



सत्यमेव जयते



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

No. 2022/TK-II/22/7/3

रेलभवन, नई दिल्ली – 110001

दिनांक: 17.07.2025

Principal Chief Engineer,
All Zonal Railways.

Chief Administrative Officer/C,
All Zonal Railways.

Sub: Quality of procurement and System of monitoring of warranty claims and rejection on IREPS- UDM module

Ref: (i) Railway Board's letter of even no. dated 03.02.2025

(ii) Railway Board's letter No. 2024/TK-II/22/7/2 dtd. 23.08.24, 13.11.24 & 20.11.24

(iii) Railway Board's letter No. 2013/Tk-II/22/7/2(Gen. Policy)Pt.IV dtd. 05.01.22

The Railway Board vide letters under the above references had issued instructions to strengthen **the quality of track fittings in procurement** and for **monitoring warranty complaints, claims and rejections** through the IREPS-UDM Warranty Module as per the following key directives:

➤ **Quality of Track Fittings-**

- **Consignees' Responsibility:** Ensure procurement of defect-free, high-grade items like ERCs, liners, and rubber pads that conform to contract specifications and IRS conditions (Clause 3201).
- **Surprise Inspections:** Regular surprise inspections of Track Fittings at consignee end/ field and at manufacturing units by SAG/JAG level officers and submit objective reports to RDSO.

➤ **Utilization of UDM Module for Warranty & Rejection Monitoring-**


- **Mandatory Usage:** Based on inspections of supplied materials at consignee end/ field, Railways must actively use the Warranty complaint, warranty claim and rejection advice features of the UDM module properly to discourage any poor quality in supplies.
- **Warranty Clause Enforcement:** Railway should follow IRS warranty clause strictly on UDM to utilize the facility within the prescribed warranty period for timely action of rejection of any spurious quality.
- **Counseling and Training:** Zonal Railways to counsel all consignees for effective utilization of UDM Module and to ensure training on UDM for all consignees and officers.

2. In compliance with the above, hopefully the UDM Warranty Module system is being utilized, and the complaints & claims are being raised by the consignee for the poor quality of supplied material within the warranty period.

Zonal Railways are advised –

1. To keep monitoring the quality of material with regular and surprise inspections at consignee end by the officers of Head Quarters & Divisions so that quality of material may not be in any way contributing to maintenance requirements and desired performance of the track component could be sustained till the service life.
2. All efforts should be made for timely action (within the warranty period) for procurement of good quality material & identifying the spurious quality with desired actions timely.
3. All concerned officials should be sensitized adequately and appropriately that during inspections of high officials or otherwise, for any incident of poor-quality material, if found not raised in the system, will be viewed seriously.

The compliance of the above instructions shall be ensured.


(Anurag Kumar)
Director Track (Mod.)
Railway Board

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

No. 2022/TK-II/22/7/3

New Delhi, Date 03.02.2025

**Principal Chief Engineer,
All Zonal Railways.**

**Chief Administrative Officer/C,
All Zonal Railways.**

Sub: Quality of procurement and System of monitoring of warranty claims and rejection on IREPS- UDM module

Ref: 1. R. Bd's Letter no. 2024/TK-II/22/7/2 dt. 23.08.2024, 13.11.24 & 20.11.2024
2. IRS Conditions of Contract Sep'22 Version 1.0 issued vide letter No. 2022/RS(G)/779/13(E 3402809) Dated: 21.09.2022
3. R. Bd's Letter No. 2013/TK-II/22/7/2(Gen. Policy) Pt.IV dtd. 05.01.2022

The monitoring of quality of procurement of track fitting items such as ERC, Liner and Rubber Pad etc. should be a serious matter of concern for every consignee, who is responsible to obtain highest grade, free of defects and fault and of the best material, quality, manufacture and workmanship throughout with accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly as per clause 3201 of IRS conditions of contract ref. (2) above.

For quality audit, Zonal Railways vide Board's letter at ref. (1) were already advised to continue regular surprise inspections of Track fitting manufacturers at SAG/JAG level officers and send objective inspection report to RDSO regularly.

For all procurement through UDM module on IREPS portal, the available facility of rejection module & warranty claim of UDM is an excellent tool to control the quality of supplied material and to obtain quality assured material, but it is observed that the facility is being used by very few Railways as per summary of warranty complaints of respective Railway available on UDM. IRS conditions of contract stipulate warranty clause as 30 months and facilitates to mention longer/ shorter warranty in particulars of clause 0111.

Important causes of IRS conditions of contract related to warranty claims are reiterated as under:

Clause 1502 stipulates – *"Consignees Right of Rejection"* within 90 days and further as per warranty clause no. 3200.

Clause 2201 stipulates – *"On rejection of all goods submitted for inspection at a place other than the premises of the Contractor, such goods shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of issue of intimation of such rejection by communication means detailed in clause 0202."*

Clause 2400 stipulates - *"Withholding and lien in respect of sums claimed".*

Clause 3203 (b) stipulates – *"Upon receipt of such rejection, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously repair or replace, at the option of the purchaser, the defective Goods or parts thereof, free of cost, at the ultimate destination."*

Clause 703 stipulates – *"Consequence of rejection"*

The warranty clause no. 3200 and its sub-clauses should be followed strictly and timely on UDM to utilize the facility within the prescribed warranty period and list out such contractor.

In this regard, CRIS has been organizing regular training of UDM modules. Concerned, Zonal Railways are advised to coordinate with GM/VIMS (email id: kad.rajiv@cris.org.in) for online/offline training session for nominated SSE/planning in-charge in each Division who will further organize similar session with each consignee to utilize the module regarding quality compliance within warranty period.

The reporting of warranty/rejection claim should not only be based on inspection at consignee end but should also cover the report of regular inspection conducted by the officers.

This is for needful action for ensuring strict quality compliances of all track fitting. Feedback on the matter should be submitted by all Zonal Railways within 15 days.


(Anurag Kumar)

Director Track (Mod.)

Railway Board

Tel: 011-478-45530

Copy to: (i) PED/Infra-I/RDSO for information and necessary action.

(ii) PED/RS(S) for information and necessary action.

(iii) GM/VIMS/CRIS for n.a. pls.

Room No-149, Raisina Road, Rail Bhawan, New Delhi-110001, Email id: anurag.irse05@gov.in

VERSION 1.0**0701 Progressing of Deliveries -**

The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

0702 Failure and Termination -

If the Contractor fails to deliver the goods or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: -

(a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to $\frac{1}{2}$ (half) per cent of the price of any goods (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract for each week or part of a week during which the delivery of such goods may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. Upper limit for recovery of liquated Damages in Supply Contracts will be 10 % (Ten Per cent) of value of delayed supplies irrespective of delays, unless otherwise provided, specifically in the contract, or

(b) without prejudice to the Purchaser's right to record adverse performance of the contractor for taking appropriate administrative action, ~~cancel the contract or a portion thereof and forfeit the security deposit.~~

(c) Wherever Security deposit has been exempted for any reason, levy damages from the supplier, not by way of penalty, an amount equal to Security Deposit amount, as would have been applicable had he not been an exempted vendor. These damages shall be treated as recoveries outstanding against the Contractor and dealt with accordingly.

0703 Consequence of Rejection -

If on the goods being rejected by the Inspecting Officer or Interim Consignee or Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:

i. require the Contractor to replace the rejected goods forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment

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on that or any other account, or

ii. cancel the contract for the rejected quantity and take further action as per the provision of Clause 702(b) and 702(c).

iii. Where under the contract some price is paid to the contractor for the goods so rejected, the Contractor shall be liable, in addition to his other liabilities, to refund of price recoverable in respect of the such rejected goods and to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard. The above said liability on the contractor shall arise immediately after the issue of the communication of such rejection to him.

0800 Extension of Time for Delivery

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub-contractor, though their employment may have been sanctioned under Condition 1500 hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

0801 If extension of time for delivery period is allowed by the purchaser (in cases other than refixation of Delivery period), the amendment giving such an extension shall be subject to the following conditions:

(a) Levy of liquidated damages as per Clause 0702(a)

(b) Denial clause as under:

(i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

(ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered

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transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a Railway Administration or other carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

1502 Consignees Right of Rejection —

Notwithstanding any approval which the Inspecting Officer may have given in respect of the goods or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the goods where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the goods or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such goods or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

Note — In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of actual receipt of the goods by consignee and all the related documents from the contractor, required to be verified by the consignee on receipt of goods as per contract, before acceptance of the material. The time limit of 90 days specified above, is only for the initial acceptance of the material by consignee and without prejudice to the right of the purchaser or consignee on Purchaser's behalf, to reject the material as per Warranty/ Guarantee clause 3200 within the period specified therein.

1503 Provided that where, under the terms of the contract the goods are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the goods shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the goods or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

1504 The provisions contained in Clause 2200 relating to the removal of goods rejected by the Inspecting Officer shall mutatis mutandis apply to goods rejected by the consignee as herein

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tender and/or supply or repeat and date of despatch of the goods. All packages, containers, bundles and loose materials part of each and every instalment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the goods on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the despatch of goods. The contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

2000 Progress Reports.

2001 The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the goods in such form as may be required by the Purchaser.

2002 The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report

2100 Freight.

If as per Contract conditions, freight is to be borne by the Purchaser at actual, the goods shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so will render the Contractor liable for any avoidable expenditure caused to the Purchaser.

2101 In respect of road deliveries where the Municipal/local authorities do not accept Octroi Duty Exemption Certificate, the Octroi Duty shall be borne by the Contractor.

2200 Removal of Rejected Goods

2201 On rejection of all goods submitted for inspection at a place other than the premises of the Contractor, such goods shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of issue of intimation of such rejection by communication means detailed in clause 0202. The communication will be deemed to have been served on the contractor at the time when such communication would, in the course of ordinary communication, reach the contractor through the means of communication used.

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Provided that the Inspecting Officer/Consignee may call upon the Contractor to remove dangerous, infected or perishable goods within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects.

Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected goods till the price paid for such goods is refunded by the Contractor or dispose of as per clause 2202 save that such retention shall not in any circumstances be deemed to be acceptance of the goods or waiver of rejection thereon.

2202 All rejected goods shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such goods are not removed by the Contractor within the periods aforementioned, the Inspection Officer/Consignee may remove the rejected goods and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such goods at the Contractor's risk and on his account and adjust such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected goods after the expiry of the time limit mentioned above. Disposal of rejected goods in aforesaid manner will not in any way exonerate contractor but still hold him liable to pay to the purchaser, the dues detailed under para 0703(iii) besides other dues as mentioned above and action can be taken by the Purchaser as per clause 2400, if contractor fails to pay the amount due to him.

2203 Deleted

2300 System of Payment

2301 Unless otherwise agreed upon between the parties, payment for delivery of the goods will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer or through online billing mode on e-procurement portal of the purchaser, as decided by the purchaser, in accordance with the instructions given in the Acceptance of Tender, by a cheque or demand draft or through online mode on a branch of the Reserve Bank of India or State Bank of India transacting government business or through e-payment to the registered bank account of the Contractor at the option of the purchaser.

2302 Payment for the goods or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the following procedure in

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three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Purchaser is entitled to, and it shall be lawful for it to reject such claims.

2400 Withholding and lien in respect of sums claimed.

2401 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government pending finalisation or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under Clause 2703 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages what so ever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

2402 For the purpose of Clause 2401, where the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

2403 Lien in respect of Claims in other Contracts —

- (a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Purchaser or Government against any claim of the Purchaser or Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the

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Purchaser or Government.

- (b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or Government will be kept withheld or retained as such by the Purchaser or Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 2703 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

2500 Code of Integrity in Public Procurement; Misdemeanours and Penalties

2501 Corrupt Practices

The Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 (as amended from time to time) or the Prevention of Corruption Act, 1988 (as amended from time to time) or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and take further actions as per clause 2505 and 2506 below.

2502 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- (a) "Corrupt practice" - making offer, solicitation or

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Where under a contract, the price payable is fixed on F.O.R. station of despatch basis, the Contractor shall, if the goods are rejected at destination by the consignee be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

3101. Notification of Result of Inspection

Unless otherwise provided in the specification of schedule, the examination of the goods will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

3102. Inspection Notes— On the goods being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.**3200 Warranty/Guarantee—****3201** The Contractor/ Seller hereby covenants that it is a condition of the contract that all goods furnished to the Purchaser under this contract shall be of the highest grade, free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.**3202** ~~The Contractor also guarantees that the said goods would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery and this warranty shall survive notwithstanding the fact that the goods may have been inspected, accepted and payment therefore made by the Purchaser. If a longer/shorter period of warranty/guarantee is specified in the 'Particulars' mentioned under clause 0111 or any other contract documents, same shall be applicable instead of period specified in this clause.~~**3203** (a) If during the aforesaid period, the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods will be at the Seller's risk.

(b) Upon receipt of such rejection, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously repair or replace, at the option of the purchaser, the defective Goods or parts thereof, free of cost, at the ultimate

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destination.

(c) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period plus response time beyond specified time allowed for rectification/replacement.

(d) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default and the Purchaser shall avail any or all remedial action(s) thereunder.

3204 The rejected goods may be taken over by the Contractor or his agents for disposal in such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Indian Railways Standard Conditions of Contract relating to the 'rejection of goods' and 'failure' and 'termination' add and Clause 3100-02 above shall apply.

3300 Book Examination Clause— The Government reserves the right for 'Book Examination' as follows: -

(i) The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any ~~Government Officer duly authorised in that behalf, any cost or~~ other account book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also furnish information any way relating to such transaction and procedure before the duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties).

The obligation imposed by this clause is without prejudice to the obligation of the contractor under any statute, rules or orders shall be binding on the Contractor.

(ii) The Contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its

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

No. 2017/TK-II/22/11/1

New Delhi, dt. 20.11.2024

**PED/Infra-1,
RDSO, Manak Nagar,
Lucknow.**

Sub: Irregularity in the inspection of raw material of ERC by RDSO.

On one of the Zonal Railways, RDSO has carried out inspection of ERCs at both raw material and final product inspection stage (copy enclosed). On scrutiny of the inspection report, it is noted that inspection of raw material has been carried out in a casual manner and although the chemical analysis of raw material is indicating unsatisfactory results in terms of IRS T-31/2021, RDSO inspector has passed the raw material as satisfactory. This shows either mala-fide on part of inspector or lack of knowledge regarding the inspection process and reflecting poorly on the inspection practices.

RDSO is therefore advised to take suitable corrective action for system improvements in inspection process and also take disciplinary action against concerned inspector.

Action taken report in this regard may be submitted to Railway Board within a month.

DA: As above


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

No. 2024/TK-II/22/7/2

New Delhi, dt. 13.11.2024

**Principal Chief Engineer,
All Zonal Railways.**


**CAO/C,
All Zonal Railways.**

**Sub: Inspection of Rubber Pad & ERC manufacturing facilities by
Zonal Railways**
Ref: AM(CE)'s D.O. letter of even no. dt. 23.08.2024

As per directive given by AM(CE)'s D.O. letter at reference above, many Zonal Railways have carried out the inspection of ERC and Rubber pad manufacturers. On scrutiny of these inspection reports, it is noted that most of the Zonal Railways have not carried out detailed inspection as per the check list provided in the above referred DO letter and most of the inspections have been carried out in a routine manner without going in to root cause analysis for quality issues in track fittings.

Further, during recent interactions with Zonal Railway officials, it is noted that there is lack of knowledge regarding latest instructions of RDSO/Railway Board, specifications, STRs, QAP etc for inspected track fitting.

Accordingly, Zonal Railways are advised to continue regular surprise inspections of track fittings manufacturers at SAG/JAG level officers and carry out detailed objective inspections including lot wise inspections. The inspection reports should be submitted to RDSO on regular basis along with recommendations for further improvement in STR, specifications etc.


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C/-PED/Infra-1/RDSO for information and necessary action.

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बृजेश कुमार गुप्ता
Brijesh Kumar Gupta
अपर सदस्य (सिविल इंजी.)
Additional Member (Civil Engg.)



भारत सरकार
 रेल मंत्रालय, (रेलवे बोर्ड)
 रेल भवन, नई दिल्ली-110001
 GOVERNMENT OF INDIA
 MINISTRY OF RAILWAYS
 (RAILWAY BOARD)
 RAIL BHAVAN, NEW DELHI-110001

D.O.No. 2024/TK-II/22/7/2

Dt. 23.08.2024

My dear PCEs

Sub: Inspection of Rubber Pad & ERC manufacturing facilities by Zonal Railways.

Besides other things, the quality of Rubber Pads & ERC plays a very important role in ensuring requisite Toe Load. Recently, cases of poor quality of Rubber Pad and ERC have been highlighted. Although inspection of these track fitting items is being carried out by inspection agency such as RDSO/Third Party Agencies(TPI)/Zonal Railways etc., but it is equally important that Zonal Railways carry out surprise inspection of these manufacturing facilities where orders from Zonal Railways are under production, duly focusing on following key aspects:

A. Items to be primarily checked in ERC manufacturing facilities:

- 1) Raw material quality, source & its approval.
- 2) Heat treatment of ERC.
- 3) Inspection of lab equipment & testing facilities and their calibration status.
- 4) Testing of random samples in manufacturing premises.
- 5) Any other items affecting quality and general observation regarding compliance of STR, QAP etc.

B. Items to be primarily checked in Rubber Pad manufacturing facilities:

- 1) Raw material quality, source & its approval.
- 2) Usage of Rheometer to regulate process of contract parameter.
- 3) Usage of kneader & mixing mill for Rubber pad manufacturing.
- 4) Inspection of lab equipment & testing facilities and their calibration status.
- 5) Testing of random samples in manufacturing facilities.
- 6) Any other items affecting quality and general observation regarding compliance of STR, QAP etc.

The above inspection shall be carried out at the level of SAG officers from Open Line/Construction within next one month and compliance to be submitted to RDSO.

Yours sincerely

Sd/-

(Brijesh Kumar Gupta)

NOO Copy to: PED/Infra-I/RDSO for information and to submit summarized report after completion of inspection by Zonal Railways.

GOVERNMENT OF INDIA/ भारतसरकार
MINISTRY OF RAILWAYS/रेलमंत्रालय
(RAILWAY BOARD/रेलवेबोर्ड)

No.2013/TK-II/22/7/2(Gen. Policy) Pt. IV

New Delhi, Dt.05.01.2022

Principal Chief Engineer,
All Zonal Railways.

Chief Administrative Officer(Const.),
All Zonal Railways.

Sub: Quality check of track fitting items.

The quality of track fittings items such as ERCs, liners, rubber pads etc. is a matter of serious concern. It is noted that during recent inspections of various manufacturers' premises, quality of track fitting items is not upto mark and even compliance to STR is not being ensured in manufacturing units. This raises question mark on quality of inspections being carried out by Zonal Railways, RDSO and RITES etc.

Zonal Railways being end user and sufferers in case of poor quality of track fitting items should therefore play an active role in ensuring proper quality of track fittings. Zonal Railways should carry out surprise inspection of manufacturing premises (to check compliance to STR) and random testing of track fitting items at consignee end. The above testing of track fitting items may be carried out at reputed labs such as National Test Houses, IITs, NITs etc. by utilizing powers under MSOP (SI no. 43 Part-A).

Zonal Railways are advised to ensure compliance to above and submit monthly report to RDSO and Railway Board for better appreciation of the situation.


(Rajiv Kumar Tanwar)
Director Track (M)
Railway Board

Copy to:(i) ED(QAC)/RDSO for information and to take similar action of surprise inspections and consignee end testing of track fittings items .
(ii) CMD/RITES-Issue necessary instructions for testing of Track fittings as per specifications.

Room No. 149, Rail Bhawan, Raisina Road, New Delhi-110 001