

SCHEDULE - " 9 "

Period of Contract 01/07/2017 To 31/03/2019

The orders can be placed upto last date of the Contract period, however, the delivery of the supplies should not be later than three months from the last date of contract period.

2. Name & address of the Manufacturer

a) Registered office address

GOLD STAR BATTERY P LTD
RAJKOT ROAD
HAPA
DISTT JAMNAGAR (GUJ.)
361120

Std Code

0288

Tel.No

2570120/21

Tel.Fax

2571122

Contact Person

MR NAVNEET M PANSARA

Contact No.

09427207656

b) Factory office address

RAJKOT ROAD

HAPA

DISTT JAMNAGAR (GUJ.)

361120

Std Code

0288

Tel.No

2570120,2572601

Tel.Fax

2571122

Email

qc@goldstarbatteries.com

c) Sole Selling

Agent/Distributor where
order to be placed (if
applicable)

Not Applicable

3. Brand

STAR GOLD

4. Specifications

ASRTU Specifications are listed at A

5. Price

F.O.R Destination as per Annexure Sc

6. F.O.R. Term:

a) For consignment value less than Rs.20,000/- for a single destination will be treated on a works basis i.e. freight, packing & forwarding, transit insurance and bank charges applicable as extra.

b) For consignment value above Rs.20,000/- F.O.R. Terms applicable will be F.O.R. destination. Freight, packing & forwarding, transit insurance and bank charges will be borne by the supplier.

c) Wherever the F.O.R term is For-destination, the firm can offer special discount for its works.

Secretary SC(S&C)

Sr.AD(Audit)

AD(RC)

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S.No	Sub Group Name (Code) and Meeting Ref. No.	General	Qtd Item	Eligible Item			
1	NEW BATTERIES (AS:311:69:JUL:2005, AS:347:67:JULY:2004) WITH CONDITION OF RETURNING EQUAL NUMBER OF (08402 & (246.4.4))	RENEW TRC SmT.	4	4			

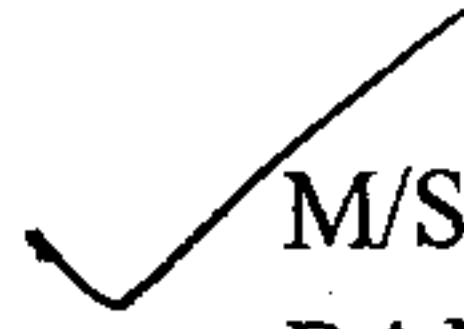
(Smt- Simultaneously testing- The firm is advised to test at least two samples during the contract period)

Kindly acknowledge receipt of this contract.

Yours faithfully,


Secretary,
Standing Committee (S&C)

encl:Schedule " 9 "

Copy to : 1.  M/S GOLD STAR BATTERY P LTD
RAJKOT ROAD,
HAPA
DISTT. JAMNAGAR (G J)
361120

2. Sole Selling Agent (If any)- Not Applicable

3. All Contract holder firms of this group (As per enclosure)

Note:

a) M/s GOLD STAR BATTERY P LTD is requested to send the "Quarterly payment received statement" within 30 days by the end of each quarter along with Secretarial Rebate of ASRTU as per clause No. 17 of this contract to the Secretary, Standing Committee (S&C), ASRTU, New Delhi If no payment is received during the quarter even then the firm should submit NIL statement in the prescribed format.

b) The firm should arrange acknowledgement and acceptance to this contract within 15 days positively. If ASRTU doesnot receive any communication on this contract within 15 days, it will be presumed that the terms, conditions and rates laid down in this contract are acceptable.


Secretary SC(S&C)


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AD(RC)

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Prepared by

Developed by AD (IT)



Period of Contract 01/07/2017 To 31/03/2019

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Contact Person

MR NAVNEET M PANSARA

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c) Sole Selling

Not Applicable

Agent/Distributor where
order to be placed(if
applicable)

3. Brand

STAR GOLD

4. Specifications

ASRTU Specifications are listed at Annxure.

5. Price

F.O.R Destination as per Annexure Schedule

6. F.O.R. Term:

a) For consignment value less than Rs.20,000/- for a single destination will be treated on Ex-works basis i.e. freight, packing & forwarding, transit insurance and bank charges will be applicable as extra.

b) For consignment value above Rs.20,000/- F.O.R. Terms applicable will be F.O.R. destination, i.e. freight, packing & forwarding, transit insurance and bank charges will be borne by the supplier.

c) Wherever the F.O.R term is For-destination, the firm can offer special discount for F.O.R Ex-works

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7. Fall Clause

The firm shall inform ASRTU in writing within 30 days positively from date submitting lower rate(s) and/or any better terms & conditions offered to any member STUs or any Govt./Semi Govt. owned organization directly or by any of its Sole Selling Agent/Distributor for which this contract is established.

ASRTU shall have the right to take any action as stipulated under Fall Clause of tender documents in the event of firm not informing the lower rate(s) and/or any better terms & conditions within 30 days positively.

An **AFFIDAVIT** to this effect is already obtained with the tender

The purchasing STU shall ensure that the details of lower rates and/or better terms than those agreed in this contract if offered by the firm are duly communicated to ASRTU without delay.

8. Payment Terms

(a) 2% Cash discount on total invoice value for 100% payment through bank, if documents are retired by STUs within 15 days from the date of receipt of the intimation from the collecting bank or 15 days from the actual date of receipt of consignment at the destination (at transporter's godown) whichever is later.

(b) Bank Commission/Charges, if any will be borne by the firm.

(c) The firm shall also furnish the security deposit to the extent of 5% in case of Rate Contract holder firm and 7.5% in case of Trial Rate Contract holder firm, of the value of the orders or Rs.75, 000/- whichever is lower, if asked by the STU. The Security deposit could be in the form of bank guarantee

(d) Notwithstanding the above clauses, the STUs are left with the option of deciding/negotiating the value of security deposit based on the quantum and value of the orders placed by them.

(e) Member STUs may also negotiate the payment term with the supplier mutually acceptable to both.

(f) Where the firm experiences difficulties in realizing payment from member Undertakings, it may choose to request the Chief Executives of the member Undertakings concerned and also the Secretary, Standing Committee(S&C). If the payment still remains outstanding the contract holder has the following remedies;

I. If the payment remains outstanding for more than one month, give request letter to the Chief Executives of concerned Undertakings asking for immediate payment and advise them that future supplies would be made only with 100% payment terms. The supplier shall be allowed to apply 100% Payment Terms on all future supplies to concerned STUs only till the dispute regarding outstanding payment is resolved and after that the supplier shall automatically revert back to the existing approved payment terms for future supplies.

II. Even after such a notice, if the outstanding continues for another month, it may give notice to the concerned Undertaking by charging interest at 12.00% p.a. on such amount remaining outstanding with request that future supplies will be with advance payment against Performa invoice.

III. It may invoke Arbitration Clause as mentioned at Clause 13 of General Conditions of Supply in those cases where STU concerned and the supplier have agreed to the applicability of this clause.

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Details of Volume Discounts(if any)

Single Order quantity/value Discount

Annual quantity/value Discount

ORDER ABOVE 1000 -2000 NOS DISC 1%

NIL

ORDER ABOVE 2000-5000 NOS DISC 1.25%

ORDER ABOVE 5000 TO 10000 NOS DISC 1.50%

ORDER ABOVE 10000 NOS DISC 2%

Note: The annual Volume Discounts shall be applicable for total business awarded by different Zones/ Units/ Divisions/ Regions of individual STUs, during 12 months from the date of commencement of the contract.

10. Taxes & Duties- extra as applicable at the time of supply : (in %)

GST - 28%

If there are any changes in Excise Duty and taxes, it will be the responsibility of the firm to immediately inform the change to ASRTU and concerned STU so as to get it amended before executing supplies.

11. Price Variation Clause (i - General)

a) In General no price increase will be allowed for the first year of contract period.

b) For the second year of the contract period, a price increase, on request of the supplier, may be considered and decided by Price Revision Sub-Committee (PRSC) /SC(S&C) on account of increase in the prices of raw materials, Govt. levies and other input cost.

c) In the event of reduction of Govt. levies, taxes and inputs cost during the pendency of the contract, the firm shall have to furnish the details of such reduction in prices to ASRTU immediately. In absence of such information from the firm, Secretary, SC (S&C) will be at the liberty to reduce the rates from suitable date.

d) Once the price increase during the contract period is granted by PRSC to the firm, the firm should hold the prices firm for the period of minimum six months from the date of grant of price increase.

e) The date of applicability of price revision will also be decided by the PRSC.

However, the pendency of any claim or dispute on Price Variation or price Revision shall not relieve the supplier from the obligation to supply the contracted stores in accordance with the delivery schedule at the existing prices with the existing terms and conditions. (Refer Clause no. 2 of General Conditions of Supply)

(ii-Specific to Contract)

The Prices are quarterly adjustable (upward/downward) based on the average MoCI index for Iron & semis/ Pig Iron/Finished Product. Increase/ Decrease on the Prices are applicable only when the variation in average index of MoCI is 5% or more from the base index.)

(iii- For Automotive Batteries -refer annexure "P" for Price Variation Clause.)

12. Quantity :

Manufacturing capacity : 6 LAC NOS/YR

Maximum quantity offered to STUs : 15000 NOS/MONTH

13. Delivery Period:(from the date of receipt of confirmed order)

Within 30 Days

14. Use of the product as O.E

: TATA -> No

LEYLAND -> No

(Firm is having O.E. status for the items marked * in item schedule. The Sr. No. of the OE items have further be indicated at the end of schedule for more clarity).


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15. Whether the firm is having
TS-16949 Certification :

NO

16. whether the firm registered with :
the DGS&D

No

17. ASRTU Secretarial Administrative Rebate Payment* :

A) The supplier shall pay 2% Secretarial Administrative Rebate, unless otherwise specified, on value of invoice (Basic Rate + Excise Duty and exclusive of Sales Tax & other Taxes, if any) on all supplies made to the STUs plus GST (as applicable) calculated on Gross Rebate amount, within the due period as specified in clause 17(C). The condition of payment of 2% rebate to ASRTU includes the supplies made in following situations :

- i. Supplies made against the Rate Contract/Trial Rate Contract finalized by ASRTU.
- ii. Supplies made against contracts finalized by member STUs on the basis of open/limited tenders invited by them for the same specifications/slightly modified specifications.
- iii. Supplies made against negotiated rates, turnover discounts per annum basis/volume discounts etc. finalized by STUs. The declaration to this effect has already been obtained from the firm.

The ASRTU shall have the right to deduct the outstanding payment due from the firm from the deposits available with ASRTU or take any action as deemed fit in the event of not informing/making full rebate payments by the firm (including its appointed distributor/ sole selling agent) for all the supplies made to STUs under above situations.

All member STUs through their nodal officers are requested to send their payment released details (including divisions, depots and workshops) in favor of the firm on monthly basis in the prescribed format, along with declaration certificate to the Secretary, Standing Committee (S&C) office, ASRTU at New Delhi.

B) Minimum Amount of Rebate Payable to ASRTU

All the suppliers/contract holders shall pay a sum equivalent to 2% (two percent) unless otherwise specified plus GST (as applicable) on Gross Rebate amount on all supplies made to the ST Undertakings. However, it is essential for all the contract holders to pay a minimum secretarial administrative rebate to ASRTU irrespective of the sales made by the firm to STUs in the following manners:

- i. Long Term Rate Contract holder shall pay minimum rebate of Rs.1 lac per annum plus GST(as applicable).
- ii. The contract holder shall have to pay a minimum rebate equaling to EMD per contract for two years contract period plus GST (as applicable).
- iii. In case of issue of contract for the period of one year, the value of minimum rebate required to pay during the contract would be 50% of the EMD plus GST(as applicable)

Payment of rebate amount as mentioned above shall be a pre-requisite for timely issuance of new contract, up-gradation of contract and issue of any circular in favour of the firm during the period of contract, etc.

C) Provisions of Incentive/Penalty for Rebate Payment

i. To relieve hardship to suppliers, a provision has been made that suppliers can pay secretarial rebate to ASRTU on the basis of actual PAYMENT RECEIVED by them during the quarter. However, for the supplies made during the quarter and if payment is not received in the same quarter, the supplier can release the rebate payment in the quarter when the payment is actually received.

ii. The rebate payment to ASRTU shall be accompanied with the information in the prescribed Proforma in respect of the payment received from Member STUs during the respective quarter along with the requisite certificate by the supplier's auditor.

Secretary SC (S&C)

Sr. AD (Audit)

AD (RC)

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i. The rebate payment along with requisite information/certificate shall be provided to ASRTU office within one month from the end of the respective quarter. An **incentive of 5%** of the rebate amount paid within the prescribed time of one month will be allowed to be adjusted by the firm during releasing of rebate for next quarter.

iv. The payment of rebate shall be made by way of Demand Draft/Local Cheque payable at New Delhi and no outstation cheque will be accepted.

v. If the supplier fails to make the payment of rebate within due date (as specified in clause 17(C)(iii) above) **interest on GST** as applicable and **simple interest @ 12% on Rebate** from the date of completion of two months from the end of the quarter, will be levied on the delayed payment. The supplier is also liable for payment of statutory penalty if any arises due to delay payment made on their part.

vi. If the supplier fails to make payment even within six months from the date of completion of the quarter, their contract (RC/TRC) may be converted into **Provisional contract** for the period of 3 months stating the reason that "due to non-payment of ASRTU secretarial rebate, the contract is converted into provisional contract". However, the levy of **12% interest along with interest on GST** due as applicable as per clause (C)(V) will continue during the provisional contract period also.

vii. If the supplier finally fails to pay the rebate amount even during the provisional contract period i.e. within the 9 months of completion of the quarter, the contract thereafter may be **suspended**.

viii. Restoration of the original status to such supplier will only be with approval of SC(S&C) and on full and final clearance of all dues of ASRTU with interest for delay in payment.

Remarks:-

If the supplier finally fails to pay the rebate to ASRTU then purchasing STUs will be requested to deduct the ASRTU estimated rebate value from their payable bills to the firm (like pending bill, security deposit, etc.) and send to ASRTU under intimation to the firm.

* **Rebate clause subject to further amendments (as per provisions of GST Act) to be circulated subsequently.**

18. Jurisdiction of court:

Any dispute arising between the ASRTU and any tenderer shall lie within the jurisdiction of courts within the NCT of Delhi.

19. Other condition:

(a) The firm agrees to abide by the condition of the tender and general conditions of supply of the Rate Contract. However they should not be inconsistent or repugnant to the provisions in this Schedule.

(b) The firm agrees to complete all the outstanding orders against the last Year's Rate Contract providing for supplies within a period of three months from the last date of the contract period at the last year's contract rates or at the rates of New Rate Contract whichever may be lower.

(c) The Bank Guarantee if demanded be submitted at the Corporate level or at the Head Office level of the individual STU and not at the various purchasing units of the STU.

(d) Deletion of items from the contract

On receipt of consecutive Three "C" graded test reports for the same item, the item will be deleted from the contract, in line with the policy laid down by the Standing Committee(S&C).

The deleted item is eligible for restoration on receipt of consecutive 2 "A" Grade Test Reports for same item and part number.

20. Remarks if any:

Secretary SC(S&C)

Sr.AD(Audit)

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Annexure –I

Specifications for Automotive Batteries

SL. NO.	SPECIFICATION NO.	DESCRIPTION
1	AS:311:82:JUL:2015	Lead Acid Storage Batteries with Light Weight & High Cranking Performance for Heavy Commercial Vehicle
2	AS:347:67:Jul:2004	Moulded Container alongwith Lid for Lead Acid Storage Batteries with Light Weight and High Cranking Performance for Heavy Commercial Vehicles
3	AS:62:82:JU;:2015	Lead Acid Storage Batteries For Motor Vehicles

Guarantee:-

For New Batteries with a minimum guarantee of 24 month.

Note :-

1. Worked out rates of Scrap Batteries with New Hard Rubber and Light Batteries would be as under :
 - a) Percentage of Scrap Batteries with New Hard Rubber Batteries would be **25% of Basic Cost.**
 - b) Percentage of Scrap Batteries with New Light Weight Batteries would be **16% of Basic Cost.**


Secretary, SC(S&C)


Sr A.D (Audit)


A.D(RC)

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ANNEXURE TO SCHEDULE "9"
G0141 GOLD STAR BATTERY P LTD



Ref. ASRTU/SC(S&C) / 08400 / 9 / G0141 - 1 / 2017-2019

Manufacturer of 08402 NEW BATTERIES WITH CONDITION OF RETURNING EQUAL NUMBER OF BATTERIES

Sno	Sch No	Item Id	Partno	Description	Basic Price/ Each in Rs F.O. R DESTN (Excl of GST)
1	1	70301001084 02000000		12 V NEW BATTERY (LIGHT WEIGHT) 100 AH	5,151.00
2	2	70301002084 02000000		12 V NEW BATTERY (LIGHT WEIGHT) 120 AH	6,251.00
3	3	70301003084 02000000		12 V NEW BATTERY (LIGHT WEIGHT) 150 AH	7,800.00
4	5	70301004084 02000000		12V NEW BATTERY (LIGHT WEIGHT) 180AH	9,250.00

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AD(RC)

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Firm name **G0141 GOLD STAR BATTERY P LTD**

rates for the quarter 01-JUL-17 to 30-SEP-1

Procurement Group 08400 **AUTOMOTIVE BATTERIES**

Period of Contract 01/07/2017 to 31/03/2019

Rates for raw materials [LEAD] for the preceding quarter 01-MAR-17 to 31-MAY-17


Average price of LEAD in Rs. 171,091.00

Sub Procurement group 08402 **NEW BATTERIES WITH CONDITION OF RETURNING EQUAL NUMBER OF SCRAP BATTERIES**

sch_no	Item Id	Description	Basic Rate	NETT PRICE PER EACH F.O.R DESTN. EXcluding of ED & TAXES
1	703010010 840200000 0	12 V NEW BATTERY (LIGHT WEIGHT) 100 AH	5,151.00	5,297.64
2	703010020 840200000 0	12 V NEW BATTERY (LIGHT WEIGHT) 120 AH	6,251.00	6,415.86
3	703010030 840200000 0	12 V NEW BATTERY (LIGHT WEIGHT) 150 AH	7,800.00	8,026.47
5	703010040 840200000 0	12V NEW BATTERY (LIGHT WEIGHT) 180AH	9,250.00	9,539.81

- (a) Percentage of Scrap Batteries with New Hard Rubber batteries would be 25%(of basic cost)
(b) Percentage of Scrap Batteries with New Light Weight batteries would be 16%(of basic cost)


Secretary SC(S&C)


Sr. AD (Audit)


AD(RC-II)


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ANNEXURE "P"

ANNEXURE TO ITEM SCHEDULE

LEAD ACID STORAGE BATTERIES FOR MOTOR VEHICLES

Please quote for Lead Acid Storage Batteries as per Specification No. AS:62:68:DEC:2004, AS:311:69:JUL:2005 and AS:347:67:JUL:2004 in the Item Schedule. This Schedule is divided into Two Sub-Groups as listed below:-

- Sub-Group - 1 New Batteries (AS:62:68:DEC:2004) with the condition of returning equal number of Scrap Batteries.
- Sub-Group - 2 New Batteries (AS:311:69:JUL:2005 & AS:347:67:JUL:2004) with the condition of returning equal number of Scrap Batteries.

FOR DETAILED PRICE VARIATION CLAUSE

Tenderers can quote either the Calling Bid Price or any price within the band of 10% above or below the Calling Bid Price (CBP) mentioned for each item in the tender which is worked out after considering the Lead price Rs.162414/- PMT (average Lead price of HZL for the month of September, October & November, 2016) and conversion charges. CBP is defined under "Most Important Information".

Subsequently, prices on account of variation in average Lead price would be revised quarterly by the Secretariat ASRTU. (Subject to clearance of ASRTU rebate up to previous quarter).

Illustration may be referred as below:

Lead escalation factors for New Batteries to allow price revision shall be as per **Annexure -I**

ILLUSTRATION

- a) Calculation of rates for the quarter April to June, 2017
- Average Lead price at the time of tender Rs. **X**. PMT (Here Rs 162414/- PMT)
 - Average Lead price for quarter Dec' 16, Jan' 17 & Feb' 17 Rs. **Y**. PMT
 - Revision for above said quarter $(Y-X)/100 = Z$
- b) Calculation of the rates for quarter 1.4.2017 to 30.6.2017
- 12V New Battery (Light Weight) 150 AH, say Quoted Rate of firm 'A' Rs.3600.00.
 - Escalation factor of Lead per unit = 2.61 (refer **Annexure I**)
 - Price variation for above items = $2.61 \times Z$
 - Net rate for 12V, New Battery (Light Weight) 150 AH of firm 'A' = Rs 3600+ $(2.61 \times Z)$.

GUARANTEE :

Tenderers shall offer New Batteries with a minimum guarantee of 24 Months.


Secretary, SC(S&C)


Sr. AD(Audit)


AD(RC)

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ANNEXURE - I

LEAD ESCALATION FACTORS FOR NEW BATTERIES FOR EVERY RS 100/- MT CHANGE IN HZL LEAD PRICE		
Schedule Sl. No.	Description	LEAD ESCALATION FACTORS
1	12 V NEW BATTERY (LIGHT WEIGHT) 100 AH	1.69
2	12 V NEW BATTERY (LIGHT WEIGHT) 120 AH	1.90
3	12 V NEW BATTERY (LIGHT WEIGHT) 150 AH	2.61
4	12 V NEW BATTERY (LIGHT WEIGHT) 165 AH	2.97
5	12 V NEW BATTERY (LIGHT WEIGHT) 180 AH	3.34
The above factors for revision in prices shall be applicable to all the contracts for Batteries.		

Percentage of rebate for Scrap Batteries

- Percentage of rebate for scrap batteries with new hard rubber batteries would be 25% (of Basic Cost)
- Percentage of rebate for scrap batteries with new light weight batteries would be 16% (of Basic Cost)

Secretary, SC(S&C)

Sr.AD(Audit)

AD(RC)

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Automotive Batteries

1. M/s Amaraja Batteries Ltd.
Plot No.D-9, 503, Gopal Heights
5th Floor, Netaji Subhash Place
Pitampura
New Delhi-110034

2.M/s Exide Industries Ltd.
6A, Hatiabagan Road
Entally
Kolkata-700014

3.M/s Tata AutoComp GY Batteries Pvt Ltd.
Plot No. C-2, MIDC, Ranjangaon
Taal-Shirur
Distt Pune -412 220

4.M/s Action Batteries P Ltd.
C-105, Focal Point Extension
Jalandhar - 144004
Punjab

5.M/s Sai Accumulator Industries
Plot No.52,
Sangamner Co-op.Industrial Estate Ltd.
SANGAMNER - 422608
Distt. Ahmednagar, MAHARASHTRA

6.M/s Gold Star Battery Pvt Ltd.
Rajkot Road
Hapa
Distt. Jamnagar (GJ)-361120

7.M/s Pilot Industries Ltd.
SS-14, Aditya Mega Mall
CBD Ground
Delhi-110092

8.M/s Southern Batteries P Ltd.
328, Bommasandra-Jigani Link Road
Jigani Industrial Area
BANGALORE-562106

9. M/s Deepak Power Storage Enterprises
Deepak Road
Industrial Area B
Ludhiana

10 M/s Dishant Engg. Works
144/145, J N Mukerjee Road
Plot No 48, Near Shakit Pir
Ghusur
Howrah-711107

11.M/s Eastman Auto & Power Ltd.
572, Udyog Vihar Phase V
Gurgaon-122001