

WEST CENTRAL RAILWAY

PURCHASE ORDER

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

No. WCR/TP/2012237/G R Pad/411

Dt. 06.02.2013

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

Dear Sirs,

Sub: Tender no. WCRTTP2012237 dated 26.09.2012, opened on 07.11.2012 for manufacture and supply of Grooved Rubber Sole Plate, 6mm thick for Fan shaped T/outs 1:12, 60kg (Xing portion) to RDSO Drg. No. T-6204 to 6211 and G R Pad for PSC Guard Rail sleeper to RDSO Drg. No. T-4107 (Modified) as per IRS Specification T-47-2006 (Corrigendum 01 of June'2007) with latest alteration upto date of opening of tender.

Ref: - This office A.A.L. No. WCR/TP/2012237/G R Pad dated 22.01.2013

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 Grooved Rubber Sole Plate, for PSC Guard Rail sleeper to RDSO Drg. No. T-4107 (Modified) as per IRS Specification T-47-2006 (Corrigendum 01 of June'2007) with latest alteration upto date of opening of tender**

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

Item	Consignee	Qty allotted (nos.)	Basic rate (Rs/nos.)	ED Extra @	CST/ VAT Extra @	Freight Extra (Rs/nos.)	All inclusive Rate (Rs/nos.)	Total cost (Rs)
1	2	3	4	5	6	7	8	9
Grooved Rubber Sole Plate for PSC Guard Rail sleeper Drg. No. T-4107 (Modified) as per IRS specifications T-47-2006 (Corrigendum 01 of 2007) with latest alteration	BPL	6704	48.00	12.36%	13.13%	1.20	62.21	417055.84
	KTT	5110	48.00	12.36	13.13%	1.10	62.11	317382.10
Total Cost	Rs Seven Lakh thirty four Thousand four hundred Thirty seven and Paise ninety four only.							7,34,437.94

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** Manufacture and supply of Grooved Rubber Sole Plate, 6mm thick for Fan shaped T/outs 1:12, 60kg (Xing portion) to RDSO Drg. No. T-6204 to 6211 and G R Pad for PSC Guard Rail sleeper to RDSO Drg. No. T-4107 (Modified) as per IRS Specification T-47-2006 (Corrigendum 01 of June'2007) with latest alteration upto date of opening of tender.
6. **Terms of Delivery** FOT destination. The material will be delivered by road up to the depot of consignee.
7. **Delivery Period** Full ordered qty. to be supplied within the period of 6 months after issue of P.O. Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
100% quantity in 06 month i e up to 05.08.2013
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: - 12.36%
(ii) Sales Tax: - 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/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** Exempted as per Railway Board letter no.2004/RS(G)/779/11 dt.15.10.2008 para - 3 and para 1.1.8(a) of rules entering into supply

- contract.
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-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.

G R pad for PSC Guard Rail sleeper to RDSO Drg. No. T-4107

S. N.	Indents No.	Date	Indent Qty. (in nos.)	Cost	Allocation	Fund available 2012-13	P.B. /L.B. item no. of 2012-13
BPL							
1	02641-1005	17.06.11	1100	27500	LAR-SGRL New Line project - 0120114004	Available	P.B. 1/ 2012-13
2	2641-1144	31.01.12	4836	120900	LAR-SGRL New Line project - 0120114004	Available	P.B. 1/ 2012-13
3	54410318	17.11.07	768	14400	Revenue-0421328, 0422328, 0423328	Available	Revenue
		Total	6704				
KTT							
1	44283032	28.01.10	5000	954625	Q31-40-04	Available	L.B. 335/2012-13
2	RMA-JLW/ 6/49841022	27.02.10	110	19038	P-114105	Available	P.B. 2/2012-13
		Total	5110				
Grand Total (BPL+ KTT)			11814				

Note:- 2% quantity each will be have to supply as per drawing No. T-4114 & 4115. Payment will be made proportionate to area.

24	Special condition quoted by firm & Railways remarks are as under-	
SN	Conditions Quoted by the Tenderer	Railway's remarks
1	2	3
1	Offer valid upto: 120days	Noted
2	Mode of dispatch: Road	Acceptable
3	FOR: Destination	Acceptable
4	Inspection: As per tender	Acceptable
5	Delivery period: within 6 months from issue of PO	Acceptable
6	Payment terms: 100% payment after receipt of material at consignee along with inspection certificate.	Acceptable
7	PVC extra as applicable	Acceptable,
8	If any new imposition in Central Excise and Sale tax will be including in Railway account. Octroi or Entry Tax extra if applicable.	Acceptable, As per clause 5.4 of additional special condition of contract "Any taxes and duties other than Sales Tax/VAT, Excise duty & 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".
9	Road permit if required will be issued to us.	Acceptable, As per clause 5.3. of additional special condition of contract Octroi: In case of road delivery, necessary exemption certificate to this effect shall be issued on demand. However, if the same is not recognized/honored by the Local State Govt./Municipal octroi Authority at supply receiving destination, the Octroi charges will be payable by the supplier
10	(i) We are NSIC registered, RDSO approved and exempted from EMD, Tender cost and (ii) Security Deposit.	(i) Acceptable (ii) Acceptable, As per Railway Board letter no.2004/RS(G)/779/11 dt.15.10.2008 para - 3 And para 1.1.8(a) of rules entering into supply contract.

25 Guarantees:

25.1 The Contractor guarantees that the stores which he supplies shall be manufactured fully in accordance with specifications. In all cases, the Contractor guarantees that its design shall strictly follow the "as made" detailed drawing with such modifications as are notified in respect of each type.

25.2 The contractor further guarantees that the stores shall be free from defects in material and workmanship provided that the Contractor's liability in this respect shall be limited to arranging the necessary replacement of the defective supplies free of any charge only to the extent that such replacements are attributable to or arise from faulty workmanship or material or in the manufacture of the stores. All replacements shall be made free of

cost at destination. If the Contractor so desires, the replaced stores can be taken over by him for disposal as he deems fit, within a period of three months from the date of receipt of replacement of stores. At the expiry of this period no claim whatsoever shall lie on the Purchaser.

- 25.3 The guarantee herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way so as to affect its strength, performance or reliability or any part due to misuse, negligence or accident. The guarantee herein contained shall expire in respect of each item of stores on the expiry of 18 months from the date of its delivery or 12 months from the date of its placing in service which ever is earlier, except in respect of defects notified to the Contractor prior to the expiry of such date.
- 25.4 All replacements that the Purchaser shall call upon the Contractor to deliver this guarantee shall be delivered by the Contractor promptly and satisfactorily.
- 25.5 Any approval or acceptance by the Purchaser of the stores or of the materials incorporated therein shall not in any way limit the Contractor's liability hereunder.
- 25.6 The decision of the Purchaser in regard to Contractor's liability under this guarantee shall be final and conclusive.

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

(Ramdas)
Executive Engineer (TP)I
For and on behalf of President of
India

Tender No. WCRTP2012237 dated 26.09.2012

(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.

Executive Engineer (TP)I
WCR/JBP