

## WEST CENTRAL RAILWAY

### PURCHASE ORDER

**HEAD QUARTER OFFICE  
ENGG. BRANCH, 2<sup>nd</sup> FLOOR,  
NEAR INDIRA MARKET,  
JABALPUR.**

No.WCRTP/2011184/ G R Pad/362

Dt.02.05.2012

**M/s. Ked Sati Iron and Steel Pvt. Ltd.,  
41, N. S. Road, 4<sup>th</sup> Floor,  
Kolkata – 700001 (West Bengal)**

Dear Sirs,

**Sub: Tender No. WCRTP/2011184 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: - This office A.A.L. No. WCRTP/2011184/ G R Pad dated 08.12.2011**

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:-

1. **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)**
2. **Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Qty. in Nos.	Consignee SSE/ P.way /Store/.....	Basic Rate (Rs.)	ED (Rs)	CST /VA T (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)	104025	JBP	32.90	Nil	Nil	1.90	34.80	3620070.00
	330975	BPL	32.90	Nil	Nil	1.90	34.80	11517930.00
	87568	KTT	32.90	Nil	Nil	1.90	34.80	3047366.40
G. R. Pad, 52 Kg RDSO (Drg No- T-3703),	44161	JBP	31.90	Nil	Nil	1.90	33.80	1492641.80
	80159	BPL	31.90	Nil	Nil	1.90	33.80	2709374.20
	11828	KTT	31.90	Nil	Nil	1.90	33.80	399786.40
<b>Total cost Rs. 2,27,87,168.80 only</b>								
<b>(Rs.Two Crores twenty seven lakh eighty seven thousand one hundred sixty eight &amp; paisa eighty only)</b>								

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.  
1st 30% quantity in 06 month i e up to 01.11.2012  
2nd 35% quantity in 06 month i e up to 01.05.2013  
Last 35% quantity in next 06 month i e up to 01.11.2013
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: - Nil  
(ii) Sales Tax: - Nil  
(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. 4026IPEBG120007 dated 06.03.2012 for Rs.10,00,000/- issued by Bank of India, 44, J. N. Road, Kolkata-700071 valid up to 05.03.2014 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 (Drg No- T- 3711)**

JBP Divn.		Date	Indent Quantity	Allocation	Remarks
1	MS-26	24.03.08	104025	04221028	Out of 150500 qty. , 46475 nos. have already been taken into consideration for P.O. issued to M/s. P.L.Polymner, Delhi, hence balance quantity 104025 nos. have been considered for this P.O.
		<b>Total</b>	<b>104025</b>		

BPL Divn.		Date	Indent Quantity	Allocation	Remarks
1	54410373	01.01.11	95475	Revenue-0421320, 0422328, 0425320	Out of total indented qty. 316295 nos., 95475 Nos. have been considered in this P.O.
2	02841-956	14.02.11	223000	LAR-SGRL New Line Project - 0120114004	-
3	54410372	23.12.10	12500	DRF	-
		<b>Total</b>	<b>330975</b>		

KTT Divn.		Date	Indent Quantity	Allocation	Remarks
1	RMA-JLW/S /49841046	21.07.10	87568	20114205	Out of 116000 qty. , 28432 nos. have been taken into consideration for P.O. issued to M/s. P.L.Polymner, Delhi, hence balance quantity 87568 nos. have been considered for this P.O.
		<b>Total</b>	<b>87568</b>		

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

JBP Divn.		Date	Indent Qty.	Allocation	Remarks
1	MS-06	13.05.10	44161	04221028	Out of 50000 qty. , 5839 nos. have been taken into consideration for P.O. issued to M/s. P.L.Polymner, Delhi, hence balance quantity 44161 nos. have been considered for this P.O.
		<b>Total</b>	<b>44161</b>		

BPL Divn.		Date	Indent Qty.	Allocation	Remarks
1	54410373	01.01.11	80159	Revenue-0421320, 0422328, 0425320	Out of 121750 qty. , 41591 nos. have been taken into consideration for P.O. issued to M/s. P.L.Polymner, Delhi, hence balance quantity 80159 nos. have been considered for this P.O.
		<b>Total</b>	<b>80159</b>		

KTT Divn.		Date	Indent Qty.	Allocation	Remarks
1	44283042	08.03.10	11828	Q31-41	Out of 12320 qty. , 492 nos. have been taken into consideration for P.O. issued to M/s. P.L.Polymner, Delhi, hence balance quantity 11828 nos. have been considered for this P.O.
		<b>Total</b>	<b>11828</b>		

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**