

S.O.No:-11000813918030



## Contract

Contract No:GEMC-511687783792140

Generated Date:27-Jun-2018

## Organisation Details

Type: Central PSU  
 Ministry: Ministry of Coal  
 Department: NA  
 Organisation Name: N/A  
 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-l

## Seller Details

GEM Unique ID: GEM/2018/bhat.nagraj@mahindra.com  
 Company Name: MAHINDRA AND MAHINDRA LIMITED  
 Contact No.: 9840620345  
 Email ID: chopra.vineet@mahindra.com  
 Address: Mahindra and Mahindra, Mahindra Nagar,  
 MEDAK, ---, -

## Product Details

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes except freight charges in INR)
1	SCORPIO S5 2WD 120BHP	Utility Vehicles	SCORPIO S5 2WD 120BHP	1	NOS	981,829
Total Order Value (in INR)						981,829

## Consignee Detail

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Sanjay Kumar Sr Manager 9422506532 sanjaykumar292@westerncoal.gov.in 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India	SCORPIO S5 2WD 120BHP	1	25-Sep-2018

## Product Specification for SCORPIO S5 2WD 120BHP

Specification	Sub-Spec	Value
	Vehicle Engine Capacity (cc)	2179.0
	Type of Fuel	Diesel
	Vehicle Emission Compliance	BS-IV
	Vehicle Colour type	Both solid and metallic
	Colour of the vehicle	WHITE
	Vehicle Mileage ( declared by OEM as certified by Test Agency under Rule 115of CMVR 1989) (in KM/Litre)	15.0
	Engine Gradeability (Degree)	15.0
	Air Conditioning	With
	Engine BHP@rpm	120bhp@4000rpm

Generic Parameters	Engine Torque (Max.)@rpm (N-m@rpm)	280 Nm @ 1800 - 2800 rpm
	Number of Cylinders in Engine	4.0
	Type Of Vehicle Body	Chassis Frame
	Seating Capacity	7.0
	Fuel Tank Capacity (Ltrs)	60.0
	Ground Clearance (mm)	165.0
	Wheel Base	2680.0
	Boot Space (Ltrs)	460.0
	Kerb Weight	1780.0
	Gross Vehicle Weight	2510.0
	Type of Vehicle Tyre	Tubeless
	Size Of Tyre	235/65 R17
	Vehicle Transmission System	Manual
	No. of Speed/ Forward Gears	5.0
	Type of Wheel drive	Two Wheel Drive( Rear Wheel)
	Drive Axle	Rear
	Type of Steering	Power
	Turning Radius (mm)	5400.0
	Vehicle Brake ABS Fitted	true
	Front Vehicle Brake	Disc Brake
	Rear Vehicle Brake	Drum Brake
	Vehicle Air Intake System	TurboCharged
	Driver Airbag	yes
Battery Make	Multiple OEMs	
Vehicle Gradeability (in Degrees)	15.0	
Certification	Vehicle Certification ARAI/VRDE/ICAT Number	CAMN 0197
Performance Parameters	Warranty Time	24.0
	Battery Warranty	12.0
	Warranty Distance (unlimited during warranty period)	No
	Warranty Distance(in KM) (If not unlimited during warranty period)	75000
	No of Free Services .	3.0
	Low Fuel warning Light	true
	Transportation Charges including transient insurance and temporary registration(in Rs)	10.5
Constructional Parameters	No.of Doors (Nos.)	5.0
	Length of Vehicle Body	4456.0
	Width of Vehicle Body	1820.0
	Height of Vehicle Body	1995.0
	Type of Wheel	Simple
	Size of Wheel	17.0
	Central Locking	false

Co -Driver Airbag	true
Side Airbag Rear	false
Rear seatbelt	true
Leather Seats	false
Day & Night View Mirror	With

## 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.

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