

**BY SPEED POST**

**WEST CENTRAL RAILWAY**

**Purchase order**

**HEAD QUARTER OFFICE  
ENGG. BRANCH, 2<sup>nd</sup> FLOOR,  
NEAR INDIRA MARKET,  
JABALPUR.**

No. WC RTP2010175RC/ERC MK-III/407

Dt.31.01.2013

**M/s. Kalimata Ispat Industries Pvt. Ltd.,  
14/2, Old China Bazar Street,  
3<sup>rd</sup> Floor, Room No. 213,  
Kolkata-700001 (West Bengal)  
FAX No. 03322422214  
Mobile No. 09830622602**

**Dear Sir,**

Sub: -Tender no. WC RTP2010175RC dated 16.01.2012, opened on 05.03.2012 for manufacture and supply of Elastic Rail Clip RDSO Drg. No. T-3701 as per IRS Specification No. T-13-92 (With latest amendments).

**Ref:** - (i) Your offer received through E- tender (IREPS website) on date 05.03.2012.  
(ii) Counter offer no. WC RTP2010175RC/ERC MK-III dt.11.10.2012.  
(iii) Your acceptance letter no.KII/116/2012-13/57 dtd.02.11.12.

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** Tender for manufacture and supply of Elastic Rail Clip RDSO Drg. No. T-3701 as per IRS Specification No. T-13-92 (With latest amendments).
- 2. Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Consignee	Offer quantity (Nos.)	Basic Rate *(₹/Nos.)	ED Extra	CST/ VAT Extra	Freight (₹/Nos.)	All Inclusive Rate (₹/No.)	Total Cost (₹)
1	2	3	4	5	6	7	8	9
Elastic Rail Clip to RDSO Drg. No. T-3701	JBP	255212	46.01*	10.3%	4%	1.90	54.68	1,39,54,992.16
	BPL	415800	46.01*	10.3%	4%	2.20	54.98	2,28,60,684.00
<b>Total cost ₹. 3,68,15,676.16 only</b>								
<b>(Rs. Three crore sixty eight lakhs fifteen thousand six hundred seventy six and sixteen paise only)</b>								

\*As quoted by RINL base price Spring Steel for the month of opening of tender is ₹ 45400/- per MT (with ED) for PVC.

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 Elastic Rail Clip RDSO Drg. No. T-3701 as per IRS Specification No. T-13-92 (With latest amendments).
6. **Terms of Delivery** FOT/FOR destination. The material will be delivered by road up to the depot of consignee.
7. **Delivery Period** Full ordered qty. to be supplied with the period of 12 months (i.e 30.01.2014) after issue of P.O. Predelivery will be permitted.
8. **Inspection** The inspection shall be done by 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: - 10.3% extra
  - (ii) Sales Tax: - 4% 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 Manufacture and Supply of Elastic Rail Clip RDSO Drg. No. T-3701, hence exempted from remitting EMD as per clause No. 2.1.2 (A) (iii) of additional special condition.

16 **Security Deposit for safety items**

As per clause no. 2.2.1 of "Additional special condition of contract for manufacturing and supply", you are requested to submit the Security deposit (SD)/ Performance Guarantee in the form of Demand Draft, FDR deposit or BG in favour of FA & CAO, West Central Railway Jabalpur for Rs. 10,00,000/- (**₹ Ten lakh 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.

Firm has submitted BG No-7212IBGIS120053dt.06.12.12 of Rs.10,00,000/- issued from Vijaya bank, Allpore Branch, Kolkata. Validity is up to 30.11.13

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	Qty.in Nos.	Indent No. & Date	Allocation	Fund Availability for 12-13	Original file location	PB book
		<b>JBP</b>				
1	82212*	MS No. 01 dt.01.04.10 (CP-508)	21314104,21314204,21414304	(CP-512)	76/G	173/12-13
*Out of 847850 Nos of indented quantity 82212 Nos is taken in this tender						
2	110000	MS No. 06 dt.13.05.10 (CP-511)	04221028	(CP-513)	111/G	Rev.
		<b>JBP(C)</b>				
3	63000	SE/Pw/STA/PIL/KTE-SEGL/09 dt.20.01.10 (CP-514)	43164704	(CP-515-516)	279/G	Const.
		<b>BPL</b>				
4	415800*	54410341 dt.25.07.09 (CP-526)	21314104	(CP-526)	280/F	175,176,178,201,202,288/12-13
*Out of 1331570 Nos of indented quantity 415800 Nos is taken in this tender						

24 Special condition quoted by firm & Railways remarks are as under:-

SN	Terms & conditions	Railway remarks
1	Delivery Period: Entire quantity will be supplied within Twelve months from the date of receipt of PO without any pro-rata supply.	Accepted.
2	INSPECTION: By zonal railways.	Accepted.

3	Payment terms: 100% payment on receipt and acceptance of material by the consignee.	Accepted.
4	Delivery schedule- Entire quantity will be supplied with in Twelve months from the date of receipt of your Purchase Order without pro-rate monthly schedule.	Accepted.
5	FREIGHT: If octroi and Entry Tax are levied at the time of dispatch the same will be reimbursed against documentary evidence. Road permit will be required for transportation of materials at destination.	As per "additional special condition of contract" clause No 5.3.Octroi charges, if any, in case of road delivery, necessary exemption certificate to this effect shall be issued on demand. However, if the same is not recognized/honoured by the Local State Govt./Municipal Octroi Authority at supply receiving destination, the Octroi charges will be payable by the supplier.
6	NEW IMPOST: Any statutory increase in taxes Duties levies and or any new imposition as result of revision of orders of the Govt after the date of our quotation and within the currency of contract shall be on buyers account.	As per "additional special condition of contract" clause No. 5.4, 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.
7	MODVAT VAT: While quoting our rates we have taken into consideration the MODVATE benefit availed on input and any increase or decrease in MODVAT benefit subsequent to the date of our quotation the same will be to our account.	As per clause no.5.5 of the additional special condition of contract the accepted contract rates are net of MODVAT/CENVAT credit available to the firm as 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 increase/decrease that takes place during the currency of the contract in MODVAT/CENVAT on inputs will be purchaser's account.
8	While quoting our rate we have taken into consideration any increase and decrease in ordered Qty after the placement of the order the same will be done with our mutual consent only.	As per "additional special condition of contract" clause No. 10, 'The Principal Chief Engineer, West Central Railway reserves the right to enhance or reduce the contracted quantity up to 30% at the acceptance rate, terms and conditions of the order at the sole discretion. The discretion of the Principal Chief Engineer, West Central Railway in this regard can be exercised any time before the expiry of D. P. /extended D. P. If quantity is increased by or up to 30% suitable extension in Delivery period will be granted.'
9	PVC: Acceptable as per terms of tender schedule but the base rate will be @₹45400/- per MT w.e.f.01.03.12 including excise duty @10.30% of RINL ex-Kolkata.	Accepted.

DA: - Annexure H

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.

**(G.P.Mishra)**  
**Dy. CE (B/L)**  
**For and on behalf of President of India**

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

**Tender No. WCRTP2010175RC Dated 16.01.2012**

Price variation will be applicable @ 10 Paise per ERC for increase/decrease of 100/- PMT in the cost of steel (20.64 mm rounds), exclusive of excise duty and education cess advised by RINL.

PVC formula:-

$$P1 = P_o + (S1 - S_o) \times 0.10/100$$

P1= Updated basic price of ERC.

Po= Accepted Basic price of ERC.

S1= Base price per MT of spring steel 20.64mm Rounds in 55si7 Grade, ex Vishakhapatnam Steel Plant as advised by RINL, for the month prior to month of issue of inspection certificate of finished ERC, exclusive of excise duty and education cess.

So= Base price per MT of spring steel 20.64mm Rounds in 55si7 Grade, ex Vishakhapatnam Steel Plant as advised by RINL, for the month of tender opening, exclusive of excise duty and education cess.

Base price of spring steel will be priced as advised by RINL, ex Vishakhapatnam. The rate of spring steel advised by RINL ex Vishakhapatnam will be taken only for the purpose of arriving at price variation. Supplier, however, will be at liberty to procure spring steel 20.64mm Rounds in 55si7 Grade from any of the RDSO approved manufacturer for the above spring steel as stipulated in Para 3 of IRS specification no. T-31-1992 for Elastic Rail Clip.

Any upward price variation subsequent to the original (or further sanctioned with PVC) delivery period stipulated in the Purchase order will not be payable. However, Railways will be eligible to get the benefit of reduction in price, if any, always.

Excise duty, Education cess and CST is to be paid extra as applicable at the time of dispatch against documentary evidence on the updated price as per price variation clause. Accordingly, Excise Duty, Education cess and CST shall be payable on Price Variation Amount, if the same is paid separately.

**(G.P.Mishra)**  
**Dy. CE (B/L)**  
**For and on behalf of President of India**