GOVERNMENT OF INDIA (BHARAT SARKAR)
MINISTRY OF RAILWAYS (RAIL MANTRALAYA)
(RAILWAY BOARD)

No. RS(POL)/58/0506/2017/00527 New Delhi, dt.31.01.2017

M/s. Indian Oil Corpn. Ltd.,
Indian Oil Bhavan,
G-9, Ali Yavar Jung Marg,
Bandra (East),
Mumbai - 400 051.

Sub:	Board's Running Contract of even number for supply of Branded Greases for placement of Supply Order within one year from the placement of RGC against advertised E-Tender No. 2017 BG TC opened on 21.10.2016.
Ref:	1. Your e-bid No 005694176 & 005694263 dated 20.10.2016 and Negotiation Offer No.IOC/RB/17-18/BG/PNC/MKJ dated 14.12.2016 2. Board's offer/counter-offer No. RS(POL)/058/0506/2017 dt.05.01.2017 3. Your acceptance letter No. LS/Branded Grease/2017 dated 11.01.2017

I am directed to enclose 2 (two) copies of the above-mentioned contract. You are requested to sign and return one copy of the contract in terms of Clause-24 there-of, duly witnessed by two persons, as required.

2. In case of any difference in version of English and Hindi, the version in English shall prevail.

(Rajiv Kad)
Director, Railway Stores(W)
Railway Board.
For & on behalf of President of India

DA: 2 Copies of the Contract

No. RS(POL)/58/0506/2017/00527 **New Delhi, dt.31.01.2017.**

Copy forwarded to:

1. Director General, RDSO, Ministry of Railways, Manak Nagar, Lucknow .

2. FS-III Branch, Railway Board, New Delhi.

3. **General Manager** (QA) RITES Ltd., RITES Bhavan, Plot No.I, Sector-29, Gurgaon, Haryana.

4. **Inspection Authority:-** General Manager, (QA) RITES Mumbai/Chennai/Kolkata.

5. **Indentors:**

i. COS/Central Railway, Mumbai, CST.
ii. COS/Eastern Railway, Fairlie Place, Kolkata.
iii. COS/East Central Railway, Hajipur.
iv. COS/ECoR, Bhubaneswar.
v. COS/Northern Railway, Baroda House, New Delhi.
vi. COS/North Central Railway, Allahabad.
vii. COS/North Eastern Railway, Gorakhpur.
viii. COS/Northeast Frontier Railway, Maligaon, Guwahati.
ix. COS/North Western Railway, Jaipur.
x. COS/Southern Railway, Chennai.
xi. COS/South Central Railway, Secunderabad.
xii. COS/South Eastern Railway, Garden Reach, Kolkata.
xiii. COS/South East Central Railway, Bilaspur.
xiv. COS/South Western Railway, Hubli.
xv. COS/ Western Railway,Churchgate,Mumbai.
xvi. COS/West Central Railway, Jabalpur.
xvii. COS/C.L.W., Kolkata.
xviii. COS/I.C.F., Perambur, Chennai.
xix. COS/RCF, Kapurthala.
xx. COS/DLMW, Patiala.

6. General Manager, (Mktg. Co-ordination), M/s. Indian Oil Corp. Ltd., 11th Floor, Indian Oil Bhavan, Sri Aurbindo Marg, Yusuf Sarai, New Delhi - 110 016.

(Rajiv Kad)
Director Railway Stores(W)
Railway Board.
For & on behalf of the President of India

No. RS(POL)/58/0506/2017/00527 **New Delhi, dt. 31 . 01.2017**

Copy forwarded to:

1. Paying Authority:

i. FA & CAO/Central Railway, Mumbai, CST.
ii. FA & CAO/Eastern Railway, Fairlie Place, Kolkata.
iii. FA & CAO/East Central Railway, Hajipur.
iv. FA & CAO/ECoR, Bhubaneswar.
v. FA & CAO/Northern Railway, Baroda House, New Delhi.
vi. FA & CAO/North Central Railway, Allahabad.
vii. FA & CAO/North Eastern Railway, Gorakhpur.
viii. FA & CAO/Northeast Frontier Railway, Maligaon, Guwahati.
ix. FA & CAO/North Western Railway, Jaipur.
x. FA & CAO/Southern Railway, Chennai.
xi. FA & CAO/South Central Railway, Secunderabad.
xii. FA & CAO/South Eastern Railway, Garden Reach, Kolkata.
xiii. FA & CAO/South East Central Railway, Bilaspur.
xiv. FA & CAO/South Western Railway, Hubli.
xv. FA & CAO/ Western Railway, Churchgate, Mumbai.
xvi. FA & CAO/West Central Railway, Jabalpur.
xvii. FA & CAO/C.L.W., Kolkata.
xviii. FA & CAO/I.C.F., Perambur, Chennai.
xix. FA & CAO/RCF, Kapurthala.
xx. FA & CAO/DLMW, Patiala

2. DAI(Rlys), Railway Audit-II, Room No.222, Rail Bhavan, New Delhi.
3. Director of Audit, Northern Railway, New Delhi.

For Financial Commissioner/Railways

GOVERNMENT OF INDIA (BHARAT SARKAR)
MINISTRY OF RAILWAYS (RAIL MANTRALAYA)
(RAILWAY BOARD)

No. RS(POL)/58/0506/2017/00527 **New Delhi, dt. 31.01.2017**

M/s. Indian Oil Corpn. Ltd.,
Indian Oil Bhavan,
G-9, Ali Yavar Jung Marg,
Bandra (East),
Mumbai - 400 051.

Sub:	Board's Running Contract of even number for supply of Branded Greases for placement of Supply Order within one year from the placement of RGC against advertised E-Tender No.2017 BG TC opened on 21.10.2016.
Ref:	1. Your e bid No.005694176 & 005694263 dated 20.10.2016 and Negotiation Offer No. IOC/RB/17-18/BG/PNC/MKJ dated 14.12.2016 2. Board's offer/counter-offer No. RS(POL)/058/0506/2017 dt. 05.01.2017. 3. Your Acceptance letter No. LS/Branded Grease/2017 dated 11.01.2017.

In continuation of Railway Board's above quoted letter dated 05.01.2017 and your acceptance of offer/counter-offer under reference, I am to inform you that your above cited offer against e-tender No.2017 BG TC opened on dated 21.10.2016, has been accepted to the extent of items, quantities, specifications, prices and on the terms and conditions detailed hereunder:-

1. Running Contract No. & date : RS(POL)/58/0506/2017/00527 dated .01.2017
2. Purchaser : The President of India
3. (a) Name & Address of the contractor : M/s. Indian Oil Corp. Ltd., Indian Oil Bhaven, G-9, Ali Year Jung Marg, Bandra (East), Mumbai.
   (b) Fax No. : 022 – 26447989
4. Purchaser's references : i) Railway Board's E-Tender No. 2017 BG TC opened on 21.10.2016.
   ii) Railway Board's offer/counter-offer No. RS/POL)/058/0506/2017 dt. 05.01.2017.
5. Contractor's offer No. & other references : i) Your e-bid No.005694176 & 005694263 dated 20.10.2016 and Negotiation Offer No.IOC/RB/17-18/BG/PNC/MKJ dated 14.12.2016.
   ii) Your acceptance letter No. LS/Branded Grease 2017 dt. 11.01.2017
6. Conditions Governing : TE & IRS Conditions of contract as amended to date read with conditions of contract Including Annexures II to IV.

7. Particulars of order and prices:

BRANDED GREASES

Item S.No.	Description of Stores	Specifications	Qty (in MTs)	All inclusive rate (Rs.per Kg) FOR-destination basis
(1)	(2)	(3)	(4)	(5)
1.	Servogem RR-3 Unified PL No.80.03.4810	Conforming to RDSO Specns. No. WD-17-Misc-92 (eff. Jan'93)	940.00	206.05
2.	Servocoat 170-T Unified PL No.80.03.1365	Prop. brand. IOC's controlled Specns. (given at S.No.7.A)	769.00	98.82

7. A) SPECIFICATION
(Item No.2) Servo Coat 170-T

(i)	Colour	:	Black
(ii)	Kinematic Viscosity 100 Deg.C in cSt	:	750 -800
(iii)	Flash point (COC) Deg. C min.	:	280
(iv)	Timken OK load kg. min.	:	15
(v)	Copper strip corrosion at 100 Deg. C, 3 hrs. Max.	:	1

NB: Tests for only specifications S.Nos.(i) to (iii) & (v) are to be carried-out by the Inspection Authority.

Note:

(i) The basic rate of item No (1) is Rs. 159.25 per kg and for item No (2) is Rs.76.37 per kg.

(ii) The prices stipulated above are F.O.R destination rates & are subject to PVC with base month September, 2016.

(iii) The above rate is inclusive of ED@14.00% & VAT @ 13.5%. Statutory variation in ED and ST/VAT will be permissible.

(iv) In order to maintain the same Destination Delivery Price, internal adjustments in billing mechanism shall be made by firm to arrive at the basic price for each plant from where the supplies which are made to the consignees. ED and VAT or any Govt. Levies are applicable on the date of supply. Present rate of ED is 14.00% and VAT is 13.5%. Even for those supplies are made from other plants, differential in VAT will be absorbed by firm through internal billing mechanism by notional adjustments in basic price keeping Destination Delivery Price same.

(v) Rights are reserved to cancel the allocations in RGC, if decided to use more cost effective lubricants/greases.

(vi) Validity of RGC : Validity of placement of supply order against RGC is one year from the placement of RGC.

(vii) Delivery commencing within 30 days upon receipt of supply-orders. Monthly rate of supply on pro-rata basis.

8. **Prices:** The prices are with price variation clause with base month September, 2016 as per formula mentioned below. PVC bills, if any, are to be supported by requisite documentary evidence towards exchange rate and customs duty variations.

P1=PQ +0.96x {B01 xEXRATE1x (1 + CUSDUTY 1/100) –

BOQxEXRATEQ x(1 +CUSDUTY Q/100 }x 0.001

Where

B0 1 & BOQ = 70% of Price of SN 500 +30% of Price of BS 150

P1= Basic price of finished product applicable for current quarter in Rs./Kgs
PQ =Basic price of finished product in the previous quarter in Rs. /Kgs.
A quarter is defined as Q1 (January- March), Q 2 (April – June)
Q3 (July- September) and Q 4 (October – December).

BS150 is the same as B/Stk in ICIS LOR.
BO1,.CUSDUTY1= International price of base oil SN 500 & BS 150 on FOB Asia(Export) basis in USD/MT as per average ICIS LOR quote for the first two weeks of the month preceding the quarter & %age customs duty at that time.

BOQ,.CUSDUTYQ =International price of base oil SN500 & BS 150 on FOB Asia (Export) basis in USD /MT,as per average ICIS LOR quote for the first two weeks of the month preceding the previous quarter & %age customs duty at that time.

EXRATE 1,. EXRATE Q Rs. /USD Exchange Rate=	Average RBI reference exchange Rate in the site (http:/www.rbi.org. in/home.aspx) for the first two Fridays of the month (Reference ICIS LOR quotes) preceding the respective quarter. In case rates are not published for the said day, the immediate preceding published figure will be considered
MT/KG conversion factor =	0.001

9. Excise Duty: Prices are inclusive of ED @ 14.00% & VAT @ 13.5%.

i) The price quoted by the tenderers should take into account the credit availed on inputs under the CENVAT scheme, introduced with effect from 1.4.2000. The tenderer should give a declaration that any set off in respect of duties on inputs (as admissible under law), is being totally and unconditionally passed on to the purchaser, in the prices quoted.

ii) In the event of additional CENVAT credit being extended by the Government of India, to cover items ordered against present tender, the same shall be passed on to the purchaser. The bill for payment should accompany the following certificate:-

a) We hereby declare that no additional CENVAT benefit has accrued to us beyond what has already been taken into account while submitting our offer & incorporated in the rates shown in the contract.

b) We hereby declare that the additional CENVAT benefit of Rs..... per litre/kg has accrued to us beyond what was taken into account while submitting our offer & incorporated in the rates shown in the contract. We are passing on the same to the purchaser & the bill has been prepared accordingly.

10: Sales Tax:-

(a) The provision of concessional CST for interstate purchases of Govt. department against form 'D' stands withdrawn by Govt. w.e.f 1.4.07 vide notification No.1/2007-CST-FNo.34/135/2005-ST. The rate of CST on interstate sale to Government Departments shall be the same as rate of VAT/Sales Tax applicable in the state of the selling dealer. It is however, desirable that purchase is sourced from locations so as to minimize the net impact of taxes. However, certain states have been still maintaining lower rate of ST/VAT on certain Railway specific items. Such provision if available may be availed.

(b) The purchaser will not be responsible for the payment of tax or duty made by the supplier under mis-apprehension of law.

(c) VAT as applicable will be allowed when becomes applicable in the states. Firms will pass on the credit as becomes available to them and submit a declaration that drawbacks as available to them after applicability of VAT has been passed on to Railways.

11. Packing:

a) Greases will be supplied packed in containers, New, sound, non-returnable 1.25 mm thickness, steel drums of 175/180/182/200 kgs capacity as being used by oil industry conforming to IS:13997-94(with type construction grade-'A' drums). On outside surface of drums anti rust coating like stove painting be done to protect them from rusting. At inside surface suitable anti rust oil coating be done. Compounds packed will be supplied in 200/210 kgs. steel drums, meeting to IS: 1783 (Part-I)-1993 (Type-2).

b) The goods to be supplied shall be of specific make and the purchaser shall have the right to reject, if the goods are not of specified make, even though they may be of contract quality.

c) Product(packed) will be delivered in full drums of 180/182 Kgs/200/210 kgs only & balance if any, will be treated as cancelled or will be rounded-off to cover one full drum.

12. Marking:

i) Marking on the drums/cases will be as desired by the purchaser/ISI standard Trade Mark

ii) The description of stores will be stenciled on such containers or package where possible and marking will be as per clause 5.2 of IS:720/86.

iii) Date/year of manufacture.

iv) Name of manufacturer.

v) Shelf life etc. as per practice.

13. Octroi:

Octroi, if levied shall be borne by supplier. However, Railways to arrange/provide/enclose form as applicable to avail concession/exemption in Octroi/Municipal taxes/Local levies etc.

14. Delivery:

i) Stores shall be delivered during contract period as per delivery dates to be indicated in supply-orders issued by various Railways or by Ministry of Railways(Railway Board). Delivery rate should be adjusted so that the delivery date as specified by the Railways in the respective supply-orders is not exceeded. Stocks of products on hand will be dispatched immediately on receipt of supply-orders. The firm should ensure that every individual consignee gets his monthly quota irrespective of the total order on hand with them. Consignees should provide necessary road permit/Octroi exemption certificate to firm.

(ii) In case of dispatch by rail, the date of RR (Railway-Receipt) will be taken as the date of delivery and for dispatches by road, the date of receipt of material by consignee(s) will be taken as date of delivery.

(iii) In case of road dispatches, the freight (if payable as per the contract), will be actual freight or calculated Railways goods freight whichever is lower.

(iv) No liquidated damages in respect of delay in supplies within the grace period of 21 days will be leviable where depot / Inspecting Officer/Divisional Officer (who is a direct consignee), has extended delivery period accordingly.

15. **Inspection:**

(a)	Inspection Authority :-	General Manager (QA),RITES Ltd., RITES Bhavan, Plot No.1, Sector-29,Gurgaon.
(b)	Inspecting Officer:-	General Manager (QA),RITES Ltd., RITES Bhavan, Plot No.1, Sector-29, Gurgaon or his authorised representative.

c) Place where stores are to be tendered for inspection: At firm's premises at Mumbai/Navi Mumbai/Chennai/Kolkata.

d) No material shall be delivered / dispatched until the inspecting officer has certified in writing that the materials have been inspected & approved by him.

e) Indentor/Consignee Rlys to send quality performance-reports of firms, inevitably to Board's office for appraisal in respect of the stores supplied to them against the contract.

16. **Transit Insurance:**

The purchaser will not pay separately for Transit insurance. The supplier will be responsible till the entire stores contracted for arrive, in good condition at destination & liable for any shortage, damage or deterioration in terms of Clause 1501 of IRS conditions of contract.

17. **Weights and Measures:**

Weights/Measures as shown in the delivery/dispatch documents shall be accepted by the Paying Authority subject to Clause 18 "Transit Risk" as a conclusive evidence of the quantity supplied/delivered for effecting payment. The purchaser may have the weights/measurements checked before the products leave firm's premises, if he so desires.

18. **Transit Risk:**

i) The firm shall be responsible and liable for any shortages, damages or deterioration to the consignment in transit if the same is to be carried in their own or contractor's trucks/tanks/lorries to the destination.

ii) In case of rail consignments, the firm shall be responsible and liable for such shortage, damage or deterioration only if the consignment has been booked under "said to contain RR" as a full wagon load and the Railway seals of the wagons are found intact at the destination station. In that case a notice is to be served on the supplier by Regd post indicating the date of the seals of the wagons being found intact and the details of shortage, damage or deterioration, as the case may be, as early as possible, but in any case before the expiry of 30 days from the date of taking delivery from the Railway.

iii) In all other cases of rail consignments, the firm will not be responsible and liable for any shortage, loss, damage or deterioration occurring in transit and the matter will be taken up by the consignee expeditiously with the concerned Railway administration.

19. Inspection of Suspected Supplies at Destination:

If the consignee at destination on testing the product finds it below or off specification, he may book the same back to firm's nearest/nominated depot without the firm incurring any demurrage for any detention at the Railway's consignee premises and without waiting for the arrival of firm's representative. However, in such cases, Railways must intimate firm's nearest nominated locations telegraphically or over the telephones about re-booking of the wagon forward Railway receipt duly endorsing it in firm's favour. This should apply in respect of those wagons which are received by the consignees with seals intact. The consignee will furnish his laboratory test report in respect of each wagon rejected by him to the firm in support of such action.

20. Direct Demanding Officers:

(a) The officers of the Railways authorised to issue supply-orders from time to time may place supply-orders directly against this contract. Orders from these officers should be complied with as soon as they are received. No confirmatory orders will be placed by this Ministry in such cases. The quantities that can be ordered by various Railways against this running contract will be restricted upto those shown in Annexure I.

(b) While placing the supply-orders, Railways should invariably follow the instructions contained in Annexure-III and furnish the detailed information as indicated in Annexure - IV.

(c) The schedule of dispatch containing name of the indentors, indent number and date and the qty of the stores to be supplied are given in the Annexure - I.

21. **Paying Authority:**

FA&CAOs of respective Zonal Rlys. & Production Units will make payments for all dispatches made for supplies of stores

22. **Payment Terms:**

22.1 As per IRS conditions of contract para 2300 with documents mentioned therein, the firm's bills shall be accompanied with original dispatch documents which after payment will be forwarded to the respective consignees. However, a photocopy of dispatch documents should be directly sent by the supplier to the respective consignees immediately after dispatch of goods.

22.2 In case the deliveries are made through supplier's or their contractors' lorries, the bills will accompany copies of the contractors' delivery challans duly receipted by the consignee along with the firm's certificate as per clause-18 stipulated in contract schedule. Receipted delivery challis to be signed by respective Rly. Consignees.

22.3 FA&CAOs of respective Zonal Rlys. & Production Units will make payments for all dispatches made for supplies of stores

22.4 No adjustment/reduction in payment of firm on any account other than purchase from Oil Companies will be applicable, which mandates that, such adjustments/deductions would be only after authorization by railway Board.

23. **Progress Report**: The contractor shall as per clause 2000 of IRS conditions of the contract furnish to the Director Railway Stores (W), Railway Board, Rail Bhavan, New Delhi by 10th of every month, monthly Statement (preferable on a floppy on a 'Excel work-sheet') showing the supplies made during the preceding month. A nil statement should be submitted if no supplies are made in a particular month. Copy of each of the report should also be endorsed to the paying authority and the controller of stores of each consignee Railway.

24. **Acknowledgement**: Please convey your unconditional acceptance as in proforma indicated in Annexure-V addressed to the President of India through Director Railway Stores (W), Ministry of Railways (Railway Board), New Delhi endorsing a copy of the same to the paying authority. A copy of the contract duly signed on your behalf by an authorised person(s), with your seal duly witnessed by two persons on each and every page (including all annexures), duly initialed should be returned for record within 15 days of receipt of this letter.

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

DA: Annexures I to V.

ANNEXURE – I

Schedule of Dispatch of Branded Greases against RGC No. RS(POL)/58/0506/2017/00527 dated 31 .01.2017 on M/s. IOC Ltd., Mumbai.

(1) SERVOGEM RR-3

S. No.	Quantity reqd.(MTs) (Rounded off)	Indentors	Indent No. & date
1	113	COS/CR, Mumbai	13.15.3150 dt. 06.10.2015
2	125	COS/ER, Kolkata	05/15/1101-9/-0729 dt.02.08.2016
3	31	COS/ECR, Hajipur	Lr.No.11.14.1069 dt.23.07.2015
4	51	COS/ECoR, Bhubaneswar	08153358 dt.28.05.2015 08163358 dt. 04.08.2016
5	118	COS/NR, New Delhi	04150040700050 dt.21.01.2016
6	42	COS/NCR, Allahabad	80151028 dt. 12.10.2015
7	46	COS/NER, Gorakhpur	21/15/4400,4001,4203,4780,4405,4005.1.2.935 dt.20.10.2015
8	26	COS/NFR, Guwahati	80/15/4049/9/00028 dt. 18.03.2016
9	47	COS/NWR, Jaipur	80.15.1033.7 dt. 08.03.2016
10	88	COS/SR, Chennai	10/15/0119 dt.28.03.2016
11	46	COS/SCR, Secunderabad	80.15.1097 dt.26.08.2016
12	17	COS/SER, Kolkata	80.15.1793.4.000000.056 dt.07.12.2015
13	15	COS/SECR, Bilaspur	07161034 dt. 10.12.2015
14	40	COS/SWR, Hubli	80/1/1033/7/00043 dt.01.07.2016
15	49	COS/WR, Mumbai	24-15-2514-9-40018 dt.29.04.2016
16	55	COS/WCR, Jabalpur	80151031 dt.04.04.2016
17	02	COS/CLW, Chittaranjan	30/2016/2603 dt.07.06.2016
18	16	COS/ICF, Perambur	ICF/04/16/3170/3000 & 3001/S dt.30.06.2016
19	3	COS/DLMW/Patiala	12/17/2021 dt.13.06.2016
20	10	COS/RCF, Kapurthala	31700001 dt.28.05.2016
Total	940		

(2) SERVOCOAT- 170T

S. No.	Quantity reqd. (MTs) (Rounded off)	Indentors	Indent No. & date
1	80	COS/CR, Mumbai	13153147 dated 28.08.2015
2	55	COS/ER, Kolkata	05.15.1100.9.00730 dated 09.08.2016
3	63	COS/ECR, Hazipur.	11.14.1068.9.75019 dt 10.03.2016
4	64	COS/ ECoR, Bhubaneswar	08153356 dt. 18.12.2015 08163356 dt.22.08.2016
5	76	COS/NR, New Delhi.	04150037700048 dated 21.01.2016
6	9	COS/NCR, Allahabad	80151026 dt.11.02.2016
7	19	COS/NER, Gorakhpur	21/16/4202.1.2.936 dt.17.06.2016.
8	20	COS/NFR, Guwahati	80/15/4048/9/00013 dt.17.06.2016
9	23	COS/NWR, Jaipur	80.15-1031-7 dt.08.03.2016
10	97	COS/SR, Chennai	10/15/0037 dated 31.03.2016
11	56	COS/SCR, Secunderabad	80151091 dt.24.08.2016
12	54	COS/SER, Kolkata	80.15.1791.4.000000.055 dt.25.02.2016
13	20	COS/SECR, Bilaspur	07161020 dt.09.12.2015
14	07	COS/SWR, Hubli	80/15/1019/7/00075 dt.28.03.2016
15	52	COS/WR, Mumbai	24-15-2513-9-40027 dt.24.05.2016
16	72	COS/WCR, Jabalpur	80151030 dt. 23.02.2016
17	02	COS/DLMW, Patiala	12/17/3013 dt.23.05.2016
Total	**769**		

Note: Railways indent (s) may be treated as fully complied with and balance uncovered of above indents, if any, may be treated as cancelled, in view of coverage made above and against parallel contract .

ANNEXURE – II

ADDITIONAL CONDITIONS GOVERNING THE CONTRACT

1. SUPPLY – ORDERS: Railways should place supply-orders complete in all respects and the same should be placed on the Divisional office of the supplier with a copy endorsed to their Head Office at Mumbai . The supply-orders should be placed at least 60 days prior to the date of expiry of the Running Contract. Addresses of M/s IOC Ltd., where supply-orders may be placed by the indentors/DDO(s).

1) Dy. General Manager (MC)
M/s. Indian Oil Corpn. Ltd.,
Northern Region, Indian Oil Bhavan,
Shree Aurbindo Marg, Yusuf Sarai, New Delhi – 110016.

2) General Manager (Mktg Coordingation),
M/s Indian Oil Corpn. Ltd.,
Eastern Region, 2, Gariahat Road (Dhakuria), Kolkata – 700068 (WB)

3) Chief Lube Mktg. Manager,
M/s Indian Oil Corpn. Ltd.,
Western Region, 254-C,
Dr. Annie Besant Road,
Prabha Devi Mumbai 400 025 (MH)

4) Chief Lube Mktg. Manager,
M/s. Indian Oil Corpn Ltd.,
Southern Region, Indian Oil Bhavan,
139, Nungambakkam High Road, Chennai – 600 034 (TN)

2. STORAGE STABILITY :

The supplier shall furnish following storage stability certificate in lieu of warranty. 'The varions grades of Branded Gréasses offered by us through indigenous blending/manufacture are guaranteed to be suitable under normal storage conditions for atleast 12 months from the date the product is offered for inspection and will not show any signs of separation of ingredients or stratifications or loss of performance properties. It may, however, be mentioned that since these lubricants are additive bearing products, as per currently accepted trade practice, these greases must be stored in and every precaution should be taken to avoid contamination with water etc. during the entire period of storage. While the above stipulations will apply for all lubricating oils supplied through indigenous blending/manufacture, it is to be noted that sensitive products e.g cuting oils, transformer oils etc. should always be stored under cover. In the case of greases supplied through indigenous/blending manufacture, the following certificate may be furnished. We assure a storage stability of 6 months from the date the grease is stored in covered warehouse only with adequate protection from exposure to extremes of climate, exposure to rain and increase of seepage water.

In case the user finds any problem through use of the lubricating oils and grease supplied by -----
---
---------- due to inadequate storage stability under normal storage conditions as defined above, then the supplier take the responsibility of replacing such stocks free of charge at the concerned consignee's end'.

Whilst providing the above mentioned storage stability certificate for different batches of lubricating oils and greases supplied by the supplier to the Railways. Supplier make all other necessary investigations through mutual discussions and agreement with the user, if there is any complaint regarding the storage stability of any product within the stipulated period.

3. **OPTION CLAUSE:** The purchaser may at any time during the currency of the contract, increase/decrease the ordered total quantity of each description of stores shown in the contract by not more than 30% of the ordered total quantity, at the same price, terms and conditions stipulated in the contract and the contractor shall be bound to supply the quantity so ordered according to revised delivery schedule advised by the purchaser fixed on the basis of contractual delivery schedule.

4. **FORCE MAJEURE CLAUSE** : If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God(here-in-after referred to as events), provided notice of the happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence there-of. Neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Railway Board as to whether deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part or any application under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may opt to terminate the contract, provide also that if the contract is terminated under this clause, the purchaser shall have liberty to take over from the contractor at a price fixed by Railway Board, which shall be final, all unused, undamaged and acceptable materials, bought-out components and stores in course of manufacture in the possession of the contractor at the time of such termination of such portion there-of as the purchaser may deem it fit except of such materials, bought out equipments and stores as the contractor may with the concurrence of the purchaser elect to retain. It is also understood in addition that this force Majeure clause will cover firms inability to supply the stores on account of import restrictions or reductions in foreign exchange allocated for importation of products, crude oils and additives.

5. **RISK PURCHASE CLAUSE:** will be applicable to this contract as per IRS conditions of contract. The period for making risk purchase will be 9 months.

6. **SUBMISSION OF BILLS:**

a) The bills will be submitted by supplier firm to the respective FA&CAO(S) (nominated) of Zonal Rlys./Prod. units region wise and the payment will also be received by the suppliers accordingly.

b) Supplier in their own interest should furnish following certificate on the bills in respect of advance payment to the FA&CAO(S) (Nominated), in absence of which the bills are liable to be returned unpaid by the paying authority.

"Supplier firm have personally examined and verified and it is hereby certified that the goods in respect of which payment is being claimed have been actually dispatched by firm drawing in favour of the consignee which is genuine and mentioned in the bill and that firm hold itself responsible for correctness of this statement".

Supplier firm further certify that the above mentioned RR no.....Air way consignment note no.....dated.....has been forwarded to the consignee mentioned in the contract under registered post AD on .....

7. **DESPATCH OF RAILWAY RECEIPT:** The Railway receipt shall be dispatched to Paying Authority along with the bill by registered post and a photocopy to consignee by ordinary post. Telegraphic advice will also be sent to consignees providing details of RRs and wagon nos. etc. to enable the consignee to unload the consignments.

8. **BOOKING INSTRUCTIONS:**

a) The supplies are to be booked in full wagon load wherever possible by the most economical route, failing which the contractors will render themselves liable for the whole or any part of avoidable expenditure cost for such default.

b) Supplies in smalls to the consignees Ex. MI/Blending plant Mumbai, Kolkata and Chennai will be made by the supplier on freight pre-paid basis and the payment of freight paid by the supplier will be reimbursed to them on the basis of suppliers' accountant's certificate to this effect in the bills. The supplier will furnish the number and date of RR in support on their claim of freight actually paid by them.

c) In case of wagon loads where orders are placed for F.O.R. station of dispatch basis, the stores should not be booked freight pre-paid except when specifically asked to do so either by the purchase officer or indentor or consignee or in the case where Railway administration does not accept the goods freight-to-pay basis in case where pre-payment of freight is essential, Railway case Receipt should be forwarded in original to the Paying Authority alongwith bills.

d) Packing note shall be forwarded to the consignee. The Railway Receipts should be forwarded to the consignee immediately after dispatch of the stores. It shall always be the endeavor of the supplier to obtain clear RR from the Railways in respect of dispatches made by them.

9. Certificate of Genuineness and Correctness of Railway receipt No. and date :

The supplier firm will furnish the following certificate on the bills to the Paying Authority (Nominated) of the Zonal Railway/Prod.Unit(s) , firm have examined and verified that the goods in respect of Which the payment is being claimed have been actually dispatched by them Under RR NO. ---------- dated ---------- which has been forwarded to the Consignee mentioned on the contract under Registered A/D letter on ---------- . The firm undertake responsibility for the genuineness and correctness of the RR Details . The responsibility in this regard will rest with the firm as the contractor.

10. Contractors are responsible for seeing that tank wagons and their own tank lorries are before filling, perfectly clean and in good order, sound and suitable for the required purpose.

11. All charges on account of handling of supplies of POL products for delivery into wagons on rails at places of dispatches shall be borne by the contractor.

12. The supplies are to be booked in full wagon load wherever possible by the most economical routes, failing which the contractors will render themselves liable for the whole or any part of any avoidable expenditure caused by such default.

13. In respect of all consignment(s) placed F.O.R. station(s) of dispatch, it is essential that packing notes shall be furnished to the consignee. The Railway Receipt should be forwarded to the consignee immediately after dispatch of stores. It shall always be the endeavor of the contractor to obtain clear Railway Receipt from the Railways in respect of dispatches made by them.

ALL WAGONS SHOULD BE DULY SEALED AND LABELLED BEFORE DESPATCH.

14. LABELLING OF WAGONS :

The labelling of wagons before delivery/ dispatch shall be carried-out by the suppliers free of all charges as below:

Tank wagons be labelled/ marked showing

I. Consignee name and address
II. Contents in terms of tons or litres
III. Nomenclature of the stores

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ANNEXURE – III

GENERAL INSTRUCTIONS FOR INFORMATION AND GUIDANCE

1. All Railway officers including AMM, SMM of Zonal Railway authorised to draw supplies against this Running contract, are hereby advised that they should draw their requirement to the extent included in the schedule herewith by placing supply-bidders on the firm direct, copies of the supply orders on the contract holders should invariably be sent by Reg. Post Acknowledge Due.

2. The following instructions should be observed in the preparation of the supply orders:

a) Copies of all supply orders should be endorsed to FA&CAO, Northern Railway, New Delhi under Regd. Cover and the Inspection Authority.

b) The supply order should contain reference to the original contract.

c) In the copy of the orders for FA&CAO, Northern Railway, New Delhi please indicate the designation of the accounts officer through whom and the budget head against which the debit is to be raised.

d) Copies of each supply orders and correspondence relation there-to are not required to be endorsed to this office.

e) The description of the stores in the supply orders should correspond to the description given in the schedule.

f) In the event of failure on the part of the contract holder to make supply against particular supply order, the matter should be reported to this office in a self-contained letter for necessary action.

3. In all communications to this Running contract, supply orders and other relevant reference number and date must be quoted to facilitate disposals. However, practicable communication should be confined to a contract supply-order etc. and where more than one contract etc. is involved, separate communication should be addressed.

4. Direct demanding officer should issue supply orders under their own signatures. If sub-ordinate officer who must invariable be a gazetted officer, is allowed to sign the supply-order in exceptional case, his name and designation together with that of the competent authority (Direct Demanding Officer) for whom he is signing should be clearly stated in such cases. This is important from the Audit point of view.

5. Direct Demanding Officers should operate on the Running Contract in respect of which they have been ordered as direct demanding officer and should not draw their requirements of the contracts.

6. Railway's requirements of Greases for supply during the extent contract period are shown in Annexure-I (attached herewith). They may please check up the quantities registered on their behalf and in case any alteration is required and discrepancy found, advise this office immediately for necessary action. They are authorised to operate direct on the suppliers in a phased manner to the extent of the nearest FOR station of dispatch. Copies of such supply orders placed by them on the firm should be forwarded to the FA&CAO, Northern Railway, New Delhi by Registered Post and Inspection Officer concerned for Inspection of Stores.

7. The Direct Demanding Officers are required to place their supply-order for a full drum capacity of 180/182-200/210 Kgs. & balance if any, will be treated as cancelled or will be rounded-off to cover one full drum for as the suppliers have not offered supply in less than a drum of Grease.

8. It is obligatory on the part of the Direct Demanding Officers to draw full quantity registered on their behalf on this contract.

9. In case of short receipt of stores, or any other irregularity in the receipt of consignment, the indentor must immediately, approach the carriers, claim for irregularity, if necessary, intimate supplier and this officer about the same.

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ANNEXURE – IV

Detailed information to be furnished by Direct Demanding Officers at the time of placement of supply-orders.

1. Indentor's designation with full postal address.
2. DDO's supply order number and date.
3. Contract No. & Date.
4. Name of the purchaser.
5. Item No. of indent/supply order.
6. Item no. if any.
7. Suppliers Brand name for product.
8. Quantity.
9. Unit.
10. Rate per unit to be indicated
11. Total cost to be indicated.
12. Delivery at/FOR station of dispatch as the case may be.
13. Delivery period.
14. Consignee and his full address
15. Mode of delivery and destination Railway Station for FOR dispatch as the case may be freight to pay at public/concessional tariff at Railway risk by goods train etc.
16. Designation of the accounts officer of the consignee.
17. Head of account to which the cost is to be debited.
18. Remarks regarding enclosure to the S/O, if any, such as declaration form-'D' etc.
19. Address of the supplier.
20. Full signature of the Indents (DDO or his authorised subordinate officer), his name and designation, with the stamp of officer.

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ANNEXURE – V

We unconditionally accept the contract No. RS(POL)/58/0506/2017/00527 dated 31.01.2017 and its terms and conditions.

For & on behalf of M/s.....

Signature of

Witness (1)_____

Full name _____

Date _____

(SEAL)

Signed by_____

Full Name _____

Signature of

Witness (2)_____

Full name _____

Date _____