

WEST CENTRAL RAILWAY

By Regd. Post

Purchase Order

**HEADQUARTERS OFFICE
ENGINEERING BRANCH
JABALPUR.**

Date: 09.01.13

No. WC RTP2012210/Rail Screw/397

To,
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 RTP2012210 dated 23.03.12 opened on 04.05.12 for fabrication and supply of "Plate Screw as per RDSO Drg.No.T-3913, Rail Screw as per RDSO Drg.No. T-4153 and 22 mm dia. Hook Dog Bolts & Nuts with single coil spring washer and split pin" for Channel Sleeper to specification mentioned in RDSO Drg.No.B-1636/1 /R2 with latest alteration as amended up to the date of opening of the Tender and as per attached drawing.

Ref: - (i) Your quotation through E-bid on 01.05.2012.

(ii) Advance Acceptance letter no. No. WC RTP2012210/Rail Screw dtd. 19.10.12.

For and on behalf of the President of India, the Principal Chief Engineer West Central Railway is pleased to issue 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** Fabrication and supply of **Rail Screw** as per RDSO Drg.No.(T-4153) with latest amendment issued up to date of opening of tender and as per IRS specification.

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

Item	Consignee	Quantity in Nos.	Basic Rate (Rs.)	ED* (Rs.)	CST/ VAT Extra @4% (Rs.)	Freight (Rs.)	All incl. Rate (Rs.)	Total Cost (Rs.)
1	2	3	4	5	6	7	9	10
Rail Screw Drg. No. (T-4153)	KOTA	12200 Nos.	33.30	Nil	4%	2.20	36.83	Rs. 449326.00
Total	Rs. Four lakh forty nine thousand three hundred twenty six & zero paise only.							Rs. 449326.00

ED -Nil, hence will not be paid extra.

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 **Rail Screw** as per RDSO Drg.No.(T-4153) with latest amendment issued up to date of opening of tender and as per IRS specification.
6. **Total Cost** **Rs. 449326.00 (Rs. Four lakh forty nine thousand three hundred twenty six & zero paise only)**
7. **Terms of Delivery** FOR destination. The material will be delivered by road up to the depot of consignee.
8. **Delivery Period** Full ordered quantity to be supplied with in the currency of **04 months** from the date of issue of Purchase Order i.e up to 08.05.13
9. **Inspection** Inspection of finished material will be done by Consignee at manufacturers' 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) 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 contract in Modvat on inputs will be on purchaser's account.
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 51 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 of additional special condition of contract, Firm has submitted Security deposit (SD) in the form of **FDR no.009000DP00003231 dtd.16.11.12 valid up to 16.11.13** in favour of FA & CAO, West Central Railway Jabalpur for **Rs. 45,000/- (forty five thousand only)**. The Security deposit/performance Guarantee shall be valid for a minimum period of 60 days beyond

- the date of completion of all contractual obligations 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 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.
- 24.6** The decision of the Purchaser in regard to Contractor’s liability under this guarantee shall be final and conclusive.

25. Special Conditions:

The special conditions quoted by **M/s Premier sales Agencies -Kolkata** in their offer and Railway's remarks thereon are discussed are as under.

SN	Quoted Conditions	Railway's Remark
1	FOR- Destination	Accepted. As per tender condition
2	Mode of dispatch: - Road.	Accepted. As per tender condition
3	Inspection - Consignee, at our works before dispatch.	Accepted. As per tender condition
4	Delivery Period: - 0-6 months.	Not Accepted. As per Schedule of requirements (Section-II). The quantity on order shall be supplied within the currency of 04 month after issue of Purchase order.
5	(i)Delivery schedule- 0-6 months.	Not Accepted. As per Schedule of requirements (Section-II). The quantity on order shall be supplied within the currency of 04 month after issue of Purchase order.
6	Payment terms: - 100 percent payment against consignee issued certificate and receipted challan.	Accepted. As per tender condition.
7	Quantity clause:- (i) Our offer is for full quantity and tender. (ii) We will not accept the part quantity or offer and will only accept the full tendered quantity.	Noted. (ii) Not Accepted will be dealt as per clause 19 & 20 of Instructions to Tenderers Annexure 'A'.

26. Chargeable Head are mentioned below.

S N	Item	Div.	Indent No.	Allocation No.	Unit	Quantity in Nos.
1	Rail Screw Drg. No. (T-4153)	KTT	44283032 dt.28.01.10	04221028	nos.	10000
		BPL	02641-1008 dt.17.06.11	04221028	nos.	2200
Total Quantity =						12200

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.

(B. K. Paliwal)
Executive Engineer/TP
For & on behalf of President of India.

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

Tender No.WCRTP2012210 Dated 23.03.12

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 Steel 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 Steel and “Ferro Alloys” Compiled by Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the months of inspection of the material.

SO = The above wholesale price index for “Iron Steel 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/SET 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.”

(B. K. Paliwal)
Executive Engineer/TP
For & on behalf of President of India.