

S.O. No. 11000813819040 dtd. 6/6/19

Contract		Contract No: GEMC-51168778817902																															
		Generated Date:06-Jun-2019																															
		Bid/RA No:GEM/2019/B/199853																															
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 Name: Ashish Nagarkar Designation: Dy. Manager Contact No.: - Email ID: asnagarkar@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India																															
Financial Approval Detail IFD Occurrence : No Designation of Administrative Approval : Director (Technical)Projects and Planning Designation of Financial Approval : GM(Fin)/I/-I																																	
Seller Details Company Name: TATA MOTORS LIMITED Email ID: sandipan.sharma@tata motors.com Address: 24, HOMI MODY STREET, Mumbai, MAHARASHTRA-400001, -																																	
Product Details <table border="1"> <thead> <tr> <th>#</th> <th>Item Description</th> <th>Category Name</th> <th>Model</th> <th>Ordered Quantity</th> <th>Unit</th> <th>Price (Inclusive of all Duties and Taxes in INR)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TATA 8.5 CuM Tipper on SK 1613 BSIV</td> <td>built up trucks</td> <td>TATA 8.5 CuM Tipper on SK 1613 BSIV</td> <td>2</td> <td>pieces</td> <td>3,649,800</td> </tr> <tr> <td colspan="6">Total Order Value (in INR)</td> <td>3,649,800</td> </tr> </tbody> </table>				#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)	1	TATA 8.5 CuM Tipper on SK 1613 BSIV	built up trucks	TATA 8.5 CuM Tipper on SK 1613 BSIV	2	pieces	3,649,800	Total Order Value (in INR)						3,649,800									
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Generic Parameters	Engine BHP @rpm (hp@rpm)	134 HP @ 2400 RPM	
	Engine Torque Max@rpm (Engine Torque Max@rpm)	490 Nm @ 1400-1800 RPM	
	Top Speed (Kmph)	60	
	Braking Distance (m)	29.11	
	Gradeability of Vehicle (%)	26	
	Engine Aspiration System	Turbocharged Intercooled	
	Fuel Tank Capacity (Ltrs)	160	
	Load Body Type	8.5 cum Tipper	
	Trailer Type	NA	
	Ground Clearance (mm)	239	
	Floor Area (sq. mm)	8.32	
	Wheel Base (mm)	3625	
	Kerb Weight (Kg)	6945	
	Gross Vehicle Weight (Kg)	16200	
	Type of Vehicle Tyre	Tube	
	Vehicle Transmission System	Manual	
	Drive Axle	Rear	
		No of Axle (Nos)	2
		Axle Configuration (No of Outside Tyre x No of Driving Tyre)	4x2
Type of Front Axle and Suspension System		Semi-Elliptical Leaf Springs with Hydraulic Double Acting Telescopic Type Shock Absorber	
Type of Rear Axle and Suspension System		Semi-Elliptical leaf spring	
No. of Speed/ Forward Gears		6	
Type of Steering		Power Operated	
Turning Radius (mm)		7400	
Type of Clutch		Dry single plate	
Type of Front Brakes		Full Air S- Cam Brake	
Type of Rear Brakes		Full Air S- Cam Brake	
Constructional Parameters	Type of Cabin	Fully Built Tipper with Semi Forward Control Cab	
	Overall Length (mm)	6295	
	Overall Width (mm)	2471	
	Overall Height (Cabin) (mm)	2550	
	Type and Location of Shock Absorbers	Hydraulic double acting telescopic type at Front	
	No of Front Tyre (Nos)	2	
	No of Rear Tyre (Nos)	4	
	Size Of BIS marked Front Tyre with Ply Rating	10.00 x 20 -16 PR	
Size of BIS marked Rear Tyre with Ply Rating	10.00 x 20 -16 PR		
Performance Parameters	Vehicle Mileage (declared by OEM as certified by Test Agency under Rule 115of CMVR 1989) (Km/Ltr)	5.98	
	Warranty Distance (Km)unlimited during warranty period	100000	
	Warranty Time (Months)	12	
	Transportation Charge in Rupees Per Km (Rs/Km)	18	

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.

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) : Only supply of Goods

3.2 Purchase preference will be given to MSME and Startup (Local supplier) : (if L-1 is not from selected category and 4 / 5 Seller (s) from selected category has/have quoted price within L-1 + percentage of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and award contract for percentage of total value as defined/ decided in relevant policy) Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category (Preference to MSME - 15%)

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