

**GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
(RAILWAY BOARD)**

No. 2024/RS(I)/874/204/1937

New Delhi, dated:19.07.2024

M/s Timken India Limited,  
2<sup>nd</sup> Floor, Ramnath Buiding,  
18, Community Centre, Yusuf Sarai,  
New Delhi-110049.

Dear Sirs,

**Sub :** Contract No. 2024/RS(I)/874/204/1937 dated 19.07.2024 for manufacture and supply of Cartridge Tapered Roller Bearings (CTRB).

**Ref :** (i) E-Tender No. 2024RSI8741TC opened on 03.04.2024.  
(ii) Your e-offer against this tender.  
(iii) Board's Counter Offer No. 2024/RS(I)/874/1TC dated 28.06.2024.  
(iv) Your unqualified acceptance letter No. TIL/KT/R.Board/CTRB/2024/1 dated 28.06.2024.  
(v) Copy of BG No. 087GT02241910020 dt. 09.07.2024.

1.0 In consideration of your acceptance at reference (iv), the President of India, acting through Principal Executive Director, Railway Stores (S), Ministry of Railways (Railway Board), hereafter called the "Government" is pleased to enter in a running contract on you for manufacture and supply of upgraded AAR approved Cartridge Tapered Roller Bearings complete for use on Freight stock as per details given hereunder:

**2.0 PARTICULARS OF ORDER:**

DESCRIPTION	SPECIFICATION	QUANTITY (IN Nos.)	BASIC RATE PER CTRB (₹)
PL No. - 38037361 Upgraded Class 'E' (6"x11") Cartridge Tapered Roller Bearing used on Cast Steel bogies (Narrow/Wide-Jaw) of freight stock of Indian Railway for 22.9/25T axle load application.	Indian Railways STR No. AB/RB-40-2016 (REV.2) of June, 2021 or latest Amendment, if any.	63,622	12,993/-

  
19/7/24

- 2.1 **Total Contract Value:** Rs. 97,54,35,962.28/- (Rupees Ninety Seven Crore Fifty Four Lakh Thirty Five Thousand Nine Hundred Sixty Two and Twenty Eight paise only) including GST @ 18%.
- 3.0 Price is firm and on F.O.R. Jamshedpur basis. No price variation is applicable.
- 4.0 Price indicated in Para 2.0 above is exclusive of GST @ 18% and extra GST @ 18% will be reimbursed against documentary evidence, as may be legally applicable at the time of dispatch. The firm will submit certificate duly signed by Chartered Accountant/Cost Accountant. The firms will submit the following certificate with their bills for payment:
- "We hereby declare that additional set offs/ input tax credit 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."*
- 5.0 **Entry, Exit Tax/Octroi Duty:** The purchaser will not bear any Octroi charges, entry tax, exit tax etc. and if required, only Octroi exemption certificate will be issued by the Consignees.
- 6.0 **TERMS AND CONDITIONS:** The contract shall be governed by Indian Railway Standard Conditions of Contract, conditions indicated in the Bid Document in so far as these are not inconsistent with the conditions given in the contract:
- 7.1 **PLACE OF DELIVERY** : F.O.R. - JAMSHEDPUR.
- 7.2 **PLACE OF MANUFACTURE** : JAMSHEDPUR.
- 7.3 **PAYING AUTHORITY** : PFA (RBC), Eastern Railway, Kolkata.
- 7.4 The above order is also subject to the following:
- (i) You will get your drawings & Quality Assurance plan (QAP) approved by RDSO before commencement of supply against this contract.
  - (ii) All references, clarifications, amplifications regarding technical matters pertaining to specifications, drawings, design etc. as required by Director General, RDSO, Manak Nagar, Lucknow may be furnished to them.
  - (iii) The payments for supplies will be made only after receipt of the complete sets and not in parts.
  - (iv) In terms of the STR, initial greasing must be done. All conditions of STR should be accepted unconditionally and complied with.
  - (v) You will have to comply with the clause 9 of STR in toto.
  - (vi) **MAINTENANCE MANUALS & MECHANICAL TRACING:** You will have comply with Clause 9 of STR and Maintenance manuals are also to be supplied strictly as per clause 13 of STR.
  - (vii) Any statutory variations during the original currency of the contract will be on purchaser's account.

8. **OPTION CLAUSE:** The purchaser reserves the right to increase the ordered quantity up to 30% of the ordered quantity during the currency of the contract on the same price and terms and conditions with suitable extensions in delivery period for the increased quantity.
9. **DELIVERY:** Supplies will start within one month and to be completed within 12 months from the date of placement of contract as per consignee details to be given by Railway Board.
10. **MODE OF DELIVERY:** Material to be dispatched by Road/Rail. Preferred mode of dispatch is by road.
11. **FREIGHT:** Freight (including GST) will be reimbursed against documentary evidence at  
a. Actuals, in case of rail dispatch.  
b. Lower of actual freight by road or rail freight, in case of dispatch by road.
12. **INSPECTION:** Inspection will be done by TPI agency as per Board's Circular No. 2022/RS(G)/779/8 dated 04.01.2023.
13. **TERMS OF PAYMENT:** Subject to recoveries, if any, under the Liquidated Damages Clause 0702 of the Indian Railways Standard Conditions of the Contract, payments will be made as under:-
- 13.1 **For dispatches to Zonal Railways**
- 13.1.1 95% payment for the stores or each consignment thereof will be made against Inspection Certificate and proof of dispatch. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material in good condition at consignee's end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR/ PWB may be considered as the proof of dispatch.
- 13.1.2 Balance 5%, payment will be made on receipt and acceptance of stores by the consignee, signified by granting of Receipt Note. In other words, balance 5% payment shall be made against Receipt Note.
- 13.2 **For dispatches to Wagon manufacturers**
- 13.2.1 100% of the value of the invoice will be made against inspection certificate and receipt documents issued by authorized representative of Wagon manufacturers certifying that the material has been received and accepted in good condition.
14. **PENALTY FOR DELAY IN SUPPLIES:** In case of failure on your part to arrange supplies as per the delivery schedule/installments fixed in advance, save force majeure conditions or delays attributable to Purchaser, the purchaser reserves the right to levy Liquidated Damages which shall be levied as under:

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





15. **SECURITY DEPOSIT:** The firm has furnished a Bank Guarantee No. 087GT02241910020 dated 09.07.2024 (valid up to 31.12.2025 and claim period up to 31.12.2026) issued by HDFC Bank Ltd., New Delhi in favour of M/s. Timken India Ltd. to the Paying Authority for ₹ 1,00,00,000/- (Rupees One Crore only). As and when an amendment is issued to the contract, the firm shall, within 15 (Fifteen) days of the receipt of such an amendment, furnish to the Paying Authority an amendment to the BG rendering the same valid for the contract as amended. In case of failure on your part to execute the contract, save Force Majeure conditions, the above security deposit shall be forfeited.
16. **GUARANTEE / WARRANTY:** The bearings shall be guaranteed for satisfactory performance for a period of 48 months after supply or 36 months after putting into service whichever is earlier as per clause 10 of STR. The guarantee shall cover design, material and workmanship. The contractor at his own expense shall replace the defective lot of CTRBs supplied against this contract.
- 16.1 **Bank Guarantee towards Guarantee obligation:** You will have to furnish a bank guarantee of 10% of Material value to cover your guarantee obligation. The format of the Guarantee bond is annexed. Bank Guarantee (BG) to be submitted by you should be sent directly to the concerned paying authorities by the issuing bank under Registered Post AD.
17. **PAYMENT & MAINTANCE OF ACCOUNTS:** Paying Authority indicated in para 7.3 will maintain accounts and arrange all the payments in terms of clause 2300 and 2302 of the Indian Railway Standard Conditions of the contract.
18. **PACKING:** The Cartridge Bearings shall be suitably packed to protect them against ingress of dust, dirt and moisture. The supplier will be responsible for proper packing methods and should ensure that these packing methods are adequate for handling at Indian Ports and Inland Rail/Road Transport.
19. The Contract is issued by order and in the name of the President of India.
20. Copies of the dispatch particulars of all the consignment along with copies of inspection certificate should be sent to this office.
21. Monthly Progress Report of supplies should be submitted, indicating supplies made during the month, cumulative, supplies upto the month quantities outstanding. This Progress Report should reach this office by 7<sup>th</sup> of every month.
22. No technical & commercial deviations are acceptable.
23. **FORCE MAJEURE CLAUSE:**
- 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.

24. **ARBITRATION** : The contract will be governed by the arbitration clause with amendments as specified in the Railway Board's letter No. 2018/TF/Civil/Arbitration Policy dated 12.12.2018 as per Annexure-I enclosed.
25. Other terms & conditions will be as per tender document and IRS conditions of contract.
26. Please convey your unconditional acceptance addressed to the President of India within 5 days from the date of issue of this Contract through "Principal Executive Director, Railway Stores(S), Ministry of Railways (Railway Board), Rail Bhavan, New Delhi", endorsing a copy of the same to the Paying & Inspecting Authorities as well as Chief Material Manager (BI), Eastern Railway, Kolkata. One copy of the Contract signed on each and every page as a token of acceptance should be returned to this office for record.



Yours faithfully,

  
19/7/24  
(Vipul Kanaujia)

Director, Railway Stores (W)  
For and on behalf of the President of India

No. 2024/RS(I)/874/204/1937

New Delhi, dated:19.07.2024

Copy to:

1. PFA(RBC), Eastern Railway, Kolkata. Payment may be made only after receipt of unqualified acceptance from the firm, submission of security deposit as per Clause 15.0, submission of BG towards Warranty obligation as per clause 16.1 and against submission of bills supported by the original Inspection Certificate inscribed with the words "COPY FOR PAYMANT" from RDSO and on proof of delivery/ receipt. Debits of payments made for supplies made for wagon manufacturing activity should be raised to RSP number indicated in the Supply Orders. Debits of payments made for supplies against maintenance activity should be raised to respective Zonal Railways against their indents.
2. ADAI (Railways), Mathura Road, New Delhi.
3. Director of Audit, Eastern Railway, Kolkata.

  
For Member(Finance)/Railways

No. 2024/RS(I)/874/204/1937

New Delhi, dated:19.07.2024

Copy to:-

1. CMM(BI), Eastern Railway, 3, Koilaghat Street (Top Floor), Kolkata-700001.
2. Executive Director (QA), RDSO, Manak Nagar, Lucknow-226011
3. Executive Director(Standard)/Wagon, RDSO, Manak Nagar, Lucknow.
4. Director General (I&L), RDSO, Manak Nagar, Lucknow-226011.
5. Director Standard Wagon, RDSO, Manak Nagar, Lucknow-221160.
6. Director (I&L), RDSO, 1<sup>st</sup> Floor, New Annex Building, Western Railway, Mumbai-400020. Inspection will be done by TPI agency as per Board's Circular No. 2022/RS(G)/779/8 dated 04.01.2023.
7. A/Cs.IV(BO), RS(B), F(S)I Branches of Board's office.

Yours faithfully,

  
(Vipul Karla) 19/7/24  
Director, Railway Stores (W)



**ANNEXURE-A**

Consignee particulars for the quantity of 57,269 Nos. out of 63,622 Nos. CTRBs against the subject contract.

**Consignee for Zonal Railways:**

S.No.	Railway	Quantity (Nos.)	Consignee Particulars	Indent No. & Date
1	SR	3800	DY. CMM/CSD/PER	44230194702177 dt. 17.06.23
2	WR	3007 116	DY.CMM/DHD SMM(C&W)PTRN	23233620703808 dt. 31.07.23
3	NWR	798 1888	LSD/BKN WSD/AJMER	37231945702054 dt. 28.06.23
4	WCR	5344	DY.CMM/WRS/KOTA	38232275701427 dt. 17.04.23
5	ER	4633	DY./CMM /JMP	21231043703169
		1377	DY./CMM /LLH	dt. 08.08.23
		200	SSE/BOXN/ANDL	21245008703015 dt. 28.05.24
6	SER	2983	Workshop Wagon Stores/KGP	38231505704458 dt. 05.10.23
7	SECR	352	DSD/BILASPUR	03231472701568 dt. 17.07.23
		1812	ROH/PPYD/BHILAI	
8	ECR	2293	RWSS/RAIPUR	04224569703544 dt. 04.10.23
		1371	ROH/BRWD	
9	NR	4723	BOXN/DEPOT/MGS	09222007708728 dt. 13.09.23
10	NEFR	5468	DY. CMM/JUDW	37230333703053 dt. 16.08.23
11	SWR	2293	NBQ/WORKSHOP/DE POT	38231001700810 dt. 15.05.23
12	SCR	476	DY. CMM (DSD) HUBLI	38232322700942 dt. 07.03.23
13	NCR	5880	Dy. CMM/M&G/GTPL	30231497701157 dt. 28.04.23
14	NER	2288	GSD/JHS	22231410701611 dt. 25.05.23
15	CR	90	GSD/ IZZATNAGAR	38231080705326 dt. 27.09.23
		558	SMM/D/W/KURD	
16	ECOR	151	SMM/D/BSL	03231016700690 dt. 10.03.23
		34	CRW/MCS	
		374		03231016702409 dt. 29.08.23

**Consignee for Wagon manufacturers:**

S.No.	Railway	Quantity (Nos.)	Consignee Particulars	Indent No. & Date
1	ER	800	CWM/JMP	2022/RS(B)/971/1 dt. 06.11.23 (RSP No. 900/2023-24)
2	ECR	800	CWM/SPJ	2022/RS(B)/971/1 dt. 06.11.23 (RSP No. 900/2023-24)
3	NR	800	CWM/ASR	2022/RS(B)/971/1 dt. 06.11.23 (RSP No. 900/2023-24)
4	SR	576 1984	CWM/GOC	2022/RS(B)/971/1 dt. 06.11.23 (RSP No. 900/2023-24) 2022/RS(B)/971/1 dt. 17.08.22 (RSP No. 1281/2022-23)

Consignee Railway may be changed by the purchaser before supply, if required.

*Signature*  
19/7/24



**GUARANTEE BOND (for Security Deposit and Warranty Obligation)**

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 .....2024

For ..... Bank Ltd.


