

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

No. RS (POL)/58/0504/2023/00597

New Delhi, Dt **27.09.2023**

M/s. Indian Oil Corp. Ltd.,
Indian Oil Bhavan,
G-9, Ali Yavar Jung Marg,
Bandra (East), Mumbai – 400 051

Sub:	Board's Running Contract of even number for supply of Branded Crank Case Lube Oil (for Diesel Locos) for the period of one year from the date of issue of RGC against advertised e-tender No.2023 CCLB TC opened on 20.06.2023.
Ref:	1. Your Bid against e-Tender No. 2023 CCLBTC opened on 20.06.2023 (Post-RA, Post negotiation) 2. Board's Advance Acceptance letter No. RS(POL)/058/0504/2023 dated 06.09.2023.

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-26 thereof, 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.


(S. K. Verma) **27/9/23**
Director, Railway stores (M)
For & on Behalf of the President of India
Tele. No. 011-23073191
Email id: drsm@rb.railnet.gov.in
3rd floor, Room No. 363, Rail Bhawan

DA: 2 Copies of the Contract

No. RS (POL)/58/0504/2023/00597

New Delhi, Dt **27.09.2023**

Copy together with copy of the contract is forwarded to:

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

3. Indentors:

- i. PCMM/Central Railway, CST, Mumbai.
- ii. PCMM/ Eastern Railway, Kolkata.



- iii. PCMM/East Central Railway, Hajipur.
- iv. PCMM/ East Coast Railway, Bhubaneswar
- v. PCMM/Northern Railway, Baroda House, New Delhi.
- vi. PCMM/North Central Railway, Allahabad.
- vii. PCMM/North Eastern Railway, Kolkata
- viii. PCMM/ Northeast Frontier Railway, Maligaon, Guwahati.
- ix. PCMM/ North Western Railway, Jaipur.
- x. PCMM/ Southern Railway, Chennai.
- xi. PCMM/ South Central Railway, Secunderabad.
- xii. PCMM/ South Eastern Railway, Garden Reach, Kolkata.
- xiii. PCMM/ South East Central Railway, Bilaspur.
- xiv. PCMM /South Western Railway, Hubli.
- xv. PCMM/ Western Railway, Mumbai.

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

(S.K. Verma) 27/9/23
Director, Railway Stores (M)

No. RS (POL)/58/0504/2023/00597

New Delhi, Dt 27.09.2023

Copy forwarded to:

1. Paying Authority:

- i. PFA/Central Railway, CST, Mumbai.
 - ii. PFA/ Eastern Railway, Kolkata.
 - iii. PFA/East Central Railway, Hajipur.
 - iv. PFA/ East Coast Railway, Bhubaneswar
 - v. PFA/Northern Railway, Baroda House, New Delhi.
 - vi. PFA/North Central Railway, Allahabad.
 - vii. PFA/North Eastern Railway, Kolkata
 - viii. PFA/ Northeast Frontier Railway, Maligaon, Guwahati.
 - ix. PFA/ North Western Railway, Jaipur.
 - x. PFA/ Southern Railway, Chennai.
 - xi. PFA/ South Central Railway, Secunderabad.
 - xii. PFA/ South Eastern Railway, Garden Reach, Kolkata.
 - xiii. PFA/ South East Central Railway, Bilaspur.
 - xiv. PFA /South Western Railway, Hubli.
 - xv. PFA/ Western Railway, Mumbai.
2. DAI(Rlys), Railway Audit-II, Room No.222, Rail Bhavan, New Delhi.
 3. Director of Audit, Northern Railway, New Delhi.

27/9/23
For Member (Finance) /Railway Board
NR

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

No. RS (POL)/58/0504/2023/00597

New Delhi, Dt 27.09.2023

M/s. Indian Oil Corp. Ltd.,
Indian Oil Bhavan,
G-9, Ali Yavar Jung Marg,
Bandra (East), Mumbai – 400 051

Sub:	Board's Running Contract of even number for supply of Branded Crank Case Lube Oil (for Diesel Locos) for the period of one year from the date of issue of RGC against advertised e-tender No.2023 CCLB TC opened on 20.06.2023.
Ref:	1. Your Bid against e-Tender No. 2023 CCLBTC opened on 20.06.2023 (Post-RA, Post negotiation) 2. Board's Advance Acceptance letter No. RS(POL)/058/0504/2023 dated 06.09.2023.

I am to inform you that your above cited e-offer against tender No.2023 CCLB TC opened on 20.06.2023, has been accepted to the extent of items, quantities, specifications, prices and on the terms and conditions detailed hereunder:-

1. **Running Contract No.& Date** : No. RS (POL)/58/0504/2023/00597 dated 27.09.2023
2. **Purchaser** : The President of India
3. **(a) Name & Address of the Contractor** : M/s. Indian Oil Corp. Ltd., Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400 051.
- (b) Fax No.** : 022 – 26447989, 011- 26436967
4. **Purchaser's reference** : i) Railway Board's e-tender No.2023 CCLB TC opened on 20.06.2023.
ii) Board's Advance Acceptance No. RS(POL)/058/0504/2023 dated 06.09.2023.
5. **Contractor's offer No. and other reference** : i) Your Bid against e-Tender No. 2023 CCLBTC opened on 20.06.2023 (Post-RA, Post negotiation)
6. **Conditions Governing** : TE & IRS Conditions of contract as amended to date including Arbitration Clause 2900, read with conditions of Contract including Annexures II to IV.



7. Particulars of order and prices:

BRANDED CRANK CASE LUBE OIL (FOR DIESEL LOCOS)

Item S. No.	Description of Stores	Specifications	Unified PL No.	Base Qty (In Kls)	Basic Rate (Rs. Per ltr.)	All inclusive rate (Rs. Per ltr.) FOR destination basis.
(1)	(2)	(3)		(4)	(5)	(6)
1	<u>MULTI GRADE OIL</u> SERVO-RR-606 MG (PLUS) II	Proprietary Brand, Meets IOC's controller Specns as per note (vi)	80014318	3839 (BULK- Free from assured off-take) 1739 (BULK – under assured off-take)	134.00/- (BULK)	158.12 (BULK)

Note: The prices stipulated above are F.O.R destination rates. Validity of RGC is one year from the date of issue of RGC within which covering supply orders can be placed by Direct Demanding Officers. Statutory Variation Clause will be applicable.

- (i) Destination delivery price is inclusive of GST will be Rs.158.12/ltr. for Bulk supply. Present rate of GST included in rate is @18.00%
 - (a) Destination delivery price is inclusive of GST and the same is applicable irrespective of the product supply from any Lube Blending Plant situated in any part of India, For the purpose of PVC, the basic price of product is to be back calculated taking present GST 18.00% from the destination delivery price. With this back calculation for the purpose of PVC, basic price of product works out as Rs.134.00 per ltr. for supply in bulk supply condition with base month March,2023. Updated basic price as per PVC formula will then be loaded with GST 18.00% to work out all inclusive rate.
- (ii) Rights are reserved to cancel the allocations in RGC, if decided to use more cost effective lubricants.
- (iii) Delivery commencing within 30 days upon receipt of supply – orders. Monthly rate of supply on pro-rata basis.
- (iv) Free bulk storage-cum-dispensing facilities will be provided/maintained by contractor, free of cost.
- (v) Railways allowed to draw supplies in packed condition in lieu of Bulk supplies where the exigencies of situation so require.

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- (vi) The stores against item no. (1) shall conform to Specifications / Characteristics as under:

S.No	Characteristic	Test method	Limits
1	Appearance	Visual	Clear
2	ASTM Colour,Max	D-1500	8.0 Max.
3.	Kinematic Viscosity@ 100 deg C, cST	D-445	15.5-16.3
4	Viscosity Index	D-2270	110 Min.
5	Pour Point deg C.	D-97	Minus(-)21 Max.
6	Flash Point (COC) degC.	D-92	200 Min
7	Total Base No.,mg KOH/gm	D-2896	10.5-12.5
8	Sulphated Ash %wt.	D-874	1.30 - 1.42
9	Foaming Characteristics Tendency/stability,ml of foam, max Sequence I Sequence II Sequence III	D-892	10/Nil 50/Nil 10/Nil
10	CCS cP max	D-5293	9500 @ -15deg C
11	Sulphated Ash %wt min-max	D-874	1.30 - 1.42
12	Zinc % wt min-max	D-5185	0.030 to 0.034
13	Phosphorous % wt min-max	D-5185	0.028 to 0.030
14	Calcium % wt min-max	D-5185	0.0360 to 0.400
15	Silica ppm	AAS	10 max
16	Sodium ppm	AAS	30 max

8. **Prices:** The prices are with price variation as per formula given below. Base month for PVC is March,2023.

- 8.1 For determination of basic rate applicable for PVC Formula, back calculation results in basic rate of Rs.134.00 per ltr. for bulk supply with base month March,2023. Updated basic price as per PVC Formula, will then be loaded with GST @18.00% to workout all inclusive rate.

$$P1 = PQ + 0.835x (B01 * EXRATE1 * (1 + CUSDUTY 1/100) - BOQ * EXRATEQ * (1 + CUSDUTY Q/100)) * 0.8977x0.001$$

Where

P1= Basic price of finished product applicable for a quarter in Rs/Ltr

PQ =Basic price of finished product in the previous quarter in Rs/Ltr.

BOQ,CUSDUTYQ =International price of base oil SN500 on FOB Asia (Export)basis in USD /MT as per average ICIS LOR quote for the first 2 weeks of the month preceding the previous quarter & %age customs duty at that that time.

Q 3 (July – September) and Q4 (October- December)

KL/Ltr conversion factor= 0.001

11. Siding & Shunting Charges:

The prices are inclusive of siding & shunting charges and the same shall be borne by the supplier.

12. Packing:

- a) Lubricating oils (packed) will be supplied in new sound, non-returnable 1.25 mm thickness Grade-‘A’ steel drums, type-2 of 200/210 ltrs capacity conforming to IS: 1783 (Part – I) – 1993.
- b) The supplies in bulk shall be in tank wagons/Tank lorries. The supplies in tank wagons shall be in multiples of 22.5 Kls & if any part qty is left over after completion of the ordered qty, the same shall be treated as foreclosed.
- c) 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.
- d) Product (packed) will be delivered in full drums of 200/210 ltrs only & balance if any, will be treated as cancelled or will be rounded-off to cover one full drum.

13. Marking:

- i) Marking on the drums/cases will be as desired by the purchaser/ISI standard Trade Mark
- ii) The description of stores will be stenciled on such containers or package where possible and marking will be as per clause 5.2 of IS:720/86.
- iii) Date/year of manufacture.
- iv) Name of manufacturer.
- v) Shelf life etc. as per practice.

14. Delivery:

- (a) Terms of delivery:- Free delivery upto destination basis
- (b) 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 date 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 despatched immediately on receipt of supply-orders. The firm should ensure that every individual consignee gets his monthly quota irrespective of the total order hand with them.
- (c) The date of receipt of material by consignee(s) will be taken as date of delivery.



- (d) 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.

14.1 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.
- (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 proposal should be initiated by store Directorate with concurrence of Railway Board Finance (Stores) and Tender Accepting Authority (TAA) approval may be obtained before issuing the Amendment in the subject Running Contract.

15. Inspection :

- (a): The products on this Running Contract will be accepted on the basis of quality assurance programme of the firm. No third party pre-inspection will be carried-out before despatch. Products will be accepted on firm's furnishing a certificate on the invoices that 'Product meets with IS and contract specifications' to be signed by authorised officer of the supplier.
- (i): The certificate furnished by the firm shall explicitly confirm the following in respect of each batch:

SN	Characteristic	Test method	Limits
1	Appearance	Visual	Clear
2	ASTM Colour,Max	D-1500	8.0 Max.
3.	Kinematic Viscosity@ 100 deg C, cST	D-445	15.5-16.3
4	Viscosity Index	D-2270	110 Min.
5	Pour Point deg C.	D-97	Minus(-)21 Max.
6	Flash Point (COC) degC.	D-92	200 Min
7	Total Base No.,mg KOH/gm	D-2896	10.5-12.5
8	Sulphated Ash %wt.	D-874	1.30 - 1.42
9	Foaming Characteristics Tendency/stability,ml of foam, max Sequence I Sequence II Sequence III	D-892	10/Nil 50/Nil 10/Nil
10	CCS cP max	D-5293	9500 @ -15deg C

Signature

Signature 8

11	Sulphated Ash %wt min-max	D-874	1.30 - 1.42
12	Zinc % wt min-max	D-5185	0.030 to 0.034
13	Phosphorous % wt min-max	D-5185	0.028 to 0.030
14	Calcium % wt min-max	D-5185	0.0360 to 0.400
15	Silica ppm	AAS	10 max
16	Sodium ppm	AAS	30 max

- (b) The purchaser may also depute his authorised representative from time to time for conducting quality Audit checks as per para 1300 of IRS conditions of contract.
- (c) Indentor/Consignee Railways to send quality performance-reports of firms, inevitably to Board's office for appraisal in respect of the stores supplied against the contract.
- (d) The shed should conduct the following test check on receipt of Engine Crank Case Lube oil at their end:

Minimum requirement	Test method	Specification & Limits Servo RR-606 M component based D1 VII HITEC 5757/ECA8586(for IOC)
Appearance	Visual	Clear
Colour	D1500	8.0 Max
Kinematic viscosity@ a) 40 ⁰ C cSt b) 100 ⁰ C cSt	D445	- 15.5.16.3
Viscosity Index	D2270	Min. 110
TBN mg KOH/gm	D2896	15-17
Flash Point COC, ⁰ C.	D92	200 Min
Moisture	Crackle	Dry
Density@15 ⁰ C, gm/ml.max	D1298	-

- (e) In case of rejection of any lot, action for rejection, recovery of amount for rejected material as well as for contaminated material etc. will be as per the terms of the contract.

16. Direct Demanding Officers :

- (a) The officers of the Railways authorised to issue supply-orders from time to time may place supply-orders directly against this contract. 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 despatch containing name of the indentors, indent number, date and the qty of the stores to be supplied are given in the Annexure - I.

17. Paying Authority:

The respective PFAs of Zonal Rlys. & Production Units will make payments for all dispatches made for supplies of stores.

18. Payment Terms:

- 18.1 As per IRS conditions of contract para 2300 with documents mentioned therein. The firm's bills shall be accompanied with original despatch documents which after payment will be forwarded to the respective consignees. However, a photocopy of despatch documents should be directly sent by the supplier to the respective consignees immediately after despatch of goods.
- 18.2 Contractor to give consent in a mandate form for receipt of payment through ECS/EFT.
- 18.3 Contractor to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.
- 18.4 Contractor to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para 18.3 above).
- 18.5 In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.
- 18.6 In case the deliveries are made through supplier's or their contractors' lorries, the bills will accompany copies of the contractors' delivery challans duly receipted by the consignee alongwith inspection certificate. Receipted delivery challans to be signed by respective Rly. Consignee(s).
- 18.7 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 from Railway Board.

19. 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 tank wagons and forward Railway receipt duly endorsing it in firm's favour. This should apply in respect of those tank



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.

20. 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.

21. Weights and Measures :

Weights/Measures as shown in the delivery/despatch documents shall be subject to Clause 22 i.e. Transit Risk.

22. Transit Risk:

- i) 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.
- ii) In case of rail consignments, the firm shall be responsible and liable for such shortage, damage or deterioration only if the consignment has been booked under "said to contain RR" as a full wagon load and the Railway seals of the wagons are found intact at the destination station. In that case a notice is to be served on the supplier by Regd. post indicating the date of the seals of the wagons being found intact and the details of shortage, damage or deterioration, as the case may be, as early as possible, but in any case before the expiry of 30 days from the date of taking delivery from the Railway.
- iii) In all other cases of rail consignments, the firm will not be responsible and liable for any shortage, loss, damage or deterioration occurring in transit and the matter will be taken up by the consignee expeditiously with the concerned Railway Administration.

23. Temperature Variation Allowance (T.V.A)-

TVA is allowed with co-efficient of expansion/contraction as 0.72 ltrs/degree centigrade/KL subject to the following conditions:

- (i) Firm certifies on invoice that billing is done for the volume at 29.5 degree centigrade.
- (ii) The coefficient of expansion/contraction adopted is as per the standard specification.

To mention on the face of the invoice which should be duly signed by Driver & Loco Shed authorised representative			
		Case 1	Case 2
Standard Temperature in Degree C	A	29.5	29.5
Invoice Quantity in Litre at Standard	B	10000	10000

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Temperature of 29.5°C			
Unloading Temp in Degree C	C	24.5	34.5
Actual Quantity receipt in Litre at Loco Shed at Unloading temperature mentioned under C	D	9900	9900
TVA in Litre=(Invoice Qty in KL X Diff in TempX0.72	$E=B \times (C-A) \times 0.72$	-36	36
Shortage of the product in liters	$F=B-G$	64	136
Net Accountable quantity in Liter for which payment is to be made	$G=D-E$	9936	9864

* Case 1 – TVA is added in case unloading temperature is less than Standard Temperature.

* Case 2 – TVA is deducted in case unloading temperature is more than Standard Temperature.

2. For the calculation in the above format Oil Companies to put in rubber stamp on the invoice itself wherein A & B to be filled by Oil Companies and other observation/calculation are to be filled in by Railway Consignee.
3. Calculation as per above formula is to be countersigned by the driver of the tank lorry with his name along with the Railways authorized Gazetted officer on the face of the invoice itself.
4. The payment should be made for the net accountable quantity as per calculation certified on the invoice by Railways Gazetted officer and no separate calculation is required to be submitted by Oil Companies.

24. Procedure for recording shortages in case of deliveries by tank lorries:

In case shortage is observed the product level in the compartment(s) would be brought up to the certified dip level by adding the product in that Compartment and the actual shortage arrived at by such topping up process separately for each Compartment by following procedure:

- i) Place tank Truck on a level ground.
- ii) Check up dips of each Compartment.
- iii) Record the shortage separately Compartment-wise, by adding product in the Compartments; where the dip level is less. The quantity required to bring the product upto the correct dip level, will be the shortage in that compartment.
- iv) Compartmentwise shortage will be recorded on all copies of the Challan and Tank drivers' signature obtained on the same.

25. 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

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should also be endorsed to the paying authority and the controller of stores of each consignee Railway.

26. Acknowledgement:

Please convey your unconditional acceptance as in Performa indicated in Annexure-V addressed to the President of India through Joint 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) 27/09/23

Director, Railway Stores (M)

For & on behalf of the President of India

DA: Annexures I to V.



ANNEXURE-I

Schedule of Despatch of Branded Crank Case Lube Oils (for Diesel Locos) against RGC
No.RS(POL)/58/0504/2023/00597 dated 27.09.2023 on M/s IOC Ltd., Mumbai.

SERVO RR-606 (MG) PLUS-II

S.No.	Quantity Reqd (Kls)	Indentors	Indent No. & date.	Bulk locations
(1)	(2)	(3)	(4)	(5)
1	174	PCMM/CR, Mumbai	80223799704284 dt 05.09.2022	Kurla, Pune, Kalyan, Kurdwadi, Parel
2	148	PCMM /ER, Kolkata	0522105701545 dt. 26.04.23	JMP, BWN, UDL, JMP/DSL
3	157	PCMM/ECR, Hajipur	draft indent no. 11227134.7. dt	MGS, PTRU, SPJ
4	381	PCMM /ECOR Bhubaneshwar	08224078701759 dt. 28.07.2022	VSKP
5	356	PCMM /NR, New Delhi	04220018707344 dt. 22.11.2022	CB/LKO, LDH, TKD, SSB Alambagh, KALKA
6	108	PCMM /NCR Allahabad.	80211011700290 dt 27.01.2022	JHANSI, AGRA CNTT.
7	97	PCMM/NER	212220087702767 dt. 10.11.2022	GD, IZN
8	829	PCMM /NFR, Maligaon, Guwahati	80220006702396 dt. 05.09.2022	MLDT, NEW GUWAHATI, LMG, SILIGURI
9	615	PCMM/NWR, Jaipur	80221017700545 dt. 09.03.23	BGKT, ABU Road, Phulera
10	367	PCMM /SR Chennai	06221013702279 dt. 22.08.2022	PER, MSD/GOC, DSSD/ GOC, ED TNP, ERS
11	871	PCMM /SCR Secunderabad	80221007705394 dt. 14.11.2022	KZJ, GTL, GY, MLY, BZA
12	49	PCMM /SER Kolkata	80223043702731 dt 27.06.22	BKSC, BNDM, KGP/Shed, KGP(WS)
13	119	PCMM /SECR Bilaspur.	08221014701762 dt 21.07.22	Raipur, Nagpur.
14	972	PCMM /SWR, Hubli	80221008701751 dt. 15.11.2022	Krishnarajpuram, Hubli
15	335	PCMM/WR, Mumbai.	24222512705107 dt. 06.10.2022	Mahalaxmi, SBI, VTA, GIM, RTM, MHW, PRTN
Total	5578			



ANNEXURE – II

ADDITIONAL CONDITIONS GOVERNING THE CONTRACT

1. SUPPLY – ORDERS: Railways should place supply-orders complete in all respects and the same should be placed on the Divisional office of the supplier with a copy endorsed to their Head Office at Mumbai . The supply-orders should be placed at least 60 days prior to the date of expiry of the Running Contract. Addresses of M/s IOC Ltd., where supply-orders may be placed by the indentors/DDO(s).

- 1) Chief Lube Mktg Manager,
M/s. Indian Oil Corpn. Ltd.,
Northern Region, Indian Oil Bhavan,
Shree Aurbindo Marg, Yusuf Sarai,
New Delhi – 110016.
- 2) General Manager (Mktg Coordination),
M/s Indian Oil Corpn. Ltd.,
Eastern Region, 2, Gariahat Road (Dhakuria),
Kolkata – 700068 (WB)
- 3) Chief Lube Mktg. Manager,
M/s Indian Oil Corpn. Ltd.,
Western Region, 254-C,
Dr. Annie Besant Road,
Prabha Devi,
Mumbai 400 025 (MH)
- 4) Chief Lube Mktg. Manager,
M/s. Indian Oil Corpn Ltd.,
Southern Region, Indian Oil Bhavan,
139, Nungambakkam High Road,
Chennai – 600 034 (TN)

2. Free bulk storage-cum-dispensing facilities (applicable for supplies in Bulk only):

Free bulk storage-cum-dispensing facilities will be provided/maintained by contractor, free of cost. After the supply of specified quantity of Branded Crank Case Oil for Diesel Locos, this facility will become the property of Railways without any further binding to use this facility for storage of only that company's product, which has provided the bulk storage facility.

3. Maintenance of Bulk storage and dispensing installations

Firm on whom Running Contract will be placed will undertake the proper maintenance / repair of the storage and dispensing installations / facilities including change of tank if necessary at their cost to the entire satisfaction of the consignees. Such maintenance will also include their replacement/renewal of accessories like motors, pumping units, impellers, valves and spare parts of the flow meters in the event of their normal wear and tear. The Zonal Railways, however, shall ensure the safe handling of the equipment and avoid any damage and loss due to negligence, theft etc.



- a) The Railways would prefer allocation to the firm at such locations from where supplies are being drawn by virtue of having provided bulk storage & Dispensing facilities or have been traditionally supplying for the past many years or have agreement for the supplies.

However, Railways can allott such RCDs which are free from assured off-take guarantee to any of the firm as deemed fit with provision of adequate safeguard by taking an undertaking of long term maintenance of RCDs alongwith a covering bank guarantee of 8,25,000/- for tankage upto 140 kl and Rs.575/- per kl for additional tankage, so as to cover the major repair expenditure if firms do not attend the RCDs properly due to short term business consideration.

- b) In the event of inadequate maintenance by a firm or refusal to do so, the Bank Guarantee can be forfeited by the Zonal Railway.

4. **Storage Stability:**

The supplier shall furnish following storage stability certificate in lieu of warranty. 'The various grades of Branded Lube oils offered by us through indigenous blending/manufacture are guaranteed to be suitable under normal storage conditions for atleast 12 months from the date the product is offered for inspection and will not show any signs of separation of ingredients or stratifications or loss of performance properties. It may, however, be mentioned that since these lubricants are additive bearing products, as per currently accepted trade practice, these lubricant must be stored in and every precaution should be taken to avoid contamination with water etc. during the entire period of storage. While the above stipulations will apply for all lubricating oils supplied through indigenous blending/manufacture, it is to be noted that sensitive products e.g cutting oils, transformer oils etc. should always be stored under cover. In the case of lubricants oil supplied through indigenous/blending manufacture, the following certificate may be furnished. We assure a storage stability of 6 months from the date the lubricant is stored in covered warehouse only with adequate protection from exposure to extremes of climate, exposure to rain and increase of seepage water. In case the user finds any problem through use of the lubricating oils supplied by -----

-- due to inadequate storage stability under normal storage conditions as defined above, then the supplier take the responsibility of replacing such stocks free of charge at the concerned consignee's end'.

Whilst providing the above mentioned storage stability certificate for different batches of lubricating oils supplied by the supplier to the Railways. Supplier make all other necessary investigations through mutual discussions and agreement with the user, if there is any complaint regarding the storage stability of any product within the stipulated period.

5. **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.

6. **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.

7. **Submission of Bills:**

- a) The bills will be submitted by supplier firm to the respective PFAs (nominated) of zonal Rlys./Prod. units region-wise 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 PFAs (Nominated), 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 dispatched 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 RR No.....Air way consignment note no.....dated.....has been forwarded to the consignee mentioned in the contract under registered post AD on

8. **Dispatch of Railway Receipt:** The Railway receipt shall be dispatched to Paying Authority alongwith the bill by registered post and a photocopy to consignee by ordinary post. Telegraphic advice will also be sent to consignees providing RRs and wagon nos. etc. to enable the consignee to unload the consignments.

9. **Certificate of Genuineness and Correctness of Railway receipt No. and date:**



The supplier firm will furnish the following certificate on the bills to the Paying Authority (Nominated) of the Zonal Railway/Production Unit(s), firm have examined and verified that the goods in respect of which the payment is being claimed have been actually despatched by them Under RR No. ----- dated ----- which has been forwarded to the Consignee mentioned on the contract under Registered A/D letter on ----- . The firm undertake responsibility for the genuineness and correctness of the RR Details. The responsibility in this regard will rest with the firm as the contractor.

10. Contractors are responsible for seeing that tank wagons before filling, perfectly clean and in good order, sound and suitable for the required purpose.
11. All charges on account of handling of supplies of POL products for delivery into wagons on rails at places of destinations shall be borne by the contractor.
12. The supplies are to be booked in full wagon load wherever possible.
13. In respect of supplies in tank wagons, the contractors should insist on dip-stick measurement being specified in the Railway Receipt and should also include this information in their invoices.

ALL WAGONS / TANK WAGONS SHOULD BE DULY SEALED AND LABELED BEFORE DESPATCH.

14. **Labeling of Wagons:**

The labeling of wagons before delivery/ despatch shall be carried-out by the suppliers free of all charges as below:

Tank wagons be labeled/ marked showing

- I. Consignee name and address.
- II. Contents in terms of tons or litres.
- III. Nomenclature of the stores.

15. **Arbitration:**

- 15.1 As per clause of IRS conditions of the contract revised through Railway Board's letter No. 2018/TF/Civil/Arbitration Policy dt 12.12.2018.
- 15.2 In case of any dispute in the contract with PSUs the following arbitration clause will be applicable. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India, in-charge of the Bureau of Public Enterprises. The arbitration and conciliation Act. 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 shall not be applicable to the arbitration under this clause.

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The award of the arbitrator shall be binding upon the parties to dispute, provided, however, any party agreed by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary were so authorized by the authorised by the Law Secretary whose decision shall bind the parties finally and conclusive.

16. **Option Clause:**

The purchaser may at any time during the currency of the contract, increase the ordered total quantity of each description of stores shown in the contract by not more than 30% of the ordered total quantity, at the same price, terms and conditions stipulated in the contract and the contractor shall be bound to supply the quantity so ordered according to revised delivery schedule advised by the purchaser fixed on the basis of contractual delivery schedule.

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GENERAL INSTRUCTIONS FOR INFORMATION AND GUIDANCE

1. All Railway officers including AMM, DMM, Dy CMM of Zonal Railway authorised 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-orders on the firm direct, copies of the supply orders on the contract holders should invariably be sent by Regd. 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 PFA (nominated)/Zonal Railways & PUs 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 for PFA (nominated)/Zonal Railways & PUs 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 invariable 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.

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7. Railway's requirements of lubricants 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. Copies of such supply orders placed by them on the firm should be forwarded to the PFA (nominated)/Zonal Railways & PUs 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 200/210 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 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 indenter must immediately, approach the carriers, claim for irregularity, if necessary, intimate supplier and this officer 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. Suppliers Brand name for product.
8. Quantity.
9. Unit.
10. Rate per unit to be indicated
11. Total cost to be indicated.
12. Delivery: Free delivery upto destination.
13. Delivery period.
14. Consignee and his full address
15. Mode of delivery: Free delivery upto destination basis.
16. Designation of the accounts officer of the consignee.
17. Head of account to which the cost is to be debited.
18. Remarks regarding enclosure to the S/O, if any, such as declaration form- 'D' etc.
19. Address of the supplier.
20. 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)/058/0504/2023/00597 Dated 27.09.2023 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 _____

Date:

