

WEST CENTRAL RAILWAY

PURCHASE ORDER

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

No. WCR/TP/2011191/JFP/396

Dt 08.01.2013

**M/s. Kontinental Steel Korporation,
G E Road P O Kumhari
Distt. – Durg (C G) Pin-490002
Phone No. – 0788-3298100
Fax No. – 07821-247033**

Dear Sir,

Sub: -Tender no. WCRTP2011191 dated 04.07.2011, opened on 29.08.2011 for manufacture and supply of:

(i) Joggled Fish Plates 60 Kg to Drg. No. T-5849 along with 04 Nos Bolt with Nut & washers 25 x 180 mm to Drg No. T-11513 & 04 Nos Single Coil Spring Washers. Drg. No.10773

(ii) 75 mm Gap, JFP, 52 Kg With C I Block, Drg. No. EDO/T-2242 & 43 along with Bolts to Drg. No. T-11511 and Drg. T-11515 & Single Coil Spring Washers. Drg. No.10773 and with all accessories in the Drg.

(iii) 75 mm Gap, JFP, 60 Kg (UIC) With C I Block, Drg. No. EDO/T-2246 & 47 along with Bolts to Drg. No. T-11511 and Drg No. T-11515 & Single Coil Spring Washers. Drg. No.10773 and with all accessories in the Drg

(With Latest alterations) as per IRS Specifications No. I R S: T-1 -1966 corrigendum number 9 of November 09 & IRS: T-6-1965 corrigendum number 4 of November 09

Ref: - Your offer received through E- tender (IREPS website) on date 29.08.2011 and acceptance letter no. KSK/WCR/JFP/CO/12-13/101 dated 18.10.12

For and on behalf of the President of India, the 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	Tender for manufacture and supply of Joggled Fish Plates 60 Kg to Drg. No. T-5849 along with 04 Nos. Bolt with Nut & washers 25 x 180 mm to Drg No. T-11513 & 04 Nos. Single Coil Spring Washers. Drg. No.10773 (With Latest alterations) as per IRS Specifications No. I R S: T-1 -1966 corrigendum number 9 of November 09 & IRS: T-6-1965 corrigendum number 4 of November 09.
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2. **Quantity, Consignee, Rate & Total cost as shown below:.**

Item	Consignee	Offer quantity (Pairs)	Basic Rate (₹/Pair)	ED * Extra	CST/VAT* Extra	Freight (₹/Pair)	All Inclusive Rate (₹/Pair)	Total Cost (₹)
1	2	3	4	5	6	7	8	9
Joggled Fish Plates 60 kg to Drg. No. T-5849	BPL	9557	3250.04	10.3%	5%	150.00	3914.03	3,74,06,384.71
Total cost ₹. 3,74,06,384.71 only								
(Rs. Three crore seventy four lakhs six thousand three hundred eighty four and seventy one paise only)								

***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** Manufacturing and supply of Joggled Fish Plates 60 Kg to Drg. No. T-5849 along with 04 Nos. Bolt with Nut & washers 25 x 180 mm to Drg No. T-11513 & 04 Nos. Single Coil Spring Washers. Drg. No.10773
6. **Terms of Delivery** FOT destination. The material will be delivered by road up to the depot of consignee.
7. **Delivery Period** Full ordered qty. to be supplied within the period of 6 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 3 month i e up to 07.03.2013
Last 50% quantity in next 3 month i e up to 07.06.2013
8. **Inspection** The inspection shall be done by RITES 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: - 10.3% extra
(ii) Sales Tax: - 5% extra
(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/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. **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 for Manufacture and Supply of Joggled Fish Plates 60 Kg to Drg. No. T-5849, hence exempted from remitting EMD as per clause No. 2.1.2 (A) (iii) of additional special condition.

- 16 **Security Deposit for safety items** You have submitted bank guarantee No. B G No. 11640100001177 dated 26.10.2012 for valuing Rs. 10, 00,000/- issued by AXIS Bank Limited, Corporate Banking Branch 1, Shakespeare Sarani, Kolkata - 700071 with validity up to 25.07.2013 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 of stores.
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 through IREPS duly digital 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-25 and 26 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.
23. Allocation Chargeable Head mentioned in Indent.

S N	Indents No.	Date	Indent Qty. (in Nos.)	Allocation
BPL				
1	54410370	22.12.2010	3540	0421320,0422328
2	2841-960	14.02.2011	50	LAR-SGRL new line project 0120114004
3	54410408	09.06.2011	5240	0421320,0422328
4	54410397	22.04.2011	150	21314104
5	54410396	22.04.2011	48	21314104
6	54410394	22.04.2011	120	21314104, 21314204
7	54410395	22.04.2011	90	21314104, 21314204
8	54410411	27.06.2011	*319	0421320,0422326, 0425320
			9557	
*The quantity in the indent is 9504 sets and out of this 319 sets has considered in considered in this case				

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)

Tender No. WCRTP2011191 dated 04.07.2011

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://labour.bureau.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://labour.bureau.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.

Yours faithfully

(Dinesh Chand)

Dy. CE (TP)

**For and on behalf of President of
India**