

**Contract**

Contract No: GEMC-511687752872878

11000810320246

Generated Date:09-Mar-2021

87d. 09/03/2021

Bid/RA/PR No:GEM/2020/B/763972

**Organisation Details**

Type: Central PSU  
Ministry: Ministry of Coal  
Department: Materials Management  
Organisation Name: Western Coalfields Ltd  
Office Zone: Western Coalfields Limited / Nagpur

**Buyer Details**

Designation: Deputy Manager  
Contact No.: 0712-2511381-  
Email ID: alokkumar@westerncoal.gov.in  
GSTIN: 27AAACW1578L1ZW  
Address: WCL Hqrs. Coal Estate, Civil Lines,  
NAGPUR, MAHARASHTRA-440001, India

**Financial Approval Detail**

IFD Concurrence: No  
Designation of Administrative Approval: Director (Technical) Project & Planning  
Designation of Financial Approval: GM(Fin)/c

**Paying Authority Details**

Payment Mode: Offline  
Designation: Dy Manager Fin  
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: 93B7200001234040  
Company Name: KOMATSU INDIA PRIVATE LIMITED  
Contact No.: 09444397678  
Email ID: lakshminarayana.t@global.komatsu  
Address: Plot No. A-1, SIPCOT Industrial Park, Growth Centre,,Thenneri (Via),,Sriperumpudur Taluk,,Oragdam,  
Kanchipuram District. TAMIL NADU-631604, -  
MSME verified: No  
GSTIN: 33AACCK7292H1ZF, 33AACCK7292H1ZF

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

**Product Details**

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Crawler Hydraulic Excavator Brand : KOMATSU Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	Crawler Hydraulic Excavator	PC300LC-8M0	84295200	3	pieces	28,350,000
Total Order Value (in INR)							28,350,000

**Consignee Detail**

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: ss.mangare@nic.in Contact: 07175-285019- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	Crawler Hydraulic Excavator	-	1	09-Mar-2021	07-Jun-2021
2	Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur	Crawler Hydraulic Excavator	-	1	09-Mar-2021	07-Jun-2021

	M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India					
3	Designation: - Email ID: mr.patil3485@nic.in Contact: 07239-241341- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, India	Crawler Hydraulic Excavator	1	09-Mar-2021	07-Jun-2021	

### Product Specification for Crawler Hydraulic Excavator

Specification	Sub-Spec	Value
Certification	Vehicle Certification ARAI/VRDE/ICAT	No
	If No, mention the name of Vehicle Certification agency	NA
	Vehicle Certification name and date	NA
	Compliance with pollution standards, safety standards of components and road worthiness as per CMVR rules	Yes
	Availability of test report for the product from Any ILAC/NABI accredited/central government lab to be furnished to buyers on demand	Yes
	Responsibility of Registration with RTO	Yes
	IS/ISO 6165 : 2006 Earth moving machinery - basic types - Identification and terms and definitions	Yes
	IS 11114 : 2006 Earth-moving machinery - Definitions of dimensions and codes: Part 2 base machine	Yes
	IS 11114 : 2006 Earth-moving machinery - Definitions of dimensions and codes: Equipment and attachments	Yes
	IS13116 : 2006 Earth-moving machinery -Engine Test Code - Net power	Yes
Generic Parameters	Conforming IS/ISO 7135:2009 Hydraulic Excavator (Crawler)	Yes
	Make	KOMATSU
	Model	PC300LC-8M0
	Type of the excavator	Crawler
	Operating mass	34110
	Shipping mass	34110
	Engine manufacturer and model	KOMATSU SAA6D114E-3
	Ignition type	Diesel
	Type of cycle	4 Stroke
	Aspiration	mechanically turbocharged
	No of cylinders	6
	Bore	114
	Stroke	135
	Displacement (cc)	8270
	Max Engine horsepower	260
	Maximum Engine torque (Nm@rpm)	1109
	Engine cooling system	Liquid cooled
Type of fuel	Diesel	
Starter type	Electrical	
Electrical system voltage (in volts)	24	

Bucket capacity to handle material of density	1.6
ISO net flywheel power at given engine speed (hp@rpm)	250
Maximum swing speed	9.5
Reach at ground level	10000
Depth reach	6450
Travel speed	5.5
Gradeability (degree)	35
Force at bucket curl at the Tip	246
Stick crowding force	201
Ground Pressure	0.65
Operating weight	34110
Draw bar pull	264
Standard Boom	6000
Standard Arm	2550
maximum digging depth	6450
maximum digging Reach	10210
Rated Lift Capacity	19545
fuel tank capacity	605
Overall length	10725
Overall width	3190
Overall height	3641
Overall transport length	6745
Width of upper structure	3165
Track overall length	4955
Track overall width when retracted	3190
Track overall width when extended	3190
Track shoe width	600
Centre to centre - idler to sprocket	4030
Upper structure ground clearance	1185
minimum ground clearance	500
Tail swing radius (standard)	3550
Tail swing radius (counterweight)	3550
Backfill Blade height	0
Backfill blade width	0
Backfill blade rise above ground	0
Backfill blade dig depth	0
Maximum Cutting height	9565
Maximum Loading height	6460
Minimum Loading height	2980
Maximum vertical wall digging depth	3725
	Variable



Hydraulic pump system type	displacement
Hydraulic pump flow at given pressure (L/hr)	32100
Hydraulic pump flow at given speed (L/hr)	32100
Hydraulic system fluid capacity	365
Hydraulic system output	365
Cooling system fluid capacity	31
engine crankcase fluid capacity	37
pump drive fluid capacity	365
Swing reduction	166.427
Swing circle lubrication	Grease bathed
Swing lock	Mechanical disc Brake
swing drive fluid capacity	16
Filtration system	Yes
Fuel filters	Yes
Air Cleaners	Yes
Type of Steering	Power
Type of braking system	Hydraulic
Type of final drive	Planetary
final drive fluid capacity	18
Type of Track	crawler
Track dimensions	4955
Ground Contact area	4.836
Number of shoes on each side	48
Number of carrier rollers	4
Number of track rollers	16
Cab height	2585
Crawler track height	1040
Clearance height under upper structure	1185
Undercarriage overall width	3190
Shipping height	3641
Shipping height with guard rail	3641
Shipping length	10725
tail swing radius	3550
Length to centre of rollers	2590
Counterweight clearance	1185
Right-side upper structure distance from axles of rotation	1495
cab width overall	3165
Track gauge with track extended	2590
track gauge with track retracted	2590
Crawler overall length	4955

Construction Parameters

Sprocket axis to axis of rotation (in degrees)	90
Upper structure rearmost distance from axis of rotation	3510
Maximum dumping height for shovel	6460
Length of level floor cut	0
Minimum level floor radius	0
Muffler with rain cap	Yes
Fuel Consumption for Earthwork application	23
Maximum dig radius	10210
Dig radius at groundline	10000
Maximum dig depth	6450
Vertical straight wall dig depth	3725
Dump height	6460
Overall reach height	9565
Bucket rotation	1681
Arm digging Force	201
Bucket Digging Force (ISO)	246
Stick Digging Force (ISO)	201
Bucket Digging Force (SAE)	223
Stick Digging Force (SAE)	193
Fully enclosed steel cabin with safety pipes window locking service doors and adjustable cushion seal	Yes
Service hour meter	Yes
Complete Instrumentation	Yes
Starter key switch	Yes
2 working light and cabin light	Yes
Electric Horn	Yes
Parking brakes	Yes
Emergency shut off	Yes
Cabin/canopy :All round visible cabin ,With easy Walk Through Access	Yes
Instrument Panel	Yes
Cabin Instrumental panel with audio indicators	Yes
Cabin Instrumental panel with visual indicators	Yes
Seating Plan: Co- Adjustable driver seat with one helper seat	No
Doors:-Front door with fixed toughened glass & locking mechanism with wiper	Yes
Glasses:-Front wind screen, rear glass in two pieces glass	Yes
Paint:Standard automobile paint to the exterior body as per CVMR rules	Yes
Rear view large convex mirror	Yes
Front screen wiper	Yes
Front and rear horn	No
Number of roller	20
Lift Path	Yes

	Cabin Entry and Exit	Yes
	Operation Control	Yes
	Length Without Attachment	5987.5
Performance Parameters	ISO net engine power (HP @rpm)	250
	Maximum travel speed (high) (km/hr)	5.5
	Maximum travel speed (low) (km/hr)	3.2
	Braking performance	Yes
	Tipping Load (kN)	189
	Digging Tool used	Hoe
	maximum force by Shovel/hoe/clamshell using arm cylinder (kN)	201
	maximum force by Shovel/hoe/clamshell using bucket cylinder (kN)	245
	Warranty time	1
	Operating hours during warranty period	3000
	Battery warranty	1
	No Of Free services	6
	Transportation charge (in Rupees)	540000
	Maintenance cost for first 5000 Hrs (in Rupees)	1490400
	Excavator Self propelled machine on crawlers having an upper structure capable of 360 degree swing and with mounted equipment which is primarily designed for excavating with bucket without movement of undercarriage during work cycle	Yes
Work cycle normally compromised excavating, elevating , swinging and discharging of material	Yes	

#### Corrigendum

1. Extended Upto : 2020-09-12 21:00:00

2. 1: 1. Bucket capacity to handle material of density: 1.5 cu.mtr-2.0 cu mtr 2. ISO net flywheel Engine Power : Min 194 HP requirement 3. Force at bucket curl tip : Min 165 KN 4. Fire Extinguishers ( 5 Kg) : Min 2 nos 5. Hydraulic oil and air filter clogging indicator 6. 6 (six) Sets of Additional Tooth Points initially hard faced are to be provided with each Excavator suitable for requirement of initial 3000 hours (Minimum). 7. Fire proof Exhaust pipe blanket on exhaust side of engine. 8. Baffle plate between engine and hydraulic system should be provided to prevent hazard during operation. 9. Flex-master coupling 10. All function cut -off switch 11. Swing Motor Brake 12. Fire/Heat resistant /retarder hydraulic hoses in place of ordinary hoses. 13. All sleeves and conduits where cables/wires are passed shall be fire/heat resistant. 14. Turbocharger Guard. 15. Vent valve on top of hydraulic tank (in case of pressurized tanks) should be able to be removed without any tool. 16. Baffle plate /suitable partition between cold and Hot zone. 17. Provision/suitable device for limiting of hydraulic cylinder stopper. 18. Emergency Push button for immediate Shut-off in (i) Operator (ii) Rear End of the Main Frame 19. Operators fatigue sensor as per DGMS requirement 20. Seat Belt with reminder system 21. Performance Guarantee: the Supplier shall guarantee that the availability of the equipment shall be not less than 85% (Eighty five percent) for a period of 12 months from the accepted date of commissioning. 22. Initial Spares and supplementary items : The equipment shall be provided with a comprehensive tool kit which shall include any special tools required for erection commissioning and for the maintenance and repair of all the equipment. i. First fill of all oils grease and lubricants needed for test and commissioning of each equipment. ii. The Supplier will provide all necessary spares and consumables including Filters O-rings and standard Engine filters required for first 3000 working hours. 23. Training : The Supplier shall also be responsible for the provision and delivery content of any suitable training programs necessary for operation and maintenance of the equipment. 24. After sales service provision / Supplier' responsibility : a.) The supplier shall be responsible for installation testing and commissioning of the equipment and ensure that it meets the requirements as specified. The commissioning and setting to work of the whole equipment supply package shall be carried out under the supervision of the Supplier in conjunction with the Purchasers nominated personnel. The supplier will also be responsible for smooth operation and maintenance of equipment for first 3000 working hours of operation of each equipment within the warranty period. 5: 25. Cabin specs : A fully insulated sound suppressed FOPS operators cab with front guard tinted safety glass wind shield wiper and washer should be mounted on rubber shock absorbers and elevated to facilitate a clear and unrestricted view of the operating area. The operator's seat shall be a fully adjustable bucket type with foam rubber cushion and best quality upholstery. A cooling fan shall also be provided. All operating controls monitoring and working signals should be conveniently located in consoles within easy reach of the operator and shall comply with ISO 4557 ISO 6405-1 and ISO 6405-2. All function cut off switch should be provided in the cabin the switch should be differentiated distinctly on control panel by a special marking on the control panel sheet and by locating the switch at one side of the panel. The seat belt should be provided. 6: Drawings Manuals and Test certificates : The supplier shall provide (for each machine) :- . One suitable illustrated copy of operating repair and Maintenance Manuals for the equipment written in the English language substantially bound in book form. a. One suitably illustrated copy of detailed Spares Parts Manuals covering all plant equipment and accessories substantially bound in book form. b. The supplier shall also submit the data identified in the specifications for each item of Equipment proposed. In addition to the Equipment drawings requested where appropriate the Supplier shall supply detailed drawings illustrating erection/assembly site(s) foundation and accommodation requirements for such items as drive motors switch installations etc. c. All test certificates as per the requirement of ISO DGMS etc. 7: 27. DGMS approval requisition : Beside conforming to the standards (ISO) specified in the equipment



specifications the equipment shall also have to meet approval of the Statutory Government Authorities including Director General of Mines Safety (DGMS) having jurisdiction over the Equipment and its use. (All the safety features provided in the equipment must comply DGMS Regulation 216(2) of CMR (2017).28. Special Guarantee ; The following guarantee will apply for the different components from accepted date of commissioning: . i. Complete Engine system - 24 months or 6500 hrs (whichever is earlier): In case of failure of engine system within 6500 hrs. the failed components of the engine system shall have to be replaced/repared depending on the merit of the case free of cost by the supplier.ii. PTO Hyd Pumps Motors Cylinders Final Drive and Swing machinery 24 months or 6500 Hrs (whichever is earlier). 8: 29. General Requirement : The Supplier shall furnish the following information which will be used for the assessment of bids. The details of quoted type & model Equipments supplied during the last five years. The information shall be given in the following format and in order of most recent first. Company Supply order&date Qty.(No. of machines) Model Commissioning date Mine name Mine type Mine location b. Details of nearest Depot/Warehouse and Service Facility available for the present offer in the format given below. Location Contact Nos. Inventory Value (Approx) Location Type of facility available No. of Engineers \* \* Engineers/Technicians employed to service the equipment either at the facility or on site.c. Details of standard/ special tools to be provided with the equipment.d. Details of erection programmes for the bid. 9: 30. List of spares and consumables for one year warranty period is to be uploaded by the bidder.31. List of bought out items is to be uploaded by the bidder.32. Oil Lubricants and Fluids :The Supplier shall provide to the purchaser a detailed schedule of all necessary oils lubricants fluids for the operation and maintenance of equipment and specify the appropriate Grades Indian and International standard references (whichever is applicable) suitable for different assemblies.33. The bidder shall certify that All items and Equipments proposed are of current design and manufacture. The supplier shall warrant that sufficient spares and servicing facilities will be available to maintain the equipments in use through out its life. 10: 34. Effect and Duration of Guarantee :a) This guarantee shall become effective on the day on which the Equipment is commissioned at the Site. Commissioning shall be evidenced by the issue of the Purchasers Acceptance Certificate. b) This guarantee shall remain effective for twelve (12) months from the date of commissioning irrespective of the hours operated by the equipment during the period of the guarantee.c) In the event that the equipment fails to achieve the guaranteed Availability of 85% herein provided during this twelve (12) months period the Supplier shall be liable to pay to the Purchaser as Penalty a sum equal to as indicated hereunder for each equipment :-e. a. 1% of the delivered price of the equipment for every percentage reduction from the Guarantee Availability for the first 5%.b. 10% of the delivered price of the equipment for reduction beyond 5% from the Guaranteed Availability. 11: The supplier has however the option to modify the equipment if felt necessary to bring its availability to the guaranteed level within three (3) months after expiry of initial guarantee period of twelve (12) months from the date of commissioning. In the event of further reduction of availability during total fifteen (15) months period then the penalty shall be imposed on the basis of availability achieved during the period of fifteen (15) months. c) Deemed Breakdown : When the Supplier is unable to supply the replacement of a failed part under warranty within 21 days of giving intimation by the consignee and if the machine is commissioned by using the spares from the stock of the project the period (after 21 days) till the supplier replaces the part under warranty shall be treated as Deemed Breakdown (the credit for keeping machine available shall not be given to the supplier). 12: 2. Quality Assurance: a)The Supplier should furnish in detail its quality assurance plan for various stages of manufacture. The Quality Assurance Plan shall comply with an internationally recognized quality assurance standard such as ISO 9000.b)The Supplier shall provide facilities to Purchaser or their authorized representatives when so required by them for progress inspection during manufacture at his works and furnish all test data available in this regard for quality control both for bought out items and his own manufactured items.c)The Purchaser or his agent when so required by him shall also be provided with samples of bought-out materials for the purpose of undertaking independent tests which independent tests shall be at the expense of the Purchaser. 13: List of documents to be uploaded by the bidder along with the bid on GeM portal. The bidder shall submit a self certificate clearly stating that they agree to provide all safety related items in the machine as mentioned in special terms and condition.0. Performance Guarantee : Self certificate.1. Initial Spares and supplementary items I) List of all general and special tools to be provided along with the machine required for erection commissioning and maintenance of the machine. II) List of First fill of oil grease and lubricants needed for test and commissioning of the machine. III)List of all necessary spares and consumables including Filters O'rings Hoses seal kits etc. for first 3000 Hrs of operation.2. Training : Self Certificate clearly stating that they shall conduct a suitable training program necessary for operation and maintenance of the machine before commissioning of the equipment at mine site. 14: 3. After sales service provision / Supplier' responsibility : The bidder shall submit a self certificate clearly stating that they shall provide all support of spares and consumables along with the maintenance and repair personnel for first 3000 Hours of operation of machine or one year from the date of commissioning (Whichever comes earlier) free of cost to the purchaser.4. Cabin Specs : Self Certificate that Cabin Specification shall be as per the ISO 4557 ISO 6405-1 and ISO 6405-2.5. Special Guarantee : Self certificate for acceptance of Special Guarantee / Warranty .6. General Requirement : List of equipment supplied in Last 5 years by the bidder and detailed list of Nearest Depot/ Warehouses as per the Format. List of Standard and special tools to be provided with the equipment and Erection program of the machine at site.7. List of spares and consumables for one year warranty period is to be uploaded by the bidder. 15: 8. List of bought out items is to be uploaded by the bidder.9. Oil Lubricants and Fluids: Detailed schedule of all necessary oil lubricants and fluids for the operation and maintenance of equipment and specify the appropriate Grades Indian and International standard references (whichever is applicable) suitable for different assemblies.10. Design and Manufacturing: Self Certificate of current Design and Manufacture. 11. Effect and Duration of Guarantee : Self Certificate for acceptance of Effect and Duration of Guarantee including "Deemed Breakdown Clause"12. Quality Assurance : Quality assurance Plan of sub assemblies. 16: B). The list of documents to be provided by the supplier along with the supplies:1. Drawings Manuals and Test certificates : List of all Drawings Parts and Service Manuals and Test Certificates (ISO / other Govt organisation ) supplied along with the Machine.2.. DGMS Approval : List of DGMS approvals complied

for all the safety related items fitted in the equipment especially with regard to the material used in Automatic Fire Detection and Suppression System as per the current DGMS Circulars and CMR guidelines.3. Special Guarantee : Self certificate for acceptance of Special Guarantee / Warranty .4. List of all items supplied (Actual) along with the Machine.

3. Extended Upto : 2020-09-17 21:00:00

## Terms and Conditions

### 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).

### 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.

2.2.1 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.

2.2.2 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.

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.

2.11 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.

### 3. Additional Terms and conditions

3.1 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)



**3.2** Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**3.3** 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.

**3.4** The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

**3.5** Warranty period of the supplied products shall be 1 years 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

**3.6 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.

**3.7** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

**3.8** The Bidder / OEM (themselves or through reseller(s)), should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

**3.9** Bidders can also submit the EMD with Account Payee Demand Draft in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**3.10** Bidders can also submit the EMD with Banker's Cheque in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**3.11** Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name WESTERN COALFIELDS LIMITED Account No. 916020014855308 IFSC Code UTIB0000048 Bank Name AXIS BANK Branch address M.G.HOUSE, RABINDRANATH TAGORE ROAD, BESIDE BOARD OFFICE CIVIL LINES, NAGPUR, 440001, MAHARASHTRA.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**3.12** Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name WESTERN COALFIELDS LIMITED Account No. 916020014855308 IFSC Code UTIB0000048 Bank Name AXIS BANK Branch address M.G.HOUSE, RABINDRANATH TAGORE ROAD, BESIDE BOARD OFFICE CIVIL LINES, NAGPUR, 440001, MAHARASHTRA.. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**3.13** Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**3.14** 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.

**3.15** Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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%. All bidders 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 the bid is liable to be rejected. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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