

11000815718136 07/15/11/18



Contract

Contract No:GEMC-511687778482210

Generated Date:15-Nov-2018

Organisation Details	Buyer Details
Type: Central PSU	GEM Unique ID: GEM/2018/asnagarkar@westerncoal.gov.in
Ministry: Ministry of Coal	Name: Ashish Nagarkar
Department: Materials Management	Designation: Dy. Manager
Organisation Name: Western Coalfields Ltd	Contact No.: 9823176663
Office Zone: Western Coalfields Limited / Nagpur	Email ID: asnagarkar@westerncoal.gov.in
	GSTIN: 27AACW1578L1ZW
	Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail
IFD Occurrence : No
Designation of Administrative Approval : Director (Technical)Projects and Planning
Designation of Financial Approval : GM(Fin)/c-1

Seller Details
GEM Unique ID: GEM/2018/sameer.kalamdani@voltas-mh.com
Company Name: KION INDIA PRIVATE LIMITED
Contact No.: 9850960628
Email ID: sameer.kalamdani@om-mh.com
Address: Nagar road, Pune, MAHARASHTRA-411014, -

Product Details						
#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Diesel Operated forklift truck having capacity of 5000kg at 600mm load centre	forklifts	VOLTAS Make / Model : DVX506GFCBCDHVM of 5000Kg rated capacity at 600mm load centre with Fluid coupling transmission , front 4 solid tyres and rear 2 tyres and 2 stage HVM mast with lift height of 3660mm	2	NOS	2,430,800
Total Order Value (in INR)						2,430,800

Consignee Detail				
S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Krishnappa S Kattimani 9986730079 kskattimani@westerncoal.gov.in Regional Stores, Western Coalfields Limited Pathakhhera Area P.O.:-Pathakhhera Colliery-460449, Distt.:-Betul.(M.P), BETUL, MADHYA PRADESH-460449, India	Diesel Operated forklift truck having capacity of 5000kg at 600mm load centre	1	13-Feb-2019
2	Mayuresh Rajendra Banchod 9923684289 mrbanchod@coalindia.in WCL Central Stores, Urjagram, Tadali- 442406, CHANDRAPUR, MAHARASHTRA-442406, India	Diesel Operated forklift truck having capacity of 5000kg at 600mm load centre	1	13-Feb-2019

GENERIC	Operating mode	Diesel Engine Operated
	Rated Capacity at Standard Lift Height and Load Centre (Kg)	5000
	Transmission	manual
	Type of Drive	double
	Rating of Traction Battery (KWH)	NA for Diesel Engine operated
CONSTRUCTIONAL	Type of Motor	NA for engine operated
	Engine Capacity (BHP@rpm)	75
	Rated RPM	2200
	Engine Torque Nm@rpm	295
	No of Cylinders	4
	Engine Cubic Capacity/Displacement (CC)	3600
	Engine Cooling System	Liquid Cooled
	No of speed forward/reverse	2
	ForkLift Gradeability (%)	15
	AC Traction Motor Capacity, (Kw)	NA
	Capacity for AC Motor Pump, (Kw)	NA
	AC/DC motor rating	NA for engine operated
	DC motor operating voltage	NA for engine operated & AC motor
	Standard load centre distance	DH/DV for Forklift for 5000 & 6000 kg 600/600mm
	Brake System	Hydraulic
	Minimum ground clearance, (mm)	150
	Lifting Stages	2
	Lift Height (metres)	3 to 3.8 meters
	Fork arm for fork lift truck	confirm to IS 6876 latest
	Mounting dimensions for attachment	to the extent applicable IS 7525 latest
	Make and model of offered fork lift	MAKE : VOLTAS / MODEL : DVX506GFCBCDHVM
	Max. fork spread (mm)	1510
	Fork size (mm)	1220
	Overall length (mm)	4470
	Overall width (mm)	1815
	Overall height raised (mm)	5110
	Collapsed Height (mm)	2530
	Free Lift Height (mm)	0
	Wheel base shall be declared by manufacturer (mm)	2030
	Tyre Type	Solid
	Mast tilt forward & backward (in degrees)	6
	Mass of Truck (Kg)	6720
	equiped with instrument panel fitted with switch	

	Instrument Panel for Diesel Operated Forklift	Fitted with Engine oil pressure gauge, Coolant temperature gauge, engine hour-meter & fuel level gauge and switch key for starting
	Supply of spares by manufacturer atleast for a period of 10 years	yes
	Tare weight of Forklift Truck, (Kg)	6720
	Standard tool kit	yes
	Light reflectors	yes
	Rear view mirror	yes
	Fork Extension Pair	No
	Fork Mounted Crane Attachment	No
	Carriage Mounted Crane Attachment	No
	Hydraulic Side shifter Attachment	No
	Parrot Beak attachment	No
	Load Back Rest	Yes
	Alternator shall be provided for charging the battery in case of diesel engine operated fork lift	yes
	Suitable battery charger for traction batteries	NA for Diesel Engine operated
	Head light two numbers, rear light one number and signal lights	yes
	Electric Horn., parking brake, rear towing hook/towing arrangement, adjustable cushioned driver seat and driver overhead guard with steel reinforcement at the top for	yes
	Consummables: Spare filter kit for engine oil, transmission, hydraulic oil suitable for 4 services shall be provided	yes
	The Hydraulic Cylinders of any one of given Indian make may be used in the FLT. i) Dantal, ii) Wipro, iii)Fasto, iv)TAFE, v)Precision & vi)Canara or equivalent.	yes
PERFORMANCE	Minimum Ambient temperature upto which engine shall be able to start without the aid of cold starting device, (°C)	0
	Specific Fuel Consumption (g/kwh)	245
CERTIFICATION	ISI Marking	false
	BIS Licence Number	NIL
	Stability testing	as per IS 4357 latest
	Acceptance criteria	as per IS 10517 latest
	Type approval certificate and conformity of Production certificate from ARAI or other agency as approved by Government of India for latest smoke emission norms.	yes
	Test Report number & Date for Hydraulic cylinder	NIL dated 2018
	Name & address of lab where Hydraulic cylinder tested	Dantal Hydraulics Pvt Lts,50,Sector-3,IMT Manesar, Gurgaon,Haryana-122015
	Availability of complete & satisfactory test Report from Central govt/ NABL/ ILAC accredited laboratory to IS10517 latest (Appendix 'A') for Motor, to IS:5154 latest for Traction Battery, to IS 10000 (1 to 12) latest and IS 10002 latest for Diesel Engines whichever applicable.	yes
	Diesel Engine shall conforming to IS 10000 (1 to 12) latest and IS 10002 latest	yes
	Test certificate No. & Date	ARAI/CMVR/9205/2014-127 dtd 19.8.2014
Name & address of lab where test conducted	The Automotive Research Association Of India (ARAI), Pune, Maharashtra	

1. Special terms and conditions

- 1.1 Only bid /RA option will be available for buyer as these equipments are not standard and freight Intensive product.
- 1.2 Test reports if any, desired by buyer will be provided by seller at the time of supply.
- 1.3 Operational and maintenance contract if desired by buyer will be provided as per their requirement.
- 1.4 Delivery period will be 90 days (normal).
- 1.5 Only bid /RA option will be available for buyer as these equipments are not standard and freight Intensive product.
- 1.6 Test reports if any, desired by buyer will be provided by seller at the time of supply.
- 1.7 Operational and maintenance contract if desired by buyer will be provided as per their requirement.
- 1.8 Delivery period will be 90 days (normal).

2. General terms and conditions

2.1 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

2.2 **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.

2.3 **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.

2.4 **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.

2.5 **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.

2.6 **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).

2.7 **Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

2.8 **Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

2.9 **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.

2.10 Financial Certificate:

2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

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

3. Additional Terms and conditions

3.1 **Scope of supply (Bid price to include all cost components) :** Supply Installation Testing and Commissioning of Goods

3.2 **Purchase preference will be given to MSME and Startup (Local supplier) :** (if L-1 is not from selected category and 4 / 5 Seller (s) from selected category has/have quoted price within L-1 + Local Supplier as defined in Public Procurement (Preference to Make in India - 20%), Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products % of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and award contract for percentage of total value as defined/ decided in relevant policy) Local Supplier as defined in Public Procurement (Preference to Make in India - 20%), Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products