

### **Special conditions of contract applicable to Running contract**

In addition to the IRS conditions of contract and NWR tender conditions and NIT the following special condition will be applicable for tender for Running Contract.

#### **1. DISTINCTIVE FEATURES:**

- 1.1 This running contract is for an agreement between the Purchaser and Supplier to supply stores at specified prices during the period covered by the contract. Quantity given in the tender is only indicative and No minimum drawl is guaranteed. A legal contract would come into existence with the placement of individual order (Supply Order) and each such supply order will constitute a separate contract.
- 1.2 The contractor is bound to execute any supply order which may be placed upon him during the currency of the contract at the rates specified therein.
- 1.3 The supply orders can be placed on any of the running contract holding firm(s) by the authorized officers of the purchaser (known as Direct Demanding Officers) subject to such restrictions as are mentioned in the running contract.
- 1.4 A Supply Order maybe placed upto the last date of the currency of the running contract but should not be placed after expiry of the running contract. No extension of validity period of the running contract itself is required when deliveries against outstanding supply orders continue even after expiry of the currency of the running contract. The running contract will remain alive for purpose of delivery against an individual supply order for all the stores ordered during the currency of the running contract until deliveries have been completed or upto delivery period mention in the individual supply order whichever is earlier.

#### **2. RATE/RUNNING CONTRACTS–REVOCATION OF:**

(a) Running contracts are in the nature of standing offers. These standing offers mature into legally binding contracts when a supply order is placed in pursuance thereof. Being a standing offer a running contract can be revoked at any time during its currency by the running contract holders by serving an appropriate notice on each other giving 15(fifteen) days time. The revocation/cancellation of the RUNNING CONTRACT shall take effect immediately, thereafter.

(b) The Running contract being a standing offer only, the contract holder may revoke it any time during its currency. But supply orders, placed before revocation, have to be executed by the contractor. It may be noted that a supply order put in communication prior to the receipt of notice of revocation of running contract (even after the date of posting of the notice of

Revocation by the firm) will be a binding contract because the communication of revocation will be legally complete against the accepting party i.e. the party placing the supply order, only when it comes to his knowledge.

### **3. Nature of Contract:**

- a) The Contract is being awarded in terms of Running Contract (RGC) will remain current and valid upto one year from the date of issue of Running Contract or as specified otherwise in NIT (which will be given precedence). During this period, formal Supply Orders will be placed by PCMM/NWR/JP or his authorized Official. The cumulative supply order quantity should be within the Running Contract quantity, including quantity of option clause, if applicable.
- b) The tenderer should note that the Contract shall be entered into as a Running Contract without any quantity commitment from Purchaser's side. The Supply Orders may be placed for lesser quantity as per Railway's requirement and no claim whatsoever will be entertained from tenderer on this account.
- c) The manner/mode in which, the Running Contract and Supply Orders (SO) or Purchase Order (PO) are placed against the Running Contract shall be Governed by the INDIAN RAILWAY STANDARD CONDITIONS OF CONTRACT, Standard bid documents of NWR consisting of Instruction to tenderer including General conditions of tender as per NWR tender document and also the Special Terms & Conditions set out herein. Special Terms and condition and Terms and Conditions of the Tender wherever they differ, the Special Terms and Condition of the NIT will prevail.

### **4. Placement of Supply Orders to operate the Running Contracts finalized against this tender:-**

- a) After finalization of Running Contract, with the currency of Running Contract, the Contract shall be operated by placement of Supply Orders. The delivery period for the supplies to be made against the Supply orders (based on the DP stipulation mentioned in the Running Contract) shall be clearly indicated. Other terms and conditions of the supply Orders shall be as per the Running Contract.

- b)** The Supply Orders against the Running Contracts shall be placed by PCMM/NWR/JP or his authorized representative based in N.W. Railway Headquarter.
- c)** The tenderer should note that supply Orders will be issued with delivery of specific units of material to be completed within specified period as indicated in the Supply Order. The tenderer/supplier should note that failure on part of supplier to complete supplies within specified period as indicated in supply shall be treated as a breach of contract on part of supplier and in such situation Purchaser shall have all rights to take all necessary penal actions (for the quantity whose delivery period expired but supplies not made by the supplier) against the supplier as per terms and conditions of the contract.
- d)** Fixation of delivery period for a particular Supply Order would be done based on the DP stipulation as mentioned in the Running Contract.
- e)** Firm should clearly indicate their work's full address from where supply shall be made and inspection to be carried out.

#### **5. Action in case of Contractor's failure against supply order(s):**

Keeping in view the fact that contracts to be finalized against this tender would be a Running Contract (RGC) (which without the placement of supply orders against the same are not executable) and considering the peculiar nature of Running Contract (RGC) in case of failure of a contractor against the supply order no risk purchase action shall be carried out against the same.

However, if the contractor fails to deliver the stores or any installment thereof against the supply orders issued 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 shall cancel the Supply Order(s) for the outstanding quantity with imposition of General Damages or forfeiture of the Security Deposit as per NWR SBD.

#### **6. Cancellation of P.O. of the RGC after banning/De-listing of RGC holder firm:-**

In case during the currency of RGC, if any RGC holder gets banned/De-listed by the approving agency or any other court, the RGC may be cancelled without any liability on either side. The due quantity, if any, having live DP against already placed supply order may also be cancelled without financial repercussion on either side for which decision of purchase officer shall be final.

## **7. Variation in Quantity:**

At any time, during the currency of the Running Contract, Purchaser reserves the right to increase the total quantity of the Running contract (RGC) normally by not more than 30%, or any such stipulation in NIT at the same terms and conditions as stipulated in the Running Contract.

Standard Variation Clause (Option Clause) may be operated for supply of quantities within the currency of the Running Contract.