

**WEST CENTRAL RAILWAY****PURCHASE ORDER**

**HEAD QUARTER OFFICE  
ENGG. BRANCH, 2<sup>nd</sup> FLOOR,  
NEAR INDIRA MARKET,  
JABALPUR.**

No. WCR/TP/2015322/Composite G R Pad/605

Dt. 23.09.2016

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

Dear Sir,

**Sub: - Tender no. WCRTP2015322 dated 03.12.2015 opened on 08.01.2016 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 specifications for Composite Grooved Rubber Sole Plates for placing beneath Rails (Provisional-2006) No.RDSO/M&C/RP-198/2006 as amended upto date.**

**Ref: - (i) This Office C.O. No. WCR/TP/2015322/Composite G R Pad dated 18.07.2016  
(ii) Your letter No. AR/16-17/431 dated 21.07.2016**

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:-

- Full description of Stores** Tender 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 specifications for Composite Grooved Rubber Sole Plates for placing beneath Rails (Provisional-2006) No.RDSO/M&C/RP-198/2006 as amended upto date.
- Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Consignee SSE/P.Way /Stores..	Quantity allotted (No.)	Basic rate (₹/No.)	*ED Extra @	*CST/ VAT Extra @	Freight Extra (₹/No.)	All incl. rate (₹/No.)	Total cost (₹)
6.2 mm thick Composite Grooved Rubber Sole Plate for 60 Kg rail Drg. No. T-6618	Kota	412509	35.80	Nil	Inclusive 5%	0.00	35.80	1,47,67,822.20
<b>Total Cost</b>	<b>₹ One Crore Forty Seven Lakh Sixty Seven Thousand Eight Hundred Twenty Two and Paise Twenty only.</b>							<b>1,47,67,822.20</b>

\*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 6.2 mm thick Composite Grooved Rubber Sole Plate for 60 Kg rail Drg. No. T-6618 as per IRS specifications for Composite Grooved Rubber Sole Plates for placing beneath Rails (Provisional-2006) No.RDSO/M&C/RP-198/2006 as amended upto date.
- 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 11 months after issue of P.O.  
1<sup>st</sup> 50% quantity in 06 months i.e. up to 22.03.2017  
Last 50 % quantity in next 05 months i.e. up to 22.08.2017  
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: - Nil  
(ii)Sales Tax: - Inclusive 5%.  
(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.
  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.
  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.
15. **Warranty Period**                      The warranty period of the CGRSP shall be of 300 GMT of service or 8 years from date of supply, whichever is earlier.
16. **Pooled Performance Guarantee (PG)**                      A "Pooled PG" in the form of bank guarantee (initially valid for 10 years), shall be required to be maintained by the vendors of CGRSP for an amount of Rs.30 lacs for Part-I & of Rs. 20 lacs for Part-II list vendors, on any one of the Railway, who in turn will advise the same to RDSO, Board and other Zonal Railways. As and when, any Zonal Railways encashes the PG of a firm, the intimation regarding the same shall be given to RDSO, Board and other Zonal Railways, and the concerned Firm will be required to submit a new PG afresh to any of the Zonal Railway within a month, which may have placed P.O. for W.188.C.2928/2014 Part 'B'02-General Conditions for Composite GRSP Page 7 of 11 this item on that firm. This Railway in turn will advise of the same to RDSO, Board and other Zonal Railways.

- |                        |  |   |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |
|------------------------|--|---|------------------------|--|--|--------------------|------------------|------------------|-----------------|-------------------|-------------------|-------------------|--|--|
| 17.                    | <b>In- service serviceability criteria</b>   | <table border="1"> <tr> <td>Property to be checked</td> <td>Criteria up to 4 years service life or up to 150 GMT, whichever is earlier (6.0 mm thick when new)</td> <td>Criteria beyond 4 years/150 GMT &amp; up to 8 years/ 300 GMT, whichever is earlier (6.0 mm thick when new)</td> </tr> <tr> <td>Residual Thickness</td> <td>4.5 mm (Minimum)</td> <td>4.2 mm (Minimum)</td> </tr> <tr> <td>Load Deflection</td> <td>0.50 mm (Minimum)</td> <td>0.40 mm (Minimum)</td> </tr> <tr> <td>Toe load checking</td> <td>Difference of toe load not to be more than 15% of the toe load obtained with a new rubber pad vis-à-vis the same obtained with the old rubber pad.</td> <td>Difference of toe load not to be more than 15% of the toe load obtained with the new rubber pad vis-à-vis the same obtained with the old rubber pad.</td> </tr> </table> | Property to be checked | Criteria up to 4 years service life or up to 150 GMT, whichever is earlier (6.0 mm thick when new) | Criteria beyond 4 years/150 GMT & up to 8 years/ 300 GMT, whichever is earlier (6.0 mm thick when new) | Residual Thickness | 4.5 mm (Minimum) | 4.2 mm (Minimum) | Load Deflection | 0.50 mm (Minimum) | 0.40 mm (Minimum) | Toe load checking | Difference of toe load not to be more than 15% of the toe load obtained with a new rubber pad vis-à-vis the same obtained with the old rubber pad. | Difference of toe load not to be more than 15% of the toe load obtained with the new rubber pad vis-à-vis the same obtained with the old rubber pad. |
| Property to be checked | Criteria up to 4 years service life or up to 150 GMT, whichever is earlier (6.0 mm thick when new)   | Criteria beyond 4 years/150 GMT & up to 8 years/ 300 GMT, whichever is earlier (6.0 mm thick when new)  |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |
| Residual Thickness     | 4.5 mm (Minimum)   | 4.2 mm (Minimum)  |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |
| Load Deflection        | 0.50 mm (Minimum)  | 0.40 mm (Minimum)   |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |
| Toe load checking      | Difference of toe load not to be more than 15% of the toe load obtained with a new rubber pad vis-à-vis the same obtained with the old rubber pad. | Difference of toe load not to be more than 15% of the toe load obtained with the new rubber pad vis-à-vis the same obtained with the old rubber pad.  |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |
| 18.                    | <b>EMD</b>   | The firm is on RDSO's approved list 6.2 mm thick Composite Grooved Rubber Sole Plate for 60 Kg rail Drg. No. T-6618, hence exempted from remitting EMD as per clause No. 2.1.2 (A) of additional special condition.   |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |
| 19                     | <b>Security Deposit for safety items</b>   | You have submitted Bank Guarantee No. 594GT02162210003 dated 08.08.2016 for Rs.10,00,000/- valid upto 03.08.2017 issued by HDFC Bank Limited, Pranav Tower, 38, Darbari Lal Sharma Marg, Lucknow-226001 towards security deposit/performance Guarantee.<br>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.  |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |
| 20.                    | <b>Octroi</b>  | 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  |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |
| 21                     | <b>Transit Insurance</b>   | 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).  |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |
| 22                     | <b>IRS Condition of Contract</b>   | The firm has submitted tender documents through IREPS duly digital signed and hence accepted IRS condition of contract up to date.  |                        |  |  |                    |                  |                  |                 |                   |                   |                   |  |  |

- 23 **Option to vary the ordered quantity** As mentioned in special condition No.10 “The Principal Chief Engineer 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 Principal Chief Engineer, 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.”
- 24 **Force Majeure Clause** Railway’s Standard Force Majeure Clause, as per tender schedule shall be Applicable.
- 25 **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.
- 26 **Rejection at destination** As mentioned in Additional special condition of contract No.17&18 of Annexure “G” of Tender Document.
- 27 **Allocation** Chargeable Head mentioned in Indent

S. N.	Indents No.	Date	Indent Qty. (in nos.)	Cost	Allocation	PB/LB 2016-17
<b>KTT</b>						
1	44283006	30.06.14	*78530	1,40,86,170.79	Q31-41	P.B.-459
<b>*Out of 273571 nos. 195041 nos. has been considered for P.O. to M/s. Tayal &amp; Co. Baddi and balance 78530 nos. has been considered for this P.O.</b>						
2	44283033	11.09.14	33200	17,09,468.00	Q31-40	L.B.340
3	44283004	11.03.15	20295	1064675.70	Q31-40	P.B.-340
4	44283014	11.03.15	71805	3766890.30	Q31-40	P.B.-344
5	44283024	12.03.15	107004	5613429.84	Q31-40	P.B.-341
6	44283042	12.03.15	**101675	25168576.82	Q31-41	P.B.-479
<b>**Out of 479767 nos. 101675 nos. has been considered for this P.O.</b>						
<b>Total</b>			<b>412509</b>			

- 28 **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**

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

**PRICE VARIATION**

**TENDER NO. WCRTP2015322 dated 03.12.2015**

**(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**