

Contract**Contract No:** GEMC72020-11**Contract Date:** 03-08-2017

Organization Details		Buyer Details	
Type:	Central Autonomous	GEM Unique ID:	GEM/2017/GO/53924/10
Ministry/	M/o Micro, Small & Medium	Name:	K.Syamkumar
Department:	Enterprises	Contact No.:	9446495830
Organization Name:	Coir Board, Head Office	Email ID:	syamkumark.cb@nic.in
		Address:	Coir House, M.g.road, Pallimukku Junction , Ernakulam City , Kerala - 682016

Seller Details	
GEM Unique ID:	GEM/2017/S/TOYOTA KIRLOSKAR MOTOR PVT LTD/643
Company Name:	TOYOTA KIRLOSKAR MOTOR PVT LTD
Contact No.:	7738383702
Email ID:	vinodl@toyota-kirloskar.co.in
Address:	Plot No - 1 Bidadi Industrial Area, Bidadi Ramnagar Tq Pin-562109 , Bangalore , Karnataka - 562109

Consignee Detail

S.No.	Consignee	Quantity	Expected Delivery Date
1	Ajith Kumar PR ajithkumarpr.cb@nic.in (Coir House, M.g.road, Pallimukku Junction,Ernakulam City,Kerala - 682016)	2	17-09-2017

Accounting Details

Designation of official providing administration approval: Chairman, Coir Board

Designation of official providing financial approval: Chairman, Coir Board

IFD Concurrence Required? No

Product Details

#	Item Description	Model	NDP	Vehicle color	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)
1	INNOVA CRYSTA (toyota)	GX -7S - MT DIESEL	901374.00	White	2	NOS.	1,225,720.00
Total Order Value (in INR)							2,451,440.00

Specification	Value	Unit
Vehicle Engine Capacity	2393	Cc
Type Of Fuel	Diesel	
Vehicle Certification ARAI/VRDE/ICAT Number	CALN0056	
Vehicle Emission Complainece	BS-IV	
Vehicle Colour Type	Metallic	
Colour Of The Vehicle	SUPERWHITE	
Vehicle Mileage (Declared By OEM As Certified By Test Agency Under Rule 115of CMVR 1989)	15.10	KM/Ltr
Air Conditioning	With	
Engine Gradeability	14	Degree
No. Of Cylinder In Engine	4	Nos.
Engine Torque (Max.)@rpm	343NM@1400-2800RPM	N-m@rpm
Engine BHP@rpm	110KW @ 3400 RPM	HP@rpm
Type Of Vehicle Body	Chassis Frame	
Seating Capacity	7	

No.of Doors	5	Nos.
Fuel Tank Capacity	55	Ltrs
Length Of Vehicle Body	4735	Mm
Width Of Vehicle Body	1830	Mm
Height Of Vehicle Body	1795	Mm
Ground Clearance	167	Mm
Wheel Base	2750	Mm
Boot Space	300	Ltrs
Kerb Weight	1805	Kg
Gross Vehicle Weight	2430	Kg
Type Of Vehicle Tyre	Tubeless	
Type Of Wheel	Alloy Wheel	
Vehicle Transmission System	Manual	
No. Of Forward Gears	5	Nos.
Type Of Wheel Drive	Two Wheel Drive(Rear Wheel)	
Size Of Tyre	205 /65	
Size Of Wheel	16 INCH	
Drive Axle	Rear	
Type Of Steering	Power	
Turning Radius	5400	Mm
Vehicle Brake ABS Fitted	Yes	
Front Vehicle Brake	Disc Brake	
Rear Vehicle Brake	Drum Brake	
Central Locking	Yes	
Vehicle Air Intake System	TurboCharged	
Driver Airbag	Yes	
Co -Driver Airbag	Yes	
Side Airbag Front	No	
Side Airbag Rear	No	
Rear Seatbelt	Yes	
Day & Night View Mirror	Yes	
Low Fuel Warning Light	Yes	
Leather Seats	No	
Warranty Time	36	Months
Warranty Distance	100000	Km
Battery Make	EXCIDE	
Battery Warranty Time	12	Months
No. Of Free Service	3	Nos.
Transportation Charges (in Rs./Km)	10.50	Rs./Km

Terms & Conditions

1. This Contract is for the supply of the stores detailed in the schedule below in accordance with the General Terms and Conditions of Sale / Purchase in Government e-Marketplace (GeM), General Terms and Conditions for enrolment of Seller on GeM (Government e-Marketplace) and (if applicable) Special Terms and Conditions for Reverse Auction on GeM or Special Terms and Conditions for e-bidding on GeM, shall operate to create a specific contract between the Seller on one part and the Purchaser on the other part.
2. **Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning (as indicated in technical details of the item), the charges for the same are also included in the contract price.

3. This Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s).
4. **Performance Security (if any):** There shall be no Performance security / PBG requirement for contracts placed under Direct Purchase Option on GeM. For procurement through reverse Auction/e-bidding, Security Deposit / Performance Bank Guarantee (PBG) @2% of contract value, shall be applicable in respect of contracts valuing above Rs. 25 Lakh, as per special terms and conditions applicable for e-bidding / RA. Such Performance Bank Guarantee from a scheduled commercial bank must be submitted by seller to the Buyer within 15 days of award of contract and shall be in the format provided on GeM. Payments against such contract shall not be released till acceptable Performance Bank Guarantee is furnished by the seller.
5. **Taxes and Duties:** Prices shall be all inclusive basis i.e. including excise duty taking into account the MODVAT benefits if any, sales tax (ST/CST/VAT/), Service Tax, Customs duty, Entry Tax etc.. Statutory variation, if any, shall be to the Seller's account and no variation in contract price, on account of such variations shall be allowed during the delivery period.
6. **Octroi Duty and/or other local taxes:** The Seller shall have discretion to offer Goods/Services for the select consignee location(s) in the country and they are expected to account for all local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc.) also while quoting the price for the listed Goods/Services and as such no reimbursement over and above the contract price(s) shall be allowed to Seller towards payment of such taxes.
7. **Resolution of disputes:** In the event of any question, dispute or difference arising under the terms and conditions of the GeM, the jurisdiction of the same shall be at the place from where contract has been placed by the purchaser and may be referred to the arbitration for which the arbitrator(s) for adjudication of the matter shall be nominated by the Purchaser while awarding the Contract itself. The arbitration in the matters related to GeM shall be governed as per prevailing Indian Arbitration and Conciliation Act 1996 and would be binding upon the Seller and Purchaser/Buyer. In all such cases in the GeM, the dispute would not be referred or entertained by Facilitation Council, Consumer Forum or any other adjudication forum and DGS&D would not be a party to any such dispute/matter.
8. **Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Liquidated Damages for the delay, (unless covered under Force Majeure conditions prescribed on GeM), @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.
9. **FINANCIAL CERTIFICATE**
- The expenditure involved for this purpose has received the sanction of the competent financial authority.
 - The funds are available under the proper head in the sanction budget allotment for the concerned financial year.
 - I have been fully authorized by the Department to sign the supply order and incur the liability of the Goods being ordered.

For Automobiles

1.

Seller:

- In case of automobile product, 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 indentor. The vehicle for Defence indentor will be quoted separately with suffix "defence" against each model.
- The Indentor must arrange for and provide Road Permit/s as necessary for entry of goods into the State where the consignee is located. The indentor / consignee should also furnish the firm with necessary Octroi exemption certificate along with the order 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 firm will be reimbursed by the paying authority (Deputy Controller of Accounts, Mumbai) against production of relevant payment receipt/s.
- The freight charges will be extra and shall be calculated by seller at the time of invoicing by multiplying distance with freight per k.m. indicated in contract specification.
- In the first instance, these vehicles will be on boarded on GeM at the ceiling price of just expired DGS&D Rate Contract.
- For new entrant and for new model, a minimum flat discount of 12% over market price will be applicable for on boarding otherwise product will not be listed.
- The above arrangement will be for next 3 months, i.e. upto 31st March 2017, or till development of next version of GeM.
- OEMs shall ensure that the prices offered on GeM is the lowest and no supply shall be made to any other buyer, government or private, at a price lower than that offered on GeM. Violation of this shall entail administrative action as per T&C of GeM including debarment etc.
- Delivery Period shall be 45 days. In case where road permits are to be provided by buyer/consignee or special color like blue/black vehicle are ordered, the delivery period will be 60 days.
- All manufacturers of passenger cars and utility vehicles 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 the purchases.

2.

Buyer:

- The total price inclusive of all does not include freight charge and therefore it shall be extra and to be calculated on freight per k.m. indicated in contract specification.
- The supply order will indicate the total amount inclusive of all taxes only without freight charges. Therefore while blocking the amount 10% additional amount will be blocked over and above the total inclusive of all taxes to avert the fund requirement for freight charges on approximate basis.
- After supply of vehicles the seller while submitting the invoice will indicate the freight amount at actual or calculate as mentioned above whichever is lower and the same should be verified by the buyer before payment.
- Defence indentors will select the vehicle offered with suffix "defence" for placing their orders. The total price for defence indentor for a particular model does not include mark up.
- No indentor other than defence will select vehicle with suffix defence. In case indentor does so, the responsibility for non-supply of vehicle rest with indentor.

Purchase made on



---Thank You---