

WEST CENTRAL RAILWAY

PURCHASE ORDER

**HEAD QUARTER OFFICE
ENGG. BRANCH, 2nd FLOOR,
NEAR INDIRA MARKET,
JABALPUR.
Dt.01.08.2017**

No. WCR/TP/2017366/CGRSP, 52 kg/651

**Office Address and Work Address -
M/s. Holdwell Components Pvt. Ltd.,
Plto No.64A, Sector C,
Urla Industrial Area,
Raipur-493221 (C.G.)
Phone No: 0771-3292351, FAX No. 0771-2326673**

Dear Sirs,

Sub: Tender no. WCRTP2017366 dated 09.03.2017 opened on 03.04.2017 for manufacture and supply of 6.2 mm thick Composite Grooved Rubber Sole Plate for 52 Kg rail Drg. No. T-8327 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 of opening of tender.

**Ref: - (i) This Office Counter Offer No. WCR/TP/2017366/CGRSP, 52 kg dated 24.05.2017
(ii) Your letter No. HCPL/WCR/CO/CGRSP/17-18/26 dated 30.05.17**

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** 6.2 mm thick Composite Grooved Rubber Sole Plate for 52 Kg rail Drg. No. T-8327 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 of opening of tender.
- 2. Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Consignee SSE/ P.way /Store/...	Qty (nos.)	Basic Rate (₹/nos.)	*ED Extra@	*CST/VAT Extra @	Freight Extra (₹/nos.)	All incl. rate (₹/nos.)	Total cost (₹)
1	2	3	4	5	6	7	8	9
6.2 mm thick Composite Grooved Rubber Sole Plate for 52 Kg rail Drg. No. T-8327	JBP	70054	28.36	12.50%	5%	1.00	34.50	24,16,863.00
	BPL	79118	28.36	12.50%	5%	1.00	34.50	27,29,571.00
	KTT	22088	28.36	12.50%	5%	1.00	34.50	7,62,036.00
Grand Total:-								59,08,470.00
Total cost Rs. 59,08,470.00 (₹ Fifty Nine Lakh Eight Thousand Four Hundred Seventy only)								

***ED and CST/VAT will reimbursed 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** For Manufacture and Supply of 6.2 mm thick Composite Grooved Rubber Sole Plate for 52 Kg rail Drg. No. T-8327 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 of opening of tender.
6. **Terms of Delivery** 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 07 months after issue of P.O. Supply will be made as under-
1st 50% quantity in 04 month i e up to 30.11.2017
Last 50% quantity in next 03 month i e up to 28.02.2018
Pre-delivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
8. **Inspection** As per clause no. 4 of additional special condition of contract 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: - Extra @12.5%
 - (ii) CST/VAT: - Extra @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** As per clause no. 7 of additional special condition of contract full payment for a particular quantity/lot 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** As per clause no. 5.4 of additional special condition of contract 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. **EMD** The firm is RDSO approved, hence exempted from remitting EMD as per clause No. 2.1 of additional special condition.
15. **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 6.2 mm thick Composite Grooved Rubber Sole Plate for 52 Kg rail Drg. No. T-8327. Firm have submitted security deposit (SD) in the form of Bank Guarantee No. 0026IGPER002617 dated 23.06.2017 for Rs5,90,900/- valid upto 30.04.2018 issued by Bank of Baroda, Brabourne Road Branch, 4, Brabourne Road, Kolkata-700001 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.

16. **Octroi** As per clause no. 5.3 of additional special condition of contract. 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.
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 Additional special condition of contract No.10.
20. **Force Majeure Clause** Force Majeure Clause shall be Applicable, as clause 11 of additional special condition of contract of tender document.
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** As mentioned in Additional special condition of contract No.17&18.
23. **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.

24. **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

25. **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 approved 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 this item on that firm. This Railway in turn will advise of the same to RDSO, Board and other Zonal Railways.

26. **In- service serviceability criteria**

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.

27. **Testing Methodology**

After passage of 100 GMT of traffic, all the Rubber pads from 50 meter stretch randomly selected in each kilometer where composite pads from a particular lot are laid, shall be taken out and checked for the serviceability by examining their general condition including residual thickness and loss of toe load vis-à-vis new pad etc., by open line field officials at the level of sectional DEN/ Sr. DEN. In case, less than 5% rubber pads are found to be unserviceable/ defective as per criteria defined in para 15.8.3 above, the firm will be allowed to identify all the unserviceable Rubber Pads supplied against that particular Lot and replace them free of cost within a reasonable time. In such cases, the effort required in the removal and the replacement of rubber pad will be treated as normal maintenance work and will not be charged upon the supplier. Failure of the firm to replace the defective rubber pads within stipulated time will lead to recovery of amount equivalent to the cost of Rubber Pads, assessed to be defective by way of applying the percentage found defective on the concerned lot.

However, in case, the number of unserviceable rubber pads are found to be more than 5% in any of aforesaid 50 m stretches, another patch of 100 meter length will be selected in such particular kilometers, by mutual consent with the supplier and samples there from will be tested for serviceability.

The sample rubber pads from all such 100 m stretches will be collected for testing. For this purpose, sample of 20 Nos. of representative pads from each of these 100 m stretches shall be jointly sealed, individually for every such 100 m stretch & sent for testing in RDSO with the details of P.O. No., Lot No, section, location, age, GMT etc. In case, more than 5% rubber pads from sample of any one of the 100 m stretch are found unserviceable by RDSO in terms of criteria defined in para-15.8.3 above, then the entire concerned Lot in the relevant PO will stand rejected and cost of such Lot plus its replacement cost will be recovered by way of encashing the Performance Bank Guarantee under advice to RDSO. Three such failures in three different POs, either on same Railway or on different Railways or in combination thereof, will result in permanent delisting of the firm by RDSO for CGRSP. In case, Firm's representative does not turn up on due date for identification of 100 m stretches and sample collection / sealing, as specified above, the same will be done by Railway/RDSO unilaterally.

28. Special terms and condition

Special condition quoted by firm & Railway remarks there on are as under.

Sr. No.	Special condition quoted by the firm	Railway's remarks
(i)	PVC applicable as per tender.	Accepted as per Annex H of the tender document
(ii)	Unloading as per tender.	Accepted as per para 6.0 of section III of the tender document.
(iii)	Our work address plot no. 64A sector C, Urla industrial area Raipur 493221 CG should be mentioned in the purchase order	Accepted.
(iv)	New impost or revision in the duties, taxes, levies etc. during currency of contract will be to buyers account.	Accepted as per para 5.0 of the annexure G of the tender document provided documentary evidence of submission of these new impost are submitted by the firm.
(v)	If required road permit to be issued by Railways	Agreed as per para 5.3 of Annex G as per tender document.
(vi)	30% qty option, Any increase or decrease in quantity may be done only after mutual consent.	Since the quantity is less therefore increase in quantity by 30% will not make one truck load as such the condition is accepted.

29. Allocation

Chargeable Head mentioned in Indent.

S. N.	Indents No.	Date	Indent Qty. (in Nos.)	Cost	Allocation	PB/LB 2017-18
JBP						
1	MS No. 01	09.04.15	10836	483827.40	04221028	Revenue
2	MS No. 03/04	09.04.15	30954	1382096.10	21314104/ 21314204/ 21314304	P.B.482
3	MS No. 01	16.04.13	28264*	1633788.15	04221028	Revenue
*Out of 36591 nos. 28264 nos. have been considered for P.O. for this P.O.						
Total of JBP			70054			
BPL						
1	54411050	04.04.16	79118*	3756898.72	DRF-21314204	P.B.487
*Out of 104912 nos. 79118 nos. have been considered for P.O. for this P.O.						
Total of BPL			79118			
KTT						
1	44283037	16.05.16	22088*	1350730.15	Q31-40	L.B. 274/16-17
*Out of 30415 nos. 22088 nos. have been considered for P.O. for this P.O.						
Total of KTT			22088			

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)

Yours faithfully

(Sanjeev Kumar)
Dy. CE (TP)

For and on behalf of President of India

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

PRICE VARIATION

Tender No. WCRTP2017366 dated 09.03.2017

(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 just preceding the month of opening of tender.
- 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 just preceding 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 just preceding 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 just preceding 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.

Yours faithfully

(Sanjeev Kumar)
Dy. CE (TP)

For and on behalf of President of India