

Contract



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Contract No: GEMC-511687785207978

Generated Date: 28-Sep-2021

Bid/RA/PR No: [GEM/2021/B/1229762](#)

Organisation Details	Buyer Details
Type: Central PSU	Designation: Dy. Manager
Ministry: Ministry of Coal	Contact No.: 0712-2511381-5529
Department: Materials Management	Email ID: asnagarkar@westerncoal.gov.in
Organisation Name: Western Coalfields Ltd	GSTIN: 27AAACW1578L1ZW
Office Zone: Western Coalfields Limited / Nagpur	Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No	Payment Mode: Offline
Designation of Administrative Approval: D(T)P and P	Designation: Dy Manager Fin
Designation of Financial Approval: GM(Fin)/C-I	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:	1AWE210001922754
Company Name:	Uttam Construction Equipment
Contact No.:	09910000988
Email ID:	tenders.uttamfab@gmail.com
Address:	PLOT NO 756,SECTOR 69,BALLABGARH,INDUSTRIAL AREA, Faridabad, HARYANA-121004, -
MSME verified:	Yes
MSME Registration number:	-
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	06AHAPB1786F2ZQ , 06AHAPB1786F2ZQ

*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	Product Name : UTTAM CONSTRUCTRUCTION EQUIPMENT--UTTAM CONSTRUCTION EQUIPMENT Hydraulic Mobile Crane Lifting capacity 12 tonne Brand : UTTAM CONSTRUCTRUCTION EQUIPMENT--UTTAM CONSTRUCTION EQUIPMENT Brand Type : Unregistered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	Hydraulic Mobile Crane-	SHAKTI 12	HSN not specified by seller	2	pieces	-	2,898,000
Total Order Value (in INR)								2,898,000

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	UTTAM CONSTRUCTRUCTION EQUIPMENT--UTTAM CONSTRUCTION EQUIPMENT Hydraulic Mobile Crane Lifting capacity 12 tonne	-	2	28-Sep-2021	27-Dec-2021	

Product Specification for UTTAM CONSTRUCTRUCTION EQUIPMENT--UTTAM CONSTRUCTION EQUIPMENT Hydraulic

Mobile Crane Lifting capacity 12 tonne

Specification	Sub-Spec	Value
Specifications	Clutch	Single plate heavy duty dry friction type clutch plate
	ROPE LENGTH	19
	AIRCLEANER	Heavy duty dry type
	Parking Brake	As per manufacturer's design
	Suspension	As per manufacturer's design
	Front Brake	Pneumatically assisted hydraulic brakes
	Front Tyre	11 x 20 x 16 PR (pneumatic, minimum 4 nos)
	Rated Power @ 2200 or 2400 RPM	49
	Engine	Turbo charged water?cooled diesel engine meeting latest emission conditions of BS
	Lifting capacity	12
	Rear Brake	As per manufacturer's design
	Boom	3 part hydraulically operated
	Transmission	As per manufacturer's design
	Rear Tyre	13 x 24 x 12 PR minimum (pneumatic, minimum 2 nos)
	Hydraulic system	Vane type hydraulic pump, Control valve with built in pressure relief valve, hydraulic filter.
	Sterring	Power steering , articulated hydraulically controlled
	Travel Speed	Min 25Km/hr
	Hoist Mechanism	Hydraulic operated four falls hook block with built in safety brakes
	Electrical System	12 V single battery
	Turning Radius	6.5
Fuel tank capacity	60	
Boom type	Slotted Boom	
Certification and Standard	Conformity to IS:4573 latest	Yes
Additional Features	Cabin	Front mounted fully enclosed wide view cabin
	Safety System	Over load audio warning system,Rope compensation for auto leveling,Safety brakes on hoist,Hose protection failure device,Front mounted cabin,Frontand rear wheel guards.
	Additional Content	Safe load indicator with hydraulic cut off,Over hoist & over load cut off,Front outriggers with rectangular cross section,Head & tail light assembly and reverse gear hooter annunciator/reflectors,Hydraulic oil pressure gauge (f) Spark arrestor should be provided on exhaust system as per approval of PESO,Tools kits,Tilt indication indinometers,fire extinguisher,Tool kit,Operator,s Manual and Parts Catalogue should be provided by the manufacturer/Vendor.,rear view camera with LCD Screen
Test and Inspection	QAP,Inspection and Testing	Vendor shall submit QAPs for each Item / Components for approval by THDCIL or its TPI agencies.All the materials used in the manufacture shall be subjected to examination for testing and approval by THDCIL/ TPI Agency appointed by THDCIL prior to and after manufacture,Manufacturer (OEM vendor) shall furnish all necessary information concerning the supply to owner,After completion of manufacture and prior to dispatch, the entire unit shall be subjected to demonstration & acceptance tests for approval by THDCIL/ TPI Agency appointed by THDCIL. THDCIL/ its TPI Agency reserve the right to witness all the tests as per approved QAP with sufficient advance notice.
	Load Test Cettificate	Manufacturer's Load test certificate as per IS 4573 to be provided

Buyer Defined Additional Specification for UTTAM CONSTRUCTRCTION EQUIPMENT--UTTAM CONSTRUCTION EQUIPMENT Hydraulic Mobile Crane Lifting capacity 12 tonne

Specification	Value
Engine	BS-III or above standards, whichever is latest as per the govt norms.

Corrigendum

1. **Extended Upto** : 2021-06-07 18:00:00

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) : Supply Installation Testing and Commissioning of Goods

2.2 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.

2.3 Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 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 Class 1 local supplier is denoted in the bid document 50%. 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 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.4 Buyer uploaded ATC document [Click here to view the file.](#)

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