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

No. RS(POL)/58/0501/5/2018/00554 **New Delhi, dt.19 .03.2018**

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

Sub:	Running Contract for supply of Gear Case Oil, Servo Syngear 460 RR for the period of one year from date of issue of RGC or 31.05.2020 whichever is later against advertised e-tender No.2019 460RR TC opened on 20.12.2018.
Ref:	1. Your E Bid No. 9111002 Dated 20.12.2018. 2. Railway Board's Counter Offer No. RS(POL)/58/0501/5/2018 dated 07.03.2019. 3. Your acceptance letter No.MCO/ILS/RAILWAY/2018-19/13 dt.11.03.2019.

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-23 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.

(V. Appa Rao)
Director Railway Stores(C)
For & on behalf of the President of India

No. RS(POL)/58/0501/5/2018/00554 New Delhi dtd. 19 . 03.2018

Copy to:

1. Director General, RDSO,Ministry of Railway, Manak Nagar, Lucknow .
2. FS(III) Branch, Railway Board, New Delhi.

3. **Indentors:**

i. PCMM/Central Railway, Mumbai.
ii. PCMM/ER, Kolkata
iii. PCMM/ECR, Hajipur
iv. PCMM/ECoR, Bhubaneshwar
v. PCMM/Northern Railway, New Delhi.
vi. PCMM/North Central Railway, Allahabad.
vii. PCMM/NER, Gorakhpur
viii. PCMM/ Southern Railway, Chennai.
ix. PCMM/South Central Railway,Secunderabad.
x. PCMM/South Eastern Railway, Kolkata.
xi. PCMM/SECR, Bilaspur
xii. PCMM/South Western Railway, Hubli.
xiii. PCMM/ Western Railway, Churchgate, Mumbai.
xiv. PCMM/ West Central Railway,Jabalpur.
xv. PCMM/CLW, Chittaranjan.

(V. Appa Rao)
Director Railway Stores(C)
For & on behalf of the President of India

No. RS(POL)/58/0501/5/2018/00554 New Delhi, dtd. 19 .03.2018

Copy forwarded to:

1.**Paying Authority**:

i. PFA/Central Railway, Mumbai.
ii. PFA /ER, Kolkata
iii. PFA /ECR, Hajipur
iv. PFA /ECoR, Bhubaneshwar
v. PFA /Northern Railway, New Delhi.
vi. PFA /North Central Railway, Allahabad.
vii. PFA /NER, Gorakhpur
viii. PFA / Southern Railway, Chennai.
ix. PFA /South Central Railway,Secunderabad.
x. PFA /South Eastern Railway, Kolkata.
xi. PFA /SECR, Bilaspur
xii. PFA /South Western Railway, Hubli.
xiii. PFA / Western Railway, Churchgate, Mumbai.
xiv. PFA / West Central Railway,Jabalpur.
xv. PFA /CLW, Chittaranjan.

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

Ashok Kumar Das
For Financial Commissioner/Railways

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

No.RS(POL)/58/0501/5/2018/00554 **New Delhi,dtd. 19.03.2019**

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

Sub:	Running Contract for supply of Gear Case Oil, Servo Syngear 460 RR for the period of one year from date of issue of RGC or 31.05.2020, whichever is later against advertised e-tender No. 2019 460RR TC opened on 20.12.2018.
Ref:	1. Your E Bid No. 9111002 Dated 20.12.2018. 2. Railway Board's Counter Offer No. RS(POL)/58/0501/5/2018 dated 07.03.2019. 3. Your acceptance letter No.MCO/ILS/RAILWAY/2018-19/13 dt. 11.03.2019.

I am to inform you that your above referred offer against e-tender No.2019 460RR TC opened on 20.12.2018, 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)/58/0501/5/2018/00554 dtd. 19 .03.2019.
2.	Purchaser	:	The President of India
3.	(a) Name & Address of the contractor	:	M/s Indian Oil Corpn. Ltd., G-9, Ali Yavar Jung Marg, Bandra(East),Mumbai.
	(b) Fax No.	:	FAX NO.022-26447989
4.	Purchaser's references		i) Railway Board's e-Tender No.2019 460 RR TC opened on 20.12.2018 ii) Railway Board's counter offer No. RS(POL)/58/0501/5/2018 dated 07.03.2019
5.	Contractor's offer No. and other References		i) Your E Bid No. 9111002 Dated 20.12.2018 ii) Your acceptance letter No. MCO/ILS/RAILWAY/2018-19/13 dt. 11.03.2019.
6.	Conditions Governing	:	TE & IRS Conditions of contract as amended to date including Arbitration Clause 2900 revised vide Board's letter No. 97/RS(G)/779/2 dated 16.02.2017, read with conditions of contract including Annexures II to V.

7. Particulars of order and prices:

GEAR CASE OIL, SERVO SYNGEAR 460 RR

S. No.	Description of Stores	Brand	Qty (in litres)	Basic Rate Per Litre	All inclusive Rate (Rs.per ltr.) FOR- Destination.
(1)	(2)	(3)	(4)	(5)	(6)
1.	GEAR CASE OIL, SERVO SYNGEAR 460 RR of M/S IOCL OR MOBIL SHC 634 of M/S EXXON MOBIL PACKED IN 208/210 LTRS NET IN NEW, SOUND AND NON- REFUNDABLE MS BARREL. (Unified PL. No. 80010349)	SERVO SYN GEAR 460 RR	86800	547.42	645.95 (COUNTER OFFER)

(i) The price stipulated above is all inclusive rates. GST @ 18 % inclusive.

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

(iii) Validity of 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 or 31.05.2020, whichever is later.

(iv) **Delivery**: To commence within 60 days on pro-rata basis within validity period of supply order.

8. The prices are firm and fixed.

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

9. Discount Nil.

10. **GST:**

Price is inclusive of GST, Present rate of GST@18 % is included in the rate.

i. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Railway shall deduct the applicable GST from his/their bill under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority."

ii. Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.

iii. Wherever the successful bidder invoices the goods at GST rate or HSN number which is different from that incorporated in the purchase order; payment shall be made as per GST rate which is lower of the GST rate incorporated in the purchase order or billed.

iv. Vendor is informed that she/he would be required to adjust her/his basic price to the extent required by higher tax billed as per invoice to match the all inclusive price as mentioned in the purchase order.

v. Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under SVC.

11. **Packing:**

a) The gear case oil shall be supplied in new, sound, non-returnable steel drums/barrels in 210 liters packing, capacity conforming to IS: 1783 (Part-I) of 1993 (or) latest.

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/barrels of 210 liters 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/barrels will be as desired by the purchaser/ISI standard Trade Mark. Marking will invariably indicate.
ii. The description of stores stenciled on such containers.
iii. Date/year of manufacture.
iv. Name of manufacturer.
v. Batch No.
vi. Shelf life as per relevant RDSO Specification.

13. **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) 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.

14. **Inspection**:

Inspection by consignee at consignee's end 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 oil/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.

15. **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.

16. **Weights and Measures**:

Weights/Measures as shown in the delivery/dispatch documents shall be accepted by the Paying Authority subject to Clause 17 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.

17. **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.

18. **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 favor. 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.

19. **Direct Demanding Officers**: (a) 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 or 31.05.2020, whichever is later. The officers of the Railways (Direct Demanding Officers) authorized 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 up to 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 indenters, indent number and date and the qty of the stores to be supplied are given in the Annexure - I.

20. **Paying Authority**: The payment of firm's bills is entrusted to the respective PFAs of Zonal Railways/Production Units, where material is supplied.

21. **Payment Terms:**

21.1 100% payment against receipt and acceptance of material by consignee. Payments through respective PFAs where material is supplied.

21.2 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.

22. **Progress Report**: The contractor shall as per clause 2000 of IRS conditions of the contract furnish to the Director Railway Stores (C), 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.

23. **Acknowledgement**: Please convey your unconditional acceptance as in Performa indicated in Annexure-V addressed to the President of India through Director Railway Stores (C), 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 authorized person(s), with your seal duly witnessed by two persons on each and every page (including all annexure), duly initialed should be returned for record within 15 days of receipt of this letter.

(V.Appa Rao)
Director Railway Stores(C)
For & on behalf of the President of India

DA: Annexures I to V.

ANNEXURE - I

Schedule of despatch of Gear Case Oil Servo Syn Gear 460RR against RGC No.RS(POL)/58/0501/5/2018/0054 dtd 19.02.19 on M/s Indian Oil Corpn Ltd. , Mumbai

S. No.	Quantity Required in liters	Railway	Indent No. & date
1	4500	PCMM/Central Railway, Mumbai	80182240700075 dt 13.08.18 80182240700167 dt. 14.12.18
2	3500	PCMM/Eastern Railway, Kolkata	05181228737208 dt 25.10.18
3	5000	PCMM/East Central Railway, Hajipur	11179727755023 dt 28.08.2018
4	4200	PCMM/East Coast Railway, Bhubaneshwar	08184739700015 dt 23.02.18 08184739700116 dt. 27.09.2018
5	6000	PCMM/Northern Railway, New Delhi	04180050700205 dt. 07.12.18
6	2000	PCMM/North Central Railway, Allahabad	80181029.7 dt 01.11.18
7	3250	PCMM/North Eastern Railway, Gorakhpur	21/2018/0065/1/2/948 dt. 26.09.2018
8	6000	PCMM/Southern Railway, Chennai	10180123700010 dt 21.05.2018
9	6400	PCMM/South Central Railway, Secunderabad	80181209A.7 dt 30.05.2018
10	4000	PCMM/South Eastern Railway, Kolkata	8018.3035.7.47095 dt 08.11.2018
11	2100	PCMM/South East Central Railway, Bilaspur	07181515700115 dt 10.09.18
12	3000	PCMM/South Western Railway, Hubli	80181018700005 dt. 23.01.2018
13	2850	PCMM/Western Railway, Mumbai	24182517705067 dt 02.11.2018
14	2000	PCMM/West Central Railway, Jabalpur	80181047700061 dt. 16.07.2018
15	32000	PCMM/CLW, Chittaranjan	3020172688 dt 05.03.2018 LS/N/72/206/754 dt 16.02.2018
Total	**86800**		

SPECIAL CONDITIONS OF THE CONTRACT

1. **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.

2. **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.

3. **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.

4. **SUBMISSION OF BILLS:**

a) The bills will be submitted by supplier firm to the respective PFA(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 PFA(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 .....

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

6. All charges on account of handling of supplies of POL products for delivery at places of dispatches 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 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 the concerned PFA 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 of concerned PFA, 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.

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, there 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/oil 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 despatch. Copies of such supply orders placed by them on the firm should be forwarded to the concerned PFA 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 210 litres & 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/barrel of Oil.

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. Supplier's 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.

****

ANNEXURE – V

We unconditionally accept the contract No. RS(POL)/58/0501/5/2018/00554 dtd.19.03.2018 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 _____