

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687713332508

अनुबंध तिथि | Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4265696](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : State Local Bodies मंत्रालय   Ministry : - विभाग   Department : Urban Development Department संगठन का नाम   Organisation Name : Municipal Council कार्यालय क्षेत्र   Office Zone : SANGLI MIRAJ KUPWAD CITY CORPORATION	पद   Designation : Asst Commissioner संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buyer1.smkc.sli@gembuyer.in जीएसटीआईएन   GSTIN : 27AAALS0118D1ZG पता   Address : SMKC RAJWADA CHOWK SANGLI, SANGLI, MAHARASHTRA-416416, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : The Commissioner वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Chief Account Officer	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Assistant Account Officer ईमेल आईडी   Email ID : pao1.smkc.sli@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : SMKC RAJWADA CHOWK SANGLI, Sangli, MAHARASHTRA-416416, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : DA6818000093092 कंपनी का नाम   Company Name : GIRIRAJ TRACTORS संपर्क नंबर   Contact No. : 09558701111 ईमेल आईडी   Email ID : girirajtractors2015@gmail.com पता   Address : NATIONAL HIGHWAY - 27, JETPUR ROAD, GONDAL, GONDAL, GONDAL, GUJARAT-360311, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-GJ-20-0072023 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN : 24ARAPS4873Q1Z2

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

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण   Product Details							
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	फ्रीट चार्ज (%)   Freight Charges(%)	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : GIRIRAJ TRACTORS water truck cabin truck with water tank of 6000 Litre Capacity ब्रांड   Brand : GIRIRAJ TRACTORS ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status : OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : water truck cabin truck with water tank (Q1) मॉडल   Model : GT/WT/6000 एचएसएन कोड   HSN Code : 8705	2	pieces	0%	2,190,000	जीएसटी   GST (18%) : 668,135.593 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST1 : - जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 : - जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 : -	4,380,000
कुल ऑर्डर मूल्य   Total Order Value excluding Freight Charges (in INR)							4,380,000

परोक्षी विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षी   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By

1	पद   Designation :- ईमेल आईडी   Email ID : consignee1.smkc.sli@gembuyer.in संपर्क   Contact :- जीएसटीआईएन   GSTIN :- पता   Address : SMKC RAJWADA CHOWK SANGLI, SANGLI, MAHARASHTRA-416416, India	GIRIRAJ TRACTORS water truck cabin truck with water tank of 6000 Litre Capacity	-	2	12-Mar-2024	20-Jun-2024
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**Product Specification for GIRIRAJ TRACTORS water truck cabin truck with water tank of 6000 Litre Capacity**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Certification	Vehicle Certification ARAI/VRDE/ICAT No	AAQN0266F01
	Standard automobile paint to the exterior body as per CMVR Rules for Water Tanker	Yes
Generic Parameters	Engine Capacity (cc)	2960
	Water Tanker Capacity (Litres)	6000
	Make of Chassis	EICHER
	Chassis Model No	2095
	Category of Vehicle for which Chassis to be used	Medium Capacity Commercial Vehicles
	Body Style	WATER TANKER
	Body Options	Customizable
	Type of Fuel	Diesel
	Vehicle Emission Compliance	BS VI
	Vehicle Mileage (declared by OEM as certified by Test Agency under Rule 115 of CMVR 1989)(Km/Ltr)	8.15
	Speed, Max (Km/Hr)	80
	Engine Power BHP@rpm (BHP@rpm)	120
	Engine Torque Max,@ rpm (N-M@rpm)	350
	Engine Aspiration	Turbocharged Intercooled
	No of Cylinder in Engine(Nos)	4
	Fuel Tank Capacity (Litres)	90
	Gradeability of Chassis(%)	21
	Ground Clearance (mm)	195 millimeter
	Wheel Base (mm)	3770 millimeter
	Kerb Weight (Kg)	2843 kilogram
	Gross Vehicle Weight (Kg)	11280 kilogram
	No of Axle (Nos)	2
	BIS marked Pneumatic Tyres and tubes for both front and rear	Yes
	Chassis Transmission System	Manual
	No of Speed/ Forward Gears	5
	Type of Steering	Power
Turning Radius (mm)	7400 millimeter	
Speed Governors with valid certification	Yes	
Gross weight of Water Tanker (Kg)	10250 kilogram	
Transportation Charge in Rupees Per Km (Rs/Km)	30	
Performance Parameters	Standard Sparewheel and Tool Kit	Yes
	Net water carrying capacity (Litres)	6000 liter
	Total capacity of water tank (Litres)	6000 liter
	Battery Warranty (Months)	12 month
	Warranty Time (Month)	12 month
	Warranty Distance (Unlimited during warranty period)(Km)	Yes
	No Of Free Service	3
	Length of Chassis (mm)	6880 millimeter
	Width of Chassis (mm)	2095 millimeter
	Height of Chassis (mm)	2395 millimeter

Constructional Parameters	Axle Configuration( Number of Outside Tyre x Number of Driving Tyre)	4X2
	Type of Front Axle and Suspension System	SEMI ELLIPTICAL LEAF
	Type of Rear Axle and Suspension System	SEMI ELLIPTICAL LEAF
	Size Of Front Tyres	8.25R16
	Size Of Rear Tyres	8.25R16
	Size of Wheel	616 millimeter
	ABS Fitted	No
	Front Vehicle Brake	AIR BRAKE
	Rear Vehicle Brake	AIR BRAKE
	Type of Clutch	SINGLE DRY PLATE
	Side View Mirror	Yes
	Low Fuel warning Light	Yes
	Fog Lights	No
	Constructional Details of Cabin truck with water Tank : Seating Capacity (in the cabin)	D+2
	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)	4
	Size of channel used for frame for mounting on chassis	150X65
	Dimensions (L X W X H)(mm)	1000X600X2500
	Relevant surface treatment /paint details for inner surface ensuring the potability of water as per IS	Yes
	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	YES
	Base Frame Structure ISMC to be fastened with chassis with U Bolts/ for Monocoque (mm)	NA for Monocoque
	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	NA for Monocoque
	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	Yes
	Front Bumper Hook	Yes
Rear Hook	Yes	
Fire Extinguisher	Yes	

#### शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-12-21 16:00:00
2. तक बढ़ाया गया | Extended Upto : 2023-12-28 16:00:00

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

#### आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.

3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## नियम और शर्तें | Terms and Conditions

### 1. Special terms and conditions- Version:3 effective from 27-07-2023

#### 1.1 SPECIAL TERMS & CONDITIONS FOR AUTOMOBILES

The following Special Terms and Conditions (STC) will be applicable for the Automobile categories mentioned below for enlisting of products in GeM market and for procurement through Direct Procurement mode only. The STC would supersede the General Terms and Conditions (GTC) in respect of the conditions mentioned below for the below categories.

#### Automobile Categories

1. Ambulances - R
2. Automotive Chassis Fitted with Engine
3. Built Up Trucks (V2)
4. Buses
5. Cars (V2)
6. Troop Carrier Police Vehicles
7. Two Wheeler - Motorcycle, Scooter and Moped (V2)
8. Utility Vehicles (V2)
9. Water Truck Cabin Truck with Water Tank

#### Special Terms and Conditions

1. Only manufacturers of the vehicles are allowed to upload their vehicle models in above categories.
2. Manufacturers must give/ensure below mentioned minimum discount on the prevailing MRP across all locations while enlisting their products on GeM:

Sl. No	Vehicle category	Minimum Discount percentage
1	Ambulances-R	12%
2	Buses	20%
3	Automotive Chassis Fitted with Engine	15%
4	Built Up Trucks (V2)	15%
5	Troop Carrier Police Vehicles	15%
6	Water Truck Cabin Truck with Water Tank	15%
7	Cars (V2)	12%
8	Utility Vehicles (V2)	12%
9	Two Wheeler - Motorcycle, Scooter and Moped (V2)	12%

Seller may also offer additional slab discount for higher quantity.

3. Presently, the portal does not provide for uploading of the same catalogue with different MRP for different locations. Therefore, net prices inclusive of discounts shall be indicated by manufacturers while offering their products on GeM. The seller may quote freight charges extra on per km basis or include freight charges in the total price offered for the catalogue. In both the cases, the seller will indicate applicable freight charges in the catalogue (zero in case freight is inclusive). The vehicle for Defence Buyer will be quoted separately with suffix "Defence" against each model.
4. In the scenario where the freight charges are quoted separately, the freight charges shall be calculated by the seller at the time of invoicing by multiplying distance with freight per KM indicated in contract specification. After supply of vehicles, the seller while submitting the invoice will indicate the freight amount at actuals subject to upper ceiling of freight charges as worked out by multiplying per KM freight charges with distance as mentioned above. The Contract will indicate the total amount inclusive of all taxes only without freight charges. Therefore, while blocking the amount, additional funds in the range of 2% to 14% shall be blocked over and above the total price inclusive of all taxes to cover the fund requirement for freight charges on approximate basis.
5. In the scenario where the freight charges are quoted as zero by the seller in the catalogue and price on the portal are inclusive of freight charges, the Contract will indicate the total amount inclusive of all taxes and freight charges. Therefore, while blocking the amount, buyer may select 0% as the additional funds to be blocked over and above the total price.
6. Seller can decline the order in case the freight charges payable by buyer are less than applicable and incident for this denial of order will not be raised by the buyer and will not be entertained by GeM. Therefore, buyer is advised to select appropriate percent of freight charges while blocking the funds. However, the payment of freight charges to the seller would be as per actuals and is not linked with percent of funds blocked in lieu of freight charges.

7. Delivery Period shall be 90 days. Delivery period for Built-up Vehicles like Ambulances, Troop Carriers, Water Tankers, Buses, and Built-up Trucks shall be 120 days considering extra time involved in fabrication. 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.
8. All manufacturers of Automobiles may upload their vehicles on GeM as per above guidelines. These guidelines are applicable only to GeM and Government Buyers shall utilize the portal for making on-line purchases through GeM.
9. Ceiling of direct buying as mentioned in GTC will not be applicable for vehicles under above Automobile categories. As such, buyers may go for Direct Purchase even beyond Rs. 25,000/- for these categories. 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.
10. No Buyer other than Defence Buyer will select vehicle with suffix "Defence". In case Buyer does so, the responsibility for non-supply of vehicle rests with Buyer. Seller can decline the order in this scenario and incident for this denial of order will not be raised by the buyer and also will not be entertained by GeM.
11. 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.

#### Note

1. Even though direct purchase is permitted for the above-mentioned categories, buyer may decide to go for bidding as per his requirement.
2. In case of bidding for the above-mentioned automobile categories, buyer is advised to exempt the OEMs from submission of Earnest Money Deposit and Performance Security.
3. Freight charges shall not be paid as additional amount in case the procurement is done through bidding process since price offered in bidding is on free delivery consignee place basis.

1.2 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

#### 1.2.1 SELLER

1.2.1.1 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.

1.2.1.2 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.

1.2.1.3 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.

1.2.1.4 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%

1.2.1.5 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.

1.2.1.6 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.

1.2.1.7 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.

## 2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 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

## 3. Buyer Added Bid Specific Terms and Conditions-

### 3.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 3.2 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)

### 3.3 Service & Support:

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.

### 3.4 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**3.5 Warranty:**

Warranty period of the supplied products shall be as given in specifications 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.

**3.6 Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

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।

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