

WEST CENTRAL RAILWAY

By Speed Post

PURCHASE ORDER

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

No. WCR/TP/2014299/Composite Rubber Pad/551

Dt. 07.01.2015

**M/s. Avadh Rubber (Prop. Madras Elastomers Ltd.),
B-12, Industrial Area, Amausi Aerodrome,
Lucknow-226008 (U.P.)
FAX No. 05222438929**

Dear Sirs,

Sub: Tender no. WCRTP2014299 dated 10.02.2014 opened on 27.03.2014 for manufacture and supply of 6.2 mm thick Composite Grooved Rubber Sole Plate for 60 kg Rail Drg No. T-6618 as per IRS Specification for Composite Grooved Rubber Sole Plates for placing beneath Rails (Provisional-2006) No.RDSO/M&C/RP-198/2006 as amended upto date of opening of tender.

Ref: - (i) This office Counter Offer. No. WCR/TP/2014299/Composite Rubber Pad dated 30.10.2014

(ii) Your letter No. AR/14-15/CAMP-JBP dated 30.10.2014.

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 6.2 mm thick Composite Grooved Rubber Sole Plate for 60 kg Rail Drg No. T-6618 as per IRS Specification for Composite Grooved Rubber Sole Plates for placing beneath Rails (Provisional-2006) No.RDSO/M&C/RP-198/2006 as amended upto date of opening of tender.**

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

S. No.	Item	Consignee SSE/P.way /Store.	Quantity Offered (nos)	Basic Rate (₹/nos.)	*ED Extra @	* CST/VAT Extra@	Freight Extra (₹/nos.)	All Inclusive Rate (₹/nos.)	Total Cost (₹/nos.)
1	2	3	4	5	6	7	8	9	10
1	6.2 mm thick composite GRSP to RDSO Drg. No. T-6618	BPL	105978	40.00	12.36%	14.5%	1.10	52.56	55,70,203.68
		KOTA	208607	52.11	Inclusive	Inclusive 5%	0.00	52.11	1,08,70,510.77
Total cost ₹ 1,64,40,714.45 only									
(₹ One Crore Sixty Four Lakh Forty Thousand Seven Hundred Fourteen & Paise Forty Five only)									

*ED, CST/VAT will be paid on submission of documentary evidence.

Note: The PVC will be calculated based on basic rate of ₹44.16 per no. (₹52.11-12.36% ED-5% CST =₹44.16) for KOTA Consignee only. In case of change in ED & CST during currency of contract, basic rate for purpose of calculation of PVC will be calculated accordingly.

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 6.2 mm thick Composite Grooved Rubber Sole Plate for 60 kg Rail Drg No. T-6618 as per IRS Specification for Composite Grooved Rubber Sole Plates for placing beneath Rails (Provisional-2006) No.RDSO/M&C/RP-198/2006 as amended 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 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 06.05.2015
Last 50% quantity in next 04 month i e up to 06.09.2015
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% for BPL & 12.36% (inclusive) for KOTA
 - (ii) Sales Tax: -14.5% for BPL & 5% (inclusive) for KOTA consignee
 - (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 ó 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 Composite GRSP, 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. 594GT02143330001 dated 29.11.2014 for Rs.10,00,000/- (Rs. Ten Lakhs only) valid upto 26.11.2015 issued by HDFC Bank Limited, Pranav Tower, 38, Darbari Lal Sharma Marg, Beside Pratibha Cinema, Lucknow-226001 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 Nos.)	Allocation	Remarks	P.B. /L.B. item no. of 2014-15	Outlay provided in PB/LB 2014-15 (figures in thousands)
BPL							
1	54410588	22.06.13	9960	DRF-21314204	-	P.B.262/14-15	22,51
2	54410596	24.06.13	44820	DRF-21314204	-	P.B.278/14-15	1,01,20
3	54410606	24.06.13	12450	DRF-21314204	-	P.B.279/14-15	28,14
4	54410619	28.06.13	*38748	DRF-21314204	*Out of total qty. 244468 nos., 38748 nos. has been considered for this P.O.	P.B.391/14-15	47,25
	Total		105978				
KTT							
1	44283005	20.05.13	*208607	Q31-40	*Out of total qty.344552 nos., 208607 nos. has been considered for this P.O.	P.B.385/14-15	1,83,32

- 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 δ as made δ 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 δ 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.
- 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 δ s liability hereunder.
- 24.6** The decision of the Purchaser in regard to Contractor δ s liability under this guarantee shall be final and conclusive.
- 24.7** The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid to cover the service life of 300 GMT or a period of 8 years from the date of supply whichever is earlier, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment therefore made by the Purchaser.

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

(K. K. Pali)
Dy.Chief Engineer (TP)
For and on behalf of President of
India

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

TENDER NO. WCRTP2014299 dated 10.02.2014

(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> 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> 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>.
- 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>.
- F1= WPI for Fuel and Power as prevalent during the month just preceding the month of inspection as per <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> 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. Chief Engineer (TP)
WCR/JBP