GOVERNMENT OF INDIA/Bharat Sarkar
MINISTRY OF RAILWAYS/Rail Mantralaya
(RAILWAY BOARD)
******

No. RS(S)/51/2019/7701/4/11946 **New Delhi, Dated: 31.05.2019**

M/s JSL Lifestyle Limited,
48 KM Stone,
Delhi Rohtak Road,
Rohad, Bahadurgarh,
Haryana -124507.

Dear Sirs,

Sub: Contract No. RS(S)/51/2019/7701/4/11946 dated 31.05.2019 for manufacturing, supply and installation of Stainless Steel Benches.

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With reference to your offer and other references detailed below, Executive Director, Railway Stores (S), on behalf of the President of India is pleased to enter into a Rate Contract for manufacturing, supply and installation of Stainless Steel Benches to the extent of quantities, specifications and prices shown in Para 9 & 10. This Contract is issued on the terms and conditions detailed hereunder:

2. Purchaser	Executive Director, Railway Stores (S), Railway Board, on behalf of the President of India.
3. Name & Address of the Supplier	M/s JSL Lifestyle Ltd., 48 KM Stone Delhi, Rohtak Road, Village Rohad, Tehsil Bahadurgarh, Haryana -124507.
4. Purchaser's Reference	(i) Ministry of Railways, (Railway Board's) Tender No. 2018IS198 opened on 12.11.2018. (ii) Counter Offer letter No. RS(S)/51/2018/747/2 dated 12.03.2019.
5. Contractor Offer and other References	(i) Your e-Offer against the subject tender. (ii) Your letter No. JSLLL/Rly-Board Benches/MKT/18-19/01 dated 14.03.2019. (iii) Your letter No. JSLLL/Rly-Board-Benches/MKT/18-19/02 dated 14.03.2019.
6. Place of Manufacturing	The material is to be manufactured in your works at JSL Lifestyle Ltd., Bilaspur Tauru Road, Village Pathredi, Gurgaon, Haryana.
7. Inspecting Authority	M/s RITES Ltd., Northern region.
8. Paying Authority.	PFA(WC), Northern Railway, Baroda House will maintain the account and arrange all payments against the contract.

9. The details of the regions, quantity and rate are as detailed below:

S.No.	Region	Quantity (in Kg)	Rate per Kg. - All inclusive (in ₹)
(1)	(2)	(3)	(4)
1	Northern	*5,31,773	471.52

* Supply orders for 50% of net procurable quantity (2,65,886.5 kg for Northern region as detailed in Column 3 above) is initially being placed on you. Subsequent quantity will be released on the basis of your performance as detailed in Clause 22.

9.1 Rates are inclusive of all charges, freight, GST @ 18% and other taxes, if any. No Octroi or freight charges are to be paid extra.

10. **Drawings and Specifications:**

10.1 Following four (4) types of benches are to be supplied as per the enclosed Annexures as follows:

i. 10 seater, with backrest, with seat partition (**Annexure 'A'**)

ii. 4 seater with backrest, with seat partition (**Annexure 'B'**)

iii. 4 seater with backrest, without seat partition (**Annexure 'C'**)

iv. 4 seater without backrest, without seat partition (**Annexure 'D'**)

10.2 Fabrication, supply and installation of stainless steel benches, with or without backrest and seat partition as per drawings placed at Annexures A to D, confirming to drawing and technical description. Stainless Steel 304 Grade confirming IS:6911-1933 with latest amendments.

10.3 The fixing of benches will be done after drilling 300mm in existing surface, providing sleeve pipes with arrangement as shown in drawing, filling drilled hole with chemical/conbextra GP2 or equivalent non-shrink grout and providing fixing bolts. The fixing will be done as per the approved procedure & specification as submitted by the agency upon its approval by competent authority.

10.4 Overall dimensions and weight should conform to the drawing. Tolerance in overall dimensions +/- 5% from drawing and +/- 2% from prototype.

10.5 **Tolerance:** Tolerance in the weight will be 2% of specified weight from nominated weight on either side. Payment will be made as per the minimum/ nominal weight specified in the drawing.

10.6 **Fabrication Supply and Installation of Stainless Steel Benches (Technical Details):** As per Annexure 'G' of the contract.

10.7 **Quality Assurance Plan (QAP for Stainless Steel Benches):** As per Annexure 'H' of the contract.

10.8 For the purpose of fixing of benches, the holding down bolts must be SS 304 with 8mm dia.

10.9 The logo of 'Indian Railways' may be of vinyl sticker with adhesive of 3M or equivalent quality.

10.10 The stainless steel plate size for indicating Name of MP/Funding Agency should be 600mm x 150mm x 1.5mm to be provided on the headrest of 4 seater benches, backrest on 10 seater benches. For 4 seater benches without backrest, the plate size would be minimum 450mm x 120mm x 1.5mm. This would be provided in all benches with suitable screw fixing arrangement and names would be printed/inscribed/written subject to the availability of names at the time of currency of the contract.

11. **Quantity Option Clause:**

(a) The purchaser shall have the right to increase or decrease the ordered quantity by a quantity not exceeding 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable delivery schedule for the enhanced quantity. The purchaser can vary the order quantity by exercising the option clause during the currency of the contract giving reasonable time/notice for executing such increase or decrease. Option clause can be exercised up to last date of scheduled DP mentioned in purchase order, even if the supply of original ordered quantity is completed before the last date of scheduled delivery.

(b) Since this is a rate contract, 30% option clause will be exercised on the total quantity which is finally ordered on the firms after quarterly reviews based on performance as envisaged in clauses 14.4 to 14.7 of General Tender Conditions of Bid Document.

12. **Goods & Services Tax:**

12.1 GST is inclusive in the rate mentioned in column 4 in para 9 above.

12.2 The firm will submit following certificate with the bills for payment. "We hereby declare that additional set offs/input tax credit to the tune of ₹_____ has accrued and accordingly, the same is being passed on to the purchaser, and, to that effect, the payable amount may be adjusted."

12.3 Purchaser will, however, not pay any Tax or Duty paid by the supplier due to misclassification.

13. **Denial Clause**:

Supplier will not be entitled to any benefit of statutory variations in GST, any other taxes announced/ enhanced, after expiry of the original/extended Delivery Period of the contract or supply order.

14. **Inspection / Testing and Approval:**

14.1 Contractor must submit and get approval of Quality Assurance Plan from RITES prior to taking up the manufacturing of prototype. QAP must have adequate details of manufacturing parameters and relevant specifications. Inspection protocol of RITES is enclosed as per Annexure 'E' to the contract.

14.2 RITES and railways will be inspecting authority for the supply and installation, respectively of tendered benches. One prototype of each variant shall be inspected by RITES and test report will be submitted to Station Development Directorate of Railway Board for approval. Supplier has to incorporate any, minor changes noticed during the prototype inspection without any additional cost. Bulk manufacturing will commence only after clearance of prototype.

14.3 Test certificates shall be submitted by the manufacturer for raw materials and testing of all components.

14.4 Inspecting agency shall carry out Dye Penetration Test of welds on at least 5% quantity offered for inspection. Acceptance standards for welds shall be as per EN25817-1992 TIG welding intermediate (C).

14.5 Sample test of identified parameters including destructive testing will be done by RITES for one in 5000 or part thereof, for each type of bench.

14.6 Sample Testing of dimensions and weight of benches will be done by the consignees.

14.7 All the test reports will be checked by the consignee, i.e., concerned SSE/Works and Gazetted Officer before certifying document for payment.

15. **Inspection of Stores:**

(a) M/s RITES Limited of the concerned region will be the inspecting agency for the bulk manufacturing and supply of stainless steel Benches with complete accessories, as indicated in the supply order.

(b) For accepting supplies, Sr.DEN Coordination of the concerned Division may nominate SSE/Works for the Division. The supply of individual subdivision will be certified by concerned SSE/Works with test checks of ADEN of subdivision. However, for payments, supplies are to be certified by Gazetted Officer.

(c) Materials peculiar to Railway, such as, parts & fittings except raw material, which have been found defective during inspection and which could not be rectified are required to be defaced by the inspecting authority to avoid recycling of such rejected materials and to avoid ultimate failures of assets. All such rejected materials peculiar to Railways should be mechanically defaced to prevent sale to Railways again.

(d) In case the firms fail to offer the material for inspection against inspection call issued to inspecting agency or if the material have to be re-inspected due to rejection of the material at firm's premises by inspecting agency or due to non despatch of material within validity of inspection certificate, then the inspection charges applicable for the offered quantity and actual test charges incurred will be paid by the supplier to the inspecting agency.

(e) Final inspection and acceptance of the supplied material will be done by the Consignee after receipt of the material.

(f) Test Certificates: In case tests are prescribed in the specification, it is obligatory for the contractor to furnish the manufacturer's Test Certificate or any other Test Certificate specified in the tender along with the supply of stores. In the event of their inability to furnish the Test Certificate, the cost of the test to be carried out will be to the tenderer's account.

16. **Marking of material**

The Contractor must indicate the Manufacture's Name, Month and Year of manufacturing by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

17. **Payment Terms:**

17.1 80% of the total cost of each consignment will be made against Inspection Certificate and proof of receipt duly certified by a Gazetted Officer of the consignee, certifying receipt of material in good condition at consignee's end.

17.2 Balance 20% payment will be made after successful installation of the benches as per specification.

17.3 Firms can raise their bills for 80% payment after receipt of each consignment at consignee end. Bills for payment of balance 20% can be raised after successful installation. Paying authority will be PFA of the Zonal Railway nominated for the work.

18. **Payment through ECS/ EFT:**

18.1 The details of the bank account are as follows:

(i) Account No. 4615008700000128.
(ii) Bank Name : Punjab National Bank, IFS Code : PUNB0461500.
(iii) Branch name & Address : Large Corporate Branch, U & I Building, Plot No.83, City Centre, Sector- 29, Gurgaon (Haryana)- 122002.

19. **Consignee & Dispatch Instructions:**

19.1 The consignee particulars along with exact type, and number of benches and quantity thereof shall be intimated by Executive Director, Railway Stores (Steel), Railway Board, New Delhi in consultation with Station Development Directorate, Railway Board, New Delhi.

19.2 No deviations in sizes and tolerance shall be permitted, except whatever is permitted by this Contract and relevant specification. Minimum order will be 25 benches on any station.

19.3 It will be the responsibility of the suppliers to ensure safe delivery of material in the premises of the consignee and ensure timely installation and commissioning.

20. **Transit Insurance** - The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores, contracted for, are received in good condition at destination.

21. **Price Variation Clause:**

21.1 The contract prices are subject to the Price Variation Clause as per Annexure 'F' enclosed with base month September, 2018.

22. **Delivery:**

22.1 Supply orders for 50% of net procurable quantity (2,65,886.5 kg for the Northern regions as detailed in Column 3 of para 9 above) is initially being placed on you. Subsequent quantity will be released on the basis of your performance as detailed in following sub-clauses.

22.2 The prototype against initial supply order under the rate contract shall be submitted within 25 days from the date of issue of supply order.

22.3 The supply of stainless steel benches shall commence within 30 days from the date of approval of prototype.

22.4 As around two months are required for the activities of manufacture of prototype and approval of same and commencing the regular supplies; therefore, for performance purpose for 1st quarter, the supplies will be taken, what contractor has supplied in first five months from the placement of initial supply order.

22.5 Quantities in the subsequent supply orders, to be placed at the end of 1st quarter, will depend on the progress of work of installation of stainless steel benches of the individual contractors during the quarter under review. Supply orders at the end of 1st quarter will be placed in such a manner that total order on respective contractor will be equal to the initial order placed on them.

22.6 Supply order at the end of 2nd quarter will be placed for the balance leftover quantity on pro-rata basis in the ratio of their performance during the first eight months from the placement of initial supply order.

22.7 The Contractor must inform the tentative delivery schedule to respective division, at least one month in advance, so that proper planning and preparation can be done at divisional level for installation of benches.

22.8 It shall be ensured by the Contractor that the fixing of benches shall be done within one month from the date of supply.

22.9 Time and the date of delivery as specified in the supply order shall be the essence of the Contract.

22.10 The terminal delivery date of contract is 14 months from the date of placement of contract.

23. Terms of Delivery:

(a) Mode of dispatch should be by road directly to the respective consignee.

(b) FOR destination.

(c) Transit Insurance for risk in transit shall be arranged by the supplier on his own cost, since risk in transport in all such cases rests with the supplier in terms of IRS Conditions of Contract.

(d) The firms will be required to deliver the stores on freight prepaid and door delivery basis up to the destination.

24. **Liquidated Damages:**

The purchaser reserves the right to recover from the Contractor, Liquidated Damages and not by way of penalty, a sum equivalent to 2% of the price of any stores (including elements of taxes, duties, freight, etc.) which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month, during which the delivery of such stores may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 10% (ten percent) of value of the delayed supplies. This is in addition and without prejudice to other rights under the terms of contract.

25. **Currency of the Rate Contract:**

25.1 Rate contracts finalized against this tender will be valid for a period of 14 months from the date of issue of the rate contract. All supply orders placed till the last date of the validity of the rate contract shall be executed by the Contractor.

25.2 Currency of the rate contracts can be increased with mutual consent of both the parties, i.e., Ministry of Railways (Purchaser) and the Contractor. Extension of currency of the contract will be on the same price and terms and conditions.

26. **Warranty/ Guarantee:**

26.1 Warranty / Guarantee shall be as per Clause 3200 of IRS Conditions of Contract. However, the period of Warranty/Guarantee shall be for 24 months from the date of installation. During Warranty, the tenderer shall settle the Warranty / Guarantee claim within a period of 30 days from date of such claim.

27. **Force Majeure Conditions:**

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

If there is delay in performance or other failures by the contractor to perform its obligation under its contract due to event of a Force Majeure, the contractor shall not be held responsible for such delays/ failures.
If a Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.

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

There may be a Force Majeure situation affecting the purchase organization also. In such a situation, the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

28. **Arbitration:** As per Clause 2900 of IRS Conditions of Contract.

29. **Security Deposit:**

The firm was required to deposit ₹ 50 lakh (₹ Fifty lakh only) as Security Deposit for this contract. The firm has furnished a Bank Guarantee No.4615ILG001019 dated 25.03.2019 valid up to 17.09.2020 issued by Punjab National Bank, Sector-29, Gurgaon in favour of M/s JSL Lifestyle Limited, to the paying authority for ₹ 50 lakh (₹ Fifty lakh only). As and when an amendment is issued to the contract, the firm shall, within 15 (Fifteen) days of the receipt of such an amendment furnish to the Paying Authority an amendment to the Bank Guarantee rendering the same valid for the contract.

30. **Packing** - Attention is drawn to Clause 1800 of Indian Railway's Standard Conditions of Contract. Packing should be done accordingly. Packing should be done in a manner to ensure that the tendered benches do not get damaged in transit/ storage or during handling.

31. **All other Terms and Conditions:**

All other terms and conditions would be as per the Bid Document and Corrigendum issued after floating of this tender, so far as the same are not in conflict with whatever has been stated above.

32. **Acknowledgment:**

Please convey your unconditional acceptance addressed the President of India through Executive Director, Railway Stores (Steel) Ministry of Railways (Railway Board), Rail Bhawan, New Delhi endorsing a copy of the same to the Paying Authority within 5 days from the date of issue of this rate contract. One copy each of the contract duly signed by authorised signatory on each page must be returned to the Executive Director, Railway Stores (Steel) Ministry of Railways (Railway Board), Rail Bhawan, New Delhi, and Paying Authority.

Encl: Annexures A to H.

Yours faithfully,

(Shiv Shanker)
Dy. Director, Railway Stores (S)-I
For and on behalf of the President of India.

No. RS (S)/51/2019/7701/4/11946 **New Delhi, Dated: 31.05.2019**

Copy to:

(1) PFA(WC), Northern Railway, New Delhi for information and necessary action in terms of Para 8, 17, 18 & 29 of the subject contract and with other relevant clauses. Payment may be made only after receipt of unqualified acceptance from the firm and security deposit and against the original inspection certificate inscribed with the word 'copy for payment' from RITES and on proof of receipt.

(2) ADAI (Railways), Rail Bhavan, New Delhi.

For Financial Commissioner/Railways.

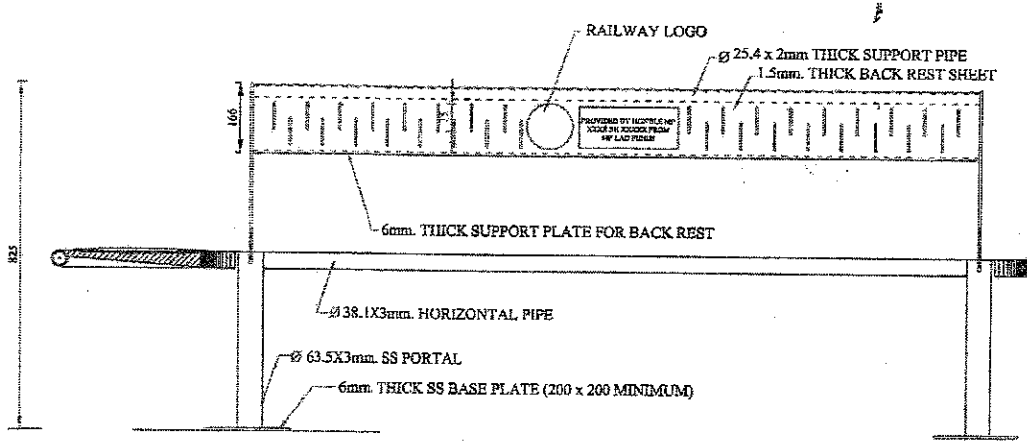
No. RS (S)/51/2019/7701/4/11946 **New Delhi, Dated: 31.05.2019**

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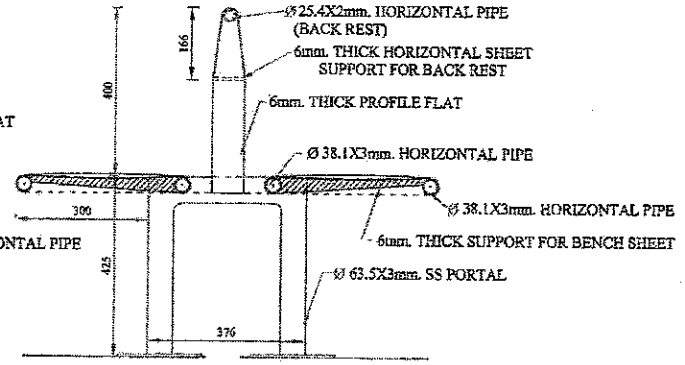
(1) M/s RITES Limited, Northern Region.
(2) Executive Director, Station Development, Railway Board, New Delhi.
(3) DDF(S)-II, Railway Board.

(Shiv Shanker)
Dy. Director, Railway Stores (S)-I

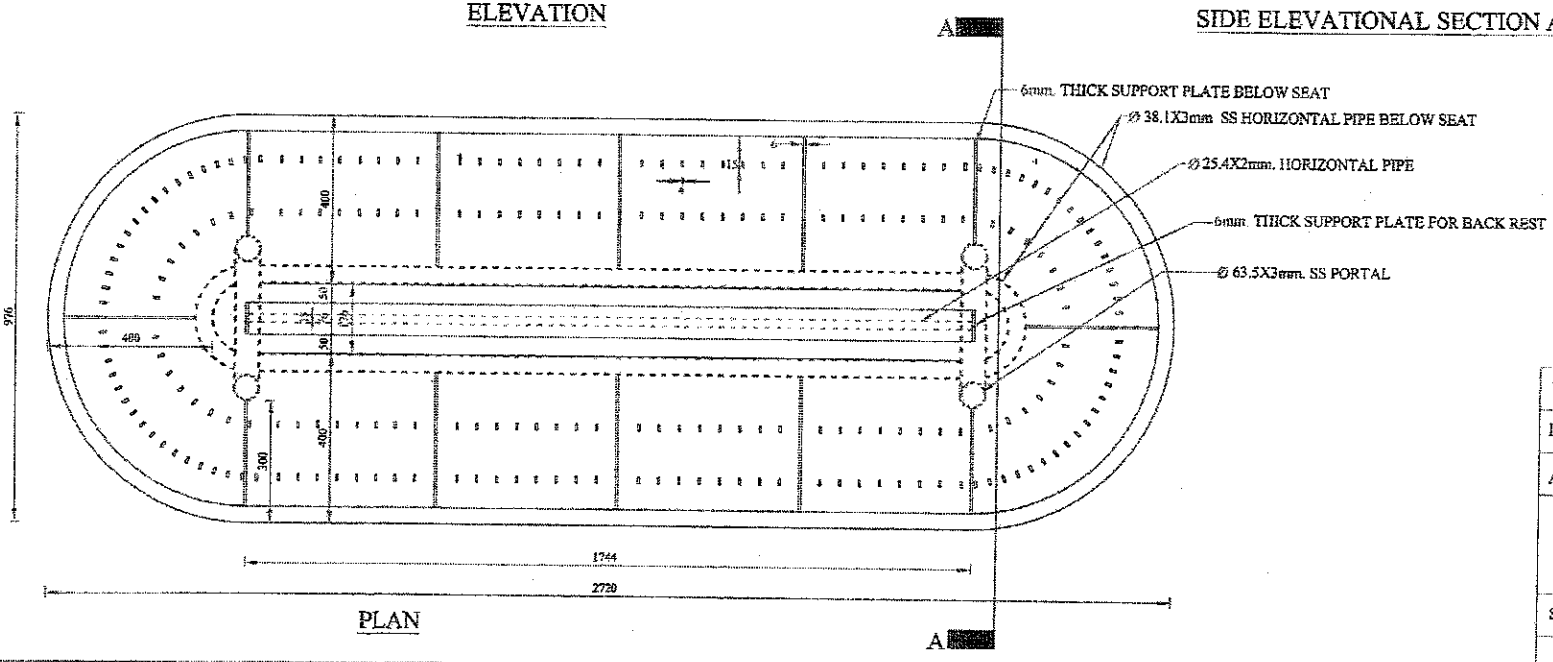
ANNEXURE 'A'



ELEVATION



SIDE ELEVATIONAL SECTION AT A-A



PLAN

1. All dimension are in millimeter
2. Stainless steel shall confirm to grade304/316 IS:6911/ASTM A240/A240M
3. Argan welding shall be done by T I G .arc welding .as per IS:9604
4. All fabrication work shall be done on roller machine by C N C laser cutting and argon welding.
5. Minimum weight of each bench will not be less than 95.0 Kg.
6. Welder should be certified for safety. efficiency &quality as per EN 287-1.

DRAWN BY	ALT:	DESCRIPTION	DATE

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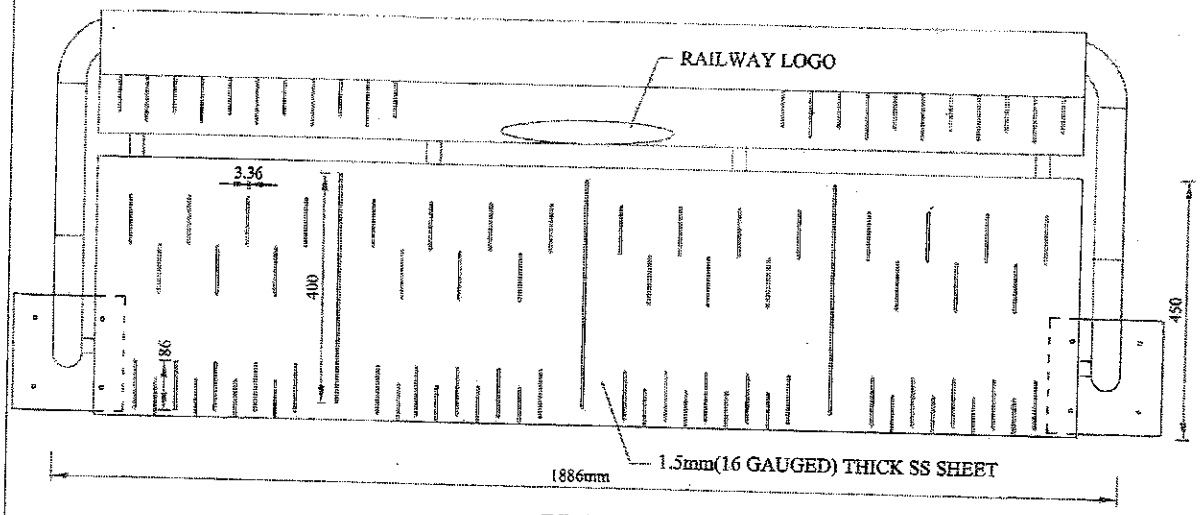
TEN SEATER BENCH WITH BACKREST WITH SEAT PARTITION

SCALE: NTS	DATE : 05.06.2018

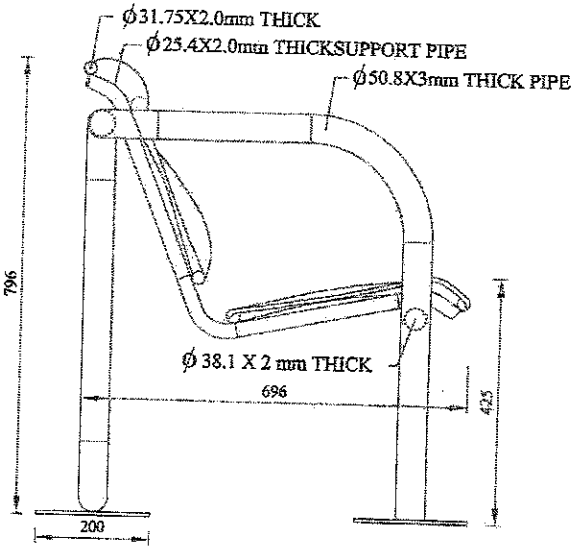
DRAWING NO. RDSO/WKS/2018/4

WORKS DIRECTORATE
R. D. S. O. LUCKNOW.

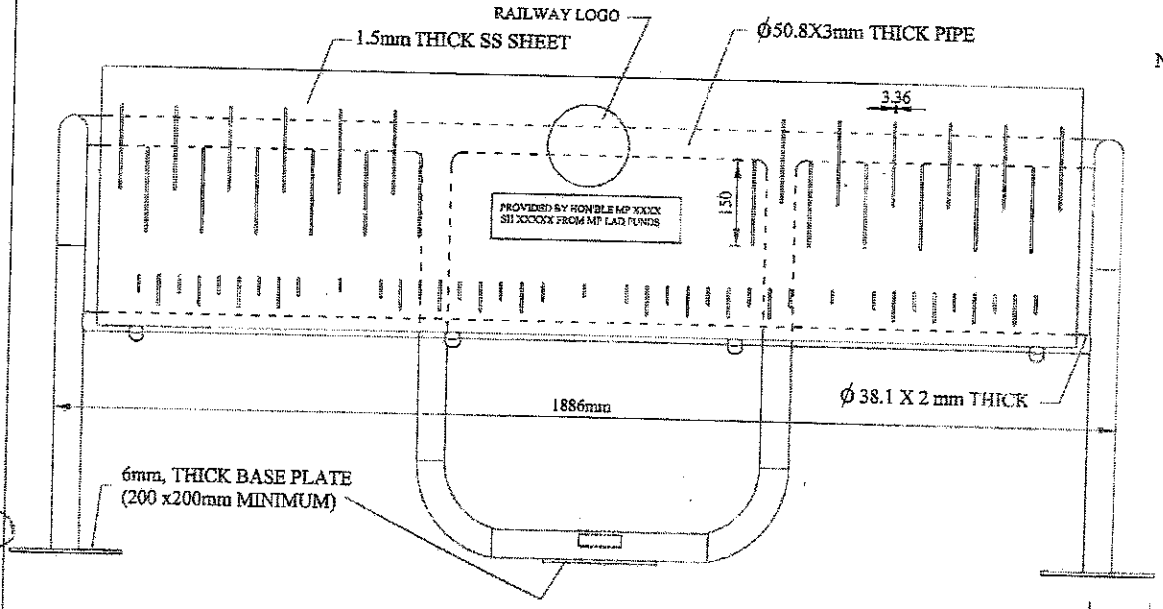
ANNEXURE 'B'



PLAN



SIDE ELEVATION



ELEVATION

NOTE:-

1. ALL DIMENSIONS ARE IN MILIMETRES.
2. STAINLESS STEEL SHALL CONFIRM TO GRADE 304/316 IS:6911/ASTM A240/A240M
3. ARGON WELDING SHALL BE DONE BY TIG,ARC WELDING AS PER IS:9604
4. ALL FABRICATION WORK SHALL BE DONE ON ROLLER MACHINE BY CNC LASSER CUTTING AND ARGON WELDING.
5. MINIMUM WEIGHT OF EACH BENCH WILL NOT BE LESS THAN 69.5 KG.
6. WELDER SHOULD BE CERTIFIED FOR SAFETY, EFFICIENCY & QUALITY AS PER EN 287-1

ED/WORKS	05/06/18
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4 SEATER BENCH WITH BACKREST, WITH SEAT PARTITION

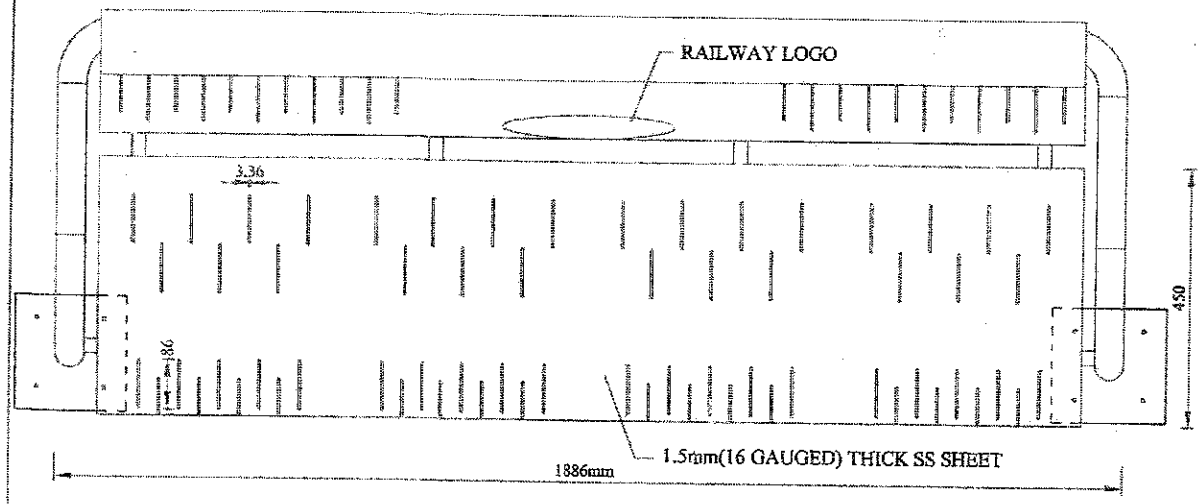
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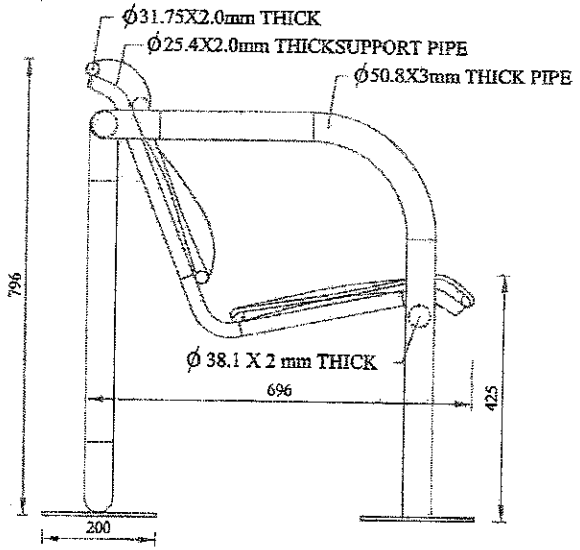
WORKS DIRECTORATE RDSO LUCKNOW

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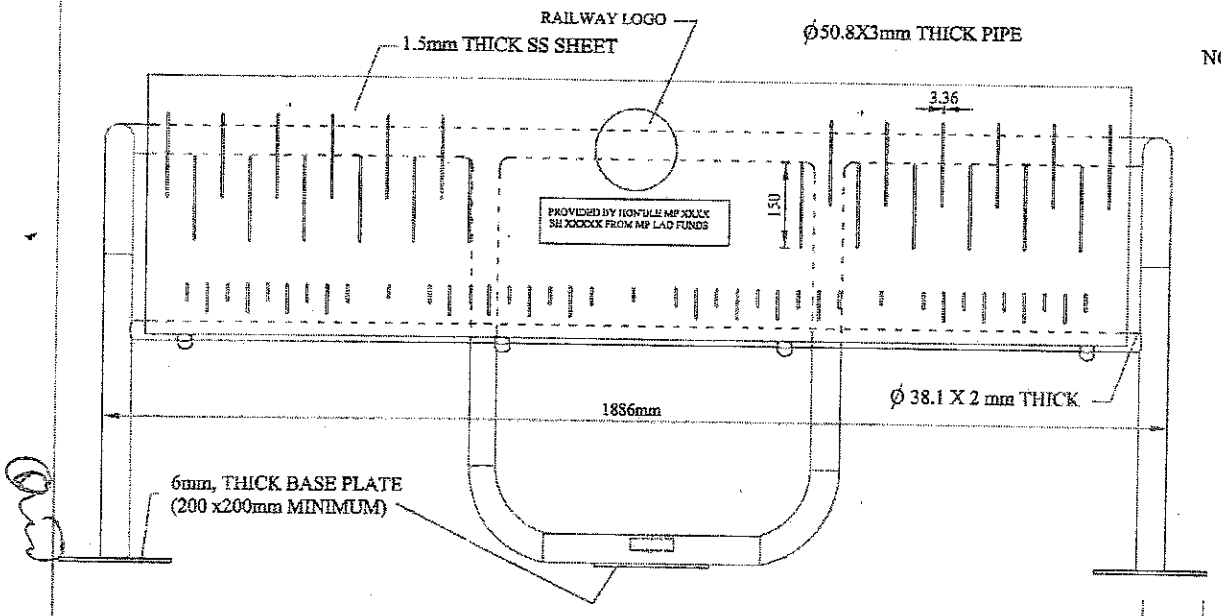
ANNEXURE 'C'



PLAN



SIDE ELEVATION



ELEVATION

NOTE:-

1. ALL DIMENSIONS ARE IN MILIMETRES.
2. STAINLESS STEEL SHALL CONFIRM TO GRADE 304/316 IS:6911/ASTM A240/A240M
3. ARGON WELDING SHALL BE DONE BY TIG,ARC WELDING AS PER IS:9604
4. ALL FABRICATION WORK SHALL BE DONE ON ROLLER MACHINE BY CNC LASSER CUTTING AND ARGON WELDING.
5. MINIMUM WEIGHT OF EACH BENCH WILL NOT BE LESS THAN 68.0 KG.
6. WELDER SHOULD BE CERTIFIED FOR SAFETY, EFFICIENCY & QUALITY AS PER EN 287-1

ED/WORKS	05/06/18
DIR/WORKS	05-06-18
ADE/WORKS	

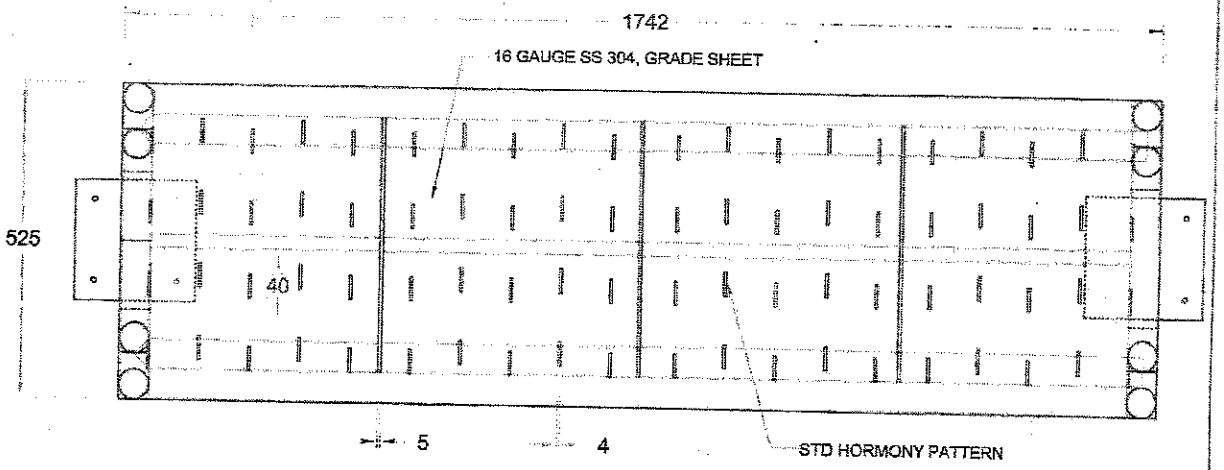
4 SEATER BENCH WITH BACKREST, WITHOUT SEAT PARTITION

SCALE :- NTS	DATE :- 05.06.2018
DRAWING No. RDSO/WKS/2018/3	

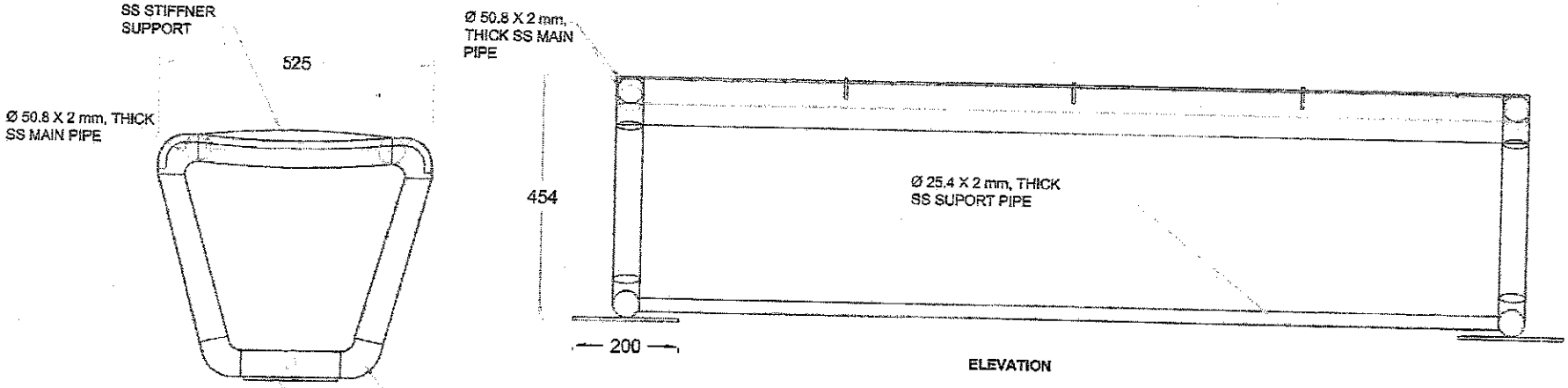
WORKS DIRECTORATE RDSO LUCKNOW

DRAWN BY	ALT:	DISCRIPTION	DATE

ANNEXURE 'D'



PLAN



SIDE ELEVATION

ELEVATION

1. ALL DIMENSIONS ARE SHOWN IN MILIMETRES.
2. STAINLESS STEEL SHALL CONFIRM TO GRADE 304/316 IS: 6911/ASTM A240/A240M
3. ARGAN WELDING SHALL BE DONE BY TIG, ARC WELDING, AS PER IS: 9604
4. ALL FABRICATION WORK SHALL BE DONE ON ROLLER MACHINE BY CNC LASER CUTTING AND ARGON WELDING
5. MINIMUM WEIGHT OF EACH BENCH WILL NOT BE LESS THAN 35 Kg.
6. WELDER SHOULD BE CERTIFIED FOR SAFETY, EFFICIENCY & QUALITY AS PER EN 287-1

DRAWN BY	ALT:	DESCRIPTION	DATE

ED/WORKS	07/06/18
DIR/WORKS	
ADE/WORKS	

FOUR SEATER BENCH WITHOUT BACKREST, WITHOUT SEAT PARTITION

SCALE: NTS	DATE: 07.06.2018
DRAWING NO: RDSO/WKS/2018/1	

WORKS DIRECTORATE
R.D.S.O. LUCKNOW

Annexure 'E'

INSPECTION PROTOCOL

Contractor must submit and get approval of Quality Assurance Plan prior to taking up the manufacturing of prototype. QAP must have adequate details of manufacturing parameters and installation specifications.

RITES or Railways will be inspecting authority for the supply and installation of items. One prototype of each variant shall be inspected by RITES. The test report will be submitted to Station Development Directorate for approval. Installation check of Prototype will be done by Station Development Directorate. Supplier has to incorporate any changes noticed during the Prototype inspection without any additional cost. Bulk manufacturing will commence only after clearance of prototype by Station Development Directorate.

Quality audit of Production & Test facilities will be done by RITES after supply of every 5000 Nos. The report and observations will be submitted to Station Development Directorate.

Test Certificate will be submitted by the manufacturer for raw materials and testing of all critical components.

Inspecting Agency shall carry out the following tests at manufacturer's premises:

1. Visual & Dimension Check on sampling basis following IS2500 (PT-1), Normal inspection, General Inspection Level-I, AQL-2.5.

2. Chemical Testing for material used- 1 samples out of 2000 Benches & part thereof, for each size covering all parts.

3. Dye penetration testing on welds of the sampled Benches. Acceptance standards for welds shall be as per relevant code.

4. Destructive testing for 1 samples out of 5000 Benches or part thereof for each type of bench.

All the test reports will be checked by the consignee, i.e., concerned SSE/Works and Gazetted Officer before certifying document for payment.

Annexure 'F'

PRICE VARIATION CLAUSE

PRICE VARIATION CLAUSE – BASE MONTH: SEPTEMBER, 2018.

The increase/decrease in the price of materials quoted/ supplied against this tender would be governed by the following Price Variation formula:

$$P_1 = \frac{P_o}{100}\left(50 + 6 \times \frac{FC_I}{FC_o} + 44 \times \frac{MS_1}{MS_o}\right)$$

Where,

P_1 = Escalated/de-escalated price.

P_o = Base Price.

FC_1 = "Ferro Chrome" Basic price (HC 60%) Ex-Jajpur(INR), published in www.steelmint.com for the last day of the calendar month, two months prior to the call for inspection of the material. For instance material offered for inspection in November, 2018 the basic price for the last day of the month of September, 2018 will be applicable.

FC_o = "Ferro Chrome" Basic prices (HC 60%) Ex-Jajpur(INR), Steelmint prices for the last day of the calendar month for the base month.

MS_1 = "Melting Scrap" Basic price of Melting Scrap End Cutting for Ex-Ludhiana, price published in www.steelmint.com for the last day of the calendar month, two months prior to the call for inspection of the material. For instance material offered for inspection in November, the basic price for the last day of the month of September, 2018 will be applicable.

MS_o = "Melting Scrap" Basic price of Melting Scrap End Cutting for Ex-Ludhiana, price of the last day of the calendar month for the base month.

Note: For 'Ferro Chrome' weekly data is published, the basic rate of 'Ferro Chrome' will be taken from the basic rate of the week in which last date of month falls.

In case P_1 is greater than P_o, the difference P_1 minus P_o shall constitute the amount due to the contractor towards escalation on account of Price Variation. Otherwise, the difference P_o minus P_1 shall constitute the amount to be recovered from the contractor as de-escalation.

The decision of the President of India in regard to wage and material escalation under the clause shall be final and not be subject to legal dispute or arbitration.

Annexure 'G'

Fabrication, Supply and Installation of Stainless Steel Benches

Technical details:-

a) Grade of Steel: Stainless Steel 304 Grade confirming IS:6911-1933 with latest amendments.
b) Supplier Manufacturing setup: Certified as per ISO 9001:2015.
c) Finish: Matt Finish.
d) Fabrication: On roller machine by CNC Laser cutting and Argon welding.
e) Fabrication tolerances: As per EN ISO 13920.
f) Punching/ perforation in seating plate/backrest is to be provided as per drawings.
g) Argon welding: by TIG (Tungsten inert gas) Arc welding method as per IS:9604.
h) Weld Joints: TIG welded as per EN ISO 15609-1:2004.
i) Electrodes: Tungsten electrodes as per IS:13907 and SS304 grade filler material.
j) Joints shall be welded under controlled condition to avoid formation of crack and metal flow at welding points. Welds should be treated with K-2 solution. All the joints shall be finished and polished using automatic polishing machine to match with parent material.
k) Welder Certification: ISO 9606 part-1 / EN 287-1.
l) All the specifications indicated in drawing will supersede this clause.

Note: Indian Codes will be followed and in the absence of any requisite parameter European Code may be referred.

Annexure 'H'

Quality Assurance Plan (QAP) for Stainless Steel Benches

1) The raw material e.g electrode and hardware should be procured from the authorised distributor of original manufacturer and firm should procure material with test certificate.

2) The welders should be certified as per ISO 9606 part-1. The welders shall also have adequate experience of TIG welding.

3) The fabricator shall have adequate fabrication and process capabilities to obtain all the tolerances and geometrical tolerances and shall have arrangement of jig/fixure/clamping device for main assembly and sub-assembly work.