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Seema Sadak Bhawan  
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New Delhi-10

54271/CA/TML/ 02 /DGBR/E4 Inv-Ind

14 Jan 2019

(All Projects)

**Eastern Base Wksp (GREF)**  
C/o 99 APO

**Eastern Store Division (GREF)**  
C/o 99 APO

**Western Base Wksp (GREF)**  
GREF Station Pathankot  
PIN -145001

**Western Store Division (GREF)**  
GREF Station Pathankot  
PIN -145001

**AMENDMENT : CONTRACT AGREEMENT**  
**(M/s TATA MOTORS LTD)**

1. Further to our letter No 54271/CA/TML/01/DGBR/E4 Inv-Ind dated 16 Jul 2018 regarding Contract Agreement with M/s Tata Motors Ltd.
2. M/s Tata Motors Ltd vide their letter No. GS:RO:2366 dated 13 Dec 2018 has intimated to this Dte that as per their **latest company practice and credit policy** they will supply spare parts with Order value 20 lakhs or above through authorized distributors/dealers of M/s Tata Motors Ltd only with the same discount and delivery period as applicable to the OEM i.e M/s Tata Motors Ltd.
3. Amendment of existing terms & conditions of Contract Agreement of Clause No.11, 12,14 & 16 of M/s Tata Motors Ltd is have been **concurred of the IFA(BR)** vide their ID Note No **IF/ISO/840/Vol-XXXXV/R-Pro-120/678 (27/12) dated 09 Jan 2019** and same has been approved by the CFA:- .

**Clause-11 (Supply Order):-**

**FOR :- Existing Entries**

**READ :-**

- (i) The officers who are declared Direct Demanding Officer (DDO) by this HQ are authorized to place Supply Orders directly against the Contract Agreement at their discretion on any authorized distributors/dealers of M/s Tata Motors Ltd as mentioned in dealers location list of Contract Agreement. DDO will endorse copies of such orders to concerned Accounts Office. Firm/their authorized dealers will honour orders issued from DDO as soon as they are received. Only DDO who are authorized to sign the SO should issue the same.

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(ii) DDO's will issue two copies of Supply Orders to authorized distributors/dealers of M/s Tata Motors Ltd, one copy of which will be forwarded by firm to the concerned Accounts Office invariably along with the bill in support of the supply.

(III) Supply Order against the Contract Agreement will be placed on or before the last date of the currency of the Contract Agreement. Supply Orders received against last date should be treated to be within the validity period of the Contract Agreement even though the supplies cannot be arranged within the last date of Contract Agreement.

(iv) Supplier will have the liberty not to accept few of the items of the supply order within 15 days of receipt of supply order duly justifying the reasons after which SO will be assumed to be accepted and LD will be levied on the delayed/undelivered supply. Under exceptional circumstances and on submission of proper justification LD can be waived off for the delayed /undelivered supplies.

**Clause No.12 (b) (Delivery Schedule):-**

**FOR :- Existing Entries**

**READ :-**

(b) **120 days** if orders are placed on authorized distributors/dealers of M/s Tata Motors Ltd for order value Rs.20 Lakhs or above and order of Engine Assy of any value. However, the firm to put all out efforts to materialize the supply well before the expiry of delivery period to reduce the off road state of V/E/Ps.

**Clause No.14 (Placement of Orders):-**

**FOR :- Existing Entries**

**READ :-**

(i) Orders can be placed by DDO's at their discretion on any authorized distributors/dealers of M/s Tata Motors Ltd as mentioned in dealers location list of Contract Agreement

(ii) For orders below Rs. 20 lakh placed on Authorized Dealers/Distributors, the rate applicable will be List Price less discount of 5% and GST as applicable will be charged extra on discounted rates.

(iii) For orders Rs. 20 Lakhs or above and for order of Engine Assy of any value placed on authorized distributors/dealers of M/s Tata Motors Ltd as mentioned in dealers location list of Contract Agreement, the rate applicable will be List Price less discount @ N1=11%, N2=15% and N3&N4=22% as mentioned in MPG (Material Product Group) list price. GST as applicable will be charged extra on the discounted rates.



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(iv) For orders Rs.20 Lakhs or above and for order of Engine Assy of any value placed on authorized distributors/dealers of M/s Tata Motors Ltd will have the delivery locations at **Tezpur** (Assam) or **Pathankot** (Punjab) only. For orders below 20 Lakhs placed on authorized distributors/dealers of M/s Tata Motors Ltd will have to make delivery upto consignee locations

(v) For orders above `10,000/- delivery charges will be borne by the suppliers up to consignee location and below this amount collections have to be arranged by the Buyer from Sellers location. For very remote locations Purchaser should collect the stores from Sellers location. However seller will deliver the stores free of cost up to Project HQ locations/ all State capitals.

**Clause No.16 (Price Payable) :-**

**FOR :- Existing Entries**

**READ :-**

(a) For orders placed on authorized distributors/dealers of M/s Tata Motors, the Rate applicable will be as under:-

(i) If rates are available on valid GeM the Rates of GeM will be applicable along with the discounts offered in the GeM.

(ii) The firm has offered discounts @ N1=11%, N2=15% and N3&N4=22% on list price for orders Rs. 20 Lakhs or above and for orders of Engine Assys of any value placed on authorized distributors/dealers, the rate applicable will be List Price less discount and GST as applicable will be charged extra on discounted rates.

(iii) The firm has also offered discounts @ 5% on list price for orders below Rs.20 lakh placed on Authorized Dealers/Distributors, the rate applicable will be List Price less discounts and GST as applicable will be charged extra on discounted rates.

(b) The price of the spare parts mentioned in the price list are up to destination, List Price is exclusive of GST and other taxes as legally leviable at the time of supply will be charge extra.

4. All the other terms & conditions remains unchanged.

5. For any queries, **Mr Gurpreet Singh**, Senior Manager Sales(Parts/DGS&D), **Mob No 07838200235**, **Fax No 01123344334** e-mail: [singh.gurpreet@tatamotors.com](mailto:singh.gurpreet@tatamotors.com) or this HQ may be contacted.

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6. **Soft copy** of ibid amendment letter has already been uploaded on BRO web site [www.bro.nic.in](http://www.bro.nic.in). The same may be downloaded accordingly.



**(RS Sehgal)**  
Brig  
DDG (TA)  
for Dir Gen Border Roads

**Copy to:-** -

**ADGBR (East)** - For info  
BRO Complex  
Guwahati (Assam), C/o 99 APO

**ADGBR (North West)** - For info  
Sector 48-C, Near Motor Mkt  
Chandigarh, PIN 160-047

**PCDA (BR)** - For info  
Seema Sadak Bhawan  
Ring Road New Delhi-10

**IFA (BR)** - For info  
Seema Sadak Bhawan  
Ring Road New Delhi-10

**M/s TATA Motors Ltd** - For info  
Jeevan Tara Building  
5, Sansad Marg, New Delhi-110001

**Internal**  
**EDP Cell** - For info and uploading on BRO web site

