

OFFICE OF Principal Chief Material Manager,
NORTH CENTRAL RAILWAY,
BLOCK B-3, HEADQUARTER OFFICE
SUBEDARGANJ, ALLAHABAD- 211015

FAX NO. 0532-2435084

TENDER DOCUMENT FOR
SALE OF SCRAP FERROUS TURNING & BORING
ON ANNUAL CONTRACT BASIS.

Sale Tender No. : 98179001

Cost of Tender Document: Rs. 2000/-

Important Dates & Time for

Submission of Tender (up to) 14:15 Hrs. on 07.12.2017

Opening Date & Time:- 14:30 Hrs on 07.12.2017

Websites: <http://www.ncr.indianrailways.gov.in>
<http://www.tenders.gov.in>

उत्तर मध्य रेलवे

विक्रय निविदा सूचना

निविदा सूचना सं. : भण्डार/विक्रय/98179001/2017-18

दिनांक:18.10.2017

विक्रय निविदा संख्या : 98179001

निविदा खुलने की तिथि : 07.12.2017

फैक्स नं.: 0532-2435084

प्रमुख मुख्य सामग्री प्रबंधक, उत्तर मध्य रेलवे, इलाहाबाद, भारत के राष्ट्रपति के लिये तथा उनकी ओर से स्क्रेप फेरस टर्निंग एवं बोरिंग की बिक्री हेतु वार्षिक अनुबंध कार्य के लिये प्रतिष्ठित एवं अनुभवी ठेकेदारों से मुहरबंद खुली निविदायें आमंत्रित करते हैं, जिसका विवरण नीचे दिया गया है:

कार्य का विवरण	बयाना राशि (रु. में)	निविदा प्रपत्र की कीमत (रु. में)	कार्य पूर्ण करने की अवधि	निविदा की वैधता
स्क्रेप फेरस टर्निंग एवं बोरिंग की बिक्री हेतु वार्षिक अनुबंध।	रु. 28,802/- मात्र (रु. अट्ठाइस हजार आठ सौ दो मात्र)	रुपये 2000/- मात्र (रुपये दो हजार मात्र)	एक वर्ष	120 दिन निविदा खुलने की तिथि से
कुल मात्रा = 90 MTs ± 25%	वरिष्ठ मण्डल विद्युत इंजीनियर/आर.एस. /कानपुर।	= 90 मी.टन (लगभग)		± 25%
निविदा प्रपत्र प्राप्ति का तरीका	निविदा प्रपत्र सभी कार्य दिवसों में कार्यालय समय में प्रमुख मुख्य सामग्री प्रबंधक कार्यालय, ब्लॉक बी, महाप्रबंधक कार्यालय परिसर, उत्तर मध्य रेलवे, सूबेदारगंज, इलाहाबाद में दिनांक 26.10.2017 से 06.12.2017 तक तथा दिनांक 07.12.2017 को 12:00 बजे तक कैंश रसीद प्रस्तुत करने पर विक्रय हेतु उपलब्ध होंगे। इसके साथ ही निविदा प्रपत्र उत्तर मध्य रेलवे की वेबसाइट http://www.ncr.indianrailways.gov.in तथा भारत सरकार के पोर्टल http://www.tenders.gov.in से डाउनलोड के लिए दिनांक 26.10.2017 (10:00 बजे) से 07.12.2017 (12:00 बजे) तक उपलब्ध रहेंगे। नियम एवं शर्तों का विस्तृत विवरण निविदा प्रपत्र में उपलब्ध रहेगा। निविदा प्रपत्र बयाना राशि की रसीद के साथ मूल रूप से संलग्न करना अनिवार्य है।			
निविदा प्रपत्र जमा करने, निविदा बंद होने एवं खुलने का स्थान व समय	संपूर्ण रूप से भरी हुई निविदायें सील कवर में सभी कार्य दिवसों में कार्यालय समय में प्रमुख मुख्य सामग्री प्रबंधक कार्यालय, उत्तर मध्य रेलवे, इलाहाबाद के कार्यालय में दिनांक 26.10.2017 से 06.12.2017 तक तथा दिनांक 07.12.2017 को 14:15 बजे तक डाली जा सकेंगी तथा दिनांक 07.12.2017 को 14:30 बजे उसी कार्यालय में खोली जायेंगी। पूर्व निर्धारित समय सीमा के पश्चात प्राप्त निविदाओं पर कोई विचार नहीं किया जाएगा तथा उन्हें अस्वीकृत कर दिया जायेगा।			
अन्य नियम एवं शर्तें	<ol style="list-style-type: none"> उपरोक्त बयाना राशि एवं निविदा प्रपत्र की कीमत प्रत्येक निविदा के साथ किसी एक मान्य रूप में (धनराशि जमा की मूल पावती जो कि उत्तर मध्य रेल के मंडल खजाची, इलाहाबाद द्वारा जारी की गई हो अथवा डिमांड ड्राफ्ट/एफ.डी.आर./पे आर्डर जो किसी भी राष्ट्रीयकृत बैंक द्वारा प्रमुख वित्त सलाहकार/उ0म0रे0/इलाहाबाद के पक्ष में जारी किया गया हो) निविदा के साथ आवश्यक रूप से संलग्न होना चाहिए तभी निविदा मान्य होगी। निविदा प्रपत्र अहस्तातरणीय है। मद का सम्पूर्ण विवरण/कार्य-क्षेत्र एवम् अन्य निविदा शर्तें निविदा- प्रपत्र में उपलब्ध है। प्रस्तुत ऑफरों को निम्न परिस्थितियों में अस्वीकृत कर दिया जायेगा:- <ol style="list-style-type: none"> यदि निविदा फार्म उपरोक्त के अनुसार इस कार्यालय से नहीं खरीदे गये हो। उपरोक्त के अनुसार डाउनलोड नहीं किया गया हो। निविदा प्रपत्र की कीमत एवं बयाना राशि की मूल रसीद को मूल रूप में जमा नहीं करने पर। यदि ऑफर पूर्ण निविदा प्रपत्रों के बिना व सभी पृष्ठों पर हस्ताक्षर न किये गये हों। 			

कृते प्रमुख मुख्य सामग्री प्रबंधक
उ0म0रेलवे, इलाहाबाद

North Central Railway
Sale Tender Notice

Tender Notice No. Stores/Sales/98179001/2017-18

Date: 18.10.2017

Sale Tender No. 98179001

Due on 07.12.2017

Fax No. 0532-2435084

The Principal Chief Material Manager, North Central Railway, Allahabad for and on behalf of President of India, invites sealed tenders from reputed and experienced contractors for sale of annual arising of scrap ferrous Turning & Boring as per the details given below:

Name of work	Earnest Money (In Rs.)	Cost of tender form (in Rs)	Completion Period	Validity of offer
Sale of Scrap Ferrous Turning & Boring on annual contract basis	Rs. 28,802/- only. (Rs Twenty Eight Thousand Eight Hundred Two only)	Rs 2000/-only. (Rs Two thousand only).	One Year	120 days from the date of opening of tender.
Total Quantity = 90 MTs \pm 25%.	Sr.DEE/RS/CNB, Electric Loco Shed, Kanpur.		90 MTs. (Approx)	\pm 25%
Availability of tender form	Tender form shall be available for sale on all working days during office hours from 26.10.2017 To 06.12.2017 & upto 12:00 Hrs on 07.12.2017 in the Office of Principal Chief Materials Manager , North Central Railway, Block B-3, GM Office Complex, Subedarganj, Allahabad upon production of cash receipt. Simultaneously tender shall be made available on NCR's website http://www.ncr.indianrailways.gov.in and on Govt. of India's portal http://www.tenders.gov.in for downloading from 26.10.2017 (10:00 Hrs.) to 07.12.2017 (12:00 Hrs). But the offers should be sent with the cost of tender document. Details Terms & Conditions will be available in the tender document. Earnest money as stipulated in tender document will have to be submitted along with tender while submitting the offer.			
Tender document dropping in tender box & opening date & time	Complete Tender form can be dropped in sealed cover in the Tender Box to be kept in the office of Principal Chief Materials Manager , Block B-3, GM Office Complex, Subedarganj, Allahabad - 211015, on all working days during office hours from 26.10.2017 To 06.12.2017 & upto 14:15 Hrs on 07.12.2017. Tenders will be opened at 14:30 Hrs. on 07.12.2017 in the same office. Tenders received after the due date & time will not be entertained & summarily rejected. Tenderers or their authorized representative may attend the tender opening on production of proper authority.			
Other terms & conditions	<ol style="list-style-type: none"> The cost of tender document and earnest money indicated above should be deposited with each tender in any of the acceptable form (Cash deposit or against original money receipt obtained from Divisional Cashier/N. C. Railway, Allahabad or against demand draft/Pay order/FDR issued by the State Bank of India/Nationalized/Scheduled Bank in favour of PFA/NCR/Allahabad) must be attached with the tender. Tender document are non-transferable. Complete description of item/scope of work and other tender conditions are available in the tender document. Offer submitted will be summarily rejected in case:- <ol style="list-style-type: none"> If tender form have not purchased from the office as mentioned above, Not downloaded from the mentioned specified as above, If received without original receipt of cost of tender form and EMD, Offers not accompanied with complete tender document duly signed on all pages. 			

For Principal Chief Material Manager
N.C.Rly., Allahabad

North Central Railway

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

The President of India (here in after referred to as the Government) represented by the Principal Chief Material Manager, North Central Railway, Block 'B', GM Office Complex, Subedarganj, Allahabad invites tenders for the disposal of the material as described in schedule available with the stock holders of North Central Railway as detailed in the schedule attached herewith, subject to the terms & condition and additional conditions set out below and in the prescribed agreement form enclosed here to.

CONDITIONS OF TENDER

SUBMISSION OF TENDER

1. Tenders must be submitted in the prescribed form and the envelopes containing them must be sealed and endorsed "Sale Tender No. 98179001 Due on -----" for "**Sale of Scrap Ferrous Turning & Boring on Annual Contract Basis**" detailed in the tender schedule in advance of the date and time specified in para 9 below. The envelope should be properly sealed and marked to "Principal Chief Material Manager, NORTH CENTRAL RAILWAY, BLOCK - B, GM OFFICE COMPLEX, SUBEDARGANJ, ALLAHABAD - 211015".
2. Tenderers must drop their tenders in the box provided at the reception in the Principal Chief Material Manager office. In case of tenderers, who desire to forward their tenders through post, the same must be dispatched under Registered Cover with Acknowledgment, Due sufficiently in advance of the date mentioned in para 9 below, so as to reach the Principal Chief Material Manager office not later than the time and date specified in para 9. The tenderers should sign each page of the Tender document and indicate in what capacity and authority he/she/they signs/sign the Tender document. The power of attorney should be submitted along with the Tender.

ACCEPTANCE OF TENDER:

3. The President of India is not bound to accept the highest or any tender nor to assign any reason for non-acceptance. Railway reserves the Right on behalf of the President of India to accept any tender in whole or in part or to accept any particular item or items specified in the tender without prejudice to the rights of the President of India to accept the Tender or Tenders of any person or persons with regard to the rest of the item or items or quantity in the respect of which Tenderer's tender is not accepted and the tenderer shall be required to purchase and remove the quantity and items in respect of which this Tender may be accepted at the rate or rates quoted by him and accepted on behalf of the Government.
4. The cost of tender document (Rs. 2000/-) and Earnest Money (Rs. 28,802/-) indicated above should be deposited with each tender in any of the acceptable forms (Cash deposit or against original money receipt obtained from Divisional Cashier, North Central Railway, Allahabad or against Demand draft/Pay order/FDR issued by the State Bank of

India/Nationalized/ scheduled Bank in favour of PFA, NCR, Allahabad) must be attached with the tender.

EARNEST MONEY DEPOSIT (EMD)

The tenderer must deposit 2% (two percent) of the estimated value of tender in Cash deposit or Demand draft/Pay order/FDR issued by the any nationalized bank, or in any mode of payment as shown in the annexure "A" attached, as Earnest Money Deposit (EMD) and must enclose the original receipt of Divisional Cashier with the tender document without which no tender will be considered.

If the tenderer after submission of his tenders subsequently refuses to abide by his offer, in full or in part, the earnest money will be forfeited by the Railway. Offer submitted will be summarily rejected in case:-

- (i) If tender form have not been purchased from the office as mentioned above,
- (ii) Not downloaded as specified as above,
- (iii) If not received without original receipt of cost of tender form and EMD.
- (iv) Offers not accompanied with complete tender document duly signed on all pages.

5. SECURITY DEPOSIT (SD)

(a) The successful tenderer will have to deposit 10% of the sale value of the material quoted towards Security Deposit for due fulfillment of the contract by the contractor, within 14 (fourteen) days from the date of issue of letter of Acceptance, either in Pay Order or Demand Draft or Bank Guarantee Bond valid for six months beyond the validity of contract for satisfactory completion of the contract. The hours of business of the Divisional Cashier's office Allahabad is 11.00 hours to 15.00 hrs if the payment is to be made. No payment will be accepted on Sunday and Holiday when the Railway's Cash office is closed.

The Security Deposit will be refundable subject to :

- i) On due fulfillment of the contract.
AND
- ii) On submission of a valid Income Tax Clearance Certificate and also No claim certificate by the contractor to the effect that the contractor has received all due arising out of this contract and that he has no claim whatsoever on the President against the contract.

The Security Deposit shall be returned to the contractor after the expiry of the contract period in all the cases other than as mentioned in Para (i) of the Note below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

Note -

- (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of

FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

- (ii) In case of contracts of value Rs. 50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.
- (b)** No interest will be payable on the Earnest Money and Security Deposit or on any amount payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon.
- (c)** The Earnest Money of the successful tenderer if deposited in cash or in the form of Demand Draft/Pay Order of the Nationalized Bank will be retained by the Railway Administration and adjusted against the Security Deposit as per clause 5 above. The balance amount to make up the security deposit may be deposited by the contractor.

In case, Bank Guarantee is submitted towards Earnest Money Deposit (EMD), the same should be valid for 6 months from the date of tender opening. The EMD of the unsuccessful tenderers will be refunded on finalization of contract. Bank Guarantee submitted towards EMD of the successful tenderer will be released after requisite amount of security deposit is deposited.

6. Neither the standing deposit, if any lodged with the Government in connection with weekly tenders or any other deposit against any other tender shall be accepted for the purpose of this tender. Tenderers are requested to keep the offer valid for acceptance for 120 days from the date of opening of tender.

NO ALTERATIONS / ADDITIONS.

7. No alternations or over writings are permitted on the Tender Form. The tenders with alterations or over-writings are liable to be passed over and rejected.

8. The tenderers must quote their rate exclusive of GST for the items in the schedule. The rates must be quoted both in words and figures and should confirm to the units specified in the tender. Failure to do so will render the tender liable to be passed over and rejected. The contract will be on rate contract basis as hereinafter mentioned. No guarantee can be given as to the quantity of material shown in schedule to be purchased and removed by the tenderer during the currency of the proposed contract. The tenderer is required to purchase and remove any quantity that may be ordered by the Government or its representative within the days stipulated in the contract.

OPENING OF TENDER

9. Tenders will be received at the office of the Principal Chief Material Manager, North Central Railway, Block 'B', GM Office Complex, Subedarganj, Allahabad 211015 upto 14:15 hrs. on ----- and will be opened at 14:30 hrs. on the same date or if due to any reasons which in the sole opinion of the Government is sufficient to postpone the opening of the tender on such date, then on any other day as may be fixed by the Principal Chief Material Manager or any other officer of the said Railway authorized by him on his behalf. Tenders will be opened in the presence of any tenderers who may wish to be present and no separate notice will be given to tenderers.

INSPECTION OF MATERIAL

10. Tenderers are advised in their own interest to inspect the items for which they wish to tender since details of the description and quantity are given as a rough guide for

identification only and the Government does not give any guarantee in regard to their correctness. The material can be inspected on application to the concerned stockholder. Tenderers may submit offer for any one or more items mentioned in the schedule hereby annexed.

ADVANCE ACCEPTANCE OF TENDER

11. The successful tenderer will be notified regarding the acceptance of his tender in writing by the Principal Chief Material Manager, North Central Railway. The letter communication of acceptance will be sent by Registered post.

IMPLICATION

12. The submission of the tender will be deemed to imply that these tender conditions and all documents attached herewith (including the prescribed form of agreement) have been studied and understood by the tenderers and that the tenderer is aware of the full scope of work to be done and the conditions effecting the execution thereof.

13. All tenderers must sign their names below their written offers in the space provided for that purpose in the schedule, and also sign all the pages of the complete tender document.

14. Tenders not complying with any of the above mentioned conditions will not be considered.

TIME ESSENCE OF CONTRACT

15. Time shall be deemed to be essence of the contract.

16. The Tenderers should carefully read and understand the Indian Railway Standard General Conditions of Contract, as available on the NCR's website.

17. Offer submitted will be summarily rejected in case:-

- (i) If tender forms have not purchased from the office as mentioned above,
- (ii) Not downloaded as specified as above,
- (iii) If not received without original receipt of cost of tender form and EMD,
- (iv) Offers not accompanied with complete tender document duly signed on all pages.

18. The Tenderers should carefully read and understand "SPECIAL TERMS & CONDITIONS OF SALE FOR "SCRAP FERROUS TURNING & BORING" ON ANNUAL CONTRACT BASIS".

19. Guidance to Tenderes:

- a) A single person trading under his own name should sign his own name in full.
- b) A single person trading under firm's name should sign first in his firm's name and their underneath his name in full.
- c) In the case of firm of more than one person the name of the partners must be filled in above and the tender be signed by one of the partners who should sign first in the firm's name and under signed his own name in full.
- d) In the case whereas tender is signed by a person or a partner of a firm and on behalf of the proprietors of their partners of firm, the tenderers shall undertake the whole responsibility in respect of the authority in favour of such person who signed the tender to bind the firm and he shall produce power of attorney issued in favour of such persons.
- e) In the case of limited company one of the Director or the Managing Director should sign therein.

****DECLARATION****

I/We hereby declare that I/we have carefully read all the terms and conditions given in Tender document (Annexures) and am/are agreed to abide by the same. The issue of letter of acceptance of my/our offer by the Principal Chief Material Manager, N.C. Railway, will constitute a binding contract between me/us and the President of Union of India.

<u>(Name and full address of the tenderer)</u>	(Signature of tenderer) along with stamp/seal.....
	Date:
	Place:

**FOR Principal Chief Material Manager
FOR & BEHALF OF THE PRESIDENT OF INDIA
DULY AUTHORISED**

NORTH CENTRAL RAILWAY

SALE TENDER NO. 98179001

DUE FOR OPENING ON: -----2017

TENDER FOR SALE OF SCRAP FERROUS TURNING & BORING ON ANNUAL CONTRACT

BASIS: [AS PER ANNEXURES ATTACHED]

To,

**The President of India
Through The General Manager
North Central Railway, Allahabad**

Sir,

Sub.- Invitation of Sale Tender no. 98179001

With reference to the above invitation of tender, I/We hereby offer to purchase and remove at the rates mentioned in the schedule here to annexed and upon the subject to conditions of tender and their terms and conditions in the annexed agreement, as specified in the said schedule. This offer is also subject to the conditions that you will have the right to accept this tender in whole or in part or any particular item or items specified in the schedule here to without prejudice to your right to accept the tender or tenders of any other person or persons with regards to the rest of the item or items or quantity in respect of which this tender may not be accepted by you.

The fulfillment/observance of the conditions of tender and the terms and conditions contained the agreement form annexed to the said invitation to tender and the letter accepting this tender shall be the sole responsibility of the Contractor. Should this tender be accepted I/We hereby undertake forth with to enter into an agreement in the prescribed form of agreement annexed to the said invitation to tender.

Yours Truly,

(Signature of the Tenderer)

Address in full: -----

Telephone No. -----

Date: -----

Accepted as per letter no. -----

Date: -----

**FOR Principal Chief Material Manager
FOR & BEHALF OF THE PRESIDENT OF INDIA**

**SPECIAL TERMS & CONDITIONS OF SALE FOR “SCRAP FERROUS TURNING & BORING”
ON ANNUAL CONTRACT BASIS.**

1.(a)	Evaluation of offers received will be individual Item wise/ location wise/Stock holder wise as per annexure. The tenderers are required to quote for full quantity as shown against individual lots. If any tenderer quote for part quantity against an individual lot, their offer wouldn't be considered.
1.(b)	Representative of N.C. Railway inviting Tenders & signing on behalf of the President of India shall herein after be called “Administration” and the firm to whom the letter of acceptance shall be issued shall be hereinafter called the “Purchaser”.
1.(c)	The powers upon the President of India by these conditions and all consents, directions, discretions and approval to be given by him (unless otherwise expressly provided by these conditions) may be exercised and given by the Principal Chief Material Manager, North Central Railway, Allahabad for the time being or any other officer deputed by the Principal Chief Material Manager for that purpose.
1.(d)	Any notice to be served on the purchaser shall be deemed to have been sufficiently served if delivered or left at or sent by registered post addressed to the purchaser at his last known place of business. Any notice to be served by the purchaser on the President of India shall be deemed to be sufficiently served left at the office of the Principal Chief Material Manager, North Central Railway, GM Office Complex, Subedarganj, Allahabad. (All communication to be on the letter head of the purchaser)
2.0	<p><u>Price Variation Clause (PVC)</u></p> <p>The tenderers are required to quote their rate on the basis of monthly WPI of melting scrap published by Ministry of Commerce and Industry. The quoted price will be subject to variation in ratios of 1:1 i.e. if WPI increases by 10%, then rate will also be increased by 10% (exclusive of all statutory taxes & duties). Rates should be quoted based on WPI one month prior to the month of opening of tender. For example if tender is opened in the month of November, then WPI of October is to be considered for quoting rates in tender. In case WPI of October is not available, then WPI of last available month is to be considered. Quoted rates will be evaluated by updating the quoted rate with WPI of previous month.</p> <p>The quoted rates will be updated as per above PVC Clause for each Sale Memo (Sale Release Order) and the WPI of melting scrap published by Ministry of Commerce and Industry will be considered for updation of PVC. WPI of the month in which Sale Memo (Sale Release Order) is issued will be used for updating of applicable price. As WPI of the month of Sale Memo will not be available for implementing this Clause, WPI of previous month will be considered for the subject sale memo. Difference in the rates of sale memo will be adjusted in subsequent month when the WPI of that month will be available. For last Sale Memo difference will be adjusted from security deposit.</p> <p>Please refer to Annexure-C for detailed information on PVC clause, Rates chargeable in a Sale Memo (Sale Release Order), and adjustments of the charges from the subsequent Memos as and when required.</p> <p>Offer not in conformity with the above Price Variation Clause will be summarily rejected.</p>
3.(a)	Quantities specified in the schedule of material and quantities shown on as is where is basis are approximate. The description and quantity of the material in the schedule of material is meant only to give a rough idea of the type and quantity of material offered for sale and no guarantee/warranty is given towards quality and quantity that may be made available to the purchaser. The Railway Administration accepts no responsibility whatsoever for any variation in the description or quantity. The material will be delivered on “as is & where is basis”. The principle of caveat emptor shall apply. No

	complaints regarding quantity/quality of the materials sold will be entertained by the Railway Administration. Intending tenderers shall be considered to be aware of the general nature, quantity and quality of the materials that will be sold to them before submitting their tenders.
3.(b)	The contract shall be deemed to have been concluded after issued of each sale memo i.e. contract will be binding by issue of sale memo i.e. sale consideration and definite time frame of delivery for lifting of scrap.
3.(c)	There is no commitment on the part of Railway Administration for minimum quantity which can be ordered for sale delivery during currency of Sale price agreement. The contract shall come enforce on issue of Sale Memo. However, the Railway Administration can increase the quantity by 25% during the currency of the contract.
4.0	The number of Sale memo shall be limited to the quantity specified in the Tender & resident agreement/contract on annual basis, as per schedule of tender. North Central Railway administration reserves the right to withdraw the quantity at any stage and resort to any other modes of sale (by Tender or Auction) within the validity period of Sale Price Agreement.
5.(a)	The contract will be operated through the issue of the sale memo from time to time by the concerned Depot officer/officer-in-charge within the currency of the Sale price agreement entered into by Principal Chief Material Manager, Subedarganj, Allahabad. The quantity of the Sale memo to be issued by the depot shall not exceed 100 MTs. The depot however, reserves the rights to issue more than one Sale memo in a month. The purchaser shall not be entitled for any damage, in whatsoever form for non issue of sale memo.
5.(b)	The successful tenderer shall deposit the full sale value based on the Sale Memo (as per the quoted rates updated as per PVC detailed in para 2.0 above) in cash to the Divisional Cashier, North Central Railway at Allahabad before 10 days from the date of issue of sale memo by the depot officer/officer-in-charge concerned, further extension, may be granted, but not beyond 40 days from date of issue of sale memo under any circumstances, on written, request from purchaser by the Head Quarters office with interest @ 7% above the base rate of State Bank of India or as applicable at the time of issue sale memo. In case of failure, the sale will be treated as cancelled at the discretion of the Principal Chief Material Manager.
5.(c)	The full sale price can also be paid by the firm in the form of the demand draft of any Nationalized Bank in favour of the PFA/NCR, Allahabad. However, it may please be noted that the receipt for the same will be issued by Divisional Cashier on realization of the amount of demand draft. The material can only be removed from Railway premises on production of Sale memo issued from the Railway Administration concerned. In case purchaser does not present himself for taking delivery and desired that the delivery may be given to his representative, a power of attorney on the Non Judicial stamp paper duly executed before and authenticated by Notary Public or any law court Judge or Magistrate may be furnished to the Railway Administration at the time of taking delivery of the material.
6.(a)	The purchaser shall be bound to remove the material fully within 21 days from the date of issue of Sale Memo. No extension of time is warranted by the circumstance and agreed to by the Railway Administration, the purchaser will be liable to pay ground rent to the Railway at the rate of half percent (1/2%) per day of the material remained un-removed. Such extension shall be granted solely at the discretion of the Administration.
6.(b)	Normally no extension for more than one month beyond the delivery period within which the purchase is supposed to remove the material shall be granted and material un-removed within the free delivery period or the extended delivery period shall be liable to be disposed off by the Principal Chief Material Manager, in such manner as at the entire risk and sale of the purchaser and he will not be entitled to any compensation

	whatsoever for the material having been so disposed off by the Controller of Stores. No interest shall be paid to the purchaser on the amount deposited by him and subsequently found refundable to them under any circumstances.
7.0	It is to be distinctly understood that the delivery of the material will exist on the principle of "as is where basis is". The purchaser should give three days advance notice to the officer in-charge for granting the date on which he intends to commence delivery. Delivery will not be effected on Sundays and Gazetted holidays or holidays observed at the said place. Delivery of the materials will be affected in the normal working hours. In order to complete delivery within the working hours all loading must be closed half an hour before the closing time.
8.0	The earnest money/security money shall be forfeited if the purchaser without sufficient cause fails to deposit price of materials within the period specified in the Sale Price Agreement. In such event the sale price agreement shall be cancelled at the risk and sale of the purchaser without any further reference to him and the material will be disposed off by the Principal Chief Material Manager in the most suitable manner in the given circumstances and the difference between the price fetched on such sale and the price tendered shall be recovered from the purchaser additionally. Purchaser will be liable to make good to the Railway any other losses sustained on such re-sale and the same will be recovered by the due process of law.
9.0	The material will remain the Railway property unless and until all the conditions of the sale are fulfilled. The mere payment of the purchase price does not constitute the complete purchase and the material will become the property of the purchaser only after the sale has been completed. The Railway Administration shall not be in any circumstances whatsoever be liable for any theft or mis-appropriation or loss by fire or other loss through any cause whatsoever which may occur after all the formalities for sale are completed.
10.0	The Sale Price agreement will be valid for 12 months from the date of issue of the Sale price agreement. However there is no commitment on the part of Railway Administration for the minimum quantity which can be ordered for sale during currency of price agreement.
11.0	The purchaser will required to take delivery of the material as per the sale memo issued by the authorized representative of the Administration. Normally, Sale memo will be issued fortnightly/monthly basis, as per the arising of the material. However, if any accumulation exists, the entire quantity available as per sale memo will be required to be lifted by the purchaser. If the existing accumulation is more than the normal arising, the Administrator, can issue Sale Memo for such quantities and the purchaser will be required to lift the entire material as per the sale memo issued by the Railway Administration.
12.0	Loading/unloading of the material will be done by the purchaser at their own expenses. In the event of purchaser requiring facilities from Administration, the same will be provided at the discretion of the Administration on payments as per rule and regulations of the Railway Administration.
13.0	Each Sale memo will be considered as separate Sale order. Purchaser will be required to deposit full sale value for the quantity mentioned in Sale Memo and terms and conditions of Sale Price Agreement.
14.0	Wherever all or some of the firms quote equal rates and/or cartel formation or non-competitive bidding is suspected, Railways reserve the right at its own discretion to place order on one or more firms with exclusion of the rest without assigning any reasons. If it is suspected that the firms are quoting in cartel or in a non-competitive manner, their names are likely to be deleted from the list of approved sources, besides rejection of their offer.
15.0	Decision of the North Central Railway Administration would be final regarding whether cartel is suspected or whether offers are of non-completive manner.

16.0	Tenderers may quote for, any one or all schedules. Tenderers should quote separately for each schedule (fully) and not for a particular/individual lot of the schedule. Successful tenderers will be required to pay for and remove all the lots pertaining to the schedules against which they have quoted.
17.0	The tender form should be filled up neatly in indelible ink. All rates must be entered in words as well as in figures and with all corrections initialed. In case of discrepancy, the rates mentioned in words will prevail.
18.0	Tenderers should note that GST or any other duty/statutory levy (ies) that is legally liveable at the time of delivery will have to be paid by them extra.
19.0	All offers must be for taking delivery Ex-Site. No other form of offer will receive consideration.
20.0	Quotation submitted must be in the unit called for and rates quoted must be legibly written in word and figures for each of the lot separately. The offers received will be evaluated on the basis of basic rate quoted by the firm.
21.0	Offer shall remain valid for acceptance for 120 days from the date of opening of the Tender.
22.0	(a). Other terms & conditions will be as per the tender conditions. (b). The successful tenderer shall have to execute an agreement with the Railway Administration, a specimen copy of which is enclosed herewith. All terms & conditions set forth in the agreement are to treated as part of the tender document and in case of any variance; the terms & conditions of the agreement shall prevail. Further, if any aspect remains uncovered in the agreement, the same will be covered vide the conditions of tender. The successful tenderer must return the agreement form duly signed within 14 days of date of issue, failing which the amount of Earnest Money shall be forfeited by the Railway Administration and his tender shall stand cancelled.
23.0	ARBITRATION
(a)	In the event of any question, dispute or difference arising under these conditions or in connection with the contract (Except as to any matters the decision of which is specially provided for the tender document/tender conditions) the same shall be referred to the sole arbitration of any arbitrator appointed by the General Manager of the Railway Administration who shall appoint an arbitrator. The officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters which the contract relates or who in the course of the their duties as Railway servants have expressed views on all or any of the matters under dispute or differences. The award of the arbitrator shall be final and binding on the parties to this contract.
(b)	In event of death, negligence or refusal to act or resignation or inability of the arbitrator for any reason, it shall be lawful for the appointing authority to nominate another arbitrator in the aforesaid manner. Such person shall be entitled to proceed from the stage at which it was left by his predecessor.
(c)	It is further a terms of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible the matter is not to be referred to arbitration at all.
(d)	Upon every and any such reference the assessment of the cost to the reference shall be at the discretion of the arbitrator.
(e)	Subject to aforesaid, the Arbitration & Conciliation Act 1996 and the rules there under and statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of arbitration shall be the place from which the acceptance of offer contract is issued or such other place as the arbitrator at his discretion may be determined.

Tenderer's Signature

Name and full address

Telephone No. Date

NORTH CENTRAL RAILWAY

SCHEDULE OF RATES

TENDER NO. **98179001** DUE ON -----**2017** FOR SALE OF "SCRAP FERROUS TURNING & BORING ON ANNUAL CONTRACT BASIS", AS PER DETAILS AS UNDER.

Description	Estimated Annual Qty. (in MTs)	Stock Holder	Location	Basic Rate* (in per MT)	
				In Figures	In Words
Sale of Scrap Ferrous Turning & Boring on Annual Contract Basis	90 MT ± 25%.	Sr.DEE/RS/CNB	Electric Loco Shed, Kanpur.		

*** GST or any other duty (ies)/statutory levy (ies) that is legally livable at the time of delivery (ies) will be applicable on basic rate.**

NOTE:-

- 1) As per para 1(a) of Special Terms & Conditions and Conditions of Sale, Evaluation of offers received will be individual Item wise/ location wise/Stock holder wise as per annexure. Hence tenderers should quote their rates individually as above.
- 2) In case of there being difference in the rates quoted in figures and words, then the rates mentioned in words would prevail and shall be taken for evaluation of offer.
- 3) Sale is on "As is where is Basis".
- 4) The quantity shown above is only approximate quantity and is with +/- 25% variation. Contractor shall have no right to demand full quantity if found short. However the quantity will be increased by 25% at the option of Railway if found excess.
- 5) Earnest Money to be deposited : Rs. 28,802/- (Please refer to para 4.0 of Instructions to Tenderers And Conditions of tender & Annexure-A)
- 6) Tenders not supported by original proof of requisite EMD will be summarily rejected.
- 7) Price Variation Clause (PVC) will be applicable as per clause 2.0 of Special Terms & Conditions of Sale of SCRAP FERROUS TURNING & BORING ON ANNUAL CONTRACT BASIS, and as per Annexure-C.

Offers not in conformity with the above price variation clause will be summarily rejected.

- 8) Firm's are requested to submit along with the offer:
 - (a) GST Certificate
 - (b) Performance Statement
 - (c) Financial Capacity Statement

Tenderer's Signature
(With stamp/Seal)

Place: Date:

Name & Address
.....

e-mail id:

Fax No:

OFFER PARTICULARS

TENDER NO. **98179001** DUE ON -----**2017** FOR SALE OF "SCRAP FERROUS TURNING & BORING ON ANNUAL CONTRACT BASIS", AS PER DETAILS ARE AS UNDER.

Details of the Tender Cost:

Money Receipt/DD/FDR No: _____ Date: _____

Deposited at/Name of issuing Office: _____

Amount: (In fig.) _____

(In Words.) _____

Remarks, If Any

Details of the Earnest Money Deposit (EMD) :

Money Receipt/DD/FDR No: _____ Date: _____

Deposited at/Name of issuing Office: _____

Amount: (In fig.) _____

(In Words.) _____

Remarks, If Any

Tenderer's Signature
(With stamp/Seal)

Place:

Date:

Name & Address
.....

e-mail id:

Fax No:

INSTRUCTIONS TO THE TENDERERS IN REGARD TO DEPOSITS

The Tenderers must deposit Cash with the Divisional Cashier, North Central Railway, Allahabad and the Deposits other than Cash in favour of PFA, NCR, Allahabad, the sums required vide Clause 4 & 5 of the Instructions to the Tenderers and Conditions of Tenders. No interest will be allowed on the earnest money or security deposit.

- 1. Earnest Money Deposit (EMD):** - The alternative forms in which earnest money to be deposited with the tenders to be accepted are as under:
 - (a) Deposit of Cash for which no interest will be allowed.
 - (b) Pay Order, Demand Drafts, Deposit Receipts and Guarantee Bonds of the Nationalized Bank.
 - (c) Guarantee Bonds, Cash Certificates and such other instruments representing any special clause of deposits issued by the Scheduled Bank approved by the Reserve Bank of India, in this behalf up to certain specified limit without being required to lodge securities as cover.
- 2.** Guarantee Bonds Tendered in excess of the limit fixed for a approved Bank for the purpose provided the Bank concerned lodges with the Reserve Bank of India requisite securities viz. Cash deposits or Govt. Securities in respect of guarantee to be executed to be tendered by the if in excess of the limit.
- 3.** Guarantee Bonds executed by Scheduled Banks which have not been approved by the Reserve Bank of India for the purpose provided.
 - (i) The Bond in question is countersigned by the any of the Nationalized Banks whereby the latter under takes full responsibility to indemnify the Railway in case of default.
OR
 - (ii) The Bank concerned lodges with the Reserve Bank of India requisite securities viz. Cash Deposits or Govt. Securities in respect of guarantees to be executed by it and the Reserve Bank advised that the bond may be accepted.

Note: In no circumstances cheques will be accepted towards earnest money deposit.

- 4. Security Deposit (SD):-** The alternative Forms in which Security deposits for the due performance of the contract will be accepted are given below:-
 - (a)** Deposit of Cash for which no interest will be allowed. Deposit not exceeding Rs. 500/- should be paid in cash.
 - (b)** Govt. Securities (including investment in the National Plan Loans) in the forms of G.P. Notes.
 - (c)** Deposit Receipts of the Nationalized Bank
 - (i) Guarantee Bonds executed by the Nationalized bank.
 - (ii) Pay Orders or demand drafts of the Nationalized Bank.
 - (d)** Guarantee Bonds, Fixed Deposit receipts or other similar instruments representing any clause of deposits executed by Scheduled Bank provided.
 - (i) The Bond in is countersigned by the Nationalized Bank whereby the State Bank of India undertakes full responsibility to indemnify the Railway in case of default.
 - (ii) The Bank concerned lodges with the Reserve Bank of India requisite securities via Cash deposits of Govt. securities in respect of the guarantee executed to be tendered by it and the Reserve Bank of India advised the Railway that the Bond may be accepted.
 - (e)** A Deposit in Post Office Saving Bank Account.
 - (f)** Deposit in the National Saving Certificate.
 - (g)** Treasury Saving Deposit Certificate.
 - (h)** National Plan certificate at their surrender value.
 - (i)** 12 years National Deposit Certificates (at their surrender value)
 - (j)** 10 years Defence Deposit (at their surrender value i.e. face value minus Rs. 3.25 per Defence bond of Rs. 50/-each)
 - (k)** National Defence Bond (at their surrender value)

Note: In no circumstances will cheques be accepted towards security deposit.

GURANTEE BOND FOR EARNEST MONEY DEPOSIT

(To be used by approved Schedule Bank)
In consideration of the President of India herein after called the Govt.

Messers (Hereinafter called the said)
Contractor(s) having to pay earnest money deposit under the terms and conditions of
tender no. opening on have agreed for
Rupees..... Only valid upto.....

1. We Bank Ltd. (hereinafter referred to as the Bank) do hereby undertake to pay the Govt. an amount not exceeding Rs.
2. We Bank Ltd. do hereby under take to pay the amount, due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said tender or by reason of the Contractor (s) failure to perform the said tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We..... Bank Ltd. further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Principal Chief Materials Manager, North Central Railway, Ministry of Railways certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the We shall be discharged from all liability under this guarantee thereafter.
4. We Bank Ltd. further agree with the Government that the Government shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variations of extension being granted to the said tender/(s) or for any forbearance act or commission on the part of the Government or any indulgence by the Government to the contractor. The said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.
6. Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. (Words) (Rupees.....) and shall remain in force upto Unless an action to enforce a claim under this guarantee is filed against us on or before that date all your rights under the above guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

DATED: The day of 2017

For Bank Ltd.

Price Variation Clause (PVC)

The tenderers are required to quoted their rate on the basis of monthly WPI of melting scrap published by Ministry of Commerce and Industry. The quoted price will be subject to variation in ratios of 1:1 i.e. if WPI increases by 10%, then rate will also be increased by 10% (exclusive of all statutory taxes & duties). Rates should be quoted based on WPI one month prior to the month of opening of tender. For example if tender is opened in the month of November, then WPI of October is to be considered for quoting rates in tender. In case WPI of October is not available, then WPI of last available month is to be considered. Quoted rates will be evaluated by updating the quoted rate with WPI of previous month.

The quoted rates will be updated as per above PVC Clause for each Sale Memo (Sale Release Order) and the WPI of melting scrap published by Ministry of Commerce and Industry will be considered for upadation of PVC. WPI of the month in which Sale Memo (Sale Release Order) is issued will be used for updating of applicable price. As WPI of the month of Sale Memo will not be available for implementing this Clause, WPI of previous month will be considered for the subject sale memo.

Difference in the rates of sale memo will be adjusted in subsequent month when the WPI of that month will be available. For the last Sale Memo, the difference will be adjusted from security deposit.

Example:- Suppose a contract is placed in the month of June 2015 @ Rs. 20,000/- PMT on the basis of WPI of March'15 which is 138.6 (assumed). A sale memo is issued for 100 MT in the month of July'15. WPI available on the date of issue of sale memo is up to June'15 only which is 145 (assumed) and subsequently in the month of August'15 WPI available of July'15 is 150 (assumed).

The Payable rates in this case will be worked out as below:

Sale Price Agreement (SPA)Rate	Rs. 20,000/- PMT
Basis of SPA Rate	WPI of March 2015 which is 138.6
Month of issue of Sale Memo	July 2015
Available WPI in the month of July 2015	WPI of June 2015 which is 145
Month of issue of Sale Memo	August 2015
Rate charged for July 2015 Sale Memo	$\text{Rs. } 20,000 \times 145 / 138.6 = \text{Rs. } 20,923.52$
Actual rate which should have been charged for July 2015 but could not be charged as WPI of July 2015 was not available.	$\text{Rs. } 20,000 \times 150 / 138.6$ $= \text{Rs. } 21,645.02 \text{ PMT}$
Difference of sale memo of July 2015 which is to be adjusted charged extra along with sale memo of August 2015.	$\text{Rs. } 21,645.02 - \text{Rs. } 20,923.52$ $= \text{Rs. } 721.50 \text{ PMT}$

CHECK SHEET FOR BIDDERS

The tenderers are requested to check their offer/bid before submission of tender with special reference to the followings.

1.	Whether all Tender document has been read and understood thoroughly:	YES/NO
2.	Whether Tender Cost Deposited:	YES/NO
3.	Whether all the pages of tender document signed:	YES/NO
4.	Whether Earnest Money Deposited:	YES/NO
5.	Whether Rates quoted both in words & figures:	YES/NO
6.	Whether Rates quoted in Words & figures are same:	YES/NO
7.	Whether Offer Particulars filled in properly:	YES/NO
8.	Whether Declaration has been Signed:	YES/NO
9.	Is there any deviation from the tender conditions:	YES/NO
10.	Whether quoted for full tendered quantity:	YES/NO
11.	Whether PVC Clause accepted as per tender:	YES/NO
12.	Whether complete address with PIN CODE furnished:	YES/NO
13.	Whether contact no. (telephone/mobile) furnished:	YES/NO
14.	Whether Fax No. and e-mail id furnished:	YES/NO

**AGREEMENTS FOR THE DISPOSAL OF MATERIAL AS DESCRIBED IN THE
SCHEDULE**

This agreement made this -----Day of -----between the President of India hereinafter called ! The Government ! Which expression shall mean and include his successors in office and assignee of the one part and:

- 1) Shri ----- carrying on business under the name and style of ----- as ! The sole proprietor thereon at ----- hereinafter called ! The Contractor ! which expression shall mean and include his heir, executors, administrators and permitted assignees.
- 2) Shri Residing at and Shri Residing at all carrying on business under the name and style of M/s in partnership as partners, hereinafter called ! The Contractor ! (which expression shall mean and include their and each of their heirs, executors, administrators and permitted assignees).
- 3) M/s Ltd., a company registered under the Companies Act and having its registered office at hereinafter called! The Contractor! "(which expression shall mean and include its successors and permitted assignees)" of the other part.
 - 1) These descriptions are to be used when the Contractor is a Sole proprietor and the descriptions (2) & (3) are to be deleted in such case.
 - 2) These descriptions are to be used when the Contractor is a partnership firm and the descriptions (1) & (3) are to be deleted, in such case.
 - 3) These descriptions are to be used when the Contractor is a limited company and the descriptions (1) & (2) are to be deleted in such case.

Whereas the contractor has agreed with the Government to purchase and remove the material accumulated at the premises on the North Central Railway, mentioned in the schedule hereto, during the Contract Period.

Only the terms and conditions as set out in the special conditions, conditions of contract and in the tender schedule and other tender document forming part and parcel of the tender document contained in the tender booklet shall govern to this contract. No variation or alternation of the contract shall be binding on the Government, unless such variations or alterations are endorsed on the agreement or are embodied in the supplemental instruments signed by the contractor and on behalf of the Government by the officer duly authorized for the purpose.

This agreement shall be deemed to have come into force on ----- and shall remain in force and effect till the -----

FOR & ON BEHALF OF THE PRESIDENT OF INDIA
DULY AUTHORISED

SIGNATURE OF THE TENDERER

NAME:

ADDRESS: -----

DATE:.....

PLACE:.....

e-mail id:

Fax No:

NORTH CENTRAL RAILWAY
OFFICE OF Principal Chief Material Manager
BLOCK B-3, HEADQUARTER OFFICE
SUBEDARGANJ, ALLAHABAD-211033

Agreement No. -----

Dated:-----

An agreement made this-----(day)-----day of -----(month)----two thousand seventeen between the president of the Union of India acting in the premises through the Principal Chief Material Manager, North Central Railway, Block B-3, Headquarter office, Subedarganj, Allahabad-211015 (hereinafter called the Railway administration) of the one part and **M/s -----** -----having its Head Office at ----- carrying on the business under the above name and style (hereinafter referred to the contractor) of the other part is agreed by between the above named parties hereto as referred to the contractor) of the other part is agreed by between the above named parties hereto as follows:-

1.	That the Railway administration shall sell and the contractor shall purchase-----Quantity--- --- Nos./MT/KG Plus/minus 25% approx. of estimated annual accumulation of scrap----- -----description--- of -----custodian-----, at Rs.-----per unit from----- ----- Depot/Division/Workshop of North Central Railway for delivery exists.
2.	That in respect of accumulation in the division/depot/workshop mentioned in clause 1 above, the decision of the custodian of the ----- depot/division/workshop of North Central Railway for the time being as to what is and what is not included in the said accumulation shall be final and binding on the contractor.
3.	That this contract shall be deemed to have come into force form ----- (Day)-----day of -----(month)-----2017 and shall remain in force up to----- (Day)-----day of -----(month)-----2017 , both days are inclusive provided always that the Railway administration may terminate the contract without assigning any reason whatsoever during the period by giving at least one month's notice in writing, to the contractor and Railway administration shall not accept any claim for any loss the contractor may suffer for the said termination.
4.	That a sum of Rs.----- (Rupees) deposited by the contractor vide Bank Guarantee Bond No. ----- date -----/Bank Guarantee Bond No.-----dated -----for Rs. ---- (Amount)----- (Rupees) shall be retained by the Railway administration free of interest as Security Deposit for the due and proper fulfillment of the contract. The same will be returned / refunded to the contractor on satisfactory completion of the contract less such deduction as it may be found necessary by the Railway administration to be made in accordance with the terms and conditions mentioned herein below and the contractor's surrendering to the Railway administration the original receipt for the said amount.
5.	That the contractor shall pay GST or any other statutory levy (ies) along with the respective value.
6.	Any notice to be served on the purchaser shall be deemed to have been sufficiently served if delivered or left at or sent by registered post addressed to the purchaser at his last known place of business. Any notice to be served by the purchaser on the President of India shall be deemed to be sufficiently served left at the office of the Principal Chief Materials Manager, North Central Railway, GM Office Complex, Subedarganj, Allahabad.
7.	Price Variation Clause (PVC) The contracted rates will be updated as per above PVC Clause for each Sale Release Order and the WPI of melting scrap published by Ministry of Commerce and Industry will be considered for updation of PVC. WPI of the month in which Sale Release Order is issued will be used for updating of applicable price. As WPI of the month of Sale Memo will not be available for implementing this Clause, WPI of previous month will be considered for the subject sale memo. Difference in the rates of sale memo will be adjusted in subsequent month when the WPI of that month will be available. For last Sale Memo difference will be adjusted from security deposit. The PVC shall be applicable as already mentioned in the para 2.0 of the SPECIAL TERMS & CONDITIONS OF "SALE FOR SCRAP FERROUS TURNING & BORING ON ANNUAL CONTRACT BASIS", and as mentioned in the Annexure C of the tender document.

8.	Quantities specified in the schedule of material and quantities shown on as is where is basis is approximate. The description and quantity of the material in the schedule of material is meant only to give a rough idea of the type and quantity of material offered for sale and no guarantee/warranty is given towards quality and quantity that may be made available to the purchaser. The Railway Administration accepts no responsibility whatsoever for any variation in the description or quantity. The material will be delivered on "as is & where is basis". The principle of caveat emptor shall apply. No complaints regarding quantity/quality of the materials sold will be entertained by the Railway Administration.
9.	The contract will be operated through the issue of the sale memo from time to time by the concerned Depot officer/officer-in-charge within the currency of the Sale price agreement entered into by Principal Chief Materials Manager, Subedarganj, Allahabad. The quantity of the Sale memo to be issued by the depot shall not exceed 100 MTs. The depot however, reserves the rights to issue more than one Sale memo in a month the purchaser shall not be entitled for any damage, in whatsoever form for non issue of sale memo.
10.	The successful tenderer shall deposit the full sale value based on the Sale Memo (as per the quoted rates updated as per PVC detailed in para 07 above) in cash to the Divisional Cashier, North Central Railway at Allahabad within 10 days from the date of issue of sale memo by the depot officer/officer-in-charge concerned, further extension, may be granted, but not beyond 40 days from date of issue of sale memo under any circumstances, on written, request from purchaser by the Head Quarters office with interest @ 7% above the base rate of State Bank of India or as applicable at the time of issue of sale memo. In case of failure the sale will be treated as cancelled at the discretion of the Principal Chief Materials Manager.
11.	The full sale price can also be paid by the firm in the form the demand draft of any Nationalized Bank in favour of the PFA/NCR, Allahabad. However, it may please be noted that the receipt for the same will be issued by Divisional Cashier on realization of the amount of demand draft. The material can only be removed from Railway premises on production of Sale memo issued from the Railway Administration concerned. In case purchaser does not present himself for taking delivery and desired that the delivery may be given to his representative, a power of attorney on the Non Judicial stamp paper duly executed before and authenticated by Notary Public or any law court Judge or Magistrate may be furnished to the Railway Administration at the time of taking delivery of the material.
12.	The contract shall be deemed to have been concluded after issue of each sale memo i.e. contract will be binding by issue of sale memo i.e. sale consideration and definite time frame of delivery for lifting of scrap.
13.	There is no commitment on the part of Railway Administration for minimum quantity which can be ordered for sale delivery during currency of Sale price agreement. The contract shall come enforce on issue of Sale Memo. However, the Railway Administration can increase the quantity by 25% during the currency of the contract.
14.	The number of Sale memo shall be limited to the quantity specified in the Tender & resident agreement/contract on annual basis, as per schedule of tender. North Central Railway administration reserves the right to withdraw the quantity at any stage and resort to any other modes of sale (by Tender or Auction) within the validity period of Sale Price Agreement.
15.	The purchaser shall be bound to remove the material fully within 21 days from the date of issue of Sale Memo. No extension of time is warranted by the circumstance and agreed to by the Railway Administration, the purchaser will be liable to pay ground rent to the Railway at the rate of half percent (1/2%) per day of the material remained un-removed. Such extension shall be granted solely at the discretion of the Administration.
16.	Normally no extension for more than one month beyond the delivery period within which the purchase is supposed to remove the material shall be granted and material un-removed within the free delivery period or the extended delivery period shall be liable to be disposed off by the Principal Chief Materials Manager, in such manner as at the entire risk and sale of the purchaser and he will not be entitled to any compensation whatsoever for the material having been so disposed off by the Controller of Stores. No interest shall be paid to the purchaser on the amount deposited by him and subsequently found refundable to them under any circumstances.

17.	It is to be distinctly understood that the delivery of the material will exist on the principle of "as is where basis is". The purchaser should give three days advance notice to the officer in-charge for granting the date on which he intends to commence delivery. Delivery will not be effected on Sundays and Gazetted holidays or holidays observed at the said place. Delivery of the materials will be affected in the normal working hours. In order to complete delivery within the working hours all loading must be closed half an hour before the closing time.
18.	The earnest money/security money shall be forfeited if the purchaser without sufficient cause fails to deposit price of materials within the period specified in the Sale Price Agreement. In such even the sale price agreement shall be cancelled at the risk and sale of the purchaser without any further reference to him and the material will be disposed off by the Principal Chief Material Manager in the most suitable manner in the given circumstances and the difference between the price fetched on such sale and the price tendered shall be recovered from the purchaser additionally. Purchaser will be liable to make good to the Railway any other losses sustained on such re-sale and the same will be recovered by the due process of law.
19.	The material will remain the Railway property unless and until all the conditions of the sale are fulfilled. The mere payment of the purchase price does not constitute the complete purchase and the material will become the property of the purchaser only after the sale has been completed. The Railway Administration shall not be in any circumstances whatsoever be liable for any theft or mis-appropriation or loss by fire or other loss through any cause whatsoever which may occur after all the formalities for sale are completed.
20.	The Sale Price agreement will be valid for 12 months from the date of issue of the Sale price agreement. However there is no commitment on the part of Railway Administration for the minimum quantity which can be ordered for sale during currency of price agreement.
21.	The purchaser will required to take delivery of the material as per the sale memo issued by the authorized representative of the Administration. Normally, Sale memo will be issued fortnightly/monthly basis, as per the arising of the material. However, if any accumulation exists, the entire quantity available as per sale memo will be required to be lifted by the purchaser. If the existing accumulation is more than the normal arising, the Administrator, can issue Sale Memo for such quantities and the purchaser will be required to lift the entire material as per the sale memo issued by the Railway Administration.
22.	Loading/unloading of the material will be done by the purchaser at their own expenses. In the event of purchaser requiring facilities from Administration, the same will be provided at the discretion of the Administration on payments as per rule and regulations of the Railway Administration.
23.	Each Sale memo will be considered as separate Sale order. Purchaser will be required to deposit full sale value for the quantity mentioned in Sale Memo and terms and conditions of Sale Price Agreement.
24.	That the Railway administration reserves the rights during the currency of the contract to issue any quantity for its bonafide use and also to cancel undelivered balance quantity and refund value thereof in case of circumstances beyond the control of the Rly. Administration viz. imposition of central legislation etc. and in that case the purchaser will not be entitled to claim any compensation for any loss that he may suffer.
25.	No delivery will be given on weekly regular holiday or Sunday as the case may be Gazetted Holidays or holidays observed by the division/depot in order to complete delivery within the hours specified above all loading must cease on week days by 17:00 hrs. The representatives of the Stores, Accounts and RPF, will be present at the time of delivery.
26.	That notwithstanding what is contained in this Agreement the contractor failing to adhere strictly in accordance with the terms and conditions of the contract and/or failing to deposit the value of accumulation as referred under clause 10 above, the said Railway administration may at their own discretion and without any reasons and reference whether written or verbal sell the accumulation-of materials to any other party at any price may get therefore at the risk and cost of the contractor, and if such price is less than the contracted-rate in terms of clause 1 above, the contractor shall further remain liable for the difference thereof, which shall be recovered from his security deposit. In addition the security deposit shall also be forfeited due to failure of the contractor to execute the contract satisfactorily.
27.	Only the terms and conditions herein contained in the schedule annexed to this agreement and the conditions of tender and no other shall govern this contract. No variation or alteration of the contract shall be binding on the Government unless such

	variations or alterations are endorsed on the agreement or are embodied in a supplemental Instruments signed by the contractor and on behalf of the Government by an officer duly authorised for the purpose.
28.	The power conferred upon the Government under these presents and all notices, consents, directions, discretions and approvals to be exercised or given by the Government Under these presents shall be exercised and given on behalf of the Government by the Controller of Stores, North Central Railway or any other officer deputed by him for the purposes.
29.	If the contractor desires to take the delivery of the material through his representative he will be required to submit to the stock holder or officer giving delivery through the Principal Chief Materials Manager, North Central Railway the Power of Attorney duly executed by the contractor on it Non-judicial stamp paper of appropriate denominations in favour of the representative and duly authenticated by a Notary public or Law Court or a judge or Magistrate.
30.	In case of default by the successful tenderer(s) in a Tender for sale of Railway Scrap to pay Security Deposit Within the stipulated period, Railway reserves the right to: Forfeit the Earnest Money Suspend the business dealings with the firm against the tender sale for a specified period to be decided by the competent authority. Take any other panel action as deemed fit by competent authority including debarring them from participation in subsequent tenders/auctions.
31.	The contractor will make his own arrangements for taking the delivery of the material. Railway labour will not be provided for this purpose. The Contractor will be permitted to bring his own labour to handle or load the material purchased by him. If the contractor desires to take the delivery in wagons, Freight charges over the Railway will be leviable at public Tariff rates. He will indent for the wagons at his cost and in case, the wagons are not made available by commercial department, the Railway Administration will not waive the Ground Rent Charges for the delays occurred due to non-availability, non-placement of wagons. The responsibility of the Railway Administration as seller will cease as soon as the material is loaded and weighed and wagon leaves the stores depot premises. Railway Administration as seller will accept no liability for any claim for loss due to non-delivery of material at destination of wagons due to delay in placement and or loading of wagons by the purchaser resulting in levy of demurrage and any loss due to delay in movement of wagons. Despatch and booking of the loaded wagons will have to be arranged by the Contractor at his risk and expense.
32.	The material shall immediately prior to the delivery be weighed wherever necessary in the presence of Contractor or some person duly authorised by him in writing to take delivery and in the presence of the representative of Stock holder, accounts and Security Department of the North Central Railway duly Authorised on this behalf by the said Principal Chief Materials Manager. Such material will ordinarily be weighed on the wagon or lorry weightment bridges available in depot and the contractor shall accept the weights so as curtailed as final and conclusive and the Government shall not be liable for any claim for short weight thereafter.
33.	If weighing machine is not conveniently available and weigh bridge is necessary to be used instead, then the empty lorry should be weighed first in presence of it Railway representative and then the loaded lorry should also be weighed in the presence of Railway representative and weight should be completed after deducting the weight of containers, if any, which should also be weighed in presence of Railway representative. The weighing operation should be at a Government approved weighing bridge. For this purpose, the contractor should intimate well in advance the date on which the lorry is expected for weighing, loading etc. Any incidental charges incurred should also be borne by contractor only. In the case of goods dispatched by Rail, the responsibility of Stores Department, North Central Railway ceases immediately the material has been loaded and weighed on the weighbridge. The goods will be Carried at the risk of the purchaser and' no claim against North Central Railway Administration will be entertained for any shortage in weight which may be discovered after the goods have left the North Central Railway stock holder premises. The purchaser will have to make his own arrangements for-indenting of wagons. The dispatching of the goods must be undertaken by purchaser. The purchaser must provide his own bags, Boxes, cases or other receptacles for the removal of the goods and also make his own arrangements to book wagons.
34.	The contractor shall not assign or sublet the whole or any part of this contract or benefit there under without the previous permission of the Government being in each case first obtained in writing, provided that the Government shall not be bound to grant such consent.
35.	If the contractor fails to fulfil and observe all or any of the terms and conditions of this contract and on the part of the contractor to be observed, fulfilled and performed to the satisfaction of the Government, the Government shall have the right to terminate and rescind this contract at any time without giving any notice to the contractor and such termination

	shall always be deemed to be without prejudice to the rights and remedies of the Government, in respect of the contractor's default under this contract.
36.	The Government shall have the right to refuse admission to the site for removal of the material, any person employed by the contractor whom it may consider undesirable.
37.	The rights and remedies given to the Government by the Conditions herein contained shall be in addition to and not in substitution for any rights and remedies to which the Government may be entitled under the law.
38.	The Contractor shall not be entitled to any free passes over the North Central Railway, or any part thereof or any other Railway.
39.	The Government shall have the right to retain, out of the money payable by the Government to the Contractor under any contract, amount equal to the claim of the Government if any under this contract whether such claim is liquidated or not. The Government shall also have the right to retain and appropriate out of the money payable to the contractor under this contract, amount equal to the claim of the Government, whether such claims under any other contract are liquidated or unliquidated.
40.	In the event of its being impossible for the Railway Administration to complete the delivery after payment has been made for any reasons whatsoever the refund of the value of the undelivered goods will be made to the purchaser who will have no claim for further compensation from the Railway.
41.	Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the Contractor, or his partner, agent or servant to any officer, servant Representative or Agent of the Government or any person his or their behalf, in relation to the obtaining or to the execution of this or any other, contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract as aforesaid, shall subject this contract to cancellation and in that event the contractor shall be liable for payment of any loss or damages suffered by the Government resulting from any such cancellation to the like extent as is provided for in case of cancellation under any other clause herein contained.
42.	The contractor shall be responsible for the good conduct and behaviour and safety of the labourers from the time they enter into the premises of the North Central Railway for the work relating to this contract, till the time they quit the said premises.
43.	The Government shall not be responsible for any accident that may occur to the Contractor's labourers and servants due to any reason whatsoever.
44.	The contractor shall reimburse on demand to the Government any loss or damage done to any property caused directly or indirectly by the Contractor's labourers, agent servants whether or not arising from the negligence or want of caution and care on their part and the decision of the Principal Chief Materials Manager, North Central Railway, for the time being as to whether any loss to the Government's property has been caused by the contractor's labourers, agents or servants and as to the amount of such loss shall final and binding on the contractor and shall never be disputed by him.
45.	The successful tenderer will have to comply with the provisions of the contract labour (Regulations and Arbitration) Act 1970 and Central Rules 1971 and obtain licence from the Asstt. Labour Commissioner or the competent authority empowered to issue such licence. Any failure on the part of the successful tenderer in this regard will be at his risk and consequence.
46.	In addition to any indemnity provided by law, he shall indemnify the president against all liabilities whatsoever to pay compensation under workmen's compensation Act 1923 or any amending act in respect to any accident to any of the workmen employed by him or compensation in respect of any claim received out of or in the course of the contemplated by this contract and against all costs charged and expenses incurred or suffered by the president in or about the matter.
47.	The rights and remedies given by these condition to the President shall be in addition to and not in substitution for any rights and remedies to which the president may be entitled by law or by virtue of any other conditions of this Tender.
48.	If, during the continuance of this Agreement the contractor will die or be adjudicated insolvent or if the contractor being a firm, any of the partners is adjudicated insolvent or if the contractor being a company shall go into liquidation whether voluntary or compulsory save for the purpose of amalgamation or reconstructions this agreement shall absolutely cease to have any effect or force and be determined and the legal representative of the Contractor or his assignees to insolvency or in the case of company, the liquidator shall have no interest whatsoever under this contract, other than the security deposit subject to the provisions herein contained as to the same, provided that nothing in this clause contained shall be deemed to prejudice or to effect any claim which the Government may have against such representative assignees or liquidators for or in respect of any branch of this contract by the contractor or in respect of any right, set off or indemnity or other rights whatever

	available to the Government under this contract.
49.	Any notice to be served on the contractor shall be deemed to be sufficiently served if delivered to, left at or sent by Registered post addressed to the contractor at his last known place of business. Any notice to be served by the Contractor on the Government shall be deemed to be sufficiently served if left at or sent by Registered post addressed to the Principal Chief Materials Manager, North Central Railway Block 'B' GM office Complex, Subedarganj, Allahabad.
50.	In the event of any question, dispute or difference arising under these conditions or any special conditions of contract in connection with this contract (Except as to any matters decision of which is speedily provided for the tender document) the same shall be referred to the arbitration of a Gazetted Railway officer appointed as the arbitrator, by the General Manager, NCR. The officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters which the contract relates or who in the course of their duties as Railway servants have expressed views on all or any of the matters under dispute or differences. The award of the arbitrator shall be final and binding on the parties to this contract.
51.	In the event of an arbitrator to whom the matter is originally referred being transferred or vacating his office by resignation or otherwise or becoming unable, to act for any reason, the General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to, act as arbitrator in accordance with the, terms of this agreement. Such person shall be entitled to proceed from the stage at which it was left by his predecessor. The award of arbitrator shall be final and binding on the parties to this agreement.
52.	It is further a term of this contract that no person other than the person appointed by the General Manager of the Administration as aforesaid should act as arbitrator and that for any reason that is not possible the matter is not to be referred to the arbitration at all. The arbitrator may from time to time with the consent of all the parties-to the contract enlarge the time for making the award. The venue of the arbitration shall be as decided by the arbitrator at his discretion.
53.	Subject as aforesaid, the Arbitration & Conciliation, Act. 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceeding in this clause.
54.	The President reserves with himself the right to retain and set off against any sums, which may be due to the contractor hereunder, any claim which the President may have under this or any other agreement. The marginal notes do not form part of this contract nor are they intended to nor do they in any way govern the same.
	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Signature with seal (Contractor) </div> <div style="width: 45%;"> Signature with seal (Railway Administration) </div> </div>

Contractor's Name: -----

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