Regd. From

The Director General, Supplies & Disposals, Haryana,

S.C.O-09, (1st & 2nd Floor), Sector-16, Panchkula

Telephone no. 0172-2570121, 2570124, E-mail: supplies@hry.nic.in

To

M/s Tata Motor Ltd.

24, Homy Mody Street, Bombay House

Mumbai 400001

Email - Stephen.fernandes@tatamotors.com

Memo, No. 67/HR/E-3/2021-2022/

Dated Panchkula the:-

Subject:

Purchase of 27 Nos. Mini Bus, minimum 32 seaters, minimum 95 HP,

BS-VI, with standard accessories required by Police Department,

Haryana.

Dear Sir,

With reference to your bid id no. 667148 and your letter no. nill dated 10.10.2022, this office acceptance letter no. 8276 dated 20.10.2022 & your Bank Guarantee reference no. 00040100015676 dated 16.11.2022, on the subject noted above.

Please supply the vehicle within 60 days from the date of issue of supply order to the consignee as given below.

The vehicle may please be sent directly to the Director General of Police, Haryana Sector-6, Panchkula. For payment and the bill of the cost of store in triplicate be given directly to the Director General of Police, Haryana Sector-6, Panchkula under advice to this office.

Sr. No.	Description of Store	Qty. (in nos.)	Rates in Rs. per Mini Bus, Inclusive of all duties/ taxes/ Cess & GST @ 28% & freight charges etc.
1.	Mini Bus, minimum 32 seaters, minimum 95 HP, BS-VI, with standard accessories	27	Rs.19,45,000/-

## TERMS & CONDITIONS:-

- Place of delivery: Anywhere in Haryana. 1.
- F.O.R.: The above rates are FOR destination basis at supplier's risk. 2.
- 3. **GST**:- Inclusive in above rates.
- 4. Freight Charges: Inclusive.
- Delivery Period: 60 days from the date of placement of Supply Order. 5.

Payment: 100% payment shall be made within 30 days against physical delivery of satisfactory inspected /accepted vehicles. The Indenting Department would have option to release payments in RTGS/Electronics mode also.

Delay in payments to the suppliers beyond the stipulated credit period inducted in the supply order, unless supported by cogent reasons and approved by a higher authority, will attract penal interest on the defaulting amount @ Rs.25/per rupees one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the

- Warranty:- The vehicles shall be warranted for minimum a period of one year supplier. from the date of supply of duly fabricated vehicles to the consignee for the any 7. manufacturing defects. During this period, if any defect is found / noticed in the vehicles, the same will be repaired or replaced free of charge. The performance security would be released after satisfactory completion of the warranty period.
- Free Service: 3 nos. labour free services
- <u>Inspection</u>:- The inspection will be carried out at the premises of firm, by the 8. representative of the Indenting Department or any agency authorized by the 9. deptt. before taking delivery of vehicles as per specifications.

In case, the vehicle offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the total order value. In case, the vehicle offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the vehicle offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

- PENALTY CLAUSE: Penalty to firm on Delay in delivery: Should the contractor fail to deliver or dispatch any consignment within the period prescribed for 10. or dispatch stipulated in the supply order, be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. The other details will be as per provision contained in Sr. No. 14 of "Schedule-'B' Condition of Contract".
- PRICE FALL CLAUSE: The price charged for the stores shall not exceed in any way the lowest price at which you quote/supply the stores of identical 11. description of stores to State Govt./ Central Govt./ Institutions/ undertaking/ any other person during the delivery period/currency period of the rate contracts. If at any time during the delivery/currency period, you reduce the rate, sale price of quoted stores to any person at the price lower than the price chargeable under this supply order/contract, you are required to inform this office and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of rates shall stand correspondingly reduced to that level. You shall promptly notify the reduction of

rates to this office as well as to concerned Indenting Officers/ Consignees. You shall also give a certificate on your bills that the rates charged by you are not in any way higher to these quoted to other State Govt. Central Govt. Institutions etc. during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments. Full benefit due to reduction in GeM Prices or Net Dealer Price during the period of supply will be passed on to the consignee in

- Failure to effect supply within stipulated period or repeatedly offering supply 12. liable for rejection may render to penal action as per rules.
- In case of non supply or any breach of this contract, penal action would be taken 13. & agreed by you vide letter dated 10.10.2022.

Deputy Director, Supplies & Disposals Haryana For & On behalf of Governor of Haryana.

Endst. No. 67/HR/E-3/2021-2022/

Dated

A copy is forwarded to the Director General of Police, Haryana Panchkula w.r.to their indent No. 10077 dated 23.11.2021, for information please.

He is requested to point out deficiency, if any, in a week time otherwise it will be presumed that the supply order is correct in all respects.

Payment may please made to the supplier strictly as per approved payment terms and the instructions appearing at the end may also be complied with.

> **Deputy Director** For Director General, Supplies & Disposals Haryana, Panchkula

Endst. No. 67/HR/E-3/2021-2022/ 16/4.

Dated 27/12/22

A copy is forwarded to the following for information and necessary action:-

- The Principal Accountant General, (Audit) Haryana, Sector-33, Chandigarh. 1.
- The Deputy Excise & Taxation Commissioner, Mumbai, (Maharashtra)-400001. 2.
- Programmer O/o DGS&D, Haryana.
- St. Section. O/o DGS&D, Haryana. 4.

Deputy Director For Director General, Supplies & Disposals Haryana, Panchkula