

**GOVERNMENT OF MAHARASHTRA**

**No. MFS/8-A/2011/875**

Tel. No.2667 0439  
Fax No.2666 0287

**Directorate of Maharashtra Fire Services,  
State Fire Academy,  
Vidyanagari, Hans Bhugra Marg,  
Santacruz (East), Mumbai - 400 098.**

**Date : 17<sup>th</sup> September, 2011.**

**RATE CONTRACT**

**To,  
Babolatt Associates,  
S No.117/A/2,1, Mangalmurti Complex,  
Flat No.A/15, Parvati, Sinhagad Road,  
Pune - 411 030.  
Fax No. 020-2545 4640.**



**Sub : Rate Contract for Supply of Portable Fire Pump.**  
**Ref : 1) Government Resolution, Urban Development Department  
No.FFS-1408/708/CR-11/UD-20, dated 28.01.2009 and  
letter No.FFS1410/CR-27/UD-20, dated 16.08.2011.  
2) This office Tender No. MFS/RC/002/2010, Dated: 09/04/2010,  
& No.MFS/8-A/2011/814, Dated : 24<sup>th</sup> August2011.**

Your offer for Supply of Portable Fire Pump for the purpose of rate contract has been accepted. The details are attached as under:-

Schedule - I Summary of Rate contract  
Schedule - II Detailed Technical specifications and Approved Rates  
Schedule - III Terms & conditions of Rate Contract

**This Rate Contract will be valid from 17.09.2011 up to 16 .09.2013**

02. You are requested to acknowledge the receipt of this rate contract within 7 days from the date of receipt of this letter. Non-receipt of your confirmation of this rate contract within 7 days will be deemed to be your acceptance of the said rate contract with all the terms & conditions stipulated therein.

03. Any terms and conditions of your offer which are repugnant to or inconsistent with the terms and condition of this rate contract shall be void and of on force and effect.

04. Receipts of your agreement in duplicate and security deposit in the form of Bank Guarantee for due performance of the rate contract is hereby acknowledged.



Yours faithfully,

[ M.V. Deshmukh ]  
Director,  
Maharashtra Fire Services

Copy submitted for information to :

- 1) Principal Secretary-2, Urban Development Department, Mantralaya, Mumbai 400 032.

Copy fwc's :

- 1) Commissioner & Director, Directorate of Municipal Administration, Worli, Mumbai 400030.
- 2) Director General, Supply & Disposal, Govt. of India, New Delhi 110 001.
- 3) Directorate of Industries, New Administrative Building, Mumbai 400 032.
- 2) All Division Commissioners.
- 3) All District Collectors.
- 4) All Municipal Commissioners.
- 5) Chief Executive Officers of M.I.D.C. / CIDCO.
- 4) All Chief Officers of Municipal Council / Nagar Panchayat



# Rate Contract

Directorate

**Maharashtra Fire Services**

State Fire Academy, Vidyanagari, Hans Bhugra Marg,  
Santacruz (East), Mumbai – 400098



Rate Contract for Supply of Portable Fire Pumps

## SCHEDULE - I

### Summary of Rate contract

No. & Date of Rate Contract	No.MFS/8-A/2011/ 875, Dated : 17 <sup>th</sup> September, 2011.
Name & Address of the Firm	<b>M/s. Babolatt Associates,</b> S No.117/A/2,1, Mangalmurti Complex, Flat No.A/15, Parvati, Sinhagad Road, Pune-411 030. <b>Tel. No. 020-2545 4640.</b> <b>Fax No. 020-2545 4640.</b> <b>Shri. Patil : 9422002542.</b> <b>E-mail : umesh.babolatt@gmail.com</b>
Coverage of Rate Contract	Supply of Portable Fire Pump.
Area	This Rate Contract is meant for ULB's / SPA's State Govt. Undertakings, Organisations or Companies in the state of Maharashtra.
Period of Rate Contract	From : 17.09.2011 to 16.09.2013.
Validity Of Rate Contract up to	

Sr. No.	Description of Items	Rate
1	Supply of Portable Fire Pump along with Free Maintenance for 3 Years.	<b>Option I</b> (well designed hand starting device Recoil type Rope Start)  <b>Rs.1,40,000/-</b> (Rs. One Lakh Forty Thousand Only)
		<b>Option II</b> ( Recoil type Rope Start alongwith electrical start (battery operated) with inbuilt alternator)  <b>Rs.1,60,000/-</b> (Rs. One Lakh Sixty Thousand Only)

1	Rates	Above Rate is F.O.R. Destination in the state of Maharashtra.
2	Taxes	Inclusive of All Taxes such as MST, CST, VAT, Excise Duty, Work Contract Tax, Service Tax, Duties, Levies, Surcharges etc.
3	Octroi	To be paid by the concern ULB's if applicable at actual. OCTROI / CESS ON ENTRY OF GOODS/ LOCAL BODY TAX will be paid extra at actual, however the octroi payment should be done only after production of documentary evidence only. In case of Municipal bodies, if the octroi is refundable, the octroi shall not be paid to the agency.
4	Delivery Period	Within 60 Days from the date of issue of work order.
5	Compensation of delay	If the Vendor fails to meet the delivery schedule / period provided under Clause 3.4 of this Contract, it shall be liable to pay compensation to the Purchaser/Purchaser Party for delay in completion of the Contract at the rate of Rs.1000/-per day per pump, subject to a maximum of 10% of the Contract Price.
6	Stagewise Inspection	There will be minimum 2 stage inspection as specified in detailed specification.
7	Payment	The payment shall be made 100% against the delivery. However, an amount of 5% in the form of Bank guarantee against the order placed by the purchaser for that respective quantity shall be kept with the purchaser separately till the warranted period i.e. for the period of 3 years.
8	Area	This Rate Contract is meant for ULB's / SPA's State Govt. Undertakings, Organisations or Companies in the state of Maharashtra.
9	Terms & Conditions	As per Schedule III
10	Rate Contract holder should submit monthly statement of orders received and executed to this office by 10 <sup>th</sup> of every month without fail. The Indenting Officers of ULB/SPA/Govt. Department shall place orders with the firms and should send copies thereof to this office.	
11	Consignees should intimate complaints if any within six months from the date of receipt of the pump.	
12	Since the rate contract possessor have executed agreement and paid security deposit with the Directorate of Maharashtra Fire Services, there is no necessary for asking security deposit, samples again by purchasing department separately.	
13	No price escalation will be allowed.	
14	The purchasing officer of ULB's/SPA's, Govt. Departments shall forward work orders copies to the Directorate office.	
15	The Work Order for the Portable Fire Pumps will be placed by the respective offices under the State Government. The Respective Purchaser will be responsible for making the payments for the goods supplied or services rendered as per the Rate Contract only.	
16	Warranty Period - 36 Months from the date of Delivery	



17 **Signing of Contract:-**

- 1) The successful Bidder shall execute an agreement of contract in a given format (as in Annexure) within 7 days from issue of the letter of intent from Directorate of Maharashtra Fire Services. In exceptional circumstances, on request of the successful bidder in writing for extension, Director, Maharashtra Fire Services reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
- 2) In addition to terms and conditions being mentioned hereunder, all terms and condition of the RFP and Minutes approved in Pre-Bid Meeting will also be applicable for the contract.
- 3) At the time of signing the agreement, the successful Bidder shall submit Security Deposit collected from each of his dealers for required amount in the form of Bank Guarantee drawn on any Scheduled Bank in favour of the Director, Maharashtra Fire Services, and Government of Maharashtra in the format given in Annexure. Without this agreement will not be executed.
- 4) There shall be an agreement signed by the Director, Maharashtra Fire Services, with successful bidder and his dealers if any.
- 5) On failure of execution of the agreement by the successful bidder, all EMD's furnished will be forfeited.
- 6) Terms and condition of the contract should be as per Schedule III enclosed herewith.



  
[ M.V. Deshmukh ]  
Director,  
Maharashtra Fire Services





**Directorate**  
**Maharashtra Fire Services**  
State Fire Academy, Vidyanagari, Hans Bhugra Marg,  
Santacruz (East), Mumbai – 400098

## **Rate Contract**

**Rate Contract for Supply of Portable Fire Pumps.**

### **SCHEDULE – II**

#### **DETAILED SPECIFICATIONS FOR PORTABLE FIRE PUMP**

**NAME OF WORK:** Supply of Single delivery Portable Fire Pump of 275 Imp @ 4 kg/cm<sup>2</sup> as per IS-942 - 1982 (Reaffirmed 2000) for the use of various ULBs/SPAs, State Govt. Undertakings, Organisations, Enterprises or Companies in the State of Maharashtra - Qty 1 Nos.

#### **SCOPE :**

The specifications are drawn in line with the standard lays down as per the requirement regarding supply and maintenance of Single Delivery Portable Fire Pump as per IS-942 1982, however some of specifications are designed / modified for optimum utilization and enhancement of performance of the fire pump. The unit shall consist of the pump having an output of not less than 275 l/min at a pressure of 4 kgf/cm<sup>2</sup>, fitted on a tubular steel frame and with anti-vibration coils/pads. The complete unit shall be of lightweight construction, so that it can be easily carried by two men.

#### **MATERIAL:-**

- A)** The pump comprising volute, body ( casing ) impeller and one delivery outlet shall be manufactured from light aluminium alloy conforming to IS : 617-1975.
- i) The mild steel tubes used for the fabrication of tubular frame shall conform to IS : 3601- 1966.
- ii) The spindle of the delivery valve shall be made of stainless steel conforming to 07CR18Ni9 Grade of IS : 6603-1972:
- B)** All parts which form waterways, or come into contact with water, shall be of corrosion resisting material or treated in a suitable manner. All metal parts exposed to atmosphere shall be either corrosion resisting or treated in a suitable manner.

## DESIGN

### A) The components of the unit shall comply with the following requirements.

#### I) Engine

- i) The engine shall be a single cylinder two-stroke or four-stroke Diesel driven, confirming & certified to IS-10001 (Reaffirmed 2002)
- ii) The Engine shall be air-cooled.
- iii) (Option – A) - A well designed hand starting device Recoil type Rope Start & (Option – B) - A well designed hand starting device Recoil type Rope Start and also with electrical start (battery operated) with inbuilt alternator shall be provided to ensure reliable and quick starting engine.

#### II) Pump

- i) The pump shall be of single stage centrifugal type, directly mounted on the extension of the crankshaft of the engine.
- ii) The pump casing shall be so designed as to afford easy access to the impeller and facilitate erection and inspection. The outer face of the pump casing shall carry the suction and delivery connections and their fittings and priming device.
  - i. The pump shall be fitted with mechanical gland of self adjusting type.
  - ii. The pump shall be tested for the performance of its duties (see 'c' i.e. duty pressure) at  $27^{\circ}\text{C} \pm 2^{\circ}\text{C}$  and at pressure of 760 mm of mercury. The following allowances ( deductions ) shall be made :

#### a) Output –

- i) One percent of every  $2.5^{\circ}\text{C}$  rise in water temperature
- ii) 4 percent for every 300 mm elevation above mean sea level; and
- iii) No allowance shall be made for humidity up to 75 percent. However, deductions at the rate of 1 percent of every 5 percent change in humidity shall be made when the humidity ranges from 75 to 95 percent.

## Lift -

- i. 30 cm every 300 m elevation above mean sea level, and
- ii. One percent for every 2.5° C rise in water temperature.

### b) Duty Pressure :-

The pump shall be tested with suction strainer fitted continuously for 4 hours shall be with a lift of 3 m for the following duties:

Output l/min	Pressure kgf/cm <sup>2</sup>
1. 545	2.5
2. 365	3.5
3. 275	4.0

- c) **The pump suction** shall be fitted with 75 mm male round threads and female blank cap. The round threads shall confirm to Table 3 of IS: 902-1974.
- d) The delivery valve shall be of screw down type and fitted with 63 mm female instantaneous coupling and blank cap. The delivery valve shall confirm to IS : 4928-19687.

### III) Primer -

The primer shall be capable of lifting water at least through 5 m in not more than 45 seconds and shall be preferably fully automatic.

### IV) Framework –

It shall be of a cradle design made of tubular steel and provided with anti-vibration Coils /pads.

The cradle shall be fitted with 4 folding handles of spring loaded type. The handles shall be capable of being used for tying the ropes for slinging the pump down in the well.

### V) Suction Hose –

The lengths of 75 mm suction hose shall be 4 of 2.5 m or 2 of 4.5 m conforming to IS : 2410-1963\*. The suction hose shall be fitted with 75 mm suction hose coupling conforming to IS : 902-19747. Along with the Universal suction wrenches.

### VI) Strainers :-

Gunmetal Strainer & basket strainer as per the IS standards should be provided

## VII) Fuel Tank –

The fuel tank shall have a capacity for 2 hours continuous running.

## VIII) The control panel shall include: -

- a) Hand throttle,
- b) Pressure gauge calibrated from 0 to 10 kgf/cm<sup>2</sup>, and
- c) Compound gauge with pressure calibrated from 0 to 6 kgf/cm<sup>2</sup> in black and vacuum 0 to 75 cms of mercury in red.

## IX) Tools and Instruction Book -

A tool kit comprising all essential tools required for normal maintenance, shall be provided with each pump along with a fully illustrated booklet and item wise spare parts list.

## X) Weight -

The total weight of the unit with fuel shall not exceed 110 kgs.

## XI) WORKMANSHIP AND FINISH

- i) All parts of the unit shall be of good workmanship.
- ii) The cradle shall be painted in Fire Red (see Shade No. 536 of IS:5-1978; ). The paint shall conform to IS : 2932-19748.

## XII) MARKINGS

Each pump set shall be clearly and permanently marked with the following information:

- i) Manufacturer's name or trade-mark;
- ii) Type of engine and pump;
- iii) The output of the pump in l/min;
- iv) Weight of the pump set;
- v) Year of manufacture; and
- vi) Instructions for operation of the pump.

### Stage wise Inspection

Advance notice of at least 1 week shall be given by the Vendor to the Purchaser for the purpose of such inspection. However, the Vendor must keep the vehicle ready for stage wise inspection before giving such notice. The Purchaser reserves the right for carrying the immediate inspection after receiving such notice for inspection

The stages of inspection will be as under:-

1st stage inspection	a) Structural Inspection b) Inspection of pump Assembly & Pump casing c) Endurance Testing of pump- continuous running d) Priming Test as per IS- 942/1988 e) Complete functions-operations of all systems installed
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	f) Pre finishing inspection of pump & all related accessories and equipments
II <sup>nd</sup> stage inspection (Final)	a) Compliance of non conformities, if any b) Final Acceptance test and final Finishing, painting of the complete pump set

Delivery of the Portable Fire Pumps will be only accepted after the III<sup>rd</sup> stage successful inspection report.

- ✚ Director, Maharashtra Fire Services or his authorized representatives will carry out the stage-wise inspection.
- ✚ Each stage wise inspection will be carried out by three member's team authorized by Director, Maharashtra Fire & Emergency Services.
- ✚ Contractor will abide the schedule of stage wise inspection well in advance.
- ✚ ALL Expenses of inspecting team members should be borne by the contractor. To and from expenses towards the traveling of the team members by Railways AC- class II or Air Fare to the nearest destination and local transport and lodging and boarding of optimum standards (representatives authorized for inspection shall not claim any TA/DA from their employer) from the journey place to the works will be borne by the successful bidder and the offer shall contain all such expenses.

#### **IMPORTANT NOTES:-**

Relevant IS specifications should be used for followings :-

- Steel tubes of mechanical and general engineering purposes.,
- Stainless steel bars and flats.
- Rubber suction hoses of for fire services use ,
- suction hose couplings for firefighting purposes,
- Suction strainers of Gun metal & Basket strainer
- quick closing clack-valve for centrifugal pump outlet,
- for aluminium and aluminium alloy ingots and castings for general engineering purposes

## BRIEF SPECIFICATIONS FOR PORTABLE FIRE PUMP

NAME OF WORK: **Supply of Single delivery Portable Fire Pump of 275 lpm @ 4kg/ cm<sup>2</sup> as per IS-942 -1982 (Reaffirmed 2000) for the use of various ULBs /SPAs, State Govt. Undertakings, Organizations, Enterprises or Companies in the State of Maharashtra. – Qty 1 No.**

### Option - A

Sr. No.	Particulars	Rate Rs.	Amount
		In Figure	Rs.
1	<p><b>Supply of Single delivery Portable Fire Pump of 275 lpm @ 4kg/ cm<sup>2</sup> as per IS-942-1982 (Reaffirmed 2000) for the use of various ULBs / SPAs, State Govt. Undertakings, Organizations, enterprises or Companies in the State of Maharashtra.</b></p> <p>a) The unit shall consist of the pump having an output of not less than 275 ltrs/min at a pressure of 4 kgf/cm<sup>2</sup>, fitted on a tubular steel frame and with anti-vibration coils/pads. Along with a well designed hand starting device Recoil type Rope Start</p> <p>The complete unit shall be of lightweight construction, so that it can be easily carried by two men.</p> <p><b>Alongwith the all required accessories as mentioned in this tender document</b></p>	<p><b><u>Option I</u></b> (Rs. One Lakh Forty Thousand Only)</p>	<p><b><u>Option I</u></b> Rs.1,40,000/-</p>

**Complete Turn Key job to be carried out as per detailed specification attached with this document**

Rs. \_\_\_\_\_

1. \* Rates should be quoted inclusive of all taxes, duties, such as CST, MST, Excise Duty, Work Contract Tax, Service Tax, Insurance, charges for inspection & testing , and any other incidental charges there off . Octroi should be paid extra at actuals, however the octroi payment should be done only after production of documentary evidence only. In case of Municipal bodies, if the octroi is refundable, the octroi shall not be paid to the agency please be note that the Payment will be made by "Purchaser",

2. No. Extra claim will be entertained for the Escalation of price due to any taxes or import duties imposed by the Govt.

**BRIEF SPECIFICATIONS FOR PORTABLE FIRE PUMP**

**NAME OF WORK: Supply of Single delivery Portable Fire Pump of 275 lpm @ 4kg/ cm<sup>2</sup> as per IS-942 -1982 (Reaffirmed 2000) for the use of various ULBs / SPAs, State Govt. Undertakings, Organizations, Enterprises or Companies in the State of Maharashtra. – Qty 1 No.**

**Option- B**

Sr. No.	Particulars	Rate Rs.	Amount
		In Figure	Rs.
1.	<p><b>Supply of Single delivery Portable Fire Pump of 275 lpm @ 4kg/ cm<sup>2</sup> as per IS-942 -1982 (Reaffirmed 2000) for the use of various ULBs / SPAs, State Govt. Undertakings, Organizations, enterprises or Companies in the State of Maharashtra.</b></p> <p>a) The unit shall consist of the pump having an output of not less than 275 ltrs/min at a pressure of 4 kg/cm<sup>2</sup>, fitted on a tubular steel frame and with anti-vibration coils/pads. Alongwith a well designed hand starting device Recoil type Rope Start alongwith electrical start (battery operated) with inbuilt alternator</p> <p>The complete unit shall be of lightweight construction, so that it can be easily carried by two men.</p> <p><b>Alongwith the all required accessories as mentioned in this tender document</b></p>	<p align="center"><b><u>Option II</u></b> (Rs. One Lakh Sixty Thousand Only)</p>	<p align="center"><b><u>Option II</u></b> Rs.1,60,000/-</p>

**Complete Turn Key job to be carried out as per Detailed specification attached with this document**  
Rs. \_\_\_\_\_

1. \* Rates should be quoted inclusive of all taxes, duties, such as CST, MST, Excise Duty, Work Contract Tax, Service Tax, Insurance, charges for inspection & testing , and any other incidental charges there off . Octroi should be paid extra at actuals, however the octroi payment should be done only after production of documentary evidence only. In case of Municipal bodies, if the octroi is refundable, the octroi shall not be paid to the agency Please be note that the Payment will be made by “Purchaser”,

2. No. Extra claim will be entertained for the Escalation of price due to any taxes or import duties imposed by the Govt.

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# RATE CONTRACT

## Directorate Maharashtra Fire Services

State Fire Academy, Vidyanagari, Hans Bhugra Marg,  
Santacruz (East), Mumbai – 400098

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### Rate Contract for Supply of Portable Fire Pumps.

#### SCHEDULE – III

##### Terms and Conditions of Contract

#### 1. Definitions

In this tender document and associated documentation, the following terms shall be interpreted as indicated:

- a) "The Purchaser" means
  - i) Director, Maharashtra Fire Services, Govt. of Maharashtra.
  - ii) Urban Local Bodies ( ULB's)
  - iii) Special Planning Authorities (SPA's)
  - iv) State Govt. or State Govt. Undertakings, Enterprises, Organizations or Companies.
- b) "The Bidder" means the eligible manufacturers who bids or offers the goods and services against this invitation for tender.
- c) "The Vendor" means The Bidder with whom the Purchaser has entered into a Rate Contract against this tender.
- d) "Agency" Means an agency who has been selected as per the process stipulated in this Bid document/ Tender document
- e) "The Contract" means the agreement entered into between the Purchaser and The Bidder, as recorded in the DRAFT CONTRACT FORM signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- f) "The Contract Price" means the price payable to the Bidder under the contract for the full and proper performance of its contractual obligations;
- g) "The Goods" means all the equipment, machinery, and/or other materials which The Bidder is required to supply to the Purchaser under the Contract;
- h) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable, such as installation, commissioning, provision of technical assistance, training, on-site comprehensive warranty, annual maintenance and other obligations of The Bidder covered under the Contract.

**i) Abbreviations :-**

- a. RC :- Rate Contract
- b. ULBs :- Urban Local Bodies
- c. SPAs :- Special Planning Authorities
- d. MFS :- Maharashtra Fire Services

**2. SECURITY DEPOSIT – CUM- PERFORMANCE GUARANTEE**

Every successful Bidder shall furnish a Security Deposit within a period of seven days from the signing of the Contract as follows:

**Security Deposit - cum- performance guarantee of Rs.25,00,000/-**

**(Rs. Twenty Five Lacs only) in the break up as provided below –**

1. Security Deposit of Rs. 10,00,000/- (Rupees Ten Lacs only) - The EMD worth Rs. 05,00,000/- provided by the successful Bidder shall be adjusted partly against the Security Deposit – cum – Performance Guarantee amount of Rs. 15,00,000/-. The EMD shall, on the signing of the Contract, be converted into a Security Deposit of Rs. 05,00,000/-.
2. Security Deposit of remaining Rs. 10,00,000/- (Rupees ten lacs only) - The remaining amount of Security Deposit - cum- Performance Guarantee i.e. Rs. 10,00,000/- (Rupees ten lacs Only) shall be provided in the form of a Bank Guarantee issued by any Nationalised bank in favour of “**Fire Adviser to the Government of Maharashtra**”, Mumbai. This Bank Guarantee shall be submitted in the format specified in **SECURITY DEPOSIT CUM PERFORMANCE GUARANTY FORM (Annexure K)** provided in the Tender Document.

The Security Deposit shall be refunded to the concerned Vendor after 3 months of expiry of the Contract or after 3 months of successful completion of the Purchase Order placed before the Vendor under the Contract, whichever is later, after deducting the penal amount, if any. The Security Deposit -cum- performance guarantee may be forfeited in case of violation of terms of the Tender. Vendors having any pending work with them or of those cases, if release under any dispute or contrivances shall not be entitled for the refund of Security Deposit or performance warranty.

**3. QUALITY OF GOODS**

The equipment/product must conform to the highest quality and standard. Vendor should guarantee that the items delivered to the Purchaser should be brand new. All tools/ motors/ machines must be supplied with their original and complete printed documentation and technical specifications and Test Certificates, if any. For imported items, the vendor should submit the import documents.

Consistency must be maintained for the entire lot of Portable Fire Pumps, all the required items in schedule of requirement must be of the same brand and of the same or higher technical specification.

All the equipment should be supplied with the relevant Indian or international standards, where ever the Indian standards are not in existence the decision of Director, MFS in this regard will be final.

#### 4. INSPECTION

The Vendor will have to submit in detailed Quality Control Procedures and standards adopted in the manufacturing process.

The Director or his authorized representatives will carry out a stage-wise inspection of the Goods.

Each stage wise inspection will be carried out by three member's team authorized by the Director.

The Vendor shall abide by the probable schedule of stage wise inspection well in advance.

ALL Expenses of inspecting team members should be borned by the contractor. To and from expenses towards the traveling of the team members by minimum Railways AC- class II or Air Fare to the nearest destination and local transport and lodging and boarding of optimum standards (representatives authorized for inspection shall not claim any TA/DA from their employer) from the journey place to the works will be borne by the successful bidder and the offer shall contain all such expenses.

In case if work order are received by the vendor in bulk quantity vendor shall prepare the batch inspection schedule to avoid time and effort of inspection team.

The Vendor shall submit the schedule of stage wise inspection well in advance. The Portable Fire Pump will be delivered only after Final stage inspection is completed.

#### Stagewise Inspection

Advance notice of at least 1 week should be given by the Vendor, however, the Vendor must keep the vehicle ready for stage wise inspection before giving such notice. Purchase reserves the right for carrying the immediate inspection after receiving such notice for inspection.

The stages of inspection will be as under:-

1st stage inspection	a) Structural Inspection b) Inspection of pump Assembly & Pump casing c) Endurance Testing of pump- continuous running d) Priming Test as per IS- 942/1988 e) Complete functions-operations of all systems installed f) Pre finishing inspection of pump & all related
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	accessories and equipments
2 nd stage inspection (Final)	c) Compliance of non conformities, if any d) Final Acceptance test and final Finishing, painting of the complete pump set

The vendor shall, formally report to the Director, Maharashtra Fire Services the details including purchase order, corresponding number of Portable Fire Pumps dispatched, manufacturer's unique ID number on the Portable Fire Pumps and other such documents. The report in prescribed form shall be in both hard and soft copies. Portable Fire Pumps dispatched without such reports to Director, Maharashtra Fire Services will be considered as violation of rate contracts and necessary action will be taken against the vendor as per Terms and Conditions of the contract even to the extent of debaring the vendor from participating in bids for the Government of Maharashtra for a period of one year.

On arrival of the Portable Fire Pumps at destination the purchaser or its representative shall have the right to inspect and / or test the pumps to confirm their conformity to the contract. If the pump or its performance is not as per specified conditions, the supplier shall take immediate remedial steps to satisfy the purchaser's representative.

All charges including travel and accommodation of the inspecting officers shall be borne by the supplier.

## 5. INSURANCE

- i. Transit Insurance of the portable fire pumps should be done by the successful contractor. The Successful Contractor should insure the portable fire pumps. Full comprehensive insurance to cover the fire & General Risk, while its transportation to the concern purchaser.

The portable fire pumps should be insured by the contractor even at the time of fabrication at the factory premises. The Comprehensive insurance shall be initially for the period of 5 months and shall be extended time to time. Insurance shall be in the name of Director, Maharashtra Fire Services. Insurance claims, if any should be settled by the Vendor. It is the responsibility of the Vendor to insure the complete Portable Pumps till the delivery on site as specified by the Purchaser.

- ii. In case of any damage to portable pump while in transit from to and fro to respective destination due to accident, theft, riots, strikes or any reasons there of it shall be the vendors responsibility to either process the insurance claims at his own cost to compensate the purchaser 100% of damage and there shall be no hardship to Govt. purchaser.

## 6. SPECIFICATIONS AND DRAWING

Considering the Specifications, **the drawings / leaflets / brochures should be submitted by the contractor at the time of submission of tender**, Director, Maharashtra Fire Services or his representatives may suggest modifications to the drawings. However modified drawing should be submitted by the **contractors within**

**3 days** from the suggestion/discussion. Delay in submission of such drawings will be on account of contractor, OFFICE OF THE DIRECTOR will not be responsible for such delay. To ascertain the quality of the product the committee may demand for the sample of any or all items as mentioned in the Annexure - A

#### **7. DEVIATIONS FROM SPECIFICATIONS**

If any deviations from the above specifications are desired. The tender shall clearly state all such deviations while submitting his offer. Due consideration will be given to any special device of an attachment offered by The Bidder which is calculated to enhance the general utility of the Portable Pumps.

#### **8. WORKMANSHIP AND MATERIAL**

Workmanship executed shall be of high order. All rivets and bolts - holes shall be drilled (not punched) and fitted with well fittings. All steel joints shall have a coat of approved paint on both surfaces before reventing or bolting or welding, or binding . All steel screws, bolts, nuts, rivets, etc. Shall be zinc coated or rust proofed by recognized process. All directions and instructions (oral or in writing) on all points relative to the mode or manner of carrying out the works or as to the nature and quality of materials used or workmanship executed whenever given by the Director, Maharashtra Fire Services shall be received and complied with by the successful Bidder.

#### **9. DELIVERY AND DELIVERY DOCUMENTS**

After completion of work, free delivery of the portable fire pumps should be given at the concerned ULB'S/SPA'S **Fire Stations in `the State of Maharashtra**. Or as per the instructions of "Purchaser", without any **extra cost** for transportation. Delivery period should be specifically mentioned in the tender.

The contractor should intimate the respective "**Purchaser**" through email, telex/fax, telephone and or any other mode of communication. The details of the portable fire pumps which will be delivered at the respective fire stations. These details include followings:-

1. Engine Number.
2. Model No.
3. Battery Make & No.
4. Transit Insurance policy number.
5. Any other invoice particular to the portable fire pumps to be delivered.

#### **10. ACCEPTANCE TEST**

The contractor at the destination site, in the presence of authorized persons from the "Purchaser" or Director, MFS State /or its nominated officers, will conduct acceptance test of the portable fire pumps delivered. The tests will involve trouble free operation of

the portable fire pumps under circumstances as envisaged by the “Purchaser”. There should not be any additional charges payable by the Purchaser for carrying out this acceptance test

#### **11. BREACH OF CONTRACT**

If any of the terms and conditions of this Tender Document or the Contract are violated or if the portables pumps supplied by the Vendor do not meet specified standards or fail the acceptance test, the event shall amount to the breach of contract. In such an event, the Vendor shall be given a time of 30 days to cure the breach and if the breach remains uncured even after the cure period of 30 days, the Purchaser may at its discretion terminate this Contract without assigning any reason thereof. In the event that the Purchaser terminates this Contract, without prejudice to any other remedy available to the Purchaser under this Contract or under any law, the Purchaser shall be entitled to invoke the Security Deposit and forfeit the amount as well as proceed for any other appropriate action. The Vendor shall indemnify the Purchaser of all the losses directly or indirectly occurring to the Purchaser from such breach. In case if the defect related to the equipment is cured by the Vendor during the cure period, the equipment will be accepted by the Purchaser only after complete commission and satisfactory functioning of equipment for a minimum period of 90 days. The warranty period will commence only on acceptance (based on acceptance test) of equipment by the respective Purchaser.

#### **12. OPERATIONAL TRAINING**

The vendor will have to train two users for three days (full-time) for operation of all the equipment supplied and installed at his cost. The training will be as per the satisfaction of the client / end user.

#### **13. FACILITY OF AFTER SALES SERVICE**

The successful agency should have the facility to give after sales service in the state of Maharashtra and shall be responsible to give free service for the period of 3 years as per the maintenance scheduled. This includes spares, labour, material for portable fire pumps body, engine, priming, cradle etc.

The warranty is comprehensive, but for those parts which are liable to wear & tear due to mishandling can be charged extra. However the rates should be quoted in separate annexure and these rates should be valid for 3 years

#### **14. LIQUIDATED DAMAGES FOR DELAYED SUPPLY**

If the vendor fails to deliver any or all of the equipment/product or does not perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Payable Amount, as liquidated damages, a sum equivalent to one percent of the price of the undelivered goods at the stipulated rate for each week or part thereof during which the delivery of such goods may be delayed subject to a maximum limit of 20% of the stipulated price of the goods so undelivered. Such penalty is to be deducted always by

the Purchaser from the bill of the firm.

Once the maximum of the damages above is reached, the Purchaser will forfeit the bank guarantee and may consider termination of the Contract. The Purchaser may agree to take another bank guarantee of the 10% of the contract value and give further extension.

## **15. TERMINATION FOR DEFAULT**

The purchaser may, without prejudice to any other remedy for breach of contract, by one week written notice of default sent to the Vendor, 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 or
- b) Serious discrepancy in supply of Goods, or its certification is noticed during the contract period.
- c) Breach by the tenders of any of the terms and conditions of the tender.
- d) If the Vendor goes in to liquidation voluntarily or otherwise.
- f) If the supplier fails to perform any other obligation(s) under the contract.
- g) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Upon termination, the Purchaser shall compensate the Vendor to the extent of works completed by the Purchaser provided that the Purchaser shall be entitled to deduct from such compensation, an amount equivalent to the losses caused to the Purchaser, any amount due from the Vendor as on the date of termination, all the damages caused to the Purchaser, etc.

## **16. TERMINATION OF INSOLVENCY**

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.

## **17. FORCE MAJEURE**

“Force Majeure” means an exceptional event or circumstance:

- a. which is beyond a vendors control,
- b. which such vendors could not reasonably have provided against before entering into the Contract,

- c. which, having arisen, such Party could not reasonably have avoided or overcome, and
- d. which is not substantially attributable to the other Party.

“Force Majeure shall mean the following exceptional events or circumstances, so long as conditions (a) to (d) above are satisfied:

- i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- iii. riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel and other employees of the Contractor and Sub-contractors,
- iv. weapons of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radioactivity, and
- v. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

If the Vendor is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give a written notice to the other Purchaser of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Vendor became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Vendor shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of the Vendor to make payments if any to the Purchaser under the Contract.

The Vendor shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. It shall be the duty of the Vendor to give a written notice to the Purchaser as soon as it ceases to be affected by the Force Majeure.

The vendor shall not be liable for forfeiture of its performance security, penalty 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.

## **18. ORDER CANCELLATION**

The Purchaser and/or Purchaser party also reserves the right to cancel the order in the event of one or more of the following circumstances:

- Serious discrepancy noticed during the pre-dispatch inspection, if any.
- Delay in delivery and installation beyond a period mentioned in the purchase order.
- Breach by the vendors of any of the terms and conditions of the tender.
- If the Vendor goes into liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, the Purchaser reserves the right to forfeit the performance guarantee submitted to the Purchaser (in form of Bank guarantee) by the Vendor.

## 19. RISK PURCHASE

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the Purchaser reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the successful Vendor.

## 20. PAYMENT TERMS:

The cost of work carried out by the contractor shall be treated as inclusive of all taxes, duties and incidental charges and inclusive the cost of transportation and storage etc. The part payment shall be released as under:-

- a) 100 % payment shall be made against the delivery; however an amount of 5% in the form of Bank Guarantee against the order placed by the purchaser for that respective quantity shall be kept with the purchaser till the warranted period i.e. for the period of 3 years
- b) The Vendor will not be entitled to claim or make any payment against the proof of dispatch or part delivery of any item. No payment against railway or goods transport receipt through Bank will be entertained. Director, Maharashtra Fire Services will not be responsible for any delay due to loss of time in transit and the Vendor will be liable to pay compensation due to late completion of work as per terms of contract.

The successful Bidder will have to comply with the conditions given in the attached Tender Form and will have to enter into Contract for the supply work as given in the form.

Payments shall be subject to any deductions (such as TDS etc.,) of any amount, for which the Bidder is liable under the agreement against the Tender.

## 21. WARRANTY

The complete structure & equipments provided and erected on the Portable Pump under this contract shall be subject to an overall performance **warranty for a period of 36 months from the date of delivery** of Portable Pumps to the destination as

prescribed. On satisfactory expiry of the guarantee period the security deposit paid by the Bidder shall be released.

The successful vendor shall be responsible for the maintenance of the Portable Pump or damages to pumps due to bad workmanship or of any inferior material, accessories, apparatuses etc. The opinion of Director, Maharashtra Fire Services for the quality of workmanship and proper finish etc. shall be final.

To avoid hampering of the services the successful vendors shall be responsible to attend any call for manufacturing or defect in the Fire Delivery hoses, within 48 hours however; defect should be carried out on Top Priority i.e. within 8 days failing which the Security Deposit shall be forfeited.

**The warranty should cover the following:-**

- a) The equipment/product should be repaired within 03 days, failing which a replacement should be given till the machine is repaired.
- b) The Vendor is expected to promptly attend the equipment as above. In order to provide an efficient service the Vendor must obtain the name, address, phone number & other contact details of the person in possession of the equipment. He will be required to keep this list up-to date at all times.
- c) The Vendor will obtain written acknowledgment from the above person after each time the equipment is serviced. Such receipts will have to be produced to get the sign off for successful completion of the warranty period.
- d) The warranty is comprehensive, but for those parts which are liable to wear & tear due to mishandling can be charged extra. However the rates should be quoted in separate annexure and these rates should be valid for 3 years

**22. FREE MAINTENANCE SCHEDULE**

Free maintenance should be done after every 3 months at the concerned fire station premises. Contractor should abide the free maintenance schedule, the maintenance should be done at the Concerned Fire Station Premises where the Portable fire pumps is delivered. Successful contractor should send the qualified technical person to carry out the following maintenance.

**Three months 3 free maintenance schedule**

<b>SR. NO.</b>	<b>MAINTENANCE</b>
<b>1</b>	<b>CHECK &amp; MAINTAIN THE PUMP OIL</b>
<b>2</b>	<b>CHECK &amp; MAINTAIN THE PRIMING AND DRY VACUUM TEST</b>
<b>3</b>	<b>CHECK &amp; MAINTAIN THE PUMP NOISE &amp; VIBRATION</b>
<b>4</b>	<b>CHECK &amp; MAINTAIN THE PUMP FINISHING ( RUSTING AND PAINTING)</b>
<b>5</b>	<b>CHECK &amp; MAINTAIN THE FUEL &amp; LUBRICANT LINES</b>
<b>6</b>	<b>CHECK &amp; MAINTAIN HYDRAULIC LINES</b>
<b>7</b>	<b>CHECK &amp; MAINTAIN THE EFFECTIVE BATTERY OPERATION</b>

**23 REPEATED FAILURE**

If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment by the Vendor at no cost to the purchaser.

**24. Onsite Training :-** Training Schedule & Module, should be submitted by the vendor for actual care & maintenance & proper use , Minimum 2 days on site training should be given to the actual users of the vehicles. Users will be nominated by the purchaser.

**25. PENALTY FOR DOWNTIME**

Any equipment that is reported to be down should be either fully repaired or replaced by the Vendor with temporary substitute within 48 hours (inclusive of Public Holidays). The reporting will be through a telephonic message or any other mode as the Purchaser may decide.

In case Vendor fails to meet the above standards of maintenance, there will be a penalty of Rs. 500 per day.

In case the equipment / vehicle is not repaired within a period of another 48 hours, the penalty will be charged at 5 (Five) times of the penalty shown above.

The temporary substitute machine or equipment should be replaced by the original machine or equipment duly repaired within 72 hours, failing which the above penalty will be imposed for the number of days exceeding one week. These penalty charges will be deducted from the performance guarantee.

**26. PROTECTION AGAINST RISK OF OBSOLESCENCE**

Vendor will make available the spare parts for the systems available for a minimum period of ten years from the date of the delivering of items prescribed under the RC.

**27. INDEMNITY**

The Vendor shall indemnify, defend and hold harmless the Purchaser and its respective officers, directors, employees, representatives and agents ("Indemnified Parties"), from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including without limitation, reasonable attorneys' fees and expenses, for injury or death of third parties or loss of or damage to property of third parties or any other loss or damage caused to the Indemnified Parties, whether direct or indirect, arising as a result of or in connection with (i) any failure on the part of the Vendor to perform its obligations under the Contract or the Tender Document, (ii) any breach on the part of the Purchaser of terms, conditions, representations or warranties under the Contract or the Tender Document, (iii) any negligent acts or omissions or willful misconduct by the Vendor or anyone acting on Vendor's behalf or (iv) any violations of safety procedures, prescribed by the Purchaser or any Law or any Government Authority, by

the Vendor or its employees, agents, representatives or independent contractors or (v) any faulty vehicle, goods or services provided by the Vendor (vi) any infringement of any patent, trademarks, copyrights or any other Intellectual Property Rights or statutory infringements in respect of all the products supplied by the Vendor.

**28. PUBLICITY**

Any publicity by the Vendor in which the name of the Purchaser and/or Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

**29. SUBCONTRACTING AND ASSIGNMENT**

The Vendor shall, without the prior written consent of the Purchaser, neither subcontract nor assign whole or any part of its obligation under this Contract.

**30. RELATIONSHIP WITH THE PURCHASER**

The relationship between the Vendor and the Purchaser is strictly contractual in nature and no condition under the Tender Document or the Contract shall lead to the inference of a relationship in the nature of an Employer and an Employee. It is further agreed that the Purchaser shall, under no circumstances, have any relationship of whatsoever nature with the employees, directors, representatives, etc. of the Vendor and shall not be liable in any way to them.

**31. RESTRICTIONS OF THE RATE CONTRACT**

The Vendor warrants that the price at which he has agreed to provide its goods and services to the Purchaser under the Contract is the lowest price and this lowest price quoted by the Vendor shall become the Rate Contract price. The Vendor warrants that he shall not quote a price below the Rate Contract, for goods and services of similar specification, to procure any other Government Tender. The Vendor also warrants that he shall abide by the guidelines for Rate Contract. If the Vendor violates the terms of this Clause of the Rate Contract, he shall be barred from participating in any future Bidding Process of any Government and the Purchaser if it thinks fit shall proceed to terminate such default Contractor without any compensation to the Vendor. The Purchaser shall also forfeit the Security Deposit.

The decision in this matter of The Director, MFS shall be final.

**32. RESOLUTION OF DISPUTES**

The Purchaser and the Vendor 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.

If after thirty days from the commencement of such informal negotiations, the Purchaser and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the Director, MFS Government of Maharashtra.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the Director, MFS Government of Maharashtra. In the case of non acceptance of the decision given by the Director, MFS Government of Maharashtra then the matter will be referred to the Secretary UD-2, Government of Maharashtra whose decision will be final and binding on both the parties.

**33. Compensation of delay :**

If the Vendor fails to meet the delivery schedule / period provided under Clause 3.4 of this Contract, it shall be liable to pay compensation to the Purchaser/Purchaser Party for delay in completion of the Contract at the rate of Rs.1000/-per day per vehicle, subject to a maximum of 10% of the Contract Price.

**34. LEGAL JURISDICTION**

This Contract and the Tender shall be governed by the laws of India and all the disputes arising out of or related to this Tender or the Contract shall be subjected to the jurisdiction of the appropriate courts at Mumbai only.

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