

WEST CENTRAL RAILWAY

PURCHASE ORDER

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

No. WCR/TP/2012199/Retro Reflective Board/373

Dt. 09.07.2012

**M/s. Anil Engineering Works,
17, East Guru Angad Nagar,
Street No.1, Near Scope Tower,
Delhi-110092**

Dear Sir,

Sub: -Tender no. WCRTP2012199 dated 02.01.2012, opened on 16.02.2012 for manufacture and supply of Retro Reflective Engineering Indicators using high intensity retro-reflective sheeting (Type IV) typically manufactured as an unmetallised micro-prismatic retro-reflective element material as per ASTM D4956-09 and as per RDSO Specification with latest amendment upto date of opening of tender.

**Ref: - (i) This office Advance Acceptance Letter No. WCR/TP/2012199/Retro Reflective Board dated 07.05.2012
(ii) Your letter No. AEW/WCR/JBP/01 dated 18.05.2012**

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** Manufacture and supply of Retro Reflective Engineering Indicators using high intensity retro-reflective sheeting (Type IV) typically manufactured as an unmetallised micro-prismatic retro-reflective element material as per ASTM D4956-09 and as per RDSO Specification with latest amendment upto date of opening of tender as per detail given below.

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

S N	Item	Consignee	Quantity (Nos.)	Basic Rate per Nos (Rs.)	ED (Rs.)	CST (Rs)	Freight (Rs)	Total Rate (Rs)	Total cost (Rs)
1	Retro reflective speed breaker board	BPL	474	1658.00	Nil	Incl	0.00	1658.00	785892.00
		KTT	634	1658.00	Nil	Incl	0.00	1658.00	1051172.00
								Total	1837064.00
Total cost ₹. 18,37,064.00 only									
(Rs. Eighteen lakhs thirty seven thousand sixty four only)									

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** Tender for manufacture and supply of Retro Reflective Engineering Indicators using high intensity retro-reflective sheeting (Type IV) typically manufactured as an unmetallised micro-prismatic retro-reflective element material as per ASTMD4956-09 and as per RDSO Specification with latest amendment upto date of opening of tender
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 08 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 04 month i e up to 08.11.2012
Last 50% quantity in next 04 month i e up to 08.03.2013
8. **Inspection** Inspection of finished material will be done by consignee as per the extant instructions in vogue as conveyed by Railway at manufacturer's works before dispatch of tendered items as per the latest RDSO Drawings and IRS Specifications with latest alterations.
9. **Taxes**
 - (i) Excise duty: - Nil
 - (ii) Sales Tax: - Inclusive.
 - (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** Firm price. No PVC applicable.
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** Firm has deposited Earnest Money vide Deposit No. 016100DP00006396 dated 04.02.2012 for Rs.222700/- issued by Punjab National Bank, H.O. No.7, Bhikhaji Cama Place, New Delhi.

- 15 **Security Deposit for safety items** You have submitted bank guarantee No. 003GT01121380012 dated 17.05.2012 for Rs.1,83,800/- issued by HDFC Bank Limited, B-5, Ashoka Niketan, Main Road, Near Vivek Vihar, Delhi valid up to 16.05.2013 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.

S. N.	Indents No.	Date	Indent Qty. (in Nos.)	Allocation
BPL				
1	54410337	25.06.09	474	0422328/0421328/0425328
KTT				
1	44283004	25.06.09	634	04-211-28

24. Special condition quoted by firm Nil

25. Warranty and Durability

For each lot of sheeting procured, the contractor/ supplier shall obtain from the manufacture of the sheeting a ten year warrantee for satisfactory filed performance including stipulated retro-reflectance of the retro-reflective sheeting of high intensity encapsulated type or micro prismatic type as the case be and submit the same to Engineer. In addition, a ten year warrantee for satisfactory in-field performance of finished sign with retro-reflective sheet inclusive of screen printed or cut out letters/legends and their bonding to retro-reflective sheeting shall be submitted by the contractor/ supplier to the Engineer. The contractor/ supplier shall also furnish a certificate that the sign and material supplied against the assigned work meet all the stipulated requirements and carry the stipulated warrantee. All sign shall be dated during fabrication with indelible (permanent/ ineradicable) marking to indicate the start of warrantee. The warrantee shall also cover the replacement obligation by sheeting manufacturer as well as contractor/ supplier for replacement/ repair/ restoration of retro-reflective efficiency.

26. Test Certificate and Testing of Material

26.1 Following test certificates shall be obtained by the purchaser/approving agency from the contractor/supplier of the sign board while passing the material/approving the firm:

S. N.	Test Certificate Requirement	Remarks
1.	Certificate from manufacturer of sheeting of having tested the sheeting from reputed laboratory in an unprotected outdoor exposure facing the sun for two year at the time of initial development of material and having passed the tests.	-
2	Copy of test certificate from manufacturer of sheeting for retro-reflectance and weather resistance done at the time of initial development of material.	As detailed in sub-para (i) below.
3	Certificate from manufacturer regarding no significant change in manufacturing process after initial development of material.	As detailed in sub-para (i) below.
4	Copy of test results for the particular lot of supply of sheeting conforming the specification requirements with a certificate from manufacturer.	As detailed in sub-para (ii) below.
5	Test certificate for aluminium sheet confirming to specification.	As detailed in sub-para (iii) below.
6	Results of the tests carried out by the contractor/supplier of sign board.	As detailed in sub-para (iv) below.

- i) A copy of the test certificate, done originally on the product (retro-reflective sheet) at the time of initial development of material by an independent test house, for the retro-reflectance values and weather resistance test determined in accordance with ASTM standard E:810 and ASTM D-4956-09 respectively and a certificate from the manufacturer of the sheeting stating that since this testing of the sheeting there has neither been any significant change in the manufacturing process of the sheeting nor any ingredient has changed and hence the test results supplied by him as above are valid for the current lot also.

- ii) A certificate from the manufacturer of the retro-reflective sheeting that the material being supplied under the purchase order has been tested and is conforming to the standards specified for the sheeting. This certificate should be accompanied with a copy of the test results of the particular lot for retro-reflectance of the sheeting determined in accordance with ASTM standard E:810, and Color of retro-reflective sheeting. Adhesion, Shrinkage, Flexibility, Liner Removal and Impact Resistance as specified and determined in accordance with ASTM D:4956-09.
- iii) Test certificate as per para 3.1 for each batch of the Aluminium sheet to be used for the sign board from the manufacturer of the Aluminium sheet for tests carried out in in-house test laboratory or through an independent test house.
- iv) Results of the test carried out on samples of Aluminium sheet and Retro-reflective sheeting as specified in para 3.1.2 by in-house testing facility available with the contractor/supplier of the sign boards or through an independent test house. For each test specified above, one sample consisting of at least three test pieces shall be collected for every on hundred or part thereof of the sing boards. Every test piece so tested should pass the tests.

26.2 The purchaser/approving agency shall be free to get these test results verified for which necessary facility/means shall be provided by the supplier at his own cost. The purchaser/approving agency at his discretion may like to get these tests done at independent approved test house as a part o the quality adult. Results of such tests conducted in approved test house shall be binding upon the supplier.

27. Detailed description of item:-

S.N.	Item	Description
1	Retro reflective Speed breaker board	This board should be made of 2mm thick (minimum) Aluminium alloy sheet confirming to IS-736 material designated 24345 or 19000 in two part connected each other. One part consist of 900 mm Equilateral triangle board, white back ground, red stripped and yellow marking of bumps & second part is 600 mm x 200 mm white background and word SPEED BREAKER is written on board. The board should confirm to drawing given in Annexure 9/7 Para 918 (2) of Indian Railways Permanent Way Manuals 2004 Edition

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.

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