

Terms and Conditions of Rate Contract

1. The Rate Contract will be governed by
 - a. Indian Railway Standard Conditions of the Contract (duly updated and corrected up to the date of tender opening) which are enclosed to the Schedule.
 - b. General Tender conditions which are enclosed to the Tender Schedule.
 - c. Terms & Conditions of Rate Contract which are enclosed to the Tender Schedule.
2. Where the provisions of any of the condition mentioned in any of the references in para No. 1 above varied with each other, the conditions contained in the latter will prevail (i.e 1b overrides 1a, 1c overrides 1b & 1a;).
3. This Rate contract (RC) is for a period of two years 2025-26 & 2026-27 for supply of spares to Switch Rail Grinding Machine (SRGM) IR20-1 working in various divisions of S.C. Railway.
4. Tenderer should submit offer for all the items (**List of spares for SRGM** attached with the Tender) equipped in SRGM of LORAM make
5. **Value:** Total limiting value of the Rate Contract is fixed at **Rs. 4,00,00,000** /- for 2 years (**Rs. 2,00,00,000** /- for the year 2025-26 and **Rs. 2,00,00,000** /- for the year 2026-27) inclusive of all taxes and duties as applicable.
6. **Quantity:** As and when required by the Railway.
7. **Unit:** In each/ Feet/Inch/OZ/Gallons.
8. **Make:** Original LORAM. Tenderer has to clearly specify whether items are indigenous or imported.
9. **Rate:** The price should be quoted in Indian Rupees only even for Imported items. Offer submitted in other currency shall not be considered.
10. **Inspection:** The inspection of materials shall be carried out by consignee or nominated Railway Official at destination.
11. **Validity:** Rate Contract will be valid for two years i.e., for the year 2025-26 & 2026-27 from the date of issue of letter of acceptance or upto which M/s. **Vandhana International Pvt. Ltd., New Delhi** is Authorized dealer of M/s. LORAM-USA whichever is earlier. However, The currency of Rate Contract may be extended with the mutual consent between the contractor and the Purchaser with same rates, terms and conditions of the existing contract.
12. **FOR:** Destination (ZTMD/CVB/SCR).

13. **Transit insurance:** For risk in transit shall be borne by the supplier.
14. **Payment through NEFT/RTGS:** All payments shall be made only through NEFT/RTGS. Firms have to fill and attach (upload) the Mandate Form (as per annexure B) along with their offers.
15. **Delivery period:** Items mentioned in the rate contract are to be supplied within reasonable time as the main aim of the rate contract is supply of spares in crucial times. Contractor shall supply the spares within 3months from the date of purchase order.
16. Any new/improved spare parts introduced by OEM in lieu of existing spare parts fitted on machine should be intimated to S.C. Rly once PO is placed along with declaration from OEM M/s. LORAM-USA that these spares are improved version as compared to that of originally fitted/existing and can be used one to one replacement basis on machine and will not adversely affects the machine as a whole/part of machine or its functionality. Spares will have different part number and description than the originally fitted/existing item on the machine and then the improved part with different Part number and description has to be supplied at the same rates as per pre agreed contracted price.
17. **Warranty:** As per IRS conditions.
18. **Orders:** Piece meal orders will be given to the firm as and when need arises based on the requirement within the overall ceiling limit of value restriction to **Rs. 4,00,00,000 /-** for the year 2025-26 and **Rs. 2,00,00,000 /-** for the year 2026-27. However, there is no guarantee that the orders totaling to **Rs 2,00,00,000 /-** will be placed on the firm during currency of this Rate Contract. The firm shall have no claim in this regard.
19. **Fall Clause:** Indian Railway standard Fall clause shall only be applicable.
20. **Payment terms:** 100% payment after receipt and acceptance of the material by consignee on production of
 - i) Test certificate from the manufacture.
 - ii) Warranty certificate from supplier / OEM. Inspection report of nominated Railway Officer.
 - iii) Receipt Note issued by Consignee.
 - iv) In case the tenderer is Sub dealer of the specified OEM, firm should provide copy of invoice of their dealer/distributor along with manufacturers test and warranty certificate as a proof of genuineness. Warranty certificate from the supplier or OEM or manufacturer.
21. **Revocation/Short closing of contract during currency of the Rate contract:**

Rate contract is in 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, contract holder or purchaser may revoke it at anytime during currency of contract giving notice of minimum 45 days.

22. Standard Governing Conditions:

Supply orders placed against Rate Contract are governed by Latest Version(along with all correction slips) of IRS Conditions of contract, Instructions to Tenderers, Special Conditions, General Tender conditions that has been uploaded in the IREPS website of S.C.Railway.

23. Jurisdiction of courts: The 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.