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Special conditions for Limited Tenders

(To be read with Tender conditions for Limited Tenders

& IRS conditions of Contract)

(WITH EFFECT FROM: 01.02.2016)

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6	Indian Railway Standard Conditions of Contract:	Available on RWF portal in IREPS. Also available on on RWF website www.rwf.indianrailways.gov.in .

SPECIAL CONDITIONS OF TENDER

1.0 OPTION CLAUSE:

- 1.1 The purchaser reserves the right to increase/decrease the ordered quantities of each description of stores shown in the contract by not more than 30% at the same price, terms & conditions during the currency of the contract, i.e., at any time before expiry of the stipulated or extended delivery period.
- 1.2 The purchaser also reserves the right to vary the ordered quantity by (+) 30% at any time, till the final delivery date of the contract, by giving reasonable notice, even though the quantity ordered initially has been supplied in full before the last date of delivery period.
- 1.3 'Reasonable notice' mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual option clause. A reasonable delivery schedule for the enhanced quantity will be stipulated in the relevant amendment to the contract.
- 1.4 The option clause is normally applicable to the tenders valued above Rs.75.00 lakhs, unless and otherwise specified.

2.0 Fall Clause:

- i) 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.
- ii) 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.
- iii) 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.”

3.0 VENDOR RATING:

- 3.1 Vendor Rating formula: Vendor Rating is based on Quality Rating and Delivery Rating in the ratio 60:40 respectively.

In the above Delivery Rating, 100 percent weightage is given for the supplies made within the delivery period and proportionate weightage as per the above formula is arrived at, for the supplies made after the delivery period, as

per the inbuilt formula.

3.2 Evaluation of a vendor with a view to find out overall rating shall be done based on their performance on quality and delivery against individual purchase orders and then the overall rating shall be calculated by taking the weighted average of these individual ratings for purchase orders placed during last three years subject to the condition that total number of purchase orders is not less than three.

3.3 Based on the cumulative vendor rating finally arrived at for each vendor as per formula given above, the vendor shall be classified into following 3 classes:

Class "A" vendor rating above 70

Class "B" Vendor rating above 40 and upto 70

Class "C" Vendor rating upto 40.

3.4 All vendors in a particular class stand at par with each other irrespective of their having obtained the points in the rating. While vendor evaluation and rating is to help the purchase officers and tender committees in selecting a proper vendor for placement of order, no price preference is admissible to the vendor on account of his being placed higher in the rating or classified as "A" or class "B" and so on. Class "C" Vendors shall be ignored in general, for placement of an order by recording reason specifically. Generally the cases of Class "C" Vendors will be examined by the Railways for deleting them from the approved list of suppliers, after giving them suitable show cause notice, etc., regarding their poor performance.

4.0 FORCE MAJEURE CLAUSE:

4.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to the acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, and freight embargoes. However it should not be used by a party to effectively to escape liability for bad performance.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussion on either side.

4.2 There may be a Force Majeure situation affecting the Railways only, under which the Railways shall have equal rights to claim relief under such Force Majeure situations.
