

GOVERNMENT OF MAHARASHTRA

No. MFS/8-A/2011/853

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 : 10th September, 2011.

RATE CONTRACT

To,

M/s. Devi Fire Services,
E-79, MIDC Akkalkot Road,
Solapur - 413 006.
Fax No. 0217-2733153.

Sub : **Rate Contract for Designing, Fabrication, commissioning and Testing of :-**

- a) Fire Water Tender, and
- b) Foam-Co2-DCP Fire Tender

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-1/2010, Dated: 19/04/2010,
& No.MFS/8-A/2011/812, Dated : 24th August2011.

Sir,

Your offer for Designing, Fabrication, Commissioning and Testing of
A) Fire Water Tender and B) Foam-Co2-DCP Fire Tender for the purpose of rate
contract have 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 10.09.2011 up to 09.09.2013

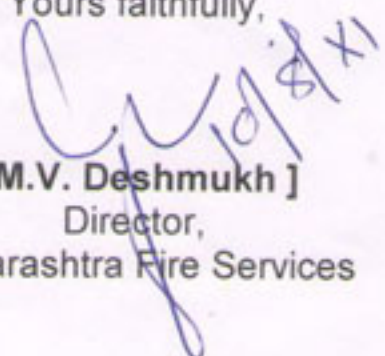
02. You are requested to acknowledge the receipt of this rate contract within
7 days from the date of receipt of this letter. Non-receipt of your confirmation of this
rate contract within 7 days will be deemed to be your acceptance of the said rate
contract with all the terms & conditions stipulated 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 no 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 32.

Copy fwc's :

- 1) Commissioner & Director, Directorate of Mun. 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 of Designing, Fabrication, Commissioning and Testing of
a) Fire Water Tender, and
b) Foam-Co2-DCP Fire Tender

SCHEDULE - I Summary of Rate contract



No. & Date of Rate Contract	No.MFS/8-A/2011/853, Dated : 10 th September, 2011.
Name & Address of the Firm	M/s. Devi Fire Services, E-79, MIDC Akkalkot Road, Solapur - 413 006. Tel No. 0217-2733154. Fax No. 0217-2733153. Shri. Dilip Raut, Mobile : 94230 67244. E-mail : devifireservices@yahoo.co.in
Coverage of Rate Contract	Designing, Fabrication, Erection, Commissioning and Testing of 1) Fire Water Tender, 2) Foam-Co2-DCP Fire Tender.
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 : 10.09.2011 to 09.09.2013.
Validity Of Rate Contract up to	

Sr. No.	Description of Items	Rate
1	Designing, Fabrication, Erection, Commissioning and Testing of Fire Water Tender along with Free Maintenance for 3 Years.	Rs.17,15,000/- (Rs. Seventeen Lakh Fifteen Thousand Only)
2	Designing, Fabrication, Erection, Commissioning and Testing of Foam-Co2-DCP Fire Tender along with Free Maintenance for 3 Years.	Rs.19,60,000/- (Rs. Nineteen Lakh Sixty Thousand Only)

Chassis : The chassis will be supplied by the purchaser for the use of fire service, as per the clause -1 of detailed specification of the tender. The vendor should collect the delivery of the chassis either from the authorized dealer of the chassis selected by the purchase or as per the instructions of purchase

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	It is obligatory on part of the Purchaser to provide the chassis within 15 days as prescribed in clause no. 1 of tender specifications of 4 Months from the date of Supply of Chassis irrespective of No. of Vehicles.
5	Compensation of delay	Irrespective of number of vehicles, each consignment of the order has to be completed within 4 months from the date of supply of chassis. Irrespective of number of vehicles, each consignment of the order has to be completed within 4 months from the date of supply of chassis. The contractor should intimate about the delivery schedule to the respective Purchaser, through email, telex/fax, telephone and or any other mode of communication. As per clause 6.1 of contract form , In case Vendor fails to meet the above delivery schedule / period, compensation for delay in completion of contract agreement will be recovered at the rate of Rs. 3000/- per day/ per vehicle, up to a period of first 15 days of delay, if the delay is more than 15 days it shall be Rs. 5000/- per day, maximum 10% of the tender cost.
6	Stagewise Inspection	There will be minimum 3 stage inspection as specified in details 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 th 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 vehicles.	
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 fire tenders will be placed by the respective offices under the State Government ,where the Fire Tenders to be supplied or services to be provided. 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	<p>Signing of Contract:-</p> <ol style="list-style-type: none"> 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 format given in Annexure. Without this agreement will not be executed. 4) There shall be an agreement signed by the Director, Maharashtra Fire Services, 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