

WEST CENTRAL RAILWAY

PURCHASE ORDER

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

No. WCR/TP/2012206/G R Pad/420

Dt.25.02.2013

**M/s. Jaiswal Steel Processing Pvt. Ltd.,
63/6, Nehru Nagar (W),
Dist.- Durg,
Bhilai -490020(CG)**

Dear Sirs,

Sub: Tender no. WCRTP2012206 dated 02.03.2012, opened on 13.04.2012 for manufacture and supply of Grooved Rubber Sole Plate, 60 kg Drg No. T-3711 & 52kg, Drg no. T-3703 as per IRS Specification T-47-2006 (Corrigendum 01 of June'2007) with latest alteration upto date of opening of tender.

**Ref: - 1. Your offer received through E- tender (IREPS website) on date 13.04.2012
2. This office revised A.A.L. No. WCR/TP/2012206/G R Pad dated 01.11.2012**

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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, 60 kg Drg No. T-3711 & 52kg, Drg no. T-3703 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.

S. N.	Item	Consignee	Quantity to be offered (no.)	Basic Rate (₹/no.)	*ED Extra	*CST/VAT Extra	Freight (₹/no.)	All Inclusive Rate (₹/no.)	Total Cost (₹)
1	2	3	4	5	6	7	8	9	10
1	G. R. Pad, 60 Kg RDSO (Drg No-T- 3711),	JBP	77920	31.57	12.36%	5%	1.00	38.25	2980440.00
		BPL	926455	31.57	12.36%	5%	1.00	38.25	35436903.75
		KTT	368266	31.57	12.36%	5%	1.50	38.75	14270307.50
2	G. R. Pad, 52 Kg RDSO (Drg No-T- 3703),	BPL	249381	31.15	12.36%	5%	1.00	37.75	9414132.75
		KTT	88493	31.15	12.36%	5%	1.50	38.25	3384857.25
TOTAL									65486641.25
₹Six crore fifty four lakhs eighty six thousand six hundred forty one & paise twenty five only									

*** ED & CST/VAT will be reimbursed on production of documentary evidence.**

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, 60 kg Drg No. T-3711 & 52kg, Drg no. T-3703 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 with the period of 8 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 24.06.2013
Last 50% quantity in next 04 month i e up to 24.10.2013
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: - 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 (A) (iii) of additional special condition.
15. **Security Deposit for safety items** You have submitted Bank Guarantee No. 594GT01130180002 dated 18.01.2013 for Rs.1,56,700/- valid upto 17.01.2014 issued by HDFC Bank, 38, Darbari Lal Sharma Marg, Pranay Tower, Besides Pratibha Cinema, Lucknow-226001 (U.P.) 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-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.

(A). GR Pad, 60 Kg RDSO Drg. No. T-3711:

S. N.	Indents No.	Date	Date receipt of indent	Indent Qty (in Nos.)	Allocation	Fund availability for 2012-13	Remarks	P.B. /L.B. item no. of 2012-13
BPL								
1	54410410	23.06.11	27.09.11	213108	Revenue-0421328, 0422328, 0425328	Available	Out of 521925 qty., 213108 nos. have been taken into consideration for this P.O	Revenue
2	54410394	21.04.11	14.06.11	25000	DRF-21314104 & 21314204	Available	-	P.B.158/12-13
3	54410395	21.04.11	14.06.11	19322	DRF-21314104 & 21314204	Available	-	P.B.155/12-13
4	54410353	24.04.10	05.07.10	*48378	DRF-21314204	Available	*Out of indented 67728 qty., 19350 nos. have been taken into consideration for P.O. No. WCRTP/2011184/ G R Pad/343 dated 10.01.2012 issued to M/s. P.L.Polymer.	P.B.210/12-13
5	54410354	24.04.10	05.07.10	77522	DRF-21314104	Available	-	P.B.203/12-13
6	54410355	24.04.10	05.07.10	6010	DRF-21314104	Available	-	P.B.184/12-13
7	54410357	02.06.10	01.09.10	316295	Revenue-0421320, 0422328, 0425320	Available	-	Revenue

S. N.	Indents No.	Date	Date receipt of indent	Indent Qty (in Nos.)	Allocation	Fund availability for 2012-13	Remarks	P.B. /L.B. item no. of 2012-13
8	54410373	01.01.11	13.02.11	*220820	Revenue-0421320, 0422328, 0425320	Available	*Out of total indented qty. 316295 nos., 95475 Nos. have been considered in P.O No. WCRTP/ 2011184/ G R Pad/362 dated 02.05.12 issued to firm M/s. Ked Sati Iron & Steel Pvt. Ltd. hence this balance qty. 220820 nos. have been taken into consideration for this P.O.	Revenue
Total				926455				
JBP								
1	MS-01	01.04.11	19.08.11	*77920	21314104/21314204/21314304	Available	*Out of total indented Qty. 187246 nos., 83354 nos. used for 30% option clause of Tender no. WCRTP2010176. Hence, out of balance 103892 qty., 77920 nos. have been taken into consideration for this P.O	160, 162, 157, 263, 264, 271 & 163/12-13
KTT								
1	44283050	08.03.10	23.06.11	95753	Q31-41-04	Available	Out of 102090 qty., 95753 nos. have been taken into consideration for this P.O	P.B.179/12-13
2	44283048	23.10.10	23.06.11	13280	Q31-41-04	Available	-	P.B.299/12-13
3	44283065	18.02.11	16.08.11	24720	Q31-41-04	Available	-	P.B.273/12-13
4	JLW/Deposit/49842011/12	19.05.11	20.06.11	6720	Deposit work	Available	-	Deposit work
5	MTPC//D/49842011/13	01.04.11	22.06.11	25000	Deposit work	Available	-	Deposit work
5	JLW/D/49841119	23.08.11	17.11.11	15000	Deposit work Kalisindh Palwal Jhalawad	Available	-	Deposit work
7	44283047	08.03.10	25.05.10	*181375	Q31-41-5	Available	*Out of total indented qty. 350000 Nos., 41250 nos. already considered under P. O. No. WCR/TP/ 2010176/G R Pad/338 dated 21.11.2011, 115000 nos. also considered under P. O. No.WCRTP/ 2011184 /G R Pad/343 dtd. 10.01.2012 and 12375 nos. have been considered for +30% option clause under P.O.No. WCR/TP/ 2010176/G R Pad/338 dated 21.11.2011	L.B. 333/12-13

S. N.	Indents No.	Date	Date receipt of indent	Indent Qty. (in Nos.)	Allocation	Fund availability for 2012-13	Remarks	P.B. /L.B. item no. of 2012-13
8	44283002	01.04.11	24.01.12	6418	Q31-41-5	Available	-	P.B. 161/12-13
	Total			368266				

(B). GR Pad, 52 Kg RDSO Drg. No. T-3703:

S. N.	Indents No.	Date	Date receipt of indent	Indent Qty. (in Nos.)	Allocation	Fund availability for 2012-13	Remarks	P.B. /L.B. item no. of 2012-13	Page no. of original indent
BPL									
1	54410410	23.06.11	27.09.11	*198601	Revenue-0421328, 0422328, 0425328	Available	*Out of 248476 qty. , 198601 nos. have been taken into consideration for this P.O	Revenue	364/11-12
2	54410400	22.04.11	14.06.11	19958	DRF-21314104 & 21314204	Available	-	P.B. 156/12-13	28/11-12
3	54410401	26.04.11	14.06.11	16662	DRF-21314104 & 21314204	Available	-	P.B. 159/12-13	31/11-12
4	2641-1011	02.07.11	11.08.11	7000	Development of Model Freight terminal at PRKD-2720166204	Available	-	P.B. 32/12-13	162/11-12
5	54410449	06.01.12	07.02.12	*7160	DRF-21314204	Available	*Out of 40410 qty. , 7160 nos. have been taken into consideration for this P.O	L.B. 258/12-13	25/12-13
	Total			249381					
KTT									
1	44283016	18.06.11	15.11.11	*65779	04-210-28	Available	*Out of 83477 qty. , 65779 nos. have been taken into consideration for this P.O	Revenue	416/11-12
2	MTPC/D/49842011/12	01.04.11	23.05.11	2000	Deposit work	Available	-	Deposit work	6/11-12
3	KTT/WP T/II/49841007	17.12.10	03.01.12	1600	Up gradation & Ext. of coaching pit line & coaching length-20434205	Available	-	L.B. 623/12-13	12/12-13
4	44283020	13.07.10	24.01.12	15970	Q31-40-04	Available	-	L.B. 288/12-13	17/12-13
5	44283019	13.07.10	24.01.12	*3144	Q31-41-5	Available	*Out of 14942 qty. , 3144 nos. have been taken into consideration for this P.O	P.B.190/12-13	16/12-13
	Total			88493					

24 Guarantee:

- 24.1** 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.
- 24.2** 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.
- 24.3** 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.
- 24.4** All replacements that the Purchaser shall call upon the Contractor to deliver this guarantee shall be delivered by the Contractor promptly and satisfactorily.
- 24.5** 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.
- 24.6** 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

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

Annexure- H

(Part of Annexure-‘G’ clause 8 of additional special conditions)

Tender No. WC RTP2012206 dated 02.03.2012

(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.

Dy. CE (TP)
WCR/JBP