

No. RW/RMP-29(5)/83

Dated the 9th August, 1983

To

The Chief Engineers of all the States and  
Union Territories dealing with National Highways

Subject : DGS&D Rate Contract for the supply of cement

Some State Chief Engineers have been mentioning, during discussions, that the cement bags supplied to them by the cement companies do not contain 50 kg. of cement in each bag, but less. It was also indicated that the quality of cement supplied is not satisfactory.

As you are all aware, orders for supply of cement are placed directly by the States against the existing DGS&D Rate Contract. A number of provisions are made in the contract regarding the quantity and quality of cement. Action to be initiated by the direct demanding officers/consignees, in case of unsatisfactory supply, has also been indicated therein. For ready reference, necessary extracts from the DGS&D Rate Contract No. HW. 6/RC-9534/Cement, dated 25.3.82, for the supply of cement are enclosed.

It may be observed that :—

- (i) For despatches by rail, the supplier is not responsible for loss, shortage, damages, etc., in transit *provided that cement has been booked at railway risk under clear RR*. In such cases, claims for the loss, shortage, damages, etc. should be lodged by the consignee with the Rlys. after making suitable remarks in the delivery book. The supplier may also be informed simultaneously.
- (ii) For despatches by rail on owners risk or qualified RR, supplier is responsible for loss, shortage damages, etc.
- (iii) For consignments by road in the trucks arranged by the indenter themselves, supplier's responsibility for quantity will end at the factory. But the consignee's representative will be provided full facility by the supplier for weighing of cement, counting of bags, etc.
- (iv) As regards quality, firm will be bound by the test result of monthly samples taken by the DGS&D inspector. If the consignee desires, he can also get confirmatory test done, as provided in para 11 (c)-copy enclosed.

The contents of this letter may kindly be brought to the notice of all DDOs/Consignees in your State for their information and necessary action.

Your kind attention is also invited to this Ministry's circular letter No. NHVI-50 (20)/77, dated 15th Dec., 1977 for taking suitable action.

Amendments made to rate contracts for the supply of Cement with effect from 1.4.82 to 31.3.1983, since extended upto 31.3.1984.

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(III) Supplies against the rate contract shall be duly packed in New/Serviceable second hand DW heavy Cee Gunny Bags, unless the indentors specifically desire to obtain naked supplies. In case of packed cement it shall be packed in New/Second hand DW heavy Cee gunny bags of 50 KG net capacity. Each bag will be **marked** to indicate the net cement contents of 50 KG (20 bags to a Metric Tonne). Min. of Ind. (Deptt. of Ind. Dev.) will decide the ratio of new & serviceable second hand DW heavy cess jute bags for packing.

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(VI) The permissible tolerance on the weight of cement supplied in bags shall be plus/minus 2½% per bag with an overall tolerance of plus/minus ½% per wagon load of 20-25 metric tonnes.

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16 (ii) It is obligatory on the consignee/indentor to take delivery of wagons on indemnity bond in case they do not receive the **despatch** advice and R.R. in time should any demurrage/warpage charges be incurred consequent in delay on the part of the producers works in forwarding the Rly. receipt the amount of such charges shall be payable by the producers and be deducted from the supplies bill.

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(vi) Cement shall be booked at Rly. risk by the works to such destinations as may be notified by the Buyers of the Indenting officer and all conditions of the Rly. receipt shall be binding upon the buyers and railway weight shall be accepted as correct and the clear R.R. for cement delivered to the carrier by the suppliers works shall be evidence of correct delivery and time for delivery.

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#### 18. Responsibility for loss, shortage, damages, etc. in transit.

Although the price is F.O.R. Destination Rly. Station basis, the **responsibility** of the suppliers for loss/shortage or damage enroute or at destination ceases once the goods are handed over to the carriers after booking the consignments under clear Rly. receipts at Railway risk. If there is any shortage or damages in supply, it must be recorded by the consignee with the carriers at the time of taking delivery and a claim for the same should be preferred by him immediately with the carriers concerned. It is obligatory on the consignee to insist suitable remarks in the delivery book regarding shortage/damage etc., and to prefer their claims in time and also to inform the supplier simultaneously.

The suppliers are responsible for obtaining clear receipts from the Railways. Endorsement of SC signifying "said to contain" must not be accepted. The suppliers must insist on the contents of the wagon being verified. On proof that the Rly. authorities at the station of despatch refused clear receipts owing to the nature of the store "said to contain" receipt may be accepted by the consignee. In such cases the suppliers must accept entire responsibility or unadmitted contents.

- N.B. : (1) For loss/shortage/damages in transit in respect of consignments booked under clear R/Rs at Rly risk the supplier will not be responsible. In such cases the consignee will take up the matter with the carrying railway for direct settlements. If the claims are rejected by the carriers, the Indentors/Consignees will have to bill the loss. The Pay & Accounts Officer will make full payment for the quantity despatched.
- (2) For loss/damage/shortages in respect of consignment of cement despatched under qualified R/R or at owner's risk, the responsibility will rest with the suppliers and the Pay & Accounts Officer will make necessary recoveries on basis of remarks incorporated by the consignees on the receipted certificates.
- (3) It is obligatory on the part of the **Indentors/Consignee** to indicate on the receipt certificates the nature of the Rly. receipts in the following way :—

The stores were despatched under clear Railway Receipt marked "S.C." (meaning said to contain) S.W.A. (meaning Sender's weight accepted) 'L&W' by Owners/Loading not supervised by Railways at Railway Risk/Owner's risk.

Extract from Amendemnt 425 dated 30.4.83

#### 1. Period of Rate Contract :

Period extended from 1.5.1983 to 31.3.1984.

#### 2. Clause 16 : Transportation by road and trucks. Add the following :

Suppliers will not be responsible for quality/quantity in respect of consignments transported by road in the trucks appointed by the indentors themselves. This will be subject to condition (a) Supplier will provide full facility for weighing of cement, **counting of bags etc. to satisfy consignee's** representative regarding quantity of cement and (b) regarding quality firm will be bound by test result of monthly samples (Clause 10 regarding sampling and test).

#### CLAUSE II (C) — SAMPLING AND TEST

Should consignee have any fault to find with a consignment. He shall do so within a reasonable time i.e. within 10 days from the actual receipt of the wagon/wagons and shall intimate the producers concerned by registered post his intention of drawing a representative sample for confirmatory test by the National Test House and invited the representative of both the producer and the Inspector to be present at the time of drawing samples. The Consignee's and the Producers representatives alongwith the Inspector shall then jointly draw three samples of 4.5 Kgs. each in the manner prescribed in clause 5 of IS : 3535 of 1966. These three samples should be jointly **sealed** by the consignee, the producers and the Inspector. One sample should be taken by the Producer's representative for testing at his works and the other sealed samples should be sent to the National Test House who will open the test any one and preserve the other with joint seals intact as a reference sample for a check test in the case of disputes. If the representatives of the

producers and the Inspector do not arrive within 14 days of the issue of the registered letter, the (consignee) shall draw three samples of 3.5 Kgs. each in the manner prescribed in clause 5.6 of IS : 3535 of 1966 seal then and send two sealed samples to the NTH to be tested by them in the manner stated above and send the third sample to the Producer concerned. The Producers and the Inspector concerned should be advised about this.

In the event of the results of the test obtained by the National Test House showing it not to comply with the requirements of the contract specification, the sealed reference sample with the NTS shall be tested at the National Test House in the presence of the Representative of the producers and the consignee and the results of such testing shall be binding on its receipts concerned.

For the sample sent by the consignee, the consignees shall bear the test charges unless the samples fall in the test in which case the charges for test shall be borne by the contractors.

#### 9. SPECIFICATIONS AND SAMPLINGS & TESTS

##### A SPECIFICATIONS

The Cement shall comply with the Indian Standard Specification No. 269 of 1976 or 1489 of 1976 or 455 of 1976 including all such amendments as may be issued from time to time to the relevant specification depending upon whether cement supplied is Ordinary Portland Cement, Portland Pozzolana Cement or Portland Blast Furnace Cement in all respects and the acceptance or rejection of supplied would be on the basis of compression strength.