or
  - (b) in case of a successful Bidder, if the Bidder fails:
    - (1) To sign the Contract in accordance with ITB Clause 33; or
    - (2) To furnish security deposit/ performance security in accordance with ITB Clause 34.

### **15. Period of validity of bids**

- 15.1 Bids shall remain valid for **120 days** after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19 and the bid security submitted by the bidder shall remain valid as per ITB Clause 14. A bid valid for a shorter period or bid security valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 15.2 In exceptional circumstance, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by cable or telex or fax or e-mail). The bid security provided under ITB Clause 15 shall also be

suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

## 16. Format and Signing of Bid

- 16.1 A Bid Form in the bid document must be filled by the bidder mentioning all supply to be intended along with schedule number. In case of non filling of Bid form a bid will be treated as rejected. Bidders are required to quote their intended supply and their total prices in bid form only.
- 16.2 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of Authorization shall be indicated by written power-of-attorney accompanying the bid in original copy. All pages of the bid, except for printed literature, shall be initialized by the person or persons signing the bid.
- 16.3 Any interlineations, erasures or overwriting shall be valid only if they are initialized by the persons or persons signing the bid.
- 16.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

### **D. SUBMISSION OF BIDS**

## 17. Sealing and Marking of Bids

- 17.1 The bidder is required to prepare three envelopes of original bid and two envelopes of copy bid. The original bid shall comprise following three envelopes:

Name	Envelope No.	Contents	Marking on envelope (Red Ink)
Technical Bid	1	All relevant documents except price schedule	Original Technical Bid
Financial Bid	2	Only Price Schedule; Nothing else	Original Financial Bid
Earnest Money	3	Only EMD DD and tender fee receipt copy or DD against tender fee	EMD

The copy bid shall comprise following two envelopes:

Name	Envelope No.	Contents	Marking on envelope (Blue Ink)
Technical Bid	4	All relevant documents except price schedule	Copy Technical Bid
Financial Bid	5	Only Price Schedule; Nothing else	Copy Financial Bid

- 17.2 The Bidders shall seal the envelope no 1,2 & 3 of original bid and envelope no 4 & 5 of copy bid in separate inner envelopes, duly marking the envelopes as “**Original Bid**” and “**Copy bid**”. Bidder shall then place all the envelope no 1,2 & 3 of original bid in an outer envelope and mark in red ink “**Original Bid**”. The bidder shall then place the envelope no 4 & 5 in separate outer envelope and mark in blue ink as “**Copy bid**”. The original bid shall be used for processing whereas the copy bid shall be kept in lock and key for further reference only. In the event of any discrepancy between them, the copy bid shall be opened for reference.
- 17.3 The Bidder shall seal and signed all envelopes. The outer envelopes shall:
- (a) be addressed to the Purchaser at the following address:  
Chief Executive Officer  
Jaipur Municipal Corporation,  
Pandit Din Dayal Upadhyaya Bhawan,  
Lal Kothi,  
Jaipur - 302015 Rajasthan
  - (b) bear the Name of the bidder, the Invitation for Bids (IFB) title and number, and a statement “do not open before 16.00 Hrs. on 30-12-09

- 17.4 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 17.5 If the outer envelope is not sealed and marked, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 17.6 Telex, cable or facsimile, E-mail bids will be rejected.

**18. Deadline for Submission of Bids**

- 18.1 Bids must be received by the Purchaser at the address specified no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 18.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**19. Late Bids**

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and / or returned unopened to the Bidder.

**20. Modification and Withdrawal of Bids**

- 20.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 20.3 No bid may be modified subsequent to the deadline for submission of bids.
- 20.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

**E. OPENING AND EVALUATION OF BIDS**

**21. Opening of Bids by the Purchaser**

- 21.1 The Purchaser will open all technical bids, in the presence of Bidder's representatives who choose to attend, at 16.00 Hrs. on 30-12-09 and in the following location:

Chief Executive Officer  
Jaipur Municipal Corporation,  
Pandit Din Dayal Upadhyaya Bhawan,  
Lal Kothi,  
Jaipur - 302015 Rajasthan

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

- 21.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 21.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 21.4 The Purchaser will prepare minutes of the bid opening.



## **22. Clarification of Bids**

- 22.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing (by registered post/speed post) and no change in prices or substance of the bid shall be sought, offered or permitted.

## **23. Preliminary Examination**

- 23.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether these bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section X
- 23.2 Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.
- 23.3 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 there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security shall be forfeited.
- 23.4 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 23.5 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Limitation of liability, Applicable law, and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 23.6 If a bid is not substantially responsive, it will be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **24. Currency**

In Indian Rupees only.

## **25. Evaluation and Comparison of Bids**

- 25.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive. No bid will be considered if the complete requirements covered in the schedules are not included in the bid.
- 25.2 Based on eligibility criteria and terms & conditions of bid the technical bids shall be evaluated first. The financial bids of only technically successful bidders' shall be opened.
- 25.3 The financial bids shall be evaluated on the basis of rates quoted in Price Schedule.
- 25.4 The JMC may compare the rates either by including schedule 2 of price bid or without it only for schedule 1. It will be discretionary decision of JMC as per the requirement and circumstances.

## **26. Domestic Preference – AS PER GOVERNMENT OF RAJASTHAN NORMS, IF ANY.**

## **27. Contacting the Purchaser**

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

## **F. AWARD OF CONTRACT**

## **28. Post qualification**

- 28.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified and is qualified to perform the contract satisfactorily.
- 28.2 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, as well as such other information as the Purchaser deems necessary and appropriate.
- 28.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

## **29. Award Criteria**

- 29.1 The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive (technically and commercially ) and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **30. Purchaser's right to vary Quantities at Time of Award**

- 30.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. In case of increase in the quantity of goods the purchaser may place suitable order with in 6 months of date of contract.

## **31. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

- 31.1 The Purchaser reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

## **32. Notification of Award**

- 32.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter named as Letter of Acceptance (LoA) or by cable/ telex or fax or E-Mail (to be confirmed in writing by registered letter), that its bid has been accepted. The delivery period shall commence from date of this letter.
- 32.2 The purchaser shall issue "Notification of Award" after completion of due formalities by the bidder.
- 32.3 Upon the successful Bidder's furnishing of performance security / Security Deposit pursuant to ITB Clause 35, the Purchaser will promptly refund the earnest money to each unsuccessful Bidder.

## **33. Signing of Contract**

- 33.1 As the Purchaser notifies the successful bidder that its bid has been accepted, the successful bidder shall contact the Purchaser and will make all the arrangement to execute the agreement/ contract with in 10 days from receipt of the LoA.

#### **34. Security Deposit & Performance Security**

- 34.1 Security deposit shall be 5 % of the cost of AHLP which shall have to be paid at the time of agreement on receipt of Letter of Acceptance (LoA). The notification of award shall be issued after depositing security/ performance security and proper agreement.
- 34.2 The security deposit shall be refunded after successful completion of warranty period. 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 AHLP. It shall be forfeited in case of any manufacturing defect is found in the AHLP 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 JMC so as to ensure round the clock uninterrupted operation of the AHLP.
- 34.3 Performance security shall be 5% of the total operation and/ or maintenance cost for the contract period (as the case may be) which shall have to be paid by the bidder before commencement of the operation/ maintenance work.
- 34.4 The Security Deposit & Performance Security may be in the form of Bank Guarantee in favour of Jaipur Municipal Corporation, issued by First Class Indian Nationalised Bank.

#### **35. Corrupt or Fraudulent Practices**

- 35.1 The Jaipur Municipal Corporation requires that Bidders/ Suppliers/ Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy,:
- (a) defines, for the purposes of this provision, the terms set forth as follows :
    - (1) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - (2) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Bidders (prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the Jaipur Municipal Corporation of the benefits of free and open competition;
    - (3) Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

The bidder has to submit an affidavit on non judicial stamp paper of Rs 100/- stating that they have never been accused/ involved in such practices and no action or enquiry is pending against them. The firm has never been blacklisted and no action regarding blacklisting is under process against them. The affidavit must be attested by Notary public/ oath commissioner.

#### **36 Contract Agreement:**

- 36.1 Successful Bidder has to enter into contract for period of 5 years for operation & maintenance of Aerial Hydraulic Ladder Platform. Successful Bidder has to appoint suitable number of qualified & trained operators which shall be mentioned in the bid. Successful Bidder will be paid for operation of Aerial Ladder Platform from the date of delivery and maintenance will be carried out free of cost for first two years of warranty period & thereafter for next three years charges for the same will be paid. Bidder has to mention operation & maintenance charges in price bid.

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(Signature of Bidder with Stamp)

Chief Executive Officer  
Jaipur Municipal Corporation

### SECTION III

#### **GENERAL CONDITIONS OF CONTRACT (GCC)** **TABLE OF CLAUSES**

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

- (a) "The contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The contract period" means period from signing of agreement to the date of completion of operation & maintenance including refund of performance BG.
- (c) "Operation and Maintenance period" shall start from the date of handing over the machine for the work after complete erection, commissioning and successful trial. The bidder should quote for O&M charges in price proposal keeping in view that machines and equipments are under warranty for first two years.
- (d) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (e) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (f) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, operation & maintenance and other obligations of the Supplier covered under the Contract;
- (g) "GCC" mean the General Conditions of Contract contained in this section.
- (h) "The Purchaser" means the organization i.e. Jaipur Municipal Corporation purchasing the goods.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site", where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.
- (l) The "Purchaser" is Chief Executive Officer, Jaipur Municipal Corporation, Pandit Din Dayal Upadhyaya Bhawan, Lal Kothi, Jaipur - 302015 Rajasthan
- (m) The "Supplier" means the firm/ bidder participating in the tender and/ or approved by JMC for the work.

### **2. Application**

- 2.1 These General Conditions shall apply to the extent that they are not superseded specifically by provisions in other parts of the Contract.

### **3. Country of Origin**

- 3.1 For purposes of this Clause "origin" means the place where the Goods are manufactured and/ or fabricated and/ or produced, or from which the Services are supplied.
- 3.2 The origin of Goods and Services may distinct from the nationality of the Supplier.

### **4. Standards**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative International standards.]

- 5. Use of Contract Documents and Information: Inspection and Audit by the Jaipur Municipal Corporation**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or any other information furnished by or on behalf of the Purchaser 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 so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract.
- 5.4 The supplier shall permit the Jaipur Municipal Corporation to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Jaipur Municipal Corporation, if so required.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 7. Security Deposit**
- 7.1 Within 10 days after the Supplier's receipt of LoA issued by purchaser, the Supplier shall deposit Security to the Purchaser for an amount of 5% of the contract value (cost of AHLP), valid up to 60 days after the date of completion of warranty period.
- 7.2 The proceeds of the security deposit shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Security deposit shall be in Indian Currency and shall be in the form of Bank Guarantee (BG) or Demand Draft in favour of Jaipur Municipal Corporation, Jaipur payable at Jaipur (Rajasthan) issued by a First Class Indian Nationalised Bank.
- 7.4 The security deposit will be discharged by the Purchaser and returned to the Supplier after 60 days following the date of successful completion of the warranty period
- 7.5 In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material shall be extended to a further period of 12 months and the Warranty Bond for proportionate value shall be extended 60 days over and above the extended warranty period. The security amount shall also be retained proportionately.
- 7.6 The Security amount shall be forfeited by the purchaser in case of default on the part of supplier and breach of contract/ non compliance of the terms and conditions of bid/ contract/ directions of purchaser.
- 8. Inspection and Tests**
- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The 3<sup>rd</sup> party inspection at the final stage before dispatch shall have to be managed and carried out by the supplier by any international/ country of origin of manufacturer's government agency. For finalising the inspection authority, the bidder shall get the approval by JMC. The inspection charges are to be borne by the supplier. The 3<sup>rd</sup> party inspection shall be witnessed by a team of JMC officials for which a written communication has to be given by manufacturer

well within the period (60 days) to make the travelling arrangements. The intermediate inspection after the completion of frame/ structural work may be carried out by JMC officials. In case of international visit the VISA for JMC officials is to be arranged by the supplier. A stage wise periodical report has to be submitted by the manufacturer.

- 8.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractors(s), at point of delivery. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser. If the goods are imported then the testing shall be done at supplier's works or at the Fire service HQ before being accepted.
- 8.4 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.5 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

## **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 precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 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 including additional requirements, if any, and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier as soon as possible but not later than the period mentioned in "Schedule of Requirement". The date of delivery of goods to the purchaser shall be the date on which the goods are supplied at the final destination i.e. V.K.I. Fire station, Jaipur, Rajathan.
- 10.2 The date of delivery of the scheduled requirement shall be considered from the date of LoA. The contractor or manufacturer shall inform the purchaser for carrying out inspection of the Scheduled Supplies once the units are fully ready as per the technical requirements laid down in the specification. The bidder shall inform the JMC about date of inspection at least 60 days before the date of inspection. Any delay on purchaser's part to carry out inspection or inform the manufacturer to ship the goods without inspection shall not be considered as a delay on manufacturer's side and shall not attract Late Delivery Charges.
- 10.3 Details of Shipping and other Documents to be furnished by the Supplier. Upon shipment, the supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including the Contract No, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:
  - (i) 2 copies of the Supplier's invoice showing the description of Goods, quantity, unit price, and the total amount;
  - (ii) Original and one copy of negotiable, clean, on-board bill of loading marked "freight prepaid" and two copies of non- negotiable bill of loading;
  - (iii) Two copies of the packing list identifying contents of each package;
  - (iv) Insurance certificate;
  - (v) Manufacturer's or Supplier's warranty certificate;

- (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

The Purchaser shall receive the above documents at least one week before the arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

## **11. Insurance**

- 11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

## **12. Transportation**

- 12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site i.e V.K.I. Fire station, Jaipur transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services:
  - (a) performance or supervision of the on-site assembly and /or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/ or maintenance of the supplied Goods;
  - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) On-site training of the Purchaser's personnel in assembling, start-up, operation, maintenance and/or repair of the supplied Goods.
  - (f) A complete training package in CD format for internal retraining of the operating personnel must be supplied for each product delivered.
- 13.2 No charges shall be paid for incidental services.

## **14. Spare Parts**

- 14.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier or original manufacturer of the AHLP;
  - (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract.
  - (b) The bidder shall provide the list of all spares parts required to keep the machine in full working condition along with the rates of the same. The rates shall be valid for entire contract period.
  - (c) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable as well as other spares to keep the machine in full working condition round the clock.
  - (d) Preventive maintenance schedule has to be observed strictly so as to minimise the brake down period.
- 14.2 The bidder is required to furnish an affidavit on Rs. 100/- non judicial stamp duly verified by Notary public to confirm that the material and other accessories and spare parts will be supplied at least for ten year after the expiry of the warrantee/ guarantee given for the goods.

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or



- workmanship of from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted after successful erection, trial and commissioning at the final destination indicated in the Contract,
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the specified period and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 24 months.”
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the specified period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 15.6 The manufacturer shall provide a Warranty Bond for fulfilment of Warranty Obligations.
- 15.7 The warranty period shall be 24 months from date of commissioning of AHLP. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
  - OR
  - (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be according to the GF&AR, Govt. of Rajasthan.
- 15.8 Principal manufacturer shall be liable for all clauses of contract till the full contract period including supply, warranty period, operation & maintenance contract (if executed). The principal manufacturer or their authorized bidder (distributor/ dealer etc) breach the contract then the action of black listing shall be taken against manufacturer also.

## **16. Payment**

- 16.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents submitted, and upon fulfilment of other obligations stipulated in the contract.
- 16.2 Payment for Goods and Services shall be made as follows:
- a. 90% of the cost of machine and equipments may be paid against delivery in JMC (F.O.R – Destination) and rest 10% shall be paid after successful completion of erection, commissioning, trial and duly registration with RTO Registration office, Jaipur.
  - b. The payment of operation and maintenance will be paid on the basis of invoice submitted by bidder after proper verification on quarterly mode.
- 16.3 All payments shall be firm as quoted in bid and shall be made in Indian Currency only.
- 16.4 Payment of Duties and Taxes:
- a. The Import Duty shall be paid directly by the Jaipur Municipal Corporation to the Commissioner of Customs immediately upon written confirmation received from the bidder.

- b. No payment shall be paid against Statutory Charges such as Port Charges, Warehouse Charges, Stamp Duty and/ or any other applicable charges whatsoever. The bidder shall quote all such charges inclusive in the bid prices.

**17. Prices**

- 17.1 The prices quoted in the bid shall be valid till the contract period is over.

**18. Change Orders**

- 18.1 The change/ modification suggested at the time of inspection/ erection/ commissioning/ trial has to be carried out by the bidder for which no extra cost shall be paid.

**19. Contract Amendments**

- 19.1 Variation in or modification, if required of the terms of the Contract shall be accepted by the bidder on written assignment.

**20. Assignment**

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

**21. Subcontracts**

- 21.1 The Supplier shall obtain prior written approval of the Purchaser for any subcontract to be awarded under this Contract. However, such approval shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Sub-contract shall be only for bought-out items and sub-assemblies.

**22. Delays in the Supplier's Performance**

- 22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

- 23.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in General Finance & Accounting Rules (GF&AR), Govt. of Rajasthan of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in GF&AR. Once the maximum is reached, the Purchaser may consider termination of the Contract with forfeiture of the earnest money, security deposit, performance security and/ or any other amount payable to the supplier.

**24. Termination for Default**

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

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

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser 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.

## **26. Termination for Insolvency**

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

## **27. Termination for Convenience**

- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment on the day of Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and / or

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

## **28. Settlement of Disputes**

- 28.1 The Purchaser 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.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchase or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
  - 28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
  - 28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified.
- 28.1 Notwithstanding any reference to arbitration herein the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- 28.3 The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as follows:
  - (a) In case of Dispute or difference arising between the Purchaser and supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be appointed by Local Self Government Department, Government of Rajasthan who shall act as presiding arbitrator.
  - (b) Arbitration proceedings shall be held at Jaipur, Rajasthan, India, and the language of the arbitration proceedings and that of all documents and communications between the parties may be English/ Hindi as mutually agreed.
  - (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

## **29. Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits, or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost repairing or replacing defective equipment.

### **30. Governing Language**

- 30.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### **31. Applicable Law**

- 31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.  
31.2 In case of any civil disputes the civil courts of Jaipur shall be the jurisdiction only..

### **32. Notices**

- 32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex, facsimile or e-mail and confirmed in writing to the other Party's address.  
32.2 A notice shall be effective when delivered to the concerned.  
32.3 For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

*Purchaser:* Chief Executive Officer  
Jaipur Municipal Corporation,  
Pandit Din Dayal Upadhyaya Bhawan,  
Lal Kothi,  
Jaipur - 302015 Rajasthan  
*Supplier:* (To be filled in at the time Contract signature)

### **33. Taxes and Duties**

- 33.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, Customs duties, Transportation and Insurance etc.(Including all Charges and excluding import duty), incurred until delivery of the contracted Goods to the Purchaser. The import duty shall be paid directly to concerned department of Gol by the purchaser for which the supplier will arrange the proper document and other requirements on due time.

### **34. Operation & Maintenance**

- 34.1 If decided by JMC, after erection, commissioning and the successful trial of the AHLP, the bidder has to make the arrangements for round the clock operation of AHLP (minimum two operators at a time along with other required staff) during warranty period whereas the arrangements for operation and maintenance has to be made for next 3 years after warranty period. The bidder has to manage all sorts of spares and repair job works. The details of personnel proposed to be employed and qualifications, experience and other details need to be supplied before hand to the purchaser.  
34.2 The genuine spares and POL shall be arranged by the bidder on the basis of ARC and the cost of same shall be reimbursed by JMC on producing of proper document duly verified by officer in charge.  
34.3 The genuine spares shall be arranged by the manufacturer for which an Annual Rate Contract (ARC) has to be executed by manufacturer with JMC. The rates of spares need to be enclosed with price bid.  
34.4 The bidder has to maintain a sufficient inventory of spares, POL etc in order to keep the machine operational round the clock.  
34.5 Special and general tools, jigs, jacks, equipments required for operation and maintenance has to be kept by the bidder at his own cost with out affecting the period of operation. The machine is to be checked regularly as per maintenance norms and the record of the same need to be maintained by the supplier and submitted to the purchaser.  
34.6 As this machine shall be used for fire fighting and rescue purpose in case of emergency so it should be kept in working condition round the clock.  
34.7 The staff will work as per the instruction of JMC officials. The decision of CFO, JMC regarding non compliance of instruction shall be final. The bidder will bear the financial & legal consequences.

34.8 A separate agreement shall be executed for operation and maintenance on the basis of negotiation on the suggested terms submitted by the bidder with the bid. The terms shall be finalized by the JMC and bidder is bound to comply the same.

**35. Intimation of progress**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under :

- Quantity offered for inspection and date;
- Quantity accepted/ rejected by inspecting agency and date;
- Quantity dispatched/ delivered to consignees and date;
- Quantity where incidental services have been satisfactory completed with date;
- Quantity where rectification/ repair/ replacement effected/ completed on receipt of any communication from consignee/ Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract  
(in case of stage-wise inspection, details required may also be specified).

\_\_\_\_\_  
(Signature of Bidder with Stamp)

Chief Executive Officer  
Jaipur Municipal Corporation

## **SECTION – IV**

### **SCHEDULE OF REQUIREMENTS**

<b>Schedule</b>	<b>Brief Description</b>	<b>Quantity/ Unit</b>	<b>Delivery Schedule/ Work period</b>	<b>EMD</b>	<b>Security Deposit</b>
Schedule - 1	Hydraulic Platform 48 to 50 meters height	01	Maximum 10 months from the date of issuance of Letter of Acceptance	Rs. 12,00,000	Security deposit equivalent to 5 % of cost of AHLP
Schedule-2A	Operation of above AHPL during warranty period	Job per month	Two years from the date of commissioning	-	5 % of the total cost of work
Schedule-2B	Operation of above AHPL after warranty period for next three years	Job per month	Three years from end of warranty period	-	5 % of the total cost of work
Schedule–2C	Maintenance of above AHPL after warranty period for next three years	Job per month	Three years from end of warranty period	-	5 % of the total cost of work

**SECTION –V**  
**TECHNICAL SPECIFICATIONS OF AERIAL HYDRAULIC LADDER PLATFORM**  
**48 TO 50 MTS. HEIGHT**

**SCOPE**

*This specification covers an aerial ladder platform unit with working height 48- 50 mts..*

*As a minimum requirement the design of operational stability and structural strength are based on criteria laid out in EN1777 Compliance with other norms and standards will be stated separately as applicable. The Aerial Hydraulic Ladder Platform (AHLP) should be suitable for fire fighting and rescue operation in buildings/ premises/ industries/ and different other locations and should be capable to perform the task up to height of 50 mtrs, mounted on suitable chassis. It should be maneuverable on Indian road conditions, operator friendly, able to perform satisfactory in critical climatic conditions of Rajasthan state, well insulated to protect from electric network and sky lightning. AHLP should meet the following technical specifications (The bidder may offer the AHLP with superior specifications and better quality):*

- 1.1 The Aerial hydraulic Ladder Platform shall be designed specifically for the purpose of fire fighting and rescue to enable firemen to go up over and above the other side of any obstruction. It shall comprise of main boom with Telescopic sections and two Articulated Booms with a cage mounted at the end of the last boom and the entire unit shall be mounted onto a suitable chassis with PTO. The Vehicle Chassis shall comply EURO III emission norms.
- 1.2 The Aerial Ladder Platform should confirm the norms of general standard laid **in EN 1777 : 2008 and EN 280: 2001** and other related European norms and standards applicable for elevated raised platforms used for Fire Fighting and rescue operations and the certificate to that effect issued by the competent agency shall be enclosed with the tender.
- 1.3 The Aerial Platform shall be capable of use at any angle of elevation without any reduction of load capacity of the cage. It shall also rotate 360 degree at any angle of elevation as well as below ground level subject to boom remaining clear of vehicle body and or any obstruction.
- 1.4 The appliance shall be compact and fast on the road and easily maneuverable in the crowded streets and around sharp corners. The overall dimensions shall not exceed the limits specified herein.
- 1.5 **The working height of the Aerial Hydraulic Ladder Platform shall not be less than 48 mtrs from the Ground and the Horizontal outreach shall not be less than 18 mtrs.**
- 1.6 A Telescopic Rescue Ladder shall be attached on the booms. The ladders shall be provided with sufficient width and handrails for rescue of the people at any height during rescue operation.
- 1.7 The AHLP shall be electro hydraulically controlled, permitting precise and easy operations under the most difficult conditions, with ample reserve strength and stability.
- 1.8 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.
- 1.9 The design of the AHLP shall allow a very large safety margin for extreme operating and climatic conditions. The safe working loads ratings shall include an allowance for the weight of water system and the reaction from the monitor jet while operation.
- 1.10 The Vehicle shall have a leveling system to adjust axial and transverse movement to an angle not less than 5 degrees and it shall be in automatic in nature, with an easy to switch full manual over-driving capabilities.
- 1.11 There shall be a full back up system for all boom movements and outrigger movement in case of failure of main system.
- 1.12 The Complete Movement of the AHLP shall be computer controlled and manual override.
- 1.13 The Control system of the AHLP shall be fully tropicalised and able to operate in a dusty and Humid condition and **Atmospheric temperature -5° C to +55°** of without reducing the maximum operating limits.



## **2. CHASSIS:**

- 2.1 The Chassis shall be suitable for mounting and efficient working of equipment detailed above of international standard make such as VOLVO/ MAN/ Mercedes/ Tata Daewoo etc. The bidder has to provide the technical detail of chassis suitable for their equipment. The chassis should perform efficiently in critical climatically conditions of Rajasthan state. The general technical specifications of chassis are as under:

Engine	Min. 340 HP, turbocharged, water cooled, BS III (Euro III)
Wheel base	Minimum 5585 mm
Drive	8X4
GVW	Apprx. 35 ton
Cabin	All day steel cabin with all standard features
PTO	Should be fitted having proper capacity
Steering	Right hand drive, power steering
Gear box	manual control nine speeds synchronized with crawler gear
Clutch	single/ multi plate, wet/ dry type, and power assistant
Frame	'C' Channel section made of high strength steel with cross members
Suspension	Latest type for steady & smooth movement of equipment
Tyre	Radial with two spare tyres
Electrical system	24V, with suitable capacity batteries & Alternator for charging the batteries

- 2.2 The Chassis along with machine & equipment (AHLP) shall be homologated from the appropriate authority in India in case not already an approved model or Suitable Exemption Certificate (from ARI and/ or respective agency) is to be arranged by Local Representative and to be included in offered price. Fire Service shall provide required documentation support for the same.
- 2.14 The chassis shall be provided with single day type cab with RED colour, made from high strength steel fully trimmed, external 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.
- 2.15 The chassis shall be supplied with standard tool kit, hydraulic jack of 20ton capacity, operator & workshop manuals.
- 2.17 The Chassis shall be fitted with gearbox mounted, suitable capacity Power Take Off Unit to drive the hydraulic pump for boom movements.

## **3. OPERATING REQUIREMENTS & DIMENSIONS OF FINISHED APPLIANCE:**

The Vehicle shall comply the following requirements:

working height	: Min. 48.0 Meters
Height to working cage bottom (Minimum)	: Min. 46.0 Meters
Max. working outreach at 400 kg cage load, at least	: Min. 18 Meters
Max. working reach below the ground level	: Not less than 5.0 Meters
Safe working load (without water discharge, minimum of)	: A minimum of 350 Kg
Safe working load with monitor (with water discharge) up to 3800 l/pm	: A minimum of 250 Kg
Rotation, continuous	: 360°
Transport height (depending on chassis)	: shall not exceed 4.15 m
Transport length (depending on chassis)	: shall not exceed 12.75 m
Transport width – shall not be more than	: 2.5 Meters

## **4. CONSTRUCTION:**

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.

## 5. **BOOMS:**

- 5.1 The vehicle shall perform the following functions/ operations
  - 5.1.1 Elevation
  - 5.1.2 Depression
  - 5.1.3 Extension & housing of telescopic sections
  - 5.1.4 Rotation 360 degree in either direction
- 5.2 **All the operations shall be electro-hydraulically operated with the help of hydraulic cylinders and chains & steel rope.** The system shall be purpose built to provide smooth takeoff, variable speed range and smooth slowdown, based on the criteria laid down under EN 1777 or any other relevant standards applicable for these kind of vehicles.
- 5.3 **There shall be three or more booms**, the first main boom with telescopic extensions providing direct movement and the other articulated boom with vertical movement of approx. 175 degrees, **and the last boom with vertical movement of not less than 80 degrees. The fly boom should have independent functioning Controls and shall not be a mere member of the cage leveling system. The other booms shall provide an up-and-over capability of minimum 12 m throughout its vertical movement.** Based on the selected outrigger position and cage load, the system selects automatically the maximum outreaches to all directions. The system capacity shall enable various outreach curves for each direction.
- 5.4 The booms shall be standard section type, welded construction; welding method shall be of latest technology to provide high durability and extreme accuracy. For high strength and minimum flexing of the boom sections only high tensile strength steels shall be used for load bearing structure.
- 5.5 The main boom elevation and lowering shall be controlled by two hydraulic 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. The first boom shall be able to elevate in the range of – 0 degree to +85 degree angle. To achieve the lowest possible traveling height, the cage boom shall be attached on the side of the main telescopic boom with a special bearing system.
- 5.6 All telescopic sections of the first boom shall move in a synchronized way and there shall not be any intermediate jerks during extension / retraction. Automatic slowdown mechanism at the beginning of the movement as well as end of the movement shall be provided to all boom movements. All the moving sections shall be fitted with adjustable guides to provide smooth and accurate movement. Various maintenance points shall be located well at hand either outside the boom or behind easily removable covers.
- 5.7 All booms shall be internally and externally primed and painted for long life span, treated against rust and corrosion.
- 5.8 **All necessary hydraulic, electric, air etc. lines up to the cage shall be installed inside the booms, thus being well protected.**

## 6. **HYDRAULIC CYLINDERS:**

- 6.1 The Hydraulic cylinders shall be double acting, fitted with lock valves so as to prevent booms, working cage from lowering or the outriggers from retracting in case of pipe or hose failure.
- 6.2 The cylinders shall be provided with automatic dampers to prevent the pressure shocks and shall dampen the movement when a mechanical stop is reached.
- 6.3 Retraction of the outriggers shall be automatically prevented as soon as the booms have been lifted up from their transport position by way of electrical interlock system.
- 6.4 The main boom elevation and lowering has to be controlled by two 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.
- 6.5 The piston rods of the jack cylinders have to be fully enclosed within steel profile in order to protect piston from damage caused by any external impacts.
- 6.6 Lifting of the booms from the transport position shall be prevented before the outriggers are in support position and there shall be a limiting circuit to prevent damage to the Drivers cabin by the first boom when not clear of the cabin.
- 6.7 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.
- 6.8 An emergency stop switch shall be provided on all control panels, which shall switch off the hydraulic pressure of all movements and shall stop the vehicle engine. The unit shall be supplied with a manual Bleed Down System and Emergency Hydraulic Back-up System.
7. **TURNTABLE:**
- 7.1 The turntable shall be powered by hydraulic motor. The 360 degree continuous clockwise and anti clock wise rotating turn table is mounted over sub frame at chassis. It shall be safely fastened by appropriate means to a slew ring.
- 7.2 Slew unit- The hydraulic motor driving the slew system connected through suitable reduction gear box has adequate power to turn the turntable in any position with full pay load in the work platform. The slew brake provided is always permanently and automatically applied until the slew motion of turn table is activated, thus releasing the brake with hydraulic pressure. The fail safe brake is engineered to hold the turn table in locked position, with any boom position when hydraulic power is removed.
- 7.3 A well designed rotary connector, mounted under the platform turntable conveys the water, hydraulic and electric power from the truck chassis to the turntable and up to the cage at boom end, while allowing the endless unrestricted rotation of the turntable over 360 degree in both directions.
8. **MAIN FRAME:**
- 8.1 The main frame shall be welded; box section type made from high tensile steel plates and shall absorb all the stresses generated by platform and outriggers.
- 8.2 The front mounting bolts of the mainframe shall be spring loaded to allow the chassis frame to flex when the outriggers are fully down to avoid any stress concentration on the chassis frame.
- 8.3 The resting support for booms shall be mounted onto the mainframe, and not to the chassis frame.
9. **STABILISING / JACKING SYSTEM:**
- 9.1 The Jacking system shall consist of hydraulically operated four 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. The outrigger piston rods shall be completely protected by closed protection profile. **All jacks and horizontal beams shall be hot-dip galvanized for better corrosion protection.**
- 9.2 The Jacks shall be H-type construction, each outrigger shall have two separate hydraulic cylinders, the first of which pushes the horizontal outrigger beam out and the second shall push the Jack vertical down.
- 9.3 The jack shall be provided with ground pressure sensors, and each wheels shall be provided with off-the-ground sensors, which shall be correctly actuated before the booms are operated to ensure proper stabilization.
- 9.4 Each Vertical jack shall be provided with self-aligning footplate to spread the load evenly and allow the operation on uneven ground.
- 9.5 The Jacking shall be able to level the vehicle up to 8 degree sideways and fore and aft with automatic leveling system. There shall be manual override system.
- 9.6 The automatic jacking system shall be controlled by handheld remote control box provided with backlit push buttons for following operations.
- 9.6.1 Left side outrigger beam out.
- 9.6.2 Right side outrigger beam out.
- 9.6.3 Automatic leveling
- 9.6.4 Outrigger back to transport position
- 9.8 The Jacking systems shall allow operating each jack individually and the jack projection shall be recognized by the controlling system and the maximum outreach shall automatically be calculated as per the jacks width.
- 9.10 The jacks shall be possible to control individually with control lever activating the outriggers control valves directly and the control panel shall be at the rear of the vehicle where the operator will have clear look to the right and left hand side while extending the jacks.

- 9.11 Yellow Flashing warning lights shall be provided at the outer most point of the jacks to identify the position of the jacks during night operation.
- 9.12 Four wooden spreader plates shall be provided for the use, when the vehicle is to be operated on soft ground.
- 9.13 The Vehicle shall be provided with Digital inclinometer along with conventional Spirit level gauge which will measure both fore, aft and sideways inclination of the vehicle.
- 9.14 The Jacking system shall also have automatic Variable jacking system with two independent automatically operating and self-controlling safety system to prevent an unsafe configuration.
- 9.15 The stabilising system shall also incorporate axle-locking mechanism if required.
- 9.16 The Jacking / Stabilising remote controlling box shall be located in such a way that it allows operator to see outrigger at all times and shall have long enough cable that operator can freely move to see all outriggers while operating. The remote control box shall also have indication lamps for the operation of stabilisation system. **The manufacturer shall also provide for a wireless Radio Jacking Control System.**
- 9.17 The available outreach to all directions must be shown on the outrigger display, while the outriggers are extended. This is to save time in an emergency situation, giving the operator the possibility to see the available outreach before setting up the machine.
- 9.18 The transversal and longitudinal angles of the chassis have to be shown on the display numerically before the outriggers are extended giving the operator the possibility to see whether the leveling capacity of the machine is sufficient without adding extra packing underneath the outriggers.
- 9.19 In addition, the following controls shall be provided on jack control panel:
  - 9.19.1 Starting of chassis engine
  - 9.19.2 Stopping of chassis engine
  - 9.19.3 Activating the outrigger controls
  - 9.19.4 Outrigger and outreach display with faultfinding system
  - 9.19.5 Operating hour gauge in the display.
  - 9.19.6 Switch for the battery driven back up for the hydraulic system
  - 9.19.7 Visual indications for leveling of the vehicle (fore, aft & sideways)
  - 9.19.8 Emergency stop
  - 9.19.9 Controls for the automatic jacking
- 9.20 The locker containing outrigger controls shall be fitted with an automatically operating door switch and a light for night operation.
- 10. ELECTRONIC SAFETY AND OUTREACH SYSTEM:**
- 10.1 The computer-controlled system shall allow the outriggers to be positioned and to select the working cage load according to working situation. The system shall be capable to select automatically the maximum allowed outreach to front, rear, right and left side. Based on calculations and parameters saved in the system to guarantee exactly the same outreach regardless of the external influences like wind speed and direction, temperature, friction of the cylinders, etc.
- 10.2 The display units of the system shall show maximum possible outreach and position of the working cage in real-time along with other details.
- 10.3 The electronic system shall be approved according to the valid standards and directives. The system shall be EMC tested (EU directive 89/336/EEC) and CE type tested by appropriate agency.
- 11. CAGE:**
- 11.1 **The working cage shall be fixed to the last articulated boom in such a way that there is a safe and easy way to and from the boom ladders through an inward opening door of the cage rear side. No climbing over the cage railing will be allowed. The working cage should fully comply with the safety requirement of EN280.**
- 11.2 The cage shall be made of tubular stainless steel profile with high durability. The dimensions of the working cage shall be min. 1.6 m (length) x 0.9 m (width) x 1.1 m (height) and **it shall be fitted with four inward opening doors** located at suitable places to enable safe access to the cage. The rescue entrance shall be located in the front.

- 11.3 The cage shall be designed for maximum of 350Kg working load & 250Kg when water is being discharged thru water monitor and shall be tested with 25% dynamic overload. **The maximum cage load of 350 kgs shall also be available at the outreach of 18 meters. The cage load of 350 kgs shall be available for operation even when the last boom (i.e the fly boom) is not in a fully retracted position and extended until to provide the outreach of 18 meters.**
- 11.4 The control panel in the cage shall be fitted in such a way that the operator shall see the booms clearly at all the times.
- 11.5 The cage shall be kept horizontally leveled in any position of the booms, by means of hydraulic cylinders. An automatic hydraulic device shall control the leveling system with fully automatic and independent safety circuit in case of an uncontrolled leveling failure. There shall be a master switch for the automatic leveling system, so that it can be isolated and then manually controlled system activated.
- 11.6 The working cage shall have capability to turn 30 degrees to each side from its center position. The movement shall be powered hydraulically with controls in the working cage and at the turntable control panels. The center position of the cage is indicated by a visual indication at both control panels.
- 11.7 At the front of the working cage there shall be a drop down rescue platform with automatically operating safety railing to provide additional safety during rescue and fire fighting. **The dimensions of the rescue platform shall be minimum 1.2 m x 0.6 m with minimum 180Kg load carrying capacity.**

**12. HYDRAULIC SYSTEM:**

- 12.1 The Hydraulic power shall be provided by a reliable and adequate capacity variable displacement axial piston pump, which shall be driven by the vehicle power take off.
- 12.2 The system shall be so called Load-Sensing type. When no operation of the aerial device is activated, the pump shall rotate on minimum flow and minimum pressure. When one of the movements is operated the control valve automatically increases the pressure to a pre-set constant level and the oil flow to the amount that is needed for the movements activated. The flow of the pump shall be sufficient to give the supply of Hydraulic oil at required pressure to all the movements activated simultaneously at full stroke without affecting the preset speed.
- 12.3 There shall be a provision of instant couplings for attachment of manometer in each pressure line for checking pressure of each circuit.
- 12.4 The filtration system of the hydraulic oil shall consist of suction strainer in the suction line, pressure filters in each pressure circuit, return filter in return line and air filter on the reservoir.
- 12.5 All hydraulic cylinders shall be double acting with hard chrome plated piston rods and shall be fastened by means of self-aligning ball bearings to prevent lateral forces from damaging the seals or piston rods of the cylinders.
- 12.6 Hydraulic oil tank shall be integrated into the main frame and shall have a proper heat dissipation system. The tank shall be fitted with oil level gauge, temperature gauge, and suction connections with closing valves for easy maintenance and draining outlet with closing valve.

**13. BACK-UP FOR THE HYDRAULIC SYSTEM:**

- 13.1 There shall be a separate battery driven Hydraulic pump, which provides independent means of hydraulic power in case of failure of main engine. The battery pump can be operated from all control panels.

**14. CONTROLS AND SAFETY:**

- 14.1 The Electrical supply needed for control system shall be taken from the vehicle battery which shall be charged when the engine is running.
- 14.2 When the vehicle is in operation yellow flashing warning lights mounted on the outriggers shall automatically remain on.
- 14.3 The engine starting and stopping switches shall be provided on all control panels and the engine speed shall be increased to the preset level as soon as any one of the dead-man safety switch is operated.
- 14.4 All boom and rotation movements shall be controlled electro-hydraulically by means of proportional valves. The proportional valve shall not be sensitive to changes of ambient or oil

- temperature, and shall provide smooth, safe and very accurate movements even in most severe operating conditions.
- 14.5 The speed of the first boom for lowering and extension shall be automatically reduced at maximum outreach. The first boom lifting speed shall be reduced before the maximum elevation.
  - 14.6 All control movements can be performed by the control system from both control panels and the outreach can be selected by the positioning the outriggers. The variable system shall consist two displays, the graphical display and real time information about the outreach and the cage position. In the text display there shall be main texts for:
    - 14.6.1 Warnings
    - 14.6.2 Emergency situations
    - 14.6.3 Help manual
    - 14.6.4 Fault finding system
  - 14.7 Signal lamps shall be provided for following functions:
    - 14.7.1 For the outriggers, in transport position in driver's cab
    - 14.7.2 For the outriggers working position on all control panels
    - 14.7.3 For the P.T.O. engaged in the driver's cab
    - 14.7.4 For the transport position of the booms in driver's cab
    - 14.7.5 For the middle position of the rotation on the turntable and cage control panel.
    - 14.7.6 For the exceeding of the safe working load in the cage on the turn-table and cage control panels
  - 15. TURNTABLE AND CAGE CONTROL PANELS:**
    - 15.1 The turntable control panel incorporating all joy-stick type control levers and safety system indicators shall be fitted with a rotatable arm at the side of the turntable. The control panel shall be placed and locked conveniently in its operating position to provide the operator with an excellent view over the different indications of the safety systems.
    - 15.2 The control panel can be rotated and locked in a position enabling direct access from the decking of the vehicle into control station.
    - 15.3 The control station shall be fitted with convenient adjustable seat to provide comfort even in case of prolonged operation. The platform underneath the control position shall be covered by non-slip aluminium plate.
    - 15.4 The control panels at turn table and cage shall be exactly alike which will reduce the risk of confusion amongst operators under stress or even panic. Both the control panels shall be provided with weather protection covers/ box.
    - 15.5 The turntable control panel shall have a change over switch to select the control station from which the operation is performed.
    - 15.6 Both control panels shall be fitted with following warning, indication and control devices, and shall be marked by clear symbols for easy recognition.
      - 15.6.1 visual and audible indication for exceeding safe working load
      - 15.6.2 visual warning for activation of working cage collision guard system
      - 15.6.3 visual indication for ground pressure of the outriggers
      - 15.6.4 visual indication for the rescue ladder "Rungs in alignment"
      - 15.6.5 visual indication for the center position of the booms
      - 15.6.6 visual indication for the center position of the working cage
      - 15.6.7 starting and stopping of chassis engine
      - 15.6.8 switch for the operating battery driven pump for hydraulic back-up system
      - 15.6.9 joy-stick control levers for each movement
      - 15.6.10 push buttons/ joystick for cage slewing
      - 15.6.11 emergency stop button
      - 15.6.12 overriding of the automatic working cage leveling system
      - 15.6.13 switches for activating the bleed down system
  - 16. CONTROLS AND INDICATORS IN DRIVERS CAB:**
    - 16.1 The following control and indicators shall be provided in drivers cabin.
      - 16.1.1 Visual warning for the main current being switched on
      - 16.1.2 Visual warning for outriggers in traveling position

- 16.1.3 Visual warning for any of the equipment lockers being open
- 16.1.4 Visual warning for the booms not being fully in transportation position
- 16.1.5 Switch with visual indication for rotating beacons
- 16.1.6 Switch with visual indication for siren unit
- 16.1.7 Microphone for the public address system

**17. SAFETY DEVICES:**

- 17.1 All the hydraulic cylinders shall be fitted with lock valves directly integrated into the cylinder structure to prevent the booms, the working cage or the outriggers from retracting in case of a pipe or hose failure.
- 17.2 Retracting of any of the outriggers shall be automatically prevented as soon as the booms have been lifted from their traveling position. Similarly lifting of the booms from the traveling position shall be prevented until the outriggers have reached the ground pressure.
- 17.3 The leveling system of the vehicle shall give audible warning at cage & ground level if permitted inclination increases due to changing ground conditions
- 17.4 All boom movements shall be limited at their most extreme positions making it impossible for the operator to reach an unsafe configuration by normal means of operation. The movements having direct influence on the stability of the AHLP shall be fitted with two separate limiting circuits, the first one retarding and stopping that particular movement, and the second one deactivating the whole electric and hydraulic system shall the first circuit fail.
- 17.5 All major movements such as lifting of the first boom to its maximum elevation, and extending the telescopic movement or lowering the first boom at the maximum outreach shall be fitted with slow-down devices to provide smooth deceleration, and starting of the movement shall also be retarded for smooth acceleration.
- 17.6 Inadvertent damaging of the drivers cab by the main / first boom shall be prevented by a system preventing lowering of the booms and rotation movement when the booms are near the driver's cab.
- 17.7 An overload warning system shall be fitted to give an audible and visual warning in case of exceeding the safe working load and boom movements shall be stopped. The system/mechanism shall be manually overridden by push button.
- 17.8 A cage collision guard shall be provided to provide additional safety when operating in darkness or in dense smoke. The system shall stop all movements.
- 17.9 An emergency stop button shall be provided on both control panels to provide immediate and complete "freezing" of all systems in case of an unexpected emergency.
- 17.10 All the control levers shall be activated only through "Dead Man" type pedal safety switch. The control levers shall automatically come to zero position when released.
- 17.11 There shall be a "bleed down" system, which can be operated from working cage and turntable control panels, to lower the booms and bring the working cage down onto the ground even if no hydraulic pressure is available with manual rotation mechanism.
- 17.12 When one of the outriggers has not enough ground pressure, the system shall give an audible and a visual alarm. If two outriggers lose ground contact, unsafe boom movements shall be stopped.
- 17.13 The cab of the vehicle shall be protected from damage by the booms or working cage. Working in front of the vehicle close to the cab shall be possible. When in the cab protection area, the movements of the booms shall slow down and stop smoothly. Cab protection system/mechanism shall be manually overridden by push button.
- 17.14 The booms shall be lowered back to transport position automatically by pushing a single push button as per preset sequence.
- 17.15 The safety system shall bring the working cage automatically to center position while lowering the boom in transport position.
- 17.16 There shall be a system, which shall bring the rungs of the ladder section in alignment automatically.
- 17.17 The vehicle shall be equipped with electrical sensors for temperature and pressure of the Hydraulic oil. The temperature and pressure shall be shown on every display unit.
- 17.18 The vehicle shall be fitted with tilt alarm to give audible & visual alarm on display if the vehicle

is leveled incorrectly.

- 17.19 The system of the vehicle shall be based on clear and easy to understand symbols. If texts are used on master screens, the language shall be English.
- 17.20 The wind speed sensor shall be fixed in the working cage. The wind speed shall be shown on every display unit. When wind speed is higher than allowed the system shall give audible and visual alarm. The wind speed meter shall not limit the use of the platform. **ALL IN ALL, the AHLP should be designed for absolute safety, keeping in the view the application and equipped with latest technology presently available.**

**18. BODY WORK AND EQUIPMENT LOCKERS:**

- 18.1 The structure for the bodywork shall be made up of stainless steel profiles properly fixed together by welding.
- 18.1 The complete external paneling of the rear body shall be made from Aluminium sheet fitted to the structural member either by gluing or riveting.
- 18.2 The complete flooring of the rear deck shall be made from nonskid aluminium chequered plate of properly riveted or bolted to the superstructure members.
- 18.3 For the easy access to the rear deck from ground level, there shall be sufficient nos of recessed steps on both sides of the vehicle provided with suitable grab handles.
- 18.4 Sufficient nos of lockers shall be provided on both side of the vehicle for keeping various accessories and equipments. The locker shall be so made that load distribution on both sides is equal. All the lockers shall be provided with rolling aluminium shutters properly sealed for water and dust ingress. All the doors of the lockers shall be fitted with automatic switches activating the light as soon as the door is opened and also activating the warning light in Drivers cab.

**19 THE WATER SYSTEM:**

- 19.1 The waterway shall be completely made of Stainless Steel /Aluminum material. The nominal capacity of the water way shall be 3800 l/min. There shall be approximate 2 ½" (63 mm) male inlet (as per BS standard) with a closing ball valve at each side at the rear of the vehicle from where the water line leads through the center post in the turntable up into the working cage where the water monitor is mounted. The telescopic water pipe shall be provided on the side of booms properly supported and protected with flexible pressure hose on the boom knuckles.
- 19.2 The water line shall be of minimum 65 mm Size of required thickness and designed pressure of 20 Kg/cm<sup>2</sup> and protected from possible over pressure by means of relief valves (set at a pressure of 16Kg/cm<sup>2</sup>) mounted underneath of the turntable.
- 19.3 A Telescopic water pipe shall be provided on the side of the booms. Moving sections of this pipe shall be externally ground & chromium plated for long life. Seals between the sections are of low friction type and can be easily tightened if so required. On the other booms a fixed Aluminium/ stainless steel pipe shall be installed and at the boom pivoting points, flexible and specially reinforced pressure hose shall be used. All hoses shall be fixed to the pipe with reliable span-lock connections.
- 19.4 An additional outlet of 63mm (as per BS standard) with female coupling and closing ball valve shall be provided to the water piping in the cage. There shall be drain cocks fitted in the piping to enable to drain the water from the piping after use.
- 19.5 On the front side of the cage underneath, a nozzle shall be provided for water spray curtain system to protect the cage occupants from radiant heat. Control valve of water spray curtain system shall be located inside the cage.
- 19.6 **On the front side of the cage underneath, a nozzle with spray arrangement at 500 lpm driven by hydraulic cylinders shall be provided.**

**20. WATER MONITOR:**

- 20.1 Water monitor shall be connected to the piping system and shall be mounted outside the cage in a suitable position so that the entire cage floor area can be fully utilized in extreme rescue situations.
- 20.2 The monitor shall be made of light alloy and fitted with jet / fog nozzle with minimum capacity of 3800 LPM.
- 20.3 The Monitor shall have remote-controlled for horizontal rotational movement to left and right



side and also vertical up and down movement.

- 20.4 There shall be isolating control valve for the monitor.

20 **INTER COMMUNICATION SYSTEM:**

- 20.1 There shall be fully transistorised talk back inter communication system fitted between turntable and the cage.
- 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 the loudspeaker with volume control.
- 20.3 The microphone and the loudspeaker shall be sealed properly and it shall be protected from the ingress of water, dust and humidity.

21 **ELECTRIC SYSTEM:**

- 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.
- 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.
- 21.3 2x 24 volts, 70watts, spotlights with swivel mounting bracket shall be fitted at the cage railing in the front side to provide extra safety during night operation. The switch for these lights shall either be provided on the light itself or on both the control panels.
- 21.4 Two rotating beacon lights shall be provided on each side of the drivers cab roof with Amber colour lens. The switch for switching the beacons on and off with suitable signal light shall be integrated in the control panel of siren cum public address system.

22 **SIREN AND PUBLIC ADDRESS SYSTEM:**

- 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. It shall have the fast (yelp) and slow (wail) sound modes with integrated switch for rotating beacon lights.
- 22.2 Command microphone, which is fitted with push-to-talk switch, allows the public address message to override the siren function. Operations are controlled by non glare-illuminated push buttons of different colours on control panel shall be provided.

23 **BOOM LADDER:**

- 23.1 A telescopic rescue ladder system shall be attached on the either side of the booms. **The design shall be such that it forms a direct and continuous rescue way with no crossover platforms or similar obstacles at the boom joints.**
- 23.2 The ladder shall be attached on the boom structure at several points throughout its length for stability even when operated in windy conditions. Extension movement of the ladder is automatically synchronized with the telescopic movement of the first boom and shall not require a separate control device.
- 23.3 Both control panels shall be fitted with visual indication for "safe to climb" (rungs in alignment) position of the ladder.
- 23.4 There shall be a safe access at the turntable from the ladder down to the decking for a continuous way from the maximum height down to the ground.
- 23.5 The ladder shall form continuous walkway from the ground upto the working cage without any gap between first boom to last boom to working cage for the safety of fire crews and victims. The bridging devices or manual operation of ladder for a continuous passage is not allowed. This is the prime requirement for the safety of hydraulic platform. The ladder shall be always in ready to use condition in any position of booms. The ladders shall be positioned with respect to cage in such a way that a safe entry inside the cage is made without having to jump over the railings of cage. The safe entry into the cage is the prime requirement for the safety of Hydraulic Platform.
- 23.6 The ladder assembly shall be made from aluminium alloy of sufficient strength to withstand the weight of 8 persons at a time and shall have suitable handrails for easy climbing. The distance between two rungs shall not be more than 290mm. Each ladder rug shall have a

- loading of 240 kg minimum.
- 23.7 The railings of the ladder shall be hydraulically operated for folding and unfolding. No manual operation is allowed.
- 23.8 All telescopic boom ladder sections shall be with fixed railings, and no folding is required. The cage boom railings shall be folded by hydraulic cylinders, and the controlling buttons shall be in both turntable and cage control panel.
- 24 **DIGITAL DISPLAY UNIT:**
- 24.1 The vehicle shall be provided with 3 full colour LCD displays situated at outrigger center, at turntable and the cage control panels.
- 24.2 The display shall have following features:
- |        |                 |   |
|--------|-----------------|---|
| 25.2.1 | Type:           | TFT technology  |
| 25.2.2 | Size:           | Min 5,0 inches  |
| 25.2.3 | Configuration:  | full colours  |
| 25.2.4 | Push buttons:   | Multifunctional Membrane type   |
| 25.2.5 | Warning Lights: | LED's   |
| 25.2.6 | Backlight:      | Suitably illuminated for night operation & shall have good visibility in broad daylight |
- 24.3 The display shall show the location of the fault if occurred in the system while operating the vehicle.
- 25 **FAULT FINDING SYSTEM:**
- 25.1 The control system of the vehicle shall have self-fault finding system. If any fault occurs during the operation, the system shall find out the same and shall show the location of the defective component on the display. The system shall incorporate simple test screens to enable testing of the working cage and the turntable control panels. The tests shall also cover display unit, push buttons, joysticks and control lamps.
- 25.2 **Hydraulic Aerial Ladder Platform shall be equipped with a GSM Modem which can connect the onboard system to a remote diagnostic system for fault finding to resolve any electronic fault in operation thru direct technical command / assistance from OEM's workshop or 24 X 7 customer care.**
27. **FIRE FIGHTING MAIN PUMP:**
- Centrifugal type main water pump shall be powered by to the split-shaft PTO.
- The pump shall have an automatic priming system for pump suction.
- The pump body, related parts and the impeller shall be made of bronze (gunmetal), the shaft shall be made of stainless steel and the water seal must be self-adjusting mechanical seal type, incorporating a spring-loaded, carbon ring running on a stainless steel seal. The seal assembly shall require no maintenance or adjustments during its life.
- The pump housing shall have internal water channels, whereby engine coolant liquid is continuously flowing, thus keeping the whole pump warm in cold climate conditions, and adding the engine cooling effect in hot climate conditions.
- The pump main data:**
- Capacity 6000 l/min / 10 bar / 1,5 m suction height
- The pump shall have 2 nos. 110 mm suction tube with couplings on both sides of the vehicle, or at the rear of the vehicle, screw-on blank caps with retaining chains and removable anti-rust internal strainers.
- Four 63.0 mm delivery outlets at the rear of the vehicle or two on each side of the vehicle, have instantaneous female couplings, closing valves and blank caps with retaining chains.
- The main pump panel shall be on left side of the vehicle. The pump panel shall be distinctly labeled, well illuminated and include:
- 1 flow meter display of the platform's water piping system
  - 1 remote throttle control for the pump speed
  - 1 pressure gauge
  - 1 compound gauge - vacuum and pressure
  - 1 pump tachometer

- Engine oil and coolant temperature light indicator warnings

The water pump pressure manifold shall be connected to the platform's water piping system with a closing / on-off valve.

**28. PAINTING:**

- 28.1 Before painting all surfaces of steel structures shall be carefully sand blasted after which they shall be primed and then applied the coat of approved paint. The final paint thickness of the paint film shall not be less than 100 microns. All the booms shall also be painted from inside.
- 28.2 For very high corrosion resistance of hollow structures such as steel profiles of the working cage, booms, outrigger beams and housings shall be treated with anti-corrosion protection preferably with "TECTYL".
- 28.3 The following Paint shades shall be used:
- 28.3.1 Working cage support, boom Sections, Turntable and related Cylinders: White RAL 9010
  - 28.3.2 Main frame, outriggers and Body work including cabin: Red RAL 3000. Aluminium roller shutters not to be painted
  - 28.3.3 Chassis frame touch-ups: Chassis original tone
- 28.4 The emblem of and word "**FIRE SERVICE NAGAR NIGAM, JAIPUR**" shall be painted on both side of the vehicle in English and Hindi language at suitable place as per the instructions of the Chief Fire Officer.

**29. ACCESSORIES:**

- 4 pc wooden outrigger ground pads with brackets
- 2 pc Working range diagrams, one at the turntable, one in the working cage 1 pc Marking of safe working load in the working cage
- 2 pc Unit type marked at the boom
- 5 sets of Warning labels and instruction plates 5 sets of Operation and maintenance manuals
- 1 pc Plug for 24 V working light at the turntable and in the cage 1 pc 24 V 70 W working light with universal bracket
- 1 pc Lifting loop under the working cage, capacity 350 kg
- 4 sets Fitment for safety belts in the working cage
- 1 pc Hydraulic pressure gauge
- 4 pc Locking pins for the outriggers
- 1 pc Battery operated Public Address system.
- 1 pc Remote control for water monitor.
- 1 No. Wind speed meter showing the wind speed both of the cage and turntable.
- 5 Nos. Personal protective Nomex fire fighting Suits (Multi layered) as per the following norms.

The suit shall be of three layers, in two pieces of pant and coat/jacket. Three layer personal protective suits shall conform to norms as specified in EN 469, protective clothing for firefighters and a certificate to this effect from the reputed institute of testing shall be sent along with the offer. The colour of the paint and coat shall be of blue and retro – reflective tape of 50 mm wide and also with an insignia of "**Fire and Emergency Services, Jaipur Municipal Corporation, Rajasthan**" shall be provided on specific portion of Jacket. Reflective tapes have to be provided around the body and sleeves. The gloves confirming to EN 659, boots confirming to EN 345, helmet with torchlight confirming to EN 443 and hood as per norms and test certificates to this effect from the reputed institute of testing shall be sent along with the offer. The suit and accessories shall be certified to mentioned EN (or equivalent) standards.

1 Set A breathing air system shall be provided from turntable to working cage. At the cage there shall be a 4-way manifold with instantaneous couplings to connect 4 breathing masks. Air cylinders to supply the breathing air shall be mounted at the turntable. The cylinder capacity shall be such that they provide minimum 7000 L of free air. Isolation valve shall be provided at suitable location so that the cylinder can be changed without interrupting the air supply. Pressure regulator as required shall also be incorporated in the system. Suitable face masks for breathing (4 nos.) shall be supplied.

Further Spares required for the maintenance of the Aerial ladder platforms and to be supplied with the following items:

**For Chassis:**

1. Engine oil filters : 2 sets
2. Diesel filters : 2 sets
3. Air filters : 1 set
4. Fan belts : 1 set
5. Fuses : 1 set
6. Accessory tools : 1 set each

**For Aerial Ladder Platform:**

1. Hydraulic filters : 1 set
2. Fuses : 1 set
3. Fault finding guides :
4. Suitable spare sensor 1 set

**30 INSPECTION, TRAINING AND COMMISSIONING**

The training facility must be capable of providing efficient operational training by a purpose designed operation simulator as well as by an actual fully operational product. Inspection /comprehensive training in operation, maintenance, and trouble shooting for 2 officers must be provided by the manufacturer at the manufacturer premises. Duration 5 working days, performed by Manufacturer certified instructors. An additional hands-on training in operation and maintenance must be provided at the end user upon the arrival of the vehicle. Duration 7 working days, performed by Manufacturer certified instructors. A complete training package in CD-format for internal re-training of the operating Personnel must be supplied for each product delivered. A presentation of such a package shall be given before the technical committee during technical bid evaluation.

**31 TECHNICAL BACK-UP**

The manuals containing operating instructions, maintenance manuals, illustrated spare part catalogues and workshop manuals have to be supplied in CD-format for the superstructure. The chassis must be commercially available standard type. The manufacturer must have factory trained and certified after sales personnel located in India. The manufacturer must guarantee the supply of spare parts and technical back-up for the superstructure for a period of 10 years.

Chief Fire Officer  
Jaipur Municipal Corporation

Commissioner (Fire)  
Jaipur Municipal Corporation

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(Signature of Bidder with stamp)

## **SECTION VI**

### **QUALIFICATION CRITERIA**

**Preface:-** The manufacturer of AHLP should be ISO 9001 Certified Company for the marketing, design, manufacturing and after sales service of aerial platforms for fire fighting and rescue operations. The manufacturer must have trained manpower in India to take care of maintenance (including AMC) and after sales service of the platform either directly or through its authorized after sales service partner, which shall have enough experience in Fire & Emergency Vehicles segment with full fledged facility for manufacturing /fabricating and servicing the Fire Vehicles / tenders. To substantiate, Indian agent / representative / distributor shall furnish the authorization letter in original with tender documents. Only those manufacture may Submit the offer that are themselves manufacturing the hydraulic platform for fire fighting and rescue purpose and the offer should come directly from them or their authorized representative.

A bidder must fulfill the following conditions to be eligible:-

- (A) The bidder or its Principal Manufacturer should be in regular line of manufacturing of "Aerial Hydraulic Ladder Platform for Fire Fighting and Rescue Use" and must have supplied at least 25 or more "Aerial Ladder Platform/ Aerial ladders for Fire Fighting and Rescue Use' During the three preceding years (Jan 2007 - Dec 2009) in world. Complete supply particulars should be furnished-this should include the customer's name and contact information, Maximum height of the "Aerial ladder Platform" and the date of supply. To substantiate it, the copies of purchase orders placed by the purchasers and dispatch documents including bills shall be attached with the offer.
- (B) The Principal Manufacturer should posses ISO 9001: 2000 Certificate for quality product and customer satisfaction. To substantiate it, the copy of the certificate may be attached with the offer.
- (C) The bidder or his principal manufacturer should have their sales & service network in India directly or through their authorized agency/ representative/ distributor. To substantiate it, authorized agency/ representative/ distributor shall furnish the authorization letter in original with tender offer. The authorization should remain valid till the full contract period including supply, warranty period, operation & maintenance contract (if executed).
- (D) At least five performance certificates shall be submitted along with the tender issued by any fire brigade for similar or higher capacity AHLP which should not be older than 3 years. The performance certificates of government departments or government owned organisations will be accepted preferably.
- (E) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture/ Fabrication and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.
- (F) Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.
- (G) Bidder shall deposit required earnest money of Rs 1200000 (Rs Twelve Lac) with his offer in the form of Demand Draft in favour of the Jaipur Municipal Corporation, Jaipur payable at Jaipur.
- (H) All documents should be self attested and Notarized.
- (I) The copies of following documents shall also be submitted with qualifying bid:-
  - I. Valid documents establishing the incorporation of the company/ firm
  - II. Memorandum of Association (MoA), Memorandum of Understanding (MoU) etc.
  - III. Balance Sheets and Profit Loss accounts for last three years (2006-07 to 2008-09) and other related financial documents duly approved by C.A.
  - IV. Authenticated document to establish the net worth of bidder
  - V. Valid VAT Registration Certificate

- VI. VAT/ CST/ RST exemption/ concession certificate (if any).
  - VII. Experience and performance certificates
  - VIII. Relevant and supporting documents for various clauses of bid
  - IX. Any other document bidder deems fit to strengthen the bid
- (J) The bidder has to enter into a contract with the department for operation & maintenance of the Aerial hydraulic ladder platform for a period of 5 years. To substantiate, an undertaking shall be enclosed with the tender documents otherwise the tender will be out rightly rejected.
  - (K) Technical bid should be confirmed clause wise in total. All the points have to be confirmed by the original equipment manufacturer (OEM) of the appliance. Certificate to the effect that manufacturer complies with all clauses of the tender should be submitted by the manufacturer with technical bid.
  - (L) The appliance should be new and not repaired/ refurbished. The certificate to this effect should be provided by the original equipment manufacturer (OEM) of the appliance.
  - (M) The bidder should have their liaison office in the state of Rajasthan or nearby state to look after the sales and service of the equipment. This is to ensure that timely services are provided at a short notice.
  - (N) Original Authorization letter from Manufacturer of AHLP must be enclosed with the bid, if bidder is not manufacturer and is authorized dealer of a genuine manufacturer.
  - (O) Bidder should mention clearly, the make and model of the equipment being quoted. They should enclose detailed technical specification and OEM's technical literature/ leaflets etc along with the bid.
  - (P) The bidders are required to submit all relevant documents in the "Technical bid". The financial bid of successful bidders shall be opened on the evaluation carried out by a purchase committee constituted by Government of Rajasthan. The evaluation of technical bids shall be based on the marks awarded as per the qualification criteria. Total of marks obtained by the bidders shall decide the rank of the bidders and only those bidders who obtains 50% and more marks shall be eligible for opening of financial bids.

**SECTION – VII**  
**BID FORM FORMAT**

To,  
Chief Executive Officer  
Jaipur Municipal Corporation  
Jaipur  
Sir,

Having examined the Bidding Documents including Addenda Nos..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver

Schedule No.	Description	Units	Prices
Schedule - 1	Supply of Aerial Hydraulic Platform Ladder mounted on suitable chassis for 48 to 50 meters working height and maintenance during warranty period	01	As per the price bid attached with the bid documents
Schedule - 2A	Operation of above AHPL during warranty period	Job per month	As per the price bid attached with the bid documents
Schedule - 2B	Operation of above AHPL after warranty period for next three years	Job per month	As per the price bid attached with the bid documents
Schedule – 2C	Maintenance of above AHPL after warranty period for next three years	Job per month	As per the price bid attached with the bid documents

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 deliver the goods in accordance with the delivery schedule specified in the Schedule Requirements. If our bid is accepted, we will obtain the guarantee of a bank as mentioned in bid document against supply and performance, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in the Bid Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

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

Dated this ..... day of ..... 20 .....

\_\_\_\_\_  
(Signature)

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

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## **PRICE BID**

(BLANK COPY TO BE ATTACHED WITH TECHNICAL BID DULY SIGNED AND STAMPED AND FILLED  
COPY WITH PRICE BID DULY FILLED, SIGNED AND STAMPED)

Sc. No.	Description	Prices in Indian Rupees	Unit
Sc- 1	Supply of Aerial Hydraulic Ladder Platform mounted on suitable chassis (as per Tender Specification) for 48 to 50 meters working height including Carriage and Insurance paid up to Jaipur (F.O.R.- Destination) and maintenance during warranty period as per terms and condition, and all other charges whatsoever except import duty (which shall be paid directly to concerned department of Gol by the purchaser).		01
Sc -2A	Operation of above AHPL during warranty period by trained operators with round the clock availability		Per month
Sc -2B	Operation of above AHPL after warranty period for next three years by trained operators with round the clock availability.		Per month
Sc -2C	Maintenance of above AHPL after warranty period for next three years by trained mechanics (excluding spares and POL).		Per month

Note:-

1. The lowest one shall be evaluated on the basis of rate quoted for Sc -1 with out considering the rate of Sc – 2A, 2B & 2C. The work mentioned at Sc – 2A, 2B & 2C has to be carried out by the bidder or their authorized representative approved for Sc-1. The rates of Sc – 2A, 2B & 2C shall be finalized & approved after negotiation on the offered rates.
2. If purchaser decides to go for purchase of AHL P and operation and/ or maintenance collectively, the lowest bidder shall be determined on the basis of rates quoted for Sc-1 and adding the rates of operation and/ or maintenance as the case may be.
3. JMC is at liberty to choose any of the options out of above 1 & 2.
4. Rates of spares shall be quoted separately and enclosed with this bid which shall remain valid till the contract period.
5. The bidder and manufacturer shall be responsible for all liabilities whatsoever up to completion of contract period.

\_\_\_\_\_  
(Signature of Bidder with Stamp)

Chief Executive Officer  
Jaipur Municipal Corporation



**SECTION – VIII**  
**CONTRACT AGREEMENT FORM**

THE AGREEMENT made the ..... day of ....., 20..... between .....  
(Name of purchaser) of .....(Country of Purchaser) (hereinafter “The Purchaser”) of  
the one part and .....(Name of Supplier) of ..... (City and Country of Supplier)  
(hereinafter called “ The Supplier”) of the other part:

WHEREAS the purchaser is desirous that certain goods and ancillary services viz., .....  
(brief description of the goods and services) and has accepted a Bid by the supplier for the supply of  
those goods and services in the sum of .....(contract price in words and figures) (hereinafter  
called “The Contract price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz. :
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specification;
  - (d) the General Conditions of Contract;
  - (e) the Purchasers Notification of award.
  - (f) Any other requirements from the purchaser communicated to the bidder in writing.
3. In consideration of the payments to be made by the purchaser to the supplier as herein after mentioned the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provision of the Contract.
4. The Purchaser hereby covenants to pay the supplier in consideration of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provision of the contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

S. N.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
As per price bid					

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

IN WITNESS whereof the parties hereto 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 Purchaser)  
in the presence of :.....

Signed, Sealed and Delivered by the  
said ..... (For the Supplier)  
in the presence of :.....

## SECTION – IX

### PERFORMANCE SECURITY FORM

To : \_\_\_\_\_ (Name of Purchaser)

WHEREAS .....(Name of Supplier)

hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated .....20 to supply ..... (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee :

*THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.*

This guarantee is valid until the ..... day of .....20.....

Signature and Seal of Guarantors

.....

.....

.....

Date .....20

Address : .....

.....

.....

## **SECTION – X**

### **MANUFACTURERS' AUTHORIZATION FORM\***

No. \_\_\_\_\_ dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (*named and description of goods offered*) having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific IFB. (*This para should be deleted in simple items where manufacturers sell the product through different stockings*)

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,.

(Name)  
(Name of Manufacturer)

Note : This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

**SECTION – XI**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE  
MANUFACTURER/ FABRICATOR**

BID NO. ....DATE OF OPENING : .....

NAME OF THE BIDDER : .....

(Note: All details should relate to the manufacturer for the items offered for supply)

1. Name full address of the Manufacturer
2. Contact Details of the Authorized Persons
3. Location of the manufacturing factory.
4. Details of Industrial License / Letter from Chamber of Commerce
5. Letter from Bankers Suggesting Sound Financial Health of the Company

.....  
Signature and Seal of the Manufacturer