

WEST CENTRAL RAILWAY

PURCHASE ORDER

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

No. WCR/TP/2016329/GRSP for SEJ/601

Dt. 05.09.2016

**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. WCRTP2016329 dated 22.02.2016 opened on 05.04.2016 for manufacture and supply of Grooved Rubber Sole Plate for SEJ to Drg no. T-4159 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/2016329/GRSP for SEJ dated 21/22.06.2016

(ii) Your letter No. REPL/WCR/AT/GRSP/16-17/22 dated 23.06.2016

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 SEJ to Drg no. T-4159 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 (Nos.)	Basic rate (₹/Nos.)	*ED Extra @	*CST/ VAT Extra @	Freight Extra (₹/Nos.)	All incl. rate (₹/Nos.)	Total cost (₹)
G. R. Pad for SEJ to Drg No. T-4159	JBP	3731	99.00	12.50%	5%	1.50	118.44	441899.64
	BPL	7167	99.00	12.50%	5%	2.00	118.94	852442.98
	KTT	13332	99.00	12.50%	5%	3.00	119.94	1599040.08
Total Cost	₹ Twenty Eight Lakh Ninety Three Thousand Three Hundred Eighty Two and Paise Seventy only.							28,93,382.70

*ED, CST/VAT will be reimbursed on submission 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 for SEJ to Drg no. T-4159 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 08 months after issue of P.O.
1st 50% quantity in 04 months i.e. up to 04.01.2017
Last 50 % quantity in next 04 months i.e. up to 04.05.2017
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
15. **EMD** The firm is on RDSO's approved list Manufacture and Supply of G. R. Pad for SEJ to Drg No. T-4159, 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. 11640100004629 dated 29.06.2016 for Rs.2,90,200/- valid upto 27.05.2017 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 Nos.)	Cost	Allocation	PB/LB 2016-17
JBP						
1	MS No. 02	20.04.12	252	71033.76	21314104/ 21314204/ 21314304	P.B. 316/16-17
2	MS No. 03	10.05.13	204	57503.52	21314104/ 21314204/ 21314304	P.B. 246/16-17
3	MS No. 04	10.05.13	36	10147.68	21314104/ 21314204/ 21314304	P.B. 245/16-17
4	MS No.05	10.05.13	96	27060.48	21314104/ 21314204/ 21314304	P.B. 293/16-17
5	MS No. 06	10.05.13	36	10147.68	21314104/ 21314204/ 21314304	P.B. 285/16-17
6	MS No. 07	10.05.13	60	16912.80	21314104/ 21314204/ 21314304	P.B. 292/16-17
7	MS No. 08	10.05.13	108	30443.04	21314104/ 21314204/ 21314304	P.B. 288/16-17
8	MS No. 09	10.05.13	60	16912.80	21314104/ 21314204/ 21314304	P.B. 291/16-17
9	MS No. 10	10.05.13	48	13530.24	21314104/ 21314204/ 21314304	P.B. 326/16-17
10	MS No. 11	10.05.13	60	16912.80	21314104/ 21314204/ 21314304	P.B. 329/16-17
11	MS No. 12	10.05.13	60	16912.80	21314104/ 21314204/ 21314304	P.B. 333/16-17
12	MS No. 15	24.06.13	468	131919.84	21314104/ 21314204/ 21314304	P.B. 398/16-17

S. N.	Indents No.	Date	Indent Qty. (in Nos.)	Cost	Allocation	PB/LB 2016-17
13	MS No. 02/09	01.09.14	60	15858.00	21314104/ 21314204/ 21314304	P.B. 248/16-17
14	MS No. 03/06	01.09.14	48	12686.40	21314104/ 21314204/ 21314304	P.B. 336/16-17
15	MS No. 04/06	01.09.14	48	12686.40	21314104/ 21314204/ 21314304	P.B. 338/16-17
16	MS No. 05/05	01.09.14	48	12686.40	21314104/ 21314204/ 21314304	P.B. 339/16-17
17	MS No. 07/06	01.09.14	24	6343.20	21314104/ 21314204/ 21314304	L.B. 236/16-17
18	MS No. 06/08	01.09.14	48	12686.40	21314104/ 21314204/ 21314304	P.B. 352/16-17
19	MS No. 01	09.04.15	683	180516.90	04221028	Revenue
20	MS No. 07/09	18.04.15	168	44402.40	21314104/ 21314204/ 21314304	P.B.399/16-17
21	MS No. 08/09	18.04.15	216	57088.80	21314104/ 21314204/ 21314304	P.B. 397/16-17
22	MS No. 09/02	20.04.15	780	206154.00	21314104/ 21314204/ 21314304	P.B. 449/16-17
23	SSE/PW/C/Nu/C/P. D./GPC-BELD- 03785-19	20.05.13	24	6760	20154304	P.B. 08/16-17
24	SSGJ/03785022	30.04.13	48	13530.00	43164104	P.B. 40/16-17
25	BSDL/03785022	02.04.14	48	13530.00	20164104	P.B. 30/16-17
	Total		3731			
BPL						
1	54410602	24.06.13	120	33825.60	DRF- 21314204	P.B. 330/16-17
2	54410611	24.06.13	36	10147.68	DRF- 21314204	P.B. 332/16-17
3	54410593	22.06.13	36	10147.68	DRF- 21314204	P.B. 331/16-17
4	54410616	26.06.13	264	74416.32	DRF- 21314204	P.B. 287/16-17
5	54410624	29.06.13	660	186040.80	DRF- 21314204	P.B. 468/16-17
6	54410682	22.08.13	180	50738.40	DRF- 21314204	P.B. 328/16-17
7	54410781	07.08.14	1744	460939.20	Rev. 0421128	Revenue
8	54410859	12.05.15	36	9514.80	DRF- 21314204	P.B. 298/16-17
9	54410867	12.05.15	60	15858.00	DRF- 21314204	P.B. 345/16-17
10	54410875	12.05.15	108	28544.40	DRF- 21314204	P.B. 342/16-17

S. N.	Indents No.	Date	Indent Qty. (in Nos.)	Cost	Allocation	PB/LB 2016-17
11	54410881	12.05.15	72	19029.60	DRF-21314204	P.B. 343/16-17
12	54410891	12.05.15	2400	634320.00	DRF-21314204	P.B. 484/16-17
13	54410900	20.05.15	671	177345.30	Rev.0421128	Revenue
14	2641-1112	23.11.12	72	20295.36	43166204	P.B. 39/16-17
15	2641-2040	15.04.13	72	20295.36	431662.04	P.B. 36/16-17
16	2641-2126	02.08.13	72	20295.36	01 20114004	P.B. 1/16-17
17	2641-2078	26.09.13	72	20295.36	43166204	P.B. 38/16-17
18	2641-2211	26.12.14	312	82461.60	26 20154304	P.B. 5/16-17
19	54410940	18.06.15	120	31716.00	DRF-21314204	P.B. 300/16-17
20	54410970	02.09.15	60	15858.00	DRF-21314204	P.B. 436/16-17
	Total		7167			
KTT						
1	44283020	16.06.12	24	6765.12	Q31-40	P.B. 327/16-17
2	44283052	01.08.12	72	20295.36	Q31-77 Q31-40 Q31-76	P.B. 405/16-17
3	44283059	18.09.12	24	6765.12	Deposit Work	Deposit Work
4	44283012	20.05.13	552	155597.76	Q31-40	P.B. 244/16-17
5	44283026	19.06.13	60	16912.80	Q31-40	P.B. 326/16-17
6	44283035	26.06.13	420	118389.60	Q31-40	L.B. 452/16-17
7	44283057	08.07.13	780	219866.40	Q31-40	P.B. 467/16-17
8	44283067	08.07.13	144	40590.72	Q31-40	P.B. 325/16-17
9	44283071	09.07.13	408	115007.04	Q31-40	L.B. 353/16-17
10	44283093	22.07.13	96	27060.48	Q31-40	L.B. 274/16-17
11	44283102	23.07.13	48	13530.24	Q31-40	L.B. 273/16-17
12	44283111	23.07.13	48	13530.24	Q31-40	L.B. 280/16-17
13	44283121	24.07.13	24	6765.12	Q31-40	L.B. 272/16-17
14	44283128	14.08.13	360	101476.80	Q31-40	L.B. 349/16-17
15	44283018	22.07.14	2736	723124.80	04-211-28	Revenue
16	44283008	11.03.15	72	19029.60	Q31-40	P.B. 340/16-17
17	44283036	12.03.15	2868	758012.40	Q31-40	P.B. 482/16-17
18	44283010	14.03.15	2400	634320.00	04-211-28	Revenue
19	44283095	12.06.15	96	25372.80	Q31-40	L.B. 276/16-17
20	49842014/13	17.11.14	144	40590.72	20164305	P.B. 42/16-17
21	49842015/16	06.02.15	36	9514.80	20164205	P.B. 42/16-17
22	44283019	11.03.15	264	69775.20	Q31-40	P.B. 343/16-17
23	44283029	12.03.15	384	101491.20	Q31-40	P.B. 341/16-17
24	44283072	10.06.15	360	95148.00	Q31-40	L.B. 378/16-17
25	44283118	24.06.15	240	63432.00	Q31-41	L.B. 389/16-17
26	44283129	06.07.15	600	158580.00	Q31-40	L.B. 374/16-17
27	44283135	15.07.15	24	6343.20	Q31-40	L.B. 387/16-17
28	44283161	16.07.15	24	6343.20	Q31-40	L.B. 271/16-17
29	44283153	16.07.15	24	6343.20	Q31-40	P.B. 493/16-17
Total			13332			
Total of (JBP, BPL & KTT)			24230			

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'

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

PRICE VARIATION

TENDER NO. WCRTTP2016329 dated 22.02.2016

(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