

hiranmaye energy

**Regd. Office: Plot No. X1 - 2 & 3, Block EP
Saltlake, Sector-V, Kolkata - 700091**

Tender Specification no: HMEL/23-24/007

**NOTICE INVITING BID FOR
PROCUREMENT OF MULTIPURPOSE FIRE TENDER
FOR M/S. HIRANMAYE ENERGY LIMITED, HALIDA (WEST BENGAL).**

TENDER NOTICE

Offers are invited for the following item from reputed Indigenous Suppliers to Supply at M/s. Hiranmaye Energy Limited, Haldia (West Bengal).

Name of Work	:	Tender For "Fabrication of Multipurpose Fire Tender" for M/s. Hiranmaye Energy Limited", Haldia.
Tender No.	:	HMEL/23-24/007
Time of completion	:	06[Six] Months
Last date of submission of tender	:	05.01.2024
Contact Person:	:	Mr Satyajeet Gupta , Head (Procurement) Email: procurement@hiranmayeenergy.in Vijay.verma@hiranmayeenergy.in

➤ **PRE-QUALIFICATION REQUIREMENT FOR BIDDERS: -****PART A : PQR (TECHNICAL)**

Part-A (PQR)-TECHNICAL		
MULTIPURPOSE FIRE TENDER VEHICLE		
SECTION-I: QUALIFYING CRITERIA		
THE BIDDER has to compulsorily meet the following requirements to get qualified for considering the technical offer for the FIRE TENDER VEHICLE.		
SL No	REQUIREMENTS	VENDOR'S RESPONSE
1	Only those vendors, who have manufactured, supplied and commissioned at least one similar capacity or higher capacity Fire tender vehicle and referred Fire tender vehicle is presently working satisfactorily for more than one year after commissioning (on the date of opening of tender) should quote. The following information should be submitted by the vendor about the companies where similar Equipment has been supplied. This is required from all vendors for qualification of their offer.	
The vendor should submit following information where similar machine has been supplied for qualification of their offer.		
1.1	Name and postal address of the customer or company where referred Fire tender vehicle is installed.	
1.2	Name and designation of the contact person of the customer.	

1.3	Phone , Fax no and Email address of the contact person of the customer	
1.4	Month and year of commissioning of the equipment.	
1.5	Performance certificate from the customers regarding satisfactory performance of fire tender supplied to them (Original certificate or Through e-mail directly from the customer. Refer Clause 10.0 below).	
1.6	HEL reserves the right to verify the information provided by vendor. In case, the information provided by the vendor is found to be false/incorrect, the offer shall be rejected.	

SECTION-II

THE BIDDER/VENDOR is requested to provide the following information:

SL. NO.	REQUIREMENTS	VENDOR'S RESPONSE
1	The BIDDER/VENDOR to furnish Reference List of Customers with Full Address, details of contact person, where similar Fire tender vehicle have been supplied in the past	
2	Specific details of Fire tender vehicle supplied to units of BHEL , if any (Year of commissioning, Broad Specification Etc)	
3	Details of SERVICE-AFTER-SALES Set-up in India Including the Address of Agents/ Service Centers in South India	
4	Any additional data to supplement the manufacturing capability of the BIDDER for the subject equipment	

SECTION-III

SL. NO.	REQUIREMENTS	VENDOR'S RESPONSE
5	The BIDDER/VENDOR shall submit the offer in TWO PARTS 1. Technical Offer [With Part A & Part B] 2. Commercial Offer	
6	The Technical offer shall be submitted in the same format as enclosed by HEL . Bids submitted in any other form is liable to be rejected	
7	The Technical Offer shall be supported by product Catalogues & Data Sheets and also technical details of Bought- Out - Items with copies of Product catalogue to the extent possible	
8	The Commercial offer (given with the Technical Offer) Shall contain the Scope of Supply and the Un-Priced Part of the Price Bid for Confirmation	
9	For obtaining the performance certificate from the customer, a suggestive format is provided SECTION-IV	

SECTION-IV

The performance certificate should be produced on Customer's Letter Head

PERFORMANCE CERTIFICATE		
1	Supplier of the Fire tender	
2	Make & Model of the Equipment	
SL. NO.	REQUIREMENTS	VENDOR'S RESPONSE
3	Month & Year of Commissioning	
4	Performance of the Equipment (Satisfactory/Un-satisfactory)	
5	Any other remarks	
	Date:	Signature & Seal of the Authority Issuing the performance certificate

PART B : PQR (FINANCIAL)-

1. The Bidder should submit Audited Balance sheets & statements of Profit and loss along with schedule & notes for the last three financial years ending with 31/03/2023 i.e. for the financial years 2020-21, 2021-22 and 2022-23. In case Audited balance sheet is not available for the year 2022-23, Audited Balance sheets & statements of Profit and loss for the last three years ending with 31/03/2022 i.e. for the years 2019-20,2020-21 and 2021-22 may be submitted.
 2. Average Annual financial turnover during last three years i.e. FY (2020-2021), FY(2021-2022) & FY(2022-2023), should be Rs.40 lakhs or more. Audited Balance Sheet and profit & Loss A/C must be submitted along with the Techno-commercial Bid. In case the account is not audited a certificate from a chartered accountant should be produced towards turnover.
 3. The bidder must have own Income Tax PAN and GST certificate. Photocopies of these documents must be submitted along with Techno-commercial Bid.
- 3.1 The Bidder shall provide the following declarations: -
- (a) That the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking/Private Organizations in India.
 - (b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be) is / are not associated with any other firm bidding for the same work.
4. Essential Documents: (To be submitted with the bid one time only) -
 Credentials in the form of copies of Letters of Award , Bill of Quantities of the works and corresponding Completion Certificates from owners to justify that the

- i. intending bidder satisfies the earlier mentioned pre-qualification criteria.
- ii. Certified copies of audited balance sheet and Profit and Loss account / Trading account for the **last 3 (three) financial years (i.e. 2020 – 2021, 2021-2022 and 2022 – 2023) OR** a certificate from a Chartered Accountant / Financial Auditor showing financial annual turnover of the company for the said financial years.

The bidder will have to produce the original documents, if asked for, to satisfy the Authorities. Under no circumstances the bidders will be permitted or asked to submit the aforesaid particulars or documents. Hence bidder should be very careful about the aforesaid documents before submission of the offer/ tender.

SPECIAL CONDITIONS OF CONTRACT

TENDER FOR "Fabrication of Multipurpose Fire Tender for M/s. Hiranmaye Energy Limited", Haldia"

TENDER NO: - **HMEL/23-24/007**

1. INTRODUCTION:

- 1.1. The terms and conditions mentioned in this section are in addition to what are stated in General Conditions of Contract of the tender document. In case of any contradiction between the terms and conditions given in General Conditions of Contract and those specified in these Special Conditions of Contract, the terms and conditions of these Special Conditions of Contract shall prevail.

2. SCOPE OF SUPPLY & SERVICES:

- 2.1. The scope of supply and services consists of Supply at works of HEL as per technical specifications and training of HEL persons on operation of the tender.
- 2.2. The prices shall be quoted on FIRM price basis.
- 2.3. The scope of supply and services is given in detail in Technical Specification.
- 2.4. Supplier shall register the vehicle Regional transport officeand handover the tender vehicle along with documents.

3. NEW TAXES/ LEVIES:

- 3.1. In case the Indian Government (Central/ State) imposes any new tax/ levy on the output services/ goods / work after the award of work, the same shall be reimbursed by HEL at actual. Similarly, any statutory variation on such score shall be to the account of HEL. All necessary documents as required by HEL shall have to be provided by the Contractor. However, in the event of delay in work execution attributable to the Contractor, the new taxes/ levies imposed during the delay period shall not be reimbursed to the Contractor.
- 3.2. In case any tax/levy/duty etc becomes applicable after the date of Bidder's offer, the Bidder/ Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the Price Bid.
- 3.3. Claim for any such impact after opening the price bid will not be considered by HEL for reimbursement of tax or re assessment of offer.

4. INSURANCE:

Insurance for the Equipment's/materials covering the risk during transit, until all Equipment's/materials are handed over to the purchaser shall be arranged by Supplier.

5. QUALITY ASSURANCES:

- a. The supplier shall strive to achieve the highest quality standards in his work to ensure the guaranteed performance levels and has trouble free operation during commercial operation.
- b. Supplier shall submit Quality Plan for HEL approval within one month from the date of LOI.

6. EQUIPMENT GUARANTEE:

The supplied equipment shall be guaranteed by the Vendor for a period of 12 month from date of supply.

7. TESTING

The water tender shall be tested in presence of HEL representative as per IS: 950 at supplier works prior to dispatch. After satisfactory completion of testing only the equipment shall be cleared for dispatch.

8. PENALTY FOR DELAY:

The Supply of Equipment shall be completed within the period stipulated in the Order/Contract. Failure to complete the work as per the time specified above, would make the Vendor liable to an un-conditional penalty at the rate of one half percent (0.5%) of the Basic Order value for delay of each week (or part thereof) subject to a maximum of ten percent (10%) of the Basic Order Value.

TECHNICAL SPECIFICATION : HMEL/23-24/007**TECHNICAL SPECIFICATION FOR SUPPLY OF MULTIPURPOSE FIRE TENDER AS PER IS 10460:1983 (minimum requirement) WITH ADDITIONAL REQUIREMENTS FOR M/s. HIRANMAYE ENERGY LIMITED (HMEL), HALDIA.**

1. Fabrication of Multipurpose Fire Tender on any reputed model of Ashok Leyland minimum 19 Ton GVW, minimum 4750 mm WB, minimum 180 HP Engine & BS VI Cabin Compliant Chassis as per specification with accessories and equipment. The Fire Tender will be fabricated with the best material and good workmanship, ensuring effective and efficient operation of the Tender.

2. GENERAL REQUIREMENTS:

The Fire Tender will incorporate a fire pump of Low Pressure type having discharge capacity of at least 2000 LPM @ 10 bar & 300 LPM @ 35 bar, various types of firefighting equipment and accessories

3. WATER TANK:

The Water tank shall be of minimum 5000 Ltrs. capacity & shall be suitably mounted on the chassis in such a way that the weight distribution is optimized. The Water tank made of SS 304, bottom plate thickness 5 mm and top, side plate thickness 4 mm . The Water Tank will be designed to carry approx 300 Litres of Water in excess of the designed capacity. The Water Tanks will be so installed as to allow the full flow of water to the pump. The tank will have baffle plates in order to avoid surge when the vehicle is braking, accelerating and cornering. An inspection manhole will be provided on top of the tank. The manhole will have a hinged cover so that the manhole will also act as a filling orifice. Cover will be marked with the word "WATER". Suitable eyes will be provided on the shell of the tank to enable it to be lifted off the vehicle for repairs when required. A cleaning hole will be provided at the bottom of the tank. It will be fitted with a drain pipe & valve which will be taken down to a point well below the chassis without reducing the effective ground clearance. The tank will be fitted with an overflow pipe taken down to a point well below the chassis that discharges the water away from the wheels. Hydrant connection incorporating a strainer will be provided for filling the tank. A pipeline will be taken from the tank to the suction inlet of the pump incorporating a quick action butterfly valve. The tank will be connected with the pump in such a manner that pressurization of water tank or water tank to pump connection is avoided when pumping water from an outside source of supply.

4. FOAM TANK:

The Foam tank shall be installed of minimum 500 Ltrs. capacity & shall be suitably mounted on the chassis. The Foam tank made of SS 304, bottom plate thickness 5 mm and top, side plate thickness 4 mm . Foam Tank of will be of welded construction. Weld joints will be minimized. Gas Tungsten Arc Welding (GTAW) with ER 304 electrode will be used. The tank will have a filling orifice with a removable strainer fitted to it. The strainer will be of SS304 and its total screening area will be adequate to permit quick filling of foam into the tank. The filler cap will be clearly marked 'FOAM'. The tank will have its top dished tunneling arrangement and a through provided to enable easy filling from 20 liters drums. Suitable sharp-edged tin opener will also be provided at the foam tank-filling mount for puncturing the foam compound drum for facilitating quick filling of the foam compound directly from the drums into the tank. The design of the tank will incorporate a sludge trap fitted with a drain valve. The foam compound draw-off will be

positioned in the centre of the sump in such a manner that foreign matter or sludge does not clog the system. Strainer of SS304 of suitable mesh size and adequate straining area will be provided. A simple automatic venting device will be installed on foam tank (not to be installed in the filling cap) to provide venting when the foam is being drawn out of tank or the tank is being filled.

5. TANK MOUNTING SYSTEM & TANK LEVEL INDICATORS:

Sub Frame and Metacone system - The water & foam tanks will be mounted on the vehicle on a subframe using Rubber Metacones. This subframe will be made from Anti-Corrosive Treated MS 4" section and will be bolted with the chassis using the high tensile bolts. 'U' Bolts shall not be used for mounting of tanks on vehicle. The rubber metacones shall facilitate to absorb the jerks and bending torsions in expansion as well as compression mode without high deflection. The manufacturer shall provide complete design data of metacones and subframe including the load calculations and metacone quantity sufficiency. Tank will be mounted on the chassis in a manner keeping in view the proper load distribution on the axles. The baffles will be arranged in a manner to facilitate easy cleaning of the tanks. The tank will be mounted on two / three cross bearers to counteract stresses caused by chassis flexing. The Centre of Gravity shall be maintained as low as possible.

Electronic LED Indicators - Electronic LED Water and Foam Level Indicators indicating the tank levels as EMPTY, $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ and FULL shall be provided on the pump control panel. These levels shall be indicated by number of glowing LED lights (no LED Lights means and empty tank, All LED Lights means full tank). The indicators shall sense the fluid level in the tank with help of a pressure sensing probe. The indicators shall be located on the rear pump control panel in such a manner that the Operator / Firemen can easily view the tank levels while being away from the vehicle. Repeater Secondary Level Indicators shall be provided in the driver's cab to help the crew members to check the fluid level from the cab while travelling.

6. PTO mounted Fire Pump:

The fire pump shall be CE Marked (as per EN: 1028 Part 1 & 2 including latest amendments of 2008 along with EN 1050 for Fire pump) of High-Low Pressure type. The pump shall perform the following duties:

Low Pressure Output 2000 LPM @ 10 bar

High Pressure Output 300 LPM @ 35 bar

The low pressure impeller, pump volute and wearing rings shall be made of GM as per IS: 318 Grade II and the regenerative type high pressure impeller shall be made of Stainless Steel. Delivery valves shall be made of Light Alloy. The pump shaft shall be made of Stainless Steel as per IS: 6603. The bearing housing shall be made of Cast Iron. All studs or bolts coming in contact with water shall be of stainless steel. The low pressure (LP) and high pressure (HP) impellers shall be mounted on a single shaft. The pump shall have self-adjusting mechanical carbon seal with carbon to stainless steel interface. The HP outlet size shall be 25 mm. The pump shall have a suction inlet of 100 mm with round threads and two 63 mm delivery outlets at front with screw down type valves fitted with couplings as per IS:903.

7. POWER TAKE OFF UNIT

The PTO will be of FireFly make FireHawk heavy-duty capable of transmitting the full power of the engine to the pump. The PTO unit will match the engine & pump characteristics. A separate lever in the main cabin will engage PTO. Necessary support for PTO units, propeller shaft couplings, universal joints etc. will be provided. PTO engage lever would get engaged pneumatically and also get disengaged by air pressure and for this purpose a switch controlling both the operations would be provided in the driver's cab. An alternative system as stated above to get the PTO engaged mechanically would also be provided so that in case of pneumatic failure lever could be engaged by mechanical means.

8. FOAM PROPORTIONER:

Around the Foam Proportioning system with Foam Induction device duly calibrated for 1%, 3 % & 6 % will be provided near the pump. Auxiliary foam induction arrangement to be provided.

9. PRIMER

The priming system will be of Fire Pump manufacturer and of Fully Reciprocating type / water priming type made of corrosion resistant material. At normal temperature and pressure conditions (NTP) the primer will prime from 7 mtrs within 30 seconds.

10. COOLING SYSTEM

Indirect cooling system of open circuit type consisting of a heat exchanger with copper tubes will be provided on the chassis to enable full power output of the engine without overheating it while the vehicle is stationary during the fire fighting operations. Provision will be made to discharge the hot water away from the Fire Tender.

11. HIGH PRESSURE HOSE REEL

Two High Pressure Hose Reel at appropriate location of the vehicle to facilitate operation of the high-pressure section of the Fire Pump shall be provided. The hose will be prevented from kink. Working pressure of hose will not be less than 50 bar. The high-pressure hose reel will hold 30 meter of hose in one length, terminating in a high-pressure for Jet / Fog gun. Plumbing between the pump and hose reel will have clean and unobstructed waterway of not less than 20 mm throughout without any restriction.

12. FOAM MONITOR

Foam Monitor having discharge capacity of 500 GPM @ 7 bar will be mounted on the top of the fire tender the monitor will be capable of traversing through 360° in horizontal plane, elevating from horizontal to 45° and depressing from horizontal to not less than 15° and fully rotation in both directions. The monitor will be capable of projecting the horizontal water discharge to an effective distance of not less than 35 meters in still air conditions when operated at rated pressure. Monitor will be provided with Jet Spray type Nozzle.

13. WATER-FOAM PIPING

All piping and plumbing will be designed to have minimum pressure drop & achieve the required pressure & flow at various locations. All pipe fitting & valves (except butterfly valves) will be of SS304 material. All piping will be designed for 10% over the maximum pressures encountered in

the piping. The piping will be flanged as far as possible for ease of maintenance. All lines will be hydraulically tested at 1.5 times the design pressure however in no case will the lines will be hydraulically tested below 18 bar. All bolting will be of SS 304.

14. CABIN

The MFT shall be supplied with original single cabin with seating arrangement for Driver + Officer.

Enclosed accommodation for four persons will be provided in the separate crew cabin. The cabin will be double compartment with partition & with one communication window. The driver seat & Fire officer seat will be of OEM supplied. All the seats will have foam cushion and will be covered with best quality Rexene. One door on each side will be provided on the crew compartment. Doors will be fitted with safety glasses and be of sliding type window. The glasses on crew cabin windows and doors will be fixed in aluminium sections. The cabin doors will be hinged type opening outwards & hung forward with catch latches. The cab and lockers will be of composite construction with sufficient rigidity and reinforcement and will be kept as light as possible. Pressed sections of MS square tubes of sufficient strength shall be used for the cabin construction as far as possible. Provisions will be made to store BA sets in the back rest of the driver, officer and the crew seats with suitable clamps and brackets where the BA sets (single cylinder) will rest and will not be kept in a hanging condition. Below the crew seat space will be provided for storage of equipments like spare cylinders of the BA set of the same capacity, mechanical tool etc.

15. Equipment's Stowage Compartments:

The rear equipment lockers superstructure (after the cabin) shall be fabricated in corrosion free aluminium extrusion profile section framework constructed with bolt and nut system without welding work and panelled with aluminium plate by means of glue without any welding work. The Profiles shall be strong, solid all aluminium construction (ISO6063T6), light in weight and intrinsic rectangular design with a distortion insensitive bearing. Roof panels shall be made of aluminium padded plates. The roof should be strong enough for being walked-on and must be sufficiently supported. The intermediate walls and shelves shall be constructed from aluminium sheets panelled to the extruded aluminium profile structure by means of glue without any welding work. The outside paneling shall be done from 16 SWG aluminium sheet. Complete flooring shall be of 16 SWG and the inside of lockers shall be done from 18 SWG Aluminium Plain Sheet. The vehicle shall be covered from top with 16 SWG chequered plate having rainwater channel at both side.. The area over the tank will be suitably treated for slippage by chequered plates or anti-skid material. The doors of the cabin will be fitted with safety glasses & winding type regulators. The driver will be provided with large size rear view mirrors on both sides of the cab & convex round mirrors for overall rear view of the vehicle from top to bottom & left to right. The cabin will be as per the latest international standards & ergonomically designed so that the crew members are comfortable in transit as well as are able to use the vehicle in an efficient & comfortable manner.

16. Stowage System:

Arrangement shall be provided for secure, scientific, and systematic stowage of all accessories within the Fire Tender. Each equipment shall have its designated location so that it can be easily located during emergency situations. Suitable clamps, brackets, holders etc. shall be provided for major accessories as the need be. The accessories should be properly clamped / strapped to prevent shifting of the equipment while the vehicle is in motion and thereby avoiding damage to

the paneling of the vehicle. Suction hoses shall be stowed on the roof top at a convenient location.

17.LADDER GALLOW:

Gallows shall be provided to carry a 10.5m aluminium-extension ladder (Trussed type). The design shall be such that the ladder can be released without difficulty from a reasonably accessible position and shall embody rollers to permit easy withdrawal by one man. Means shall also be provided for locking the ladder when stowed.

18.ELECTRICAL SYSTEM & ACCESSORIES

Adequate lighting arrangement shall be made in all compartments. All equipment lockers will have internal lighting arrangement automatically switched on and off by opening/closing of doors. All the wiring will be properly fixed in position & will be protected against heat, oil & physical injury. To the extent possible all wiring will pass through conduits. All wires used in the vehicle shall be stranded copper or copper alloy conductors of a gauge rated to carry at least 125 percent of the maximum current for which the circuit is protected & shall be uniquely identified by color coding or permanent marking. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The use of star washers for circuit ground connections shall not be permitted. All the electrical circuits will have their own separate fuses, suitably marked & grouped in a common fuse box, located in an easily accessible position. Provision will be made for min. 4 spare fuses in the box which shall be provided in driver's cabin. All the controls for electrical system will be provided near the driver's seat. The battery will be placed in a totally enclosed box. Radio suppression of the electrical system, which is sufficient to ensure positive operation of radio equipment without interference, should be provided. Arrangement shall be made on dashboard opposite to the fire officers' seat to fix a mobile wireless set. Power supply shall be provided from vehicle battery. Mechanism shall be provided to charge the vehicle battery from external power source. The mechanism shall have AUTO EJECT function to detach the charging power cable from the vehicle charging point upon starting the ignition of the vehicle. This system shall also have an inbuilt air compressor which will charge the air tanks of the fire truck while it is parked. The power connection cable plug shall be provided at a suitable location on the truck so that easy attachment of power cable is possible. Details of such system with picture, brochure and make / model number of such system shall be provided with the bid.

19.Telescopic light mast

Pneumatically operated through the vehicle air tank should be fixed rigidly on suitable side of the vehicle in such a manner that it should not be damaged due to any jerks. It should be extendable up to a steady height of approx 5-6 mtrs from ground level and fitted with 4 x 50 W LED Lights (20,000 Lumens) through a Fixed Light Support Head. A handle shall be provided at the bottom of the mast to rotate the mast to Left or Right. Permanent connections for taking power supply from a power source set through spiral wire in protective sleeve shall be provided along with the earthed sockets at the Light Supports. Mast shall be made of extruded seamless aluminium construction, anodized in natural color

20. Suplimentary extinguishing agent

Two 75 Kgs capacity Dry Chemical Powder Fire Extinguisher will be provided at the convenient position on the appliance. Dry Powder extinguisher system will have 10 mtrs High Pressure Hose

with pistol type discharge nozzle. The dry powder vessel will be fitted with expellant cylinder for discharging the powder. The dry powder containers will be electrolytically treated for anti-corrosion.

Two Nos. (one on each side of Fire Tender) of 22.5 Kgs capacity CO2 cylinders with hose reel of 15 mtrs long high pressure rubber hose with discharge horn on each side shall be provided.

21. CONTROL PANEL

Adequate illuminated pump operating control panel will be provided on the rear side of the Fire Tender. All controls of the system will be spaced properly & marked for easy operation. All valves will be of lever-operated type and will be made of SS with Teflon seats. The following controls will be provided on rear side of the vehicle near the control panel:

1. Level Indicators for Water Tank and Foam Tank
2. Compound Gauge, Normal Pressure Gauge, High Pressure Gauge
3. Auxiliary Engine Throttle Control
4. Cooling Water Circuit Control
5. Hydrant Connection for filling Water Tank
6. Hydrant to Pump to Monitor
7. Pump Inlets and Outlets
8. Water Tank to Pump Butterfly Valve
9. Pump to Monitor Valve
10. Operating Instruction Plate

22. PAINTING AND MARKING

The entire appliance will be painted with Fire Red paint preferably of ASIAN PPG make using double coat spray painting on the outside. The company Logo and the name writing will be done as per the customer's instructions. The Vehicle will be clearly and permanently marked with the following:

Manufacturer's Name & Trademark

Year of Manufacture

Capacity of Pump in LPM

Capacity of Water, Foam Tank in Litres, DCP & CO2 in Kgs.

Engine & Chassis Nos.

23. PERIMETER AND UNDERBODY LIGHTING:

LED lights shall be installed under the cabin & body around the perimeter of the vehicle. The lights shall be strategically placed to illuminate the immediate ground area around the vehicle. There shall also be provided 5 LED lights at the highest level of the vehicle for area lighting in the vicinity of the vehicle. Minimum one light shall be installed above each shutter. Blue strobe lights shall be provided at all four corners of the vehicle top (two on cabin and two at the rear). These shall be of the high intensity type with regular and intermittent flash pattern.

24. Equipments / Accessories Description & Quantity

1	Aluminium Extension Ladder 10.5 m -1 no
2	PVC Suction Hose with Light Alloy Round Threaded Couplings to suit the Pump Inlet – 2.5 m - 4 nos
3	Delivery Hose (RRL Type) 63 mm x 15 meters with couplings - 20 nos
4	Suction Strainer for Item 2
5	Basket Strainer for Item 2
6	Dividing Breaching made of Light Alloy - 2 nos
7	Collecting Breaching made of Light Alloy - 2 nos
8	Pair of Suction Wrench - 1 no
9	Long line, 50 mm circumference, 30 m long - 2nos
10	Short line, 50 mm circumference, 15 m long - 2nos
11	Hose Bandages Rubberized - 12 nos
12	Hose Clamps - 6 nos
13	Hydrant Valve Key & Bar (Set) - 1 no
14	Four Layered Aluminized Fire Suit with Boots and Gloves (Set) - 2 nos
15	Fog Nozzle with Extension Applicator with Fog Head - 2 nos
16	Hand Controlled Branch Pipe of Light Alloy - 2nos
17	Universal Branch Pipe - 2 nos
18	Branch with Revolving Head - 2 nos
19	Short Branch Pipe Light Alloy (fitted with tips of 12 mm, 16 mm, 20 mm & 25 mm) - 4 nos
20	Adapter for 100 mm suction female screw coupling and 63 mm male instantaneous - 2nos Adaptor double female instantaneous 63 mm - 2 nos Adaptor double male instantaneous 63 mm - 2 nos

21	Nozzle Spanners - 2 nos
22	Electric Hand lamp with rechargeable battery - 2 nos
23	Hand Lamp - 2 nos
24	First Aid Box for 10 Persons - 1 no
25	Rubber Gloves (Pair) - 1 no
26	Asbestos Gauntlets (Pair) - 1 no
27	Large Axe - 1 no
28	Spade - 1 no
29	Pick Axe - 1 no
30	Crow Bar - 1 no
31	Sledge Hammar 6.5 kg - 1 no
32	Carpenter's saw 60 cm - 1 no
33	Hydraulic Jack 7.5 ton - 1no
34	Fire Hook - 1 no
35	Tool Kit - 1no
36	BA Set JLD make model 9000, carbon coposite cylinder 300 bar - 2 nos
37	Multiflow Hand held Nozzle - 2 nos - shall be made of Light Alloy Extruded Construction As Per ISO 64430WP Grade. The nozzle shall be hard anodized to prevent corrosion & wear. It shall have a twist type control for Straight Jet, Spray And Wide-Angle Fog. It shall have arrangement for selection of five flow ranges from 350 to 900 LPM by twist of a dial on the nozzle. The horizontal Jet Throw in still air shall be around 35 mtrs at 7 bar pressure. It shall have Pistol Grip handle to provide for superior grip control to the operator. It shall have provision for change over to flush mode without shutting-off the flow. It shall have a replaceable spinning teeth ring for generating a dense fog curtain, a ball valve type handle for shutting off the flow and a 63 mm Inlet connection as per IS: 903. The nozzle shall be CE certified to EN15182.

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT -

The Contract between the Purchaser and Seller/Contractor is merely a Contract only and shall not be treated as a partnership between the parties to the Contract.

2. PRICES -

2.1 BASIC PRICES -

Basic prices shall be for the entire scope of work in line with all instructions, specifications and terms and conditions specified in the Tender Documents.

3. TAXES AND DUTIES -

3.1 GST Extra as applicable, Present rate is 18%

4. STATUTORY VARIATIONS -

4.1 If the rates for taxes and duties in respect of the quoted materials and/or services assumed by the Seller/Contractor are less than the tariff rates prevailing at the time of tendering, Seller/Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.

4.2 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

5. TRANSPORTATION & FREIGHT CHARGES -

5.1 All dispatches shall be only through the road carriers approved by the Purchaser/Scheduled Banks.

5.2 Road permit/entry permit, if required, as per laws of the state shall be arranged by the Purchaser.

5.3 Owing to any reason, in case the Seller/Contractor has to resort to a mode of transport other than what was contemplated, to keep up the delivery/completion schedule incurring extra expenditure, such extra expenditure shall be borne by the Seller/Contractor.

5.4 Freight charges shall be payable after delivery of the goods at the project site.

6. TERMS OF PAYMENT –

6.1 Eighty Five per cent (85%) of basic price of materials supplied, as per approved billing schedule, along with applicable 100% taxes and duties for the consignment shall be paid against dispatch documents.

6.2 Ten per cent (15%) of the total basic price shall be released after i) submission of all final documents including as built drawings, O&M Manuals etc., as applicable and ii) Submission of PBG (Performance Bank Guarantee) of equivalent amount valid upto warranty period.

7. MODE OF PAYMENT

7.1 Where the payment is to be made directly to the Seller/Contractor, through DD and the same shall be sent by Registered Post or E-transfer / Courier Service (if feasible). Seller/Contractor to provide necessary information for E-transfer / Bank Account Mandate.

8. RECOVERY OF OUTSTANDING AMOUNT-

8.1 In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the seller/contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

9. DELIVERY/COMPLETION SCHEDULE -

9.1 The Seller/Contractor shall so organize his resources and perform the Order/Contract so as to complete it as per stipulated delivery/completion schedule.

9.2 Supply of plant/equipment/stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery, by the time stipulated under the terms & conditions of the Order/Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.

9.3 Supply of plant/equipment/stores shall adhere to the quality and specifications as per Order/Contract and shall be delivered at the destination specified in the Order/Contract.

9.4 Date of dispatch for indigenous supplies (RR/ GR date) and shipment (AWB/ B/L date) for imported supplies shall be treated as the date of delivery for the purpose of levying Liquidated Damages.

9.5 Terms of delivery shall be on FOR Basis at Haldia Plant.

10. PERT CHART AND PROGRESS REPORTS -

10.1 The Seller/Contractor shall submit a detailed estimated bar chart/standard network on Prima Vera and progress Report for Master Drawings Delivery Schedule to meet the agreed delivery/completion schedule covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities, within a period of thirty (30) days after the date of acceptance of the order/contract. This network shall also clearly indicate the interface facilities/inputs to be provided by the purchaser/owner and the dates by which such facilities/inputs are required.

11. INSPECTION AND TESTING AT CONTRACTOR'S PREMISES -

11.1 Inspection Agency, unless specified otherwise in the contract shall have, at all reasonable times, access to the Seller/Contractor's premises or works, and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the stores during its manufacture, and if part of the stores is being manufactured at other premises, the Seller/Contractor shall obtain from the Inspection Agency, permission to inspect, examine and test as if the store is being manufactured on the Seller/Contractor's premises.

11.2 The Seller/Contractor shall give the Inspection Agency, reasonable notice of any material being ready for testing, and the Inspection Agency shall (unless the inspection of tests is voluntarily waived), on giving reasonable notice to the Seller/Contractor, attend at the Seller/Contractor's premises within fifteen (15) days of the date on which the material is notified as being ready. All standard shop tests, physical and chemical tests required by the standards or as may be prescribed or approved as per Order/Contract, shall be conducted by the Seller/Contractor. The Inspection Agency reserves the right to waive any of the above tests requirements and to prescribe new tests, if found necessary, to complete the work so as to conform to the best practices. The Seller/Contractor shall forthwith forward to the Inspection Agency, duly certified copies of the test certificates in quadruplicate, for approval. Further copies of the shop test certificates shall be bound with the instruction manuals referred to in "Seller/Contractor's documents, drawings and instruction manuals".

12. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC) -

12.1 When the tests have been satisfactorily completed at the Seller/Contractor's works, the Inspection Agency shall issue a certificate to that effect within fifteen (15) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Inspection Agency.

12.2 Purchaser/Owner will issue MDCC to the Seller/Contractor based on the QS Note/Report from the Inspection Agency.

12.3 Seller/Contractor will not dispatch any material before issue of MDCC by the Purchaser/Owner.

12.4 The satisfactory completion of these tests or the issue of MDCC, shall not bind the purchaser/Owner to accept the supply/equipment, should it, on further tests after erection, be found not to comply with the contract provisions.

13. DELIVERY FAILURE AND TERMINATION/LIQUIDATED DAMAGES -

13.1 The parties hereto agree that the timely dispatch /delivery and completion of other schedules as stipulated in order/contract shall be the essence of the Order/Contract. If the seller/contractor fails to complete the dispatch/delivery and other schedules within the time period stipulated in the order/contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for breach of order/contract without prejudice to any other rights and/or remedies provided for, in the order/contract and hereunder

13.2 DELAYED DELIVERY -

13.2.1 The purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to 0.5 percent of the total contract price per week or part thereof, subject to a maximum of ten per cent (10%) of the total contract price excluding elements of taxes, duties and freight, if the seller/contractor has failed to deliver any part of the ordered stores within the period stipulated in the Order/Contract.

13.2.2 The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller/contractor with notice to the seller/contractor of the stores due for delivery but not so delivered or their equivalent, without cancelling the order/contract in respect of the stores not yet due for delivery. The manner and the method of such purchase shall be at the discretion of the purchaser.

13.2.3 Purchaser reserves the right to cancel the order/contract or a portion thereof for the stores not so delivered at the risk and cost of the seller/contractor and the seller/contractor shall be liable to the purchaser for any excess costs thereof.

13.2.4 Seller/contractor shall continue the performance of the Order/Contract under all circumstances, to the extent not cancelled.

14. GUARANTEE FOR PLANT/EQUIPMENT/STORES -

14.1 The Seller/Contractor shall warrant that the stores supplied shall be free from all defects and faults in design & engineering, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/Contract specifications, drawing or samples, if any.

14.2 The equipment supplied shall be guaranteed for 12 months from the date of last supply.

14.3 All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of three months from the time of reporting the defect/loss/rejection etc. If the Seller/Contractor so desires and the purchaser agrees subject to import control regulation, the replaced parts can be taken over by him or his representative or the same can be arranged to be dispatched by the Seller/Contractor or his representative at Seller/Contractor's cost. No claim, whatsoever shall be entertained by the purchaser on account of such replaced parts.

14.4 All the replaced and replenished stores shall also be guaranteed as per above clauses.

14.5 The decision of the purchaser with regard to Seller/Contractor's liability and the amount involved, if any, payable by the Seller/Contractor under the guarantee shall be final, conclusive and binding.

15. INSURANCE -

15.1 Insurance shall be arranged by Supplier.

16. INTER-CHANGEABILITY AND CHANGES -

16.1 All similar components or parts of similar equipment supplied by the seller/contractor shall be interchangeable with one another.

16.2 Even though all the work and materials necessary for satisfactory completion of the works may not be detailed in the specifications and schedules, the cost will be considered to be within the contract price and no extra charges shall be payable. However, if there are substantial changes in the specifications of the stores/plant, consequential changes in prices shall be mutually agreed between the purchaser and the seller/contractor.

17. PACKING -

17.1 The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.

17.2 Packing list shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate:-

- a) Packing size.
- b) Gross weight and net weight of each package.
- c) Contents of the package with quantity of each item separately.

17.3 PACKING FOR SPARES -

17.3.1 Different types of spares i.e. start-up/commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately.

17.3.2 Documents for spares should have stamp/markings for easy identification and separation from Main Equipment.

17.4 COLOUR CODING OF TAGS/MARKING/STICKERS -

17.4.1 Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details regarding purchase order, description of the components, quantity etc.

17.4.2 Tags should be of the colour as mentioned below:

Main equipment : Yellow or white tag

Mandatory spares : Pink or red tag

Start-up/Commissioning spares : Blue tag

O&M spares : Green tag

17.4.3 Similar colour scheme should be followed wherever stickers are pasted on components.

18. CONSIGNEE'S RIGHT OF REJECTION -

18.1 Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the Order/Contract (whether with or without any test carried out by Seller/Contractor or the Inspection Agency or under the direction of the Contract Engineer), and

notwithstanding delivery of the stores where so provided to the consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion or consignment thereof, within 30 days after actual delivery, thereof to him at the stipulated place or destination, if such stores or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Order/Contract whether on account of any loss, storage, deterioration or damage before dispatch or delivery or during transit or otherwise, whatsoever.

18.2 Rejected goods or materials shall be removed by the seller/contractor within a period of 15 days from the date of receipt of notice of such rejection. The expenses to be incurred in respect thereof shall entirely be borne by the seller/contractor.

19. MATERIAL RECEIPT CERTIFICATE -

19.1 For supply packages – MRC shall be arranged by HEL. However vendor to provide copy of receipted LRs to enable HEL to issue MRC.

20. SHORTAGES/DAMAGES –

20.1 Shortages in sound cases shall be replenished free of cost as early as possible by vendor.

b) Shortages/Damages during transit/ handling at site, vendor shall supply replacements as early as possible at old contractual rates upon intimation to vendor within 3 months of receipted LR.

21. CONFIDENTIALITY -

21.1 Seller/contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

22. RISK PURCHASE -

22.1 If the Seller/Contractor fails to deliver the goods or materials within the period fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the

Seller/Contractor and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor and the Seller/Contractor shall be liable to the purchaser for any excess costs provided that the Seller/Contractor shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor shall on no account be entitled to any gain on such repurchases.

23.2. Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor shall be worked out after levying 30% overheads as departmental charges on the cost of materials purchased.

23.3. Where action is taken under the Risk Purchase clause the Seller/Contractor shall be liable for any loss, which the Purchaser may sustain on that account. The Seller/Contractor shall not be entitled.

24. TERMINATION OF THE CONTRACT –

24.1 The purchaser shall have the right to terminate/ cancel the Order/Contract, wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor compensation claim shall be settled.

24.2 The purchaser shall also have the right to terminate/ cancel the Order/Contract at the risk and cost of the Seller/Contractor in case either the Seller/Contractor himself or any of his representative or agent is found to have been a previous employee of the purchaser immediately before the retirement and has within a period of two years of such retirement accepted the employment of the Seller/Contractor either as a Seller/Contractor or as an employee without having obtained the prior permission of the purchaser.

24.3 In case of termination/ cancellation of main supply order/ contract, all other associated orders/ contracts like, mandatory spares/recommended spares/ E & C/ supervision of E & C also get cancelled.

25. TRANSFER, SUB-LETTING/ASSIGNMENT/SUB-CONTRACTING -

25.1 The seller/contractor shall not sublet, transfer or assign this order/contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of the purchaser. In the event of seller/contractor sub-letting, transferring or assigning this order/contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the purchaser shall be entitled to cancel the order/contract and to purchase the stores from elsewhere at risk and costs of the seller/contractor and the seller/contractor shall be liable for any loss or damage which the purchaser may sustain in consequence of, or arising out of such risk purchase.

25.2 If the seller/contractor is an individual or a proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the purchaser is satisfied that the legal representative of the individual seller/contractor or the proprietor of proprietary concern and in the case of partnership, surviving partners are capable of carrying out and completing the Order/Contract, the purchaser shall be entitled to cancel the Order/Contract as

to its incomplete and without being in any way liable to payment of any compensation to the estate of seller/contractor and/or to the surviving partners of the seller's/contractor's firm on account of the cancellation of the order/contract.

25.3 Terms and Conditions shall not get affected in case of merger/amalgamation/re-arrangement/takeover etc.

25.4 The decision of the purchaser that the legal representatives of the deceased seller/contractor or surviving partners of the seller's/contractor's firm cannot carry out and complete the order/contract shall be final and binding on the parties hereto.

26. FORCE MAJEURE -

26.1 Notwithstanding anything contained in clause 13.0, if at any time, during the continuance of the Order/Contract the performance in whole or in part by either party, of any obligations under this Order/Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Order/Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of the purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.

26.2 In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

26.3 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall Project schedule and make alternative arrangements for completion of delivery and other schedules.

27. INDEMNIFICATION -

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature arising during the course and out of the execution of this Order/Contract.

28. SETTLEMENT OF DISPUTES -

28.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final.

28.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

28.3 The Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

29. ARBITRATION -

29.1 The CONTRACTOR / SUPPLIER and HMEL shall meet at such time and place and in such manner as may be agreed, to resolve in an amicable, efficient and effective manner any dispute which may arise from time to time in connection with this Contract.

Failing amicable settlement, the dispute or differences or claim as the case may be, shall be referred to arbitration, one Arbitrator to be appointed by each party and a third one to be appointed by the above two arbitrators suggested by the parties.

Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 India or any statutory amendments or notifications thereof. A party requiring arbitration shall appoint an arbitrator and in writing inform the other party about the said appointments calling upon such other party to appoint its arbitrator within 30 days from the receipt of the letter. If the other party fails to appoint its arbitrator, the party appointing Arbitrator shall take steps in accordance with the provisions of Arbitration and Conciliations Acts 1996.

Language of Arbitration: The Arbitrations proceedings shall be conducted in English language.

Place of Arbitration: The Arbitration shall take place in Kolkata, India.

Fees and Expenses: The fees and expenses of arbitration shall be initially borne and paid by the respective parties subject to determination by the Arbitrators as per arbitral award.

Performance during Arbitration: Pending submission of and/or decision on a dispute/difference/claim and during the awarding of the arbitration and the award is published; the parties shall continue to perform all of their
