

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL TERMS & CONDITIONS FOR AUTOMOBILES

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

A. Automobile Categories

1. Passenger Car

B. Special Terms and Conditions

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

Sl. No	Automobile Category	Minimum Discount Percentage
1	Passenger Cars	12%

The seller may also offer an additional slab discount for a 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.

4. Freight Charges:

i) The net price in the Marketplace (as mentioned in clause 3 above) may or may not be inclusive of freight charges in these categories. In case the seller desires to quote freight charges extra on per km basis, the same shall be indicated in the catalogue. The freight charge would indicate charges for inland transportation only.

ii) In the scenario where the freight charges are quoted separately by the seller in the catalogue, additional fund is required to be blocked by the buyer on the GeM portal at the time of placement of contract to cover the fund requirement for freight charges on approximate basis. However, the payment of freight charges to the seller would be as per actuals. The seller can decline the order in case the freight charge blocked by buyer for budget purpose is less than applicable and incident for this denial of order will not be raised by the buyer against seller and will not be entertained by GeM.

iii) After supply of vehicles, the seller while submitting the invoice will indicate the freight amount at actuals subject to upper ceiling of the funds blocked for budget purpose by the buyer.

iv) 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, no additional fund for freight charge is required to be blocked by the buyer. Accordingly, buyer may select 0% on GeM portal as the additional funds for freight to be blocked over and above the total price on GeM portal.

6. **Tax Collected at Source (TCS):** In accordance with Sec

tion 206C(1F) of The Income Tax Act, for sale of a motor vehicle of the value exceeding INR 10 lakh, the seller shall collect from the buyer, a sum equal to one percent of the sale consideration (in case TCS is applicable to the buyer organization). The tax will be collected at the time of receipt of the payment from the buyer. Seller shall furnish to the buyer, a certificate to the effect that tax has been collected, specifying the sum collected, the rate at which tax has been collected and other necessary particulars. Accordingly, the buyer (where TCS is applicable) shall make the necessary provision for additional funds during purchase of vehicles to cover for TCS payment as per aforesaid provision.

7. For procurement through Direct Purchase, Delivery Period shall be 90 days. Delivery period for Built-up Vehicles like Standard Ambulances, Troop Carriers Police Vehicles, Truck with Water Tanker, Buses, and Built-up Trucks shall be 120 days considering extra time involved in fabrication.

8. OEMs shall ensure that the prices offered on GeM by them for a particular model is the lowest and no supply shall be made outside GeM 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.

9. Under Rule 149 of the General Financial Rules (Amendment dated 10.07.2024), Direct Purchase is permitted without any financial ceiling for Automobiles. Accordingly, procurement can be done without any ceiling for vehicles under above Automobile categories from available sellers on GeM, meeting the requisite quality, specification and delivery period. The buyer may, at their discretion, choose to initiate bidding process for these categories. In the event of bidding the below shall be applicable:

i) The buyer shall refer to the DOE OM dated 27.09.2024 regarding the exemption for OEMs of vehicles from submitting Earnest Money Deposit (EMD) and Performance Security (PS).

ii) 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.

iii) As mentioned in clause 6 above, the TCS charges (1% of the sale consideration) shall be paid by buyer separately over and above

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the contract value. Hence, sellers are advised not to include TCS charges while offering the price during bid participation.

9. The vehicle for Defence Buyer will be quoted separately with suffix "Defence" against each model. 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 the Buyer. Seller can decline the order in this scenario and incident for this denial of order will not be raised by the buyer and will not be entertained by GeM.

10. 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.

11. A spare spare wheel rim with tubeless tyre (Stepny) should be provided with the vehicle.

12. Inspection:

12.1 Date on which acceptable goods have been offered for inspection to the inspecting agency shall be deemed as the date of delivery.

12.2 You are requested to issue the Pre-dispatch Inspection call letter to this office. The PDI call letter should be sent along with our confirmation letter regarding receipt of contract agreement & warranty letter.

12.3 Pre dispatched inspection will be carried out at the cost of manufacturer in the premises of the Vendor/Manufacturer by a team of officers nominated by this office or any third party agency nominated by this office.

12.4 The Goods are to be offered in factory premises and all expenditure shall be borne by the vendor. Inspection charges, including the expenses for the experts, will be payable by the supplier.

13. The cost of vehicle includes cost of vehicle, freight charges, cost of registration if any.

14. Attached Annexure A to Annexure I should be filled by the supplier while bidding.

15. The said vehicle should be in a white colour

16. All terms and conditions mentioned in the tender documents will be applicable.

You are requested to treat this matter MOST URGENT and expedite the comply immediately.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

5. 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.

6. Service & Support

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

7. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

8. Warranty

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.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है / This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा। [An terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.]

---धन्यवाद/Thank You---


Principal

Industrial Training Institute
Tah- Umred, Dist-Nagpur

TATA MOTORS

Authorized dealers of Tata Motors

E-mail : customercare@jalika.com

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PROFORMA INVOICE / QUOTATION

Date: 13/7/25

Govt. ITI Unyco

UMZCA

Mail ID.

~~Deu~~ (Deu Tong)

Mobile No. _____

We are please to quote the price as under:

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1.	Model	Nexon Fearless 45 k.w
2.	Variant & Colour	white and grey
3.	Ex-Showroom Price (₹)	1499000
4.	TCS Amount	14990
5.	Insurance	101503
6.	Fast Tag	600
7.	RTO Registration Charges	2358
8.	Accessories Paid	_____
9.	Extended Warranty	_____
10.	AMC Amount	_____
DISCOUNT	TATA Consumer Offer	_____
	Exchange Bonus	_____
	Corporate Discount	_____
	Insurance Discount	_____
	Other Discount	_____
11.	Final On Road Price	1618451
12.	Scheme for the Month	- 137000
13.	Free Accessories	

Accessories	
Particulars	Amount
TOTAL	

Terms and Conditions

- 1) Above prices are current ex-showroom prices. Buyers will have to pay prices prevailing at the time of delivery irrespective of Booking.
 - 2) Optional, VAS, accessories, insurance, registration, taxes, other levies etc. will be charged extra as applicable.
 - 3) Prices are for current specifications and are subject to change without notice.
 - 4) Delivery Will be done after receipt of full payment and with permanent Reg No Plate only.
 - 5) Taxes and additional charges as above will have to be paid completely, to conclude the sales. Taxes as applicable wherever necessary Please ensure /receipt against all items made. No claims shall be entertained without original payment receipt at later date.
 - 6) All booking amount made with dealership are non interest bearing. In event of cancellation of booking with letter request & original booking receipt, amount will be refunded without interest within 10 working days from cancellation of booking.
 - 7) Payment for all the above items will be by demand draft/cheques, favoring JAIKA MOTORS LIMITED Payable at NAGPUR. Outstation cheques will not be accepted.
 - 8) Delivery will be effected after 7 days of completion of finance documentation, submission of PDCs, approval & disbursement of loans etc.
 - 9) Acceptance of advance/deposit by seller is merely an indication of an intention to sell and does not result into a contract of sale. All disputes arising between the parties hereto shall be referred to arbitration according to the arbitration laws of the country.
 - 10) Only the courts of NAGPUR shall have jurisdiction in any proceedings relating to this contract.
 - 11) The company shall not be liable due to any prevention, hindrance, or delay in manufacture, delivery of vehicles or accessories /optionals due to shortage of material, strike, riot, civil commotion, accident, machinery breakdown government policies, acts of god and nature, and all events beyond the control of the company.
 - 12) The seller shall have a general lien on goods for all moneys due to seller from buyer on account of this or other transaction.
 - 13) Extended warranty prices are inclusive of all taxes. Extended Warranty once sold cannot be cancelled. Refer Extended Warranty booklet for Terms and conditions.
 - 14) If the Ex show room price of vehicle is above 10 lakhs than TCS @1%- 5% would be applicable, depending on PAN availability and residential status.
 - 15) Insurance premium mentioned above is Zero dep. Extra Charges will be charged for covering Consumables /Engine/Key/RTI /Electrical Accessories, RSA & ETC.
- * All discount given in vehicle such as Cash, Exchange, Corporate & Free Accessories will be deducted from Ex Showroom Price.
- RTO FOR COMPANY IS 20 % OF EX SHOWROOM + REG EXPENSES

RTO & FINANCE DOCUMENT : (1) LIC Policy / Passport / Election Card (2) Aadhar card (3) Telephone Bill / Electricity Bill (4) Colour Photograph (5) Pan Card Photo Copy (6) Trade Certificate (In Case of Finance) (7) L.T. Return / Form No. 16 2 Years. (8) Salary Slip & ID Card



CA Name: Amr P. Kato

Mobile: 9322996264

Above Price / Terms Accepted

Customer Name:

Signature _____

Date : _____



Jaika Motors Pvt. Ltd.
Account Details

Bank Name : HDFC BANK LTD.
Account Number : 50200035688760
IFSC Code : HDFC0001248
Branch : FIDVI TOWER, NAGPUR.
Account Type : CC

GSTN No. 27AAACJ4700D1Z4
PAN No. AAACJ4700D

