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Dt-13/08/18



## Contract

Contract No:GEMC-511687782005148

Generated Date:13-Aug-2018

## Organisation Details

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

## Buyer Details

GEM Unique ID: GEM/2018/asnagarkar@westerncoal.gov.in  
 Name: Ashish Nagarkar  
 Designation: Dy. Manager  
 Contact No.: 9823176663  
 Email ID: asnagarkar@westerncoal.gov.in  
 GSTIN: 27AAACW1578L1ZW  
 Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

## Financial Approval Detail

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

## Seller Details

GEM Unique ID: GEM/2018/sandipan.sharma@tatamotors.com  
 Company Name: TATA MOTORS LIMITED  
 Contact No.: 9810391629  
 Email ID: sandipan.sharma@tatamotors.com  
 Address: Tata Motors Ltd. -Telco Road, Pimpri, Near KSB Chowk, Pune, PUNE CITY, ---, -

## Product Details

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Tata SE 1613 9kl water tanker without pump, 4x2, bsiv	water truck cabin truck with water tank	SE1613 9kl water tanker without pump, 4x2, bsiv	2	NOS	3,163,700
Total Order Value (in INR)						3,163,700

## Consignee Detail

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	SHAIK SHAHID HUSSAIN 8275970721 shshaik@westerncoal.gov.in Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur (M.S.) Pin 441 109, NAGPUR RURAL, MAHARASHTRA-441109, India	Tata SE 1613 9kl water tanker without pump, 4x2, bsiv	1	11-Nov-2018
2	Lakshminarayana Magaraju 9850825729 laxminarayan@westerncoal.gov.in Regional Stores, WCL Ballarpur Area PO Sasti Distt Chandrapur (M.S.) Pin 442 706, CHANDRAPUR, MAHARASHTRA-442706, India	Tata SE 1613 9kl water tanker without pump, 4x2, bsiv	1	11-Nov-2018

## Product Specification for Tata SE 1613 9kl water tanker without pump, 4x2, bsiv

Specification	Sub-Spec	Value
	Engine Capacity (cc)	5675.0
	Water Tanker Capacity (Litres)	9000.0
	Make of Chassis	Semi Forward Control 4x2 Chassis
	Chassis Model No.	TATA SE1613/42 4X2 BSIV

Generic Parameters	Category of Vehicle for which Chassis to be used	Heavy Capacity Commercial Vehicles
	Body Style	Mild Steel Water Tanker With 9KL Capacity
	Body Options	Fixed Side Deck
	Type of Fuel	Diesel
	Vehicle Emission Compliance	bs iv
	Vehicle Mileage (declared by OEM as certified by Test Agency under Rule 115of CMVR 1989)(Km/Ltr)	4.4
	Speed, Max (Km/Hr)	80.0
	Engine Power BHP@rpm (BHP@rpm)	134 BHP @ 2200-2400 Rpm BHP@rpm
	Engine Torque Max.@ rpm (N-M@rpm)	490 Nm @ 1400-1600 Rpm N-M@rpm
	Engine Aspiration	Turbocharged Intercooled
	No of Cylinder in Engine(Nos)	6.0
	Fuel Tank Capacity (Litres)	225.0
	Gradeability of Chassis(%)	26.0
	Ground Clearance (mm)	239.0
	Wheel Base (mm)	4225.0
	Kerb Weight (Kg)	4900.0
	Gross Vehicle Weight (Kg)	16200.0
	No of Axle (Nos)	2.0
	BIS marked Pneumatic Tyres and tubes for both front and rear	Yes
	Chassis Transmission System	Manual
	No. of Speed/ Forward Gears	6.0
	Type of Steering	Power
	Turning Radius (mm)	8400.0
	Speed Governors with valid certification	true
	Gross weight of Water Tanker (Kg)	6000.0
Transportation Charge in Rupees Per Km (Rs/Km)	16.2	
Certification	Vehicle Certification ARAI/VRDE/ICAT No.	AAIN 0131
	Standard automobile paint to the exterior body as per CMVR Rules for Water Tanker.	Yes
Performance Parameters	Standard Sparewheel and Tool Kit	Yes
	Net water carrying capacity (Litres)	9000.0
	Total capacity of water tank (Litres)	9000.0
	Battery Warranty (Months)	12.0
	Warranty Time (Month)	12.0
	Warranty Distance (Unlimited during warranty period)(Km)	Yes
	No. Of Free Service	3.0
	Length of Chassis (mm)	6970.0
	Width of Chassis (mm)	2434.0
	Height of Chassis (mm)	2550.0
	Axle Configuration( Number of Outside Tyre x Number of Driving Tyre)	4X2
		Heavy Duty Forged I Beam, Reverse Elliot Type & Semi

Constructional Parameters	Type of Front Axle and Suspension System	Elliptical Leaf Spring
	Type of Rear Axle and Suspension System	Single Reduction Heavy Duty, Hypoid Gear, Fully Floating Axle Shaft & Semi-Elliptical Leaf Spring
	Size Of Front Tyres	10.00 X 20 -16 PR
	Size Of Rear Tyres	10.00 X 20 -16 PR
	Size of Wheel	20.0
	ABS Fitted	true
	Front Vehicle Brake	Full Air S-Cam Brake
	Rear Vehicle Brake	Full Air S-Cam Brake
	Type of Clutch	Single Plate Dry Friction Type
	Side View Mirror	true
	Low Fuel warning Light	true
	Fog Lights	false
	Constructional Details of Cabin truck with water Tank : Seating Capacity (in the cabin)	D + 1
	Seating Capacity layout with dimensions	Yes
	Nominal Thickness of M.S.Plate used for fabrication of water tank to IS:1730 latest and IS :2062 latest for E-250BR steel grade. (mm)	3.15
	Size of channel used for frame for mounting on chassis.	Depth:223 Mm (Max), Width: 60 Mm Thickness: 7 Mm
	Dimensions (L X W X H)(mm)	3875 X 2235 X 1420
	Relavent surface treatment /paint details for inner surface ensuring the potability of water as per IS	false
	Hat type tube diameter/or other frame for body of main structure welded with/ for Monocoque	NA for factory built cabins
	Hat type tube diameter/or other frame( thickness of 1 (dot )6mm(min) for side and roof of main structure welded with/ for Monocoque	NA for factory built cabins
	Base Frame Structure ISMC to be fastened with chassis with U Bolts/ for Monocoque (mm)	ISMC
	Exterior Panel thickness of side body and roof / for Monocoque	Steel sheet of thickness 1 mm (min.)
	Interior Panel thickness of side body and roof/ for Monocoque	gi sheet of thickness 0 8 mm min
	Flooring Made Out from ISI Marked 12 mm thick BWR grade plywood covered with vinyl/Aluminium sheet	NA for factory built cabins
	Seating Plan:- Co- driver seat suitable for One/ two persons (tilt able type/fixed type)	Yes
	Doors:- Flap type door with fixed toughened glass & locking mechanism manually operated window for Driver, Co-driver Compartment	Yes
	Glasses:- Front wind screen, rear glass in two pieces (toughened type glass as per ARAI approved) Window with lock cum handle	Yes
	Top portion of fixed glass window & bottom portion in two halves in sliding pattern	false
	Front Bumper Hook	Yes
	Rear Hook	Yes
	Fire Extinguisher	Yes

## Terms and Conditions

### 1. Special terms and conditions

1.1 Following Special Terms and Conditions (STC) would supersede the General Terms and Conditions (GTC) in respect of items under these categories as notified in the respective product category specifications

#### 1.1.1 SELLER

1.1.1.1 Net Dealer Price (NDP), Discount on NDP and Total Price inclusive of Mark-up and all taxes will be indicated by Seller while offering these products on GeM. The mark up will not be applicable for Defence Buyer for vehicles exclusively offered for Defence buyer. The vehicle for Defence Buyer will be quoted separately with suffix Defence against each model.

1.1.1.2 The Buyer must arrange for and provide Road Permit/s as necessary for entry of goods into the State where the consignee is located. The Buyer / Consignee should also provide the Seller with necessary Octroi Exemption Certificate immediately after issue of Contract to avoid payment of Town Duty / Octroi, Road Toll Tax, Entry Tax and / or any other Local Taxes and Duties such as Octroi / Sales Tax if paid by the Seller will be reimbursed by the paying authority against production of relevant payment receipt/s.

1.1.1.3 The freight charges will be extra and shall be calculated by seller at the time of invoicing by multiplying distance with freight per KM indicated in contract specification.

1.1.1.4 Sellers must give below mentioned minimum discount on the prevailing MRP while offering their products on GeM

Tractors - 20%

Ambulances - 12%

Buses - 20%

Automotive Chassis Fitted with Engine - 15%

Built up Trucks - 15%

Prison Van Police Vehicles - 15%

Troop Carrier Police Vehicles - 15%

Water Truck Cabin Truck with Water Tank - 15%

Cars - 12%

Utility Vehicles - 12%

Electric Cars - 12%

Motor cycles - 12%

1.1.1.5 Delivery Period shall be 90 days. Delivery period for Built-up Vehicles like Troop Carriers, Water Tankers and Buses shall be 120 days considering extra time involved in fabrication.

1.1.1.6 OEMs shall ensure that the prices offered on GeM by them for a particular model is the lowest and no supply shall be made to any Buyer, Government or Private, at a price lower or equal to that of GeM. In case of violation of this, GeM administration will review for removal of the model from GeM including other action as stipulated in General Terms and Conditions of GeM.

1.1.1.7 All manufacturers of Automobiles having ARAI,VRDE, ICAT etc of offered model may upload their vehicles on GeM as per above guidelines. These guidelines are applicable only on GeM and Government Buyers shall utilize the portal for making on-line purchases through GeM.

#### 1.1.2 BUYER

1.1.2.1 The total price inclusive of all does not include freight charge and, therefore, it shall be extra and to be calculated on freight per KM indicated in Contract Specifications.

1.1.2.2 The Contract will indicate the total amount inclusive of all taxes only without freight charges. Therefore, while blocking the amount 5% additional amount will be blocked over and above the total price inclusive of all taxes to cover the fund requirement for freight charges on approximate basis.

1.1.2.3 After supply of vehicles, the Seller while submitting the invoice will indicate the freight amount at actual or calculate as mentioned above on per KM basis whichever is lower and the same should be verified by the Buyer, before payment.

1.1.2.4 Defence Buyer will select the vehicle offered with suffix Defence for placing their Contract. The total price for Defence Buyer for a particular model does not include mark-up.

1.1.2.5 No Buyer other than Defence Buyer will select vehicle with suffix Defence. In case Buyer does so, the responsibility for non-supply of vehicle rest with Buyer.

1.1.2.6 No Government Buyer Central/State/PSU/Autonomous body/Academic Institute/Local Bodies etc. shall place any order at GeM prices outside GeM. Buyers shall note that prices on GeM are only applicable, if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Such action will violate the basic principles of transparency and accountability enshrined in GeM. If done outside GeM the laid down procedure for tendering should be followed.

1.1.2.7 For any bulk purchases, a comparison of rates and discounts may be made for similar vehicles and bidding may be considered as the preferred option.

1.1.2.8 Ceiling of direct buying for PAC as mentioned in GTC will not be applicable for Vehicles under above mentioned categories as in these categories, only those models are up loaded on GeM for which manufactures agreed to accept discount on MRP negotiated time to time as mentioned above against each type of Vehicle. As such, Buyer may go for Direct Purchase even beyond Rs. 50,000/- for Vehicles under these categories. However, if Buyer decides to go for bidding for these products on account of large quantity or for any other reason, the manufactures of the vehicles are exempted from submission of Earnest Money Deposit and Performance Security.

## 2. General terms and conditions

2.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General

Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**2.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**2.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**2.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**2.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**2.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

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

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

**2.9 Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

**2.10 Financial Certificate:**

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

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

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

**3. Additional Terms and conditions**

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

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