

## Contract



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**Contract No:** GEMC-511687710157337

**Generated Date:** 18-Sep-2021

**Bid/RA/PR No:** [GEM/2021/B/1207506](#)

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: Empowered Committee of Directors including Govt. and Independent Directors headed by CMD	Designation: Dy Manager Fin
Designation of Financial Approval: Director 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:	DWF8200001831932
Company Name:	INTECH SAFETY PRIVATE LIMITED
Contact No.:	09831062941
Email ID:	admin2@intechsafety.com
Address:	83,MADHURIMA HOUSE,chanditala main road,NEW ALIPORE, Kolkata, WEST BENGAL-700053, -
MSME verified:	Yes
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	19AABCI1457M1ZA

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

Product Details								
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> DEZEGA Self-contained self-rescue(SCSR), Rated duration 60 Minute <b>Brand :</b> DEZEGA <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM	Self-Contained Self-Rescue(Scsr)-IS 15803	ШCC-1П	HSN not specified by seller	5,472	pieces	-	308,270,592
Total Order Value (in INR)								<b>308,270,592</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: harishkandula@westerncoal.gov.in Contact: 962-3386330- GSTIN: - Address: WCL Central Stores, Urjagram, Tadali- 442406, CHANDRAPUR, MAHARASHTRA-442406, India	DEZEGA Self-contained self-rescue(SCSR), Rated duration 60 Minute	-	5,472	18-Sep-2021	17-Mar-2022

Product Specification for DEZEGA Self-contained self-rescue(SCSR), Rated duration 60 Minute		
Specification	Sub-Spec	Value
Conformity &	Conformity to Standards	IS 15803 Latest, EN 401 Latest

Certification	Certification	DGMS
Generic	Safe working duration including safety margin	10 minutes
	Maximum Inhalation air temperature dry bulb	60
	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)	254
	Self-contained self-rescue(SCSR) compressed airbreathing apparatus contain list of items as per IS 15803 Latest	Breathing bag,hoses,carring case,Relief Valve facepiece
	Maximum Inhalation air temperature wet bulb	45
	Breathing Bag Capacity	6
	Rated duration	60 Minute
Inhalation Carbon Dioxide Content(% by vol)	3	
Constructional Properties	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	Yes	

	wearing the facepiece, continue to breathe air from the apparatus	
	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	4594.58 cm <sup>3</sup>
	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 buyer (from the date of placement of order)	15
	Agree to provide	

Advanced Sample/Field Trial	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	MHS/A2/20-21/24A
	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	CSIR DHANBAD
	Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification	Yes

#### Corrigendum

1. **Extended Upto** : 2021-05-21 15:00:00

#### 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 Registration / Empanelment Requirement:** Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with DGMS for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

**2.2 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](#)

**2.3 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)

**2.4 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.**

**2.5 Buyer Added text based ATC clauses**

**Sampling and Testing:** - Before a batch of SCSR is put into service, 3% samples, 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. 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 and rest of the sample units shall be subjected to practical performance test as per IS: 15803:2008 for the rated duration and the user's comfort at the Rescue Station.

The batch of supply for which all the test results of the samples (100%) are found satisfactory shall only be accepted. 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 not be accepted for use.

The cost of testing of SCSR as per IS: 15803:2008 at any of the approved/accredited laboratories and transportation charges to the accredited laboratory shall be borne by the manufacturer/supplier. (Seller has to bid accordingly.)

**Testing after issue at 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 by DGMS. The bidder shall supply the Leak Testing Machine free of cost at a scale of one machine for every 200 SCSR 's 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 SCSR's which were found unsatisfactory after above tests within one month from the date of failure.

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

**Functional Ability Testing:-** One percent of total units of a particular make and type of SCSR under service shall be drawn randomly every year for tests subject to a minimum of one unit of each make and type for functional ability at any of the approved / accredited laboratories as per IS :15803 :2008. 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 cost of testing of SCSR as per IS :15803 :2008 at any of the approved / accredited laboratories and transportation charges to the accredited laboratory shall be borne by the manufacturer / supplier.

Manufacturer/supplier shall replace free of cost the entire batch of SCSRs which will be found unsatisfactory after above tests within two months from the date of failure.

WCL will have the right to encash the PBG proportionately to recover the cost of rejected SCSR from the manufacturer / supplier in case of failure to replace them free of cost within two months. Video Clippings, audios and posters on use of SCSR and at least 200 number of dummies, shall be supplied by the supplier free of cost for training of below ground workers.

The Supplier / Manufacturer shall Impart training and person required to issue and maintain SCSR free of cost.

**GUARANTEE/WARRANTY:** Manufacturer/supplier shall undertake the guarantee of SCSR for Service life of 10 years (ten years) (clause 1.12) 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 8 dated 28.09.2015. If SCSR fails within Guarantee/Warranty period, from the date of acceptance, firm shall replace free of cost the SCSR within one month (clause 1.14.1 & 1.14.3) or in case of failure to do so, WCL 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 bidder to refund the amount, WCL reserves the right to recover the pending bills and other dues in WCL/other subsidiaries of CIL.

**PBG:** The seller has to submit ePBG@3% of the total order value valid for 10 years from the date of acceptance of the material.

**Payment Terms :** For each consignment ,3% of the material will inspect randomly (jointly) out of which 50% will tested at govt. Laboratory (CIMFR, Dhanbad) and 50% will be tested at the rescue station. Govt. test laboratory will accept 06 nos. batch -wise and it can multiply into 6. Once both

**the reports are received at the store then the final inspection will be done with all store formalities and 100% payment will be released.**

**Note: SCCL shall be read as WCL in the bid technical parameters.**

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