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

No. RS(POL)/58/0506/1/2015/00490 New Delhi, dtd.24.04.2015

M/S. NIS Marketing Ltd.,
C-5, Shivaji Park,
Punjabi Bagh(West),
New Delhi-110 026.

Sub:	Running Contract for supply of AAR approved grease for Cartridge Taper Roller Bearings of freight stock for the period of one year from the date of issue of RGC against advertised e-tender No.2015 AAR AG TC opened on 31.10.2014.
Ref:	1. Your E-Bid No.003310099/30.10.2014 & negotiated offer No. Nil dated 27.2.2015. 2. Railway Board's Advance Acceptance No. RS(POL)/58/0506/1/2015 dtd.27.03.2015.

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-25 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(POL)
Railway Board

No.RS(POL)/58/0506/1/2015/00490 New Delhi, dtd.24.04.2015

Copy forwarded to:

1.Director General (M&C/MP/Wagon/Carriage), RDSO, Manak Nagar, Lucknow.

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

..... 2/-

3. Indentors:

i) COS/Eastern Railway, Fairlie Place, Kolkata.
ii) COS/ECR,Hajipur
iii) COS/Northern Railway, Baroda House, New Delhi.
iv) COS/North Central Railway, Allahabad.
v) COS/Northeast Frontier Railway, Guwahati.
vi) COS/NWR,Jaipur
vii) COS/Southern Railway, Chennai.
viii) COS/SCR,Secunderabad
ix) COS/South Eastern Railway, Garden Reach, Kolkata.
x) COS/SEC Railway, Bilaspur.
xi) COS/SWR,Hubli.
xii) COS/Western Railway, Churchgate, Mumbai.
xiii) COS/West Central Railway, Jabalpur.
xiv) COS/ICF, Perambur.

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

No.RS(POL)/58/0506/1/2015/00490 New Delhi, dtd.24 .04.2015

Copy forwarded to:

1. Paying Authority:

i) FA&CAO/Eastern Railway, Fairlie Place, Kolkata.
ii) FA&CAO/ECR,Hajipur
iii) FA&CAO(POL)/Northern Railway, Baroda House, New Delhi.
iv) FA&CAO/North Central Railway, Allahabad.
v) FA&CAO/Northeast Frontier Railway, Guwahati.
vi) FA&CAO/NWR,Jaipur
vii) FA&CAO/Southern Railway, Chennai.
viii) FA&CAO/SCR,Secunderabad
ix) FA&CAO/South Eastern Railway, Garden Reach, Kolkata.
x) FA&CAO/SEC Railway, Bilaspur.
xi) FA&CAO/SWR,Hubli.
xii) FA&CAO/Western Railway, Churchgate, Mumbai.
xiii) FA&CAO/West Central Railway, Jabalpur.
xiv) FA&CAO/ICF, Perambur.

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)/58/0506/1/2015/00490 New Delhi, dtd. 24.04.2015

M/S. NIS Marketing Ltd.,
C-5, Shivaji Park,
Punjabi Bagh(West),
New Delhi-110 026.

Sub:	Running Contract for supply of AAR approved grease for Cartridge Taper Roller Bearings of freight stock for the period of one year from the date of issue of RGC against advertised e-tender No.2015 AAR AG TC opened on 31.10.2014.
Ref:	1. Your E-Bid No.003310099/30.10.2014 & negotiated offer No. Nil dated 27.2.2015. 2. Railway Board's Advance Acceptance No. RS(POL)/58/0506/1/2015 dtd. 27.03.2015.

I am to inform you that your above referred cited offer against e-tender No.2015 AAR AG TC opened on 31.10.2014, 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)/58/0506/1/2015/00490 dtd. 24 .04.2015
2.	Purchaser	:	The President of India
3.	(a) Name & Address of the contractor	:	M/S. NIS Marketing Ltd., C-5, Shivaji Park, Punjabi Bagh(West), New Delhi-110 026.
	(b) Fax No.	:	011-45120139
4.	Purchaser's references	: i)	Railway Board's e-tender No.2015 AAR AG TC opened on 31.10.2014.
		:ii)	Railway Board's advance acceptance No.RS(POL)/58/0506/1/2015dtd. 27.03.2015

....2/-

5. Contractor's offer No. & other references	1. Your offer e-bid No.003310099/30.10.2014 & negotiated offer No. Nil dated 27.02.2015.
6. Conditions Governing	TE & IRS Conditions of contract as amended to date including Arbitration Clause 2900, read with conditions of contract including Annexures II to V.

7. Particulars of order and prices:

AAR APPROVED GREASE FOR CARTRIDGE TAPER ROLLER BEARING OF FREIGHT STOCK

Item S.No.	Description of Stores	Brand	Unified PL No.	Qty. (in MTs)	Net Basic Rate (Rs. per kg.) FOR - Destination Price
(1)	(2)	(3)	(4)	(5)	(6)
1.	AAR APPROVED/RDSO APPROVED GREASE for Cartridge Taper Roller Bearings of Freight Stock conforming to RDSO specification No.WD-24-Misc-2003(Rev.1)	EXXON ARAPEN RB-320	**80030130**	**105.6**	**340.50/-**

(i) The prices stipulated above are net basic rates and the same will be effective for dispatches made immediately against the contract.

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

(iii) Delivery within 120 days from date of confirmed purchase order.

(iv) RGC will be valid for placement of covering supply orders by Authorized Officers of Railways (Direct Demanding Officers) within one year from the date of issue of RGC.

...3/-

(v) Deviation to Clause 15 of RDSO Specification No. WD-24-Misc-2003(Rev.1) of Nov.2006: Condition of delivery as '6 months from the date of manufacture' with condition that period of retention for 'keeping properties' of material should not be less than '22 months' instead of existing '18 months' is applicable.

8. Prices: The prices are firm and fixed.

8.1 FOR & Freight: F.O.R. Destination.

9. Excise Duty. Nil and not applicable.

10(a) Sales Tax/VAT :Extra as applicable at the time of despatch. The present rate is @ 5.25%. Statutory variation clause will be applicable.

(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. Firm will pass on the credit as becomes available to it and submit a declaration that credits/drawbacks as available to it after applicability of VAT has been passed on to Railways.

11. Packing:

a) The grease shall be supplied in standard steel drums/barrels in 181.3 kg packing as per the relevant clause of RDSO specification No.WD-24-Misc-2003 (Rev.-1).

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 181.3 kg 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 as per clause 15 of the RDSO Specification.

...4/-

13. Octroi: Railways to provide octroi exemption certificate only.

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 despatched 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) Mode of dispatch shall be by road transport. The date of receipt of material by consignee will be treated as date of delivery.

(iii) 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: Inspection by consignee against manufacturer's test certificate. Firm to provide manufacturer's test certificate along with supply for inspection.

a) Place where stores are to be tendered for inspection: At consignee's premises.

b) Firm will submit manufacturer's works test certificate for each batch. Batch number of the grease should be indicated on each barrel.

c) Indentor/Consignee Railways 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/despatch 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.

...5/-

18. Transit Risk

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.

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 (a) Direct Demanding Officers: : RGC will be valid for placement of covering supply orders by Authorised officers of Railways (Direct Demanding Officers) within one year from the date of issue of RGC. The officers of the Railways (Direct Demanding Officers) authorised to issue supply-orders from time to time may place supply-orders directly against this contract within validity of RGC. 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 despatch 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: The payment of firms' bills is entrusted to the respective FA & CAO of Zonal Railways/Production Units where material is supplied.

22. Payment Terms:

22.1. 100% payment against receipt and acceptance of material by consignee.

22.2. Payments through respective FA&CAO's where material is supplied, may be accepted.

...6/-

22.3 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.

23.0 Security Deposit:

Firm have submitted security deposit vide B.G. Number 0999615FG0000920 dt.16.04.2015 issued by State Bank of India, Corporate Accounts Group Branch, 11th & 12th Floor, Jawahar Vyapar Bhawan,1, Tolstoy Marg, New Delhi-110 001, amounting to Rs 10 lakhs valid upto 04.04.2016 with claim period 04.10.2016. The performance Bank Guarantee shall remain in full force and in effect during the period that will be taken for satisfactory performance and fulfillment in all respects of the contract. As and when an amendment is issued to the contract extending the delivery period, the contractor shall, within 15 days of receipt of such an amendment furnish an amendment to the Performance Bank Guarantee rendering the same valid for the additional corresponding period.

24. Progress Report:

The contractor shall as per clause 2000 of IRS conditions of the contract furnish to the Director Railway Stores (POL), 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.

25. Acknowledgement:

Please convey your unconditional acceptance as in proforma indicated in Annexure-V addressed to the President of India through Director Railway Stores (POL), 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(POL)
Railway Board.
For & on behalf of the President of India

DA: Annexures I to V.

ANNEXURE – I

Schedule of Dispatch of AAR approved grease against RGC No.(POL)/58/0506/1/2015/00490 dtd.24.04.2015 on M/s. NIS Marketing Ltd.

S.No.	Quantity reqd. (MTs)	Indentors	Indent No. & date
1	13.8	COS/ER, Kolkatta.	05/13/1099/9/00725 dtd.06.06.2014
2	7.2	COS/NR, New Delhi.	04130056700056 dtd.12.3.2014
3	4.2	COS/ECR,Hajipur	11/14/1070/9/7500 dtd.29.08.2014
4	23.4	COS/NCR, Allahabad.	80131261 dtd. 25.09.2013
5	3.0	COS/NFR, Guwahati	80/13/40073/9/00002 dtd.17.07.2014
6.	2.4	COS//NWR,Jaipur	80.13.1030.7 dtd 04.02.2014
7	5.4	COS/SR, Chennai	10/13/0106/7 dtd.15.11.2013
8	9.6	COS/SCR,Secunderabad	80.13.1208 dtd 03.12.2014 80.13.1214 dtd 02.12.2013
9	10.2	COS/SER, Kolkatta	80.13.3045.4.000000/063 dtd. 01.01.14/18.03.2014
10	9.0	COS/SECR, Bilaspur	07.14.1464 dated 18.11.2013
11	0.6	COS/SWR,Hubli	80.14.1041 dtd 12.12.2014
12	3.0	COS,WR, Mumbai	05.13.1596.9.40009 dtd.15.01.2014
13	6.6	COS/WCR, Jabalpur	80131054 dated 10.13.2014
14	7.2	COS/ICF, Perambur	ICF/04/13/3230/3000/S dtd 30.06.2014
Total	**105.6**		

ANNEXURE-II

SPECIAL CONDITIONS OF THE CONTRACT

1. KEEPING PROPERTIES : In deviation to clause 15 of RDSO Specn. No.WD-24-Misc-2003 (Rev.1) of Nov. 2006, Condition of delivery as '6 months from the date of manufacture' with condition that period of retention for 'keeping properties' of material should not be less than '22 months' instead of existing '18 months', will be applicable.

2. OPTION CLAUSE: The purchaser reserves the right to increase/decrease the ordered qty by 30% during the currency of the contract including last day of delivery period at the same price terms and conditions stipulated in the contract & contractor shall be bound to supply the qty. so ordered according to revised delivery schedule advised by the purchaser.

3. 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.

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 the 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 the 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.

..... 2/-

5. SUBMISSION OF BILLS:

a) The bills will be submitted by supplier firm to the respective FA&CAO(S) of Zonal Railways/Production units where material is supplied 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) where material is supplied, 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 despatched 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 consignment note no.....dated.....has been forwarded to the consignee mentioned in the contract under registered post AD on .....

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

7. All charges on account of handling of supplies of POL products for delivery at places of despatches shall be borne by the contractor

ANNEXURE-III

GENERAL INSTRUCTIONS FOR INFORMATION AND GUIDANCE

1. All Railway officers including AMM, SMM of Zonal Railway authorized 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 Regd. 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 invariably 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.

Contd... 2/-

6. DDO's should enclose, the certificate in form 'D' of declaration in form 'C' or 'AF' form (as the case may be) duly filled in duplicate with the supply orders placed by them if they wish to avail of concessional rates of Central Tax. If this is not complied with, their will be no other alternative for the Running-Contract holder but to bill the sales Tax at the higher rate.

7. Railway's requirements of lubricants/grease 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 authorized to operate direct on the suppliers in a phased manner to the extent of the nearest FOR station of despatch. 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.

8. The Direct Demanding Officers are required to place their supply-order for a full drum capacity of 181.3 Kg & 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.

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

10. 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 office 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 Destination as the case may be.
13. Delivery period.
14. Consignee and his full address
15. Mode of delivery by road transport.
16. Head of account to which the cost is to be debited.
17. Remarks regarding enclosure to the S/O, if any, such as declaration form- 'D' etc.
18. Address of the supplier.
19. 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)/58/0506/1/2015/00490 dtd. 24 .04.2015 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 _____