

Northern Railway
Headquarter Office, Baroda House, New Delhi

Running Contract

No. RGC/77236007/03/P-77/2023

Dated: 07.07.2023

M/s. Black Burn and Company Private Limited,
65 Cotton Street, 3rd Floor,
Kolkata - 700007,
West Bengal, India

(Email ID : blackburnco@hotmail.com)

Sub: Running Contract for the supply of GFN-66 Insulating Liners as per RDSO Drg. No. T-RDSO Drg No. T-3702.

Ref: (1) This Office e-tender no. 77236007 opened on 06.04.2023.
(2) Your Bid ID No. 15026275 dated 04.04.2023 against the subject tender.
(3) This Office Counter Offer Letter No. STORES/77236007/749276 dated 18.06.2023.

1.0 With reference to the above tender, your offer, read with, Counter Offer Acceptance mentioned above is hereby accepted for supply of under mentioned stores on Running Contract basis at following terms & conditions :

Running Contract	
Name & address of the Firm	M/s. Black Burn and Company Private Limited, 65 Cotton Street, 3 rd Floor, Kolkata - 700007, West Bengal, India
Item	Glass Filled Nylon-66 insulating Liner for the use with ERC MK-III on 52 Kg concrete Sleepers with 52 kg rails to RDSO Drg. No. T-3702 to Alt-7, As per specification IRS-T-44-2020. (The Alt. in Drawing and specification issued by RDSO up to one month prior to tender opening date shall be applicable to this tender.))
Quantity	6,70,000 Nos.
Basic Rate	Rs. 8.75 each.
Freight	Rs. 0.15 Per Unit.

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GST	Extra @ 18%
All inclusive Unit Rate	Rs. 10.50
FOR	Destination
Payment terms	95% payment against inspection certificate issued by the nominated inspection agency as specified in the contract, and proof of dispatch/delivery of the material to consignee, and balance 5% after receipt, inspection and acceptance of the goods by the consignee. In case of dispatch by rail, unqualified Railway Receipt/Parcel Way Bill will be taken as the proof of dispatch. In case of dispatch by other means such as road transport, receipted challan signed by the Gazetted officer at consignee's end will be taken as proof of delivery.
Security Money	Exempted being RDSO approved firm.
Mode of Despatch	By Road.
Unloading	Unloading of material at consignee destination shall be arranged by the supplier.
Statutory Variation Clause	Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State/ Central Governments in respect of the items stipulated in the contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period shall be to Railways' account. Only such variation shall be admissible which takes place after the submission of bid. No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate. No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/ contractor.
Option Clause	As per clause 2.4 of Term and Conditions of Running Contract (RGC).
Price Variation Clause	PVC applicable as per Annexure-A enclosed.
Consignee	Track Depot Ghaziabad (Uttar Pradesh)
FM Clause	As per clause no. 2602 of IRS Conditions of Contract September 2022 Version 1.0 dated 21.09.2022.

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Change Specification	in	Any minor variation in specifications and drawings from that of the tendered specification/drawings subsequent to the awarding of the contract is to be implemented by the contractor advice of purchaser. No increase in the price will be permitted on this account.
Validity		The Running contract shall be valid for One years from the date of issue of Running Contract.
Extension of Running Contract		Running Contract can be extended for a further 03 months with mutual consent of both the parties. However, any such extension will be done within the original validity of the Running Contract in terms of clause no. 8.0 of Terms and Condition of Running Contract. (RGC)
Inspection		By RITES Eastern at firm's approved works in RDSO Vendor Directory i.e Baddi , Vill - Thana , EPIP-II, Tehsil -Nalagarh , Solan , Himachal Pradesh-173205 , India
Delivery Period		As per clause 10.0 of Terms and Conditions of Running Contract (RGC)
Supply against Running Contract		<p>(i) Supplies shall be made against individual supply orders placed subsequently.</p> <p>(ii) Supply orders can be placed till the last date of the validity of the Running contract.</p> <p>(iii) Delivery period indicated above shall be applicable to individual supply orders.</p> <p>(iv) Terminal delivery period of individual supply orders may be beyond the validity of the Running Contracts.</p> <p>(v) No fresh supply order may be placed on a firm if a previous supply order is pending and DP has expired or the firm is lagging behind the delivery schedule given in the supply order.</p>
Warranty Period		30 Months after the date of delivery of material.
Bank Details		<p>Account No. 56302030925</p> <p>IFSC Code : SBIN0004288</p> <p>Bank Name & Address : State Bank of India, SME Exim Branch, Bharat Chamber of Commerce, 4th Floor, 9-1, Syed Amir Ali Avenue, Kolkata, West Bengal - 700017.</p>

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Governing Conditions	<p>The Running Contracts (RGCs) and the Supply Orders (SOs) placed against these are governed by :</p> <p>i) Indian Railway Latest Standard Conditions of Contract. ii) Instructions to Tenderers for Electronic Tender Revision 1.19 of Sept, 2022, of NR and its Correction slips as amended from time to time. iii) Terms and Conditions of Running Contract (RGC). iv) Tender Document.</p> <p>Note: If any of the condition is found in contradiction of those appearing in "Terms and Condition of Running Contract", then later shall prevail.</p>
Standard Governing Conditions	<p>IRS Conditions of Contract: The contract shall be governed by latest version (along with all correction slips) of IRS conditions of contract, and all other terms and conditions incorporated in the tender documents.</p>
All Other terms and Conditions	<p>As per Terms and Conditions of Running Contract (RGC) enclosed.</p>

2.0 The formal supply orders against this Running Contract will follow for supply of material.

[Handwritten Signature]
[Date: 12/12/23]

(Ved Prakash Sharma)

Dy.Chief Materials Manager/Sig-C

For Principal Chief Materials

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Manager

Copy to :-

1. PCE, N.Rly., Baroda House New Delhi.
2. FA & CAO/Const. N.Rly., Kashmeri Gate, Delhi.
3. FA & CAO/SAB, N.Rly, Baroda House, New Delhi.
4. CTE, N.Rly, Baroda House, New Delhi.
5. Dy.CE/TS, N.Rly, Baroda House, New Delhi.

PRICE VARIATION CLAUSE

$$P1 = (P0/100) (20 + 52 \times C1/C0 + 14 \times L1/L0 + 14 \times F1/F0)$$

Where,

P0 = Accepted Basic Unit Rate,

P1 = Escalated/de-escalated Basic Unit Rate

C1 = Wholesale Price Index for **Manufacture of Plastic Products** as per series 2011-12 published by Economic Advisor, Ministry of Industries Website <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

C0 = Wholesale Price Index for **Manufacture of Plastic Products** as per series 2011-12 published by Economic Advisor, Ministry of Industries Website <http://eaindustry.nic.in> as prevalent during the month just preceding the month of the date of the opening of the tender.

L1 = The All India Consumer Price Index for Industrial Workers as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic.in> for the month just preceding the month of inspection.

L0 = The All India Consumer Price Index for Industrial Workers as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic.in> for the month just preceding the month of the date of the opening of the tender.

F1 = Wholesale Price Index of 'Fuel & Power' as per series 2011-12 of Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

F0 = Wholesale Price Index of 'Fuel & Power' as per series 2011-12 of Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month just preceding the month of the date of the opening of the tender.

The increase/decrease on account of above inputs will be advised every quarter by the supplier to the paying authority who after due verification of the same shall arrange payment towards price variation as found due.

The tenderer(s) are required to produce complete records, whenever called for examination/verification of their claims under escalation clause.

The decision of the President of India in regard to material and wage escalation under this clause shall be final and not be subject of legal dispute or arbitration.

ure Not

signed by
Kumar Meena
23/02/14

IRPS-CRIS
New Delhi

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Terms and Conditions of Running Contract (RGC)

1.0 The tender is being issued to enter into Running Contract(s) (RGC) for a period of One year with the objective to achieve increase in the service level regarding supply of the tendered item.

1.1 The Running contract(s) shall have validity of 01 year from the date of placement of RGC. The coverage will be done through supply order(s) placed against these Running contract(s).

2.0 Running Contract:

2.1 The Running contract is a contract under which, during the period of its currency, the contractor engages to supply materials on demand through Supply Orders placed from time to time, irrespective of quantity, at contracted unit rate or prices, within a given period of placing of Supply Orders.

2.2 The Running Contract(s) awarded as a result of this tender enquiry will be in the nature of a standing offer wherein prices finalized shall remain valid and binding during the validity of the RGC. The estimated drawl of quantity indicated in the tender is purely tentative / indicative and no commitment is made regarding drawl of quantities. Purchaser reserves the right to place the supply order(s) for the quantities as per actual requirement and no claim whatsoever will be entertained from tenderers on this account.

2.3 Actual supply order (SO) may be placed during the validity of the RGC. The supply order(s) shall be placed by purchaser as per the actual requirement from time to time against these Running Contracts. Therefore, multiple supply orders may be placed against the Running Contracts. Each supply order will be considered as a separate contract.

2.4 The Purchaser shall be entitled to increase the RGC quantity by 30% any time within the validity of the RGC (including extended validity) on the same terms and conditions. The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderers shall be bound to accept the quantity so ordered on the basis of their original offer. The Purchaser shall be entitled to exercise +30% option clause in one or more than one installment as long as the total variation in quantity does not exceed the limit of 30% of ordered quantity.

3.0 Parallel Running contracts (RGCs):

3.1 Purchaser reserves the right to arrive at a reasonable price either received directly in the tender or by way of negotiation with the lowest suitable firm and to conclude parallel RGCs with more than one firm/s.

3.2 Purchaser reserves the right to conclude the RGCs at differential prices also. In case of failure of a firm, the purchaser reserves the right to cancel the supply order, take supply from other RGC holder firm/s and any extra expenditure incurred on this account will be recovered from defaulting firm as a predetermined liquidated damages.

4.0 Single Rate for RGC:

4.1 The firm should quote a single rate (one rate only which will be variable as per respective PVC formula given in tender for these items, if any) applicable for the entire duration of RGC.

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Different rates for different periods will not be considered. The offers of firms quoting different rates/ different PVC formulae (other than the one given in tender) for different year(s) will be summarily rejected. Further, the offers not quoting for the entire duration of RGC will also not be considered and will be summarily rejected.

5.0 Placement of Supply order:

5.1 Against the Running contract(s), supply order(s) will be released by the purchaser normally at quarterly or half yearly intervals. However, in case of unforeseen demands, supply order can be placed at shorter intervals also.

5.2 The initial quantity distribution among RGC holders will be made in the ratio of RGC quantity.

5.3 After conclusion of RGC, first supply orders will be sent as per Para 5.2 to all the firms. Subsequent supply orders against Running Contract(s) will be released to the firms on the basis of their supply performance against previous supply orders. In case of satisfactory performance by all RGC holders, subsequent supply orders will be released in the same manner as done in case of release of first supply order.

5.4 No fresh supply order may be placed on a firm if a previous supply order is pending and DP has expired or the firm is lagging behind the delivery schedule given in the supply order. In case of unsatisfactory performance of any RGC holder, the quantity distribution for subsequent supply orders among the remaining RGC holders will be in the same way as per Para 7.3 of Instructions to Tenderers for electronic tender Rev.1.19 of Sept, 2022.

5.5 However, purchaser reserves the right to place supply order on any Contractor for any quantity without assigning any reason thereof and no claim will be entertained from them in this regard.

5.6 The poor performance will also be noted for future tenders and the matter will be reported to the vendor approving authority/registering agency for delisting/cancellation of the registration of the defaulting firm.

6.0 Changes in Specification/Drawing:

Any minor variation in specifications and drawings from that of the tendered specification/drawings subsequent to the awarding of the contract is to be implemented by the contractor on advice of purchaser. No increase in the price will be permitted on this account.

7.0 The Running Contracts (RGCs) and the Supply Orders (SOs) placed against these are governed by :

- i. Indian Railway Latest Standard Conditions of Contract.
- ii. Instructions to Tenderers for Electronic Tender Revision 1.19 of Sept, 2022, of NR and its Correction slips as amended from time to time.
- iii. Terms and Conditions of Running Contract (RGC).
- iv. Tender Document.


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Note : If any of the condition is found in contradiction of those appearing in "Terms and Condition of Running Contract", then later shall prevail.

8.0 Validity and Extension of Running Contract:

The RGCs shall remain in force for the period of 01 year from the date of issue of Contract. The RGCs can be extended for further 03 months with mutual consent of both the contracting parties irrespective of total quantity ordered in earlier supply orders. However, any such extension can be granted within the original currency of RGC only. A supply order may be placed up to the last date of the currency of the RGC. Delivery date in the supply order need not necessarily fall within the currency of the RGC but it can go beyond it depending upon the terms of delivery stipulated in the RGC or as specifically agreed condition of delivery in respect of a particular supply order. No extension of validity period of the RGCs itself is required for the purpose of regularising deliveries against outstanding supply orders as delivery period of a Supply Order can continue even after expiry of the validity period. The RGCs will remain alive for purpose of delivery for all the stores ordered during the currency of the RGCs until deliveries have been completed.

9.1 Effective Date of RGC: The RGC shall become effective from the date of issue of the RGC.

9.2 Effective Date of Supply Order: Supply orders against these RGCs shall become effective from the date on which the Purchaser issues the supply order (s) within the currency of Running Contract.

10.0 Delivery Period:

10.1 The supply should be completed within the delivery period mentioned in RGC and incorporated in supply order. However, the contractor may be required to supply even within shorter delivery period due to urgency of requirement. Purchaser will place the supply orders for their requirements in phased delivery basis to enable the Contractor to supply stores in time.

10.2 Railway reserves the right to stipulate Delivery period as per requirement of Railway while placing Supply Order(s). However, Delivery period against supply orders will be counted from the date of issue of Supply Orders and firm shall be required to supply @25000 Sets (Twenty Five Thousand) per quarter for item no. 1 i.e. GFN-66 Insulating Liner as per RDSO Drg. No. T-6938 and T-6939, @ 335000 Nos. (Three Lakh Thirty Five Thousand) per quarter for item no. 2 i.e. GFN-66 Insulating Liner as per RDSO Drg. No T-3702 and @37500 Nos. (Thirty Seven Thousand and Five Hundred) per quarter for item no. 3 i.e. GFN-66 Insulating Liners as per RDSO Drg. No. T-3706.

10.3 The Contractor is advised to maintain sufficient stocks of required raw-material so that on receipt of Supply Order from the Purchaser, material can be dispatched on short notice.

10.4 Running Contract(s) will remain alive for the purpose of delivery for all stores ordered during the currency of RGC until deliveries have been completed.

10.5 The purchaser will not pay separately for transit insurance and supplier will be responsible till the entire stores contracted for are received by the consignee in good condition at destination.

10.6 The supply order shall be released with ~~FOR~~- Destination & delivery by road on freight paid by supplier and door delivery basis up to destination.

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11.0 Inspection:

11.1 By RITES.

11.2 Each Nylon moulding shall be legibly embossed in ohm letters and figures with manufacturer's initials, last two digits of year of manufacture and part number as shown in RDSO drawing.

12.0 Force Majeure Clause:

As per clause No 2602 of IRS_Conditions_of_Contract_Sept2022_Version_1.0_21.09.2022.

13.0 Arbitration & Dispute Settlement:

As per clause No 2900 of IRS_Conditions_of_Contract_Sept2022_Version_1.0_21.09.2022.


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