

Contract

Contract No: GEMC-511687792764514

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Bid/RA/PR No:GEM/2020/B/686570

Organisation Details

Type: Central PSU
Ministry: Ministry of Coal

Department: Materials Management
Organisation Name: Bharat Coking Coal Limited

Office Zone: Bccl Dhanbad

Buyer Details

Name: Sonu Gupta

Designation:deputy manager MM

Contact

No.:

Email ID: sonu.gupta@nic.in
GSTIN: 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla Bhawan,

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Financial Approval Detail

IFD Concurrence: Yes

Designation of Administrative Approval: DIRECTOR TECHNICAL P&P Designation of Financial Approval: DIRECTOR TECHNICAL P&P

Paying Authority Details

Name: BIKRAM GHOSH

Designation:HOD Purchase Finance Email ID: hodpurfin.bccl@nic.in

GSTIN: N

MM Department, level 3, Commercial Building, Koyla Bhawan,

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Seller Details

Company Name: ASKA EQUIPMENTS LIMITED (TRANSFERED FROM MAHARASHTRA)

Contact No.: 09899787072

Email ID: ashish@askagroup.com

R-482, Sir Ganga Ram Hospital Square, Shankar Road,

CENTRAL DELHI, Delhi-110060, -

MSME verified: Yes
MSE Social Category: General
MSE Gender: Male

GSTIN: 07AABCA4838Q1Z8

Product Details

	#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
	1	ASKA ORBIT watermist and caf fire extinguisher high pressure back pack type of Ultralite Carbon Composite with PET Liner of 9 liter capacity	watermist and caf fire extinguisher high pressure back pack type	ASKA HIPRESS 9 CARBON-E	84241000	2	pieces	704,700
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Total Order Value (in INR) 704,700

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Start After	Delivery To Be Completed By
1	Name: Rohit Kumar Designation: - Email ID: con1.bccl.jh@gembuyer.in Contact: 62876-95727- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD. JHARKHAND-828101. India	ASKA ORBIT watermist and caf fire extinguisher high pressure back pack type of Ultralite Carbon Composite with PET Liner of 9 liter capacity		2	22-Aug-2020	21-Oct-2020

Specification	Sub-Spec	Value				
	"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 claus (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. 16.2) of EN 3 - 7:2004 + Al: 2007-08 (E) Standard mandatorily applicable for the complete system				
	Mounting type	Backpack				
Genric	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 to higher fire rating A55, B233, Spreading coefficient for special AFFF Composhall 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 inc 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				
	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 + Al: 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)	15				
	The air hoses shall be suitable for minus 40 deg C to 100 Deg C					

performance	temperature and EN mark on hose	Yes
periormance	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	29
	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
	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
Certification	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	20161319/AS 06
	Test Report Date	28-10-2016
	Name of ILAC/NABL/Central Govt.Accredited Laboratory where Test Conducted	MPA DRESDEN
	NOC Letter No. Date of PESO Nagpur for Pressure Vessel	G.3(42)Misc./2017/428 DT 19.07.2017

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.
- **1.3 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 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
- 2.2 Preference to Make In India products: Preference shall be given to local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019.
- 2.3 Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods

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