भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
रेलवे बोर्ड (RAILWAY BOARD)

No. 2016/ RS(PF&EC)-142/ Coaches/ 17 **New Delhi, Dated: 17.08.2016**

M/s Amit Engineers,
B-61, Phase – 7, Industrial Area
Mohali, Punjab - 160055

Dear Sirs,

Sub: Rate Contract No. 2016/ RS(PF & EC)-142/ Coaches/17 dated 17.08.2016 for supply and retro-fitment of IR-DRDO Bio-digester tanks in existing in-service coaches against Railway Board's e-Tender No. 2016RSPFEC1TC opened on 22.06.2016.

Ref: (i) Ministry of railway's e-tender no. 2016RSPFEC1TC dated 01.06.2016, opened on 22.06.2016.
(ii) Your e-offer against the above tender.
(iii) Ministry of Railway's counter offer letter of even no. dated 09.08.2016.
(iv) Your acceptance to the counter offer vide letter no. AE/ RB/ 2016RSPFEC1TC/ 01 dated 10.08.2016.

1.0 The President of India, acting through the Executive Director, Railway Stores (S), Ministry of Railways (hereinafter called the 'Government') is pleased to enter into a Rate Contract with you for supply, installation and commissioning of IR-DRDO Bio-digester tanks in existing in-service coaches as per Schedule of requirement and rates detailed in Table – 1 below:

TABLE – 1 (Schedule of requirement and rates)

Sl.	Description	Rate (₹) & Unit	ED & CST/ VAT
1	Supply of Bolted design IR-DRDO Bio digester tank with mounting arrangement to RDSO Drawing No. CG – 14053, Alt. 2 without item 2 and RCF specification No. MDTS.224, Rev. 6	1,81,078/- Per set (1 set consisting of one LH & one RH tank)	ED & CST/ inclusive @ 6%, & 6.05% respectively
2	Supply of complete sets of Brackets for mounting of	8,120/- Per set (1 set means	ED & CST/ inclusive @ 6%,

Sl.	Description	Rate (₹) & Unit	ED & CST/ VAT
	DRDE Bio-toilet tank to RDSO Drawing No. CG-15036 Alt. 3	set of brackets required for mounting of four tanks in one coach)	& 6.05% respectively
3	Supply of inoculums (Seeding Bacteria) to RDSO specification No. RDSO/ 2013/ CG-12	22/- Per liter	CST/ VAT inclusive @ 6.05%
4	Welding of strengthening/ supporting brackets on outer and inner head-stock of under frame as per RDSO drawing no. CG-15036, Alt. 3 with recommended electrodes for welding Corten steel	21,648/- per set, (one set means installation & commissioning of complete set of brackets on one coach)	Service tax included, as applicable.
5	Installation & Commissioning of Bio digester tanks as per Retro fitment procedure issued by RDSO vide Annexure to letter no. MC/ CB/ LF/ Anaerobic dated 02.03.2016 covering all activities from item 1 to 18 excluding item 3 to 5.	10,840/- per set, (one set means installation and commissioning of four tanks on one coach)	Service tax included, as applicable.
	Total all inclusive rate per coach	**₹ 4,13,324.00**	

1.1 Bio-digester tanks will be supplied as per Alt. 2 of RDSO drawing CG-14053 and Revision 6 of RCF specification MDTS.224. Matt to be used will be of '3M' make or equivalent conforming to parameters detailed in Table – 2 below. You will supply 2 Nos. of hose clamp to drawing no. CG-14053, Alt.2 item no. 10 per tank as well as additional 1 No. per tank of Rubber Seal to Drawing No. CG-14054, Alt.2 item no. 14.

TABLE - 2

Property	Value
Thickness (ASTM D418 – 68)	Minimum 11.3mm
Weight (ASTM D418 – 68)	Minimum 3.6 Kg per square meter
Tensile strength (ASTM D412)	Minimum 9 Kgf

Considering width as 25 mm	
Loop Strength (ASTM D412)	Minimum 0.6 Kgf

1.2 For the purpose of item 1 of SOR above, one set means set of two bio-digester tanks (LH & RH). Bidders may please note that requirement of item no. 4 of RDSO Drawing No. CG-14053, Alt. 2, i.e., Hose Connector will be either for Pan size 150 mm dia or Pan size 100 mm dia.

1.3 For the purpose of item 2 of SOR above, one set of brackets would mean set of brackets required for mounting of four tanks in one coach.

1.4 Inoculums (Seeding Bacteria) are to be supplied in plastic or polymer drums of 50 Litres capacity. This item is to be procured from DRDO/ DRDE approved vendors only. Firms can supply seeding bacteria in drums of 200 ltrs capacity or in tankers also. However, facilities for handling/ unloading of these containers will have to be arranged by them at site. The containers/ drums will be the property of the vendors, once it is empty.

1.5 For the purpose of item 4 of SOR, installation and commissioning of complete set of brackets on one coach would mean one set.

1.6 For the purpose of item 5 of SOR, installation and commissioning of four bio-digester tanks on one coach would mean one set.

1.7 For item No. 1 of SOR, the suppliers may procure accessories of the IR-DRDO Bio-digester Tank Mounting Arrangement like item - 4 (Hose connector) & item – 14 (Ball valve opening- closing mechanism) of CG-14053 Alt. 2 & item 18 (Ball valve 4") of CG-14054, Alt.2 and TPE components/ other parts from RCF approved sources as advised vide RCF letter no. MD22301 dated 30.12.2015 or the latest instructions available on the matter.

1.8 It will be the responsibility of the suppliers to ensure correct mounting and commissioning of the Brackets and Bio-digester/ Bio-toilets in the coaches provided to them, if asked for in the Supply Order. Necessary tools, jigs & fixtures as well as M&P required for this purpose will have to be arranged by the contractor.

1.9 For installation and commissioning by the vendors, Railways will provide each vendor minimum one coach daily at each consignee/ location and the vendor will get maximum of 24 working hours free time to finish the work of installation and commissioning in Railway Workshops where all activities from 1 to 5 of the SOR will be performed. For work in open/ sick lines, item 4

of the SOR will not be required and hence free time available for each coach will be 16 working hours only. However, in some Railways item 4 of the SOR may also be executed in open/sick lines and in that case 24 working hours free time will be allowed. Railway Authorities will ensure that adequate number of electric point is available for working near the place where coach has been provided to the vendor.

1.10 Concerned Railway authorities will ensure that continuous work is allotted to the firm for the purpose of installation and commissioning. In case of delay in installation and commissioning beyond 24 working hours/ 16 working hours (as the case may be), penalty shall be levied @ 2% of the cost of installation & commissioning for each day (or part thereof) of delay. Cost of installation and commissioning would mean rates for items 4 & 5 of the SOR in case of work being done in workshops, open/sick line, as the case may be and rate for item 5 of the SOR in case of work being done in open/ sick line.

1.11 In case of delay on the part of Railway Authorities to provide minimum one coach to the vendor, working hours of delay will accrue to the vendor and the same will be adjusted from the delays, if any, on the account of the vendor.

1.12 Electricity required during installation and commissioning would be provided free of cost to the vendors.

1.13 Supply of items (1) to (3) of the SOR will be made commensurate with the progress of the fitment work. Stock of items at the consignee's end will not be more than 1 month's requirement at any time. If required, space may be provided in the adjoining Stores Depots for storing the tanks/bacteria/ brackets.

1.14 It will be the responsibility of the contractor to provide adequate safety gears like gloves, shoes, welding glasses etc., to its employees working at the site for proper safety of the workers. The contractor will also ensure that the workers employed by it use the safety gears given to them.

1.15 The contractor will also be responsible for making proper payment to the workers as per law in force. A certificate to this effect will be submitted by them to the concerned CWM of the workshop or the concerned Sr DME of the Coaching Depot.

1.16 **Marking of Material:** Marking on the tanks will be done as per clause 6 of RCF specification MDTS.224 Revision 6.

1.17 **Packing:** Packing of tanks should be done in a manner to ensure that handling of individual tanks in packed condition is possible with fork-lifter or

other such material handling equipments and the mounting brackets do not lose their alignments/ get damaged in transit/ storage.

2.0 **CONSIGNEE**:

The Supply orders against the Rate Contracts finalized against this e-tender indicating consignee and quantity details shall be issued by the office of Executive Director, Railway Stores (S), Railway Board, Rail Bhawan, New Delhi after placement of contracts. Materials will be supplied only against the Supply orders issued by the above authority and as per scope of supply and work indicated in the Supply Orders.

3.0 **Taxes and duties**

3.1 **Sales Tax/Value Added Tax (VAT)/CST**

3.1.1 Applicable rates of CST/ VAT is indicated in Table – 1 above. Rates indicated for items 1 to 3 of the SOR are inclusive of CST/ VAT @ 5.25%.

3.1.2 The contractor will furnish the following certificate, while claiming payment, to the payment authority:

"We hereby declare that additional set offs/input tax credits 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."

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

3.1.4 Any statutory variation in Sales Tax/ VAT/ CST variation in future will be admissible within original delivery period only subject to production of documentary evidence and Govt. notifications, and, subject to indication of the same in firm's offer and contract.

3.2 **Excise Duty**

3.2.1 Applicable rate of Excise Duty is indicated in Table – 1 above. Rates of items 1 to 3 of SOR are inclusive of Excise Duty @ 6%.

3.2.2 Any statutory variation in ED will be applicable within original Delivery Period only subject to documentary evidence and Govt. notifications.

3.2.3 ED will be reimbursed against documentary evidence and Government Notifications only. In determining the cost of an excisable product covered by the CENVAT scheme under section 4(1)(b) of the Act, read with Rule 6 of the

valuation rules, the excise duty paid on raw material also covered under CENVAT scheme is not to be included, i.e. Excise Duty paid on raw material, if cenvatted, is not to be included in determining the cost of production of excisable product.

3.3 **Payment of Excise Duty/CENVAT Rules**

3.3.1 The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misapprehensions of law or misclassification.

3.3.2 The claim for ED on each bill should be supported by the following certificates.

3.3.2.1 The rate of ED is ad-valorem. The ED at present legally leviable in this case is ₹_____i.e. % of ₹_____, being the unit value of the Stores assessed by the concerned authority of the Excise department.

3.3.2.2 Certificate that the ED charged on this bill is not more than that legally leviable and payable under the provision of the relevant act or rules made there under.

3.3.2.3 Certified that the amount of ₹_____claimed as ED in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.

3.4 **CENVAT CERTIFICATE:**

The price quoted by the tenderers should take into account the credit availed on inputs under the CENVAT Scheme introduced w.e.f. 01.04.2000. The tenderer will have to submit the following certificate with their offer and at the time of submitting their bills for payment:

"We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-off on 'Central excise and countervailing duties' available under the existing CENVAT scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under CENVAT scheme, by way of reduction in price and advise the purchaser accordingly".

3.5 **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**

Basic rate of Item 1 of the SOR is with PVC as per Annexure – 'A' of the Contract with PVC base month as May' 2016.

5.0 **Delivery Schedule:** Delivery is to commence within one month of issue of contract and consignee particulars and entire work is to be completed within 12 months of issue of contract.

6.0 **Terms of Delivery:**

(a) Mode of dispatch - By road directly to the respective consignee.

(b) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier in terms of IRS conditions.

(c) The firms will be required to deliver the stores on freight prepaid up to the destination and, may seek reimbursement of such freight charges. Such reimbursement shall be made at actual and against documentary evidence, within the upper ceiling of freight charges as indicated in the Table – 2 of the Contract.

(d) It will be the responsibility of the suppliers to ensure safe delivery of material in matched sets in the premises of the consignee and ensure timely installation and commissioning.

7.0 **Liquidated Damages and penalty for delay in execution:**

7.1 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.

7.2 In case of delay in installation and commissioning beyond 24 working hours/ 16 working hours (as the case may be)., penalty shall be levied @ 2% of the cost of installation and commissioning for each day (or part thereof) of delay. Clause 1.10 above refers.

8.0 **Denial Clause**

Supplier will not be entitled to any benefit of statutory variations in ED or any other taxes announced/ enhanced after expiry of the original Delivery Period of the contract/ supply order. Suppliers will also not be entitled to any benefit of price escalation on account of PVC for supplies made after the expiry of the original Delivery Period.

9.0 **Road freight charges:** For deliveries made by road to the respective consignees, road freight charges will be reimbursed to you against documentary evidence at actual subject to ceiling of road freight charges indicated in Table – 3 below. These road freight charges are inclusive of service tax on freight, as applicable.

Table – 3

Rates are in ₹ Per piece per Km.

0 – 300 KM	301 – 600 KM	601- 1000 KM	1001 KM & above
4.54	3.33	2.28	1.96

10.0 **INSPECTION**:

(i) M/s RITES Limited, Northern Region will be the inspecting agency for items 1 & 2 of the SOR at the manufacturing premises of the contractor (B-61, Phase-7, Industrial Area, Mohali, Punjab-160055) before dispatch.

(ii) Inspecting agency for complete installation and commissioning as per retro-fitment procedure, issued by RDSO vide Annexure to letter no. MC/CB/LF/Anaerobic dated 02.03.2016 for 'P' trap arrangement and letter dated 19.05.2016 for 'S' trap arrangement will be Sr DMEs of the concerned coaching depot or their authorized representative or CWMs of the concerned workshop or their authorized representative.

(iii) Inspecting agency for item no. 3 of the SOR will be DRDE/ Gwalior or its nominated DRDO labs.

(iv) One complete coach-set of bio-digester tanks will be manufactured, retro-fitted and commissioned as proto-type before bulk supply duly following the above inspection procedure.

11.0 **CURRENCY OF RATE CONTRACT**:

11.1 Rate contracts finalized against this tender will be valid for a period of 12 months from the date of issue of the contract. All supply orders placed till the last date of the validity of the Rate Contract will have to be executed by the firms.

11.2 Currency of the Rate Contracts can be increased with mutual consent of both the parties, i.e., Ministry of Railways (Purchaser) and the supplier. Extension of currency of the contract will be on the same price and terms and conditions.

12.0 **RELAXATIONS/ ALTERATIONS/ DEVIATIONS IN THE SCOPE OF SUPPLY:**

12.1 The President of India may require alterations/ deviations to be carried out in the scope of supply, installation and commissioning during its progress, as he may deem necessary. All such alterations/ deviations shall be allowed by the President of India or the Research, Design and Standards Organization on behalf of the President of India. No relaxations/ deviations/ alterations in the work during its progress shall be made by the contractor unless the same have been permitted by the Research Design and Standards Organization or the President of India. The escalation/ de-escalation in cost resulting from such relaxations/ alterations/ deviations shall be mutually agreed upon by the parties prior to the commencement of the work failing which the decision of the President of India in this regard shall be final and binding on the contractor.

12.2 A consolidated statement incorporating all the relaxations/ alterations/ deviations made during the execution of the order with the financial implications as already agreed upon as well as not agreed to between the parties or where the cost of escalation/ de-escalation could not be decided earlier shall be submitted by the contractor duly certified by the RDSO to the President of India immediately but in any case not later than three months from the date of the completion of the order. After due consideration of the final implications of all such relaxation/ alterations/ deviations as per the aforesaid final statement, the President of India shall determine the amount, if any, that shall, on the account payable to/ recoverable from the contractor. The decision of the President of India in this regard shall be final and shall not be subject to any arbitration/ legal proceeding.

12.3 If the contractor defaults in submission of the aforesaid statement within the time period stipulated in clause 13.2 above, it shall be open to the President of India, in its discretion, to assess the estimated amount of de-escalations in the cost recoverable from the contractor in terms of the relaxations/

alterations/ deviations permitted to the contractor without any further reference to him. The decision of the President of India in this regard shall be final and shall not be subject to any legal proceedings/ arbitration.

12.4 Basic rates for eight items of 'P' trap and 'S' trap will be as indicated in Table – 4 below.

TABLE – 4

SL.	Description	Specification & Drawing	Basic Rate (₹ per tank)
	P-trap design		
1	Hose Connector and Clamp (dia 125)	RDSO's Drawing Nos. CG-14094 Alt.1 (item no. 4 of RDSO Drawing No. CG-14053, Alt. 2) for Hose Connector RDSO's Drawing No. CG-14053, Alt. 2, item no. 10 for Clamp	320.00
2	Ball Valve opening closing mechanism to. MDTS-41493, Rev. 1	RDSO's Drawing No. CG-14053, Alt. 2, Item No. 14 to RCF Drg.no.MI006591 Alt. a	3,650.00
3	P-Trap	RDSO's Drawing No. CG-14055 Alt.1, (Item No. 15 of RDSO's Drawing No. CG-14054, Alt. 2)	2,000.00
4	Sealing Rubber for Ball Valve	RDSO's Drawing No. CG-14096, (Item No. 17 of RDSO's Drawing No. CG-14054 Alt. 2)	68.00
5	Ball Valve 4" with associated fasteners and covering sheets	RDSO's Drawing No. CG-14097, Alt.1 (Item No. 18 of RDSO's Drawing No. CG-14054, Alt. 2 for Ball Valve 4") RDSO's drawing no. CG-14054 Alt. 2, item nos. 16, 19, 20 & 21.	5,200.00
	S-trap design		
6	S-trap Arrangement for Bolted Design IR-DRDO smaller Bio-digester for 100mm lavatory pan outlet	Item-1 to item-10 of RDSO's Drawing No. CG-16008	6,000.00
7	S-trap Arrangement for Bolted Design IR-DRDO smaller Bio-digester for 150mm lavatory pan outlet	Item-3 to item-12 of RDSO's Drawing No. CG-16008	7,000.00
8	Retro-fitment procedure of IR-DRDO bio-toilets for adoption of S-trap	All activities of Retro-fitment procedure for adoption of S-trap as per Annexure 'B' to RDSO's letter no.MC/CB/LF/Anaerobic dated 19.05.2016 excluding activity-12.	2,710.00

12.5 It may be noted that items 1 to 5 of Table - 3 are included in the scope of supply of item 1 of table 1. In case, it is decided to switch over from 'P' trap design to 'S' trap design in any tank, then twice the rates of items 1 to 5 indicated in Table 3 above will be reduced from the basic rate of item 1 of Table 1 and twice the rate of item 6 of Table 3 in case of ICF coach or twice the rate of item 7 of Table 3 in case of RCF Coach, will be added to the reduced basic rate of item 1 of Table – 1. Item 5 of Table 1 will be replaced by item 8 of Table 3 and four times the rate (per tank) of item 8 of Table 3 will be payable in lieu of item 5 of Table 1 (per Coach).

13.0 **Guarantee:**

The Bio-digesters and the accessories supplied shall be guaranteed for satisfactory performance for a period of 30 months after their delivery or 24 months from the date of placement in service, whichever shall be sooner, as per IRS conditions of Contract. The guarantee shall cover design, material and workmanship. The contractor at his own expense shall replace the defective lot of materials supplied against relevant contract, in case of pre-mature failure of any component/ sub assembly.

14.0 **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.

15.0 **Criteria for placement of Supply Orders:**

15.1 Supply orders for 1,133 coach sets will be placed initially on you.

15.2 Quantities in the subsequent supply order, to be placed at the end of 1st quarter (September – November, 2016), will depend on the progress of work of installation and commissioning during the quarter under review. Supply order at the end of 1st quarter (September – November, 2016) will be placed in such a manner that total order on you will be equal to the initial order placed on you.

15.3 Supply order at the end of 2nd quarter (December 2016 to February 2017) will be placed for the balance leftover quantity on pro-rata basis in the ratio of the performance of all the contractors during the first six months (September 2016 – February 2017).

15.4 However, entire work will have to be completed within 12 months from the date of issue of contract.

16.0 **Paying Authority & Payment Terms:**

16.1 Paying Authority will be FA&CAOs of the concerned Railways where the work will be done.

16.2 **In case of supply, installation and commissioning**, 80% of the total cost of each consignment excluding installation and commissioning charges will be made against Inspection Certificate and road challan of the supplier duly certified by a Gazetted Officer of the consignee certifying receipt of material in good condition at consignee's end.

16.2.1 Balance 20% payment and 100% payment of installation and commissioning charges will be made after successful installation and commissioning of the bio-digester tanks.

16.3 **In case of only supply (without installation & commissioning),** 100% payment will be made against inspection certificate and road challan of the supplier duly certified by a Gazetted Officer of the consignee certifying receipt of material in good condition at consignee's end.

16.4 Firms can raise their bills for 80% payment for supply portion after receipt of each consignment at consignee end. Bills for payment of balance 20% against supply portion and 100% payment of installation and commissioning can be raised after successful installation and commissioning by 20th date of the month for work done during 1st to 15th date of the month and by 10th date

of the following month for work done during 16th to last date of the previous month.

16.5 **Payment through ECS/ EFT**

(a) The firm has not submitted any details for payment through ECS/ EFT.

17.0 **Security Deposit**:

17.1 The contractor shall deposit as Security Deposit, a sum of ₹ 20 lakh with FA & CAO, Northern Railway. The Security Deposit may be made in any of the following manners:

(a) Deposit in Cash
(b) Government Securities to be valued at 5% below the market value.
(c) Deposit receipt of any Nationalized Bank.
(d) Guarantee Bonds executed by any Nationalized Bank.
(e) Demand Draft of any Nationalized Bank.
(f) A deposit in Post Office Savings Bank.
(g) National Savings Certificate.
(h) Defence Deposits.
(i) National Defence Bond.
(j) Bonds of IRFC & KRCL

Deposits in the Post Office Saving Bank should be hypothecated by the depositor to the Financial Adviser and Chief Accounts Officer of the Railway (Paying Authority) and pass book will remain in the custody of the Chief Cashier of the Railway.

Wherever SD is submitted through a Bank Guarantee, the issuing Bank should be advised to send the Bank Guarantee directly to the concerned FA&CAO under registered post A.D. SD should be in the prescribed format (Annexure -B).

When deposits are made in Government Securities, it should be seen that all accrued interest to the debit on the G.P. Notes is duly collected by depositors prior to the G.P. Notes being endorsed to the Financial Adviser and Chief Accounts Officer, there should be at least two blank pages on the G.P. Notes after the last endorsement by the depositor. These are necessary to enable further endorsement by the Railway to the Reserve Bank of India.

The payment of Security Deposit in the form of Deposit Receipt/Pay Order/Demand Draft should be made in favour of FA&CAO of the Zonal Railway.

In case of endorsement signed "PER BEARER" "FOR" power of attorney is necessary duly registered and such endorsement need be certified by the

Public Department Office of the Reserve Bank of India with their rubber stamp before G.P. Notes are delivered to the Railways.

17.2 Security deposit should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier. After completion of all contractual obligations, SD will be returned to the successful supplier.

18.0 **ARBITRATION :**

(a) 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 decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole Arbitration of a Gazetted Railway Officer appointed to be the arbitrator, by the General Manager in the case of contracts entered into by the Zonal Railways and Production Units, by any Member of the Railway Board, in the case of contracts entered into by the Railway Board and by the head of the organizations in respect of the contracts entered into by the other organizations under the Ministry of Railways. The Gazetted Railway Officer to be appointed as Arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

(b) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the Court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(c) It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

(d) The Arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.

(e) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.

(f) Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the Arbitration proceeding under this clause.

(g) Work under the contract shall, if reasonably possible continue during the arbitration proceedings and no payment due to or payable by the President of India shall be with held on account of such proceedings.

(h) The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator as his discretion may determine.

(i) In this clause the authority, to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority whether in addition to other functions or otherwise.

19.0 **Jurisdiction of Courts:**

The Delhi Courts only shall have exclusive jurisdiction over any dispute arising out in respect of this contract.

20.0 **LAWS GOVERNING THE CONTRACT :**

(j) This contract shall be governed by the laws of India for the time being in force.

(ii) Irrespective of the place of delivery, the place of performance or place of payment under the contracts, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

21.0 **POWERS :**

All powers reserved by the President of India, under the above conditions will be exercised by the Executive Director, Railway Stores (Steel), Ministry of Railways (Railway Board), New Delhi.

22.0 The tender and the contracts awarded against this tender will be governed by the Indian Railway Standard (IRS) Conditions of contract.

23.0 **All other conditions:** All other terms and conditions would be as per the Bid document, so far as the same are not in conflict with whatever has been stated above.

24.0 Consignee/location-wise details of dispatches made during a month and details of coaches on which bio-digester tanks have been installed during the month should be furnished to the undersigned as well as DME(Dev.), Railway Board by 7th of the following month. This statement should also

indicate the cumulative supply of tanks and cumulative number of coaches on which tanks have been installed upto the month as well as the outstanding order quantity on you.

25.0 **Acknowledgement** Please return a copy of this Rate Contract duly signed with seal by your authorized signatory on each and every page as a token of acceptance of the Rate Contract within 7 days of issue of this contract.

Thanking you,

Yours faithfully,

(Rajiv Lochan Bharadwaj)
Director, Railway Stores (W)
Railway Board
For & on behalf of the President of India

Enclosures:

1. Annexure to RDSO letter no. MC/ CB/ LF/ Anaerobic dated 02.03.2016.
2. Annexure 'B' to RDSO letter no. MC/ CB/ LF/ Anaerobic dated 19.05.2016
3. Proforma for Bank Guarantee for Security Deposit

No. 2016/ RS(PF&EC)-142/ Coaches/ 17 **New Delhi, Dated: 17.08.2016**

Copy to:

1. FA&CAO/Northern Railway, Baroda House, New Delhi. Clause 17.1 of the contract refers. Confirmation of having receipt the Security Deposit from the firm may be intimated to EDRS(S), Railway Board, New Delhi so that the concerned paying authorities may be advised.

2. FA&CAOs of the concerned Zonal Railways. Payment may be made only after receipt of unqualified acceptance from the firm and against original inspection certificate inscribed with the word 'copy for payment'. The amount of this work will be charged against RSP No 625/2016-17.

3. ADAI(Railways), 9-Deen Dayal Upadhyaya Marg, New Delhi.

next page 17/-

4. The Director of Audit, Northern Railway, New Delhi.

For Financial Commissioner/Railways

No. 2016/ RS(PF&EC)-142/ Coaches/ 17 **New Delhi, Dated: 17.08.2016**

1. CMEs of all Zonal Railways. – It is requested to furnish firm-wise details of supplies made & installation & commissioning done at each consignee/location of their Railway to the contract issuing authority as well as DME(Dev.), Railway Board every month as well as cumulative up to the month by 7th of the following month. This is required for monitoring the progress of the work.
2. COSs of all Zonal Railways.
3. M/s RITES Limited, Northern Region.
4. EDME(Dev.), DME(Dev.), Railway Board.
5. Acs.I(BO), RS(B), F(S)III, Branches of Railway Board Office.

17/8/2016

(Rajiv Lochan Bharadwaj)
Director, Railway Stores (W)
Railway Board

Annexure-A

COMPOSITE MATERIAL AND WAGE ESCALATION CLAUSE – BASE MONTH: MAY, 2016

1. The increase/ decrease in the price of Bio-digester tank (Item 1 of SOR) quoted for would be governed by the following price variation formula:

$P_1 = P_0/100 [24 + 64 * SS_1/ SS_0 + 12 * L_1/L_0]$

Where,

P_1 = Escalated/de-escalated price.

P_o = Base Price.

SS_1 = The index number of whole sale prices in respect of items "Stainless Steel & Alloys" Base 2004-05 compiled by Economic adviser to the Govt. of India for the calendar month, one month prior to the call for inspection of the tanks. For instance tanks offered for inspection in May 2016 the Index number for the month April 2016 will be applicable.

SS_o = above wholesale price index for "Stainless Steel & Alloys" applicable for the Base month. Base month will be one month prior to the month of tender opening.

L_1 = All India consumer price index for industrial worker compiled by Labour Bureau, Ministry of Labour for calendar month one month prior to the call for inspection of the tanks. For instance tanks offered for inspection in May 2016 the Index number for April 2016 will be applicable.

L_o = All India consumer index Industrial workers applicable for the Base month. Base month will be one month prior to the month of tender opening.

2. 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 cost of wages and material. Otherwise, the difference P_o minus P_1 shall constitute the amount to be recovered from the contractor as de-escalation.

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

Annexure-B

GUARANTEE BOND (for Security Deposit)

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt..... [hereinafter called "the said Contractor(s)"] from the demand, under the terms and conditions of an Agreement dated ..... made between ..... and ..... for .....(hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees.....only), we, ...Bank Ltd., (hereinafter referred to as "the Bank") do hereby undertake to pay to the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, ...Bank Ltd., do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We, ... Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ..... (Office/Department) Ministry of ..... certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly, discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ....., we shall be discharged from all liability under this guarantee thereafter.

4. We, ...Bank Ltd., further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or

omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, ... Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the ..... day of 2016

For ..... Bank Ltd.

Annexure 'B' to letter no. MC/CB/LF/Anaerobic dated 19.05.2016

Retro-fitment procedure of IR-DRDO bio toilets for adoption of S-trap

RDSO has issued drawing no. CG-14053 with P-trap, ball valve and ball valve opening closing mechanism. For adoption of S-Trap in lieu of P-trap, ball valve and ball valve opening closing mechanism. While fitting in place of direct discharge HDPE lavatory chute arrangement, following procedure shall be adopted.

1. For elimination of P-trap, ball valve and ball valve opening closing mechanism following item need not to be procured.
   I. Item no. 4,10,14 of the Drawing no. CG-14053.
   II. Item no. 15, 16, 17, 18, 19, 20, 21 of the Drawing no. CG-14054.
2. To include S-Trap design in existing design of IR-DRDO bio toilets to the drawing no. CG-14053 following items needs to be procured additionally.
   I. For 100 mm lavatory pan outlet coaches all items of CG-16008 excluding item no. 11,12.
   II. For 150 mm lavatory pan outlet coaches all items of CG-16008 excluding item no. 1,2.
3. For fitment of S-Trap in existing coaches all applicable items shall be arranged as defined in point no.2.
4. Remove existing lavatory chute arrangement and lavatory chute holding brackets on underframe with suitable method.
5. Check the outlet of existing lavatory pan for any damage / any other surface defects. Prepare the surface of neck of lavatory pan for fitment of rubber seal.
6. Insert rubber seal item no. 2 or 12 on outlet of existing lavatory pan as per applicable drawing.
7. Align the S-Trap item no. 1 or 11 and insert S-Trap on rubber seal provide on Lavatory Pan.
8. Mount /fit the bio digester tank with the help of specified fastener and safety wire rope to the procedure already defined and issued.
9. Check the location, position of the supporting bracket item no. 3 for S-Trap on top plate of bio digester tank and mark the location of studs item no. 10 to be welded on top plate.
10. Weld all studs item no.10 of the drawing no. CG-16008 and fit the support bracket item no.3 and 5 of the drawing.
11. Connect the item no. 4 of the CG-16008, PVC suction hose along with hose clamp to Strap and fix it to the bio digester tank as shown in the drawing.
12. For better performance of S-trap design, existing push type flush valve shall be retro-fitted with jaguar or similar make measured quantity discharge flush valve having dual flushing of 1.5 and 3 L.

Annexure to Letter No. MC/CB/LF/Anaerobic, Dtd. 02.03.2016

Procedure For Retro-fitment of DRDE Bio-Toilet Tank on ICF/RCF Design BG Coaches

1. Remove lavatory chute mounted on existing brackets.
2. Remove bracket welded on under frame provided for mounting of the lavatory chute arrangement.
3. If any corrosion is evident on the structural member it should be repaired as per procedure laid down in RDSO maintenance manual RDSO/2011/CG/CMI-01 (latest version).
4. Removal of buffer ribs & plates on outer head stocks.
5. Check that adequate clearance between under-frame and tank is available, where tank has to be mounted. In some design of coaches water filling pipe for overhead tank and air brake piping for passenger emergency alarm signal device (PEASD) or any other item may infringe, should be relocated
6. Weld all strengthening / supporting brackets on outer and inner head stock of under frame as per RDSO Drawing no. CG-15036 with recommended electrodes for welding with corten steel.
7. Check the alignment of all mounting brackets for each bio digester tank as per applicable RDSO drawing no. CG-15028 or CG-14053 or CG-14004 (latest alteration only). Mark the location of each Mounting Bracket for making holes of specified size on inner and outer head stock C channels as per RDSO drawing no. CG-15036.
8. Drill the holes required for mounting brackets of IR-DRDO bio digester on inner and outer head stock of under frame as per RDSO Drawing no. CG-15036 with the help of suitable jig / fixture and recommended drilling tools for in-position drilling.
9. Mark, cut, tack weld or weld to formulate the foundation provision of clutch wire opening /closing mechanism as per CAI issued for this purpose.
10. Fix one end of safety ropes on inner head stock with specified size, material, grade fastener only and properly tightened.
11. If bio digester tanks to be mounted as per drawing no. CG-15028, then first mount all bolted design J brackets at the location marked in the drawing using specified size, material, grade fastener only.
12. Load empty bio digester tank assembly with the help of fork lifter or any other suitable arrangement.
13. Mount bio digester tank as per RDSO drawing no. CG-14004 or CG-14053 or CG-15028. All mounting brackets should be properly fastened with specified size, material, grade fastener only and properly tightened.

14. Align P-trap, Rubber hose to the outlet of lavatory Pan and fix it, after fixing of P-trap and rubber hose, it should be sealed with suitable sealant to make joint leak proof
15. All the Fasteners used should be to the specified size, material, grade mentioned in the drawings and properly tightened.
16. Fix second end of the safety ropes properly routed through bio digester tank as specified in RDSO drawing no. CG-14004 or CG-14053 or CG-15028 (latest alteration).
17. Check all the modification done for fixing of bio toilet tanks and rectify if any deficiency noticed before dispatch of the coach.
18. Fill bacterial inoculum about 150 liters obtained from DRDE Gwalior or their ToT holder just before putting coach into service.