

SR No(175)_Sonu Gupta

Contract



Contract No: GEMC-511687732019487

Generated Date: 29-Mar-2022

Bid/RA/PR No: [GEM/2021/B/1432312](#)

Organisation Details Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	Buyer Details Designation: Manager Contact No.: 94705-95938- Email ID: sonu.gupta@nic.in GSTIN: 20AAACB7934MFZB Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: GM MM Designation of Financial Approval: HOD(F)MM	Paying Authority Details Payment Mode: Offline Designation: HOD Purchase Finance Email ID: pao5.bccl.jh@gembuyer.in GSTIN: N Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
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Seller Details GeM Seller ID: DWF8200001831932 Company Name: INTECH SAFETY PRIVATE LIMITED Contact No.: 09330831371 Email ID: sm@intechsafety.com Address: 83, MADHURIMA HOUSE, chanditala main road, NEW ALIPORE, Kolkata, WEST BENGAL-700053, - MSME verified: Yes MSME Registration number: WB10B0012789 MSE Social Category: General MSE Gender: Male GSTIN: 19AABCI1457M1ZA	
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*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	Product Name : DEZEGA Self-contained self-rescue(SCSR), Rated duration 30 Minute Brand : DEZEGA Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM Category Name & Quadrant : Self-Contained Self-Rescue(Scsr)-IS 15803 (Q2) CI 30 HSN not specified by seller	296	pieces	26,969.6	NA	7,983,001.6
Total Order Value (in INR)						7,983,001.6

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	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	DEZEGA Self-contained self-rescue(SCSR), Rated duration 30 Minute	-	296	29-Mar-2022	27-Jun-2022

Product Specification for DEZEGA Self-contained self-rescue(SCSR), Rated duration 30 Minute

Specification	Sub-Spec	Value
Conformity & Certification	Conformity to Standards	IS 15803 Latest
	Certification	DGMS
Generic	Safe working duration including safety margin	10 minutes
	Maximum Inhalation air temperature dry bulb	55
	Inhalation Oxygen Concentration(% by vol)	21
	Application	Suitable for optimum utilization of compressed air stored in the Breathing bag during for fighting and rescue operation without any risk of poisonous gases entering the breathing circuit.
	Inhalation Breathing resistance(mbar)	10
	Type	Chemical Oxygen(KO2)
	Exhalation breathing resistance(mbar)	10
	Self-contained self-rescue(SCSR) compressed airbreathing apparatus contain list of items as per IS 15803 Latest	Breathing bag,hoses,Relief Valve facepiece,carring case
	Maximum Inhalation air temperature wet bulb	45
	Breathing Bag Capacity	6
	Rated duration	30 Minute
Constructional Properties	Inhalation Carbon Dioxide Content(% by vol)	3
	Designed to ensure its full function in any orientation	Yes
	Inhalation and Exhalation Valves	As Per IS 15803 Latest
	Marking	As Per IS 15803 Latest
	Breathing Bag	As Per IS 15803 Latest
	Harness	As Per IS 15803 Latest
	The apparatus shall be so designed that no parts or sharp edges are likely to be caught on projections in narrow passages	Yes
Relief Valve	As Per IS 15803 Latest	

	The apparatus shall be so designed that the wearer can remove it and while still wearing the facepiece, continue to breathe air from the apparatus	Yes
	Facepiece and Goggles	As Per IS 15803 Latest
Features	Salient Features	Quick starter system for initial spurt of oxygen, Leak tightness indicator for daily visual check, moisture indicator
Accessories	Accessories	With 6 litres of Oxygen supplied, User Manual, The apparatus should be provided with a harness/ belt to allow quick, easy and correct donning of the apparatus without assistance and should have hip worn option.
Others	Overall Dimension	4756.69 cubic cm
	The mass of the complete apparatus including carrying container	< 5 Kilogram
General Technical Requirement	General Technical Requirement	Valid DGMS approval shall be maintained throughout the shelf life of 10(ten) years of the SCSR from the date of commissioning. If the DGMS approval lapses or is withdrawn SCCL will have the right to recover the value of the SCSR in comparison of the balance life from the date of lapse or withdrawal of the DGMS approval, The manufacturer / supplier should have suitable infra structure in India for repair after sales service, testing and training, The batch of supply for which all the test results (100%) are found satisfactory shall only be supplied. In case of unsatisfactory test result even for a single sample, either at the laboratory or in the practical performance test, the entire batch of supply shall not be accepted for use. In case of imported equipments directly imported by SCCL the entire batch will be rejected and SCCL will recover the complete cost of the SCSRs, The cost of SCSR subjected to the testing, the cost of the testing charges and transportation to the accredited laboratory shall be borne by the supplier, The manufacturer shall supply Rapid leakage testing machine free of cost for every 200 no. self rescuer or part thereof. Leakage testing machine should be supplied with test certificate from any Govt./Govt. approved test house about the suitability to test effectiveness of SCSR., Video clippings, audios and posters on use of SCSR , dummies subject to minimum 5%, shall be provided by supplier free of cost for training of underground workers, Supplier, Manufacturer & Designer is responsible as per Reg.38 of CMR 2017
Environmental Properties	Minimum Operating temperature	-20
	Maximum Operating temperature	60
	Operating Humidity(Rh%)	95
Warranty/Services	Number of preventive maintenance visits offered in an year during warranty period	2
	Training Period	3
	Training Type	At Buyer's Premises(As per Authorized Method)
	Availability of Spares (at extra cost)	7
	24 x 7 Customer Helpline Support	Yes
	Service Life	10
Installation	Scope of supply includes installation, safety and operation checks of the equipment by the supplier before handover	Yes
	Number of days required to provide Advance Sample to the	15

Advanced Sample/Field Trial	buyer (from the date of placement of order)	
	Agree to provide Advance Sample(s) for buyer's approval / Field Trial before commencement of supply	Yes
	Demo offered at consignee's place	Yes
Test Report/Certification	Valid Director General Mine Safety approval for use in Underground mines	Yes
	Test Report Number and Date	CNP/4026 012015
	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes
	Name and address of the Lab where Test conducted	CIMFR, Dhanbad
	Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification	Yes

Buyer Defined Additional Specification for DEZEGA Self-contained self-rescue(SCSR), Rated duration 30 Minute

Specification	Value
1)DGMS Approval SCCL MAY BE READ AS BCCL IN GENERAL TECHNICAL REQUIREMENTS	DGMS approval valid for use in U/G mines of all degree of gassiness and fiery seams and shall comply with DGMS (Tech). Circular No. 08 & 08A of 2008 and circular No. 08 of 2015 with lasted amendments if any and any other circulars/guidelines by DGMS during the life of SCSR . copy of all the previous approvals and extensions from DGMS should also be submitted. DGMS Approval shall valid on date of opening of bid and shall be marked clearly, legibly and indelibly on every SCSR supplied.
2)Following information shall also be marked in clear, self explanatory and indelible way on the outer container of the SCSR	(a) Name and trade mark of the manufacturing company. (b) Type & model name, (c) Month & year of manufacturing in " mm/yy format" along with shelf life and service life, (d) Batch No. and identification or Serial no of the SCSR. (e) Rated/ nominal duration of the self rescuer, i.e. thirty (30) minutes. (f) Mass of the unit at the time of manufacture.
3)BIS 4)Duration 5)accessories 6)Weight	3)The SCSR must conform to IS:15803:2008. A certificate of compliance to full BIS standards from any of the approval/ accredited laboratories in India shall be Submitted. 4)shall not be less than Thirty mins. 5)The SCSR must be fitted with a quick starter system to generate 5-6 litres of oxygen in the breathing bag on opening of the apparatus before use.A suitable leak tightness indicator for daily visual check shall also be provided in SCSR. 6)apparatus including container <= 2.5 kg.
7)Shelf Life 8)Harness	7)The apparatus shall have minimum of 10 years of shelf life. If found defective(in any respect) within the shelf life period, the same shall be replaced free of cost. 8)Each apparatus shall be supplied with a belt / harness to allow quick, easy and correct donning of the Apparatus without assistance.

Corrigendum

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 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.

2.2 Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.3 The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: accessories as per bid specifications.

2.4 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.

2.5 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.

2.6 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.

2.7 Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and

providing Statutory Clearances required (if any)

2.8 IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

2.9 Warranty period of the supplied products shall be as given in specifications 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.

2.10 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.11 Buyer Added text based ATC clauses

1) Proven ness criteria shall be as under: The equipment offered by the tenderer shall be considered proven provided the quoted model or similar equipment, as defined below, must have been supplied by the bidder in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a minimum period of one year from the date of commissioning (window period).

The performance of only those equipment would be considered for assessing proven-ness which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender. Relevant PO copies need to be submitted along with offer for compliance of above.

"Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/contracts for a minimum period of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied.

In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self certification claiming satisfactory performance of the equipment supplied.

"Similar Equipment" shall be such equipment which full fills following: a) Performs almost identical operations as quoted model.

b) Should be equal to or higher than the tendered capacity.

c) Uses subcomponents, sub-systems and major assemblies of substantially similar design & construction to the model quoted - only ratings/ specifications may differ (Lower or Higher).

Format: "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(s) are pending."

Relaxation from above Provenness criteria (for Prior Experience / Turnover) for Startup and Micro & Small Enterprises (MSEs):

As per Provision of Policy Circular No.1 (2) (1)/2016-MA dated 10th March 2016 issued by Ministry of Micro, Small and Medium Enterprises, Government of India, prior experience and turnover criteria is not applicable for MSEs bidders and no further documents regarding provenness will be required to be submitted by these category of bidders.

Documents for claiming exemption from provenness criteria:

i) Certificate towards quality assurance & capability from some authority like MSME, NSIC etc. for the quoted items.

OR

ii) Any favourable technical capability reports given earlier to bidder for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids.

iii)OR

iii) If bidders have submitted documents to prove Startup/MSE status for the tendered

items and whose products are ISI marked / DGMS approved / Current holding Rate Contract with CIL or its subsidiaries for supply of tendered items/supplied and proven in CIL or Subsidiary companies /proven product of the ancillary unit of a subsidiary company of CIL.

Note: For claiming MSE exemption, the bidder must be manufacturer of the offered item.

2) INSPECTION AND TESTS:

Inspection:

i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes

ii)The purchaser reserves its right to conduct the inspections and tests on the premises of the supplier or its subcontractors, at point of delivery and/or at the goods final destination. When conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

iii)Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv)The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

V)Purchaser reserves the right to inspect the material before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. *Final inspection shall, however, be carried out at the consignee's end.*

vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

Testing:

The use, care, maintenance, sampling & testing procedure shall be according to DGMS(Tech) Circular N0 8 & 8A of 27.10.2008 & 18.12.2008 , cir no . 8 of 2015 and any other circulars issued during shelf life of the SCSR of 30 minutes duration . The testing charges of samples of SCSR drawn as per Circulars mentioned above shall be borne by the supplier/ manufacturer and SCSR, which would be destroyed during testing, shall be replaced free of cost by the supplier / manufacturer within two months of the receipt of such test report. All clauses mentioned in detailed technical specification shall be binding on the supplier/manufacturer.

Sampling and testing:-

a)Before a batch of SCSR is put into service , 3% sample, subject to minimum 12 units, for every batch of supply shall be drawn at random for testing by joint sampling team comprising of representative from manufacturer/ supplier and users at the user's site.

b)Fifty percent (50%) of the above drawn sample (subject to a minimum of 6 units)shall be sent to any of the approved/ accredited laboratories for full bench test as per IS:15803:2008 (with latest amendments) and rest of the sample units shall be subjected to practical performance test as per IS: 15803:2008 for the rated duration and the users comfort at the nearest Mines Rescue Station.

c)The batch of supply for which all the test results for the samples (100%) are found satisfactory shall only be accepted and will be put into service. In case of unsatisfactory test result even of single sample, either at the laboratory or In the practical performance test, the entire batch of supply shall not be accepted for use.

d)Result of the above stated laboratory test as well as practical performances test, duly countersigned by the mine owner or any other person authorized by him for this purpose shall be kept at owner's office. A copy of the said test result shall also be kept at the mine office and shall be made available for inspection., up to the shelf life of the apparatus. All test results with unsatisfactory performance of a sample, whether in the laboratory or in the practical performance test, shall also be forwarded by the concerned

mine owner or his representative to DGMS.

e)The testing charges of the samples of SCSR drawn as mentioned above shall be borne by the supplier / manufacturer and SCSR which would be destroyed during testing shall be replaced free of cost by the supplier / manufacturer within two months of the receipt of such test report failing which the testing charges including cost of destroyed SCSR shall be recovered from suppliers/ manufacturer bill/account

Testing after issue at the belowground mines:

Every SCSR on roll of the mines shall be subjected to Leak Tightness Test at least once in a quarter by a competent person duly authorized by the Manager for the purpose, in a manner as prescribed in the IS: 15803:2008 (Annexure E-1) under clause 5.7 for Leak tightness.

The bidder shall supply the Leak Testing Machine free of cost at a scale of one machine for every 100 SCSRs' or part thereof, along with test certificate from any Govt. Test House / Manufacturer about the effectiveness of the Leak Testing machine.

Manufacturer/ supplier shall replace free of cost the total number of SCSRs which were found unsatisfactory after above tests within two months from the date of failure

The leakage Testing Machine shall also be warranted for TEN YEARS and in case of breakdown/ malfunction-ning, the same shall be repaired/ replaced by the Supplier/ Manufacturer of SCSR free of cost.

Functional Ability Testing:-

a)One percent of the total units of a particular make and type of SCSR under service shall be drawn randomly every year

for tests subjects to a minimum of one unit of each make and type for functional ability.

b)The sample thus collected shall be tested at any of the approved/accredited laboratories for the following parameters as per the IS: 15803:2008 (at 35 litre/min. during the rated duration):

Parameter	Accepted Level
Rated duration(as per label)	Not less than 90% of specified duration
Inhalation Oxygen concentration(% by volume)	Not less than 21*
Inhalation Carbon Dioxide concentration (% by vol.)	Not more than 1.5
Maximum inhalation air temperature dry bulb	Not more than 55 °C.
Inhalation breathing resistance	Not more than 10 mbar
Exhalation breathing resistance	Not more than 10 mbar

* A short term deviation to a level of not less than 17% for a period of not more than two minutes at the beginning of the test is permissible.

c) Results of the above stated functional ability test, duly countersigned by the minemanager, shall be recorded at the mine office and shall be made available for inspection, up to two years of reporting.

d) In case of unsatisfactory test result(s), during the above functional ability test, all SCSRs of the batch whose sample had failed shall be immediately withdrawn from the use. The supplier/manufacturer shall replace the total SCSR of batches failed free of cost within two months from date of failure, failing which the cost of entire batches of SCSR failed shall be recovered from suppliers/ manufacturer bill/account/PBG

The manufacture and their authorized representative shall jointly ensure provision of the following

Amenities, to cover all the mines where the apparatus has been supplied:

- (a) Adequate arrangement for after sales service and maintenance of the apparatus,**
- (b) Adequate Facilities for Training on use & Care of the apparatus and**
- c) Prompt supply of spares.**

Any complaint from BCCL shall be expeditiously attended to.

Every consignment of "Self -rescuers" shall be supplied with the following :

- (a) A certificate, from the manufacturer, to the effect that the units being supplied are identical in construction and performance to the samples, which were officially tested for DGMS approval.**
- (b) A certificate, from the manufacturer, to the effect that the units being supplied have been tested And found suitable for use.**
- (c) A copy of DGMS approval letter.**
- (d) Every apparatus shall be provided with a bi-lingual (in English& Hindi) booklet on its use and**

Maintenance with complete information on the following points:

- 1. Application and limitations (s)**
- 2. Maximum surface temperature during use,**
- 3. Checks prior to use,**
- 4. Use care and maintenance,**
- 5. Inspection intervals and,**
- 6. Tips on storage.**

Dummy/Donning self -rescuer one in every 100 self- rescuer or part thereof shall be provided free of cost for training purposes. No BIS/EN Standard for Dummy/Donning self-rescuer is required.

The supplier/Manufacturer shall Impart training to trainers and person required to issue and maintain SCSR Free of cost.

Last One year satisfactory performance report (including Functional Ability Test Report of last one year) shall be submitted by the supplier/manufacture to the user by the closing date of tender enclosing test report from approved/accredited laboratories as per criteria laid down in the prevailing / latest DGMS circular in force at the time of testing.

Guarantee/ Warrantee : Manufacturer/ supplier shall undertake the guarantee of SCSR for service Life of 10 Years(Ten Years) from the date of receipt and acceptance after sampling & testing as per Clause B OF DGMS (Tech.) Circular no. 08 of 2008, 8A dated 18.12.08 and dated 28.09.2015

If SCSR fails within Guarantee/ Warranty period , from the date of acceptance, supplier shall replace free of cost the SCSR within two months or in case failure to do so, BCCL will have the right to recover the cost.

In case, the amount to be recovered falls short from PBG amount, the bidder will have to pay the balance amount and in case of failure of the bidder to refund the amount, BCCL reserves the right to recover it from the pending bills and other dues in BCCL/ other subsidiaries of CIL.

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