

Government of India
DIRECTORATE GENERAL OF SUPPLIES & DISPOSALS
Jeevan Tara Building, 5, Parliament Street,
New Delhi – 110 001

Telegraphic Address : POORTNIP NEW DELHI

Telefax No. : 23345536/23340467

Telex No. : 031-66339/66582

Telephone No. : 23360338

Rate Contract No. : MS/AM-5/RC-15510000/072005/M0170//75/214
Dated 15-07-2005.

Name of the Firm : **MOTOR INDUSTRIES CO. LTD.**
Post Box No. 3000
Hosur Road, Adugodi
Bangalore – 560 030

Subject : **Rate Contract for the supply of MICO Fuel
Injection Equipment, Spares etc. valid from
15-07-2005 to 31-07-2007.**

Reference : DGS&D T/E No. AM-5/RC-15510000/021004/M-SP-75 DT. 30.09.03
and your offer submitted vide No. SPL /DGS&D/RC/04 dated 28.11.03 and your letter
Nos. SPL/DGS&D/RC/04 dated 12.07.04, 28.10.04 ending with last letter/fax dated
13.07.05...

Dear Sir,

You are hereby informed that your above referred tender read with subsequent letters mentioned above for the stores specified in the Schedule & Annexed has been accepted. This rate contract will be governed by the terms and conditions brought in the Form No. DGS&D 1001 (available for Rs. 50/-). The Rate Contract and the Schedules & Annexure - A

annexed here to shall be the sole repository of the Rate Contract/Transaction.

SCHEDULES/ANNEXURE ANNEXED:-

Schedule "A" : Description of Stores, Terms, Conditions, Prices & Duties/Taxes.

Schedule "B" : Special conditions of contract (if any)

Annexure "A" : Price list of MICO spares

Yours faithfully

Sd/-

(P.C. SHARMA)

Asst. Director (Supplies)

For and on behalf of the Purchaser

Name in the form DGS&D-1001

Copy to :

1. The Chief Controller of Accounts/Dy. CCA, Deptt. Of supply, New Delhi/Calcutta/Mumbai/Chennai (through Auth. Cell)
2. Deputy Director General of Supplies and Disposals, Calcutta/Chennai/Mumbai
3. Deputy Director General (Q.A) Calcutta/Chennai/Mumbai
4. Deputy Director General (Q.A) DGS&D, New Delhi
5. Inspection Authority Concerned
6. Quality Assurance Officer concerned
7. Concurrent Audit
8. M.I.S. Cell
9. Ledge Clerk
10. Official Language

Sd/-

(P.C. SHARMA)

Asst. Director (Supplies)

For and on behalf of the Purchaser

SCHEDULE "A"

1. **Rate Contract No. MS/AM-5/RC-15510000/072005/M0170//75/214
Dated 15-07-2005.**

2. Advance Rate Contract No. : Not applicable

3. (a) Name and full address of the firm : **Motor Industries Co. Ltd.,
Post Box No. 3000
Hosur Road, Adugodi
Bangalore – 560 030**

- (b) Name and full address the Manufacturer : (1) **Motor Industries Co. Ltd.,
Post Box No. 3000
Hosur Road, Adugodi
Bangalore – 560 030**

- (2) **Motor Industries Co. Ltd.,
Post Box No. 6887
Hosur Road, Singasandra
Naganathapura – 560 068**

- (3) **Motor Industries Co. Ltd.,
Post Box No. 64,
Satpur, Trimbak Road,
Nashik – 422007.**

- (4) **Motor Industries Co. Ltd.,
P.No. E1-E2
RIICO Industrial Area,
Sitapur, Jaipur – 303905.**

4. **Validity of Rate Contract** : The Contract shall remain in force with effect from 15.07.2005 to 31.07.2007.

5. **Description of items specification & Unit Rate** : a) The spare parts as listed in price list (Annexure –A) effective from 15.07.05 shall be firm for one year from the date of R/C and thereafter prices are subject to variation after every six (6) months on the basis of prices certified by supplier's own Internal Auditor/ CA as per standard price variation clause (Schedule – B).

b) The spares shall conform to standard specification and design of MICO as per firms part /OEM number indicated in price list.

c) The prices for all such spares would be net payable inclusive of Excise Duty & CST, under the R/C as per the price list as applicable, however, other Government levies would be charged extra as applicable at the time of despatch. The Prices shall be subject to variation as per clause 12 hereunder.

- 6. TERMS OF DELIVERY** : F.O.R. destination.
Mode of Despatch :
Stores shall be dispatched by train/RPP. However in case the Railway Parcel Office does not accept the stores to a particular destination then the consignment shall be booked to the nearest railway station and the consignee shall arrange for collection. In case the lorry way bill accepted as proof of despatch, the supplier shall send the stores by road also at the request of the consignee against the advance provisional certificate sent by the consignee.
- 7. EXCISE DUTY** : The prices are inclusive of Excise duty. At present the Excise Duty is 16%.
- 8. SALES TAX** : a) The prices are inclusive of Central Sales Tax @ 4% for inter -State despatches.
b) For customers situated in plant/ warehouse location States, LST/ ST as the case may be will be payable extra as per rules.

9. **DELIVERY PERIOD** : From the date of receipt of supply order 12 months on items with inspection by DGQA and 6 months on items without inspection by DGQA.
10. **ANNUAL TURN-OVER/
MONETARY LIMIT** : Without Monetary limit per individual order.
11. **SLAB DISCOUNT, IF ANY** : Already included in the price.
12. **Prices** : Price given in the enclosed Price List (Annexure –“A”) are firm & final for one year from the date 15.07.05 and thereafter prices are variable after every 6 months as per Price Variation given in Schedule ‘B’.

- 13. MINIMUM QUANTITY IN SINGLE SUPPLY ORDER** : Rs. 25,000/- and order qty. should be minimum 100 pcs. in case of components.
- 14. STATUS OF R/C HOLDING FIRM** : LSU/OEM
- 15. PAYING AUTHORITY** : Dy. Controller of Accounts
Shastri Bhavan, 35
Haddows Road
Chennai – 600 006.
- The terms of payment shall be governed by the terms given in Form DGS&D 1001.
- 16. INSPECTION AUTHORITY** : **1. For Defence Indentors:**
i) The Controller,
Controllerate of Quality Assurance (Vehicles)
Ahmednagar – 414 101.
ii) The Controller,
Controllerate of Quality Assurance(OFF), Vehicle Factory,
Jabalpur – 414 101
iii) Chief Inspector of Heavy Vehicles, Avadi, Chennai
iv) The Controller, CQAE,
Aundh Camp,
Pune-411 027.
- 17. QUALITY ASSURANCE OFFICER** : Inspection of the items shall be done as per IS/CQAV/ specifications available. In case of other items, firms drawing and specification will be followed for inspection of store.

- 1) For Defence Indentors :**
- i) The Sr. Quality Assurance Officer, Sr. Quality Assurance Estt. (Vehicles), South Zone, Chennai or his authorized representative.
 - ii) Sr. Quality Assurance Officer(Engg. Eqpt), South Zone, Chennai or his authorized representative.
 - iii) Chief Inspector of Heavy Vehicles, Avadi, Chennai.
 - iv) Sr. Quality Assurance Officer, SQAE (Vehs), DGQA Complex, LBS Marg, Vikroli, Mumbai or his authorized representative.
 - v) Sr. Quality Assurance Officer, SQAE (EE), DGQA Complex, LB Shastry Marg Vikroli, Mumbai or his authorized representative
 - vi) Sr. Quality Assurance Officer SQAE(V), Red Fort, Delhi or his authorized representative
 - vii) Sr. Quality Assurance Officer, SQAE (E), DGQA Complex, Badarpur, Border, New Delhi or his authorized representative.

**18. PLACE AT WHICH THE :
STORES TO BE TENDRED
FOR INSPECTION**

Firm's premises at Bangalore,
Naganathapura, Nashik, & Jaipur

Sd/-

(P.C. SHARMA)

Asst. Director (Supplies)

**For and on behalf of the purchaser
Named in the form DGS&D - 1001**

SCHEDULE – B

PRICE VARIATION CLAUSE:

The price of the spares as given in the enclosed price list (Annexure –A) enclosed to DGS&D R/C shall be subject to the condition that there shall be no variation in the prices for a period of one year from 15.07.2005. Subsequently price revisions shall be allowed every 6 months for the remaining period of R/C.

However, every price revision shall hold for at least 6 months from the Date of revision. Once the prices are revised, this shall be frozen for 6 months for individual items.

While seeking revision in price, you will intimate/furnish the particulars, as below:

1. Date of effectiveness duly certified by your Internal Auditor/CA.
2. Revised price list signed on each page by Internal Auditor/CA.
3. Internal Auditors/CA Certificate to the effect that prices mentioned in the price list have not been revised prior to a period 6 months since the preceding price fixation revision for the items included in the revised price list.
4. Internal Auditor/CA Certificate that the prices charged from the Purchaser named in form DGS-D-1001. During the period since the preceding price fixation revisions were not higher than the most favourable prices charged to any other customer including your dealers.
5. A certificate from your Internal Auditor/CA that all the items included in the request for price change were part of the original R/C or its subsequent amendments.
6. You should provide your retail product price list along with R/C price list to DGS&D. Similarly, as and when prices are revised in terms of R/C, the revised R/C price list as well as revised retail list current at that time will be submitted to DGS&D

Sd/-

(P.C. SHARMA)
Asst. Director (Supplies)
For and on behalf of the purchaser
Name in the form DGS&D - 1001

GENERAL TERMS AND CONDITIONS

Governing the Rate Contract and

Instructions to

Direct Demanding Officers and Consignees

**GOVERNMENT OF INDIA
DEPARTMENT OF SUPPLY
DIRECTORATE GENERAL OF SUPPLIES & DISPOSALS
NO. 5, SANSAD MARG, NEW DELHI – 110 001.**

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**GENERAL TERMS AND CONDITIONS GOVERNING THE
RATE CONTRACT AND INSTRUCTIONS TO DDOS/CONSIGNEES**

1. SCOPE:

- 1.1 The drawals against this rate contract are permitted for the bonafide use of the Central government Departments. State Government Departments, PSUs, Quasi Public Bodies etc. Whereas the Departments of Central Government are authorized to issue the Supply order directly the State Governments/PSUs, Quasi-Bodies etc, who desire to sue this rate contract can raise their demands along with the requisite funds in the form of Bank Drafts in favour of CCA. Supply through DGS&D. DGS&D after ascertaining adequacy of the funds will issue supply orders on behalf of the above mentioned bodies. DGS&D will not be responsible for any post contractual liabilities for the supply orders not issued in accordance with the provisions brought out above.

2. GENERAL CONDITIONS OF CONTRACT:

- 2.1 This Rate Contract and Supply Orders placed against the Rate Contract governed by the General Conditions of the contract a contained in Form No. DGS&D-68 (Revised), as amended upto date. Special Conditions governing Rate Contract contained in Form NO. DGS&D-69 and Instructions to Tenderers quoting against Tender Enquiries issued by the DGS&D, contained in Form NO. DGS&D-229, and also the conditions set out herein, unless otherwise stated in Special Conditions of Contract contained in "SCHEDULE "B". The rate contract and the supply orders shall be issued for and on behalf of Purchasers as indicated below:
- i) President of India
 - ii) Governor(s) of State(s) as mentioned in the Constitution of India
 - iii) Heads of Union Territories
 - iv) Officers of Public Sector Undertakings/Bodies & Corporations.
- 2.2 This rate contract will be operated by the offices authorized by DGS&D, to be called as the Direct Demand Officer (DDO), in addition to the Officers of the DGS&D. The list of DDOs can be obtained from the concerned Purchase Directorate DGS&D may add or remove any officer from the list at any time during the currency of the rate contract.
- 2.3 The Indenting Officers, who are not authorized to operate the Rate Contract may place indents in the prescribed form to one of the following offices:
- (a) Directorate General of Supplies and Disposals, "Jeewan Tara" Buildings, 5, Sansad Marg, New Delhi – 110 001.
 - (b) Office of Deputy Director General of Supplies & Disposals, New CGO Complex, New Marine Lines, Mumbai- 400 020.
 - (C) Office of Deputy Director General of Supplies & Disposals 6, Esplanade East, Calcutta – 700 069
 - (d) Office of Deputy Director General of supplies & Disposals, Shastri Bavan, 35 Haddows Road , Chennai – 600 006.
- 2.4.1 DDO should preferably act on the copies of rate contracts obtained from DGS&D only. IF under special circumstances they have to act on copies of RC obtained from the firms they should act on only such copies which are certified by an officer not below the level of G.M. of the firm that the copies provided are complete, along

with all amendments since issued without deleting or altering any provisions of the rate contract and also subject to the condition that same officer signs any provisions of the rate contract and also subject to the condition that same officer signs each page of the copy of the R.C. However, in such cases, DGS&D will not be responsible for any acts of omission or commission by the firms.

3. PREPARATION OF SUPPLY ORDERS:

- 3.1 Placement of any Indent or the Supply Order is with a clear understanding that the expenditure involved in procuring the Stores (Including cost of Store, Duties and Taxes, Fright, Departmental Charges and other incidents) has received the sanction of the competent Financial Authority and that funds are available under the proper Head of Accounts in the year in which the total cost will be adjusted.
- 3.2 Supply Order(s) against this Rate Contract should be prepared in the Standard Form as given in "Annexure – I". All particulars mentioned in the Form should be carefully typed or filled in so as to avoid any ambiguous interpretation. Particular care should be taken to mention quantity and total cost both in figures and the words so that there is not possibility of interpolation. Complete name and Full Postal Address of the Indentor, Consignee and the Accounts Officer and the Complete Head of Accounts must be indicated in the appropriate column of the Supply Order. Order should be expressed in the same units as has been given in the Contract.
- 3.3 Supply Orders, where all the columns have not been filled in or which are incomplete in any respect will not be acceptable to the Paying Authority and such Supply Orders are liable to be returned by the Paying Authority under the intimation to this Office and Supplier.
- 3.4 DDOs are requested to place supply orders for these requirements on a phased delivery basis to enable the Contractor to supply stores in time. However, attention is also invited to Para-12 of the Schedule "A", which provides slab discount. The DDOs are requested to avail this discount to the full extent.
- 3.5 The DDOs who are authorized to operate RCs may sign the Supply Orders placed by them and communication relating thereto with their own designation. If a sub-ordinate officer (who must invariably be a Gazetted Officer) is allowed to sign the supply order in exceptional cases, his name and designation together with that of the competent authority (DDO) for whom he is signing should be clearly stated in such cases. The name of the Officer signing the supply order should be indicated in block letters.
- 3.6 When the supply order makes a reference to schedule, enclosures for description of stores, item No. of the Contract, total quantity and rates etc. the supply orders as well as the enclosures stitched thereto must be signed by the Officer placing the Supply Order.

3.7 Copies of Supply Orders should be endorsed to following:

- | | | | |
|------|------------------------------------|---|----------|
| i) | Paying Authority | - | 1 copy |
| ii) | Quality Assurance Officer | - | 2 copies |
| iii) | Consignee/Interim Consignee | - | 3 copies |
| iv) | The concerned Purchase Directorate | - | 1 copy |

The copies of supply orders(s) being sent to the firm, Paying Authority and Quality Assurance Officer must be signed in ink and should be sent by Registered Post A.D. The following Certificate must be recorded on each Supply Order sent to the Contractor.

Certified that a copy of the Supply Order has been dispatched under endorsement No. (s).....dated.....to the.....(here fill in the Name and designation of the Paying Authority).....andto the.....(here fill in the Name and designation of the Quality Assurance Officer)”.

The correct designation and complete postal address of the Paying Authorities and Quality Assurance Officers are given in “Annexure-II”.

- 3.8 The DDOs should provide a definite date of delivery by which supplies are required. The DDOs should not stipulate vague terms of delivery. Attention is also drawn to clause-10 of Schedule ‘A’-Delivery period. 21 days grace period would also be applicable on original delivery dates against supply orders with agree and binding delivery dates unless specifically made inoperative.
- 3.9 The DDO should indicate against column “Date of Delivery” of S.O. in remarks that “the delivery date shown has been agreed to by the Contractor under his letter No.....and”provided the date of delivery has been expressly to by the Contractor in writing.
- 3.10 The rate contract shall remain in force for the period indicated in the schedule ‘A’. A supply order may be placed upto the last date of the currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond it depending upon the terms of delivery stipulated in the rate contract or in specifically agreed condition of delivery in respect of particular supply order. No extension of validity period of the rate contract itself is required when deliveries against outstanding supply orders continue even after expiry of the validity period. The rate contract will remain alive for purpose or delivery for all the expiry of the validity period. The rate contract will remain alive for purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.

4 DESPATCH INSTRUCTIONS AND NOTIFICATIO:

- 4.1 Unless otherwise specified in the Schedule (s), supplies will be available from the date of Contract commences.
- 4.2 It is essential that full and clear instructions regarding despatch are given in the Supply Order. Any changes in despatch or delivery instructions should be notified to the Contractor under intimation to the Paying Authority and the Inspecting Authority.
- 4.3 In case of Order placed on F.O.R. Station of Despatch basis, the Stores shall be dispatched by Good Train by the most economical route and at most economical Tariff on "FREIGHT TO PAY" basis.
- 4.4 In case the Supply Order(s) call for the despatch of Stores on "FREIGHT PRE-PAID" basis, Stores shall be dispatched by Goods Train by the most economical route and at most economical Tariff on "FREIGHT PREPAID" basis. In that event the Freight will be reimbursed by the Paying Authority at actual against the documentary proof i.e. Photocopy of the Railway Receipt. The reimbursement of Freight will be made along with the initial 98% advance payment.
- 4.5 In respect of all dispatches in "SMALLS" (less than a wagon load), the Stores shall be dispatched by Parcel/Passenger Train by the Most economical route and at most economical Tariff on "FREIGHT PRE-PAID" basis. In that event the Freight will be reimbursed by the Paying Authority at actual against documentary proof i.e. Photocopy of the Railway Receipt. The reimbursement of Freight will be made along with the initial 98%advance payment.
- 4.6 In case the Supply Order calls for the despatch of stores by Road, the dispatches may be made by Road. However, in such cases, the 98% advance payment will be made against the Provisional Receipt issued by the Consignee on advance payment copy of the Inspection Notes and the freight will be reimbursed at actual or the Railway Tariff by goods/parcel/passenger trains, whichever is lower.
- 4.7 In case of Rate Contract providing for prices on F.O.R. Destination basis, the Contractor should invariably despatch stores freight "Pre-Paid" in all cases and should indicate the same in the bill. In cases where the Stores have been sent on 'Freight to pay' basis, the contractor should deduct the amount of Railway Freight from its 90%/100% bills. In such cases, the consignee should also indicate in the Receipt Certificate portion of the Inspection Note the amount recoverable towards freight.
- 4.8 MILITARY CREDIT NOTE wherever applicable may be obtained from the Consignee or the Quality Assurance officer, whichever is convenient who are authorised to issue them
- 4.9 The Contractor should forward the Railway Receipt to the Consignee by Registered Post Acknowledgment Due/Speed Post/Courier immediately after despatch of stores. Should any demurrage be incurred owing to delay on their part I forwarding Railway Receipt, the amount of such charges will be deducted from their bills.
- 4.10.1 Challans, Packing Notes must be submitted to the consignees sufficiently in advance of the actual arrival of Stores as destination failing which the Contractor will be held responsible for any subsequent discrepancy between actual receipt and materials detailed in the challan received later.

5. ACKNOWLEDGEMENT OF THE SUPPLY ORDER AND DELIVERY

- 5.1 The contractor should accept S.O. from the DDOs against this Contract on the Standard Form, incorporating all the particulars prescribed in the contract. The Contractor should examine the Supply order(s) immediately on their receipt and bring to notice of officer placing the supply order, within 7 days of the receipt of supply order, any discrepancy, with regard to the nomenclature, manufacturers part no. of the stores etc. ordered for due rectification. The letter should be sent by Registered Post. A.D. Meanwhile, supply of items which are clear for acceptance should not be held up and supplies be arranged by the mutually agreed upon.

- 5.2 The Contractor at the time of receipt of supply order should verify, that certificate to the effect, the copies of the supply order has been sent through Registered Post AD to Quality Assurance Officer and the Paying Authority, is recorded by the Officer issuing supply order. If it is not recorded, immediate action should be taken by the Contractor in this regard to avoid delay in payment of bills.

- 5.3 The Contractor shall verify the SO about the rate of Sales tax as per the terms of the rate contract. The contractor may return the supply order if there is not clear indication in them about the rate of sales tax or SO or not accompanied by form C or D which ever is applicable.

- 5.4 The Contractor shall maintain stocks at the station(s) indicated by him in his tender and shall make deliveries against Supply Orders from such stocks as and when required. Upon receipt of a Supply Order (S.O), the Contractor, within Seven(7) days, intimate to the S.O. issuing authority, the quantity which can be supplied from stocks at the station(s) specified in the S.O. and within the Delivery period stipulated therein and the time required to supply the balance. Such an acknowledgement may be given in the Format given below.

This is to acknowledge receipt of your Supply Order No.....dated.....

The Stores ordered in the Supply Order will be supplied by the Delivery Date(s) as stipulated by you viz.....

(OR)

The Stores ordered by you cannot be supplied by the Delivery Date(s) as stipulated by you, but supplied can be made as under.

Quality.....by.....
(Strike out the Option Not Applicable)

If the Contractor is unable to supply the entire quantity within the time stipulated in the S.O. and intimate the time within which supplies will be made by the Contractor, the Officer placing and S.O. will notify his acceptance of the Delivery Time offered by the Contractor or negotiate until an agreement is reached between the S.O. issuing Authority and the Contractor.

If the Contractor fails to given such intimation within Seven(7) days, the Contractor shall be deemed to have agreed to supply the Stores within the Delivery Date Stipulated in the Supply Order.

- 5.5 In all cases, the Delivery Time as deemed to be accepted by the Contractor or agreed upon as aforesaid between him and the officer placing the Supply Order shall be deemed to be essences of the Contract and delivery must be completed not later than such Date. If in any case, no agreement with respect to the Delivery Time is reached between the Contractor and the Officer who has issued the Supply Order, it shall be lawful for such officer to withdraw the Supply Order and the Contractor shall have no claim in respect of such withdrawal(s).

- 5.6 Against the ex-stocks deliveries, the material shall normally be put on rail (or delivered in case of local supplies) within a fortnight of the date of receipt of the S.O.. In case supplies are required urgently at station(s) other than specified in the Rate Contract, the Contractor shall intimate the S.O. issuing Authority whether extra freight charges, if any, will be to the account of the Purchaser or the Contractor. The Contractor shall await specific instructions from the S.O. issuing Authority before making any supplies.

6. PRE-INSPECTION OF STORES BY THE CONTRACTORS:

- 6.1 The Contractor should satisfy themselves that the stores are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually tendering the same for inspection to the Quality Assurance Officer nominated under the terms of Contract. Such precaution on the part of the Contractor minimizes the chances of rejection and the consequences thereof.

7. PRE-DESPATCH INSPECTION BY QUALITY ASSURANCE OFFICER

- 7.1 The stores on no account be dispatched/delivered without getting the same inspected and issued of Inspection Notes by the Quality Assurance Officer nominated in the contract.
- 7.2 On receipt of the Supply Order, the Contractor shall notify to the quality Assurance Officer, if inspected stocks are available with the request for issue of Inspection Notes to enable the Contractor to despatch the stores.
- 7.3 The inspection of Stores offered against Supply Order(s) will be entertained only if it is ink signed and received directly from DDO through registered post.
- 7.4 Quality Assurance Officer can however undertake inspection on the basis of an attested copy of the supply order provided by the firm, after comparing it with the original ink signed supply order available with the firm Quality Assurance Officer would simultaneously write to DDO under registered post with a request to furnish an ink signed copy of the supply orders
- 7.5 The copy of the supply order so provided by the firm, should be attested by a person not below the rank of General Manager of the firm, in each page of supply order, including amendments if any. The Quality Assurance Officer may also take an undertaking from the firm to the effect that the copy of supply order and amendments, if any so provided, to the Quality Assurance Officer is correct and complete in all respect and that the firm holds themselves responsible for any discrepancies, if found subsequently and consequences thereof.
- 7.6 He may release Inspection Notes after following above procedure, if the original copy of the supply order is not received from DDO in spite of making reference to him by registered post. The Inspection Notes in such cases would be issued with a note that: the inspection has been undertaken and Inspection Note is being issued on the request of the supplier and on the basis of an attested copy of the supply order provided by the firm, since the original ink signed copy of the supply order has not been received from the DDO despite having asked for it vide letter
No.....Dated.....The release of stores under this Inspection Note is therefore subject to verification of the genuineness of the supply order.
- The Contractor should ensure that goods accepted by the Quality Assurance Officer after inspection have been properly and legibly stamped by latter's identification Stamp/Seal.
- 7.7 The Contractor shall allow all reasonable facilities and free access to his works and records to the Quality Assurance Officer. The Contractor shall at his own expense, afford to the Quality Assurance Officer all reasonable facilities as may be necessary for satisfying himself that the goods are being and/or have been manufactured accordance with the contract requirements. For the aforesaid purpose he may require the supplier to make arrangements for inspection and/or testing of the supplies or any part thereof or any material at his premises or at any other place specified by the Quality Assurance Officer. The samples, all materials, tools, labour, testing equipment and assistance which the Quality Assurance Officer may demand of him to verify the conformity of the goods to the quality requirement etc will be provided without any extra charge.
- 7.8 The result of the Inspection will be notified to the supplier by the Quality Assurance Officer.

8 EXTENTION OF DELIVERY PERIOD:

8.1 As soon as it becomes apparent to the contractor that the delivery date(s) stipulated in the Supply Order(s) cannot be adhered to. Contractor should apply for extension to the officer(s) who placed the supply order(s) giving reasons for the delay and also the date upto which extension is required. The Officer placing the Supplying Order will consider such request and if he has no objection extend the delivery date suitably in the Format given an Annexure III subject to the following conditions.

- a) That an amount equal to the liquidated damage for delay in the supply of the stores after the expiry of contract delivery period shall be recovered from the contractor as mentioned in Clause 14(7)(I) of the General Conditions of the Contractor for the extended period, now withstanding the grant of this extension.
- b) That no increase in price in account of any statutory increase in or fresh imposition of Customers Duty, Excise Duty, Sales Tax or on account of any Tax or Duty levialbe in respect t of stores specified in the said Supply Order which takes place after the agreed delivery date of.....shall be admissible on such of the said stores as are delivered after the said date.
- c) That notwithstanding any stipulation in the contract for increase in price or any other ground no such increase which takes place after delivery date ofshall be admissible on such of the said stores as are delivered after the said date.
- d) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, Excise Duty, Sales Tax or on account of any other Tax or Duty on any other ground including Market Rate stipulated in the Price variation Clause which takes place after the expiry of the agreed delivery date of.....

9. LIQUIDATED DAMAGES:

9.1 If the Contractor fails to deliver any or all of the goods within the time period(s) specified in the Supply Order and agreed by him in accordance with clause 5.4, the Purchaser will be entitled to the remedies detailed in the clause 14 of the condition of the contract Form DGS&D 68 (Revised)i.e. liquidated damage for delay in supply, cancellation and repurchases at the expenses of the supplier.

9.2 In cases where Direct Demanding Officers have placed a Supply Order on the firm stipulating an unilateral delivery date and supplies do not materializes within a reasonable time, the direct demanding officer has the right to give the

contractor a notice fixing reasonable time, for delivery of the goods. The notice should state that the delivery within the time fixed shall be the essence of the contract. The notice should be issued by the DDO in the standard form (Annexure-iii) and can operate only if there is an acceptance absolutely and unqualified to all the terms and conditions of the contract. Such an acceptance can be evidenced either by correspondence or by conduct, that is by making supplies without raising any objections mere postal acknowledgment of the letter of extension will not serve this purpose. In case notice period is not agreed by the contractor either by correspondence or by conduct, the delivery will not be binding and the Supply Order in that case will have to be cancelled without any financial repercussions.

10. TERMINATION FOR DEFAULT:

- 10.1 The right to cancel the Supply Order rests only with the Secretary and the DDOs cannot cancel the Supply Order by himself. In case the Supply Order is required to be cancelled, the DDOs should refer the case to DGS&D who can cancel the supply order and effect repurchase or authorize repurchase by the DDOs.
- 10.2 Proposal for cancellation of Supply Order need be referred to DGS&D only in case of supply orders above Rs. 10 lakh in value and where it is established that the delay in supply is due to willful negligence on the part of the supplier.

11. PACKING AND MARKING:

Unless specified otherwise, consignment should be securely and properly packed as per Clause 12 of the DGS&D-68 (Revised). And every precaution taken to avoid loss or damage during transit. Each package should be clearly marked to indicate Description and Quality of Stores, Name and Address of the Consignee, Gross Weight of the Package, S.O. No and Date and the Name of the Contractor as provided in the General Conditions of the Contract (Form NO. DGS&D-68(Revised))

12. SYSTEM OF PAYMENT-PREPARATION AND SUBMISION OF BILLS

- 12.1 Bills should be prepared on the standard forms (DGS&D-135) in accordance with the instructions contained in the Pamphlet bearing symbol No. DGS&D-204, a saleable publication containing instructions to Contractors for preparation and submission of bills.
- 12.2 All bills in respect of the Supply Orders placed for supply to any of the DDOs will be paid by the Paying Authority mentioned in Clause 18 of SCHEDULE A In no case should any payment be made by the DDO direct to the supplier.
- 12.3 Payment will be made by the Accounts Officer concerned on the basis of original ink signed Supply Order received from DDO and the authenticated copy of rate contract/amendment to the Rate Contract thereof received by them.
- 12.4 On no account payment will be made on the basis of attested copy of supply orders. When Contractor submit their bills to the Accounts Officer concerned, they should given the information on the bill itself that a copy of the supply order has been sent by the DDO to them quoting postal registration number and date under which the supply order was sent as indicated on the firm's coy of the supply order by the officer who has placed the supply order. The intention is that the bills regarding supply order placed by Direct Demanding Officers should accompany this information so that the Accounts Officer should be able to connect and locate the Supply Orders in his office.
- 12.5 Payment will be made to the Contractor on submission of Bills in accordance with the Procedure and down in Clause 19 of DGS&D-68(Revised), Clause 6 of DGS&D-69 read with DGS&D-229 as amended upto date. The broad provisions are reproduced as under.
 - (i) 98% of the price of the stores of each consignment thereof shall be paid on the proof of despatch to the Consignee or delivery to the Local Consignee or delivery to an interim consignee, if any and on production of valid Inspection Note. Balance 2% shall be paid o receipt of Stores by the Consignee in good condition.

The contractor shall furnish the following certificate along with each bill in respect of supplies made under this Rate Contract.

“I/We have personally examined and verified, and do hereby certify that the goods in respect of which the payment is being claimed have been actually dispatched by me/us under R.R. No.....dated.....duly drawn in favour of the consignee which is genuine and mentioned in the bill and I/We hold myself/ourselves personally responsible for the correctness of this statement.

I/We further certify that bill that the above mentioned RR No.....dated..... has been forwarded to the consignee mentioned in the Contract under REGISTERED POST AD on

I/We confirm that bill has been preferred correctly as per the price authorised in the rate contract.

The Certificate should be signed by an authorised person of the Contractor and he should be the same as signing the bill. His designation and the name of the Contractor on whose behalf he has signed the bill should also be indicated below his dated signatures.

- ii) Provided, however in cases where the Contractor is not in a position to submit bills for balance 2% for want of the receipted copies of Inspection Notes from the consignee and the consignee has not complained about the non-receipt of shortage or damage or defects in the supplies made, the balance 2% payment may be made by the Paying Authority without Consignee's receipt certificate after 90 days from the date of Advance Payment subject to the following conditions.
 - a) The Contractor will make good any defect or deficiency that the consignee may report 6 months from the date of despatch of stores.
 - b) Delay in supplies, if any has been regularized.
 - c) The Contract prices, where it is subject to variation, has been finalized.
 - d) The Contractor furnishes the following undertakings.

I/We.....certify that I/We have not received back the Inspection Note duly receipted by the consignee not have I/We been intimated by the Consignee of non-receipt, shortage, damage or defects in the stores supplied.

I/We.....agree to make good any defect of deficiency that the consignee may report within three months from the date of their final balance payment.

I/We.....further agree that all rights of Purchaser under the general and Special Conditions of the Contract shall remain entirely unaffected thereby”.

NOTE: The contractor shall have to furnish with the bills, a Photocopy of the Railway Receipt as proof of despatch of material duly attested by the person signing the bill. In case where facility of furnishing of photocopy is not available, the Contractor shall furnish a True Copy of the Railway Receipt duly attested by a Gazetted officer, MP, MLA, a Notary Public or a Magistrate. Bills not supported with the Attested Photocopy or the True Copy of the Railway Receipt will not be admitted for payment.

13. EXCISE DUTY;

- 13.1 Excise duty, wherever to be paid extra in terms of Clause 8 of SCHEDULE 'A' will be paid to the Contractor at actual against a documentary evidence i.e. photocopy of the Invoice duly attested & signed by the Contractor's Managing Director or his authorised signatory for the purpose.
- 13.2 The Contractor, while submitting the Bills, will also furnish the following Certificate on the bill itself
- i) Certified that the Excise Duty charged on this Bill is not more than what is payable under the provision of the relevant Act or the rules made there under.
 - ii) Certified that the amount of Rs.....claimed as Excise Duty in this Bill is in accordance with the provisions of the Rules in all respects and that the same has been paid to the Excise Authorities in respect of the Stores covered by this bill.
- 13.3 The Contractor shall submit to the Paying Authority, the following Certificates:
- a) Certificate with each Bill to the effect that no refund has been obtained in respect of reimbursement of Excise Duty made to the Contractor during three (3) months immediately preceding the date of the covered by the relevant Bill.
 - b) Contractor's Statutory Auditor's Certificate as to whether any refunds have been obtained or applied for by the Firm or not in the preceding financial year, after the Annual Audit of their Accounts also indicating details of such refunds/applications, if any. This Certificate should contain reference to all Ad-hoc A/Ts. Rate Contracts held by the Contractor.
 - c) A Certificate along with the Final payment Bills to the effect whether or not they have any pending appeals/protest for refund or partial refund of Excise Duties already reimbursed to the Contractor by the Government pending with the Excise Authorities and, if so, the nature, the amount involved and the position of such appeals. This Certificate should be signed by Contractor's Managing Director/Manager/Accountant.
 - d) An undertaking to the effect that in case it is detected by the government that any refund from Excise Duty Authorities obtained by the Contractor after obtaining reimbursement from the Paying Authority and if the same is not refunded by the contractor to the Paying Authority, giving details and particulars of transactions, the Paying Authority will have full authority to recover such amount from the Contractor's outstanding bills against a particular contract or any other pending Government Contractor and no dispute on this account would be raised by the Contractor.

14. SALES TAX

14.1 Whenever supplies are made to a Government Department or to any other Department which does not fall under the definition of Government i.e. the local bodies etc. but is a registered dealer under the respective Sales Tax act, the Contractor should intimate whether the purchase being a Government Department or a registered dealer is entitled for any concessions for their prompt settlement of their sales tax claim.

14.2 Whenever, the sale is to a registered dealer or Government Department or to such consignees who are entitled to avail of the benefit of the concessions rate of tax or exemption from payment of Sales tax under the Central Sales Tax or the State Sales Tax Act or the rules made thereunder, the Contractor must obtain the relevant certificate/declaration in proper time and in case declaration/certificate the matter should be immediately brought to the notice of the S.O. issuing Authority under advise to the Purchase Officer to DGS&D.

14.3 In supply Orders or Amendments, thereto allowing sales Tax, State or Central, the Contractor shall furnish the following certificate under the dated signatures on their relevant Bill for Sales Tax.

“Certified that the goods o which Sales Tax has been charged have not been exempted under the Central Sales Tax Act or State Sales Tax or the rules made thereunder and the charges on account of Sales Tax o these goods are correct under the provisions of that Act or the Rules made thereunder Certified further that we (or our branch or

(Agent).....(Address).....are registered as dealers in the State of under Registration No.....for the purpose of Sales Tax.”

14.4 The Contractor should also give a Certificate that the assessment for the period under which the Supply Order or the supplies made to the Government Department Consignee have been made or not? In case the Assessment has been done, the Contractor should furnish a copy of the Assessment Order in which the Supplies or the supply order have been covered to determine the exact rate of sales tax at which they have been assessed by the sales tax authorities.

14.5 The Contractor should also make all their efforts to approach the last legal forum whenever there is dispute regarding applicability of sales tax in the category of the schedule under which they fall or whether a contract or contract for sale or the category of schedule under which they fall the contractor should ensure that the assessment made by the first authority i.e. the ASTO or STC is not final and their orders are challenged in the next higher judicial forum.

15. FALL CLAUSE:

- 15.1 The prices 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 store of identical description to any person(s)/organization(s) including the Purchaser or any Department of Central Government or nay Department of State Government or any statutory undertaking of the Central or State Government, as the case may be, during the period till performance of all supply Orders placed during the currency of Rate Contract is completed.
- 15.2 If at any time during the said period, the contractor reduces the Sale price, sells or offers to sell such Stores to any person(s)/organization(s) including the Purchaser or any statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the Director General of Supplies & Disposals 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 stand corresponding reduced. The above stipulation will, however, not apply to:
- (a) Export/deemed Export by the Contractor
 - (b) Sale of Goods as Original Equipment prices lower than the price charged for normal replacement.
 - (c) Sale of goods, such as drugs, which have expiry date.
 - (d) Sale of goods of lower price on or after the date of completion of sale/placement of order to goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central of State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.
- 15.3 The Contractor shall furnish a following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate 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(s)/organization(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central of State Government as the case may be upto the date of the bill/the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract except for quantity of Stores categorized under sub clause (a) ,(b) and (c) of sub – para (ii) above details of which are as follows:

NOTE: The Contractor will also inform the Paying Authority and the DGS&D as soon as the supplies against all the Supply Orders placed against the Rate Contract are completed.

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18. GURANTTEE/WARRANTY:

- 18.1 The Contractor shall certify that the Stores supplied to the Purchaser under any Supply Order placed against this Contract are of best quality and workmanship and new in all respects and are strictly in accordance with the specifications and Particulars mentioned in SCHEDULE 'A' to the Rate Contract.
- 18.2 The Contractor shall guarantee that the Stores supplied would continue to be of the same quality and particulars for a period of 12 months from the date of receipt of Stores by the Consignee or 15 months from the date of despatch, whichever is earlier. In respect of Indigenous Plant and Machinery, the period would 12 months from the date of Commissioning or 18 months from the date of despatch, whichever is earlier. In case of imported machinery, the period would be 12 months and 21 months respectively. The Contractor further guarantees that, notwithstanding the fact that the Quality Assurance Officer may have inspected and/or approved the said Stores, if during the aforesaid period of 12/15/18/21 months the said Stores be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated and the decision of the Purchaser in that behalf shall be final and binding on the Contractor and the Purchaser shall be entitled to call upon the Contractor to rectify and /or replace the Stores or such portion thereof as is found to be defective by the Purchaser in his discretion on application made thereof by the contractor, and in such an event, the above period shall apply to the Stores rectified and/or replaced from the date of rectification and/or replacement mentioned in warranty thereof. Otherwise the Contractor shall pay to the Purchaser such compensations may arise by reasons of the warranty their contained.
- 18.3 In case of Plant and Machinery or in case of Stores which may require Spares, the Contractor shall Guarantee and they will supply Spare Parts, if and when required on agreed basis for an agreed price. The agreed basis could be an including but without any limitation an agreed discount on the published catalogue of an agreed percentage of profit on the landed cost.
- 18.4 The Contractor shall furnish the Warranty to the effect that before going out of production for the Spare Parts they will give adequate notice to the Purchaser of the Equipment so that the later may undertake the balance of lifetime requirements.
- 18.5 The Contractor shall furnish the Warranty to the effect that they will furnish the blue prints of drawings of the Spares, if and when required in connection with the main equipment.

19. FORCE MAJEURE CLAUSE:

- 19.1 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 shall be prevented or delayed by the reasons of any war, hostility, acts of the Public enemy, epidemics, civil commotion, sabotage, fires floods, explosion,

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quarantine restrictions, strikes, lockouts 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 contract nor shall either party shall have any claim for damages against the other in respect 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, as the Secretary as the 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 is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Secretary, which be final, all unused, undamaged and accepted materials, brought out components and stores in course of manufacture in the possession of contractor at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

20. PURCHASER'S RIGHT TO SHORT CLOSE THE RATE CONTRACT

- 20.1 Since the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the Contractor, the purchaser i.e. DGS&D can legally cancel the Rate Contract at any time during currency of the Contract giving a reasonable opportunity to the contractor to represent against such cancellation. The revocation/cancellation of the Rate Contract shall take effect immediately, thereafter, Any order placed by Direct Demanding Officer after the date of cancellation of the Rate Contract should not be taken up by the Contractor for execution. The purchaser i.e DGS&D may, at its option negotiate with the Contractor so as to bring the R/C prices in line with the Market prices, whenever market fluctuation affect prices abnormally. If the negotiation fails, then the Rate Contract will be foreclosed and fresh Rate Contract will be concluded separately.

21 RECEIPT OF STORES & NOTIFICATION OF DAMAGE AND LOSS IF ANY:

- 21.1 The Consignee is responsible for verifying at the time of taking delivery from the Railway Authorities that the stores have been received intact without loss or damages. When the stores are dispatched in full wagon loads, consignee should verify that the seals on the wagons are intact.
- 21.2 If there are any discrepancies such as stores having been damaged, found deficient or below standard, the consignee, after taking into account special

terms and condition, if any, that might have been stipulated in the Rate Contract regarding responsibility for breakage etc, in transit, should make the endorsement in the space provided in the Receipt From against ‘Details of

- 21.3 recoveries proposed by the consignees’ together with amounts to be recovered from the Contractor. Brief reasons as to why the amount to be recovered from the Contractor such as ‘bad packing’ etc should be stated as guide to the Paying Authority regarding the action to be taken.
- 21.4 If there is evidence of loss or damage, the consignee should arrange to secure necessary certificates from the appropriate railway officials before taking delivery. The loss or damage should in every case, be promptly reported t to the Contractor, Supply Officer, who placed order, as well as the concerned Controller of Accounts responsible for payment for the stores as otherwise the consignee will be deemed to have accepted the stores. In any event, the consignee should not, give Receipt Certificate to the Contractor before checking and verifying the stores.
- 21.5 In case the Consignee observes some shortage/damage they should ensure to take Open Delivery invariably and loge the claim with the Carriers immediately under intimation to Contractor, DGS&D and the Paying Authority. Failures to act properly may result in losing their claim of shortage/damage, if any observed at a later date.
- 21.6 The consignee should invariably incorporate a certificate on the Receipt Certificates on the following lines:

“Consignment was dispatched under.....+.....”

+indicate any one of the following through which consignment was dispatched/received.
 - a) Clear Railway Receipt
 - b) Said to contain Railway Receipt.
 - c) At Railway/Owner’s risk”
- 21.7 Any amount paid by the consignee, due to demurrage charges, under charges, etc. on behalf of the contractor should be immediately reported to them, under intimation to the Paying Authority, to enable him to retrench the amount from any of the bills due to the contractor.
- 21.8 The consignee should ensure that any loss and or damage to Store that may have occurred during Transit should be notified to the Contractor within 45 days of the date of arrival of the Stores at destination. Failure to do so would render Purchaser’s claim for such loss’ damage being rejected by the Contractor. In case entire consignment is not received within 30 days for its dispatch, the Consignee should immediately take up with Railways and lodge claim with them. Simultaneously the consignee should advise the Contractor asking them to take up the matter with the Railways for follow up action. In all such cases, Paying Authority may be advised suitable so as to recover the cost of such

affected consignment could be recovered from the Contractor's bills in terms of General Conditions of Contract.

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- 21.9 Where stores are rejected on arrival at destination, these will be re-booked to, the contractor, if he so desires, 'Fright to Pay' at Public Tariff rates.
- 21.10 Where the rejected stores are returned as above, and goods are not required to be replaced, the freight paid by the consignees, if any, on the original consignment will be recovered from the contractor either in cash or from their bills. In case original consignment was booked at concessional rate, the charges actually incurred by the consignee only will be recovered. If the Contractor does not want the consignment to be rebooked, and the original consignment was booked at concessional tariff, the contractor shall be liable to pay the difference between the public tariff and concessional tariff.
- 21.11 The consignee should also indicate "Replacement required". "Replacement not required." Or 'Can rectify locally total cost Rs.Paying Authority shall take necessary action, in consultation with the Purchase Officer, to retrench the amount from any sum due or which may become due to the contractor and for this purpose the Paying Authority will use Retrenchment Slip, copies of which will be sent to the Contractor, Purchase Officer, Consignee and Quality Assurance Officer.
- 21.12 The consignee then will ascertain from the Contractor whether he is going to:
- i) make good the deficiency in stores
 - ii) carry out rectification, or
 - iii) agree to the rectification being carried out by the consignee at the Contractor's expenses.
- 21.13 Regarding (i) above in the event of replacement, after rejections of stores, the consignee should address a letter to the Rate Contract holder for replacement giving details of stores rejected and endorse copies to the Pay & Accounts Officer, Department of Supply and the Inspector concerned. On receipt of the copy of the letter, the Inspection Officer will carry out inspection of stores tendered by the Rate Contract holding firm and issue inspection notes. The Inspecting Officer must, however, mention in the Inspection Note that the stores are supplied in replacement of rejection made against his inspection Note No.dated.as per letter No.dated.from consignee. The consignee will, also as usual, return to the 'Rate Contract holding firm' the Inspection Notes after making necessary endorsement and completing Receipt Certificates therein and the normal procedure for final 100% payments will be followed in such cases.
- 21.14 Regarding (ii) the same procedure as in the case (i) above will apply except where rectifications are carried out at the consignee's premises. In the latter event, if it is not possible for the Rate Contract holder have the stores re-inspected by the Inspector named I the contract, the consignees may inspect the stores and issue the Inspection Note endorsing it with the Retrenchment Slip No. and date for cross reference. He will complete Inspection Certificate and

Receipt certificate and distribute copies of the Inspection Note in the normal manner. Regarding (iii) the Rate Contract holder will be debited with the actual cost of such rectifications. Issue of further Inspection Note would not be necessary.

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- 21.15 In case consignee proposes and communicates to the Paying Authority any recovery due to shortage/damage/rejection etc. copies may be endorsed to the concerned Purchase Officer also so that he is also aware of such recoveries and the performance of Contractor.
- 21.16 If the goods are required to be replaced, such consignment in replacement will be booked 'Freight Paid' at Public Tariff Rate irrespective of Tariff paid for the original consignment. No recoveries in respect of freight on the original consignment will be made from the contractor. In case the replacement supplies are booked at concessional tariff, recovery of freight in respect of such irregular booking will be made from the Contractor at Public Tariff Rate either in cash or by deduction from his bills and the fact should be reported to DGS&D so that suitable so that suitable action can be taken against the contractor.
- 21.17 Recoveries of freight charges be reported to the Paying Authority as early as possible together with the details of the Supply Order to enable him to identify the transaction.
- 21.18 Consignees are particularly requested to complete the receipt portion of Copy No. 1 (Advance Payment Copy) of the Inspection Note in case of provisional receipt of Stores delivered locally, Copy No. 1, Copy No. 2 (balance payment copy) and Copy No. 5 (Account Office Copy) of Inspection Note in case of 100% payment, and Copy Nos. 2& 5 in case of balance 2% payment, as the case may be and return the same to the Contractor as expeditiously as possible after the receipt of Stores. Delay in issue of these Receipt Certificates delays in payment to the Contractor and this may ultimately lead to increased cost of stores to the Purchaser, and also invite uncalled for criticism from the trade. **CONSIGNEES SHOULD THEREFORE, AVOID ANY DELAY IN FURNISHING THE RECEIPT CERTIFICATES TO THE CONTRACTORS.**
- 21.19 Immediately after the completion of Supply Order the consignee should furnish the following information to the Purchaser Officer:
- a) Supply Order No. & Date read with R/C No. and Date
 - b) Quantity and Value of Supply Order.
 - c) Date of despatch by the Contractor along with R.R. No. date
 - d) Date of receipt of Stores at destination.
 - e) Any remarks.

22. SUBMISSION OF QUARTERLY DRAWL REPORTS:

- 22.1 The Offer of the firms for the next RC, will be considered only if their performance against the current and preceding RCs, if held by them is satisfactory and they are other wise eligible For this purpose the purchaser expect that a firm should have supplied minimum 85%/95%/100% of the stores due for supply against the current RC and preceding two years RC respectively on or before the cut off date as indicated in the tender enquiry.

- 22.2 R/C holder not obtaining any supply order against the current R/C prior to the period indicated above and also against immediate previous rate contract will be considered to have a NIL performance and will not be eligible for award of next RC.

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- 22.3 The Contractor shall submit a statement of Orders received and executed against the Rate Contract, by the 10th of each month in the proforma attached (“Annexure-IV”) to the concerned of Purchase with copy to Director (MIS), DGS&D, New Delhi – 110 001.

23. RESOLUTION OF DISPUTES:

- 23.1 In the event of any question, dispute or difference arising under these conditions or any Special Conditions of Contract, or in connection with this contract (except as to any matters the decisions of which is specially provided for by the these or the special conditions) the same shall be referred the sole arbitration of an officer in the Ministry of Law, appointed to be the arbitrator by the Director General of Supplies & Disposals as per Clause 24 of Conditions of Contract Form DGS&D 68 (Revised)
- 23.2 Where the Sole Arbitrator Clause has not been agreed to, all disputes or difference arising under or out of or in connection with the contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction, the place from where contract was issued is situated.