

Contract

Contract No: GEMC-511687756776526

Generated Date:14-Dec-2020

Bid/RA/PR No:GEM/2020/B/879101

Organisation Details

Type: State Government

Ministry: -

Department: Technical Education Department Himachal Pradesh

Organisation Name: N/A

Office Zone: DEPARTMENT OF TECHNICAL EDUCATION

Buyer Details

Name: Rajesh Kumar Designation:INSTRUCTOR1

Contact

01975-262766-

No.:

Email ID: rajesh.kmr18@gov.in GSTIN: 02AAAAI9194C1D6

02AAAAI9194C1D6

Principal, Government ITI Bangana village Dumkhar post office

Address: and tehsil Bangana district Una,

UNA, HIMACHAL PRADESH-174307, India

Financial Approval Detail

IFD Concurrence: No

Designation of Administrative Approval: Governing Council of IMC ITI Bangana

Designation of Financial Approval: Governing Council of IMC ITI Bangana

Paying Authority Details

Name: Kapil Thakur Designation:kapil thakur

Email ID: kapil.thakur@gov.in

GSTIN:

Principal, Government ITI Bangana village Dumkhar post office

Address: and tehsil Bangana district Una,

Una, HIMACHAL PRADESH-174307, India

Seller Details

Company Name: MAHINDRA AND MAHINDRA LIMITED

Contact No.: 08879215525

Email ID: kumar.pritesh@mahindra.com

Address: Automotive Sector,AD Building, 3rd Floor,Akurli Road,Kandivali East,

Mumbai, MAHARASHTRA-400101, -

MSME verified: No

GSTIN: 27AAACM3025E1ZZ

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

Product Details

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Freight Charges(%)	Price (Inclusive of all Duties and Taxes in INR)
1	M&M Utility Vehicles Diesel 60 liter	Utility Vehicles	MAHINDRA SCORPIO S9 140HP BSVI	87033299	1	pieces	0%	1,290,102
To	Total Order Value excluding Freight Charges (in INR)						1,290,102	

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Name: Rajesh Kumar Designation: - Email ID: rajesh.kmr18@gov.in Contact: 01975-262766- GSTIN: 02AAAAI9194C1D6 Address: Principal, Government ITI Bangana village Dumkhar post office and tehsil Bangana district Una, UNA, HIMACHAL PRADESH-174307, India	M&M Utility Vehicles Diesel 60 liter	-	1	14-Dec-2020	14-Mar-2021

Product Specification for M&M Utility Vehicles Diesel 60 liter

Specification	Sub-Spec	Value
	Vehicle Engine Capacity (cc)	2179

	Type of Fuel	Diesel
	Vehicle Emission Complaince	BS-VI
	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)	14.44
	Engine Gradeability (Degree)	15
	Air Conditioning	With
	Engine BHP@rpm	140HP@3750RPM
	Engine Torque (Max.)@rpm (N-m@rpm)	320NM@1500-2800RPM
	Number of Cylinders in Engine	4
	Type Of Vehicle Body	Chassis Frame
	Seating Capacity	7
	Fuel Tank Capacity (Ltrs)	60
	Ground Clearance (mm)	165
	Wheel Base	2680
0	Boot Space (Ltrs)	0
Generic Parameters	Kerb Weight	1845
	Gross Vehicle Weight	2530
	Type of Vehicle Tyre	Tubeless
	Size Of Tyre	235/65 R17
	Vehicle Transmission System	Manual
	No. of Speed/ Forward Gears	6
	Type of Wheel drive	Two Wheel Drive(Rear Wheel)
	Drive Axle	Rear
	Type of Steering	Power
	Turning Radius (mm)	5650
	Vehicle Brake ABS Fitted	Yes
	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
Certification	Vehicle Certification ARAI/VRDE/ICAT Number	CAPN 0018
	Warranty Time	36
	Battery Warranty	12
	Warranty Distance (unlimited during warranty period)	No
Performance Parameters	Warranty Distance(in KM) (If not unlimited during warranty period)	100000
	No of Free Services	3

	Low Fuel warning Light	Yes
	Transportation Charges including transient insurance and temporary registration(in Rs)	10.5
	No.of Doors (Nos.)	5
	Length of Vehicle Body	4456
	Width of Vehicle Body	1820
	Height of Vehicle Body	1995
	Type of Wheel	Simple
Constructional	Size of Wheel	17
Parameters	Central Locking	Yes
	Co -Driver Airbag	Yes
	Side Airbag Rear	No
	Rear seatbelt	No
	Leather Seats	No
	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.
- 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 Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Govt. ITI Bangana Vil Dhumkhar PO & Tehsil Bangana Distt. Una H.P 174307.
- 3.2 Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 3.3 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 %.
- 3.4 Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 3.5 End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- 3.6 Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
- 3.7 Installation, Commissioning, Testing, Configuration, Training (if any which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
- **3.8 Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 3.9 Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods
- 3.10 Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 3.11 OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
- 3.12 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.
- 3.13 Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- 3.14 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 3.15 Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 3.16 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.
- 3.17 Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
- 3.18 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 10 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-imberse the cost of such service / rectification to the Buyer.
- 3.19 Warranty period of the supplied products shall be 5 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
- **3.20 NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

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