

WEST CENTRAL RAILWAY

PURCHASE ORDER

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

No. WCR/TP/2012266/G R Pad for D/switch/490

Dt. 23.10.2013

**M/s. V. K. Enterprises,
Opp. Modipon, Hapur Road,
Modinagar-201204 (UP)
Cell no. 09759010399
Phone No.01232-24263**

Dear Sirs,

Sub: Tender no. WCRTTP2012266 dated 21.12.2012, opened on 13.02.2013 for manufacture and supply of Grooved Rubber Sole Plate for Derailing switch to Drg No. T-6068 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/2012266/GR Pad for D/switch dated 13.06.2013

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 Derailing switch to Drg No. T-6068 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- (SSE P. way Depot) Store	Qty (set.)	Basic rate (₹/Set.)	ED Extra @	CST/V AT Extra @	Freight Extra (₹/set.)	All incl. rate (₹/nos.)	Total cost (₹)
1	2	3	4	5	6	7	8	9	10
1	G. R. Pad for Derailing switch to Drg No. T-6068	KTT	171	7485.00	Nil	5%	95.00	7954.25	1360176.75
TOTAL									13,60,176.75
₹Thirteen Lakh sixty Thousand one hundred seventy six and paise seventy five only.									

It may please noted that since the delivery period is 06 months, the 76 sets may supply during current financial year and balance 95 sets will only be supplied in next financial year i.e. 2014-15 within stipulated Delivery Period.

One set of Derailing switch consist of following drawings:-

- (i) RDSO/T-3907 - 4 nos.
 - (ii) RDSO/T-4876 - 6 nos.
 - (iii) RDSO/T-4977 - 20 nos.
 - (iv) RDSO/T-4614 - 48 nos.
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 for Derailing switch to Drg No. T-6068 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 06 months after issue of P.O. Predelivery will be permitted.
Ist installment of 100% quantity in 06 month i e up to 22.04.2014
 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: - 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. 6011ILG001213 dated 05.07.2013 for Rs.1,36,100/- valid upto 04.03.2014 issued by Punjab National Bank, BO: Govindpuri, Modinagar-201201 (U.P.) towards security deposit/performance Guarantee.
As per clause no. 2.2.1, 2.2.3. & 2.2.4 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.

S. N.	Indents No.	Date	Indent Qty. (in sets)	Allocation	Remarks	P.B. /L.B. item no. of 2013-14
KTT						
1	44283007	11.04.12	12	Q31-40	-	P.B..356 /13-14
2	44283088	16.08.11	95	04-211-28	-	Revenue
	44283025	18.06.12	64	Q-31-40	-	P.B.327/ 13-14
	Total		171			

24	Special condition quoted by firm & Railways remarks are as under-	
SN	Conditions Quoted by the Tenderer	Railway's remarks
1	2	3
1	<p>Delivery Period: - 9 months from the date of issue of Purchase order.</p> <p>Delivery Schedule: -9 months from the date of issue of purchase order without maintaining any delivery schedule on monthly or prorata or nay other schedule.</p>	<p>The delivery period of the supply will be 6 months from the date of issue of PO. The Delivery will be completed in single installment of 100% quantity (consignee wise). Firm vide their letter no.260 V/WCR/2013 dated 14.3.13 has not accepted Railways delivery period but he promised to supply within 06 month. Firm further stated that if due to some reasons delivery is not completed within 06 month, then Railway should give extension for 03 month without LD & with PVC. Firm vide their letter no.261V/WCR/ 2013 dated 31.05.13 stated that if order is given upto 60% then the delivery will be completed in 6 months from the date of issue of purchase order in a single installment. As per para 7.0, order will be given for 171 sets out of 340 sets which is less than 60%, hence firm condition now is as per Railways delivery period.</p>
2	<p>Offer Validity (Days): 90</p>	<p>Firm vide their letter no.260V/WCR/2013 dated 14.3.13 has amended the validity of their offers as 180 days from the date of opening of tender.</p>
3	<p>Other Taxes/Duties New Impost:- Any statutory variation or new impost by Central/State Govt. in the rate of Duties or Taxes in original or extended DP will be borne by the purchaser. Any variation in rate of Excise Duty presently Nil or Sales tax presently 5 percent due to implementation of Goods and Service Tax GST during the currency of the contract in original or extended DP will be borne by the purchaser.</p>	<p>Firm vide their letter no. 26V/WCR/2013 dated 14.3.13 accepted this condition as per Railways tender condition.</p>

25 Guarantee:

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)
For and on behalf of President of
India

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

TENDER NO. WCRTP2012266 dated 21.12.2012

(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)
WCR/JBP