

## Contract



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**Contract No:** GEMC-511687774895074

**Generated Date:** 23-Mar-2022

**Bid/RA/PR No:** [GEM/2022/B/1831299](#)

Organisation Details	Buyer Details
Type: Central PSU	Designation: Deputy Manager
Ministry: Ministry of Coal	Contact No.: 0712-2511381-
Department: Materials Management	Email ID: alokkumar@westerncoal.gov.in
Organisation Name: Western Coalfields Ltd	GSTIN: 27AAACW1578L1ZW
Office Zone: Western Coalfields Limited / Nagpur	Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes	Payment Mode: Offline
Designation of Administrative Approval: GM MM Purchase	Designation: Dy Manager Fin
Designation of Financial Approval: GM Finance	Email ID: sprathi@westerncoal.gov.in
	GSTIN: 27AAACW1578L1ZW
	Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
GeM Seller ID:	0A0A180000090721
Company Name:	ASKA EQUIPMENTS PRIVATE LIMITED (TRANSFERED FROM MAHARASHTRA)
Contact No.:	09899787072
Email ID:	ashish@askagroup.com
Address:	R-482, Sir Ganga Ram Hospital Square, Shankar Road, CENTRAL DELHI, Delhi-110060, -
MSME verified:	Yes
MSME Registration number:	UK06B0000880
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	05AABCA4838Q1ZC , 05AABCA4838Q1ZC , 07AABCA4838Q1Z8

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> ASKA watermist and caf fire extinguisher high pressure back pack type of Ultralite Carbon Composite with PET Liner of 9 liter capacity <b>Brand :</b> ASKA <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM Category Name & Quadrant : watermist and caf fire extinguisher high pressure back pack type (Q2) ASKA HIPRESS 9 CARBON-E 84241000	240	pieces	383,600	NA	92,064,000
Total Order Value (in INR)						<b>92,064,000</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: ujawal.rane@nic.in Contact: 07173-254042- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL Ballarpur Area PO Sasti Distt Chandrapur (M.S) Pin 442 706, Chandrapur, MAHARASHTRA-442706, India	ASKA watermist and caf fire extinguisher high pressure back pack type of Ultralite Carbon Composite with PET Liner of 9 liter capacity	-	240	23-Mar-2022	22-May-2022

**Product Specification for ASKA watermist and caf fire extinguisher high pressure back pack type of Ultralite Carbon Composite with PET Liner of 9 liter capacity**

Specification	Sub-Spec	Value
Generic	"Conformity to EN 3-7:2004+A1:2007-08 standards "	The complete system shall be tested for compliance from an internationally/nationally accredited laboratory for compliance to all 30 clauses (3.2, 3.15, 4.2, 4.3, 4.4, 4.5, 6.1, 6.2, 6.3, 7.1.1, 7.1.2, 7.2, 7.3, 7.4, 8.1, 8.2, 9.2, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6.1 & 10.6.2, 14.1, 14.2, 15.2, 15.3, 16.1, 16.2) of EN 3 - 7:2004 + A1: 2007-08 (E) Standard mandatorily applicable for the complete system
	Mounting type	Backpack
	Configuration ( Shall be mounted on a sturdy frame suitably cushioned for comfort, provided with shoulder pads for carrying as a backpack and a handle to be carried by hand. All materials used shall be of fire retardant type. Backpack shall be supplied with two air cylinders.)	Yes
	Model Number as per Accredited Laboratory Test Report to Be declared	ASKA HIPRESS 9 CARBON-E
	Main Components: Pressure vessel to hold the media with safety valve, compressed air cylinder coupled with a reducer, hose pipes for discharge of water mist media, extinguishing gun.	Yes
Constructional	Air Cylinder Material	Ultralight Carbon composite with PET Liner
	Type of Foam	Special AFFF Compound conforming to manufacturer own specifications for higher fire rating A55, B233, Spreading coefficient for special AFFF Compound shall be +5 minimum, concentration shall be 6%.
	If special foam mention the composition for special ,otherwise put NA	Water 96%, 1,2-Ethandiol, Fluorinated surfactant < 0.5%, Octylsulfate< 1%, Decylsulfate<1%, Akylpolyglycoside<1%
	Commercial Brand Name of the Special foam (fire extinguishing medium) as per accredited laboratory test report wherein higher fire ratings i.e A55,B233, E1000 V (Die Electric Suitability) achieved, to be declared.Write NA if not applicable.	As per Test Report
	Characteristics of extinguishing medium of Special AFFF Compound (manufacturer own specifications) with infrared spectrogram to be furnished.NA if not applicable	Density 1.04 (kg/dm3), Viscosity 1.35(mm2/s), pH factor 7.8, Refractive index 1.34 at 20 ± 2deg C
	Pressure Vessel Material & Capacity (Nominal Charge)	Ultralite Carbon Composite with PET Liner of 9 liter capacity
	Minimum wall thickness of pressure vessel (mm)	5
	Extinguishing gun material	Stainless Steel
	if others Mentions the material for Extinguishing gun,otherwise put NA	na
	Extinguishing gun weight (750 grams approx)	750
	Length of EN marked Hose 1.3 meter for backpack system	Yes
Weight of fully charged Backpack system between 25kg to 27kg having Corrosion Free Aluminum Alloy vessel and below 20 kg having Ultralite Carbon Composite with PET Liner Vessel for	20	
performance	Air Cylinder Capacity (Ltrs)	2
	Air Cylinder pressure (Bar)	300
	High Pressure Type (Dynamic Operating pressure to be tested in the accredited laboratory test report which will be considered as high pressure for as per clause No. 3.15 of EN 3 - 7:2004 + A1: 2007-08 (E) Standard.) ≥ 30 for Aluminium vessel , ≥ 35 for Ultralight Carbon composite with PET Liner vessel (Bar)	37
	Lancing Distance of Gun : More than 12 meter (meter)	13
	The air hoses shall be suitable for minus 40 deg C to 100 Deg C temperature and EN mark on hose	Yes
	Minimum operating time in full throttle for aluminium alloy vessel	NA
	Minimum operating time in full throttle for Ultralight Carbon composite with PET Liner vessel	26
	System shall be designed for maximum operating temperature TS max and minimum operating temperature TS min of 60 deg C or more and 5 Deg C or less respectively and certified by the manufacturer accordingly as per Clause 7.4 of EN 3- 7:2004+A1:2007-08 standards as per the accredited test report for backpack system.	Yes

	Fire Rating	55 A, 233B, 1000V with Special AFFF Compound as per manufacturer own specn
Certification	PED approval as per Directive 97/23/EC	Yes
	Pressure Vessel shall include a pressure gauge fitted on the vessel (CE Marked from notified body).	Yes
	No objection certificate (NOC) for Pressure Vessel from Petroleum and Explosives Safety Organization (PESO) Nagpur	Yes
	Pressure Vessel should have CE Marking from Notified body	Yes
	The air cylinders shall have PESO, Nagpur approval	yes
	Specific consent of the OEM for the value additions made along with a confirmation that fire ratings of the equipment would not be affected by these value additions.	Yes
	Test Report No	3014
	Test Report Date	09.04.2021
	Name of ILAC/NABL/Central Govt.Accredited Laboratory where Test Conducted	AFTRL Delhi
	NOC Letter No. Date of PESO Nagpur for Pressure Vessel	G.3(42)Misc./2017/428 DT 19.07.2017

#### Corrigendum

1. **Extended Upto** : 2022-02-01 09:00:00

#### Terms and Conditions

##### 1. General Terms and Conditions-

- 1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable**
- 1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.**
- 1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.**
- 1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.**
- 1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.**
- 1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.**
- 1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.**
- 1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).**
- 1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.**
- 1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.**
- 1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.**
- 1.10 Financial Certificate:**
- 1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.**
- 1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.**

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

**2. Buyer Added Bid Specific Terms and Conditions-**

**2.1 Generic:**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**2.2 Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**The technical specifications required for procurement of high pressure water mist CAFTYPE Fire extinguisher 9 litre capacity**

**Provenness Criteria .**

i). The items to be offered shall considered proven provided that the comply with all norms of DGMS (approved) circular no.2 dated 8<sup>th</sup> July 2013, must have been supplied during the past 5 years from the date of opening of bid against order from CIL/CIL Subsidiaries, other PSU(s)/Govt. Deptt. And Private Organisations and their performance has been found satisfactory.

ii). In case, the performance Report of the End-User is not available, the bidder shall submit self-certificate in the following format, along with proof of Payment against the Purchase order(S) / Rate Contract(S)

“The items covered in the Purchase Order(S)/Rate Contract(S) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(S)/Rate Contract(S) and all the complaints/claim(s) lodged by the purchaser, if any, have been attended to and no complaints / claims are pending”.

	GENERIC
1.	The item should conform to EN 3-7:2004+A1;2007-08 Standards. The complete system shall be tested for compliance from an internationally/nationally accredited laboratory for compliance to all clauses(3.2,3.15,4.2 to 4.5,6.1 to 6.3,7.1.1,7.1.2,7.2,7.3,7.4,8.1,8.2,9.2,10.1 to 10.5,10.6.1 and 10.6.2,14.1,14.2,15.2,15.3,16.1,16.2 ) of EN 3-7:2004+A1;2007-08 Standards mandatorily applicable for the complete system.
2.	<b>The extinguisher shall comply with all norms of DGMS (approval) circular no. 2 dated 8<sup>th</sup> July 2013 and shall be designed to be recharged after use.</b>
3.	Mounting type : Backpack
4.	Configuration ( Shall be mounted on a study frame suitably cushioned for comfort, provided with shoulder pads for carrying as a backpack and a handle to be carried by hand. All materials used shall be of fire retardant type. Backpack shall be supplied with two air cylinders.)
5.	Main components: Pressure vessel to hold the media with safety valve, compressed air cylinder coupled with a reducer, hose pipes for discharge of water mist media, extinguishing gun.
	<b>CONSTRUCTIONAL</b>
1.	All Cylinder Material should be Ultralight Carbon composite with PET Liner.
2.	Type of Foam should be special AFFF Compound confirming to

	manufacturer own specifications for higher fire rating A55, B233, spreading coefficient for special AFFF Compound shall be +5 minimum concentration shall be 6%
3.	Commercial Brand Name of the Special foam ( fire extinguishing medium) a per as per accredited laboratory test report wherein higher fire rating i.e A55, B233, E1000 V (Die Electric Suitability) achieved, to be declared in the single Test Report of complete system
4.	Extinguisher gun material should be stainless steel.
5.	Extinguishing gun weight 750grams approximate
6.	Length of EN marked hose 1.3mtrs for backpack system
7.	Weight of fully charged backpack system below 20 kg having Ultra Carbon Composit with PET Iner Vassel.
	<b>PERFORMANCE</b>
1.	Air cylinder capacity (litres) should be 2 litres mentioned
2.	Air cylinder pressure (Bar) 300 bar.
3.	The air hoses shall be suitable for minus 40 deg C to 100 geg C temperature and EN mark on hose .
4.	Minimum operating time in full throttle for Ultra carbon Composite with PET Liner vessel should be 26 seconds.
5.	Lancing distance of gun be More than 12 mtrs approx..
7.	System shall be designed for maximum operating temperature TS Max. And minimum operating temperature TS Min of 60 degree C or more and 5 degree C or less respectively and certified by the manufacturer accordingly as per clause 7.4 of EN 3-7:2004+A1;2007-08 Standards as per the accredited lab test report for back pack system
8.	Fire rating : 55A, 233B, 1000V with Special AFFF Compound as Per manufacturer own specifications with commercial brand name of fire extinguishing medium as per accredited laboratory test report for Backpack System
	<b>CERTIFICATION</b>
1.	The air cylinder shall have PESO, Nagpur approved to be used with Water Mist Fire Fighting System
2.	Pressure vessel shall include a pressure gauge fitted on the vessel(CE marked from a notified body)
3.	No objection certificate (NOC) for pressure vessel from petroleum and explosive safety organization Nagpur
4.	Test report details with number and date
5.	Name of ILAC/NABL/Central Govt Accredited Laboratory where tests have been conducted.
6.	NOC Letter reference and date from PESO Nagpur for pressure vessels

1. Expellant & Extinguishing medium to be declared during bidding & supply.
2. Dynamic Operating Pressure (Peso Approved):- Min. 37 bar (Peso approved).
3. A warranty of one year or more is required.

**2.3 Generic:**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**2.4 Generic:**

**Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.**

**2.5 Generic:**

**Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.**

**2.6 Generic:**

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2.7 Generic:**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**2.8 Generic:**

**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

**2.9 Generic:**

**Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:**

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

**2.10 Service & Support:**

**Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**2.11 Certificates:**

**Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.**

**2.12 Certificates:**

**To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): PESO approval.**

**2.13 Certificates:**

**The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.**

**2.14 Past Project Experience:**

**For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:**

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

**2.15 Warranty:**

**Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.**

**2.16 Warranty:**

**Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.**

**Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.**