

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

No. WCR/TP/2016328/GRSP T/outs 1:8.5 & 1:12/600

Dt. 23.08.2016

**M/s. Royal Elastomers Pvt. Ltd.,
Village Kandarka Ahiwara Road Dist Durg,
Raipur, Chhattisgarh, India-493221
FAX No. 07712324495
Email: prateek.saraogi@gmail.com**

Dear Sir,

Sub: - Tender no. WCRTTP2016328 dated 09.02.2016 opened on 17.03.2016 for manufacture and supply of Grooved Rubber Sole Plate for 1 in 8.5, 60 kg Turn out Drg. no.T4865, 4966 & 4967 and Grooved Rubber Sole Plate for 1 in 12, 60 kg Turn out Drg. no.T-4218 to 4220 as per IRS Specification T-47-2006 (corrigendum 01 of June'2007) with latest alteration upto date of opening of tender.

Ref: - (i) This Office A.A.L. No. WCR/TP/2016328/GRSP T/outs 1:8.5 & 1:12 dated 06.07.2016

(ii) Your letter No. REPL/WCR/AT/GRSP/16-17/25 dated 07.07.2016

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** Tender for manufacture and supply of Grooved Rubber Sole Plate for 1 in 8.5, 60 kg Turn out Drg. no.T4865, 4966 & 4967 and Grooved Rubber Sole Plate for 1 in 12, 60 kg Turn out Drg. no.T-4218 to 4220 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 SSE/P.Way /Stores..	Quantity allotted (Set)	Basic rate (₹/set)	*ED Extra @	*CST/ VAT Extra @	Freight Extra (₹/Set)	All incl. rate (₹/Set)	Total cost (₹)
Grooved Rubber Sole Plate for 1 in 8.5, 60 kg Turn out Drg. no.T4865, 4966	JBP	173	6165.00	12.50%	5%	90.00	7372.41	1275426.93
	BPL	603	6165.00	12.50%	5%	120.00	7402.41	4463653.23
	KTT	182	6165.00	12.50%	5%	150.00	7432.41	1352698.62
Grooved Rubber Sole Plate for 1 in 12, 60 kg Turn out Drg. no.T-4218 to 4220	JBP	212	9360.00	12.50%	5%	170.00	11226.50	2380018.00
	BPL	492	9360.00	12.50%	5%	200.00	11256.50	5538198.00
	KTT	488	9360.00	12.50%	5%	240.00	11296.50	5512692.00
Total Cost	₹ Two Crore Five Lakh Twenty Two Thousand Six Hundred Eighty Six and Paise Seventy Eight only.							2,05,22,686.78

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

Quantity required for 1 in 8.5, 60 kg PSC turn out is given below:-

Sr. No.	Dr. No.	Quantity required in nos.
1	RT-4614	158
2	RT-4977	24*
3	RT-4876	6
4	RT-6198	1
5	RT-6199	1
6	RT-6200	1
7	RT-6201	1
8	RT-6202	1
9	RT-6203	1
10	RT-4615	16
11	RT-3907	4
12	RT-6800	1
13	RT-6800/1	1
14	RT-6801	1
15	RT-6801/1	1

*** 2 nos. additional quantity taken as required during replacement of gauge tie plate.**

Quantity required per set for 1 in 12, 60 kg PSC turn out is given below:-

Sr. No.	Dr. No.	Quantity required in nos.
1	RT-4614	242
2	RT-4615	16
3	RT-6204	1
4	RT-6205	1
5	RT-6206	1
6	RT-6207	1
7	RT-6208	1
8	RT-6209	1
9	RT-6210	1
10	RT-6211	1
11	RT-4610	38*
12	RT-4611	2
13	RT-4612	6
14	RT-4613	6
15	RT-3907	4
16	RT-6842	1
17	RT-6843	1
18	RT-6844	1
19	RT-6845	1
20	RT-6846	1

*** 2 nos. additional quantity taken as required during replacement of gauge tie plate.**

- 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 1 in 8.5, 60 kg Turn out Drg. no.T4865, 4966 & 4967 and Grooved Rubber Sole Plate for 1 in 12, 60 kg Turn out Drg. no.T-4218 to 4220 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** Delivery of materials will be made by Road to the Depot of consignee.
- 7 **Delivery Period** Full ordered qty. to be supplied with the period of 10 months after issue of P.O.
1st 50% quantity in 05 months i.e. up to 22.01.2017
Last 50 % quantity in next 05 months i.e. up to 22.06.2017
Pre-delivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
8. **Inspection** Inspection of finished material will be done by **RDSO** 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: - 12.5% extra
(ii)Sales Tax: - 5% extra.
(iii) Freight:- Extra
(iv) 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** Full 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. **Guarantee**
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.

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.
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 whichever is earlier, except in respect of defects notified to the Contractor prior to the expiry of such date.
4. All replacements that the Purchaser shall call upon the Contractor to deliver, this guarantee shall be delivered by the Contractor promptly and satisfactorily.
- 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.
6. The decision of the Purchaser in regard to Contractor's liability under this guarantee shall be final and conclusive

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| 15. | EMD | The firm is on RDSO's approved list Manufacture and Supply of G. R. Pad for 1 in 8.5, 60 kg Turn out Drg. no.T4865, 4966 and G. R. Pad for1 in 12, 60 kg Turn out Drg. no.T-4218 to 4220 , hence exempted from remitting EMD as per clause No. 2.1.2 (A) of additional special condition. |
| 16 | Security Deposit for safety items | You have submitted Bank Guarantee No. 11640100004671 dated 11.07.2016 for Rs.10,00,000/- valid upto 11.07.2017 issued by AXIS Bank Limited, Credit Management Centre, Kolkata 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. |
| 17. | 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 |
| 18 | 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). |
| 19 | 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. |
| 20 | Option to vary the ordered quantity | As mentioned in special condition No.10 “The Chief Engineer (TP), West Central Railway reserves the right to enhance or reduce the contracted quantity up to 30% at the acceptance rate, terms and |

conditions of the order at the sole discretion. The discretion of the Chief Engineer (TP), West Central Railway in this regard can be exercised any time before the expiry of D. P. /extended D. P. If quantity is increased by or up to 30% suitable extension in Delivery period will be granted by the purchaser..”

- 21 **Force Majeure Clause** Railway’s Standard Force Majeure Clause, as per tender schedule shall be Applicable.
- 22 **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.
- 23 **Rejection at destination** As mentioned in Additional special condition of contract No.17&18 of Annexure “G” of Tender Document.
- 24 **Allocation** Chargeable Head mentioned in Indent

S. N.	Indents No.	Date	Indent Qty. (in sets.)	Cost	Allocation	PB/LB 2016-17
GRSP for T/outs 1:8.5, 60 kg. (T-4865, 4966 & 4967)						
JBP						
1	SSGJ/03785021	30.04.13	4	62149.00	43164104	P.B.40
2	MS No. 16	18.07.13	106	2063018.64	21314104/ 21314204/ 21314304	P.B.424
3	BSDL/03785021	02.04.14	8	124299.00	20164104	P.B.30
4	MS No.01	09.04.15	34	658322.96	04221028	Revenue
5	MS No. 18/08	22.05.15	21	406611.24	21314104/ 21314204/ 21314304	P.B.435
	Total		173			
BPL						
1	2641-1244	04.10.12	2	31074.70	Aug. of MLR Coaches 500-750 at CRWS NSZ -33 43426304	P.B.615
2	54410533	11.10.12	140	2175229.00	DRF-21314204	P.B.241
3	54410551	15.10.12	74	1149763.90	DRF-21314204	P.B.242
4	2641-1209	23.11.12	2	38924.28	Myana Conversion of Halt Stn. into Xing stn.43166204	P.B.39
5	2641-1166	15.04.13	2	38924.88	Mathela Conversion of ‘C’ Class station to ‘B’ Class station-43166204	P.B.36
6	2641-2090	26.09.13	2	38924.88	Parakheda Conversion of D-Class stn. in to B-Class – 43166204	P.B.38
7	54410755	16.10.13	25	486561.00	DRF-21314204	L.B.443
8	54410759	16.10.13	25	486561.00	DRF-21314204	L.B.444
9	54410763	16.10.13	25	486561.00	DRF-21314204	L.B.445
10	54410783	07.08.14	104	2013693.76	Rev. 0421128	Revenue
11	2641-2210	26.12.14	8	154899.52	GUNA-Ruthiyai Dobling - 2620154304	5
12	54410979	02.09.15	93	1800706.92	DRF-21314204	P.B.436
13	2641-2168	15.05.15	18	348523.92	Isolation & upgration of signaling at 8 stns. - 53334204	P.B.575
14	54410902	20.05.15	49	948759.56	Rev.0421128	Revenue
15	54411076	04.04.16	34*	948759.56	Rev.0421128	Revenue
	* Out of total 49 sets 34 sets has been considered for this P.O.					
	Total		603			
KTT						
1	44283048	28.07.12	27	419508.45	Q31-40	P.B.405
2	49841311/W/Pit	06.03.13	04	62150.60	214242105	P.B.627

S. N.	Indents No.	Date	Indent Qty. (in sets.)	Cost	Allocation	PB/LB 2016-17
3	44283083	19.07.13	50	973122.00	Q31-40	P.B.426
4	44283132	27.08.13	4	77849.60	Q31-40	L.B.235
5	49841320/Loop Part	10.09.13	01	19462.44	20114205	P.B.2
6	49841436/N.W. Pit	18.10.14	01	19362.44	214242-05	P.B.627
7	49842015/07	27.01.15	01	19642.44	21334205	P.B.585
8	49842015/13	06.02.15	01	19362.44	20164205	P.B.42
9	44283056	13.03.15	73	1413458.12	Q31-40	P.B.431
10	44283007	14.03.15	20	387248.80	04-211-28	Revenue
Total			182			
Total of (JBP, BPL & KTT)			958			
GRSP for T/outs 1:12, 60 kg. (T-4218 to 4220)						
JBP						
1	SSGJ/03785020	30.04.13	4	87832.00	43164104	P.B.40
2	SSE/PW/C/NU/P.D./GPC-BELD/ 17	20.05.13	2	43916.00	20154304	P.B.08
3	MS No. 18	23.10.13	42	1211433.72	21314104/ 21314204/ 21314304	P.B.425
4	BSDI/03785020	02.04.14	4	87832.00	20164104	P.B.30
5	MS No.01	09.04.15	46	1277828.48	04221028	Revenue
6	MS No. 02/8	20.04.15	66	1833406.08	21314104/ 21314204/ 21314304	P.B.433
7	MS No. 15/04	20.04.15	11	305567.68	21314104/ 21314204/ 21314304	P.B.430
8	MS No. 16/03	20.04.15	37	1027818.56	21314104/ 21314204/ 21314304	P.B.434
Total			212			
BPL						
1	54410532	11.10.12	10	219579.10	DRF-21314204	P.B.241
2	54410550	15.10.12	126	2766696.66	DRF-21314204	P.B.242
3	2641-1100	23.11.12	2	43915.82	Myana Conversion of Halt Stn. into Xing stn.43166204	P.B.39
4	2641-1162	15.04.13	9	259592.94	Mathela Conversion of 'C' Class station to 'B' Class station-43166204	P.B.36
5	2641-2125	02.08.13	4	115374.64	LAR-SGRL New Line Project -01 20114004	P.B.01
6	2641-2067	26.09.13	2	57687.32	Parakheda Conversion of D-Class stn. in to B-Class - 43166204	P.B.38
7	54410753	16.10.13	25	721091.50	DRF-21314204	L.B.443
8	54410757	16.10.13	25	721091.50	DRF-21314204	L.B.444
9	54410761	16.10.13	25	721091.50	DRF-21314204	L.B.445
10	54410782	07.08.14	125	3472360.00	Rev. 0421128	Revenue
11	2641-2203	26.12.14	23	638914.24	GUNA-Ruthiyai Doubling - 2620154304	P.B.05
12	2641-2145	15.05.15	3	83336.64	Isolation & upgradation of signaling at 8 stns.-53334304	P.B.575
13	54410901	20.05.15	54	1500059.52	Rev.0421128	Revenue
14	54410978	02.09.15	1	27778.88	DRF-21314204	P.B.436
15	2641-2319	03.12.15	4	111115.52	Sontalai-Bagra Tawa Doubling (7.0 kms) EBR (IF) PH-15 564304	P.B.13
16	54411075	04.04.16	54	1500059.52	Rev.0421128	Rev.
Total			492			
KTT						
1	44283048	28.07.12	179	3930465.80	Q31-40	P.B.405
2	44283068	18.09.12	10	219579.10	Deposit Work	-
3	44283036	26.06.13	50	1442183.00	Q31-40	L.B.357
4	442830144	25.01.14	100	2884366.00	Q31-40	P.B.429
5	49842014/11	17.11.14	11	305567.68	20164305	P.B.42

S. N.	Indents No.	Date	Indent Qty. (in sets.)	Cost	Allocation	PB/LB 2016-17
6	49842015/05	27.01.15	01	28843.66	21334205	P.B.585
7	49842015/15	06.02.15	12	333346.56	20164205	P.B.42
8	44283006	14.03.15	43	1194491.84	04-211-28	Revenue
9	44283108	24.03.15	20	555577.60	Q31-41	L.B.240
10	44283102	24.06.15	20	555577.60	Q31-41	L.B.356
11	44283075	12.06.15	30	833366.40	Q31-40	L.B.381
12	44283021	01.04.16	12*	1027818.56	Q31-40	P.B.513
* Out of total 37 sets 12 sets has been considered for this P.O.						
Total			488			
Total of (JBP, BPL & KTT)			1192			

25 Special condition Firm has not quoted any terms and condition.

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'(Price Variation Clause), & 'M' (BG Format)

(Sanjeev Kumar)
DyCE (TP)
For and on behalf of President of India

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

PRICE VARIATION

TENDER NO. WCRTP2016328 dated 09.02.2016

(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.

(Sanjeev Kumar)

DyCE (TP)

For and on behalf of President of India