

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

No. 2024/RS(I)/874/202/1935

New Delhi-110001, Dated:27.06.2024

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

Dear Sirs,

Sub: Contract No. 2024/RS(I)/874/202/1935 dated 27.06.2024 for manufacture and supply of Grease Seals for application on AAR Standard Class 'E'(6"x11") bearings to RDSO specification WD-50-MISC-2007 of October,2007 or latest.

Ref: (i) E-Tender No. 2024RS(I)8742TC opened on 16.04.2024.
(ii) Your e-offer against this tender.
(iii) Board's Counter offer No. 2024/RS(I)/874/2TC dated 10.06.2024.
(iv) Your unqualified acceptance letter No.TIL/KT/R.Board/GreaseSeal/ 2024 /1 dt. 12.06.2024.
(v) Copy of BG No. 087GT02241700003 dated 18.06.2024 towards Security Deposit.

1.0 Ministry of Railways (Railway Board), on behalf of the President of India, acting through the Principal Executive Director, Railway Stores (S), are pleased to place an order on you for manufacture and supply of Grease Seal as per details given hereunder:

PARTICULARS OF THE ORDER:

Description	RDSO Specification	Qty. in Nos.	Price (Rs.)per Grease Seal inclusive of GST@ 18%
PL No. 38037452 Grease Seal for AAR Standard Class 'E' (6"x11") Bearings used on CASNUB bogies of freight stock.	WD-50-MISC-2007 of October 2007 or latest amendments, if any.	3,25,841	279.07

Note: (i) Material should be supplied strictly as per RDSO specification
(ii) Firm's offer: To be manufactured by J.K. Fenner (India) Ltd., Patancheru as per Firm's offer: Timken Part No. K-86861 confirming to AAR specification M-959-2007 or latest revision.




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TOTAL VALUE OF THE CONTRACT: Rs. 9,09,32,447.87/- (Rupees Nine Crore Nine Lakh Thirty Two Thousand Four Hundred Forty Seven and Eighty Seven Paise only) inclusive of GST @18%.

1.1 GST will be reimbursed against documentary evidence.

1.2 The firm will submit following certificate with their bills for payments:

"We hereby declare that additional set offs/input tax credit to the tune of Rs. ____ has accrued and accordingly, the same is being passed on the purchaser and to that effect, the payable amount may be adjusted".

1.3 Any statutory variation within the original contractual delivery period of the contract will be on purchaser's account.

2.0 **OTHER LOCAL TAXES:** Any other local taxes like Entry tax or Octroi will be on supplier's account, Consignee will issue Octroi Exemption Certificate only, if required.

2.1 The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misappropriation of law or misclassification.

3.0 Packing, freight charges upto the destination and insurance will be borne by the contactor.

4.0 **TERMS AND CONDITIONS:** The contract shall be governed by Indian Railway Standard Conditions of the Contract in so far as these are not inconsistent with the conditions mentioned here.

4.1 **PLACE OF DELIVERY** : F.O.R. – DESTINATION

4.2 **PLACE OF MANUFACTURE:** : J.K. Fenner (India) Ltd., Plot no. 4&22, Phase-IV, IDA, Patancheru-502319.

4.3 **PAYING AUTHORITY** : PFA/RBC, Eastern Railway, Kolkata

5.0 **OPTION:** The purchaser reserves the right to increase the quantity by 30% of the ordered quantity during the currency of the contract. Delivery Period for the increased quantity will be extended suitably.

6.0 Material should be supplied as per approved Quality Assurance Programme (QAP).

6.1 The contractor shall provide without any extra charges all materials, equipment, tools, labour for test of every kind which the purchaser, or his nominee may consider necessary for any test/examination which he or his nominee shall require to be made on the contractor's premises and contractor shall pay all cost attendant thereof.

6.2 No commercial/technical deviations are permitted.

7.0 **DELIVERY:** Supplies of Grease Seals shall be completed latest within 9 months from the date of placement of contract.

7.1 The above delivery schedule is subject to purchaser's right to increase/decrease the monthly rate of supply.



7.2 In case of failure on the part of supplier 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:

Liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the price of any stores per week or part of the week during which delivery is accepted (including elements of taxes, duties freight etc.) which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of ten percent of value of the delays supplies.

7.3 Upper limit for recovery of Liquidated Damages in Supply Contracts will be 10% (ten percent) of value of delayed supplies irrespective of delays, unless otherwise provided, specifically in the contract.

7.4 **MODE OF DESPATCH:** By road and the following conditions will be applicable:

- (i) Transit risk insurance cover while the materials are in the course of transit from the works of the firm to the consignee would be at the cost of the firm.
- (ii) Date of delivery at destination will be date of receipt of material by consignee.
- (iii) Freight upto destination will be borne by the firm.

7.5 Copies of dispatch particulars of all the consignment along with copies of inspection certificate should be sent to this office.

7.6 Monthly progress report of supplies should be submitted indicating supplies made during the month, cumulative supplies upto the month and quantity outstanding. The progress report should reach this office by 7th of every month.

7.7 Consignee particulars are at Annexure-A.

8.0 **TERMS OF PAYMENT:** Subject to recoveries, if any, under the liquidated damages clause 0702 of the IRS Conditions of the Contract, payment will be made as under:

"95% payment will be made against proof of inspection and receipted challan issued by Gazetted Officer of the consignee and balance 5% after Receipt Note and acceptance of the material in good condition by the consignee."

9.0 **PAYMENT AND MAINTENANCE OF ACCOUNTS:** Paying Authority indicated in Para 4.3 will maintain account and arrange all the payments in terms of clause 2300 and 2302 of the Indian Railway Standard Condition of the Contract.

10.0 **SECURITY DEPOSIT:** Copy of BG No. 087GT02241700003 dated 18.06.2024 towards Security Deposit for Rs. 45,46,630/- (Rupees Forty Five Lakh Forty Six Thousand Six Hundred Thirty only) towards Security Deposit addressed to PFA(RBC), Eastern Railway, Kolkata received. The validity of BG is upto 12.09.2025 and claim period is upto 12.09.2026.

11.0 **GUARANTEE/WARRANTY:** The Grease Seal shall be guaranteed for satisfactory performance for a period of 48 months after supply or 36 months after putting in service, which ever is earlier. The guarantee shall cover design, material, workmanship etc. as per clause 11 of RDSO specification WD-50-MISC-2007.

11.1 The tenderer will have to furnish a Bank Guarantee at the time of claiming payment for an amount equal to 10% of the contract value to cover their warranty/guarantee obligation with the Paying Authority, in a format acceptable to the Paying Authority. Bank Guarantee should be sent directly to the concerned Paying Authority by the issuing Bank under registered post AD. A copy of the same should be sent to this office.

11.2 In the event of any claim under the Warranty/Guarantee Clause, recovery can be made from any outstanding dues against this contract or any other contract in respect of which, the president of India is the Purchaser.

12.0 **INSPECTION:** Inspection will be done by Third Party Insection (TPI) Agency as per Board's Circular No. 2022/RS(I)/RS(G)/779/8 dated 04.01.2023. At least four weeks' notice must be given to the Inspecting Authority to enable them to arrange inspection.

12.1 The cost of the test at Government Test House or others institutions will be on Contractor's account.

12.2 Any developmental charges will also be to contractors account for developing this item.

13.0 The inspection will be carried out as per RDSO's technical specification and inspection procedure and testing schedule to be decided by RDSO in consultation with the contractor.

13.1 The inspection of Grease Seal during various stages of manufacture as well as complete assembly shall be carried out by Director General/RDSO in consultation with the contractor.

14.0 The field trial performance of the Grease Seal, if any, will be monitored and evaluated by RDSO.

15.0 To maintain control on quality, the contractor will furnish two copies of their Quality Assurance Plan (QAP) to facilitate periodic quality audits by Inspecting Agency.

16.0 It will be the responsibility of the Contractor to supply the complete equipment as per specifications and ensure the performance when fitted. He will also be responsible for providing all assistance at the time of installation and testing of equipment.

17.0 The contract is issued by order and in the name of the President of India.

18.0 Three copies of the contract are enclosed. Two copies of the contract duly signed by the Contractor or on his behalf by his duly authorized representative with each page initialed be returned within 15 days from the date of issue of this contract to the Principal Executive Director, Railway Stores (Steel), Ministry of Railways (Railway Board), Rail Bhawan, New Delhi and the Paying Authority.



Yours faithfully,



(Vipul Kanaujia)

Director, Railway Stores (Wagon)
For & on behalf of the President of India.

No. 2024/RS(I)/874/202/1935

New Delhi-110001, Dated:27.06.2024

Copy to:

1. PFA/RBC, Eastern Railway, Kolkata (with 2 spares) for information and necessary action in terms of Para 1.0, 1.1, 1.2, 7.0, 8.0, 9.0, 10.0 & 11.0 of the subject contract read with other relevant clauses. Payment may be released only on receipt of unqualified acceptance from the firm, Security Deposit, BG towards Guarantee/Warranty and against submission of bills supported by the Original Inspection Certificate inscribed with the word "Copy For Payment" from RDSO and on proof of delivery/receipt.
2. ADAI (Railways), Mathura Road, New Delhi.
3. Director of Audit, Eastern Railway, Kolkata.


For Member(Finance)/Railways

No. 2024/RS(I)/874/202/1935

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Copy to:

1. Principal Chief Material Manager, All Indian Railways.
2. Principal Chief Mechanical Engineer, All Indian Railways.
3. Director General, RDSO, Manak Nagar, Lucknow (2 spares).
4. Executive Director/Standard (Wagon), RDSO, Manak Nagar, Lucknow.
5. Executive Director (QA), RDSO, Manak Nagar, Lucknow.
6. Director (I&L), RDSO, 1st floor, New Annexe Building, Western Railway, Mumbai-400020. Inspection may be undertaken only after receipt of unqualified acceptance from the firm and to inscribe the words "COPY FOR PAYMENT" on the original copy of the certificate and on all others "COPY NOT FOR PAYMENT."
7. GSD/JHS, NCR, Workshop Wagon Stores/KGP, SER, Dy. CMM WRS KOTA, WCR, (BKN-LOCO, WSD/AII), NWR, (Wagon Stores Depot Ajmer, Wagon Stores Depot Bikaner), NWR, Dy. CMM/NBQ, NFR, (Dy. CMM/LILUAH, Dy. CMM/JAMALPUR)ER, (MGSD/AP, MECH STORES DEPOT-UBL),SWR, SSE/WAGON/SHOP/PWP, SR, MECHANICAL & GENERAL/GTPL, SCR, General Stores Depot Izzatnagar, NER, Dy. CMM/JUDW, NR.
8. A/Cs.IV(BO), F(S)I and M(N) Branches of Railway Board.


(Vipul Kanaujia)
Director, Railway Stores (Wagon)

ANNEXURE-A

Consignee particulars for the quantity of 3,25,841 nos. Grease Seals against the subject contract are as under:

S.No.	Railway	Quantity	Consignee Particulars	Indent No. & date
1	NCR	1738 35419	GSD/JHS/NCR	30221495701512 dt. 10.05.22 30231495701523 dt. 30.05.2023
2	SER	63489	Workshop Wagon Stores/KGP	38231506700612 dt. 25.01.23
3	WCR	1600 42522	Dy. CMM,WRS,KOTA	38220022701111 dt. 27.05.2022 38230022701308 dt. 05.04.23
4	NWR	2621 2958	BKN-LOCO WSD/AII	30221855703212 dt. 26.09.22
5	NWR	25307 20881	WAGON STORES DEPOT AJMER WAGON STORES DEPOT BIKANER	37231855704197 dt. 16.10.23
6	NFR	22643	Dy. CMM/NBQ	37230617702905 dt. 08.08.23
7	ER	16539 31380	Dy.CMM/LILUAH Dy. CMM/JAMALPUR	21231004703170 dt. 08.08.2023
8	ER	11113	Dy. CMM/LILUAH	21241004701088 dt. 22.02.2024
9	SWR	3653 5442	MGSD/AP MECH STORES DEPOT-UBL	38231065700366 dt. 16.02.23
10	SR	1286	SSE/WAGON/SHO P/PWP	44245007700741 dt. 23.02.24
11	SCR	26900	MECHANICAL & GENERAL/GTPL	38231039701544 dt. 28.03.23
12	NER	872	General Stores Depot Izzatnagar	22231409701663 dt. 29.05.23
13	NR	8278 1200	Dy. Chief Material Manager/JUDW	09222008707505 dt. 03.08.23 09212008701824 dt. 28.03.2022

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


27/05/24