GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2022/RS(I)/174/157/1890 New Delhi Dated: 30.03.2022

Read

M/s. LalBaba Industrial Corporation Pvt. Ltd.,
78, Lala Babu Shire Road,
Belur,
Howrah-711202.

Dear Sirs,

Sub: **Developmental Contract No. 2022/RS(I)/174/157/1890 dated 30.03.2022 for manufacture and supply of Constant Contact Side Bearers (CCSB) for BOXN type wagons.**

Ref: (i) e-Tender No. 2021RSI1741TC opened on 22.12.2021.
(ii) Your e offer against the subject tender.
(iii) Board's Letter of Acceptance No. 2021/RS(I)/174/1TC dated 11.03.2022.

1.0 The President of India, acting through the Executive Director, Railway Stores (S), Ministry of Railways (hereafter called the 'Government') has decided to place a developmental order on you for manufacture and supply of 7,680 nos. of Constant Contact Side Bearers as per details given below:

2.0 **Description, Specifications and Rates of items :**

RSP Item No.	Description	Specification	Qty in Nos.	Basic Rate per CCSB (In Rs.)
1	2	3	4	5
941/2021-22	Constant Contact Side Bearers for BG bogie wagons for BOXN type wagons	RDSO's specification No. WD-62-MISC-17 with latest revision. CCSB variant B to drawing No. WD-12008-S/1 for BOXN type wagons.	7,680	5,079/- (Rupees Five Thousand and One Hundred only)
		TOTAL	7,680	

Total value of the contract: **Rs. 4,60,27,929.60 /- (Rupees Four Crore Sixty Lakh Twenty Seven Thousand Nine Hundred Twenty Nine and sixty paisa Only). The total value is inclusive of GST@18%.**

3.0 Goods and Services Tax (GST) : Tax (GST) @ 18% is extra.

The firm will have to submit following certificate with the bills for payment. :

"We hereby declare that additional set offs/input tax credit to the tune of Rs. _____ has accrued and accordingly, the same is being passed on to the Purchaser, and, to that effect, the payable amount may be adjusted".

3.1 **Statutory Variation**: Any statutory variation within the original contractual delivery period of the contract will be on purchaser's account.

3.2 **Entry Tax/Exit Tax/ Octroi Duty**: The Purchaser will not bear any Octroi charges, Entry Tax, Exit Tax etc. and if required will issue Octroi Exemption Certificate only. In event of Octroi Exemption Certificate not being honored by the concerned Municipal authority and Octroi charges become payable, the supplier will have to bear the Octroi charges in terms of IRS Conditions of Contract.

4.0 **Price Variation Clause** : Not applicable.

5.0 **F.O.R.:** Destination.

6.0 **Mode of Dispatch**: By road transport on freight pre-paid and door delivery basis. Road permit way bill will be provided by the respective consignee.

7.0 **Place of Manufacture**: Village-Palora, P.O. Mahishrekha, P.S.-Uluberia, Dist.-Howrah, Pin-711303, West Bengal, India.

8.0 **Paying Authority**: PFA (RBC), Eastern Railway, Kolkata.

9.0 **Freight Charges:** No freight charges will be paid to the firm. To be borne by the firm.

10.0 **Payment Terms:** As per Clause 8.0 of the General Tender Conditions of bid document.

10.1 90% payment for the stores or each consignment thereof will be made against Inspection Certificate and proof of dispatch. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material in good condition at consignee's end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR/ PWB may be considered as the proof of dispatch.

10.2 Balance 10% payment will be made on receipt and acceptance of stores by the consignee, signed by granting of Receipt Note. In other words, balance 10% payment shall be made against Receipt Note. This balance 10% payment will be made subject to submission of Performance Bank Guarantee by the firm for 10% value as per 'Annexure-y' fully indemnifying the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in warranty clause.

10.3 **Bank Details of the firm:**

a) Name of the Bank – HDFC BANK LTD
b) Bank Account Number – 57500000603045
c) IFSC Code – HDFC0000014

11.0 **DELIVERY:** Delivery to start within one month and to be completed within 12 months of placement of contract. Date of receipt of material at the consignee end will be treated as the date of delivery.

12.0 **Consignee Particulars**: Consignee particulars will be issued shortly.

13.0 **Liquidated Damages**: Recovery of Liquidated Damages (LD) shall be levied @ ½ % (half percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in Supply Contracts is 10% (ten percent) of the value of contract irrespective of delays, unless otherwise provided, specifically in the contract.

14.0 **Force Majeure Condition :**

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.

15.0 **PAYMENT & MAINTENANCE OF ACCOUNTS**: Paying Authority indicated in para 8.0 will maintain account and arrange all the payments in terms of para 2300 and 2302 of the Indian Railway Standard Condition of the Contract.

16.0 **PACKING:** As per Clause 11 of Specification.

17.0 **OPTION:** The purchaser reserves the right to increase/decrease the quantity by 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable extension in delivery period.

18.0 **WARRANTY/GUARANTEE & Marking:** The offered design of constant contact side bearer assembly including housings and spring elements is expected to work satisfactorily for a period of 72 months on Indian Railway's working conditions. Hence offered CCSB shall be guaranteed for a period of 05 years (Sixty months) from the

month and year of manufacturing. The guarantee shall coved design, material and workmanship. The firm shall replaced compiete CCSB or component/s failed during guarantee period to the depot raised claim at his own expense within reasonable time normally within three months. Conditional offers regarding guarantee period of CCSB linked to bogie maintenance practices and Indian Railway's working conditions etc. Shall not be acceptable.

Following shall be treated as failures of any of the housing(s) or suspension element/spring (s) for replacement under warranty period;

a) Crack/breakage in top/bottom housing.
b) Wear of 3mm or more in top face of top housing and increase/decrease of more than 03 mm in diameter of bottom/top housing measured from nominal values.
c) Crushing, tears breakage or crack in any suspension element. However, minor surface crack which do not affect properties may be ignored.
d) A permanent set in spring elements observed equal or more than half of the difference between nominal free height of CCSB and nominal set up height for the wagon. For example, if nominal height of CCSB is 163.0mm, then half of deduction (163.0-128.5)/2=17.25mm.

19.0 **Security Deposit :** The firm was required to submit Rs. 13,80,837.88/- (Rupees Thirteen Lakh Eighty Thousand Eight Hundred Thirty Seven and eighty eight paisa only) as Security Deposit with the Paying Authority against the subject contract. The firm has submitted a Bank Guarantee No. 469GT02220820001 dated 23.03.2022 (valid upto 31.03.2023 and claim period upto 31.03.2024) issued by HDFC Bank, Kolkata in favour of M/s. Lalbaba Industrial Corporation Private Limited to the Paying Authority i.e. PFA (RBC), Eastern Railway, Kolkata for Rs. 13,80,840/- (Rupees Thirteen Lakh Eighty Thousand Eight Hundred Forty 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 will furnish to the Paying Authority an amendment to the BG rendering the same valid for the contract as amended. In case of failure on your part to execute the contract save Force Majeure Conditions, the above Security Deposit shall be forefeited.

20.0 **INSPECTION:** Pre-dispatch Inspection will be done by authorized representative of DG/RDSO/LKO at the manufacturing premises of the firm, before dispatch.

20.1 The material shall be dispatched by the contractor to the respective consignee within or outside the state as per consignee allocations issued by the DRS/W, Railway Board, New Delhi on behalf of purchaser.

20.2 Monthly progress report of supplies should be submitted indicating supplies made during the month, cumulative supplies upto the month & quantity outstanding. The progress report should reach this office by 7th of every month.

21.0 **Settlement of Disputes (ARBITRATION):** The contract will be governed by the arbitration clause with amendments as specified in the Railway Board's letter No. 2018/TF/Civil/Arbitration Policy dated 12.12.2018 attached as Annexure-I of the bid document.

22.0 **Terms and Conditions:** The contract shall be governed by Indian Railway Standard Conditions of the Contract, conditions indicated in bid document in so far as these are not inconsistent with the conditions given herein before.

23.0 The contract is issued by order and in the name of the President of India.

24.0 One copy each of the contract duly signed by the Contractor or on his behalf by his duly authorized representative with each page initialed be returned within 5 days from the date of issue of this contract to Executive Director, Railway Stores (Steel), Ministry of Railways (Railway Board), Rail Bhavan, New Delhi, Inspecting Authority and Paying Authority.

Yours faithfully,

(Sunil Kumar Tiwari)
Director Railway Stores(W)
For and on behalf of the President of India

No. 2022/RS(I)/174/157/1890 **New Delhi Dated: 30.03.2022**

Copy to:-

1) **PFA (RBC), Eastern Railway, Kolkata** - for information and necessary action in terms of para 2.0, 3.0, 9.0, 10.0 & 19.0 (submission of SD) of subject contract read with other relevant clauses. Payment for supplies made against the subject contract should be debited to RSP No. indicated in Column 1 of Para 2 of the subject contract.

2) **ADAI (Railways),** Mathura Road, New Delhi.

3) **Director of Audit**, Eastern Railway, Kolkata.

For Member/Finance

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Copy forwarded to:-

1) CMM(BI), 3-Koilaghat Street, Kolkata-700001.
2) Director General (I&L), RDSO, Manak Nagar, Lucknow-226011.
3) DG/RDSO, Lucknow - It is requested to authorize a representative for pre dispatch inspection at the manufacturing premises of the firm, before dispatch.
4) Director Standards/ Wagon, RDSO, Manak Nagar, Lucknow-226011.
5) Director (I&L), RDSO, 3, Koilaghat Street, Kolkata-700 001..
6) A/Cs. IV(BO), RS(B), RS(PF&EC), F(S)I, RS(T) Branches of Board's office.

(Sunil Kumar Tiwari)
Director Railway Stores(W)