ರೈಲು ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಕಂಪನಿ (ಕರ್ನಾಟಕ) ನಿಯಮಿತ

रेल इन्फ्रास्ट्रक्चर डेवलपमेंट कंपनी (कर्नाटक) लिमिटेड

Rail Infrastructure Development Company (Karnataka) Limited

Yesvantpur – Channasandra and Baiyyappanahalli – Hosur Doubling Projects

BID DOCUMENT

for

"Manufacture and supply of CMS Crossings - 60kg : 1 in12 and 1 in 8.5 "

Date : 30.01.2021

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

#8, 1st Floor, Samparka Soudha, Dr.Rajkumar Road,

Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru – 560 010

Tel – +91 63648 90810,
+91 63648 90811,
E Mail – md@kride.in

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KRIDE

Yesvantpur – Channasandra and Baiyyappanahalli – Hosur Doubling Projects in Bangalore Division of South Western Railway.

B I D D I N G D O C U M E N T S

For the work of

"Manufacture and Supply of CMS Crossings - 60kg : 1 in 12 and 1 in 8 1/2 ".

K RIDE

IFB No: K-RIDE/DL/04/2021 **Date : 30.01.2021**

Employer: K RIDE (Rail Infrastructure Development Company (Karnataka) Limited)
#8, 1st Floor, Samparka Soudha, Dr.Rajkumar Road,
Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru – 560 010
Tel – +91 63648 90810,
+91 63648 90811,
E Mail – md@kride.in

NOTICE

FOR

INVITATION FOR BIDS

(IFB)

K RIDE

Rail Infrastructure Development Company (Karnataka) Limited

INVITATION FOR BIDS

Bid Notice No. K-RIDE/DL/04/2021 **Date : 30.01.2021**

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K RIDE), having its Corporate office at **#8, 1st Floor, Samparka Soudha, Dr.Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru – 560 010**, India which is a Joint Venture of Government of Karnataka and Ministry of Railways set up as a wholly owned Government Company under the provisions of Section 2(45) of Companies Act 2013, invites bids under single stage single packet system for the following work:

Sl. No.	Name of work	Estimated Cost of Project (in Cr)	EMD (in Rs.)	Period of Completion
I	**Manufacture and Supply of CMS Crossings - 60kg : 1 in12 and 1 in 8.5**	**₹ 2.43 /-**	**4,86,605/-**	**11 months**

K RIDE

Note: For exemption of Bid Security Declaration form should be filled by only by the non MSMEs.

1. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Instruction to Bidders “Evaluation and Qualification Criteria” of bid document.

2. Bids must be accompanied by a bid security as mentioned above in any one of the forms as specified in the bidding documents and shall have to be valid for 42 days beyond the validity of the bid.

3. Bidding Documents can be downloaded free of cost from K RIDE website **www.kride.in** from **30.01.2021** and the bids can be submitted on the downloaded document.

   Please note that drawings, if any, referred in the bid document, but not uploaded with the bidding document, can be viewed in this office on any working day.

   It will be the responsibility of the bidder who is submitting the bid on downloaded bidding documents to check and see any Addendum/Corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all Addendum/Corrigendum.

In case of any clarification the tenderer can visit the Rail Infrastructure Development Company (Karnataka) limited Corporate Office Bangalore at **#8, 1st Floor, Samparka Soudha, Dr.Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru – 560 010**

4. **Purchase Preference:** Shall not apply to Central Public Sector Enterprises, as per extant rules in force.

5. **Special Provisions for Micro, Small & Medium Enterprises (MSMEs):** MSMEs registered with District Industries Centers / Kadhi and Village Industries Commission/ Khadi and Village Industries Board/Coir Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ 'Udyog Aadhaar' – The Online Portal of MSMEs/ Any other body specified by Ministry of MSME are exempted from the payment of Bid document fee and proposal security for this tender.

6. The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' (Annexure I of IFB) shall be applicable in addition to the other provisions in the bidding documents in this regard.

7. **Date of Receipt and opening of Bids:** The completed Bids must be dropped in the nominated tender box or delivered to the address below not later than **15.00 hrs** on- **03.03.2021** and the same shall be opened at **15.30 hrs**. in the same day in the presence of Bidders who choose to be present. K RIDE will not be responsible for any delays in receiving the Bidding documents by the Bidder or receipt of Bids by K RIDE.

8. **Address for Communication:** Interested eligible Bidders may obtain further information from the following address:

General Manager (Civil),
Rail Infrastructure Development Company (Karnataka) Limited,
#8, 1st Floor, Samparka Soudha, Dr.Rajkumar Road,
Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru – 560 010
Tel – +91 63648 90810,
+91 63648 90811,
E Mail – md@kride.in

Contract Data

Contract Data

Conditions	Data
Employer's name and address	Rail Infrastructure Development Company (Karnataka) Limited (A Joint venture of GoK and MoR) #8, 1st Floor, Samparka Soudha, Dr.Rajkumar Road,Opposite Orion mall, Rajajinagar 1st Block, Bengaluru – 560 010. Tel – +91 63648 90810, +91 63648 90811, E Mail – md@kride.in
Employer's Representative	General Manager (Civil), Rail Infrastructure Development Company (Karnataka) Limited #8, 1st Floor, Samparka Soudha, Dr.Rajkumar Road,Opposite Orion mall, Rajajinagar 1st Block, Bengaluru – 560 010. Tel – +91 63648 90810, +91 63648 90811, E Mail – md@kride.in
Engineer's name and address	*Will be notified later*
Electronic transmission systems	Not permitted
Address for Communication to Employer	General Manager (Civil), Rail Infrastructure Development Company (Karnataka) Limited #8, 1st Floor, Samparka Soudha, Dr.Rajkumar Road,Opposite Orion mall, Rajajinagar 1st Block, Bengaluru – 560 010. Tel – +91 63648 90810, +91 63648 90811, E Mail – md@kride.in
Governing Law	The Laws of Republic of India
Ruling language	English
Language for communications	English

Conditions	Data
State Capital Applicable	Bangalore.
Employers' Bank details for LC **(a) Nodal Branch** **(b) Issuance/ reimbursing branch for LC**	(a) IDBI Bank, 11, First Cross, Gandhinagar, P B No. 9931, Bangalore 560009 IFSC Code – IBKL0000551 (b) Should be indicated later
Maximum Total Liability of the Contractor	Accepted Contract Amount
Jurisdiction of Courts	Bangalore
Bidding type	Normal Tender
Tender Notice No	**K-RIDE/DL/04/2021 Date : 30.01.2021**
Evaluation Criteria	Item wise / Consignee wise
Pre-Bid Conference Required	No
Tendering Section	STORES
Inspection Agency	CONSIGNEE
Procure From Approved Sources	Yes
Validity of Offer (Days)	120
Tender Doc. Cost (INR)	0.00
Contract Category	Expenditure
Tender Type	Open - Indigenous
Bidding System	Single Packet
Pre-Bid Conference Date Time	Not Applicable
Publishing Date / Time	**30.01.2021**
Approving Agency	RDSO
Closing Date Time	**03.03.2021** , 15:00 hrs
Ranking Order for Bids	Lowest to Highest
Earnest Money (INR)	**4,86,605/-**
Payment Terms	100% payment against receipt, inspection and acceptance of material by RDSO factory premises.

Conditions	Data
Statutory Variation Clause	Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State/ Central Governments in respect of the items stipulated in the contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period shall be to KRIDE account. Only such variation shall be admissible which takes place after the submission of bid. No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate. No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/ contractor.
Option Clause	The purchaser shall be entitled to vary the order quantity upto +/- 30% anytime within the delivery period (including extended delivery period) on the same terms and conditions. The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer. The purchaser shall be entitled to exercise +/- 30% option clause in one or more than one instalment as long as the total variation in quantity does not exceed the limit of 30% of ordered quantity.
Standard Governing Conditions	IRS Conditions of Contract: The contract shall be governed by latest version (along with all correction slips) of IRS conditions of contract, and all other terms and conditions incorporated in the tender documents.

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Tender Conditions, Schedule & Annexure's

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SECTION I

1 INSTRUCTION TO TENDERERS FOR MANUAL PROCUREMENT.

1.1 Before filling up the tender form, please read the following (i) Instructions to tenderers for Manual procurement, (ii) General Tender Conditions, (iii) Special Tender Conditions, (iv) IRS Condition of Contract as applicable.

These are available in the website www.kride.in The contract and supply will be governed by these conditions. Your signature and Tender form will be indicative that you have read and accepted all the conditions and undertake to abide by these conditions unless specifically denied/mentioned by you in your offer.

1.2 MD/KRIDE hereinafter referred to as the purchaser Invites tender for **"Manufacture and supply of CMS Crossings - 60kg : 1 in12 and 1 in 8.5"**

1.3 The contract if placed shall be governed by (i) the latest version of IRS terms and conditions of Contract (ii) Instruction to tenderers for Tenders iii) General Tender Conditions (iv) Special Tender Conditions.

1.4 It will be presumed that the firms who have submitted the Bid along with other payments as applicable and necessary documents have thoroughly gone through the IRS Conditions of Contract and have accepted the same, unless otherwise specified by the firm for any deviations in the terms and conditions of IRS Conditions of Contract.

2 TENDER DOCUMENT

2.1 Tender Document consists of:
(i) Instructions to Tenderers for Procurement
(ii) General Tender Conditions,
(iii) Special Tender Conditions
(iv) IRS Conditions of Contract as applicable
(vi) Offer form

2.2 Manual offers are only accepted.

2.3. COST OF TENDER DOCUMENT

Tenderer(s) have to download the Tender from the KRIDE website www.kride.in. Since tenders are downloaded online, the cost of the tender document need not be paid.

3 Filling of Tenders

3.1 Tenders should be duly filled in (On assigned space), duly signed Signature and submitted in KRIDE corporate office.

3.2 Tenders must fill in the offer form which is enclosed as Annexure – A and tender schedule form as in Annexure – B. The tenderers are to quote the Basic Rate, GST in Figures and Words on the space provided in Columns and Rows separately.

3.3 Firms should accept all IRS Conditions of Contract. Any condition not in conformity with IRS Conditions of Contract will not be considered.

3.4 Tenderer (s) is advised to quote minimum 50% of the tender quantity. Any offer quoting less than 50% of the tendered quantity (or the minimum quantity specified in the tender conditions) will be treated as unresponsive.

3.5 Delivery is required to be made at the place as mentioned in the FOR/FOT column who is Assigned Engineer /Stores/KRIDE between Yesvantpur – Channasandra & Baiyyappanahalli - Hosur doubling section, the Consignee of the tendered item. Any deviation from the same may be considered as commercially unresponsive and the offer is liable to be ignored.

3.6 Deliveries are preferably to be made by road transport.

3.7 Offers should be valid for 120 days after closing date of tender. Any offer having lesser validity shall be deemed as commercially unresponsive and will be liable to be rejected.

3.8 Tenderer(s) must clearly indicate whether they are registered with RDSO/NSIC for supplying the quoted item and if so, they must mention their Registration Number and the monetary limit in the rate page.

3.9 Any financial remarks indicated in Annexure-B will not be taken for evaluation and will be summarily rejected.

3.10 The Tenderer (s) are required to quote in the same rate per unit as given in the tender schedule. Any Deviation in this aspect will make the offer invalid.

4 Drawing & Specifications:

Specification as well as drawings of the tendered item(s) are priced publication and may be obtained directly from the Director General/Quality Assurance (Civil), Research Designs & Standard Organization, Manak Nagar, Lucknow -226011,Uttar Pradesh on payment.

5 Documents to be Submitted bid:

5.1 Copy of the following documents should be submitted along with the bid.
(a) Performance statement against Railways orders for supply of same items. Correct status/supply position of pending orders, if any, should be invariably indicated. Supporting Documents are to be Submitted.
(b) Supply/Purchase orders including inspection certificates issued by RDSO/RITES and receipt notes to substantiate their past performance.
(c) Details of machinery & plant, other equipment, testing facilities, quality Management/control systems and details of technical manpower available.
(d) Letter of approval from RDSO indicating current validity and approval of their QAP by RDSO wherever applicable.
(e) Current and valid NSIC certificate, if registered with NSIC for the standard item.

6 Bid submission:

6.1 Bid along with the relevant documents must be submitted duly signed by the Tenderer

6.2 Tenderer(s) must look out for NIT as soon as it is available in the www.kride.in Website and submit their offer in advance without waiting for the closing date and time, to avoid last minute hazles K RIDE is not responsible for non-Participation of vendors due to any reasons on the day of tender closing time.

6.3 Bids received only in the tender box available in KRIDE office.

6.4 The procurement system does not permit submission of any offer after the closing date and time of that tender. Hence, there is no scope of any late or delayed offer in the offline bidding process.

6.5 **Earnest Money Deposit (EMD) for Stores Tenders:**

6.5.1 There shall be No exemption from submission of EMD for any tender or by any tenderer except following:

(a) Tender cases of value up to Rs. 25(Twenty five) lakh.
(b) Micro and small Enterprises (MSEs) registered for the tendered item in terms of Railway Board's letter No.2010/RS(G)/363/1 dated 05.07.2012.
(c) Other Railways & Government departments in terms of Railway board's letter No. 2004/RS(G)/779/11 dated 24.07.2007
(d) Indian Ordinance Factories in terms of Railway Board's letter No. 92/RSS(G)/363/1 dated 08.04.1993
(e) PSUs owned by Ministry of Railways & PSUs for the group of items that are manufactured by them in terms of Railway board's letter No. 2003/RS(G)779/5 dated 10.09.2004.
(f) **Earnest Money Deposit to be submitted in favour of RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K RIDE) Payable at Bangalore.**
(g) As per Railway Board letter No. 2020/RS(G)/779/16 dated: 27.11.2020(applicable to all tenders issued till 31.12.2021), all bidders shall be exempted from submission of EMD in all tenders except those disqualified from such exemption.

(h) All bidders shall be required to sign the bid securing declaration as follows:
"I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the Performance Security/Security Deposit, fail to submit the Performance Security/ Security Deposit before the deadline defined in the request for bid document/Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit and Performance security/Security Deposit for a period of 6 (six) months, from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period".

(i) Wherever, there are compelling circumstances to ask for Ernest Money Deposit / Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender or concerned Board Member

6.5.2 Offers submitted without EMD shall be summarily rejected.

6.5.2.1 Forfeiture of Earnest Money: Railways have the right to forfeit the Earnest Money Deposit if the tenderer withdraws his offer within its validity period.

6.5.3 Tenderer(s) is/are required to deposit Earnest Money as given below:

Estimated value of tender	EMD (rounded off to nearest higher Rs. 10 (ten))
Above Rs. 25 lakh and upto Rs. 50 Cr	@2% of the estimated value of the tender subject to max. Rs. 20 lakh.
Above Rs. 50 Cr.	Rs. 50 lakh.

6.5.3.1 The Tenderer(s) who do not furnish earnest money should clearly indicate in his/their offer the reason for not furnishing the earnest money deposit and failure to do so will be taken as unwillingness on his/their part to deposit earnest money, and offer will be summarily rejected.

6.5.3.2 In exceptional cases exemption from seeking EMD shall be decided prior to issue of tender and suitably incorporated in tender conditions. Exemption shall require personal approval of the authority, on case to case basis, competent to issue the tender based on estimated value thereof, but not below the SAG level including SAG officers in the field units namely GM/Civil/K-RIDE

6.5.4 The release of EMD of unsuccessful tenderers after tender is finalized:

6.5.4.1 EMD of unsuccessful bidders or tenderers shall be released immediately after finalization of the tender. The purchaser may initiate the process of release just after the tender is finalized,

6.5.5 The earnest money should be payable for all indigenous offers.

6.5.6 The Managing Director / KRIDE, Bengaluru reserves to himself the right to confiscate the earnest money deposit, if the tenderer(s) fails/fail to deposit the security money in terms of clause No. 13 of tender conditions.

6.5.7 The under noted categories of tenderers are exempted from depositing the earnest money.

1) In addition MSEs (Micro, Small Enterprises) registered with the following are eligible to quote the tender without EMD.

- District Industries Centres
- Khadi and Village Industries Commission
- Khadi Village Industries Board
- Coir Board
- National Small Industries Corporation
- Directorate of Handicraft and Handloom
- Any other body specified by Ministry of MSE

2) In pursuance of the Public Procurement Policy on MSE, it has been decided that:

- MSEs registered with the above agencies for the tendered item will be exempted from payment of Earnest Money.
- In tenders, participating MSEs, quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 20% of the total tendered value in which 4% from MSEs owned by SC/ST entrepreneurs.

3) "MSMEs who are interested in availing themselves of these benefits will enclose along with their offer the proof of their being MSME and such MSMEs with any of the above agencies mentioned in the notification of Ministry of MSME.

4) The MSEs must also indicate the terminal validity date of their registration.

Failing to furnish the details as asked for in (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

6.5.8 EMD should remain valid for a period of **45 days** beyond the final bid validity period.

6.5.9 Tenderer(s) thus exempted from earnest money deposit must state in their quotation the category to which they belong giving registration particulars with a photocopy thereof.

7 Tender Opening

7.1 Tender Boxes will be opened only after stipulated closing date and time.

7.2 Tender Boxes will be opened by minimum two authorized KRIDE officials using their secure Permissions & private keys.

7.3 Vendor shall not be required to be present in the KRIDE office for any tender opening process.

7.4 Not Applicable

7.5 KRIDE does not guarantee opening of the tenders immediately after the closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also.

SECTION - II

GENERAL TENDER CONDITIONS

8. GST (Goods and Service Tax):

8.1 GST shall be applicable from 1st July 2017.
8.2 All the bidders/tenderers should ensure that they are GST compliant and their coded tax structure/rates are as per GST law.
8.3 Each invoice issued for services/rendered/supplies made by IR should contain following fields.

a. Name, address and GST identification Number (GSTIN) of IR of each state.
b. Consecutive serial number of the invoices (ticket stationery no./PNR/FNR/Invoice, as the case may be) with a continuity check.
c. Date of issue of the invoice.
d. Name, address and GSTIN or UIN, if registered, of the recipient.
e. Name and address of the recipient and the address of the delivery.
f. HSN code (for supplies) or Accounting Code of Service (for services).
g. Description of goods or services.
h. Quantity and unit.
i. Total value of supply of goods/and or services.
j. Taxable value of supply of goods and/or services taking into account discount or abatement, if any.
k. Rate of tax (Central GST, State GST, Inter State GST, Union Territory GST or cess).
l. Amount of tax charged in respect of taxable goods or services (CGST, SGCT, IGST, and UTGST or cess).
m. Place of supply along with the name of State (in case of a supply in the course of inter-state trade or Commerce).
n. Whether the tax is payable on reverse-charge basis?
o. Signature of the supplier or his authorized representative (exemption is being sought in respect of PRS/UTS/FOIS issued tickets/invoices).

8.4 In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the KRIDE shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

8.5 For purpose of payment the firms should comply with the following:

a) Submit the invoice/bill clearly indicating the appropriate HSN and applicable GST rate thereon duly supported with documentary evidence.
b) Give a declaration that any additional Input Tax credit benefit, if become available to supplier, the same shall be passed on to purchaser without any undue delay.

8.6 Imposition of GST on freight and free rails issued for the manufacture and supply of all types of switches, SEJs, Glued Joints and Crossings (involving free supply of rails).

Imposition of GST on free rails issued for the manufacture and supply of these items and freight thereon has been got examined by Accounts Directorate of Rly.Bd., and it is clarified that a registered person may under intimation and subject to such condition as may be prescribed, send any inputs or capital goods, to a job worker for a job work without payment of GST for a specified period through bill of supply. Therefore, rails are to be issued to fabricators through a bill of supply without any incidence of charging GST and thereafter when a final output is received back only for the portion of improvements cost to the rail i.e improved SEJs, glued joints etc and job work charges thereto, appropriate GST rate will be paid by KRIDE.

8.7 Any other GST rules or modifications as issued from time to time by the Railway Board / KRIDE are applicable in this contract till completion of this contract in all respects.

8.8 Entry Tax/Exit Tax/Octroi Duty:

The purchaser will not bear any Octroi charges, and if required will issue Octroi exemption certificate only. In event of Octroi Exemption certificate not being honoured by the concerned Municipal Authority, Octroi charges become payable, the supplier will have to bear the Octroi charges in terms of IRS Conditions of Contract. Entry tax if any shall be borne by the supplier.

9 PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

9.1 The tenderer shall keep their offer valid for minimum period of **120** days from date of opening of tender. Any offer submitted with lesser validity period than specified in the tender, will be summarily rejected. The tenderer(s) shall not withdraw his/their offer within validity period. Any contravention of this condition will make the tenderer(s) liable for forfeiture of his/their earnest money. However, if the date up to which the offer remain open is declared a closed holiday for Government offices, the offer shall automatically remain open for acceptance till the next working day.

10 Evaluation Criteria:

10.1 **Rates:**

(a) Rate, taxes, duties, freight, un-conditional discount etc. having financial implications must be quoted on the financial rate page only (refer to instructions to tenderers). Remarks having financial implications indicated elsewhere will not be considered for evaluation.

(b) In case of offers with predefined (prescribed) PVC clause, the updated rates as per PVC formula as on date and time of tender closing, will be taken to determine inter-se rankings of offers.

(c) In case of different rates offered by different tenderers for part quantities of a particular tender, KRIDE reserves the right to decide the most economic course of ordering.

(d) Inter-se ranking of offers will be decided with the statutory taxes & duties and effect of Price Variation Clause as prevailing on the date of tender closing.

10.2 **Evaluation criteria for multi-consignee/multi-items tenders**

(a) Unless otherwise specified, the evaluation of tender will be done item wise and consignee wise.

(b) For multi consignee items, the rate should be quoted by firm on FOR-Destination basis for each consignee separately. The inter-se ranking of the offers will be decided for each consignee separately.

(b) In tenders where schedule consists of several items, the inter-se ranking will be decided for each item separately. The firms are required to quote the rate for each item separately.

(d) In tenders where several items are grouped in a "KIT" or 'SET" and the tendered quantity is in sets, the firm should quote single rate for the tendered kit/set of items. In such cases, the inter-se ranking shall be decided on the rate quoted by the firm for "Kit" or 'set" of items.

SECTION – III

SPECIAL TENDER CONDITIONS

11 PERIOD OF DELIVERY:

11.1 The material shall be supplied within **11 (Eleven) months** from the date of issue of purchase order. Any offer with longer delivery period or not agreeing with the delivery schedule specified in the tender, is liable to be rejected.

In case, counter offer is placed on the tenderer, the same shall be accepted within 14 days from the date of issue of counter offer. Delivery period for developmental offer shall be reasonably fixed by KRIDE including the above delivery schedule considering the time of development which may be approximately 11 months.

First One month out of these 11 months is assigned for arranging materials and planning. In order to maintain an even flow of supplies throughout the currency of the contract, the progress of supply will be monitored for each drawing. The firms are expected to maintain uniform flow of supplies during each schedule and submit monthly progress report as per Annexure - E.

*The break-up supply will be specified at the time of issuing LOA based on the supply quantity. In case an order for a part of tendered quantity is placed on a manufacturer, KRIDE reserves the Right to reduce delivery period appropriately enclosing his planning as per period indicated above.

The contractor shall complete the supply of ordered quantity as per Delivery Schedule, however, the purchaser shall be entitled to phase out or alter the deliveries by giving advance notice. In the event of purchaser exercising this right, the payment for such stores as are adjusted against the Quantity outstanding against the earlier current contract/s shall be made on the rates and Conditions applicable to the Contract/ contracts against which such stores have been adjusted.

The Purchaser reserves the right to adjust the tendered item ordered under this contract against any quantity of the same item outstanding against the earlier current contract/contracts for the same stores.

11.2 Unsupplied quantities against the contract within Delivery Period shall be dealt as per the Model Schedule of Powers.

11.3 In case of road delivery, all transit risk will be on seller's account.

11.4 Payment will be made on receipt of complete and satisfactory goods by the consignee.

11.5 Unloading will be done by consignee between Yesvantpur – Channasandra & Baiyyappanahalli - Hosur doubling section stations at its own cost at Store Depot. However, nothing extra will be paid in case of any delay in unloading.

12 TERMS OF DELIVERY:

12.1 The tenderers should quote rates FOR/Store Depot/ Yesvantpur – Channasandra & Baiyyappanahalli - Hosur doubling sections.

12.2 Such offers, wherein the firms have mentioned that stores will be supplied at their Works/Factory only and not up to the consignee destination(s), are liable to be rejected.

13 SECURITY DEPOSIT (SD) / Performance Security for stores contracts except M&P:

There shall be No Exemption from submission of Security Deposit (SD) for any tender or by any tenderer except following:

(a) The Store contract cases of value up to Rs. 25(Twenty Five) lakh
(b) Other Railways & Government departments in terms of Railway board's letter No. 2004/RS(G)/779/11 dated 24.07.2007
(c) Indian Ordinance Factories in terms of Railway Board's letter No. 92/RSS(G)/363/1 dated 08.04.1993
(d) PSUs owned by Ministry of Railways & PSUs for the group of items that are manufactured by them in terms of Railway board's letter No. 2003/RS(G)779/5 dated 10.09.2004
(e) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from SD. KVIC and ACASH shall be exempted from SD for items supplied by them.
(f) Vendors registered with Railway for the trade group of the item tendered shall be exempted from SD for orders valued upto their monetory limit of registration.
(g) Vendors appearing on the approved vendor lists of RDSO/Pus/CORE, subject to approval status being valid on the date of tender closing.
(h) Vendors registered with Railway for supply of medicine, medical equipment's and consumables shall be exempted from submission of SD for these items.

Note: Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railway shall record poor performance of the vendors for taking suitable penal as per extant instructions.

13.1 Security Deposit (SD) amount shall be 3% of the Contract value, subject to maximum of ₹5 crore, rounded off to nearest higher Rs.10 (Ten). There shall, however, be no ceiling for SD in Global Tenders for procurement of stores.

As per Railway Board letter No. 2020/RS(G)/779/16 dated: 27.11.2020(applicable to all tenders issued till 31.12.2021).

I. It is decided for all existing contracts, in case the performance security is more than 3% of the value of the contract, to reduce Performance Security to 3% of the value of the contract. However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated.

II. Further, all tenders / contracts issued / concluded till 31.12.2021 shall have performance security as per existing instructions or 3% whichever is lower.

III. In all contracts where performance security has been reduced to 3% in view of above stipulations, the reduced percentage of performance security shall continue for the entire duration of the contract and there should be no subsequent increase of performance security even beyond 31.12.2021. Similarly, in all contracts entered into with the reduced percentage of performance security of 3%, there will be no subsequent increase in Performance Security even beyond 31.12.2021.

IV. Wherever, there is compelling circumstances to ask for performance security in excess of three percent as stipulated above, the same should be done only with the approval of the next higher authority competent to finalise the particular tender, or the concerned Board Member, whichever is lower. Specific reasons justifying the exception shall be recorded. in such cases performance security shall be applicable as per the existing policy.

V. Other instructions on the matter shall continue to apply. Tender conditions to be suitably altered by the procuring agencies

13.2 Security Deposit should remain valid for a minimum period of 60 days beyond the date of Completion of all contractual obligations.

13.3 **The successful tenderer shall have to submit the requisite security deposit (SD) within 21 (Twenty One) days from the date of issue of Letter of Acceptance Letter (LOA) or acceptance of counter offer (as the case may be). Authority competent to condone delay in submission of SD shall be MD/KRIDE on case to case basis.**

13.4 In the event of successful tenderer(s) failing to deposit /submit SD in acceptable form within the prescribed period as aforesaid, the EMD submitted by such successful tenderer(s) shall be automatically adjusted towards SD in view of the fact that in most of the cases, EMD amount would be adequate to meet the SD amount. In case where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be forfeited and case be dealt with as that of withdrawn of offer by the tenderer as per extent instructions. This will resolve the problem faced by purchaser to great extent due to intentional delay in submission of SD by successful tenderer(s).

13.5 i. All vendors, exempted from submitting EMD, as per para 6.5.7 above, irrespective of type of tender, i.e single, limited or open, shall be required to sign a bid securing declaration as per Perform- 3 to this instruction. It shall be incorporated in the tender condition.

ii. There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are so disqualified as per the declaration signed by them.

iii. Authority competent to approve the disqualification shall be the tender accepting authority not below the level of GM/ Civil/KRIDE, Subject to MD/KRIDE having full powers to approve disqualification.

13.5.1 Wherever SD been exempted, for any reason, and the supplier fail to supply goods as per conditions of contract, as amended from time to time, Purchaser shall have right to levy damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non-exempted vendor. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly.

13.6 Purchaser should ensure that the contracts are worded so as to conclude severable contracts for each lot. In case of failure by contractor to meet deliveries for any lot, KRIDE may cancel the contract for defaulted part by forfeiting SD commensurate to that lot. Authority available to Consignee/ Depot officer vide Para 27 & 28 of Railway Board's letter no. 88/RS(G)779/14 Pt. dated 06.01.2017 shall continue.

13.7 Risk Purchase clause shall not be applicable wherever SD clause is applicable. Wherever SD is not taken, risk purchase will be made as per extant guidelines.

13.8 In exceptional cases exemption from seeking SD in a particular tender shall be decided prior to issue of tender and suitably incorporated in tender conditions.

a). The exemption shall require personal approval of the competent Authority to accept the tender based on estimated value thereof.

13.9 In case the successful tenderer fails to submit the requisite SD even after 21 days from the date of issue of LOA, the contract shall be terminated and penalty equivalent to the requisite SD of the contract shall be imposed and the same shall be recovered from the tenderer from its pending dues from anywhere or IR/PSUs/Other Govt. organizations.

The security deposit can also be made in the form of G.P. Notes, 12 year National Defense Certificate, 10 year Defense Deposit Certificate or National Defense Bonds (Acceptable at their surrender value) or the equivalent in Govt. Securities with margin of 5% below the market value, or fixed deposit with the State Bank of India or Guarantee bond executed by any Scheduled Bank of India in terms of India Bank Guarantee Scheme or deposit in Post Office Saving Bank or National Saving Certificates or Fidelity Bonds issued by the Oriental Fire and Insurance Co. Ltd. Bombay, National Fire & General Insurance Co. Calcutta or the Asiatic Govt. Security Fire & General Insurance Co., Madras which are subsidiaries of Life Insurance Corporation of India. Fidelity Bonds of other Insurance Companies shall not be accepted. Units of "Units Trust of India" can also be accepted as Security deposit at 5% below the market price or at the face value whichever is less. These can be accepted after execution of transfer deed and other formalities as laid down by "Unit Trust of India" for the purpose."

13.10 The Security can be deposited by Demand Draft with KRIDE Bengaluru. All other documents representing the requisite security viz. Fixed Deposit Receipt, Call Deposit Receipt of the State Bank of India or any other Scheduled Bank approved by the Reserve Bank of India Guarantee bonds, Fidelity Bonds, Post Office saving pass book G.P. Notes, Defense Bonds/Certificate should be sent to the KRIDE/Bengaluru, under Regd. Cover endorsed in favour of (General Manager/Finance/KRIDE/Bengaluru). In case the Security Deposit is made in the shape of G.P. Notes, all previous endorsements made on G.P. Notes should be got examined by the Reserve Bank of India and up to-date interest accrued thereon collected before the G.P. Notes duly enclosed in favour of the General Manager/Finance/KRIDE/Bengaluru to avoid all sort of objections by the Reserve Bank of India in respect of various endorsements made in the G.P. Notes. No interest will be payable on deposits made with the KRIDE. In the event of the successful tender(s) failing to make a security deposit in the aforesaid manner, the KRIDE Administration shall be at liberty to forfeit any money lodged by the tenderer(s) with this KRIDE against this tender and to cancel the acceptance of tender, without prejudice to other rights available to KRIDE under the IRS Condition of Contract referred.

13.11 WHENEVER CONTRACT IS RESCINDED, SECURITY DEPOSIT SHALL BE FOREFEITED AND SUCH FAILURE WILL BE RECORDED AND WILL BE CONSIDERED BY KRIDE ON MERIT IN FUTURE CASES.

13.12 Bank Guarantees (BGs) as per format (Annexure-F) shall be submitted by the successful suppliers/contractors.

13.13 The bank guarantee should be duly attested by Notary Public along with Notary Stamps of Appropriate value affixed thereon.

13.14 Letter of Acceptance/ Counter Offer & Delivery period:

a) In store Procurement TC cases, Letter of Acceptance/ Counter offer may be issued without Finance vetting.

b) The Delivery period in Store Procurement cases shall be reckoned from the date of issue of Advance PO/ Letter of Acceptance.

14 I NSPECTION:

14.1 **"RDSO's Inspection & Consequent action"**

Supplier being a Firm/Vendor approved by RDSO, shall abide by all the provisions of General guidelines or Vendor development of RDSO and its latest amendment, corrigendum etc., as published on RDSO"s website under the link "Vendor interface".

14.2 Procurement from RDSO approved sources: the inspection of stores at manufacturer's premises before despatch will be conducted by an agency nominated by the purchaser viz. RITES or RDSO or DQA or the representative of consignee. Final inspection of stores will be done by the consignee on receipt at destination. Tenderers are requested to quote clearly their inspection clause. At a later date any change of inspection clause will not be considered.

14.3 **Removal of Rejected Stores and Ground Rent**- All rejected articles must be removed by the firm at their own cost within 21 days from the date of rejection notice. Such rejected stores shall lie at the Contractor's risk from the day of rejection. If the rejected supply is not removed within the specified time, the KRIDE shall have the right to dispose of such stores as deemed fit at the Contractor's risk and on his account. In the case of stores dispatched by rail/road and rejected at destination the material will be booked freight „To- Pay" by Rail/Road as the case may be, without any further reference to the firm, if no intimation to disposal instruction is received within 21 days. Beyond this date ground rent or demurrage will be charged at the rate of 0.3% per day for articles weighing less than 250 Kgs in weight and 0.2% per day for bulkier or heavier articles and these charges shall be payable before the rejected stores are removed.

14.4 RDSO shall continue to do prototype inspection of the items supplied by developmental vendors. The balance supplies executed by the developmental vendors after clearance of prototype by RDSO can be inspected by any agency as decided by the purchaser.

15 Payment Terms:

15.1 100% payment on receipt and acceptance by consignee with required certificates and all payments will be arranged by KRIDE/Bengaluru.

Enclosures that are to accompany compulsorily along with Supplier's bills in duplicate:

- Bill in duplicate in KRIDE format duly affixing the stamp, signature & seal
- Inspection Certificate by RDSO/RITES
- Invoices in original along with Annexure-A duly filled for each invoice.
- Delivery Challan
- GST details,
- Guarantee certificate,
- Freight bill
- In case of Final quantity bill, supply completion certificate
- ECS/EFT Details
- Miscellaneous certificate/details

In case the Taxes/levies are Nil, then Nil certificate should be enclosed.

15.2 Payment through ECS/EFT:

(a) The tenderer should give consent in a mandate form for receipt of payment Through ECS/EFT.

(b) Tenderer should provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account Type, Bank A/C No. and Bank & Branch Code as appearing on MICR cheque issued by bank.

(c) Tenderer should attach certificate from their bank certifying the correctness of all above mentioned information.

(d) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment may be released through cheque, depending upon merit.

15.3 Payment through Letter of Credit (LC)

Scheme of Letter of Credit for Domestic Supplies (including all service and maintenance contracts) tenders, having estimated value of Rs.10 lakhs and above.

(a) All Tenders invited by KRIDE, having estimated value of Rs.10 Lakhs and above shall have an option for the supplier/contractor to take payment from KRIDE through a letter of credit (LC) arrangement.
(b) The LC will be a sight LC.
(c) The bidder, at the time of bidding itself, shall exercise an option in favour of taking payment due against the said tender, through LC arrangement. The option so exercised, shall be an integral part of the bidder's offer.
(d) Option once exercised shall be final and no change shall be permitted, thereafter, during execution of contract.
(e) The incidental cost @ 0.15% of LC value, towards issue of LC and operation thereof shall beborne by the supplier/contractor and shall be recovered from their bills.

(f) IDBI Bank Bangalore shall be the Banker for KRIDE for opening domestic letters of credit for ensuing year. The arrangement would cover all such contracts finalized against tender issued during the said period and shall extend till final execution of these contracts.
(g) The schedule of payment liability arising in the contract shall be established by the KRIDE based on the prescribed delivery schedule/stages of supply.
(h) The acceptable, agreed upon document for payments to be released under the LC so Opened ,shall be a document of Authorization.
(i) The supplier contractor shall submit their bills for completed supply to the bill processing authority mentioned in supply/contract agreement to issue document of Authorisation to enable supplier/contractor to claim the authorized amount from their Banker.
(j) Accounts Officer responsible for passing the claim will issue the Document Authorization.
(k) The supplier/contractor shall take print out of the Document of Authorization from KRIDE and present his claim to his banker (advising bank) for necessary payments as per LC terms and condition. The claim shall comprise LC document of authorisation, bill of Exchange and Invoice.
(l) The bank shall also recover any amount as may be advised by KRIDE against the contractor/supplier.
(m) The contractor/Vendor shall indemnify and save harmless the KRIDE from and against All losses, claims and demands of every nature and description brought or recovered against the KRIDE by reason of any act omission of the Contractor/Vendor, his agents or employees, in relation to the letter of Credit (LC). All sums payable/borne by KRIDE on this account shall be considered as reasonable compensation and paid by Contractor/Vendor.

16 ELIGIBILITY & PARTICULARS OF MANUFACTURING AND ITS PRODUCTION CAPACITY

16.1 Tenderers must give complete information regarding their manufacturing unit and their previous experience in the prescribed form as per tender document. In the absence of these details, the Tender shall not be considered. However, this is not applicable for RDSO approved firms.

16.2 The KRIDE reserves the right to order quantity from RDSO approved firms, the status of the firm will be reckoned as on the date of Tender Opening and not thereafter, unless there is a case of downgrading/ removal /suspension/ banning.

The status of the firm with respect statutory taxes/duties, shall be evaluated as per Tax regime as applicable on the date of tender opening.

16.3 All tenderers must submit a performance statement on the proforma enclosed as Annexure-G and also the details of orders received by them from Railway or other Govt. Departments including DGS&D together with their execution by them as per Annexure - H.

16.4 a. As per policy of procurement, Developmental Vendors shall be eligible for developmental order of 20% of NPQ in regular tenders. Total quantity to be ordered on developmental sources shall be limited upto 20% of NPQ in regular tenders. Approved Vendors shall be eligible for bulk order, as per predefined tender conditions. minimum 80% of net procurement quantity (NPQ) shall be ordered on eligible vendors who are on "Approved Vendors" list published by RDSO prior to opening of tender, to manufacture and supply of the tendered item, the tenderers have to attach copies of RDSO approval letters along with their offer. the status of the firm will be reckoned as on the date of tender opening and not thereafter. But, in case of downgrading/removal/suspension/banning etc., after opening of tender, such changes shall be taken into account while considering the bids.

b. Where there is only single approved vendor for an item, developmental order may be given upto 50% of NPQ on one or more vendors approved as developmental vendors. In this regard, a suitable tender condition should be incorporated in the tender.

c. Where there is no approved vendor for an item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre decided tender criteria.

d. Whenever tender is floated with purchase restrictions from sources approved by nominated authorities and there exists a suspected cartel situation by approved sources or the rates available from approved source/ sources are adjudged unreasonably high, despite fair efforts as permissible, the purchaser reserves the right to place orders on firms outside the approved vendors list, without any restrictions.

16.5 If the tendering firm(s) is not approved by RDSO as mentioned above either for placement of bulk order or for development order, then they must attach their credentials details i.e., Machinery and Plant, Testing Facilities, QAP, Technical Manpower etc., as an attachment to their offer. In deserving cases, their bids may be considered for small quantity upto 5% of NPQ as educational orders after assessment of capacities/capabilities by RDSO on merit. In case of failure to furnish and attach such requisite credentials as mentioned above, their offer shall be ignored.

17 Splitting of tendered quantities:

17.1 Case of no prior decision to split the order:

17.1.1 Normally full order should be placed on L-1 firm. However, if after due processing, it is discovered that the quantity to be ordered is more than what L-1 alone is capable of supplying and there was no prior decision to split the quantities, then this aspect should be recorded in TC minutes / acceptance in direct acceptance cases. The quantity being finally ordered will be distributed among other bidders in a manner that will be fair, transparent and equitable. The manner of splitting will take specific note of the following parameters

(i) Past performance of bidders
(ii) Capacity of bidders
(iii) Delivery requirements in the tender
(iv) Quantity under procurement
(v) Vital / safety nature of the items

17.1.2 In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 17.2.2 below

17.2 Case of pre-decided Split Ordering:

17.2.1 KRIDE may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital / safety nature of items.

17.2.2 Following provisions shall be applicable in all such cases of pre-decided split ordering: (A) The purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers. The Zone of consideration of such eligible tenderers will be the right of the purchaser. The Zone of consideration will be a dynamic mix of inter-se position of firms, quantity being procured, criticality of and lead time of supply of the item, number of established suppliers, their capacity etc.

(B) Whenever such distribution/ splitting of the tendered/ procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspect i.e. adequate capacity-cum-capability, satisfactory past performance of the tenderers, outstanding order load for the Railway / KRIDE making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc. being same / Similar) in the manner as detailed below:

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Up to 3%	60:40
more than 3% and up to 5%	65:35
more than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, TC/TAA will decide

In the phrase 'differential rates quoted by the tenderers', the quoted rate would mean

i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.

ii) When the price negotiation has been called for, the reference L1 rate for assessment of ratio will be the original rate of L1 firm (suitable for bulk quantity) – say firm "A" – as obtained at the time of tender opening.

(B) (i) If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/ logical/ equity-based extrapolation of the model as indicated above.

17.2.3 in cases of pre-decided splitting, if the purchaser decides not to split the ordered quantity, the reason for the same should be in TC minutes / acceptance in direct acceptance cases.

17.3 In the case of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc, the purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such manner as would ensure timely supply of materials in requisite quantity to meet the needs of operation, maintenance safety etc. of the KRIDE, regardless of the inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principles of natural Justice and Equity.

17.4 In this tender, pre-decided split ordering shall be applicable.

17.5 For the item, CMS Crossings - 60kg : 1 in12 & 1 in 8.5. Pre- decided splitting is not applicable as the tendered quantity is less.

17.6 Orders on developmental vendors shall be developmental orders and shall not amount to splitting.

18 NEW IMPOST

18.0 Any statuary levy or new imposts as a result of revision of any order of the Govt. will be to Purchaser account during original delivery period of the contract. This is payable on production of the proof of the same having been paid by the supplier. However, New Impost after original delivery period shall be to supplier's account only unless otherwise sanctioned by competent authority while extending delivery period.

19 LIQUIDATED DAMAGES

19.0 The Purchaser has the right to recover from the contractor under the provision of clause 0702 (a) of IRS Conditions of Contract liquidated damages as given under on the stores which the Contractor has failed to deliver within the period fixed for delivery.

(a) KRIDE shall recover from the Contractor as agreed Liquidated Damages and not by way of penalty, a sum equivalent to 1/2% (Half percent) of the price of the store per week or part of the week during which delivery is accepted.

(b). Upper limit for recovery of Liquidated Damages in Supply Contracts will be 10% (Ten percent) of value of contract irrespective of delays, unless otherwise provided, specifically in the contract.

20 FAILURE AND TERMINATION

20.1 In case of failure on the part of supplier to arrange supplies as per the delivery schedule/instalments fixed in advance, save force majeure conditions or delays attributable to Purchaser, the Purchaser reserve the right to take action in terms of clause 0702 of IRS conditions of Contract.

20.2 The materials being procured are Safety items and therefore, relevant clauses of IRS Conditions of Contract applicable for safety items will be applicable for the contract.

21 PENALTY

21.1 For quality checks and punitive action, two samples shall be picked up from the consignee end by RDSO and if first sample fails, then the second sample will be taken up for testing. In case the second samples fails, besides not making any payment for entire material passed against the particular Inspection certificate, a penalty equal to 10% of the cost of the material against the particular Inspection certificate or Rs. 1 lakh, whichever is less will be imposed. Payment will not be released for defective material irrespective of the fact whether the material has been used or not. The firm will be at liberty to take away the rejected materials on recovery of the payment already made and effecting the recovery of penalty. The part material belonging to the rejected lot, if used in the track shall be removed from the track and replace with the good material supplied by the same supplier against any other Inspection certificate or any other supplier for the safety of track. The cost of replacement of such rejected material will be to supplier's accounts.

21.2 In case the firm supplies the sub-standard materials, besides imposing penalty as per Para above, necessary punitive action as per extant policy will be initiated by RDSO. The

firm will be solely responsible for its failure to supply standard material and the failure for timely supply due to stoppage of production and inspection will be on firm's account.

22 RIGHT OF ACCEPTANCE:

22.1 Tenderer (s) are advised to quote minimum 50% of the tender quantity falling which their offers shall be liable to be ignored.

22.2 The purchaser reserves the right at its sole discretion to reject any/all tender(s) without assigning any reason and do not bind himself to accept the lowest tender and accept any tender as a whole or in part.

23. VARIATION IN QUANTITY

23.1 The purchaser shall be entitled to increase/decrease the tendered quantity by not more than 30% at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of their original offer.

23.2 The Purchaser reserves the right to enhance/ reduce the ordered quantity by 30% at the accepted rates, terms and conditions of the order at its sole discretion at any time, during the delivery period of the contract or during the extended delivery period. If quantity is increased by or up to 30% suitable extension of the delivery period will be granted proportionately by the KRIDE.

23.3. Clarifications

23.3.1 The purpose of Reasonable Notice for exercise of (-) 30% Option Clause consequent to decrease in prices subsequent to the placement of contract should be served by giving a reasonable opportunity to the contractor to unconditionally agree to accept such lower rates for the quantity unsupplied on the date of reduction/decrease of prices or the (-) 30% quantity, whichever is less. Here also, no consent from the contractor towards exercise of the contractual Option Clause is necessary.

23.3.2 In case DP is extended in contract with (+) 30% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

23.3.3 Reasonable notice as mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual Option Clause. To this end, a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant amendment to the contract may be given.

24. COMMUNICATION OF ACCEPTANCE:

Acceptance by the purchaser will be communicated by Register Post of acceptance or formal „Acceptance of Tender" in cases where acceptance is communicated by Register Post, the formal acceptance of tender will be forwarded to tenderer as soon as possible, but the instructions contained in the Register Post should be acted upon immediately.

25. INSTRUCTIONS RELATED TO PACKING OF STORES:

Existing instructions related to packing of stores sufficiently and properly as to ensure stores being free from loss or damage en route as detailed in IRS conditions of contract are reproduced below :

(a) Risk in the stores: The contractor shall perform the contract in all respect in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the Contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against the carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

(b) Packing: The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/ road so as to ensure their being free from loss or damage on arrival at their destination.

(c) The Inspecting Officer may reject the stores if the stores are not packed and/ or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

26. CARTEL FORMATION BY APPROVED VENDORS:

26.1 Wherever, all or most of the approved firm quote equal rates and cartel Formation is Suspected, KRIDE reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.

26.2 Firm to quote for a quantity not less than 50% of tendered quantity: Normally offers for Quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected. In case cartel formation is suspected. KRIDE, however, reserve the right to order on One or more firms any quantity considering the production capacity, orders in hand, delivery period etc.

26.3 Wherever, tendered quantity is quite large and the capacity of approved firms individually is small, KRIDE reserve the right to place order for quantity less than 50% of tendered quantity on more than one firm.

26.4 If the firms quote in cartel**,** their names are likely to be deleted from the list of approved sources.

27. WARRANTY

Warranty/Guarantee clauses as per IRS Conditions of Contract are applicable.

a) The contractor guarantees that the stores which are supplied shall be manufactured fully in accordance with specification. In all cases the contractor guarantees that its design shall strictly follow the “as made” detailed drawing with such modification as are notified in respect of such type.

b) The contractor further guarantees that the stores shall be free from any defects in material and workmanship. The contractor shall be liable to arrange the necessary replacement of the defective stores free of any charge only to the extent that such replacement are attributable to or arise from faulty workmanship of material or design in the manufacture of the stores. All replacement shall be made free of cost at destination. If the contractor so desires, the replaced stores can be taken over by him for disposal as he deems fit, within a period of 3

(three) months from the date of the receipt of the replacement of defective stores by the purchaser. At the expiry of this period no claim in this respect shall lie on the purchaser.

c) The guarantee herein contain shall not apply to any material which shall have been repaired or altered by the purchaser, or on his behalf in any way so as to affect its strength performance or reliability or to any defect to any part due to misuse negligence or accident.

d) The contractor should guarantee that said goods / stores / article would continue to conform to the description & quality as aforesaid, for a period of **30 months after their delivery or 24 months from the date of placement in service, whichever shall be sooner**, and this warranty shall survive notwithstanding the fact that the goods / stores / article may have been inspected, accepted & payment therefore made by the purchaser**.**

e) All replacement that a purchaser shall call upon the contractor to deliver under the guarantee shall be delivered by the contractor within the 3(three) months from the date on which the purchaser call upon him for the replacement of the defective stores. If the contractor fails to replace defective stores within the said period the cost of such stores at the rate stipulated in the contract, shall be recovered from the payments due to the contractor including the amount of security deposit made and maintained under clause 13 of page 9 of General tender condition.

f) Any approval or acceptance by the purchaser of the stores or of the materials incorporated there in shall not be any way limit the contractor's liability hereunder.

g) The decision of the purchaser in regard to the contractor liability under this guarantee shall be final and conclusive.

28 PRICE VARIATION CLAUSE:

The Price Variation clause will be applicable as per Annexure - C of tender document. Any offer with different PVC formula or quoting different base month or linkage with different indices of fixed rate etc., as compared to the PVC formula provided in the tender will be summarily rejected. Base month for the PVC formula shall be taken as the month just preceding the month of the opening of the tender for all P-way fittings.

29 FORCE MAJEURE CONDITION:

29.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war insurrection, restraint imposed by the Government act of legislature or other authority, explosion accident strike. Riot, lockout, acts of public enemy, acts of God, sabotage; the supplier shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. If the force majeure conditions mentioned above be in force for a period of 90 days or more at any time, the purchaser shall have the option to terminate the contract on expiry of 90 days or more at any time of commencement of such force majeure by giving 14 days' notice to the supplier in writing. In case of such termination, no damage shall be claimed by either party against the other save and except those, which had accrued under any other clause of the agreement prior to such termination. Suitable extension to the delivery period shall be granted for time lost on account of Force majeure conditions.

30 ARBITRATION:

In addition to arbitration clause vide clause 2900 of IRS Conditions of Contract, the following clauses will be applicable further.

30.1 "The arbitration and Conciliation Act, 1996" as amended up to date shall be applicable.

31. LAWS GOVERNING THE CONTRACT:

i) The Laws of India shall govern this contract for the time being in force.
ii) Irrespective of the place of delivery, the place of performance or place of payment under the Contract; the contract shall be deemed to have been made at the place from which acceptance of tender has been issued.

32 JURISDICTION OF COURTS:

"Court Jurisdiction – For any disputes related to contract or inspection/action by RDSO in pursuance of "General Guidelines for Vendor Approval", the court jurisdiction would be the KRIDE/Bengaluru, where the contract agreement has been signed.

33 IRS Condition of Contract, Drawings with alterations up-to-date, Specifications and other Annexures as attached herewith shall form part of the contract unless otherwise superseded by the above special conditions as also the tender schedule. In case of any variation between the Provisions in any other annexure and the special conditions, the provisions of the latter shall prevail.

SECTION IV

PUBLIC PROCUREMENT POLICY – MAKE IN INDIA

34. **Public Procurement - Preference to Make in India policy:** Provisions of Public Procurement (Preference to Make in India) Order 2017, **herein after called 'order'** as notified by Department of Industrial Policy and Promotion of Government of India under Ministry of Commerce and Industry, shall be applicable in this tender. Bidders seeking benefits, under **this** purchase preference policy linked with Local content shall have to comply with all the provisions specified herein under and shall have to submit all undertakings/documents applicable for this policy".

34.1 **Scope and applicability**: Public procurement **under Preference to Make in India policy has been implemented in KRIDE** in pursuance to the policy of the Government of India to promote manufacturing and production of goods and services in India with a view to enhancing income and employment as procurement by the Government is substantial in amount and can contribute towards this policy objective.

(i) The Central Government may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

(ii) This policy is applicable to all Ministries/departments/CPSUs etc. and the scope covers all contracts involving supply **of either goods or services and procurement of works.**

(iii) The local content can be increased through partnerships, cooperation with local companies, establishing production units in India or joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

35.1.1 **Definitions**: 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry be the total value of the item procured (Excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

(i) 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this order or by the competent Ministries/Departments in pursuance of this order.

(ii) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or the procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(iii) 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

(iv) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services **and for subject tender the Nodal Ministry is 'Ministry of Railways.' / KRIDE.**

(v) 'Procuring entity' means department/subordinate **offices of KRIDE Organization**.

34.2 **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the **KRIDE** or in pursuance of this Order ,

purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the matter specified hereunder:

a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs.50 lakhs, the provisions of sub-paragraph b or c as the case may be shall apply.

b. In the procurements of goods which are not covered by paragraph 27.3 (a) and which are divisible in nature, the following procedure shall be followed.

(i) At the bidding stage the bidder shall provide Break-up of "Local Content" and "Imported Content" as defined in Paragraph 27.2 and shall be uploaded by the bidders along with their price bid in the e- procurement portal.

(ii) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

(iii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity to the local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.

(iv) In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods not covered by sub-paragraph 27.3 (a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

(i) At the bidding stage the bidder shall provide Break-up of "Local Content" and "Imported Content" as defined in Paragraph 27.2 and shall be uploaded by the bidders along with their price bid in the e- procurement portal.

(ii) Among all qualified bids, the lowest bid will be termed as L1. IF L1 is from a local supplier, the contract will be awarded to L1.

(iii) If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the L1 price.

(iv) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

Exemption of small purchases: Notwithstanding anything contained in paragraph 27.3 above, procurements where the estimated value to be procured is less than Rs.5 lakhs shall be exempt from this Order.

34.3 **Minimum local content:** The minimum local content shall ordinarily be 50%. The KRIDE may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

34.4 **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

34.5 **Government E-marketplace:** Not Applicable

Verification of local content:

a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self- certification in **Proforma-1** attached with Tender Document that the item offered meets the minimum local content and shall give details of the locations at which the local value addition is made.

b. In case of procurement for a values in excess of Rs.10 crores, the local supplier shall be required to provide a certificate in **Proforma-2** attached with Tender Document from the statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the Competent Authority of procuring department and fee for filing a complaint shall be Rs 10000/- per case. The complaint shall be filed in the office of KRIDE of the procuring department concerned and the fee shall be deposited with the office of Associate Finance of the KRIDE of the procuring department.

d. KRIDE may constitute committees with internal and external experts for independent verification of self-declarations and Auditor`s/Accountant`s certificates on random basis in the case of complaints.

e. False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which is bidder or its successors can be debarred for up to two years as per Rule

151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

f. **Debarment of bidders**: A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below:

(i). All procuring entities will upload the name of the bidder/ supplier along with duration and reasons of debarment on their own website. Apart from this, it is promptly brought to the notice of the Member- Convenor of the Standing Committee in DIPP and Government e-Marketplace (GeM) & Central Public Procurement Portal (CPPP) for uploading such information on their portals. GeM/CPPP will create one separate page on their portal for displaying this information.

(ii) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

34.6 **Specifications in Tenders**:

(i) Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

(ii) If **KRIDE** is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

(iii) For the purpose of sub-paragraph (ii) above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

(iv) **Assessment of supply base**: The **KRIDE** shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

(v) **Increase in minimum local content:** The **KRIDE** may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

(vi) Manufacture under license/ technology collaboration agreements with phased indigenization while notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

(vii) **Powers to grant exemption and to reduce minimum local content**: **KRIDE** may by written order,

a. Reduce the minimum local content below the prescribed level;
b. Reduce the margin of purchase preference below 20%;
c. Exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

I/We shall abide the terms and conditions of the tender.

General Manager / Civil / KRIDE
Bengaluru.

ANNEXURE-A

OFFER FORM

General Manager / Civil/ KRIDE
Bengaluru.

Ref:- KRIDE **Tender Notice No. K-RIDE/DL/04/2021 dated.30.01.2021** for Manufacturing and supplying of CMS Crossings 60kg : 1 in12 and 1 in 8.5

Sir,

1. We hereby agree on acceptance of this tender to supply to KRIDE for Manufacturing and supplying of CMS Crossings 60kg : 1 in12 and 1 in 8.5 and as amended up to date as mentioned in the tender document at rates as indicated in the Tender Schedule enclosed for various consignees who may be nominated by the KRIDE during the Currency the contract.

2 . We undertake, if required, to enter into a formal contract with the KRIDE embodying the terms and conditions as may be directed by you and to pay the required amount of Security Deposit.

3 . We herewith enclose EMD as per tender document.

4 . The particulars regarding our manufacturing unit and our previous experience are furnished in the enclosed statement.

5 . We agree to keep the tender valid for acceptance for a period of 120 days from the date of opening of the tender in default of our accepting the order placed on us during this period for the quantity tendered by us in whole or in parts as per conditions indicated in the tender documents, we will forfeit our earnest money to the purchaser.

5.1 We hereby declare that in quoting the above price, we have taken into account the entire credit on inputs available under GST scheme.

5.2 We further agree to pass on such input tax credit available with us as per GST Clause.

*6. We enclose a certified copy of Partnership deed or the firm/particulars of sole proprietor of the firm.

*N.B. Strike out if not applicable.

Yours faithfully,

(Signature of Tenderer or Authorized representative)
For and on behalf of M/s
With SEAL

Enclosures:

1. EMD as per tender document.

2. Tender schedule – Annexure-B
3. Proforma of particulars of tenders manufacturing unit and its production capacity. Annexure-D

4. Monthly Progress Report-Annexure-E

5. Performance Statement-Annexure-G

6. Information Regarding Workload on Tenderer Annexure-H

7. Bank Details-Annexure-J

8 Proforma of Certificate on percentage of Local Content (For Procurement Order Value less than Rs.10 Crores)-Proforma-1

9 Proforma of Certificate on percentage of Local Content (For Procurement Order Value less than Rs.10 Crores)- Proforma-2.

ANNEXURE– B

TENDER SCHEDULE TENDER NO. K-RIDE/DL/04/2021 Dated:30.01.2021

Description of Item	Quantity		Monthly Delivery Schedule from the date of issue of LOA
	Tendered	Offered Qty by the Tenderer	
1	2	3	4
1. Manufacture and supply of Cast Manganese Steel (CMS) Crossings 60 Kg 1in 12to RDSO Drg.No. T-4220 (Alt.5/latest amendment/cs) with all fittings as listed in the drawing conforming to IRS specification T29-2000 and to latest corrigendum and alteration if any, issued by RDSO. For list of fittings, see Annexure-K	**94 SET**	_____ **SET**	1st month … … … . ……. SET 2nd month …… SET 3rd month …… SET 4th month …… … SET 5th month …… SET 6th month …… …… SET 7th month … … . …… SET 8th month . …… SET 9th month …… …… SET 10th month …… …… SET 11th month …… …… SET
2. Manufacture and supply of Cast Manganese Steel (CMS) Crossings 60 Kg 1in 8 ½ 60 kg rail to RDSO Drg. No. T-4967 (Alt.8/latest amendment/cs) with all fittings as listed in the drawing conforming to IRS specification T29-2000 and to latest corrigendum and alteration if any, issued by RDSO For list of fittings, see Annexure-L	**2 SET**	_____ **SET**	1st month … … … . ……. SET 2nd month …… SET 3rd month …… SET 4th month …… … SET 5th month …… SET 6th month …… …… SET 7th month … … . …… SET 8th month . …… SET 9th month …… …… SET 10th month …… …… SET 11th month …… …… SET

Description of Item	Basic rate	Freight	GST	All in cost
1.Manufacture and supply of Cast Manganese Steel (CMS) Crossings 60 Kg 1in 12to RDSO Drg.No. T-4220 (Alt.5/latest amendment/cs) with all fittings as listed in the drawing conforming to IRS specification T29-2000 and to latest corrigendum and alteration if any, issued by RDSO. For list of fittings, see Annexure-K				In Words In Fig
2 Manufacture and supply of Cast Manganese Steel (CMS) Crossings 60 Kg 1in 8 ½ 60 kg rail to RDSO Drg. No. T-4967 (Alt.8/latest amendment/cs) with all fittings as listed in the drawing conforming to IRS specification T29-2000 and to latest corrigendum and alteration if any, issued by RDSO For list of fittings, see Annexure-L				In Words In Fig

1)	Earnest Money Deposit	**Rs.4,86,605/-**
2)	Delivery Period	**11** Months from the date of issue of Purchase Order.
3)	Price Variation Clause	As per Annexure **C** of the tender document.
4)	The firms who have been approved by RDSO on the date of opening of the tender only need to quote. The offer made by other firms will not be considered and the EMD submitted shall be forfeited.	
5)	The rates quoted should be FOR/FOT destination i.e. KRIDE Stores Depot, between Yesvantpur – Channasandra & Baiyyappanahalli - Hosur doubling section	
6)	Rates to be quoted should be inclusive of all packing/ taxes, octroi tax where applicable including GST and nothing extra will be paid on this account.	
7)	The cost of the product, the element of GST (if any), the element of freight charged per unit must be clearly and separately indicated. Tenderer(s) should mention freight element, if any, separately failing which calculation for GST will be calculated on their offered rate for the purpose of inter-se ranking. However, GST will be reimbursed as per Clause 8.5 of General Tender Conditions.	
8)	This offer of rate is made after taking into consideration the instructions to tenderers, Special Conditions of contract and all other annexure s attached to the tender documents.	

ANNEXURE-C

PRICE VARIATIONCLAUSE:

P1 = [(P0/100) x {10+ 16.32 x (A1/A0) +7.70 x (B1/B0) +15.02 x (C1/C0) + 0.96 x (D1/D0)+ 50x(L1/L0)}]

Where

P1= Escalated/De-escalated basic unit rate. P0=Accepted Basic unit rate.

A1 =Whole sale Price Index for "Inputs into Steel making" as prevalent during one month prior to the month of issue of call Letter, for inspection as per Economic Advisor, Ministry of Industry website http://eaindustry.nic.in. as per series2011-12.

A0 = Whole sale Price Index for "Inputs into Steel making" as prevalent during the month just preceding the month in which tender was opened, as per Economic Advisor, Ministry of Industry website http://eaindustry.nic.in as per series2011-12.

B1=Whole sale Price Index for "MetallicIron" as prevalent during on month prior to the month of issue of Call Letter, for inspection as per Economic Advisor, Ministry of Industry website http://eaindustry.nic.in as per series 2011-12.

B0=Wholesale Price Index for "MetallicIron" as prevalent during the month just preceding the month in which tender was opened, as per Economic Advisor, Ministry of Industry website http://eaindustry.nic.in as per series 2011-12.

C1 = Wholesale Price Index for"MildSteel-Semifinished steel" as prevalent during one month prior to the month of issue of Call Letter, for inspection as per Economic Advisor, Ministry of Industry website http://eaindustry.nic.in as perseries2011-12.

C0=Whole sale Price Index for "Mild Steel- Semi finished steel" as prevalent during the month just preceding the month in which tender was opened, as per Economic Advisor, Ministry of Industry website http://eaindustry.nic.in as perseries 2011-12.

D1= Wholesale Price Index for "Other Ferro Alloys" as prevalent during one month prior to the month of issue of Call Letter, for inspection as per Economic Advisor, Ministry of Industry website http://eaindustry.nic.in as perseries 2011-12.

D0= Wholesale Price Index for "Other Ferro Alloys" as prevalent during the month just preceding the month in which tender was opened, as per Economic Advisor, Ministry of Industry website http://eaindustry.nic.in as perseries 2011-12.

L1=All India Consumer Price Index for Industrial workers as prevalent during one month prior to the month of issue of Call Letter, for inspection as per Labour Bureau, Ministry of Labour website http://labourbureau.nic.in.

L0= All India Consumer Price Index for Industrial workers as prevalent during the month just preceding the month in which tender was opened, as per Labour Bureau, Ministry of Labour website http://labourbureau.nic.in.

2.1Incase P1 is greater than P0,the difference P1 minus P0 shall constitute the amount due to the contractor towards escalation on cost of wage & material. Otherwise the difference of P0

minus P1 shall constitute the amount to be recovered from the contractor towards de-escalation.

If supplier fails to supply the material within the original delivery period, the payment of escalation for such supplies shall be made on the basis of indices when the supplies were due and not on the basis of indices when the supplies are actually made.

2.2 The tenderer(s) are required to produce complete records, whenever called for examination/verification of their claims under escalation clause. The Price Variation clause will be applicable as per Annexure-C of tender document and the tenderer shall quote exactly as per the annexure. In case of any deviation in Price Variation Clause with respect to the Price Variation Clause specified in the tender document, their offer shall be summarily rejected.

2.3. If the supplier fails to achieve the quarterly supply targets due to delays attributable to him and penalty as admissible is imposed on the supplier for default, the payment of escalation for such supplies shall be made on the basis of indices when the supplies were due and not on the basis of indices when the supplies are actually made. However ,if the delay is on account of forcemajeure conditions or on KRIDE account, the escalation shall be paid as per supplies actually made.

ANNEXURE –D

PROFORMA OF PARTICULARS OF TENDERS MANUFACTURING UNIT AND ITS PRODUCTION CAPACITY)

1. Name of the Tendere.....

2. Location of the Mills .....

3. Capacity of the manufacturing shops .....

4. How long the shops have been functioning .....

5. What goods are being manufactured .....

6. Manufacturing capacity for the production of tendered item(s) .....

7. Details of the quantity of tendered item(s) manufactured and supplied during each of the last three years. This information may be given in the form of a Schedule.....

8. True copy of licensee of registration issued by Secretariat for industrial approval Deptt. Of Industrial Department and in case of Small Scale Units registration issued by NSIC/SSI should be attached license/registered capacity should also be indicated.....

9. Certification of RDSO approval for the tendered item……

10. Details of the ISO-9000 Certificates.....

11. Distance of Mill/workshop from the nearest railway station where loading of tendered item(s) Are permitted. .....

12. Any other details.....

Annexure-E

Monthly Progress Report

"Manufacture & supply of Cast Manganese Steel (CMS) Crossings 60 Kg : 1in 12 and 1 in 8.5 as per relevant RDSO drawings.

Against tender No. K-RIDE/DL/04/2021 dated.30.01.2021

Sl No	Name of the Firm	Quantity Ordered	Quantity Released	Quantity Inspected by RDSO		Cumulative Quantity Supplied		Remarks
				Upto last month	During the month	Under the Contract	During the year	
1	2	3	4	5	6	7	8	9

ANNEXURE-F

BANK GUARANTEE BOND PROFORMA GUARANTEE BOND

1. In consideration of the General Manager (Civil)/KRIDE, Bengaluru (hereafter called "the Employer") having agreed to exempt _ (hereafter called"the said Contractor(s)" from the demand, under the terms and conditions of an Agreement, dated_____between_and_made for (hereafter called "the said agreement") of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs._(Rupees___only),we,_____hereinafter referred to as (Indicate the name of the bank) "the bank" at the request of___contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason or any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We_____do hereby undertake to pay (Indicate the name of the bank) the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount, not exceeding Rs. _.

3. We undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s)/shall have no claim against us for making such payment.

4. We_____further agree that the guarantee herein (Indicate the name of the bank) Signature contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till KRIDE Bangalore. of _____certifies that "the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the_ _. We shall be discharged from all liability under this guarantee thereafter.

5. We,_____further, agree with the Employer (Indicate the name of the bank) shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any for balance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s),

We_____
lastly undertake not to revoke this
(Indicate the name of the bank)

Guarantee during its currency except with the previous consent of the Government in writing.

Dated the_____

day of 20_____

For_____ (Indicate the name of the bank)

ANNEXURE-G

STATEMENT SHOWING PARTICULARS OF PERFORMACE INCLUDING ORDERS IN AND FOR THE ITEM

S N	Order No & Date	Placed by whom (Full Particulars)	Full description of material ordered with specification	Quantity ordered	Quantity supplied	DP as per contract	Actual date of delivery Completed	Inspection by	Quantity rejected and reasons	Remarks
1	2	3	4	5	6	7	8	9	10	11

ANNEXURE – H

INFORMATION REGARDING WORKLOAD ON TENDERER.

Tender Notice No: K-RIDE/DL/04/2021 dated.30.01.2021.

Name of the Firm / Vendor:

P – Way Component:

S No	Item	Details			Any other relevant Information	Remarks
1.	Monthly Production capacity of vendors as certified and circulated by RDSO					
2.	Orders on hand	Contract Ref	Balance Qty	Date of Completion		
		a)				
		b)				
		c)				
3.	Details of tenders already participated for same component (Yet to be finalized)	Tender Notice Details a) b) c)	Quantity Tendered	Status		

It is certified that the above information is true to the best of my knowledge till date and no Information is suppressed. KRIDE is free to take action in case above information is found to be otherwise.

ANNEXURE-J

Following Bank Account details should be furnished by Tenderer(s) for Electronic Funds Transfer System.

Sl No.	Name of the firm	Address	Telephone No.	Fax No. (if any)	Email ID (if any)	Bank A/c No.
1	2	3	4	5	6	7
A/c Type	**Name**	**Code**	**Bank is situated**	**Address**	**MICR No.**	**Branch Indian Financial System Code (IFSC)**
8	9	10	11	12	13	14

ANNEXURE-K

Details of fittings required to be supplied along with Cast Manganese Steel (CMS)crossings 60Kg 1in12 to RDSO Drg.No.T-4220(Alt.5/latest amendment/cs)with all fittings

Sl.No	Description	DrawingNo.	Qty. Reqd. per set
1	CMSXin	RDSO/T-3940/1	1
2	Bolt& Nut25X190mm	RT-11514	8
3	Bolt& Nut25X260mm	RT-11521	1
4	Bolt& Nut25X290mm	RT-11524	1
5	Bolt& Nut25X300mm	RT-11525	1
6	Bolt& Nut25X320mm	RT-11527	1
7	Bolt& Nut25X330mm	RT-11528	1
8	Bolt& Nut25X340mm	RT-11529	2
9	Bolt& Nut25X360mm	RT-11531	2
10	Bolt& Nut25X370mm	RT-11532	1
11	Bolt& Nut25X380mm	RT-11533	1
12	Bolt& Nut25X400mm	RT-11535	1
13	C.I Distance Block(TE)	RT-4121(Alt-1)	1
14	C.I Distance Block(HE)	RT-2716(Alt-2)	1
15	C.I CheckRailsBlock	RT-2592	8
16	Packing Pieces	RT-026(M)	24
17	MSTaperedWasher	RT-3930	24
18	Single CoilSpringWasher	RT-10773	28

ANNEXURE-L

Details of fittings required to be supplied along with CMS Crossings 60Kg 1 in 81/2toRDSO Drg.No.T-4967(Alt.7/latest amendment/cs)with all fitting

Sl.No	Description	DrawingNo.	Qty. Reqd. per set
1	CMSXin	RDSO/T-4967/1	1
2	Bolts&Nuts25x190mm	RT-11514	8
3	Bolts&Nuts25x300mm	RT-11525	1
4	Bolts&Nuts25x310mm	RT-11526	1
5	Bolts&Nuts25x320mm	RT-11527	1
6	Bolts&Nuts25x330mm	RT-11528	1
7	Bolts&Nuts25x340mm	RT-11529	1
8	Bolts&Nuts 25x350mm	RT-11530	1
9	Bolts&Nuts25x360mm	RT-11531	1
10	Bolts&Nuts25x370mm	RT-11532	1
11	Bolts&Nuts25x380mm	RT-11533	1
12	Bolts&Nuts 25x390mm	RT-11534	1
13	Bolts&Nuts 25x400mm	RT-11535	1
14	Bolts&Nuts 25x410mm	RT-11536	1
15	CI DistanceBlock(HE)	RT-4988	1
16	CI DistanceBlock(TE)	RT-4987	1(ONE)
17	CheckRailBlocks	RT-2592	8 (EIGHT)
18	PackingPieces	RT-026(M)	24 (TWENTY-FOUR)
19	MS TaperedWasher	RT-5847	24(TWENTYFOUR)
20	Single Coil Spring Washer	RT-10773	28(TWENTY-EIGHT)

PROFORMA -1

Proforma for self-Certificate in regard to meeting the Minimum Local Content requirements

(For Procurement Order Value less than of Rs.10 Crores)

(as per clause 36.5 (a) Special Conditions of Contract)

"I / We …….. (Name of the bidder) represented by ……., authorized person on behalf of tenderer hereby certify that I/ We …….. meet the minimum 50% Local Content requirements for the work …….. (To be filled as notified in Tender document) and the following are the details of locations at the local value addition is made for quoting offer against tender notice no …….. dt …….. by us".

Details of locations at which the local value addition is made:-

1. …….

2. …….

Place:-
Date:-

Signature of tenderer
With seal.

PROFORMA -2

Proforma of Certificate on percentage of Local Content

(For Procurement Order Value more than Rs.10 Crores)

(as per clause 36.5(b) Special Conditions of Contract)

(To be furnished by Statutory Auditor / Cost Auditor of the Company (in the case of Companies) / Practicing Chartered Accountant or Cost Accountant (in the case of suppliers other than Companies).

"I/ We…… the Statutory Auditor / Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant of M/s……. (Name of the bidder) hereby certify that the percentage of Local Content of M/s …….. (Name of bidder) for the work ……. (To be filled as notified in Tender document) against tender no ……. Date ……. By M/s…….. (Name of the bidder), is at ……..%.

Place:-
Date:-

Signature of tenderer
With seal.

PROFORMA -3

Bid Security Declaration Form

Tender No. _____ Date:_____

To,
The General Manager, S&T,
Rail Infrastructure Development Company (Karnataka) Limited,
#8, 1st Floor, Samparka Soudha, Dr.Rajkumar Road,
Opposite Orion Mall Rajajinagar 1st Block, Bengaluru-560052

I/We, (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. According to your conditions, bid must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract of works/service with K RIDE/Government of India and its PSUs/ Government of Karnataka and its PSUs for **a period of one year** from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impaired or derogated from the tender, Bid during the period of bid validity specified in the form of Bid; or

b) if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

(Signature)

(Name of Signatory)…….

(Capacity of Signatory)……

Seal

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)
(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

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Indian Railway Standard Condition of Contract

GOVERNMENT OF INDIA

MINISTRY OF RAILWAYS

INDIAN RAILWAY STANDARD CONDITIONS OF CONTRACT: (Vide Para 417 of the Indian Railway Code for the Stores Department)

DESCRIPTION	CLAUSE	DESCRIPTION	CLAUSE
Definitions and Interpretation:	0100	Freight:	2100
Parties:	0200	Removal of Rejected	2200
Quotations of rates by Contractors:	0300	System of Payment:	2300
Withholding and lien in Contract:	0400	respect of sums claimed:	2400
Security Deposit:	0500	Corrupt Practices:	2500
Delivery:	0600	Insolvency and Breach of Contract:	2600
Time for and Date of Delivery:	0700	Laws governing the Contract:	2700
Extension of Time for Delivery:	0800	Headings:	2800
Examination of Drawing, Specifications and Patterns:	0900	Arbitration:	2900
Mistakes in Drawing:	1000	Fall Clause:	3000
Samples:	1100	Inspection &Rejection:	3100
Risk of Loss or Damage to Government or Purchaser's Property:	1200	Warranty/Guarantee:	3200
Inspection by Inspecting Officer:	1300	Book Examination Clause:	3300
Charges for Work Necessary for Completion of the Contract:	1400	Inspection at the Fag End of the Delivery Period:	3400
Responsibility of the Contractor for Executing the Contract:	1500	Special conditions:	3500
Use of Raw Materials secured with Government Assistance:	1600	Purpose of Contract and Parties to the Contract:	3600
Indemnity:	1700	Delivery:	3700
Packing:	1800	Increase or Decrease of Quantities:	3800
Notification of Delivery:	1900	Maintenance and Replacement of Stocks:	3900
Progress Reports:	2000	Reporting Progress of Contract:	4000

0100. Definitions and Interpretation.

0101. In the Contract, unless the context otherwise requires ;

0102. "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;

0103. "Consignee" means where the stores are required by the acceptance of tender to be despatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified

0104. "Contract" means and includes the invitation to tender, instructions to tenderers, tender, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

0105. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract

0106. "The Sub-contractor" means any person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores,

0107. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications

0108. "Government" means the Central Government or a State Government, as the case may be;

0109. "The Inspecting Officer " means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorised representative;

0110. "Material" means anything used in the manufacture or fabrication of the stores

0111. "Particulars" include-
(a) Specifications
(b) Drawings
(c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
(d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
(e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardising authority or a general standard of the industry;
(f) "Proprietary mark "or " brand " means the mark or brand of a product which is owned by an industrial firm.
(g) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract

0112. " Purchase Officer " means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser

0113. " The Purchaser " means the President of India in the case of stores ordered for the Indian Government Railways and includes his successors and assignees

0114. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof

0115. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;

0116. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;

0117. "Supply Order" means an order for supply of stores and includes an order for performance of service

0118. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;

0119. "Unit" and "Quantity" means the unit and quantity specified in the contract;

0120. "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be;

0121. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to -

(a) the consignee at his premises ; or

(b) where so provided the interim consignee at his premises , or

(c) a carrier or other person named in the contract for the purpose of transmission to the consignee, or

(d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

0122. Words in the singular include the plural and vice versa

0123. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;

0124. The heading of these conditions shall not affect the interpretation or construction thereof;

0125. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.

0200. Parties- The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 0105 and 0113.

0201. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 0700 shall apply to every such purchase as far as applicable.

0202. Address of the Contractor and notices and communications on behalf of the Purchaser:-

(a) For all purposes of the contract, including arbitration thereunder, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

0300. Quotations of rates by Contractors

(a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.

(b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser, (i) to revise the price at any stage so as to bring it in conformity with the Sub clause (a) above or (ii) to terminate the contract and forfeit the Security Deposit.

0400. Contract.

0401. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.

0402. Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract

incorporated in a formal instrument or in exchange of letters and signed by the parties.

0500. Security Deposit.

0501. Unless otherwise agreed between the Purchaser and the Contractor, the Contractor shall, within 14 days after written notices of acceptance of the tender has been posted to the Contractor, deposit with the railway concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum equal to 5 per cent of the total value of the stores detailed in the contract for which the tender has been accepted, subject to a maximum of Rs. 1,00,000 as a security for the due fulfilment of the contract.

0502. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -

(a) to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or

(b) to cancel the contract or any part thereof and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 0702 shall apply as far as applicable.

0503. No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.

0504. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

0600. Delivery.

0601. The Contractor shall as may be required by the Purchaser either deliver free or f.o.r. or c.i.f. at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or despatched not later than the date specified in the contract. The delivery, will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

0602. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract, notwithstanding that transport of the stores, is controlled by or under the orders of the Government.

0603. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.

0604. No stores shall be deliverable to the consignee's depots on Sundays and public holidays without the written permission of the consignee.

0700. Time for and Date of Delivery; the Essence of the Contract-

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

0701. Progressing of Deliveries- The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

0702. Failure and Termination:- If the Contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:-

(a) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 2 per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, or

(b) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the Contractor. It shall, however, be in the discretion of the purchaser to collect or not, the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Where action is taken under Sub clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the

purchase, or, if there is an agreement to purchase 1 such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within six months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor.

Note-- In respect of the stores which are not easily available in the market and where procurement difficulties are experienced the period for making risk purchase shall be nine months instead of six months provided above.

0703. Consequence of Rejection- If on the stores being rejected by the Inspecting Officer or Interim Consignee or Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to: -

(i) Require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or

(ii) Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further instalment due under the contract, or

(iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under Sub clause (ii) above or under this Sub-clause, the provision of Clause 0702 above will apply as far as applicable.

(iv) Where under the contract the price payable is fixed f.o.r. despatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

0800. Extension of Time for Delivery- If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub-contractor, though their employment may have been sanctioned under Condition 1500 hereof, shall not

be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

0900. Examination of Drawing, Specifications and Patterns- When tenders are called for in accordance with a drawing, specification or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing, specification or scaled pattern be considered.

1000. Mistakes in Drawing.

The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimension figure upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

1100. Samples.

1101. Advance Sample- Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor, in which case the provisions of Clause 0700 shall apply as far as applicable.

1102. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is

supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.

1103. Marking- Samples submitted shall be clearly labelled with the Contractor's name and address and the acceptance of tender number.

1104. If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.

1105. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.

1106. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.

1107. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

1108. If, under the contract, supplies are governed by a sealed pattern the Contractor shall be bound to examine such pattern before preparing a sample or manufacturing the stores in bulk as the case may be.

1109. Loan of Sample- If a certified sample is lent to the Contractor, it will bear a label containing inter alia variations known to the Inspecting Officer between the said sample and the stores desired. If the Contractor finds any further variation between the certified sample and the particulars of specifications mentioned in the contract he shall at once refer the matter to the Inspecting Officer and the Contractors shall also give intimation of such discrepancy to the Purchase Officer. The Contractor shall follow the instructions of the Inspecting Officer as to what sample of particulars should guide the production of stores and the decision of the Inspecting Officer in the matter shall be final and binding on the Contractor.

1110. The Contractor shall not detach the said label from the certified sample and if for any reasons the said label gets detached the Contractor shall at once return the certified sample to the Inspecting Officer for attaching a fresh label.

1200. Risk of Loss or Damage to Government or Purchaser's Property.

1201. All the property of the Government or Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Government or the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

1202. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contrarct. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.

1203. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants workmen or agents.

1204. Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be effected by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

1300. Inspection by Inspecting Officer.

1301. (a) When inspection during manufacture or before delivery or despatch is required, notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or despatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him.

(b) In cases where the Inspecting Authority specified in the contract requires on behalf of the Purchaser that cduring the manufacturing process of the component/stores, etc. is also to be done, notice in writing shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspection during the manufacturing process of the component / stores, etc. as deemed essential.

1302. Marking of Stores- The Contractor shall, if so required, at his own expense, mark all the approved stores with a recognized Government or Purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at his own expense in suitable packages or cases, each of which shall be sealed and marked with such mark.

The Inspecting Officer shall also have power to mark the rejected stores with a rejection mark so that they may be easily identified, if resubmitted for inspection.

1303. Facilities for test and Examination- The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall

have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

1304. Cost of Test- The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor'sPremisesandtheContractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgement, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer, that the Contractor has failed to provide the facilities and the means, for test examination shall be final.

1305. Delivery of Stores for Test- The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.

1306. Liability for Costs of Special or Independent Test- In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.

1307. Method of Testing- The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

1308. Stores Expended in Test- Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.

1309. Powers of Inspecting Officer- The Inspecting Officer shall have the power

(i) before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

(ii) to reject any stores submitted as not being in accordance with the particulars.

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(iii) to reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
(iv) the Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

1400. Charges for Work Necessary for Completion of the Contract- The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

1500. Responsibility of the Contractor for Executing the Contract.
1501. Risk in the Stores- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where go provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a Railway Administration or other carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.
1502. Consignees Right of Rejection – Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and not with standing delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

Note- In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.

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1503. Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

1504. The provisions contained in Clause 2200 relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided.

Note- In respect of stores inspected during manufacture or before delivery or despatch at contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.

1505. Subletting and Assignment- The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

1506. Changes in a Firm-

(a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

(b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.

(c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.

(d) Consequence of breach Should a partner in the Contractor firm commit a breach of Sub clause 1505 above or the Contractor should commit a breach of the conditions 1506(a) of this Sub clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 0600 and 0700 as far as applicable shall apply.

(e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub clause or on any question whether the Contractor or any partner

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of the Contractor firm has committed a breach of any of the conditions in this sub clause contained shall be final and binding on the Contractor.
1507. Assistance to the Contractor-
(a) The Contractor shall be solely responsible to procure any material or obtain any import or other licence or permit required for the fulfilment of the contract and the grant by the Purchaser or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid, or shall not be construed as a representation on the part of the Purchaser that the material covered by such licence or permit or quota certificate is available or constitute any promise, undertaking or assurance on the part of the Purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the Contractor obtains any materials at less than their market price or the cost of production of the stores is lowered the price of the stores payable under the contract shall be reduced proportionately, and the extent of such reduction shall be determined by the Purchaser whose decision shall be final and binding on the Contractor.
(b) Every effort made by the Purchaser to supply, or give assistance in the procurement of materials, whether from the Government stock or by purchase under a permit or release order issued by or on behalf of or under authority from Government or by any officer empowered in that behalf by law or under other arrangements made by the Purchaser shall be deemed to be subject to the condition that it will be performed with due regard to the other demands and only if it is found practicable to do so within the stipulated time and the decision of the Purchaser whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the Contractor.

1600. Use of Raw Materials secured with Government Assistance.
1601.
(a) Where any raw material is procured for the execution of a contract with the assistance of the Government rendered in the form of permit, or licence or quota certificate/essentiality certificate or release order issued by or on behalf of or under the authority of the Government or by an officer empowered in that behalf, or
(b) where the raw material is issued to the Contractor from Government stock, or
(c) where advance payments are made to the Contractor to enable him to purchase the raw material, or
(d) Where raw material is arranged by the Government, the Contractor-
(i) shall hold such material as trustee for the Government,
(ii) Shall use such material economically and solely for the purpose of the contract.

(iii) shall not dispose of the same without the previous permission in writing of the Purchaser, and
(iv) shall render due account of such material and return to the Government at such place as the purchaser may direct all surplus or unserviceable material that

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may be left after the completion of the contract or its termination for any reason whatsoever.

On returning such material, the Contractor shall be entitled to such price therefor as the Purchaser may fix, having regard to the condition of such material.

1602. Where the contract is terminated due to any default on the part of the Contractor, the Contractor shall pay all transport charges incurred for returning any material up to such destination as may be determined by the Purchaser and the decision of the Purchaser in that behalf shall be final and binding on the Contractor.

1603. If the Contractor commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to the Government for all moneys, advantages or profits accruing from or which, in the usual course, would have accrued to him by reason of such breach.

1604. Where the stores manufactured or fabricated by the Contractor out of the material arranged or procured by or on behalf of the Government are rejected, the Contractor shall, without prejudice to any other right or remedy of the Government, pay to the Government, on demand, the cost price or market value of all such materials whichever is greater.

1701. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark . Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

1702. The Contractor shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract.

1800. Packing.

1801. The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.

1802. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.

1803. If the contract provides that the containers shall be returnable, they must be marked " Returnable " and they will be returned to the Contractor as per terms of the contract.

1804. If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in

acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.

1805. Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.

1806. The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

1807. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package. Notification of delivery or despatch in regard to each and every instalment shall be made to the consignee and to the indentor immediately on despatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of despatch of the stores. All packages, containers, bundles and loose materials part of each and every instalment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the despatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

2000. Progress Reports.

2001. The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

2002. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

2100. Freight.

The stores shall be despatched at public tariff rates. In the case of f.o.r., station of despatch contract, the stores shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so will render the Contractor liable for any avoidable expenditure caused to the Purchaser. Where alternative routes exist, the Purchaser shall, if called upon to do so, indicate the most economical route available, or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the Contractor,

2101. In respect of road deliveries where the Municipal/local authorities do not accept Octroi Duty exemption Certificate, the Octroi Duty shall be borne by the Seller.

2200. Removal of Rejected Stores.

2201. On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.

2202. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

2203. The stores that have been despatched by rail and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract placed for delivery f o. r. station of despatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of despatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were

despatched, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser after inspection.

2300. System of Payment.

2301. Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the Acceptance of Tender, by a cheque or demand draft on a branch of the Reserve Bank of India or State Bank of India transacting government business as may be decided by the Purchaser.

2302. Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the following procedure in contracts where such a facility to the Contractor has specifically been agreed to by the Purchaser: -

(a) 95 per cent payments for the stores or each consignment thereof will be made to the firms against proof of inspection and despatch. The original railway receipt should be sent to the Accounts Officer responsible for payment along with 95 per cent bill advising the particulars of despatch to the consignee. The Accounts Officer after passing the 95 per cent bill should pass on the original railway receipt to the consignee for taking delivery of the consignment. It should, however, be ensured that there is no delay in the Accounts Office transmitting the original railway receipt to the consignee.

(b) The balance 5 percent shall be paid on receipt of the stores or each consignment thereof in accordance with the terms of the contract in good condition by the consignee, with a certificate to that effect endorsed on the copy of the Inspection Note by the Consignee which shall accompany the bill submitted by the Contractor.

(c) In the case of F.O.B. & C. & F. contract 95 per cent of the price will be paid on presentation of shipping documents and inspection certificate and the remaining 5 per cent on receipt of the stores in accordance with the terms of the contract in good condition by the Consignee, and on producing the certificate of such receipt endorsed on one copy of the Inspection Note by the Consignee, or alternatively at the Contractor's option, the full value of the stores will be paid after inspection, on receipt of the consignment in accordance with the terms of the contract in good condition by the Consignee and on producing a certificate of such receipt endorsed on one copy of the Inspection Note.

2303. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of " Final 100 percent bill " supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.

Note-

(1) The system of 95 percent and 5 percent payment is not applicable to claims amounting to Rs.1000/- or below. In such cases only a single bill for value should he submitted.
(2) In the case of Running Contracts, the system of payment will be similar to the above except that payment would be 98 per cent and 2 per cent instead of 95 per cent and 5 per cent specified above.

2400. Withholding and lien in respect of sums claimed.
2401. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government pending finalisation or adjudication of any such claim.
It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 2703 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor.
2402. For the purpose of Clause 2401, where the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company, as the case may be, whether in his individual capacity or otherwise.
2403. Lien in respect of Claims in other Contracts- Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or Government against any claim of the Purchaser or Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or Government.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or Government will be kept withheld or retained as such by the Purchaser or Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 2703 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

2500. Corrupt Practices.

2501. The Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 0600 and 0700.

2502. Any dispute or difference in respect of either the interpretation effect or application or the above condition or of the amount recoverable thereunder by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision there on shall be final and binding on the Contractor.

2600. Insolvency and Breach of Contract.

2601. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say

(a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

(c) if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue there after to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

2700. Laws governing the Contract.

2701. This contract shall be governed by the Laws of India for the time being in force.

2702. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall he deemed to have been made at the place from which the acceptance of tender has been issued.

2703. Jurisdiction of courts- This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

2704. Marking of stores- The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

2705. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970

(1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.

(2) The Contractor shall obtain a valid licence under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non execution of the contract.

(3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.

(4) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the, Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the

amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser fun security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

2800. Headings.

The headings of conditions here to shall not affect the construction thereof.

2900. Arbitration.

(a) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this 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 the sole arbitration of a Gazetted Railway Officer appointed to be the arbitrator, by the General Manager in the case of contracts entered into by the Zonal Railways and Production Units; by any Member of the Railway Board, in the case of contracts entered into by the Railway Board and by the Head of the Organisation in respect of contracts entered into by the other Organisations under the Ministry of Railways. The Gazetted Railway Officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servant have expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

(b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(c) It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to 'arbitration at all.

(d) The arbitrator may from time-to-time with the consent of all the parties to the contract enlarge the time for making the award.

(e) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.

(f) Subject as aforesaid, the Arbitration Act, 1940 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

(g) The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may determine.
(h) In this clause the authority, to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

3000. Fall Clause.
All contract if and when placed will be subject to following fall clause
3001. The price charged for the stores supplied under the Contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description. To any personnel organisations including the purchaser or any Department of the Central Government or any Railway Office or any Railway Undertaking, as the case, may be during the period till performance of all Supply Orders placed during the currency of the contract is completed. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.
3002. If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such stores to any persons organisation including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchaser and the price payable under the contract for the stores supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to
(a) Exports by the Contractor
(b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
(c) Sale of goods such as drugs which have expiry dates.

3003. The Contractor shall fumish the following certificate to the concerned Accounts Officer along with each bill for payment of supplies made against the Rate Contract.

* I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered sold by me/us to any person/organisation including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the Government under the contract except for quantity of stores

categories under sub clauses (a), (b) and (c) of sub-para (ii) above, details of which are as follows

Note.-The contractor will also inform the FA& CA0 concerned and the COS as soon as supplies against all supply order placed against the contract are completed.

INSPECTION & REJECTION

3100. Where under a contract the price payable is fixed on F.O.R. station of despatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

3101. Notification of Result of lnspection.-Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

3102. Inspection Notes.--On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

3200. Warranty/Guarantee-

3201. The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade. free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

3202. The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment therefor made by the Purchaser.

3203. If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions 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 Seller's risk.

If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3

months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Indian Railways Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' add and Clause 3100-02 above shall apply.

3204. The Contractor/Seller shall, if required, replace the goods or such portion there of as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or -otherwise.

3300. Book Examination Clause-The Government reserves the right for 'Book Examination' as follows: -

(i) The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any Government Officer duly authorised in that behalf, any cost or other account book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also furnish information any way relating to such transaction and procedure before the duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties).

The obligation imposed by this clause is without prejudice to the obligation of the contractor under any statute, rules or orders shall be binding on the Contractor.

(ii) The Contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractors works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorised Government Officer shall have power to examine all the relevant books of such sub-contractor or any subsidiary or allied firm or company shall be open to his inspection as mentioned in clause (i).

(iii) If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.

(iv) Where a contract provides for book examination clause, the Contractor or its agency is bound to allow examination of its books within a period of 60 days from the date the notice is received by the Contractor, or its agencies calling for the production of documents as under clause (i) above. In the event of Contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgement of the Purchaser which would be final and binding on the Contractor and his agencies.

3400. Inspection at the Fag End of the Delivery Period-In cases where only a portion of the stores ordered is tendered for inspection at the Fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the Purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contractor the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: -

(a) The Purchaser has the right to recover from the contractor under the provision of clause 0702 (a) of I.R.S. Conditions of Contract liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.

(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty liveable in respect of stores specified in the contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.

(C) That not with standing any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.

(d) But nevertheless, the Purchaser shall be entitled to the benefit fit of any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.

3401. The Contractor shall not despatch the Stores till such time as an extension in terms of para 3400 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are despatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph 3400 above.

3402. In case where the entire quantity has not been tendered for inspection with in the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 3400 above.

3500. These (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers override the latter.

ADDITIONAL) SPECIAL CONDITIONS

(Vide Para 417-S)

In addition to Standard Conditions of Contract, the following special conditions shall apply to (Running) Contract: -

3600. Purpose of Contract and Parties to the Contract.

3601. The parties to the contract, which shall be deemed to be a "Running Contract" and which is intended for the supply of the stores of the descriptions and approximately in the quantities set forth in the contract during the period specified therein, shall be the Contractor of the one part and the authorities named in the contract hereinafter called the Purchaser (which expression shall, where the context so admits or implies, be deemed to include his successors and assigns) of the other part. The quantities shown in the said Contract, are only approximate, and cannot be guaranteed.

3602. The Purchaser may authorise any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders direct on the Contractor.

3603. Any variation of this contract shall not be binding on the Purchaser unless or until same is endorsed on the contract or incorporated in a formal instrument in exchange of letters and signed by the parties.

3700. Delivery.

3701. The Contractor shall as may be required by the Purchaser either deliver free or f.o.r or c.i.f. at the place or places specified in the contract such quantifies of the stores detailed in the said contract as may be ordered direct from the Contractor from time-to-time by the Purchaser or by the Direct Demanding Officer. The Contractor shall deliver or despatch the full quantity of the stores so ordered with in the period specified in the said contract.

3800. Increase or Decrease of Quantities.

The Purchaser shall be entitled at any time to increase or decrease the approximate total quantities of each description of stores shown in the said contract by not more than 30 per cent and will give reasonable notice in writing of any such increase or decrease to the Contractor.

3900. Maintenance and Replacement of Stocks.

3901. To meet casual demands, the Contractor shall maintain at all time in stock (until 75 per cent of the requirements have been drawn), at the place (s) specified in the contract, the quantity /quantities mentioned therein. All demands should be complied with immediately they are received by the Contractor or within the period, if any, stipulated in individual orders. As soon as the Contractor is called upon to effect supplies, he shall take action to replenish the guaranteed stocks until such time as 75 percent of the total approximate requirement has been drawn and such replenishment shall be completed with the period specified in the contract, after the receipt by the Contractor of casual

demands. Due notice will be given to the Contractor by the Direct Demanding Officers or by the Purchaser, if any additional quantities over and above 75 per cent of the total approximate requirements are required and Contractor shall then arrange stocks accordingly.

3902. The period for replenishment of stocks will be allowed only if the material is not in stock. If the material is in stock, this Provision will be in operative even tough the guaranteed stock quantity may have been supplied against the contract.

4000. Reporting Progress of Contract.

The Contractor shall, three calendar months before the termination of the contract or at such intervals as may be specified in the contract, submit a report to the Purchaser stating the total quantity of stores delivered or despatched under the contract.

4100. Special conditions where they differ from Standard Conditions override the latter.

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