

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

No.WCRTP2011182/ CMS X-ing 1:12,52Kg/353

Dt.21.03.2012

**M/s. HINDUSTHAN ENGINEERING AND
INDUSTRIES LTD.-KOLKATA
27, R.N MUKHERJEE ROAD,
MODI BUILDING, KOLKATA,**

Dear Sirs,

Sub: Tender for manufacture and supply of (i) CMS X-ing-1:12,60Kg. RDSO Drg No. T-4220 (with latest Alt.) (ii) CMS X-ing-1:8.5,60Kg. RDSO Drg No. T-4967 (with latest Alt.) (iii) CMS X-ing-1:8.5,52Kg. RDSO Drg No. T-4867 (with latest Alt.) (iv) CMS X-ing-1:12,52 Kg. RDSO Drg No. T-4734 (with latest Alt.)

Ref: - (i) Your offer received through E- tender (IREPS website) on date 29.06.2011.

(ii) Advance Acceptance Letter No-WCRTP2011182/CMS Xing dt.28.12.11.

For and on behalf of the President of India, the Principal Chief Engineer, West Central Railway is pleased to issue you Advance acceptance letter 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 CMS X-ing 1:12, (52 Kg) on PSC sleepers to Drg. No. RDSO/T-4734 with latest alteration complete with fittings as listed in drawing excluding Fish Plates, Fish Bolts, GR Pads, Metal/GFN Liners, and ERCs & Check Rails.

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

Item	Consignee SSE/ P.way /Store/...	Offered Quantity (Sets.)	Basic Rate (₹)	*ED (₹)	*CST /VAT (₹)	Freight (₹)	**All inclusive unit rate (₹).	Total Cost (₹)
1	2	3	4	5	6	7	8	9
CMS X-ing-1:12,52Kg. RDSO Drg No. T-4734 (with latest Alt.)	JBP	58	186000.00	Extra @ 10.3%	Extra @ 4%	Inclusive	213177.33	12364285.14
	BPL	57	186000.00				213131.58	12148500.06
	Kota	13	186000.00				213110.54	2770437.02
Total:-								27283222.22
Total cost Rs. 2,72,83,222.22 only								
(Rs. Two Crore Seventy Two lakh Eighty Three thousand Two hundred Twenty Two & paisa Twenty Two only)								

*ED and CST/VAT will paid on submission of documentary evidence. ED & CST have been calculated on the rate after deducting Railway Freight from base rate. It is as per Item no.1 of the instructions for quoting the rates of section-III of tender document.

**Calculated on Railway Freight of ₹1271, ₹1582 & ₹1725 respectively for JBP,BPL & Kota.

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** **Tender for manufacture and supply of (i) CMS X-ing-1:12,60Kg. RDSO Drg No. T-4220 (with latest Alt.) (ii) CMS X-ing-1:8.5,60Kg. RDSO Drg No. T-4967 (with latest Alt.) (iii) CMS X-ing-1:8.5,52Kg. RDSO Drg No. T-4867 (with latest Alt.) (iv) CMS X-ing-1:12,52 Kg. RDSO Drg No. T-4734 (with latest Alt.)**
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 12 months after issue of P.O. Pre delivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
1st 25% quantity in 03 month i e up to 20.06.2012.
2nd 25% quantity in next 03 month i e up to 20.09.2012.
3rd 25% quantity in next 03 month i e up to 20.12.2012.
4th 25% quantity in next 03 month i e up to 20.03.2013.
8. **Inspection** 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 @ 10.3%
(ii) Sales Tax: - Extra @ 4.0%
(iii) Freight: - Inclusive
(iii) 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.
(iv) *ED and CST/VAT will paid on submission of documentary evidence. ED & CST have been calculated on the rate after deducting Railway Freight** from base rate. It is as per Item no.1 of the instructions for quoting the rates of section-III of tender document.
**Railway Freight calculated in ₹1271, ₹1582 & ₹1725 respectively for JBP,BPL & Kota.
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. 10,00,000/- 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-0093ILG000212dt.07.01.12 of Rs.10,00,000/- issued from Punjab National Bank, New Market Branch, Kolkata. Validity is up to 06.01.2013.

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 vides 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.

S.N.	Qty in sets	Indent No. & Date	Consignee	Allocation
1	30	M. S. No. 06 dt 28.08.08	Jabalpur	Revenue - 04221028
2	05	M. S. No. 01 dt 01.04.10	Jabalpur	21314104/21314204/21314304
3	23	SE/PW/C/STA//PIL/KTE-SGRL/05 dtd 20.01.2010(const)	Jabalpur	4316-42-04
1	04	54410343 dtd 25.07.09	BHOPAL	DRF-213141
2	04	2641-0843 dt.03.05.10	BHOPAL	15213662204
3	04	2641-0874 dt.03.05.10	BHOPAL	33235/36204
4	03	2641-0897dt.03.05.10	BHOPAL	34235/36204
5	20	54410357 dt.02.06.10	BHOPAL	Revenue-0421320,0422328,0422320
6	22**	54410369 dt.16.12.10	BHOPAL	Revenue-0421320,0422328,
**Out of 32 indented quantity 22 sets is included in ths purchase Order.				
1	13***	KTT/RRI//49801006 dt.04.11.10	KOTA	20164305
***Out of 15 indented quantity 13 sets is included in ths purchase Order.				

DA: - Annexure H

Yours faithfully

**(Dinesh Chand)
Dy. CE (TP)**

For and on behalf of President of India

PRICE VARIATION CLAUSE

(i) The increase/ decrease in the price of items quoted for material and wage escalation would be governed by the following formula :-

$$P1 = P0/100 (10 + 40 \times S1/S0 + 50 \times L1/L0) - Ma$$

Where,

PI = Escalated/de-escalated price.

P0 = Accepted Basic Rate

S1 = The Index No. of wholesale price in respect of items “Iron and Semis and “Ferro Alloys” Compiled by Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the calendar month three months prior to the call for inspection of the material. For instance, the material offered for inspection Jan 2011, the index No. of Oct. 2010 will be applicable.

S0 = The above wholesale price index for “Iron and Semis and Ferro alloys” as per Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the month in which tender was opened.

L1 = The All India consumer price Index for industrial workers compiled by Labour bureau. Ministry of Labour web site <http://labourbureau.nic.in> for the calendar month three months prior to the call for inspection of the material. For instance the material offered for inspection in Jan.2011 the index No. of Oct.2010 will be applicable.

L0 = The All India consumer price Index for industrial workers compiled by Labour bureau. Ministry of Labour web site <http://labourbureau.nic.in> for the month in which tender was opened.

The component of Iron and Semis and Ferro Alloys for working out the composite index is as follows:

Iron and semis 0.919

Ferro alloys 0.080

Ma = Variation in MODVAT to be passed on to purchaser (as per MODVAT formula).

(ii) In case of P1 is greater than P0. the difference P1 minus P0 shall constitute the amount due to the contractor towards escalation on cost of wage and material otherwise the difference P0 minus P1 shall constitute the amount to the recovered from the contractor as de-escalation.

(iii) If the deliveries are not made according to the Schedule and are delayed owing to any circumstances whatsoever and escalation in wage and material take place, such increase will not be admitted unless specifically agreed to at the time of granting extension in the delivery schedule.

(iv) The decision of the President of India in regard to wage and material escalation under this clause shall be final and not be subject matter of legal dispute or arbitration.

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

(i) The accepted contract rate is net of all MODVAT/CENVAT credits available to the firm 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 variation in

MODVAT/CENVAT after opening of tender and during the currency of the contract will be to the purchasers account. Till such time as the admissibility of the MODVAT remains confined to those inputs that were taken into account on the date of opening of tender, the variation in MODVAT that will accrue to the purchaser will be worked out as per the following formula –

$$Ma = 40 \times (PO/100) \{ (S1/S0 \times (E1/100) - (E0/100) \}$$

Where,

Ma = Variation in Modvat to be passed on to the purchaser (as per clause no 5.5 of additional special condition of contract at Annexure –G).

PO = Accepted Basic Rate.

S1 = The Index No. of wholesale price in respect of items “Iron and Semis” and “Ferro Alloys” Compiled by Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the calendar month three months prior to the call for inspection of the material. For instance, the material offered for inspection Jan.2011, the index No. of Oct.2010 will be applicable.

SO = The above wholesale price index for “Iron and Semis and Ferro alloys” as per Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the month in which tender was opened.

E1= Percentage Excise Duty rate as prevalent during the month just three the months prior to the call of inspection.

E0= Percentage Excise Duty rate at the time of opening of tender.

(ii) The suppliers will submit the following certificates with each bill.

“We certify that no additional duty set offs on the goods supplied by us have accrued under the MODVAT/CENVAT in force on the date of supply after we submitted our quotations and submitted the present bill”.

In the event of MODVAT/CENVAT credit being extended by the Government of India to more items that already covered, the contractor should advise the purchaser about the additional benefits accrued, through a letter containing the following certificate or any variation thereof as may be considered necessary by individual Railway Administration.

“We hereby declare that we can avail additional duty set offs as per latest MODVAT scheme in force now and we hereby give reduction ofper MT and agree to revise the prices indicated in the order. The current ED of% is payable on this reduced price. Therefore, we request you to amend the order accordingly.”

Yours faithfully

**(Dinesh Chand)
Dy. CE (TP)**

For and on behalf of President of India