

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

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

No. WCR/TP/2016341/GR Pad D/S/621

Dt. 23.12.2016

**M/s. B. K. Industries,  
31, Rajendra Park, Pusa road,  
New Delhi -110060  
FAX No. 07712324495  
Email: bkgroupind@gmail.com**

**Dear Sir,**

**Sub: - Tender no. WCRT2016341 dated 24.06.2016 opened on 04.08.2016 for manufacturing 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 C.O. No. WCR/TP/2016341/GR Pad D/S dated 13.10.2016**

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 manufacturing 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.
- 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 derailing switch to Drg no. T-6068	JBP	26	3467.56	Nil	5%	150.00	3790.94	98,564.44
	BPL	29	3486.61	Nil	5%	150.00	3810.94	1,10,517.26
	KTT	15	3515.18	Nil	5%	150.00	3840.94	57,614.10
<b>Total Cost</b>	<b>₹ Two Lakh Sixty Six Thousand Six Hundred Ninety Six &amp; Paise Ten only.</b>							<b>2,66,696.10</b>

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

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** Manufacturing 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** 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 04 months after issue of P.O.  
1st installment of 100% quantity in 04 months i.e. up to 22.04.2017  
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: - 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 Grooved Rubber Sole Plate 6mm thick for Derailing Switch to RDSO Drg. no. T-6068, hence exempted from remitting EMD as per clause No. 2.1.2 (A) of additional special condition.
- 16 **Security Deposit for safety items** As per clause no. 2.2.1, 2.2.2 & 2.2.3 of "Additional special condition of contract" for manufacturing and supply of Grooved Rubber Sole Plate for derailing switch to RDSO Drg no. T-6068 Firm have to submitted security deposit (SD) in the form of FDR No. 604245110005127 dated 05.11.2016 for Rs.26700/- valid upto 05.11.2017 issued by Bank of India, Overseas Branch, G-40, Outer Circle, Connaught Place, New Delhi-110001 within 30 (Thirty) days from the date of issue of Advance Acceptance letter (AAL) or acceptance of counter offer (as the case may be). Extension of time for submission of SD beyond 30days and up to 60 days from the date of issue of AAL may be given by a minimum JAG level officer, for which, a penal interest of 15% per annum shall be charged for the delay beyond 30 days, i.e. from 31st day from the date of issue of AAL. In case of successful tenderer fails to submit the requisite SD even after 60 days from the date of issue of AAL, the contract shall be terminated and penalty equivalent to the requisite SD of the contract shall be imposed and the same shall be recovered from the tenderer from its dues from anywhere on IR/PSUs/OTHER Govt. organizations.

- The Security Deposit (SD)/Performance Guarantee shall be deposit with the Railway concern in the form of Demand Draft, FDR deposit & BG in favor of FA & CAO, West Central Railway, and Jabalpur-482001.
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 Dy.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 Dy.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; [=d 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
<b>JBP</b>						
1	MS No. 01	09.04.15	13	703405.25	04221028	Revenue
2	MS No. 17/03	20.04.15	13*	373849.75	21314104/ 21314204/ 21314304	P.B. 432
*Out of 47 sets 13 sets have been considered for this P.O.						
<b>Total of JBP</b>			<b>26</b>			
<b>BPL</b>						
1	2641-1169	15.04.13	2	16284.80	Mathela Conversion of 'C' Class station to 'B' Class station -431662.04	P.B. 36
2	54410786	07.08.14	27**	381804	Rev.0421128	Revenue
**Out of 48 sets 27 sets have been considered for this P.O.						
<b>Total of BPL</b>			<b>29</b>			
<b>KTT</b>						
1	44283084	19.07.13	11	89566.40	Q31-40	P.B. 426
2	49841319/Loop Part	10.09.13	01	8142.40	20114205 RMA-JHW Sleeper and Fastening	P.B. 2

S. N.	Indents No.	Date	Indent Qty. (in Sets.)	Cost	Allocation	PB/LB 2016-17
3	44283153	28.02.14	3**	40712.00	Q31-40	P.B. 423
***Out of 5 sets 3 sets have been considered for this P.O.						
<b>Total of KTT</b>			<b>15</b>			

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. L. Jain)**  
**Executive Engineer (TP)**  
**For and on behalf of President of India**

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

**PRICE VARIATION**

**TENDER NO. WCRTP2016341 dated 24.06.2016**

**(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.

**(M. L. Jain)**  
**Executive Engineer (TP)**  
**For and on behalf of President of India**