

WEST CENTRAL RAILWAY

PURCHASE ORDER

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

No.WCR/TP/2012203/ R & C/G R Pad, 1.8.5/365

Dated: 24.05.2012

**M/s-Cemcon Casting Pvt. Ltd.,
B-60, Pushapjali Enclave
Pitampura
Delhi-110034**

Dear Sirs,

**Sub: Tender No. WCRTP2012203 dated 23.01.2012, opened on
05.03.2012 for manufacturing and Supply of G R Pad for T/out 1: 8.5,
60 Kg.**

**Ref: -(i)This office A.A.L. No. WCR/TP/2012203/ R & C/G R Pad, 1.8.5 dated
01.05.2012**

(ii) Your letter No.CCPL/WCRly/GRSP/2012203/2012 dated 07.05.2012

For and on behalf of the President of India, the 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** Manufacturing and supply of G R Pad for T/out 1.8.5, 60 Kg RDSO Drg No. T-4865 as per IRS specification no. (Provisional) 1997-Revised-2000 with latest alterations.
- Quantity, Consignee, Rate & Total cost: as shown below:-**

Item	Qty. in set	Consignee SSE/ P.way /Store/.....	Basic Rate Rs./set.	ED @10.3 % Rs	CST @13.13 % Rs	Freight Rs.	Total unit rate Rs./set.	Total Cost (Rs.)
1	2	3	4	5	6	7	8	9
G R Pad for T/out 1.8.5, 60 Kg	114	BPL	13250.00	1364.75	1918.92	300.00	16833.67	19,19,038.38
Total cost Rs. 19,19,038.38 only (Rs.Nineteen lakh nineteen thousand thirty eight & paisa thirty eight 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 G R Pad for T/out 1.8.5, 60 Kg RDSO Drg No. T-4865 as per IRS specification no. (Provisional) 1997-Revised-2000 with latest alterations.
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 06 months after issue of P.O. Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
Ist 50% quantity in 03 month i e up to 23.08.2012
Last 50% quantity in 03 month i e up to 23.11.2012
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: - Extra, at present rate is 10.3%.
 - (ii) Sales Tax: - Extra, at present rate is 13.13%.
 - (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, Excise duty and Octroi levied as statutory duties 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. 3.1.iv of additional special condition.
15. **Security Deposit for safety items** Exempted from Security Deposit being a risk & cost tender and in earlier contract no Security Deposit was taken from the firm.

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 duly 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-27 and 28 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.

GRSP T outs 1 in 8.5, 60 kg as per RDSO drg. No. T-4865

BPL Divn.		Date	Indent Quantity	Allocation	Remarks
1	54410358	25.07.09	58	DRF-213142	-
3	54410357	01.08.10	56	0421320/0422328/0425320	Out of total indented qty. 60 sets, 56 Nos. have been considered in this P.O.
		Total	114		

24	Special condition quoted by firm & Railways remarks are as Annexure-I.	
SN	Conditions Quoted by the Tenderer	Railway's remarks
1	Offer validity 120 days	It is at variance from standard offer validity period i.e. 180 days. The tenderer has already been asked to extend the validity of offer.
2	Transportation by road. PVC extra as applicable. Octroi or entry tax extra if applicable otherwise exemption certificate will be issued to us. Road will be issued to us.	Acceptable, para 9.0 of additional special condition of contract shall be applicable.
3	100 percent payment after receipt of the material at consignee alongwith inspection certificate.	Acceptable, para 11.0 of additional special condition of contract shall be applicable.

The contract shall be governed by Indian Railway Standard Conditions of contract (latest revision) with amendments, Invitation to tender and Instructions to Tenderers, Additional Special conditions and Instructions for quoting the 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 I

Yours faithfully

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

(Part of Annexure G clause 8 of additional special condition)

TENDER NO.WCRTP2012203 dated 23.01.2012

(A) Price Variation Clause:

The tenderer should preferably quote a firm price without PVC. If however, PVC is demanded by the tenderer, then the applicable PVC formula will be as given below.

The accepted rate will vary with variation in the monthly price indices as published by Reserve Bank of India, in its bulletin for (i) Natural Rubber (Graded RSS 5) (ii) Basic Heavy Inorganic Chemicals (iii) Fuel, Power, Light & Lubricants; and (iv) Variation in the All India Consumer Price Index Number for Industrial Workers in accordance with the following ratio and formula therefore:

i)	Natural Rubber (Graded RSS 5)	:	28%
ii)	Basic Heavy Inorganic Chemicals	:	24%
iii)	Fuel, Power, Light & Lubricants	:	14%
iv)	Labour	:	14%
v)	Fixed Element	:	20%

Price Variation Formula: - $P1 = P1' - Ma$

$$P1' = P0/100 [20 + (28 \times C1/C0) + (24 \times I1/I0) + (14 \times L1/L0) + (14 \times F1/F0)]$$

Where,

P0 = Contract unit rate as accepted.

P1 = Escalated/de-escalated rate.

Ma= Variation in MODVAT to be passed on to the purchaser.

C1 = Average Monthly price of natural rubber (Graded RSS 5) as circulated by Indian Rubber Board as prevalent during the month just preceding the month of inspection

C0 = Average Monthly price of natural rubber (Graded RSS 5) as circulated by Indian Rubber Board as prevalent during the month in which tender was opened .

I1 = Wholesale Price Index basic heavy inorganic Chemicals as per RBI Bulletin as prevalent during the month just preceding the month of inspection.

I0 = Wholesale Price Index basic heavy inorganic Chemicals as per RBI Bulletin as prevalent during the month in which tender was opened.

L1 = Consumer Price Index for "Industrial Workers – All India" during month just preceding the month of inspection as per RBI Bulletin.

L0 = “Consumer Price Index for Industrial Workers – All India” during the month in which tender was opened.

F1 = Wholesale Price Index for “Fuel, Power, Light & Lubricants” as per RBI Bulletin as prevalent during the months just preceding the month of inspection.

F0 = Wholesale Price Index of Fuel, Power, Light & Lubricants as per RBI Bulletin as prevalent during the month in which tender was opened.

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

(B) MODVAT/CENVAT:

The accepted contract rate is net of all MODVAT/CENVAT credits available to the firm on the date of opening of tender. All MODVAT/CENVAT credits available on input on the date of opening of tender will be fully retained by the supplier, in addition to the contract rates. Any variation in MODVAT/CENVAT after opening of tender and during the currency of contract will be to the purchaser’s account. Till such time as the admissibility of the MODVAT/CENVAT remains confined to those inputs that were taken in to account on the date of opening of tender, the variation in MODVAT that will accrue to the purchaser will be worked out as per the following formula:

$$Ma = 28/100 * P0 * (C1/C0 * E1/100 - E0/100) + 24/100 * P0 * (I1/I0 * E1/100 - E0/100)$$

Where,

Ma = Variation in MODVAT to be passed on to the purchaser (as per clause no. 4 of additional special condition of contract at Annexure-H).

P0 = Contract unit rate as accepted.

E1 = %age Excise duty rate as prevalent during the month just preceding the month of inspection.

E0 = % age Excise duty rate prevalent at the time of opening of tender.

C1 = Average Monthly price of natural rubber (Graded RSS 5) as circulated by Indian Rubber Board as prevalent during the month just preceding the month of inspection

C0 = Average Monthly price of natural rubber (Graded RSS 5) as circulated by Indian Rubber Board as prevalent during the month in which tender was opened .

I1 = Wholesale Price Index basic heavy inorganic Chemicals as per RBI Bulletin as prevalent during the month just preceding the month of inspection.

I0 = Wholesale Price Index basic heavy inorganic Chemicals as per RBI Bulletin as prevalent during the month in which tender was opened.

The suppliers will submit the following certificates with each bill.

“We certify that no additional duty set offs on the goods supplied by us have accrued under the MODVAT/CENVAT scheme in force on the date of supply after we submitted our quotations and submitted the present bill.”

In the event of MODVAT/CENVAT credit being extended by the Government of India to more items than already covered the contractor should advise the purchaser about the additional benefits accrued, though a letter containing a following certificate or any variation thereof as may be considered necessary by individual railway administration:

“We hereby declare that we can avail additional duty set offs as per latest MODVAT/CENVAT scheme in force now and we hereby give a reduction of per unit and agree to revise the prices indicated in the order. The current ED of % is payable on this reduced price. Therefore, we request you to amend the order accordingly.”

**(Dinesh
Chand)
Dy. CE (TP)**