

Contract



11100818121185 DT. 26-Oct-2021

Contract No: GEMC-511687743251501

Generated Date: 26-Oct-2021

Bid/RA/PR No: [GEM/2021/B/1089390](#)

Organisation Details Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	Buyer Details Designation: Deputy Manager Contact No.: 0712-2511381- Email ID: alokkumar@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: GM MM Purchase Designation of Financial Approval: GM Finance	Paying Authority Details Payment Mode: Offline Designation: Manager Fin Email ID: ssrathod@westerncoal.gov.in GSTIN: - Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India
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Seller Details GeM Seller ID: 1E28180000100954 Company Name: SYSTEM 5S PRIVATE LIMITED Contact No.: 09380598449 Email ID: esales@system5s.com Address: 105,,Nyniappa Naicken Street,,Parktown, Chennai, TAMIL NADU-600003, - MSME verified: Yes MSME Registration number: UDYAM-TN-02-0012321 MSE Social Category: General MSE Gender: Male GSTIN: 33AAHCS3574K1Z2 , 33AAHCS3574K1Z2

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

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : 5yS complete set cosisting fire proximity suit coat trouser fireman helmet type b fireman gloves fireman boots antiflash hood Brand : 5yS Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	fire proximity suit	ECO_L_O_G9B9	6203	4	pieces	-	139,600
Total Order Value (in INR)								139,600

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: mrsnagpur@westerncoal.gov.in Contact: 0712-2641319- GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	5yS complete set cosisting fire proximity suit coat trouser fireman helmet type b fireman gloves fireman boots antiflash hood	-	4	26-Oct-2021	23-Nov-2021	

Product Specification for 5yS complete set cosisting fire proximity suit coat trouser fireman helmet type b

fireman gloves fireman boots antflash hood

Specification	Sub-Spec	Value
Generic	Conformity to EN Standard	fire proximity suit coat trouser to en 469 2005 fireman helmet to en 443 2008 type b fireman gloves to en 659 2008 fireman boots to en 15090 2012 and antflash hood to en 13911 2004 also with ce marking for all items
	Item Descriptions	complete set consisting fire proximity suit coat trouser fireman helmet type b fireman gloves fireman boots antflash hood
	Educational Instructions (Supplier Has To Educate to End user)	"The items are to be used at a close proximity to the Fire never exceeding a closeness of more than 1 meter from the Fire. They are NEVER to BE USED for FIRE ENTRY Purpose. How to use the fire suit about wearing and removing. How maintain the fire suit. Limitation of use of fire suit according to the user manual provided along with the fire suit Fire suit needs to be Inspected every time after use to identify if it suitable for deployment. The reason is that after Exposure to every Fire Accident the Fire Fighting suit may get damaged and hence, this may be render the Fire Proximity suit unsuitable for deployment till it is repaired . Wash care maintenance of Fire suit is strongly recommended. Ideally after every six months the Fire Suits should be sent back to the manufacture for Wash Care and Maintenance. This will ensure that the Fire Proximity suits are Clean and suitable for deployment after exposure to previous Fire Fighting activity. The Fire Fighting suits normally are recommended with a shelf life of 5 years from the date of manufacture and ideally should be replaced after this period. "
Constructional	Fire Proximity suit (Coat and Trouser) size	Large (L) (Suitable for person of height 164-176 cm, Chest Girth 96-104 cm, Waist Girth 92-100 cm)
	Suit colour	Navy Blue
	Suit Fabric	the fabric namely nomex kevlar or equivalent shall be used for manufacture of the suit the garment manufactures have to furnish the genuinity certificate test certificates issued by m s du pont or the manufacturer of the fibre for the fabric
	Generic Fibre of suit	outer shell layer contains fibre composition of para aramide meta aramide 2 antistatic etc gsm 190 minimum or para amamide polybenzimidazole 2 anti static gsm 190 minimum middle layer contains fibre composition of meta aramide para aramide ptfe
	Fireman Helmet (Type B) sizes shall be as per clause 5 of Helmet Adjustment of EN:443-2008, Bicomponent membrane, Lining Fabric contains fibre composition of:-Blend of Meta aramide (or) Blend of Modarylic	yes
	Fireman Gloves size	9
	Fireman boot size	9
	Firehood shall be manufactured in various sizes or be sufficiently elastic to be compitable with various head sizes and shape	Sufficiently elastic to be compitable with various head sizes and shape
Labelling	Each set must be having LABEL attached and Instruction on the label. Improper process could modify the clothing features and protective levels, Keep clothing dry and clean in suitable place at ambient temperature and humidity ,Do not expose it to heat or cold surface and to repair the clothing we recommend to use only materials like the ones used for the manufacturing of the clothing . No other materials must be used and repairs must be carried out only by an experienced staff or directly by the manufacturer .The clothing has been planned with high quality components . In spite of this protective features can be subject to degradation in the long run as a result of the condition of working place. Therefore it is not possible to fix the durability of the clothing but in any case, following exposure to a risk that might damage whatever components, the time frame is undecided.	
Approval	Approval	All the Items (components) should be approved to relevant EN standards and should be supported with both "EC Type Examination Certificate"as per Article 10 & "EC Quality System certificate" as per Article 11 A or 11B as per EEC guidelines individually.
	Technical manual comprising of servicing details shall be supplied with system	Yes
	The firm shall furnish manufacturers '™ test certificate for the fabric, major components and main item on the basis of the test performed on the representative samples	Yes

Certification	Availability of complete & satisfactory test Report from Central govt/ NABL/ ILAC accredited laboratory for individual components (as applicable) conforming to relevant EN standard	Yes
	Test report No.	30/08278/2
	Test Report date	06.05.2016
	Name of lab where test conducted	BTTG UK
	Availability of CE certificate for individual item (component) genuinity of which to be verified from the certification agency	Yes
	Copy of test report and certifications to be furnished to the buyer on demand	Yes

Corrigendum

1. **Extended Upto** : 2021-03-18 11:00:00
2. **Extended Upto** : 2021-03-20 11:00:00

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. Additional Terms and conditions-

2.1 Scope of supply (Bid price to include all cost components) : Only supply of Goods

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