

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

No.WCRTP2011193/ ERC-‘J’/357

Dt.09.04.2012

**M/s. Manash Forgings Private Limited-KOLKATA
8/1A, Middleton Row,Kolkata,
West Bengal , India - 700071**

Dear Sirs,

Sub: Tender No.WCRTP2011193 dt.26.07.2011 opened on 29.09.2011 for manufacture and supply of Elastic Rail Clip J RDSO Drg No-T-4158 as per IRS specification No T-31-92 with latest amendment.

Ref: - (i) Advance Acceptance L No-WCRTP2011193/ERC-‘J’ date 05.01.2012.

(ii)Amendment No-1&2 to AAL dt.11.01.12 & 06.03.12.

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 Elastic Rail Clip-J RDSO Drg No-T-4158 as per IRS specification No T-31-92 with latest amendment..

2. **Quantity, Consignee, Rate & Total cost: as shown below.**

Consignee SSE/Pway /Store	Qty in sets	Basic Rate ₹	ED* extra @ 10.30 ₹	*CST/ VAT extra @ 4% ₹	Freight ₹	All inclusive Unit Rate ₹	Total Cost ₹
JBP	37600	45.50	4.69	2.00	2.5	54.69	2056344.00
BPL	21414				3.0	55.19	1181838.66
₹ Thirty Two Lakh Thirty Eight Thousands One Hundred Eighty Two and Sixty Six Paise only.							3238182.66

ED and CST/VAT will be paid 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** **Tender No.WCR2011193 dt.26.07.2011 for manufacture and supply of Elastic Rail Clip J RDSO Drg No-T-4158 as per IRS specification No T-31-92 with latest amendment.**

6. **Terms of Delivery** FOT destination. The material will be delivered by road/rail up to the depot of consignee.
7. **Delivery Period** Full ordered qty. to be supplied within the period of 05 months after issue of P.O (i.e 08.09.2012). Pre delivery will be permitted.
8. **Inspection** The inspection shall be done by Consignee 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 @10.3%
 (ii) Sales Tax: - Extra @ 4.0%
 (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** 100% 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. **EMD** The firm is RDSO approved, hence exempted from remitting EMD as per clause No. 2.1.2 of additional special condition.
15. **Security Deposit for safety items** As per clause no. 2.2.3. of "Additional special condition of contract for manufacturing and supply" the security deposit/performance Guarantee of amount Rs. 3,24,000/- in the form of Demand draft, FDR deposit or BG in favour of FA&CAO/WCR/JBP, is to be deposited within 14 days from the receipt of Advance Acceptance letter for issuing vetted P. O. 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. Firm has submitted BG No-1515/ILG/08/2012dt.06.02.12 of Rs.3,24,000/- issued from Indian Overseas bank, J.N.Road Branch, Kolkata. Validity is up to 05.08.12.
16. **Octroi** Necessary Octroi exemption certificate will be issued however if any "Octroi charges are leviable that 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** Railway's Standard Force Majeure Clause, as per tender schedule shall be Applicable.
- 21 **Penalty clause** The penalty clause regarding supply of defective material, mentioned vide clause-25 and 26 of "Instructions to Tenderers" in the tender schedule will be applicable.
- 22 **Rejection at destination** Irrespective of the inspection carried out by the nominated inspection authority and passing of the inspected stores, the consignee shall have the right to verify the quality of each consignment at his end, reject the defective supplies and seek replacement within 15 days after due notice in writing. The defective goods shall be lifted by the suppliers and matching replacement arranged at their cost with maximum period of 4 weeks from the date of such notice sent by the consignee.
23. Allocation Chargeable Head mentioned in Indent.

SN	Indent No. & Date	Allocation	Consignee	Quantity
1	MS No. 06 dt.28.08.08	4221028	JBP	20000
2	MS No. 10 dt.28.11.08	040221028	JBP	7200
3	MS No. 06 dt.13.05.10	04221028	JBP	4000
4	SE/PW/C/STA/PIL/KTE-SEGL/16 dt.20.01.10	431647-04	JBP	6400
5	54410341 dt.25.07.09	213141	BPL	2492
6	54410342 dt.25.07.09	213141	BPL	2320
7	54410343 dt.25.07.09	213141	BPL	720
8	54410346 dt.29.12.09	213141	BPL	3600
9	54410347 dt.29.12.09	213141	BPL	80
10	54410348 dt.30.12.09	213141	BPL	192
11	54410349 dt.30.12.09	213141	BPL	64
12	54410350 dt.30.12.09	213141	BPL	96
13	54410354 dt.24.04.10	213141	BPL	320
14	54410357 dt.26.06.10	0421320,0422328,0425320	BPL	5500
15	54410373 dt.01.01.11	0421320,0422328,0425320	BPL	5500
16	2641-0846 dt.03.05.10	1521366204	BPL	250
17	2641-0877 dt.03.05.10	3323536204	BPL	180
18	2641-0900 dt.03.05.10	3423536204	BPL	100

24. Special Conditions: Special conditions quoted by the lowest tenderers M/s Manash Forgings Pvt. Ltd., Kolkata in their offer and Railway's remark-

SN	Quoted Conditions (CP/79-85)	Railway's Remark
1 (a)	Railway should provide Road permits and /or octroi Exemption certificate if required.	Accepted , as per "additional special condition of contract" clause No 6.4 & 5.3 Road permit shall be issued on demand. However, if the same is not Recognized/Honoured by the Local State Govt./Municipal Octroi Authority at supply receiving destination, the octroi charges will be payable by the supplier.
1 (b)	Unloading of material at consignee's depot shall be arranged by railways at their own cost.	Accepted , in terms of Clause no.7 of instruction for quoting the rates (section –III).
2	Offer valid up to- 180 days. Our offers will remain valid up to 29.03.12 and thereafter subject to our confirmation.	Accepted
3	MODVAT VAT: While quoting the prices, we have taken into account the Modvate rebate being enjoyed by us and hence the same will not be passed on to the railways. Any variation in modvate rebate after the opening of the tender will be to our account.	As per clause no.5.5 of the additional special condition of contract the accepted contract rates are net of MODVAT/CENVAT credit available to the firm as on the date of opening of tender. All MODVAT/CENVAT credits available on inputs on the date of opening of tender will be fully retained by the supplier, in addition to the contract rates, any increase/decrease that takes place during the currency of the contract in MODVAT/CENVAT on inputs will be purchaser's account. Party was asked to withdraw this condition vide letter no WCRTP2011193 DT 30.11.11. As per party letter, firm has accepted Railway's condition.
4	We are registered with NSIC Ltd. under enlistment no. NSIC/KOL/GP/REGN/WB/M-435/92 dtd 27.12.2010 and as such we should be exempted from depositing any earnest money.	Accepted
5	We are approved by RDSO /LKO for ERC J.	True
6	PVC applicable- will be applicable as per Tender condition.	Accepted. PVC will be applicable as per Annexure-H of additional special condition of contract.
7	Please note that if the testing during pre-dispatch inspection by railway proves satisfactory then the ordered goods so destroyed/expended during testing will be deemed to have been taken delivery by the purchaser as be paid for as such. This is also in tune with clause 1308 of IRS conditions of contract. This clause must be specially being incorporated in the purchase order. While claiming payment the inspection certificate will provide the quantity of goods so expended/ destroyed in testing.	Accepted. as per IRS condition clause 1308.
8	Any changes in existing /New rates of Taxes duties shall be to buyers account	Accepted. As per clause No.5.4 of Additional special condition of contract "Any taxes and duties other than sales tax/VAT , Excise duty & Octroi levied as statutory duties 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.
9	Delivery schedule- As per tender schedule	Accepted, Pre-deliveries will be permitted.
10	FOR: - Destination.	Accepted.
11	Delivery Period: - 150 days.	As per note No.1 of "Schedule of requirement," supply shall be made as under:- 100% quantity in 4months, Pre-deliveries will be permitted.

SN	Quoted Conditions (CP/79-85)	Railway's Remark
		Party was asked to withdraw this condition vide letter no WC RTP2011193 DT 30.11.11 but party has not accepted. It is further noticed that at clause 9 of annexure 'A', delivery period is written as 06 month. The firms request for delivery period of 150 days is acceptable.
12	Inspection – Consignee.	Accepted in terms of Clause no.4 of additional special condition of contract.
13	Payment terms: - 100 percent payment against receipted challan and inspection certificate.	Accepted , in terms of Clause no.7 of additional special condition of contract.
14	Mode of dispatch: - Road.	Accepted.

DA: - Annexure H

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.

Yours faithfully

(Dinesh Chand)

Dy. CE (TP)

For and on behalf of President of India

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

PRICE VARIATION CLAUSE

A. For raw material i.e. Steel

Price variation will be applicable @ 10 paise per ERC-J for increase/decrease of ₹100/- PMT in the cost of steel (20.64 mm round), inclusive of excise duty and education cess, advised by RINL.

PVC Formula

$$P1 = P0 + (S1-S0) \times 0.10/100$$

Applicable based on Stockyard price of raw material (20.64 mm rounds spring steel grade 55Si7) shall be **as existing rate of RINL, including ED, on the date of opening of tender.** For every increase/decrease of ₹ 100/- PMT (including ED) in steel price, the increase and decrease will be ₹ 0.10 per piece. PVC amount payable shall be worked out on the basis of price list of RINL/ RDSO approved sources from whom the raw material is procured. Firm may procure raw material from RINL or any other RDSO approved source for manufacture of ERC-J/ERC-III.

However, PV amount payable will be lower of the two amounts so worked out when ever the raw material is procured from other than RINL on the date of actual purchase of Raw material irrespective of the material (RAW or Finished) offered for inspection , subject to submission of documentary evidence.

B. For Fuel, Power & Labour –

The contract rate shall be subject to Price Variation based on RBI indices as per the following formula.

$$P1 = P0/100 (75+8xF1/F0+17xL1/L0)$$

Where,

P0 = Contract unit rate (basic rate) as accepted.

P1 = Escalated /deescalated price on account of Labour & fuel.

L1 = “Consumers Price Index for Industrial workers –All India” during month just proceeding the month of call for inspection.

L0 = “Consumers Price Index for Industrial workers –All India” as per RBI Bulletin during the month in which tender was opened.

F1 = Wholesale price Index of “Fuel & Power” as per RBI bulletin as prevalent during the month just preceding the month of call for inspection.

F0 = Wholesale price Index of “Fuel & Power” as per RBI bulletin as prevalent during the month in which tender was opened.

C. The Excise Duty, Educational Cess and Sales Tax/VAT are to be paid extra on the above PVC amounts.

MODVAT: (This is in addition to the MODVAT/ CENVAT Clause 5.5 of additional conditions of contract at Annex. G)

MODVAT condition will be as per Tender Document and MODVAT benefits at the raw material rate of **RINL on date of opening** including ED will be retained by the supplier and any increase/decrease will be on Railway's account.

VAT: (This is in addition to the VAT/ CENVAT Clause 5.2 of additional conditions of contract at Annex. G)

VAT condition will be as per Tender Document and VAT benefits at the existing raw material rate of **RINL on date of opening** including ED will be retained by the supplier and any increase/decrease will be on Railway's account.

Yours faithfully

(Dinesh Chand)

Dy. CE (TP)

For and on behalf of President of India