

WEST CENTRAL RAILWAY

SPEED POST

PURCHASE ORDER

No. WCRTP2012200/FP/377

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

Dated 22.08.2012

M/s Ganpati Industrial Pvt. Ltd.
Kolkata
2, Hare Street Nicco House Kolkata
West Bengal -700001

Dear Sirs,

Sub: Tender no WCRTP2012200 Dated 02.01.2012 opened on 16.02.2012 manufacture & supply of 1 M Long Fish Plate 52 Kg to RDSO Drg. No. T-5915, 1 M Long Fish Plate 60 Kg to RDSO Drg. No. T-5916, Junction Fish Plate 60/52 Kg as per RDSO Drg. No. T-696 to 699, Joggle Fish plate 52 Kg RDSO Drg No. T-5551 with clamp (T-5552 & 5552/1)

Ref: Your acceptance letter no. GIPL/2012-2013/23/1066 dated 27.07.2012.

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	Manufacture & supply of 1 M Long Fish Plate 52 Kg to RDSO Drg. No. T-5915, 1 M Long Fish Plate 60 Kg to RDSO Drg. No. T-5916, Junction Fish Plate 60/52 Kg as per RDSO Drg. No. T-696 to 699
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2. Quantity, Consignee, Rate & Total cost: as shown below.

Item No.	Description of Item	Consignee-SSE P. way Depot) Store	Unit	Qty.	Basic Rate (₹)	ED*	CST/V AT*	Freight (₹/pairs)	All Inclusive Rate (₹/pair)	Total cost (₹)
1.	1 M Long Fish Plate 52 Kg to RDSO Drg. No. T-5915	BPL	Pair	1442	3105.00	Extra @ 10.30%	Extra @ 5 %	140.00	3736.06	5387398.52
		KTT	Pair	3773	3105.00	Extra @ 10.30%	Extra @ 5 %	150.00	3746.06	14133884.38
Total										19521282.90
2.	1 M Long Fish Plate 60 Kg to RDSO Drg. No. T-5916	JBP	Pair	1304	3685.00	Extra @ 10.30%	Extra @ 5 %	144.00	4411.78	5752961.12
		BPL	Pair	816	3685.00	Extra @ 10.30%	Extra @ 5 %	154.00	4421.78	3608172.48
		KTT	Pair	868	3685.00	Extra @ 10.30%	Extra @ 5 %	157.00	4424.78	3840709.04
Total										1,32,01,842.64

3.	Junction Fish Plate 60/52 Kg as per RDSO Drg. No. T-696 to 699	JBP	Pairs	348	8100.00	Extra @ 10.30%	Extra @ 5 %	210.00	9591.02	3337674.96
		KTT	Pairs	165	8100.00	Extra @ 10.30%	Extra @ 5 %	240.00	9621.02	1587468.30
									Total	49,25,143.26
									Grand Total	3,76,48,268.80
₹ Three crore seventy six lakh forty eight thousand two hundred sixty eight and paisa eighty only.										

*** ED and CST/VAT will be reimbursed subject to 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** Manufacture & supply of 1 M Long Fish Plate 52 Kg to RDSO Drg. No. T-5915, 1 M Long Fish Plate 60 Kg to RDSO Drg. No. T-5916, Junction Fish Plate 60/52 Kg as per RDSO Drg. No. T-696 to 699
- 6. Terms of Delivery** FOT/FOR destination. The material will be delivered by road/rail up to the depot of consignee.
- 7. Delivery Period** Full ordered qty. to be supplied with the period of 8 months after issue of P.O. Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
Ist 50% quantity in 04 month i e up to 21.12.2012
Last 50% quantity in 04 month i e up to 21.04.2013
- 8. Inspection** The inspection shall be done by RITES or Railway representative 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, at present rate is 10.30%,
(ii) Sales Tax /VAT: - Extra, at present rate is 5%.
(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.
- 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, Excise duty and 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.
- 12. Price Variation Clause** PVC will be applicable as per clause No. 8 of additional special condition 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 which ever 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 of manufacture & supply of 1 M Long Fish Plate 52 Kg to RDSO Drg. No. T-5915, 1 M Long Fish Plate 60 Kg to RDSO Drg. No. T-5916, Junction Fish Plate 60/52 Kg as per RDSO Drg. No. T-696 to 699, hence exempted from remitting EMD as per clause No. 2.1.2 (A) (iii) of alteration/provisional specification issued up to date of tender opening.
- 16. Security Deposit for safety items** You have submitted bank guarantee No. 11700004512 dated 30.07.2012 for Rs. 10,00,000/- issued by Oriental Bank of Commerce, DD-11, Sector 1, City Centre Branch, Salt Lake, Kolkata-700064 valid up to 27.07.2013 towards security deposit/performance Guarantee. As per clause no. 2.2.3 of "Additional special condition of contract for manufacturing and supply" 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.
- 17. Octroi** Necessary Octroi exemption certificate will be issued however if any "Octroi charges are leviable that 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 duly 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
- 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** 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.
- 24** Special condition quoted by firm & Railways remarks are as under;

SN	Conditions Quoted by the Tenderer	Relevant tender conditions
1	Delivery period: Within 08 months from the date of receipt of your firm order	Acceptable , as per Note-1.0 of Schedule of requirements to tenderer and annexure 'B' of tender document.
2	Inspection: RITES	Acceptable , para 4.0 of additional special condition shall be applicable
3	Delivery schedule: As per tender documents	Acceptable: Delivery schedule shall be as per annexure 'B' of tender document.

25	Allocation	Chargeable Head mentioned in Indent.
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1 M long Fish plate 52 Kg (T-5915)

S N	Indents No.	Date	Indent Qty. (in Nos.)	Allocation
BPL				
1	54410402	02.05.2011	258	DRF-4022123
2	2641-0968 (Const	28.04.2011	25	Extn. of platforms for 24/26 coaches at (7 stns) , 3823534304
3	2641-0967 (Const)	28.04.2011	25	Extn. of platforms for 24/26 coaches at (20 stns) , 3923534304
4	2641-0965 (Const)	28.04.2011	55	ORR 3 line xing station 2420164304
5	2641-0964 (Const	28.04.2011	55	ASKN-ORR 3 line xing station 2520166204

6	2641-0995 (Const)	16.02.2011 (Const)	24	Development of Model Freight terminal at PRKD-2720166204
7	54410410	23.06.2011	1000	0421328,422328,0425328
KTT				
1	44283028	28.03.2011	3773	04-211-28

1 M long Fish plate 60 Kg (T-5916)

S N	Indents No.	Date	Indent Qty. (in Nos.)	Allocation
JBP				
1	M S No. 01	01.04.2011	1304	21314104/21314204/21314304
BPL				
1	54410410	23.06.2011	500	0421328,422328,0425328
2	54410395	21.04.2011	90	DRF-4022128
3	54410394	21.04.2011	50	DRF-4022128
4	54410403	02.05.2011	96	DRF-4022128
5	02641-977 (Const)	17.05.2011	50	LAR-SGRL New line Project 0120114004
6	2641-0994 (Const)	01.06.2011	30	Development of Model freight terminals at PRKD-2720166204
Kota				
1	44283050	23.10.2010	276	Q-31-41
2	44283063	18.02.2011	412	Q-31-40
3	RMA-JLW/S/ 49842011/16 (Const)	16.06.2011	180	RMA-BPL Project-20114205

Junction Fish Plate (T- 696 to 699)

S N	Indents No.	Date	Indent Qty. (in Nos.)	Allocation
JBP				
1	M S No. 01	01.04.2011	348	21314104/21314204/21314304
BPL & KTT at KTT				
1 BPL (C)	2641-0997 (Const)	01.06.2011	05	Development of Model Freight terminal at PRKD-2720166204
2	44283063	18.02.2011	103	Q-31-40
3	KTT/S/NKPA/49841027	22.7.2010	07	20114105
4 BPL	54410373	01.01.2011	50	0421320,0422326,0425320

The contract shall be governed by Indian Railway Standard Conditions of contract (latest revision) with amendments, Invitation to tender and Instructions to Tenderers, Additional Special conditions and Instructions for quoting the 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

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)

TENDER NO. WCRTP2012200 dated 02.01.2012

PRICE VARIATION CLAUSE

PVC will be applicable as per tender document. PVC formula is

$$P1 = \{P0/100(15+55 C1/C0+15L1/L0+15F1/F0)\}-Ma.$$

P0 = contract unit rate as accepted.

P1 = Escalated/De-escalated Price.

C1 = Index number for wholesale Price Index for Iron & Semis as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

C0 = Wholesale Price Index for Iron & Semis as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month in which tender was opened.

F1 = Wholesale Price Index of "Fuel & Power" as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

F0 = Wholesale Price Index of "Fuel & Power" as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month in which tender was opened.

L1 = The All India Consumer Price Index Industrial Workers as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic> for the month just preceding the month of inspection.

L0 = The all India Consumer Price Index Industrial Workers as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic> for the month in which tender was opened. Ma = Variation in MODVAT to be passed on to purchaser.

MODVAT formula is

$$Ma = 55/100 P0 (C1/C0 \times E1/100 - E0/100).$$

E1 = Percentage excise duty rate as prevalent during the month just preceding the month of inspection.

E0 = Percentage excise duty rate as prevalent at the time of opening of Tender.

(Dinesh Chand)

Dy. CE (TP)

For and on behalf of President of India