

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687725659593

Generated Date | अनुबंध तिथि: 24-Aug-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2909642](#)

Organisation Details | संगठन विवरण

Type | प्ररूप: Central PSU
Ministry | मंत्रालय: Ministry of Coal
Department | विभाग: MAHANADI COALFIELDS LIMITED
Organisation Name | संगठन का नाम: MAHANADI COALFIELDS LIMITED
Office Zone | कार्यालय क्षेत्र: MAHANADI COALFIELDS LIMITED

Buyer Details | खरीदार विवरण

Designation | पद: mmpur1b
Contact No. | संपर्क नंबर: 0663-2542521-2734
Email ID | ईमेल आईडी: mmpur1b.mcl@coalindia.in
GSTIN | जीएसटीआईएन: 21AABCM5188P1Z3
MAHANADI COALFIELDS LIMITED, PO - JAGRUTI VIHAR,
Address | पता: BURLA,
SAMBALPUR, ODISHA-768020, India

Financial Approval Detail | वित्तीय स्वीकृति विवरण

IFD Concurrence | आईएफडी सहमति: Yes
Designation of Administrative Approval | प्रशासनिक अनुमोदन का पदनाम: General Manager MM HOD
Designation of Financial Approval | वित्तीय अनुमोदन का पदनाम: Dy GM Finance

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role: PAO
Payment Mode | भुगतान का तरीका: Internet Banking
Designation | पद: DEEPAK KUMAR BURMA MGR FIN
Email ID | ईमेल आईडी: dkburma@coalindia.in
GSTIN | जीएसटीआईएन: 21AABCM5188P1Z3
MAHANADI COALFIELDS LIMITED, AT /PO - JAGRUTI VIHAR,
Address | पता: BURLA,
SAMBALPUR, ODISHA-768020, India

Seller Details | विक्रेता विवरण

GeM Seller ID | जेम विक्रेता आईडी: 524D180000094287
Company Name | कंपनी का नाम: ACTION CONSTRUCTION EQUIPMENT LIMITED
Contact No. | संपर्क नंबर: 09811157929
Email ID | ईमेल आईडी: incometax@ace-cranes.com
Address | पता: DHUDHOLA LINK ROAD, VILLAGE DUDHOLA,
PALWAL, HARYANA-121102, -
MII Status | एमआईआई स्थिति: True
MSME verified | एमएसएमई सत्यापित: No
MSME Registration number | एमएसएमई पंजीकरण संख्या: -
GSTIN | जीएसटीआईएन: 06AAACA6189P1Z5

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Delivery Instructions | वितरण निर्देश: NA

Product Details | उत्पाद विवरण

#	Item Description आइटम विवरण	Ordered Quantity आइटम विवरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR में सभी शुल्क और कर सहित)
1	<p>Product Name उत्पाद का नाम: ACE Hydraulic Mobile Crane Lifting capacity 20 tonne Brand ब्रांड: ACE Brand Type ब्रांड प्रकार: Registered Brand Catalogue Status कैटलॉग की स्थिति: OEM verified catalogue Selling As कैसे बेचा जा रहा है: OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: Hydraulic Mobile Crane as per IS 4573 (Q3) Model मॉडल: ACE NX360 20T SLEW CRANE HSN Code एचएसएन कोड: 8426</p>	1	pieces	5,829,200	NA	5,829,200
Total Order Value कुल ऑर्डर मूल्य (in INR)						5,829,200

Consignee Detail | परेषिती विवरण

S.No क्र.सं.	Consignee परेषिती	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	Delivery Start After दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By वितरण पूरा कब तक करना है
1	Designation पद : - Email ID ईमेल आईडी : depot-off-tala.mcl@coalindia.in Contact संपर्क : 6760-268856- GSTIN जीएसटीआईएन : 21AABCM5188P1Z3 Address पता : Office of the General Manager Talcher Area ATPO Dera Colliery Angul, ANGUL, ODISHA-759103, India	ACE Hydraulic Mobile Crane Lifting capacity 20 tonne	-	1	24-Aug-2023	22-Nov-2023

Product Specification for ACE Hydraulic Mobile Crane Lifting capacity 20 tonne

Specification विनिर्देश	Sub-Spec उप-विनिर्देश	Value मूल्य
Specifications	Clutch	Single plate heavy duty dry friction type clutch plate
	ROPE LENGTH	19 meter
	AIRCLEANER	Heavy duty dry type
	Parking Brake	As per manufacturer's design
	Suspension	As per manufacturer's design
	Front Brake	As per manufacturer's design
	Front Tyre	As per manufacturer's design
	Rated Power @ 2200 or 2400 RPM	101 horsepower
	Engine	Turbo charged water?cooled diesel engine meeting latest emission conditions of BS
	Lifting capacity	20 tonne
	Rear Brake	As per manufacturer's design
	Boom	4 part boom, 3 part hydraulically powered, 4th part power extended and manually pinned for safety
	Transmission	As per manufacturer's design
	Rear Tyre	As per manufacturer's design
	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	As per manufacturer's design
	Electrical System	12/24V battery & alternator 35Amps
	Turning Radius	8 meter
Fuel tank capacity	120 liter	
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,Tools kits,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	Manufacturer (OEM vendor) shall furnish all necessary information concerning the supply to owner
	Load Test Certificate	Manufacturer's Load test certificate as per IS 4573 to be provided

Corrigendum | शुद्धिपत्र

1. GeM-Bidding-Corr-4187741-1.pdf : [click here](#) | [यहां क्लिक करें](#)
2. Extended Upto | तक बढ़ाया गया : 2023-02-03 19:00:00
3. Extended Upto | तक बढ़ाया गया : 2023-02-18 19:00:00
4. Extended Upto | तक बढ़ाया गया : 2023-03-06 19:00:00

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	State Bank of India
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	3.00
The bidder shall furnish ePBG as applicable as per bid's terms and conditions बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा	

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) 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. Buyer Added Bid Specific Terms and Conditions-

2.1 Scope of Supply:

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)

2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MAHANADI COALFIELDS LIMITED

payable at
SAMBALPUR

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.

2.3 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

MAHANADI COALFIELDS LIMITED

payable at
SAMBALPUR

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.

2.5 Certificates:

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.

2.6 Generic:

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

TPS as per GeM

ROPE LENGTH (M):

- 19.0

Boom:

- 4 Part Boom, 3 Part Hydraulically Powered, 4th Part Power Extended and Manually Pinned For Safety

Safety System:

- Front Mounted Cabin
- Front and Rear Wheel Guards.
- Over Load Audio Warning System
- Rope Compensation for Auto Leveling
- Safety Brakes on Hoist
- Hose Protection Failure Device

Additional Content:

- Over Hoist & Over Load Cut Off
- Hydraulic Oil Pressure Gauge (F) Spark Arrestor Should Be Provided On Exhaust System as Per Approval of PESO
- Rear View Camera with LCD Screen
- Fire Extinguisher
- Front Outriggers with Rectangular Cross Section
- Tilt Indication Inclometers

- Tools Kits
- Safe Load Indicator with Hydraulic Cut Off
- Head & Tail Light Assembly and Reverse Gear Hooter Annunciator /Reflectors
- Tool Kit, Operator's Manual and Parts Catalogue Should Be Provided by the Manufacturer/Vendor.

QAP, Inspection and Testing:

- Manufacturer (OEM Vendor) Shall Furnish All Necessary Information Concerning the Supply to Owner

Conformity to IS: 4573 latest:

- True

Travel Speed:

- Min 25Km/Hr

Lifting capacity (T):

- 20.0

The 20T crane must have 360 degree slew so that it can be used in both the ways as "Pick & Carry Crane" and "RT Crane with 360 degree continuous slew" as an when required."

Technical parameter Sheet

Quoted equipment must be complied these Additional technical specifications:

1.Scope of Supply: The Crane must have complied these specification: 4 wheel Drive, 4 part slotted boom, boom length minimum-16 meters, boom height minimum 19 meters, cap acity- 20T.

2. Engine: Engine power should not be less than 100HP. The Engine shall meet the latest emission norms as recommended by CMVR or any other regulation issued by central/state Government. Self certificate of the Engine Manufacturer to be submitted at the time of pre-dispatch inspection/ supply.

3. Safety Requirements: All safety features & devices as per Govt. Of India Gazette notific ation no. Z 20045/01/2018/S&T (HQ) dated 01.10.2018, DGMS Circular No. DGMS (Tech) Ci rcular No. 06 of 2020 Dhanbad dated 27.02.2020

Drums and Sheaves: The diameters of the drums and sheaves used for hoisting and derri cking shall be in accordance with ISO 8087.

4. Fuel Tank: The fuel tank shall be of sufficient capacity to allow 16 hours operation with out need for re-fuelling and be provided with a level indicator and vandalism protected lo ckable hinged filler cap.

5. Operator's Cab: A fully insulated, *air conditioned*, sound suppressed, fully enclosed, all weather lockable operator's cab with tinted safety glass should have adequate window ar ea to provide full vision in all directions. A rear-view mirror & reflectors, windshield wipe rs and washers, a fully adjustable operator's seat, floor mat and a cooling fan shall be pro vided. Operator cab shall have provision of seating at least one additional person (rigger)

All operating controls, gauges (with color indication for safe and unsafe working), monito ring and working signals shall be conveniently located within easy reach of the operator a nd comply with ISO 7752-1 and ISO 7752-2.

6. Fire Extinguisher: Minimum Two Nos of fire extinguisher shall be provided at strategic point on the crane, suitably mounted in a heavy duty bracket for ease of removal. The ext inguisher shall be dry powder (cartridge type) with a minimum capacity of 5 kg and shall comply with Indian Standard IS: 15683:2006. The materials and chemicals to be used in al l the fire extinguisher to be supplied with equipment must be of a type and make conform ing to DGMS Circular: DGMS (approval) Circular No. 02 Dated 08.07.2013 and complying C lause-5 of DGMS (Tech) Circular No. 06 of 2020 dated 27.02.2020.

SPECIAL TERMS AND CONDITIONS

Hydraulic Mobile Crane 20T

A. GENERAL INFORMATION TO BIDDERS

Geography and Climatic Conditions

Elevation

The natural surface varies from 100 to 1000m above mean sea level. Climate The climate is sub-tropical to tropical, dusty, with a hot and humid atmosphere. Monsoon rain s occur in the period from June to October.

Ambient Condi tions	Relative Humid ity	-Maximum 98%
	Temperature	-Minimum 0° C

Rainfall The mean annual rainfall is 1,000 mm, 90 to 95% of which may fall in rainy season from June to October

Wind April to September - South to South Westerly
October to March - North Westerly

Speed - 8 km per hr average
- 100 km per hr maximum

Under foot Slushy and highly abrasive.

B. TERMS AND CONDITIONS RELATED TO THE TENDERED EQUIPMENT

a. Site Visits

The Bidder prior to making any Bid calculation and as part of the preparation of its Bid, shall be deemed to have visited and inspected the Site(s), made all enquiries and collected all information documentary or otherwise, including climatic conditions, as considered necessary by the Bidder for the proper and accurate preparation of its bid.

b. Technical Response

Bidders shall provide the information in Technical Parameter Sheet downloaded from the tender for compliance with the Purchaser's Technical Specifications as specified in NIT.

c. Scope of Supply

i. Equipment Package

The Supplier is required to bid as per the equipment package detailed in the Tender Document

ii. Supplementary Items

1. 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.
2. First fill of all oils, grease and lubricants needed for test and commissioning of each equipment
3. As regards supply of all filters & 'O' rings for first 3000 working hours, clause IX (b) may be referred.

ii. Information and Drawings

At least one month before the scheduled installation date, the Supplier shall provide:

- (a) One suitably illustrated copy of Operating, Repair and Maintenance Instructions for all the equipment, written in the English language, substantially bound in book form;
- (b) One suitably illustrated copy of detailed Spares Parts Manuals covering all plant, Equipment and accessories substantially bound in book form;

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.

iv. Erection/Assembly, Commissioning and Performance Testing

The Supplier shall provide the Services of Specialist Technicians to supervise the installation/erection/assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied.

The Technicians shall remain at site following commissioning until all necessary personnel are fully conversant with the maintenance and operation of the Equipment.

v. Training

The Supplier shall also be responsible for the provision and delivery content of any suitable training programmes necessary for operation and maintenance of the Equipment.

vi. Goods (Equipment and Machinery)

Detailed specifications of the Equipment to be supplied are given in TPS of this section.

In general, all items shall be new, unused and of the current design (incorporating latest proven features) and not likely to be discontinued or become obsolete in near future designed and constructed to handle without overload and for the working hours stated, the maximum volumes/rates specified; designed to facilitate ready access, cleaning, inspection, maintenance and repair of component parts; designed to facilitate rapid changeover of consumable items.

The component parts of all items shall, wherever possible, be selected from the standard ranges of reputable manufacturers.

The Equipment and accessories shall be physically robust and where necessary capable of dismantling for transportation and ready re-assembly using simple tools. All Equipment items provided shall be designed to be compatible within the proposed overall Scope of Supply.

Electrical Equipment shall provide all protection devices, controls and interfaces for the Equipment to operate safely and efficiently.

All workmanship and materials shall be of first class quality in every respect.

All parts and surfaces which are exposed to corrosive environments shall be suitably protected to prevent any effects of corrosion or erosion.

vii. Standards

Beside conforming to the Standards specified in the Equipment Specification in TPS , the Equipment shall also has to meet approval of all the Statutory Government Authorities having jurisdiction over the Equipment and its use.

The system of units for all measurements shall be the Systeme International d'Unités(S.I.).

viii. Suppliers Responsibility

The Purchaser requires that the Supplier shall accept responsibility for the provision of complete operable and compatible Equipment and systems within the Scope of Supply. This document identifies only the major items required for the installation and the Supplier shall ensure that the total supply includes all necessary Equipment for it to function effectively and safely. Any additional items the Supplier considers necessary to ensure compliance with such a requirement shall be identified and included.

If the Supplier observes that this Specification document contains any anomalies, ambiguities, flaws, errors or omissions, the Supplier shall immediately bring these to the attention of the Purchaser.

The Supplier shall be responsible for the 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 Purchaser's nominated personnel

ix. Spare Parts Provisions

a. Availability of Spare Parts.

All items and Equipment proposed shall be of current design and manufacture. The Supplier shall warrant that sufficient spares and servicing facilities will be available to maintain the Equipment in use throughout its life.

b. Provision of Spare Parts

The supplier shall supply all filters and O rings required for first 3000 hours of operation of each equipment

.Further it is specified that the cost of these items for initial 3000 hours of operation for each equipment shall be included in your quoted basic price of the equipment

c. Emergency Spare Parts

The Bidder shall ensure that Spare Parts required urgently by the Purchaser for repair of breakdown equipment are supplied at overriding priority.

d. Lifetime Spare Parts

1. The Supplier undertakes and guarantees to produce and maintain stocks, to be available for purchase by the Purchaser under separate agreement, of all Spare Parts and Consumables as may be required for maintenance and repair of the Plant throughout its working life. In the event that the Supplier wishes to terminate production of such Spare Parts, the Supplier shall:

- Give not less than six months notice in writing of its intention to terminate production in order to permit the Purchaser reasonable time in which to procure needed requirements; and
- Immediately following termination, provide to the Purchaser at no cost, manufacturing drawings material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere.
- In any event, the Supplier shall not seek to terminate manufacture of spare parts for a period of not less than ten (10) years from Taking-Over.

e. Oils, Lubricants and Fluids

Not less than one (1) month before the scheduled date for Acceptance, the Supplier shall provide to the Purchaser a detailed schedule of all necessary oils, lubricants , fluids and the like for the operation and maintenance of Equipment. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered to be acceptable by the Supplier.

f. General

Nothing in this Clause ix shall relieve the Supplier of any Guarantee, Availability, Performance or other obligations or liabilities under the Contract.

C. Warranty/ Guarantee Clause

a. Composite Warranty / Guarantee

The Bidder shall warrant that the equipment supplied under this contract is :--

a) In accordance with the contract specifications.

b) The equipment shall have no defects arising out of design , material or workmanship & the Complete Equipment shall be warranted for 12 months or 3000 Hrs (which is earlier) from the accepted date of commissioning.

The warranty shall cover for total equipment so that ultimate responsibility lies only with the Equipment Bidder although components may be supplied by different suppliers to the Bidder.

b. Performance Guarantee

i. Introduction

a. The Supplier shall guarantee that the Equipment supplied pursuant to this Contract shall be available for use by the Purchaser and shall meet the performance criteria specifications at the level and in accordance with the terms and conditions of the Availability Guarantee herein contained.

b. Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, the Supplier shall, at its own cost, provide suitably qualified and experienced personnel at Site to demonstrate to the Purchaser's satisfaction that the required level of availability can be achieved and maintained.

c. The Supplier shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria have not been met in any one (1) month.

ii. Guarantee

a. The Supplier shall guarantee that the Equipment supplied pursuant to the Contract shall be available to the Purchaser at the level hereinafter defined to perform to criteria of not less than that defined in the Technical Specifications incorporated in the Contract.

i. **The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability 85%. The method of assessment applied shall be as follows:**

- **Method of Assessment:**

The following calculation shall determine the availability of the Equipment:

Scheduled Available Time shall equate to 24 hours.

Downtime shall mean all hours of work lost due to mechanical, electrical or other failure, including:

b. routine servicing and maintenance in accordance with the manufacturer's published recommendations, including:

changing oils, oil filters and air filters; lubrication; changing identified consumable or wear parts.

c. planned preventative maintenance programmes; It shall not however include:

I. damage due to abusive use or incorrect operation methods by the Purchaser;

II. accidents;

III. strikes or stoppage of work by the Purchaser's personnel;

IV. natural disaster;

V. Lack of Spare Parts not attributable to a failure of the Supplier, its Agents or Representatives. Downtime shall also specifically include all hours lost due to failures determined to be guarantee failures.

The Supplier shall state the number of hours per day required to carry out (c) and (d) above. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability.

The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by:

Providing normal and proper maintenance, including preventative maintenance in accordance with the Supplier's standard/published recommendations, and making all necessary repairs using only genuine manufacturer's spares.

Providing co-operation to all Supplier's authorized representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.

Where appropriate, providing and maintaining such conditions as:

- Proper electrical Supply
- Terrain Area
- Bench preparation
- Reasonable floor conditions

Providing all Suppliers's authorized representatives access at all reasonable times to the machine service and repair facilities.

Maintaining a log-book for each shift wherein the working hours, breakdown times, maintenance hours, idle time, etc. shall be recorded. This record will be available for examination and signature by the Supplier's representative.

d. Effect and Duration of Guarantee

1. 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 Purchaser's Acceptance Certificate.

2. 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.

3. In the event that the Equipment fails to achieve the Availability herein provided during this twelve (12) month period, the Supplier shall be liable to pay to the Purchaser, as Penalty, a sum equal to, as indicated hereunder for each equipment :-

a) **1% of the delivered price of the equipment for every percentage reduction from the Guaranteed Availability for the first 5%**

b) **10% of the delivered price of the equipment for reduction beyond 5% from the Guaranteed Availability .**

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 .

4. 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 spare 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).

e. Performance Guarantee

In accordance with the provisions of clauses b. ii. b and b.e.2 of the Special Terms and Conditions, the Supplier shall guarantee that the availability of the equipment shall be not less than 85% (Eighty five per cent) for a period of 12 months from the

accepted date of commissioning.

D. 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 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 purposes of undertaking independent tests which independent tests shall be at the expense of the Purchaser.

E. Information to Be Provided By the L1 Bidder:

The Supplier shall furnish the following information. All technical information shall be in SI units.

E.1 General

- a) Number of similar model supplied during the last five years.
- b) Details of nearest Depot/Warehouse and Service Facility available for the present offer, in the format.
- c) Details of special tools to be provided with the equipment.
- d) Details of erection program for the bid.

E.2 Technical Details

- a) Latest engine performance curves showing net power, net torque and specific fuel consumption of the installed engine, measured according to ISO 9249 or equivalent standard.
- b) Details of filters & O-rings of all system offered with the offer for 3000 hrs of operation indicating part no, description, quantity per change, frequency of change & Total Quantity.
- c) Technical characteristics and acceptance documents in accordance with ISO 7363.
- d) Lifting capacity range diagrams and tables
- e) Detailed technical descriptions of the crane.
- f) Layout drawings and detailed technical descriptions of hydraulic systems and components.
- g) Details of major bought-out assemblies and sub-assemblies including manufacturer address, type, model etc.
- h) Detailed technical descriptions of the wire ropes.
- i) Comprehensive commercial literature specifications
- j) Details of Fire extinguisher system, its make, type, IS and confirmation of approval of DGMS.

E.3 Dimensions, Weights and Performance Details.

E.3.1 Dimensions

- a) Maximum overall length
- b) Maximum overall width
- c) Maximum overall height
- d) Ground clearance

E.3.2 Weight Distribution:

- a) Front axle
- b) Rear axle
- c) Total

E.3.3 Lifting capacity (On wheels)

- a) Pick and carry capacity at 4 km/h:
at 1.5 m ~ 1.7 m radius
at 4 m radius
at 5 m radius
- b) Clear outreach with 50° articulation
- c) Lift of rated load at minimum radius in meters (Below / Above ground level)

E.3.4 Operational timing (no load at rated engine rpm)

- a) Steering (lock to lock)
- b) Boom Raising
- c) Boom Lowering

E.3.5 Engine

- a. Manufacturer and model
- b. Number of cylinders
- c. Bore & Stroke
- d. Displacement
- e. Aspiration
- f. Air filter type
- g. ISO net power atr / min
- h. Maximum gross torque atr / min

E.3.6 Clutch

- a) Make
- b) Type
- c) Number of clutch plates (Reaction & Friction)

E.3.7 Transmission

- a) Type & make
- b) Model, if any
- c) No. of Gear Speeds -Forward / Reverse
- d) Travel Speeds - Forward / Reverse

E.3.8 Steering

- a) Type
- b) Type of control
- c) Articulation Angle on either side
- d) Emergency steer method

Turning circle: i. All wheel steer, wherever applicable
ii. Front wheel steer

- Clearance circle: i. All wheel steer, wherever applicable
ii. Front wheel steer

E.3.9 Brakes

Service brakes

- a) Type
- b) Actuating system

Parking brake

- a) Type
- b) Actuating system

Emergency brakes

- a) Type
- b) Actuating system

E.3.11 Tyres

- a. Size & Type
- b. Tread (TRA code)
- c. Ply / Star Rating, whichever applicable
- d. Rim Size

E.3.12 Hydraulic System:

- a) Number, flow rates and operating pressures of pumps
- b) Number, piston diameters and stroke lengths of cylinders
- c) Relief valve operating pressures
- d) Oil quantity in system and tank
- e) Filtration system type & rating

E.3.13 Boom

- a) Basic length
- b) Fully retracted length
- c) Intermediate position length
- d) Fully extended length

E.3.15 Rope

- i. Make
- ii. Size & Length
- iii Complete Technical Specification

E.3.16 Electrical System

- a) Starter make and model.
- b) Starter control make and model.
- c) Alternator make and model.
- d) Batteries - numbers and rating.
- e) Lighting details (Location, Type, Number & rating).

E.3.17 Safety features: Details of safety features/ system provided on the offered model of crane for its safe operation.

E.3.18 General

- a) Details, number and location of fire extinguisher.
- b) Make Model and Operating range of all gauges/ indicators.

Additional Terms & Conditions Commercial

1. Performance Bank Guarantee

a. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract (including all taxes, duties and other costs and charges).

b. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper. (Format is given below at Annexure C)

c. The PBG (s) shall remain valid till 3 months after the completion of warranty period (Indicated above).

d. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment(s).

e. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of warranty period if no claim is pending, with the approval of the concerned HOD (MM)/Area GM.

f. The PBG will be submitted through Structured Financial Management System (SFMS).

g. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

h. GST (If any applicable) on Performance Guarantee forfeiture and will be extra and recovered from suppliers/bidders.

i. PBG is to be submitted as per the Annexure-A, along with SFMS confirmation.

j. Procedure for submitting Bank Guarantee through SFMS:

- i. The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
- ii. MCL has chosen State Bank of India and ICICI Bank to act advising/beneficiary bank of MCL. The bank issuing the guarantee can chose either of these banks to send confirmation through SFMS.
- iii. The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

a)State Bank of India as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	MCL HQ Sambalpur
		iii.	Name of Bank	State Bank of India
		iv.	Bank Account No.	010659453016
		v.	Department	MM Department, MCL HQ
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	State Bank of India
		ii.	Bank Branch Name	MCL Complex Burla
		iii.	Branch Code	07749
		iv.	Beneficiary Bank Branch IFSC	SBIN0007749
		v.	Beneficiary Bank Address	MCL Complex, Jagriti Vihar, Burla , Sambalpur-768020

b)ICICI Bank as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	MCL HQ Sambalpur
		iii.	Name of Bank	ICICI Bank
		iv.	Bank Account No.	019405003862
		v.	Department	MM, HQ
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank
		ii.	Bank Branch Name	Sambalpur
		iii.	Branch Code	0194
		iv.	Beneficiary Bank Branch IFSC	ICIC0000194
		v.	Beneficiary Bank Address	Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur - 768004
The applicant's bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.				
SFMS Field No.		Details		
7035		IFSC Code: ICIC0000194		
7036		ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862		
7037		MCL224951		

BG Applicant is to specifically ask BG issuing bank to mention the code 'MCL224951' in field no 7037 of IFN760COV/IFN767COV so as to enable the email IDs tagged with the account to receive advised BG over emails.

iv. The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

v. The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, MCL Complex Burla (IFSC-SBIN0007749) or ICICI Bank, Ainthapalli, Sambalpur (IFSC-ICIC0000194), as the case may be, to aid in the process of confirmation of Bank Guarantee.

vi. The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to Finance HQ through e-mail (i.e. email ids gm-fin.mcl@coalindia.in & user3-fin-cash.mcl@nic.in) and provide print out of the said message from advising bank with seal and signature, to the Finance Dept. of HQ.

vii. The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post /Registered Post (AD).

2. Security Deposit

- 2.1 The successful tenderers will have to submit Security Deposit for the 3% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit in the form of e-PBG.
- 2.2 The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts /rate/running contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 2.3 All Central/State Government organization/PSUs shall be exempted from submission of Security Deposit.

3. INSPECTION:

3.1 Pre-dispatch Inspection: Pre-dispatch inspection at any stage before dispatch of Equipment at your premises shall be carried out by Authorized representative of General Manager (Excv)/HOD, MCL. In case the materials are rejected on first inspection, all charges, boarding, lodging, TA, inspection fee etc. for subsequent inspection shall be borne by you.

3.2 Final Inspection: Final inspection of Equipment/Spares & Consumables shall be carried out at the consignee's end before acceptance of materials by SO (Excv) of the concerned area. MCL shall at its discretion have the right to test the supplied materials in any Government testing laboratory. The sample of materials used for testing shall be on your account. If the test shows that the materials are conforming to the specification, the supplied materials shall be accepted and the testing charges shall be borne by the department. However, if the test shows that the materials are not conforming to the specifications, the supplied materials shall not be accepted and the testing charges shall be borne by you and the materials shall be removed and replaced by you within a reasonable time.

4. PAYMENT TERM:

4.1 Payment of Equipment in Indian Rupees:

i. 80% value of the equipment and 100% taxes and duties and other charges excluding erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission of Performance Bank Guarantee valid till 3 months after the completion of warranty period from the date of commissioning of all the equipment covered in the contract.

ii. Balance 20% payment including erection & commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt MCL HQ and confirmation of receipt of DRR by the paying authority.

5. AMRCD: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) /Port Trusts inter se and also between CPSEs and Govt. Departments/ Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 Dtd. 22.05.2018.

6. DELIVERY: For Equipment: For item sl no 01[NCD] To supply machine within 03(Three) months from the date of receipt of Supply Order on FOR destination basis as details mentioned in the GeM bid document delivery days column against each items respectively.

However, early supply shall be appreciated.

Annexure-A

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Reference : CIL/Subsidiary Co. _____ Tender No. ____ _

Date _____ for supply of _____ _

1. Name and Address of the Firm

2. (a) Telephone No. office/factory/works
(b) E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and descriptive pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Process flow charts for the whole manufacturing process of the tendered item.
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
 - (a) Normal
 - (b) Maximum
10. Details of Quality Assurance Plan and Quality Control infrastructure such as laboratories etc.
11. (a) Details of technical supervisory staff in-charge of production and quality control.
 - (b) Skilled labour employed.
 - (c) Unskilled labour employed
 - (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NB: Details against Sl. Nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

ANNEXURE-B

MANUFACTURER'S AUTHORIZATION FORM

M/s Mahanadi Coalfields Limited

At/P.O. Jagruti Vihar, Burla,

Dist. Sambalpur - 768020; Odisha. (India)

Dear Sir

Sub: GeM Bid No.:

WHEREAS we, [name of manufacturer] who are established and reputable manufacturers of [name and/or description of goods] having factories at [address(es) of factory(ies)] and as a matter of corporate policy do not quote directly to any organisation in India as a matter of our corporate policy (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints) .

Do hereby authorize our [Name & Address of Indian Agent] to submit a bid and sign the Contract with you on our behalf against the above Tender.

We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty, Special terms & Conditions of GeM Bid , Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.

In the event of failure on the part of Indian Agent/Dealer/Distributor/Indian office or Indian subsidiary (as applicable) in fulfillment of contractual obligations or change in Indian agency or closure of Indian agency for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support MCL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent.

It is also certified that no agent/ middleman/ liasoning agent or any entity in any name other than the above disclosed authorized Indian agent is involved in the process of procurement of goods and services. And if subsequently at any stage, it is found that we have given a false certificate, we shall be liable for penal action as per provisions of CIL Purchase Manual

We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named “-----” for a period of -----
----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned).

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers]

Annexure-C

Performance Bank Guarantee Format

..... (name & address of the Purchaser

..... Company)

Re: Bank Guarantee in respect of Agreement / contract / Purchase Order no. dated Day of 20 between M/s. Mahanadi Coalfields Limited (Name of Purchaser Company) and (Name of Supplier Company)

Messers a Company / Firm having its office at No. (hereinafter called the Contractor) has entered into an agreement / contract / Purchase Order no. dated (hereinafter called 'the said agreement') with M/s. Mahanadi Coalfields Limited (hereinafter called 'the Company') to supply stores/materials amounting to Rs on the terms and conditions contained in the said agreement.

The..... (Name of the Bank) having its Office at has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (Herein after called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs or any portion or any portion thereof without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs or such lesser amount out of the said sum of Rs as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the duties of the Company in respect of the said sum of Rs are fully satisfied and the company certifies that the agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs only. The guarantee shall remain in force till the day of and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and for the claim period from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and (Name of the person) who has signed it on behalf of the Bank has authority to do so.

Dated this Day of 2021.

Place

Signature of the authorized person

For and on behalf of the Bank

2.8 Buyer Added Bid Specific ATC:

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.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।