

Special Conditions for Running Contract

The following special conditions shall apply to Running Contract: -

(a) Purpose of Contract and Parties to the Contract:

(i) The parties to the contract, which shall be deemed to be a "Running Contract" and which is intended for the supply of the goods 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.

(ii) The Purchaser may authorize 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.

(iii) 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.

(b) Delivery: The Contractor shall as may be required by the Purchaser either deliver free or FOR or CIF at the place or places specified in the contract such quantities of the goods 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 dispatch the full quantity of the goods so ordered within the period specified in the said contract.

(c) Quantities to be ordered:

Quantity indicated in the Notice Inviting Tender (NIT) are indicative and supply Orders will be placed periodically as per Railways requirement. The tenderer should note that the contract shall be entered into running contract without any quantity commitment from purchaser's side.

(d) Maintenance and Replacement of Stocks:

(i) To meet casual demands, the Contractor shall maintain at all time in stock (until 70 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 70 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 70 per cent of the total approximate requirements are required and Contractor shall then arrange stocks accordingly.

(ii) 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 inoperative even though the guaranteed stock quantity may have been supplied against the contract

(iii) As an alternative to Sub-Clauses (I) and (ii) above, at the option of the Purchaser, or Direct Demanding Officer, he may order more than one installment of deliveries at a time by stipulating installment wise start date and completion date of supply. Delivery period of all the installments except the first one shall be deemed tentative/ provisional till the start date of the corresponding installment unless otherwise expressly communicated in main contract or any subsequent communication by the purchaser to the contractor Purchaser without prejudice to other provisions under the contract, reserves the right to make deferment in the aforementioned tentative/ provisional delivery period of any installment, constituting the elements of start date and completion date of supply for that installment Unless mutually agreed by Parties, the maximum period of deferment for any installment will be limited to six months

(e) 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 goods delivered or dispatched under the contract.

(f) Special conditions where they differ from Standard Conditions override the latter.

(g) In case during the currency of running contract if any running contract holder gets banned/delisted by approving agency or any other court, the running contract may be canceled without any liability on either side.