

WEST CENTRAL RAILWAY

By Regd. Post

Purchase Order

**HEADQUARTERS OFFICE
ENGINEERING BRANCH
JABALPUR.**

No. WC RTP2012204/Level Crossing Fittings/382

Date: 15.10.12

**M/s Premier sales Agencies,
10 Clive Row 4th floor, R no 2A,
Rampura Chambers.
Kolkata, West Bengal, India-700001.**

Dear Sir,

Sub: - Tender No. WC RTP2012204 dated 02.03.12 Opened on 13.04.12 for fabrication and supply of “**Fittings of Level crossing**” for PSC 60 kg Running Rails and 52 Kg Check rails to RDSO Assembly Drg. No. (T-4916) but without check Rails with latest alteration as amendment up to the date of opening of tender.

Ref: - (i) Your quotation through E-bid 08.04.12.

For and on behalf of the President of India, the Principal Chief Engineer West Central Railway is pleased to issue you Purchase Order 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** Fabrication and supply of “**Fittings of Level crossing**” for PSC 60 kg Running Rails and 52 Kg Check rails to RDSO Assembly Drg. No. (T-4916) but without check Rails with latest alteration as amendment up to the date of opening of tender.
- 2. Quantity, Consignee, Rate & Total cost as shown below.**

Item	Consignee	Qty allotted in Sets (₹)	Rate in (₹) per sets					Total cost (₹)
			Basic rate (₹)	ED (₹)	CST/VAT Extra @ 4 % (₹)	Freight Extra @ (₹)	All incl. rate (₹)	
1	2	3	4	5	6	7	8	9
Fittings of Level crossing RDSO Assembly Drg. No. (T-4916)	KOTA	100	15600.00	Nil	624.00	800.00	17024.00	1702400.00
Total	₹ Seventeen Lakhs Two Thousand Four Hundred only.							1702400.00

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** Fabrication and supply of “Fittings of Level crossing” for PSC 60 kg Running Rails and 52 Kg Check rails to RDSO Assembly Drg. No. (T-4916) but without check Rails with latest alteration as amendment up to the date of opening of tender.

Description of material LC check rail fittings-

Fitting for LC check rail (One Set Consist of fitting for 13 Sleeper)			
Item	Drg. No. for 60 Kg	Quantity Nos/Set	Total Sets
CI Bracket	T-4917	2x13=26	100 sets.
CI distance bracket	T-4785	2x13=26	
Bolt 22mm diameter.	T-11550	2x13=26	
Plate Screw	T-3913	4x13=52	
Single coil spring washer	T-10773	6x13=78	

6. **Total Cost** ₹ 1702400.00 (Rs. Seventeen Lakhs Two Thousand Four Hundred only.)
7. **Terms of Delivery** FOT/FOR destination. The material will be delivered by road/rail up to the depot of consignee.
8. **Delivery Period** Full ordered qty. to be supplied with the currency of 0 to 3 months from the date of issue of Purchase Order. Pre delivery will be permitted. 100% quantity in 03 months i.e up to **14.01.13**.
9. **Inspection** Inspection of finished material will be done by RITES works before dispatch of tendered items as per the latest RDSO drawings and IRS specifications with latest alterations. The firm has to arrange all facilities for inspection at their works.
10. **Taxes**
 (i) Excise duty: - NIL
 (ii) Sales Tax /VAT: - Extra, at present rate is 4%.
 (iii) Freight Extra=800 per set.
 (iv) Modvat: - All Modvat credits available on inputs on the date of opening will be fully retained by the supplier, in addition to contract rate, but any increase/ decrease that take place during the currency of the
11. **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.
12. **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.
13. **Price Variation Clause** PVC will be applicable as per clause No. 8 of additional special condition annexure – H
14. **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.

15. **EMD** The firm has submitted NSIC, monetary limit up to 121 lakhs hence exempted from remitting EMD as per clause No. 2.1.2 (A) (i) of additional special condition.
16. **Security Deposit for safety items** As per clause No.2.2.1 & 2.2.3 of “Additional special condition of contract for Manufacture and supply” the Security deposit/performance Guarantee of amount ₹ 1,70,240.00 in the form of Demand Draft, FDR deposit or BG in favour of FA & CAO, West Central Railway Jabalpur is to be deposited within 14 days from the receipt of Advance acceptance letter for issuing vetted PO.
Firm has submitted Confirmation of deposit No.009000DP00002685 dtd.24.08.12 for Rs.1,70,300/- valid upto 24.08.2014 issued from Punjab national bank, BRBB Road, Kolkata Branch, Kolkata.
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 clause no.11 of special condition of contract of 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. **Guarantee**
- 24.1 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
- 24.2 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.
- 24.3 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 whichever is earlier, except in respect of defects notified to the Contractor prior to the expiry of such date.
- 24.4 All replacements that the Purchaser shall call upon the Contractor to deliver this guarantee shall be delivered by the Contractor promptly and satisfactorily.
- 24.5 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.

25. Special Conditions:-

The special conditions quoted by M/s Premier Sales Agencies-Kolkata in their offer and Railway remark thereon are as under:-

SN	Quoted Conditions	Railway Remark
1	2	3
1	PVC applicable- will be applicable or payable as per the WPI Index or RBI Index.	Accepted. PVC will be applicable as per Annexure-H of additional special condition of contract.
2	Delivery schedule- will start after three months and will be completed within next four months.	Firm vide their letter No. PSA/WCRTP/087/12-13 dated 27.06.12 have accepted the delivery schedule as per the tender document.
3	FOR: - Destination.	Accepted.
4	Delivery Period: -0 to 7 months.	Not Accepted. As per note No.1 of "Schedule of requirement," supply shall be made as under:- 100% quantity in 3 months, Pre-deliveries will be permitted.
5	Inspection – Consignee.	Not Accepted. Firm vide their letter No. PSA/WCRTP/087/12-13 dated 27.06.12 have accepted the inspection clause as per the tender document.
6	Payment terms: - 100 percent payment against material receipted challan and consignee TC.	Accepted.
7	Mode of dispatch: - Road.	Accepted.

26. Chargeable Head are mentioned below.

SN.	Item	Indent No. & Date	Allocation	Qty.in Nos.
KT T Division				
1	Level crossings for PSC 60 kg Running rails and 52 kg Check rail Drg. no. (T 4916)	44283021 dt.28.09.08	Q31-41	05 Set.
2		44283019 dt.28.12.09	Q31-40	04 Set.
3		44283025 dt.13.07.10	Q31-41	05 Set.
4		44283029 dt.13.07.10	Q31-40	04 Set.
5		44283035 dt.13.07.10	Q31-40	11 Set.
6		44283039 dt.13.07.10	Q31-40	04 Set.
7		44283051 dt.23.10.10	Q31-41	57 Set.
8		RMA-JLW/49841053 dt.21.07.10. and RMA-JLW/49841033 dt.27.02.10.	20114205 & P-114105	10 Set.
			Total	100 Sets.

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

(Dinesh Chand)
Dy. Chief Engineer/TP
For & on behalf of President of India.

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

Tender No.WCRTP2012204 dated 02.03.2012

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 & Semis" and "Ferro Alloys" Compiled by Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the calendar month of inspection of the material.

S0 = The above wholesale price index for "Iron & 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 months of inspection of the material.

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 & 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 be 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 months of inspection of the material.

S0 = The above wholesale price index for “Iron 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 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.”

(Dinesh Chand)
Dy. Chief Engineer/TP
For & on behalf of President of India

