

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

No. RS(POL)/58/0501/5/2025/00612

New Delhi, dated: 13 .05.2025

**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 against advertised e-tender No.2025 460RR TC opened on 19.03.2025.
Ref:	(i.) Your E Bid No. 18092095 dated 18.03.2025 for Bulk supply. (ii.) Your Letter No.MCO/LDS/RAILWAYS/2025-26/TENDER/01 dated 05.05.2025.

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.

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(S. K. Verma) 13/5/25
Director, Railway stores (M)
For & on behalf of the President of India
Tele. No. 011-23073191
Email id: drsm@railnet.gov.in
3rd floor, Room No. 363, Rail Bhawan

No. RS(POL)/58/0501/5/2025/00612

New Delhi, dated: 13 .05.2025

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, CST, Mumbai
 - ii. PCMM/Eastern Railway, Fairlie Place, Kolkata.
 - iii. PCMM/East Central Railway, Hajipur.
 - iv. PCMM/East Coast Railway, Bhubaneshwar.
 - v. PCMM/Northern Railway, Baroda House, New Delhi

- vi. PCMM/North Central Railway, Allahabad.
- vii. PCMM/North Eastern Railway, Gorakhpur.
- viii. PCMM/Northeast Frontier Railway, Guwahati
- ix. PCMM/North Western Railway, Jaipur.
- x. PCMM/Southern Railway, Chennai.
- xi. PCMM/South Central Railway, Secunderabad.
- xii. PCMM/South Eastern Railway, Kolkata.
- xiii. PCMM/South East Central Railway, Bilaspur.
- xiv. PCMM/South Western Railway, Hubli.
- xv. PCMM/Western Railway, Mumbai.
- xvi. PCMM/West Central Railway, Jabalpur.
- xvii. PCMM/ Chittaranjan Locomotive Works, Chittaranjan
- xviii. PCMM/ Integral Coach Factory, Chennai
- xix. PCMM/ Banaras Locomotive Works, Varanasi
- xx. PCMM/Modern Coach Factory, Raebareli
- xxi. PCMM/Rail Coach factory, Kapurthala
- xxii. PCMM/Patiala Locomotive works, Patiala
- xxiii. PCMM/Kolkata Metro, Kolkata

4. M/s Indian Oil Corpn. Ltd., (Mktg Coordination) 11th Floor 1, Sri Aurobindo Marg, Yusuf Sarai, New Delhi – 110 016.

(S.K.Verma) 17/05/25

Director Railway Stores (M)

No. RS(POL)/58/0501/5/2025/00612

New Delhi, dtd. 13 .05.2025

Copy forwarded to:

1. Paying Authority:

- i. PFA/Central Railway, CST, Mumbai.
- ii. PFA/Eastern Railway, Fairlie Place, Kolkata.
- iii. PFA/ East Central Railway, Hajipur.
- iv. PFA/ East Coast Railway, Bhubaneshwar.
- v. PFA/Northern Railway, Baroda House, New Delhi.
- vi. PFA/North Central Railway, Allahabad.
- vii. PFA/North Eastern Railway, Gorakhpur.
- viii. PFA/Northeast Frontier Railway, Guwahati
- ix. PFA/North Western Railway, Jaipur.
- x. PFA/Southern Railway, Chennai.
- xi. PFA/South Central Railway, Secunderabad.
- xii. PFA/South Eastern Railway, Kolkata.
- xiii. PFA/South East Central Railway, Bilaspur.
- xiv. PFA/South Western Railway, Hubli.
- xv. PFA/Western Railway, Mumbai.

- xvi. PFA/West Central Railway, Jabalpur.
- xvii. PFA/ Chittaranjan Locomotive Works, Chittaranjan
- xviii. PFA/ Integral Coach Factory, Chennai
- xix. PFA/ Banaras Locomotive Works, Varanasi
- xx. PFA/Modern Coach Factory, Raebareli
- xxi. PFA/Rail Coach factory, Kapurthala
- xxii. PFA/Patiala Locomotive works, Patiala
- xxiii. PFA/Kolkata Metro, Kolkata

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

 13/5/25

For Member (Finance)/Railway Board

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

No.RS(POL)/58/0501/5/2025/00612

New Delhi, dated: 13.05.2025

**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 against advertised e-tender No.2025 460RR TC opened on 19.03.2025.
Ref:	(i.) Your E Bid No. 18092095 dated 18.03.2025 for Bulk supply. (ii.) Your Letter No.MCO/LDS/RAILWAYS/2025-26/TENDER/01 dated 05.05.2025.

I am to inform you that your above referred offer against e-tender No.2025 460RR TC opened on 19.03.2025, 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)/58/0501/5/2025/00612 dtd. 13 .05.2025.
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. : 022-26447989
4. Purchaser's references : Railway Board's e-Tender No.2025 460 RR TC opened on 19.03.2025.
5. Contractor's offer No. and othe References : (i.) Your E Bid No. 18092095 dated 18.03.2025 for Bulk supply.
(ii.) Your Letter
No.MCO/LDS/RAILWAYS/2025-26/TENDER/01 dated 05.05.2025.
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.

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7. Particulars of orders 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- returnable MS Barrel. (Unified PL. No. 80010349)	Servo Syn Gear 460 RR	3,20,648	578.00/-	682.04/-

- (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 Authorized officers of Railways (Direct Demanding Officers) within one year from the date of issue of RGC.
 - (iv) **Delivery**: To commence within 30 days from the placement of supply orders on pro-rata basis within validity period of supply order and to be completed within twelve months from the date of issue of RGC.
7. The prices are firm and fixed.
 8. **F.O.R. & Freight** : F.O.R. Destination.
 9. Discount : Nil.

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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.
- vi. The price quoted by the tenderers should take into account the credit availed on inputs under the GST scheme, introduced with effect from 01.04.2000. 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. The declaration given by firm should be verified by the Chartered Accountant.
- vii. In the event of additional GST 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 GST 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 GST 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. Aforesaid declaration should be duly verified by the Chartered Accountant of the firm.



11. **Packing:**

- a) The gear case oil shall be supplied in new, sound, non-returnable steel drums/barrels in 208/210 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 208/210 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) **Coverage:**

- (a) In case of emergent requirement by the Zonal Railway/PSU for coverage of the additional quantity, being the essential item for safe operations of trains, the transfer from one consignee railway to other consignee railway appearing in the subject Running contract may be done with the approval of nodal officer of store directorate of Railway Board. In such transfer of quantity there is no financial implication as the rates of the item are F.O.R destination.

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- (b) However, in the proposals where quantity is proposed to transfer to such consignee which is not included in the list of dispatch of Running Contract, the approval of TC member of store Directorate with concurrence of Railway Board Finance (Stores) may be obtained before issuing the Amendment in the subject Running Contract.

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.

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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. 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 (M), 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.

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23. **Acknowledgement:**

Please convey your unconditional acceptance as in Performa indicated in Annexure-V addressed to the President of India through Director Railway Stores (M), 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.


(S.K. Verma) 13/05/25

Director Railway Stores (M)
For & on behalf of the President of India

DA: Annexures I to V.

ANNEXURE – I

**Schedule of despatch of Gear Case Oil, Servo Syngear 460 RR against RGC No.
RS(POL)/58/0501/ 5/2025/00612 dt. 13.05.2025 on M/s IOCL, New Delhi**

S. No.	Quantity Required in liters	Railway	Indent No. & date
1	20502	PCMM/Central Railway, Mumbai	80242240703726 dtd. 17.07.2024 80245024703783 dtd. 22.07.2024 80245025703837 dts. 23.07.2024
2	36831	PCMM/Eastern Railway, Kolkata	05241228704670 dtd. 29.08.2024 05241228705701 dtd. 23.10.2024
3	33767	PCMM/East Central Railway, Hajipur	11230006702145 dtd. 17.07.2024
4	22749	PCMM/East Coast Railway, Bhubaneswar	8244739701646 dtd. 18.07.2024
5	22085	PCMM/Northern Railway, New Delhi	04240050708458 dtd. 07.11.2024
6	26375	PCMM/North Central Railway, Allahabad	80241029703713 dtd. 23.08.2024
7	3990	PCMM/North Eastern Railway, Gorakhpur	212300867022842 dtd. 23.09.2024
8	8940	PCMM/North Frontier Railway, Guwahati	80240002703046 dtd. 05.07.2024
9	20978	PCMM/North Western Railway, Jaipur	80231007700612 dtd. 22.02.2024
10	17230	PCMM/Southern Railway, Chennai	06241123703679 dtd. 29.07.2024 06241135704332 dtd. 26.08.2024
11	25556	PCMM/South Central Railway, Secunderabad	80241209702745 dtd. 08.05.2024 80241209707097 dtd. 17.12.2024
12	33263	PCMM/South Eastern Railway, Kolkata	80243035703359 dtd. 22.08.2024
13	16170	PCMM/South Eastern Central Railway/Bilaspur	08241515701393 dtd. 16.08.2024
14	174	PCMM/South Western Railway, Hubli	80241018701513 dtd. 22.07.2024
15	32038	PCMM/West Central Railway, Jabalpur	80241047702985 dtd. 12.09.2024
Total	320648		

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SPECIAL CONDITIONS OF THE CONTRACT

1. OPTION CLAUSE:

The purchaser reserves the right to increase 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:

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- 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.

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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.

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ANNEXURE – V

We unconditionally accept the contract No. RS(POL)/58/0501/5/2025/00612 dtd.
13.05.2025 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 _____

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