

May Please Vet the RC
05/11/21
RC

SDG

Northern Railway
Headquarter Office, Baroda House, New Delhi

Rate Contract AFR/CI

No. RC21/46550306/02/P-01/Contact Wire

Dated: 11.2021

M/s. Shashi Cables Ltd.
A-3 Amousi Industrial Area,
Kanpur Road, Lucknow
Uttarpradesh - 226008

Email ID : scl.sales@shashicables.com

Sub: Rate Contract for the supply of Jointless Grooved Copper Contact wire 107 sq. mm.

Ref: (1) This office e-tender no. RC21-46550306 opened on 03.09.2021.

(2) Your Bid ID No. 12954689 dated 05.10.2021 against the subject tender.

(3) This Office Counter Offer No. RC21/46550306/CMM-I/NR dated 27.10.2021.

(4) Your Acceptance letter No. SCL/21-22/432 dated 28.10.2021.

1.0 With reference to the above tender, your e-offer, read with Counter offer mentioned above and your acceptance to the same, is hereby accepted for supply of under mentioned stores on Rate Contract basis at following terms and conditions:

Rate Contract	
Name & address of the Firm	M/s. Shashi Cables Ltd., A-3 Amousi Industrial Area, Kanpur Road, Lucknow, Uttarpradesh - 226008
Item	Jointless Grooved Copper Contact wire 107 sq. mm. made out of continuous cast copper wire rods as per RDSO specification no. TI/SPC/OHE/CW/0971, WOUND ON WOODEN DRUMS IN STANDARD LENGTH OF 1500 MTRS. TO THE EXTENT POSSIBLE.
All inclusive Unit Rate	Rs. 9,38,712.42 per MT (Rupees Nine Lakh thirty eight thousand seven hundred twelve and forty two paise only)
Counter offer Price	The counter offer rate is inclusive of freight and inclusive of GST@18%.
FOR	Destination.
Payment terms	100% payment against receipt, inspection and acceptance of material by the consignee at destination.
Security Money	Exempted being RDSO approved firm.
Mode of Despatch	By Road on freight prepaid by supplier on door delivery basis up to destination.

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Statutory Clause	<p>Statutory Variation</p> <p>Statutory Variation in taxes and duties, on 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 Railways' 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.</p>
Price Variation Clause	<p>$P_1 = P + (L_2 - L_1)$ Where:-</p> <p>P_1 = Final Price payable per MT in Indian Rupees. P = Price per MT in Indian Rupees of Contact wire offered by tenderers based on IEEMA price circular for the month of July, 2021.</p> <p>L_1 = Price of copper wire rods @Rs.7,55,442/- per MT as per IEEMA price circular for the month of July, 2021.</p> <p>L_2 = Price of copper wire rods as per IEEMA price circular for the month, two months prior to the date of offering the material for final inspection. In case of multiple call dates for final inspection, first call date will be cut-off date for the purpose of PVC calculation.</p> <p>NOTES:- a) In case of multiple call dates for final inspection, first call date will be cutoff date for PVC calculation. b) In case of supplies beyond the original D.P., denial clause shall be applicable regarding PVC. c) Documentary evidence for L_2 must be produced even if PVC variation is not claimed. d) Supplier shall be required to submit proof of purchase of CCC Wire Rod 19.6 mm, from the approved Vendor at the time of routine (stage) inspection which shall be part of Inspection Certificate</p>
Packing Instructions	<p>Packing material will be supplied in length of 1500 mtrs. to the extent possible (unless the order quantity is itself less than 1500 mtrs. or order quantity is not in exact multiple of 1500 mtrs.) on wooden drums with +/-2% tolerance on quantity in each drum. Other terms and conditions of packing as per specification.</p>
Consignees	<p>All over Northern Railway 5 Divisions of Northern Railway : Delhi, Ambala, Lucknow, Firozpur, Moradabad, Construction : TRD Store, Ajmeri Gate, New Delhi General Stores Depot, Shakurbasti</p>
Inspection	<p>By RITES, New Delhi at RDSO approved manufacturing premises of the firm.</p>

[Signature]
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Delivery Period	<p>Completion : Within 06 Months</p> <p>Rate of Supply : @40 MT per month minimum or the ordered quantity[whichever is less]. 2 months of initial lead period from the date of the supply order shall be provided in the DP. Each installment will be a Severable Contract.</p>
Supply against Rate Contract	<p>(i) Supplies shall be made against individual supply orders placed subsequently.</p> <p>(ii) Supply orders can be placed till the last date of the validity of the Rate contracts.</p> <p>(iii) Delivery period indicated above shall be applicable to individual supply orders.</p> <p>(iv) Terminal delivery period of individual supply orders may be beyond the validity of the Rate Contracts.</p> <p>(v) No fresh supply order may be placed on a firm if a previous supply order is pending and DP has expired or the firm is lagging behind the delivery schedule given in the supply order.</p>
Extension of Rate Contract	<p>Rate Contracts can be extended for a further period of one year with mutual consent of both the parties. However, any such extension will be done within the original validity of the Rate contracts.</p>
Short Closure of Rate Contract	<p>(i) Either of the contracting parties can legally cancel the Rate contract at any time during its currency giving a reasonable opportunity to the other party to represent against such cancellation, within 90 days from issue of notice by either party.</p> <p>(ii) In case of noticing reducing trend of prices, the purchaser may, at his option, negotiate with the firm so as to bring the Rate contract prices in line with the market prices, whenever market fluctuations affect prices abnormally. If such negotiation fails, then the Rate Contract will be short closed.</p>
FM Clause	<p>If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract is prevented or delayed by the reason of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restriction, strikes, lockout or act of God (hereinafter referred to such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this</p>

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contract nor shall either party shall have any claim for damages against the other respected of such non- performance or the delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract in prevented or delayed by reason of any such even for a period exceeding 60 days, either party may at its option terminate the contract.

Fail Clause

Fail clause shall be applicable as under:

1. 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 persons/organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway undertaking, as the case may be, during currency of the contract. 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.
2. If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons, organizations 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, they 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 of such reduction or sale or offer of sale, shall stand correspondingly reduced.
3. The Contractor shall furnish the following certificate to the concerned Accounts Officer along with each bill for payment of supplies made against the 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 / organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be, up to the date of bill, at a price lower than the price charged to the Government under the contract.

Change in Specification

Any minor variation in specifications and drawings from that of the tendered specification/drawings subsequent to the awarding of the contract is to be implemented by the contractor advice of purchaser. No increase in the price will be permitted on this account

Governing Conditions

This ~~Rate~~ Contract shall be governed by Indian Railways Standard conditions of contract (Latest edition), General Conditions of Contract for the Stores Department of Northern Railway, Bid

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	document of this tender and Terms & conditions stipulated in the Rate Contract. In case of any anomaly, conditions mentioned in this Rate Contract shall prevail.
Validity	The Rate contract shall be valid for two years from the date of issue of Rate Contract.
Warranty Clause	As per IRS Terms and Conditions.
Bank Details	Bank Name : Punjab National Bank Bank Address: Aliganj Branch Kapoorthala Crossing, Lucknow, Uttar Pradesh - 226020. A/C. No. - 1354008700000993 IFSC Code : PUNB0185400
Standard Conditions	Governing 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.

2.0 The formal supply orders against this Rate Contract will follow for supply of material

(Saif Ahmad Hashmi)
Dy. Chief Materials Manager /IC
For Principal Chief Materials Manager

Copy to :-

1. FA & CAO/Const. N.Rly., Kashmeri Gate, Delhi.
2. FA & CAO/SAB, N.Rly, Baroda House, New Delhi.
3. PCEE, N.Rly., Baroda House New Delhi.
4. CEE/Const. N.Rly, Tilak Bridge, New Delhi.
5. Sr.DAO/DLI, DRM Office New Delhi.
6. Dy.CMM/ N.Rly / SSB
7. Dy.CEE/Const./N.Rly/ DRM Office / New Delhi
8. Dy.CEE/TRD/N.Rly/ Baroda House/ New Delhi.
9. Sr. DEE/TRD/ New Delhi.
10. Sr.DEE/TRD/ N.Rly / Lucknow
11. Sr.DEE/TRD/ N.Rly. / UMB
12. Sr.DEE/TRD/ N.Rly. / MB
13. Sr.DEE/TRD/N.Rly / FZR
14. Dy.CEE/TRD/N.Rly/ Baroda House/ New Delhi.
10. Ch.OS/Const./Stores/NR Ajmeri Gate / New Delhi
11. SSE/WS/TRD/N.Rly / Tuglakabad

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(SSO/SI) 23/11/21
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Sr. AFA/SI