

WEST CENTRAL RAILWAYPURCHASE ORDER

**HEAD QUARTER OFFICE
ENGG. BRANCH, 2nd FLOOR,
NEAR INDIRA MARKET,
JABALPUR.**

No.WCRTP/2011184/ G R Pad/343

Dt. 10.01.2012

**M/s. P. L. Polymer,
AK-97, Shalimar Bagh,
Delhi – 110088**

Dear Sirs,

Sub: Tender No. WCRTP/20101184 Pad Dt 15.05.2011, opened on 12.07.2011 for manufacture and supply of Grooved Rubber Sole Plate, 60 Kg Drg. No.T-3711, 52 Kg, Drg. No.T-3703, G R Pad for SEJ Drg. No.T-4159 & G R Pad for D/Switch Drg. No. T-6068 (With latest Alteration).

Ref: - (i) Your offer received through E- tender (IREPS website) on date 12.07.2011.

(ii) Your negotiated offer date 01.11.2011

(iii) Your letter No. PLP/WCR/G R Pad 60 kg dated 16.12.2011

For and on behalf of the President of India, the Principal Chief Engineer, West Central Railway is pleased to award you this contract under Indian Railway Standard Conditions of contract as amended up to date from time to time, special conditions incorporated in the tender documents and other terms & conditions shown here under:-

- Full description of Stores Tender for manufacture and supply of Grooved Rubber Sole Plate, 60 Kg Drg. No.T-3711 & 52 Kg, Drg. No.T-3703 (With latest Alteration)**
- Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Qty. in Nos.	Consignee SSE/ P.way /Store/.....	Basic Rate (Rs.)	ED (Rs)	CST/ VAT (Rs)	Freight (Rs)	Total unit rate with freight (Rs each).	Total Cost (Rs.)
1	2	3	4	5	6	7	8	9
G. R. Pad, 60 Kg RDSO (Drg No- T-3711)	589475	JBP	34.00	NA	4.5%	0.50	36.03	21238784.25
	1206506	BPL	34.00	NA	4.5%	0.50	36.03	43470411.18
	496224	KTT	34.00	NA	4.5%	0.50	36.03	17878950.72
G. R. Pad, 52 Kg RDSO (Drg No- T-3703)	250248	JBP	33.00	NA	4.5%	0.60	35.09	8781202.32
	454240	BPL	33.00	NA	4.5%	0.50	34.99	15893857.60
	67028	KTT	33.00	NA	4.5%	0.90	35.39	2372120.92

Total cost Rs. 10,96,35,326.99 only

(Rs.Ten Crores ninety six lakh thirty five thousand three hundred twenty six & paisa ninety nine only)

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** Manufacturing and supply of Grooved Rubber Sole Plate, 60 Kg Drg. No.T-3711, 52 Kg, Drg. No.T-3703, G R Pad for SEJ Drg. No.T-4159 & G R Pad for D/Switch Drg. No. T-6068 (With latest Alteration).
6. **Terms of Delivery** FOT destination. The material will be delivered by road/rail up to the depot of consignee.
7. **Delivery Period** Full ordered qty. to be supplied with the period of 18 months after issue of P.O. Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
Ist 30% quantity in 06 month i e up to 09.07.2012
2nd 35% quantity in 06 month i e up to 09.01.2013
Last 35% quantity in next 06 month i e up to 09.07.2013
8. **Inspection** The inspection shall be done by RDSO at manufacturer's works before dispatch, as per the latest RDSO Drawings and IRS Specifications with latest alterations; the firm has to arrange all facilities for inspection at their works.
9. **Taxes**
(i) Excise duty: - NA
(ii) Sales Tax: - 4.5%
(iii) Modvat: - All Modvat credits available on inputs on the date of opening will be fully retained by the supplier but any increase/decrease that take place during the currency of the contract in Modvat on inputs will be on purchaser's account.
10. **Payment** 100% payment for each lot/consignment will be made after issue of R.O. on complete receipt of material against original inspection certificate along with delivery Challan duly verified by the consignee and counter signed by the Gazetted Officer of the concerned unit for each delivery subject to deduction of any amount for which the contractor is liable under this contract or any other contract.
11. **Statutory levies** Any taxes and duties other than Sales tax/VAT, Excise duty and Octroi levied as statutory duties comes under this category of taxes i. e. new impost. These taxes will be reimbursed subject to submission of documentary evidence in respect of payment made by the supplier. However, this will not be reimbursed during extended delivery period.
12. **Price Variation Clause** Applicable as per formula enclosed in annexure – H
13. **Unloading** Unloading of the materials duly inspected and passed by the inspection agency will be done by the consignee at the consignee's depot from the firm's trucks.
14. **EMD** The firm is on RDSO's approved list of manufacturers for G R Pad, hence exempted from remitting EMD as per clause No. 2.1.2 of additional special condition.

- 15 **Security Deposit for safety items** You have submitted bank guarantee No. 6031IFIBG110108 dated 16.12.2011 for Rs.20,00,000/- issued by Bank Of India, Ashok Vihar, Delhi valid up to 15.09.2013 towards security deposit/performance Guarantee.
As per clause no. 2.2.3. of “Additional special condition of contract for manufacturing and supply” the security deposit/performance guarantee shall be valid for a minimum period 60 days beyond the date of completion of all contractual obligation of store.
16. **Octroi** Necessary Octroi exemption certificate will be issued however if any “Octroi charges are leviable that will be payable by the supplier.
- 17 **Transit Insurance** The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted delivered in good condition at destination (consignee).
- 18 **IRS Condition of Contract** The firm has submitted tender documents through IREPS duly digital signed and hence accepted IRS condition of contract up to date.
- 19 **Option to vary the ordered quantity** As mentioned in special condition No.10
- 20 **Force Majeure Clause** Railway’s Standard Force Majeure Clause, as per tender schedule shall be Applicable.
- 21 **Penalty clause** The penalty clause regarding supply of defective material, mentioned vides clause-25 and 26 of “Instructions to Tenderers” in the tender schedule will be applicable.
- 22 **Rejection at destination** Irrespective of the inspection carried out by the nominated inspection authority and passing of the inspected stores, the consignee shall have the right to verify the quality of each consignment at his end, reject the defective supplies and seek replacement within 15 days after due notice in writing. The defective goods shall be lifted by the suppliers and matching replacement arranged at their cost with maximum period of 4 weeks from the date of such notice sent by the consignee.
23. Allocation Chargeable Head mentioned in Indent.

G. R. Pad, 60 Kg RDSO (Drq No- T- 3711)

JBP Divn.		Date	Indent Quantity	Allocation	Remarks
1	MS-26	24.03.08	46475	04221028	Out of 150500 qty. , 46475 nos. have been taken into consideration for this P.O.
2	MS-12	29.01.09	300000	21314104, 21314204, 21314304	-
3	MS-06	28.08.08	50000	04221028	-
4	MS-01	01.04.10	170000	21314101/21314204/21314304	-
5	SE/PW/C/STA/P IL/KTE- SGRL/10	20.01.10	23000	431647-04	-
		Total	589475		

BPL Divn.		Date	Indent Quantity	Allocation	Remarks
1	54410296	07.04.08	16600	DRF-21314708	-
2	54410297	07.04.08	152720	DRF-21314708	-
3	54410298	07.04.08	1950	DRF-21314708	-
4	54410299	07.04.08	1950	DRF-21314708	-
5	54410295-A	07.04.08	46200	DRF-21314708	-
6	54410312	13.06.08	3640	DRF-21314104	-
7	54410314	13.06.08	46480	DRF-21314104	-
8	54410315	13.06.08	24568	DRF-21314104	-
9	54410316	13.06.08	6308	DRF-21314104	-
10	54410318	01.07.08	100000	Revenue- 0421328, 0422328, 0425328	-
11	54410323	30.08.08	28220	DRF-21314104	-
12	54410325	30.08.08	25232	DRF-213141	-
13	54410341	25.07.09	564280	DRF-21314104	-
14	54410343	25.07.09	1200	DRF-21314104	-
15	54410346	29.12.09	115602	DRF-213142	-
16	54410347	29.12.09	15604	DRF-213142	-
17	54410348	30.12.09	6640	DRF-213142	-
18	54410349	30.12.09	2490	DRF-213142	-
19	54410350	30.12.09	15272	DRF-213142	-
20	2641-0849	03.05.10	7000	Development of Model Freight terminal at PKRD – 1521366204	-
21	2641-0880	03.05.10	3300	Extn. of platforms for 24/26 coaches at (7 stns) -3323536204	-
22	2641-0903	03.05.10	1900	Extn. of platforms for 24/26 coaches at (20 stns) -3423536204	-
23	54410353	24.04.10	19350	DRF-213142	Out of 67728 qty. , 19350 nos. have been taken into consideration for this P.O.
		Total	1206506		

KTT Divn.		Date	Indent Quantity	Allocation	Remarks
1	KTT/S/PUR/4984/08/16	17.04.08	996	P-164305	-
2	KTT/S/SKPA/4984/08/17	17.04.08	1000	P-164305	-
3	44283010	28.08.08	57336	DRF	-
4	44283013	28.08.08	16600	DRF	-
5	44283015	28.08.08	5864	DRF	-
6	44283019	28.08.08	63080	DRF	-
7	44283020	28.08.08	66400	DRF	-
8	44283040	16.10.08	17200	Q31-40	-
9	44283034	29.09.08	18128	Q31-40	-
10	KTT/S/BAZ-SYL/4984/08/15	18.11.08	2000	DR-3 -431605	-
11	44283063	01.12.08	29880	21-31-43-04	-
12	44283038	29.09.08	41136	Q31-40	-
13	44283065	14.01.09	2656	21-31-41-04	-
14	3 xing station/ KTT-RTA	--	3000	P-1642-05	-
15	44283043	16.10.08	20504	Q31-40	-
16	44283047	08.03.10	115000	Q31-41-5	-
17	RMA-JLW/S /49841046	21.07.10	28432	20114205	Out of 11600 qty. , 28432 nos. have been taken into consideration for this P.O.
18	KTT/S/49841017	22.07.10	800	20114205	-
19	KTT/RPI/49841013	04.11.10	1232	20164205	-
20	44283020	28.12.09	4980	Q31-40	-
		Total	496224		

G. R. Pad, 52 Kg RDSO (Drg No- T- 3703)

JBP Divn.		Date	Indent Qty.	Allocation	Remarks
1	MS-12	29.01.09	159409	21314104, 21314204, 21314304	-
2	MS-06	28.08.08	50000	04221028	-
3	MS-26	24.03.08	25000	04221028	-
4	MS-01	01.04.10	10000	21314101/21314204/21314304	-
5	MS-06	13.05.10	5839	04221028	Out of 50000 qty. , 5839 nos. have been taken into consideration for this P.O.
		Total	250248		

BPL Divn.		Date	Indent Qty.	Allocation	Remarks
1	54410315	13.06.08	15272	DRF-21314104	-
2	54410316	13.06.08	22974	DRF-21314104	-
3	54410318	01.07.08	45000	Revenue- 0421328, 0422328, 0425328	-
4	54410324	30.08.08	26560	DRF-21314104	-
5	2641-0732	17.09.08	7200	PIA-ORR 3 Line Xing Stn – 20164305	-
6	2641-0704	17.09.08	7200	ASKN-ORR 3 LINE XING stn. - 20164305	-
7	54410341	25.07.09	110880	DRF-21314104	-
8	54410348	30.12.09	52360	DRF-213142	-
9	54410349	30.12.09	3453	DRF-213142	-
10	54410357	02.06.10	121750	Revenue-0421320, 0422328, 0425320	-
11	54410373	01.01.11	41591	Revenue-0421320, 0422328, 0425320	Out of 121750 qty. , 41591 nos. have been taken into consideration for this P.O.
		Total	454240		

KTT Divn.		Date	Indent Qty.	Allocation	Remarks
1	044283048	16.10.08	15936	Q31-41	-
2	KTT/S/BAZ-SYL/4984/08/16	18.11.08	5000	DF-3-431605	-
3	44283071	28.02.09	6160	Q31-41-5 (21-31-41-04)	-
4	44283070	28.02.09	6160	21-31-41-04	-
5	44283045	16.10.08	7968	Q31-40	-
6	3Xing station/KTT-RTA/498409013	04.05.09	15000	P-1642-05	-
7	44283042	08.03.10	492	Q31-41	Out of 12320 qty. , 492 nos. have been taken into consideration for this P.O.
8	KTT/RR1/49841012	04.11.10	4312	201642-05	-
9	KTT/S/NKPA/49841018	22.07.10	6000	201142-05	-
		Total	67028		

The contract shall be governed by Indian Railway Standard Conditions of contract (latest revision) with amendments, invitation to tender, instruction to tenderer, Additional special conditions and instructions for quoting rates and other conditions incorporated in the subject tender document which will form part of the agreement. The conditions modified have been covered above

DA: - Annexure H

Yours faithfully

(Dinesh Chand)
Dy. CE (TP)
For and on behalf of President of
India

Tender No. WCRTP2011184

(A) Price Variation Clause:

The accepted rate will vary with variation in the monthly price indices as published by Economics adviser, in its bulletin for) (i) Basic Inorganic Chemicals (ii) Fuel & Power and (iii) Variation in the All India Consumer Price Index Number for Industrial Workers and average month price of natural rubber (RSS-4) as circulated by Indian rubber board in accordance with the following ratio and formula therefore:

i) Natural Rubber (Graded RSS 4)	:	46%
ii) Basic Inorganic Chemicals	:	14%
iii) Fuel & Power	:	10%
iv) Labour	:	10%
v) Fixed Element	:	20%

$$P1 = P0/100 [20 + (46 \times C1/C0) + (14 \times I1/I0) + (10 \times L1/L0) + (10 \times F1/F0)]$$

Where,

P0 = Accepted rate (Net of all CENVAT credits available to the firm as on date of opening of tender)

P1 = Updated rate per no.

- C1 = Average month price of natural rubber(RSS-4) as circulated by Indian rubber board as prevalent during the month just preceding the month of inspection
- C0= Average month price of natural rubber (RSS-4) as circulated by Indian rubber board as prevalent during the month in which tender was opened.
- I1= WPI for "Basic Inorganic Chemicals" as prevalent during the month just preceding the month of inspection as per Economics adviser, Ministry of industry Web side [http:// eaindustry.nic.in](http://eaindustry.nic.in) as per series 2004-05.
- I0= WPI for "Basic Inorganic Chemicals" as prevalent during the month of opening of tender as per Economics adviser, Ministry of industry Web side [http:// eaindustry.nic.in](http://eaindustry.nic.in) as per series 2004-05.
- L1= All India Consumer Price Index of Industrial workers for the month of just preceding the month of inspection as per Labour Bureau, Ministry of Labour Web side [http:// labourbureau.nic.in](http://labourbureau.nic.in).
- L0= All India Consumer Price Index of Industrial workers as prevalent during the month of opening of Tender as per Labour Bureau, Ministry of Labour Web side [http:// labourbureau.nic.in](http://labourbureau.nic.in).
- F1= WPI for Fuel and Power as prevalent during the month just preceding the month of inspection as per [http:// eaindustry.nic.in](http://eaindustry.nic.in) as per series 2004-05.
- F0= WPI for Fuel and Power as prevalent during the month of opening of Tender as per [http://-eaindustry.nic.in](http://eaindustry.nic.in) as per series 2004-05.

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 or examination/verification of their claims under escalation clause.

Dy. CE (TP)
WCR/JBP