

## Special Terms and Conditions of Tender

**Rate Contract:** Rate Contract is contract under which, during the period of its currency, the contractor engages to supply materials on demand irrespective of quantity, at fixed rates or prices, within a given period of the receipt of such demand.

### 1. **Nature of Contract:**

- (a) Tenders are being invited for entering into Rate Contract (RC), for a period of **two years** from the date of issue of Rate Contract. However, the currency of the contract may be extended for further period of **one year** (twelve months) with mutual consent between firm and PCMM, West Central Railway, Jabalpur.
- (b) After placement of Rate contract, formal Purchase Orders will be placed for delivery of material to consignees mentioned in tender schedule and CR/WR/WCR/SECR reserve right to place purchase order for any quantity and payment shall be made by respective Railways. The manner/mode in which, the rate contract and Purchase Order (PO) are placed against the Rate Contract shall be Governed by the INDIAN RAILWAY STANDARD CONDITIONS OF CONTRACT as amended upto date, Important Terms and Conditions of Tender for Stores supply contracts for e- Tenders issued by West Central Railway as amended upto date and also the Special Terms & Conditions set out herein. Terms and conditions and Important Terms and Conditions of the Tender wherever they differ the Special Terms and Condition of the Tender will prevail. The formal Purchase Orders will be placed against the Rate Contract Agreement (RC) as mentioned in detail in Para-4 below.
- (c) Quantity indicated in the Notice Inviting Tender (NIT) are indicative and Purchase Orders may be placed for lesser or more quantity. The successful tender shall note that a purchase order may be placed upto the last day of currency of the Rate Contract. The Purchaser may however, short close the RC even during the currency of the RC.

### 2. **Evaluation Criteria:**

- (a) The criteria of evaluation of inter-se-position of bidders shall be item wise / consignee wise.
- (b) Inter-se ranking of the offers will be determined of Total Unit Rate basis, which will include Basic rate/Unit, all statutory taxes and duties i.e. GST, Packing Charges, Forwarding charges, Freight Charge per Unit, and any other charges quoted by the tenderer.
- (c) Also stipulations in Para 13 of Terms & conditions of E-Tender Documents of West Central Railway in addition to IRS terms & conditions -Annexure "B" issued by West Central Railway and as amended upto date, will be applicable.
- (d) All the offers will be evaluated as per Tax regime as applicable on the tender opening date.

**3. Acceptance of offers:**

- (a) The purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason whatsoever and may not accept the lowest or any tender.
- (b) Railway is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserve to himself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.
- (c) Railway reserves the right to cancel the tender for full or part quantity tender without assigning any reason. The rate quoted by the tenderer for the full quantity would be taken as valid.
- (d) The purchaser reserves the right to place parallel Rate Contract on two or more sources, as per splitting of Quantity clause of Para 16 of Terms & conditions of E-Tender Documents of West Central Railway in addition to IRS terms & conditions -Annexure "B" issued by West Central Railway and as amended upto date, will be applicable.
- (e) Acceptance of tender will be communicated to the successful tenderers by email / fax / speed post letter for formal acceptance of tender of by issuing a detailed LOA/Rate Contract. In case where acceptance is indicated by fax, speed post letter, the detailed Rate Contract will be forwarded to the successful tenderer as soon as possible but the fax or speed post letters shall constitute a binding contract until a formal Rate Contract agreement is prepared and executed.

**4. Placement of Purchase Orders to operate the Rate Contracts finalised against this tender.**

- (a) The rate contracts to be finalized against this tender, shall be operated by placement of Purchase Orders, in which the consignees, consignee wise quantities and the delivery period for the supplies to be made against the Purchase Orders (based on the DP stipulation mentioned in the Rate Contract and earlier Purchase Orders placed, if any) shall be clearly indicated. Other terms and conditions of the Purchase Orders shall be as per the Rate Contract.
- (b) Projected requirements for two years have been indicated in Para-7 below and the Railway will be free to increase or decrease their quantities to be ordered on vendors depending upon their performance up to (plus/minus) 30%. They can also increase the overall quantities by 30%.
- (c) The Purchase Orders against the Rate Contracts shall be placed by PCMM-CR/WR/WCR/SECR or his authorized representative.
- (d) In case, the Rate Contracts are finalized on more than one firm, first purchase order for the quantity available will be placed by PCMM-CR/WR/WCR/SECR or his authorized representative against all Rate Contracts. Thereafter, purchase order will be placed based on performance of the firm.
- (e) Firm should clearly indicate their work's full address from where supply shall be made.
- (f) The Tenderers should note that Purchase Orders will be issued on severable contract basis with delivery of specific units of material to specific consignee to be completed within each month or within specified period as mentioned in the PO. The tenderer/supplier should note that failure on part of supplier to complete supplies of each instalment within specified period or within specified month as indicated in the PO (Which will be placed on severable contract basis with separate delivery period for each instalment) shall be treated as a breach of contract on part of supplier & in such

situation PCMM-CR/WR/WCR/SECR shall have all rights to take all necessary penal actions (for the quantity whose DP expired but supplies not made by the supplier) against the supplier as per terms & conditions of the contract.

- (g) Fixation of the delivery period for a particular Purchase Order would be done based on the Delivery Period stipulation as mentioned in the Rate Contract and the Original Delivery Period of the Purchase Orders placed earlier, if any, against that particular Rate Contract.
- (h) Item details of the entire Purchase Order quantity shall be issued along with the Purchase Order. Further, after the placement of any Purchase Order, its item details would not be changed.

5. **Delivery period** – Delivery period for each Purchase Order is within 02 to 04 months from the date of issue of Purchase Order depending upon the requirement.

6. **FOR Terms** – Material to be delivered to respective Consignee specified in the Purchase Order.

7. **Year wise and Consignee wise quantity requirement:**

Railway ZONE	Consignee (Stocking depot)	First Year	Second Year	Total requirement for entire two years
CR	AMM/D/KWV	1440 Nos	1440 Nos	2880 Nos
	SMM/D/SIG/BSL	13000 Nos	13000 Nos	26000 Nos
SECR	AMM/ROH/PPYD/BIA	28800 Nos	28800 Nos	57600 Nos
	Dy.CMM/GSD/R	14400 Nos	14400 Nos	28800 Nos
	Dy.CMM/RWSS/R	32800 Nos	32800 Nos	65600 Nos
WCR	AMM/BOX-N/NKJ	48920 Nos	48920 Nos	97840 Nos
	Dy.CMM/WRS/KTT	45500 Nos	45500 Nos	91000 Nos
WR	DY.CMM/DHD/L	14869 Nos	14869 Nos	29738 Nos
	DY.CMM/PRTN/CW	11738 Nos	11738 Nos	23476 Nos
	Dy.CMM/SBI/GSD	16873 Nos	16873 Nos	33746 Nos
Total		228340 Nos	228340 Nos	456680 Nos

