

**GOVERNMENT OF GUJARAT
CENTRAL STORES PURCHASE ORGANIZATION**

Please quote in all letters &
Invoice etc. the No. & Date of
This Rate Contract

1178625

No. SP/RC/Auto Parts TATA AUTOCOMP/Guj/15-16/
Industries Commissioner & CPO,
Udyog Bhavan, Block No.2, 5th floor,
Gandhinagar - 382011.
Date: 19-04-2016.

**RATE CONTRACT FOR AND ON BEHALF OF GOVERNOR OF GUJARAT
RATE CONTRACT IS VALID UP TO 18/04/2017 (ONE YEAR)**

**To,
M/S. ACCEL AUTOLINK PRIVATE LIMITED,
ACCEL HOUSE, 43/B/2, GIDC,
INDUSTRIAL ESTATE, MAKARPURA,
VDODARA- 390010.**

M.No.-9925189999.
Phone (0).0265-2639997

**Sub: Rate Contract for Supply of Original and Genuine Auto Parts Item of
various vehicle; Manufacture by M/s. TATA AUTOCOMP SYSTEMS LTD.**

- (1) This office Tender No SP/VI/RC/Spare Parts/TATA Autocomp Systems Ltd./15-16 due on 20.02.2016.
- (2) Your Quotation Dated 17.03.2016.
- (3) This Office Acceptance Letter No. SP/VI/RC/Spare Parts/TATA Auto comp Systems Ltd./15-16/1178213, Dt. 18.04.2016
- (4) Your Subsequent Letter No.ACCEL/AAA/1001/2016 Dated 19.04.2016 and Agreement Dated 19.04.2016

Gentlemen,

Your quotations for stores specified in the schedule have been accepted subject to the conditions stipulated in Rate Contract. Any clause, conditions or terms in your tender and/or acknowledgement letter which is repugnant to or inconsistent with the terms and conditions of this Rate Contract, and the schedule attached here to shall be void and of no force and effect. If you fail to acknowledge receipt of this communications within a week, you will be deemed to have accepted this contract on the terms and conditions set out herein.

1. **Acknowledgement:** Please acknowledge receipt of this Rate Contract on the slip enclosed within a week.
- (a) **Security Deposit:** The security deposit of Rs.10,000/- (Rupees Ten Thousand only) paid by you in form of Demand Draft for the due performance of contract. This deposit is liable for forfeiture to the Government of Gujarat in event of your non fulfillment of the terms and conditions on which this rate contract is issued.



- (b) No claim shall be entitled against the Industries Commissioner and Central Purchasing Officer. In respect of the interest on Security Deposit.
- (c) On the due performance of the Rate Contract the security deposit will be returned to you on the presentation of "No Demand Certificate" from the DDO/Consignees to whom you have supplied the stores under this rate contract.
2. **Reference:** Please quote in all letters, invoice etc., the reference number & date of this rate Contract in all your further correspondence.
3. **Packing and Notification of Dispatch:** Your particular attention is invited to the conditions of contract under which you have tendered in regard to packing and notification of delivery and dispatch. It is essential that packing notes and priced invoice shall be furnished to the consignee in respect of every consignment. The Railway Receipt, S.T. Parcel Service Receipt should be forwarded to the consignee immediately after the dispatch of stores otherwise demurrage charges, if any, paid by the consignee, will be deducted from your bill.
4. **Inspection:** Inspection is to be done by Director Demanding Officer (DDO/Consignee at your cost.
5. **Destination and full postal address of the consignee:** As per instructions in the requisition order received from the Direct Demanding Officer.
6. **Termination of Contract :** Should you fail to deliver the stores or any part thereof, within the contracted period of delivery or in case the stores are found not in accordance with the prescribed specifications and / or approved samples, the Industries Commissioner and Central Purchasing Officer shall exercise his discretionary powers either
- (a) To recover from you as liquidated damages and any kind of financial loss of Government Money in supplying the stores and/or also the late supplying the stores, a sum of not exceeding ½ % of the price of the stores which you have failed to deliver as aforesaid per each week or part thereof during which the delivery of such stores may be in arrears but subject to maximum limit in the case of an order not exceeding Rs.1.00 lacs in value of 10% and in case of an order exceeding Rs.1.00 lac in value of 5% of the stipulated price of the stores so undelivered.
- (b) To purchase from elsewhere on your account and at your risk stores so undelivered or others of a similar description without canceling the contract in respect of the consignment not yet due to delivery.
- OR
- (c) To cancel the contract
In the event of risk purchase of stores of similar description the opinion of the Industries Commissioner and central Purchasing Officer shall be final which will be exercised by him only when stores of exact specifications are not readily procurable.
- In the event of action taken under Clause (a) or (b) above the contractor shall be liable for any loss, which the Industries Commissioner and Central Purchasing Officer may sustain on that account but you shall not be entitled to any saving on such purchase less made against default.



The decision of the Industries Commissioner & Central Purchasing Officer shall be final as regards the acceptability of stores supplied by the contractor and the industries Commissioner and Central Purchasing Officer shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores.

7. **Mode of Transport** : Goods should be consigned and dispatched by goods train or by road transport under the parcel- transport scheme of the Gujarat Road transport Corporation (As per instructions in requisition order from the consignee/ direct Demanding Officer) station freight paid.

8. **Date of Delivery** : (please see schedule attached)

Note:

(1) In the event of your inability to supply goods by the stipulated date, this office must be informed and no supplies will be accepted by the consignee if delivered late except on production of specific instructions from this office/DDO/consignee.

(2) Date of delivery is the date on which the acceptable goods have been offered for inspection to the DDO/Consignee.

9. **Bills**: Bills for the stores to be supplied in compliance of this contract must be prepared in duplicate and send to the consignee for payment. A copy of the bill should be sent to this officer for record. Intimation should be sent to this office whether full payment of your bills is received.

10. **Progress Report**: This office must be kept informed of the progress of Delivery of materials etc., every quarter and intimation should be sent upon final completion of the contract.

11. **Warranty Clause** : You will have to execute the following warranty clause Viz. Contractor/ Seller hereby declare "That the goods/articles/stores sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the Acceptance of Tender and the contractor/ seller hereby guarantees that the said goods/stores/articles would continue to the description and quality aforesaid for period of **12 Months** from the date of Installation of the said goods/articles/stores to the inspection and /or approved the said goods/articles/stores, if during the aforesaid period of **12 Months** the said goods/articles/stores be delivered not to conform to the descriptions and quality aforesaid or by deteriorated (and the decision of the purchaser in that behalf will be final & conclusive) the purchase will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/stores/articles will be at the sellers risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The contractor/Seller shall, if so called upon by the purchaser in its description, on an application made thereafter by the contractor/seller, the goods/stores/articles or such portion thereof as is rejected by purchaser and in such an event the above mentioned warranty period shall apply to the goods/articles/stores replaced from the date of replacement thereof otherwise the contractor/seller shall pay to the purchaser such damages as many arise by reason of the breach of the condition herein contained. Nothing herein



contained shall prejudice any, other right of the purchase in the behalf under this contract or otherwise.

12. **Laws :** (1) This Contract shall be governed by the Laws in Force in the "Gujarat State"
(2) The marking of all stores supplied must comply with the requirements of the Indian Acts relating to Merchandise marks and of the Rules made under such acts.
13. **Indemnity:** You shall all times indemnify the Industries Commissioner and Central Purchasing Officer against all claims which may be made in respect of the stores infringement of any right protected by patent registration of design or trade mark and shall take all risk of accidents of damages which may cause a failure of the supply from whatsoever cause arising and are entire responsibility for the sufficiency of the means used by you for the fulfillment to the contract. Provided always that in the event of if any claim made against the Industries commissioner & Central Purchasing Officer shall notify you of same and you shall be liberty at you own expenses to conduct negotiation for settlement of any litigation that may arise there from.
14. **Arbitration :** In the event of any question dispute or differences arising under these conditions or any special conditions of contract or connection with the contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to Gujarat Public Works Disputes Arbitration Act 1992 Gujarat Act No. IV of 1992) and Gujarat Public Works Disputes Arbitration Tribunal Rules, 1992, Arbitration Tribunal under the Act. The decision of Tribunal shall be final and binding on the parties to the contract to any amendment in the judgment of the said tribunal under review of revision as per the provision of the above act
15. **Recovery :** Whenever under this contract any sum of money is recoverable from and payable by you the Industries commissioner and Central Purchasing Officer or an Officer empowered by him shall be entitled to recover such sum by appropriating in part of whole the security deposited by you, if a security is taken against the contract. In the event of security being insufficient or if no security has been taken from you then the balance of the total sum recoverable as the case may be shall be deducted from any sum then due to you under this or any other contract with the industries Commissioner and Central Purchasing Officer or Government or any other person or person contracting through Industries Commissioner & Central Purchasing Officer, should his sum be not sufficient to cover the full amount recoverable you shall pay to the Industries Commissioner & Central Purchasing Officer or an Officer empowered by him on demand the remaining balance due as arrears of Land Revenue dues.
16. **Breach of Contract :** Should be fail to abide by any the terms and conditions of this contract the failure on your part shall constitute a breach of the contract and action as deemed proper shall be taken against you under clause -08 of this contract
17. **Quantity to be purchased:** No estimate can be given of the quantity or value of the stores required. You will be required to supply the same as ordered during the period covered by the rate contract.



18. **Period of rate Contract:** This contract will remain in force up to **one year** from the date of issue
19. You have entered in to Agreement for the due performance of the Contract.
20. Should you be adjudged insolvent or received orders made against you or make of enter into any arrangement or composition with your creditors, or suspend payment (or being a company be wound up, either compulsorily or voluntarily) or commit any breach of this contract not here in specially provided for, the Industries Commissioner & Central Purchasing Officer, shall have power to declare the contract at an end in which case you shall be liable to pay the Industries Commissioner & Central Purchasing Officer for any extra expense, he is thereby put to but shall not be entitled to any gain any re-purchase.
21. **Rate Contract Freight Charges:** As shown in the schedule attached herewith.
22. **Standard Break Clause:** The Industries Commissioner & Central Purchasing Officer shall in addition to his power under other clauses to determine this contract, have power to determine this contract, have power to terminate his liabilities there under any time by giving to you of his desire to do so and upon expiration of the notice, this contract shall be determined without prejudice to the right acquired to the date of determination.
23. **Placement of Supply Order :**
- (1) Direct Demanding Officer : All the officers of the State not below the rank of Class-I officers are declared as Direct Demanding Officers under this rate contract and they are authorized to place order with you in Performa 'C' enclosed under information to this office.
 - (2) On receipt of order, you have to offer the stores for inspection before dispatch at your Principal/ Manufacturers Premises/Godown at your cost.
 - (3) All Government Corporations/Boards who want to place order under this Rate Contract.
24. **Periodical Statement:** Quarterly statement showing the orders received, executed, pending should be forwarded by you to this office at the end of every quarter in the prescribed form "A & B" enclosed.
25. **Fall Clauses:** Although the currency of the price at which you will supply the stores should not exceeded the lowest price agreed by you to a customer during the currency of rate Contract and that in the event of price being down below the rate Contract price you shall promptly furnish such an information to enable us to amend the Rate Contract value for subsequent supplies.
26. **Availability of Funds:** Regarding availability of funds and the year under which the funds are available will be given in the requisition form, but if the delivery period falls under the next financial year, a confirmation from the Direct Demanding Officers regarding availability of funds in the next year may be obtained before dispatch of the stores indented for.
27. **Register:** A register should be maintained for registration of orders, received from the Direct Demanding Officer with columns such as, item, Number, Quantity, Number and Date of Requisition Order, Name of the Office of the Direct Demanding



Officer, probable date of supply etc. The entire should be made in chronological order and supply should be affected accordingly.



Yours faithfully,

(J.C. Chudasama)

Additional Industries Commissioner (SP)

Copy forwarded with complements to :-

All Direct Demanding Officer of Gujarat state.

They are requested to place the order in requisition order form as and when they required but not later than the period specified in the Rate Contract against clause No.21. This attention is invited to clause No.8 of this rate contract whereby they are authorized to carry any risk purchase in the event of failure of the firm to supply stores in the stipulated delivery time. In this connection they are instructed in carry out risk purchase after grace period of 15 days expires from the date of default. In case of any doubt, reference should be made to this Officer for guidance.

NOTE :

Intimation of the date of actual receipt of goods either in part or full in sound condition, part or full payment of bills and satisfactory fulfillment of terms and conditions of contract should be sent to this office to complete Records.

1. Co-ordination Branch, Industries Commissionrate, Gandhinagar.
2. The accountant General, G.S. Ahmedabad.
3. The Addl. Accountant General, Rajkot.
4. The Resident Audit Officer (PAO),O/O the Pay & Accounts Officer, Sicol Building, Khanpur, Ahmedabad.
5. The Accounts Officer (PAD-III), The Director of Accounts & Treasuries, Gandhinagar.
6. All Government Departments

PLACED WITH M/S. ACCEL AUTOLINK PRIVATE LIMITED, VADODARA

ANNUAL RATE CONTRACT FOR SUPPLY OF Original and Genuine Auto Parts Item of various vehicle; Manufacture by M/s. TATA AUTOCOMP SYSTEMS LTD.

1. TECHNICAL SPECIFICATION

Original and Genuine Auto Parts Item of various vehicle; Manufacture by M/s. TATA AUTOCOMP SYSTEMS LTD.

2. RATE: -

The discount rate will be applicable on the process appears in M.R.P List of M/s. TATA AUTOCOMP SYSTEMS LTD. at the time of delivery.

Discount is 9.70 % (Nine Point Seventy Percentages) on M.R.P list of Original and Genuine Auto Parts Item of various vehicle; Manufacture by M/s. TATA AUTOCOMP SYSTEMS LTD.

3. The above Total Price is accepted on FREE delivery at destination & installation basis Inclusive of Insurance Charges & Service Tax.
4. Replacement of Rejected Materials: If the materials are rejected by the consignee due to non-confirming to the prescribed specifications ordered quantity. Such rejection will be intimated by the consignee within 15 days and the firm will have to replace/accept back the rejected materials within 30 days from the date of receipt intimation and all incidental charges incurred by consignee will also be borne by the firm.
5. In case of materials are not replaced/accepted back within the stipulated period the consignee will then return the materials with further information freight to pay and documents will be negotiated through Bank for value of advance payment drawn together with incidental charges.

N.B.

1. Inspection (Clause No.6) Inspection is to be carry out by Direct Demanding Officer (DDO) /Consignee at your manufacturer's premises/godown at your cost.
2. You have to submit monthly details of the goods supplied under this R.C.
3. Payment: 90% against delivery and 10% payment shall be paid by the DDO within the 30 days from the date of receipt of acceptable stores at destination.
4. Bank charges shall be borne by you, if the documents are not retired within the stipulated time given by the indenting Officer/Consignee.
5. The Direct demanding Officer shall be entitled to cancel or reduce the quantity of any order to any extent but the stores actually manufactured or dispatched before the date of receipt of cancellation of suspension or amendment of the



order by you shall be accepted by the Direct demanding Officers. The DDO shall place their orders directly under intimation to this office.

6. Delivery period (Clause No.10) within 04 to 06 weeks from the date of receipt of requisition order from DDO/Consignee.
7. The contract shall be subject to Force Measure conditions as per Directorate General of Supplies & Disposals, New Delhi.
8. CSPO reserves right to award parallel rate contract on the same terms and conditions with other authorized dealers or various manufacturers in the State easy availability of spares of nearby centers in all Districts.
9. Against the requisitions received by the post, deliveries of materials should be made by S.T. or Road Transport promptly as required by the concerned department.
10. Rate Contract will be valid up to **ONE** year from the date of issue.



Yours faithfully

(J.C. Chudasama)

Additional Industries Commissioner (SP)