

## ADDITIONAL INSTRUCTIONS

(Applicable for tenders called on Rate Contract basis)

### RATE CONTRACT:

The terms and conditions for the rate contract shall be same as those specified in Annexure 'A' Conditions of Tender & Supply, with the following additions/modifications. These clauses are applicable wherever they are deviating from the relevant clauses of the tender form and shall supersede the terms & conditions mentioned therein and shall be applicable to the rate contract tender.

#### 1.0 PERIOD OF RATE CONTRACT:

The rate contract shall be in operation for a period of one year from the date of Award of Contract.

#### 2.0 QUANTITY:

- 2.1 Quantity ordered in Annexure 'B' of the tender documents or quantity, which shall be ordered on successful bidder, is only the estimated requirement for the contract period of one year. The actual supply against the contract shall be limited to the quantity demanded during the contract period which shall not be less than 40% of the ordered quantity.
- 2.2 It will not be binding on the part of the purchaser to draw the entire quantity during the contract period.
- 2.3 On expiry of the contract period, any undemanded portion of the contract shall stand automatically cancelled without any financial liability on either side.

#### 3.0 DELIVERY PERIOD:

- 3.1 The delivery schedule offered shall indicate the quantity of first lot and the rate per month at which the supply shall be effected.  
For quantities demanded upto 40% of the contract quantity, commencement period will be allowed for the first demand only. The deliveries of subsequent demands shall be effected at the agreed monthly rate from the date of receipt of such demands or the expiry of the delivery period of the earlier demands whichever is later.  
For the balance quantity over and above 40% of contract quantity, if demanded separately, the delivery period as agreed including the commencement period will be applicable.
- 3.2 The demanding officer will issue dispatch instructions as per his requirement. The quantity demanded per consignee could be less than or equal to monthly lot specified in the contract. Whenever as per demands, the quantity to be supplied to a consignee in a particular month is less than monthly lot quantity, the said quantity will be treated as lot quantity for the purpose of delivery and payment.
- 3.3 In the last demand/s made, if the deliveries cannot be effected within the contract period after counting the delivery period in the above manner, the contract period shall stand automatically extended till the expiry of the delivery period counted in the above manner, unless instructed by the concerned Demanding Officer not to dispatch the material after expiry of the contract period.
- 3.4 The commencement of the delivery period shall include the period for submission of prototype/sample (wherever applicable) and approval of the same and also the time required for routine inspection and approval of test certificates, wherever required.