

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

No. 2025/RS(I)/874/215/1948

New Delhi, dated:07.08.2025

M/s. National Engineering Industries Limited, Khatipura Road, Jaipur - 302006.

Dear Sirs,

Sub:

Contract No. 2025/RS(I)/874/215/1948 dated 07.08.2025 for manufacture and supply of Cartridge Tapered Roller Bearings (CTRBs).

Ref:

- (i) E-Tender No. 2025RSI8741TC opened on 18.06.2025.
- (ii) Your e-offer against this tender.
- (iii) Board's Counter Offer No. 2025/RS(I)/874/1TC dated 11.07.2025.
- (iv) Your unqualified acceptance letter No. SLS AB RB CO 2025RSI8741TC dated 12.07.2025.
- (v) Copy of BG No. 0999825BG0B00102 dt. 16.07.2025 towards Security Deposit.
- In consideration of your acceptance at reference (iv) above, 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	Indian Railways STR No.	65,000	12,993/-
Upgraded Class 'E'	AB/RB-40-2016 (REV.2) of	545.0°	8
(6"x11") Cartridge	June, 2021 or latest	=	
Tapered Roller Bearing	Amendment, if any.		
used on Cast Steel bogies			
(Narrow/Wide-Jaw) of			
freight stock of Indian			-
Railway for 22.9/25T axle			
load application.			

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- 2.1 <u>Total Contract Value:</u> Rs. 99,65,63,100/- (Rupees Ninety Nine Crore Sixty Five Lakh Sixty Three Thousand One Hundred only) including GST @ 18%.
- 3.0 Price is firm and on F.O.R. Jaipur 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 <u>Entry, Exit Tax/Octroi Duty:</u> 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. JAIPUR.
- 7.2 PLACE OF MANUFACTURE : Jaipur, Gunsi (Newai), Manesar and Savil (Gujarat)
- 7.3 PAYING AUTHORITY : PFA (WC), Northern Railway, New Delhi.
- 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.

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- 9. <u>DELIVERY:</u> Supplies will start within one month and to be completed within 07 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. <u>INSPECTION:</u> Inspection will be done by TPI agency as per Board's Circular No. 2022/RS(G)/779/8 dated 04.01.2023.
- 13. <u>TERMS OF PAYMENT:</u> 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. <u>PENALTY FOR DELAY IN SUPPLIES:</u> 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 @  $\frac{1}{2}$  % (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. <u>SECURITY DEPOSIT:</u> The firm has furnished a Bank Guarantee No. 0999825BG0B00102 dated 16.07.2025 (valid up to 30.04.2026 and claim period up to 29.04.2027) issued by State Bank of India, Kolkata in favour of M/s. National

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Acumar 07/8/25 Engineering Industries Ltd. to the PFA(WC), Northern Railway, New Delhi for ₹ 4,98,28,500/- (Rupees Four Crore Ninety Eight Lakh Twenty Eight Thousand Five Hundred 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.

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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.

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Yours faithfully,

(Amit Kumar)

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

#### No. 2025/RS(I)/874/215/1948

New Delhi, dated:07.08.2025

#### Copy to:

- 1. PFA(WC), Northern Railway, Baroda House, New Delhi. 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 PAYMENT" 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, Northern Railway, New Delhi.

For Member (Finance)/Railways

No. 2025/RS(I)/874/215/1948

New Delhi, dated:07.08.2025

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### Copy to:-

- 1. CMM/G, 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, behind Shankar Market, New Delhi-110001. 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,

(Amit Kumar) 7/8/25

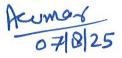
Director, Railway Stores (W

### **ANNEXURE-A**

Consignee particulars for the quantity of 65,000 Nos. CTRBs against the subject contract are as under.

## Consignee for Zonal Railways:

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S.No.	Railway	Quantity	CONSIGNEE	Indent No. & Date
1	WCR	9,257	Dy. CMM, WRS,KOTA	38242275701343 dt. 17.04.2024
2	ECOR	333	CRW/MCS	03241016700657 dt. 20.03.2024
3	NCR	3,372	GSD/JHS/NCR	38241497703132 dt. 24.07.2024
4	ER	5,617	Dy.CMM/JAMALPUR	21241043705339 dt. 09.10.2024
5	ER	2,339	Dy. CMM/ LILUAH	21241043705339 dt. 09.10.2024
6	ER	4,209	Dy.CMM/ JAMALPUR	21241534701500 dt. 04.03.2025
7	ER	-2,431	Dy. CMM/Liluah	21241534701500 dt. 04.03.2025
8	WR	1,233	DY. CMM/DAHOD	23243620700739 dt. 31.01.2025
9	WR	1,439	Dy. CMM(C&W) PRTN	23243620700739 dt. 31.01.2025
10	SER	2,632	Workshop Wagon Stores/KGP	38241505703626 dt. 05.09.2024
11	SER	3,216	Workshop Wagon Stores/KGP	38241505704806 dt. 03.12.2024
12	NR	9,019	Dy. CMM/JUDW	09232007700182 dt. 08.01.2025
13	SECR	607	DSD/Bilaspur	03241472701236 dt. 01.08.2024
14	SECR	3,083	RWSS/RAIPUR	03241472701236 dt. 01.08.2024
15	SECR	785	ROH/PPYD/Bhilai	03241472701236 dt. 01.08.2024
16	NER	916	General Stores Depot Izzatnaga	2224140702369 dt. 21.08.2024
17	ECR	675	BOXN Depot Mughalsarai	04244569702645 dt. 29.08.2024



18	ECR	1,350	ROH/BRWD	04244569702645 dt. 29.08.2024
19	SWR	381	MGSD/AP	38241001700726 dt. 26.04.2024
20	SWR	21	Dy. CMM/GSD/HUBLI	38241001700726 dt. 26.04.2024
21	SCR	5,378	Dy. CMM/M&G/GTPL	38242322702247 dt. 26.04.2024
22	CR	1,327	SMM/D/W/KURD	38231080705325 dt. 27.09.2023
23	CR	1,575	SMM/D/W/BSL	38231080705325 dt. 27.09.2023
24	NWR	1,022	LSD/BKN/NWR	
				37241945700983 dt. 20.03.2024
25	NWR	1,745	WSD/AJMER/NWR	37241945700983 dt. 20.03.2024
26	. NR	1,038	ASR	09232007703397 dt. 13.05.2025

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

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# GUARANTEE BOND (for Security Deposit and Warranty Obligation)

agreed to exempt
2. We,
3. We,
4. We,
5. We,
Dated the day of2025
For Bank Ltd.

