

WEST CENTRAL RAILWAY

PURCHASE ORDER

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

No. WCR/TP/2011191/JFP/409

Dt 06.02.2013

**M/s. Techma Engineering Enterprise Pvt. Ltd.,
Stephen House, Room No. 51C,
3rd Floor, 4 Hemant Basu Sarani,
Kolkata-700001 (West Bengal)
Phone No. - 033-22314497
Cell No. – 09830066566
Fax No. – 033-22427685**

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 your acceptance letter no. TEE/WCR/JFP/2012 dated 16.10.12

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	KTT	3008	3250.04	10.3%	4%	166.00	3894.18	1,17,13,693.44
75 mm Gap, JFP, 60 Kg with C I Block, Drg. No. EDO/T-2246 & 47	KTT	500	3861	10.3%	4%	175.00	4604.00	23,02,000.00
75 mm Gap, JFP, 52 Kg with C I Block, Drg. No. EDO/T-2242 & 43	BPL	327	3400.00	10.3%	4%	135.00	4035.00	13,19,445.00
	KTT	1500	3400.00	10.3%	4%	155.00	4055.00	60,82,500.00
Total cost ₹								2,14,17,638.44
(Rs. Two crore fourteen lakhs seventeen thousand six hundred thirty eight and forty four paise only)								

*ED and CST/VAT will be reimbursed subject to submission of documentary evidence as per tender conditions. ED will be revised to 12.36% (now applicable) after issue of Purchase Order

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:(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.
6. **Terms of Delivery** FOT destination. The material will be delivered by road up to the depot of consignee.

7. **Delivery Period** (i) **For Joggle Fish Plate 60 Kg, T-5849:-** 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.
1st 50% quantity in 3 month i e up to 05.05.2013
Last 50% quantity in next 3 month i e up to 05.08.2013
(ii) **For Joggle Fish Plate 75 mm gap, 60 Kg and 52 Kg:-**Supply will be start after 16 weeks 30.05.2013 and completed within 24 weeks after issue of P O .i. e 24.07.2013
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: - 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 percent to be made against proof of dispatch i.e. PWB or TR or receipted challan duly signed by the consignee supported with I C within 3 days from the date of submission of our bill.
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. 4031IPEBG120034 dated 19.10.2012 for valuing Rs. 10, 00,000/- issued by Bank of India, Dobson Lane Branch, P-4, Dobson Lane Howrah-711101 with validity up to 18.07.2013 and B G No. 4031IPEBG120035 dated 19.10.2012 for valuing Rs. 9, 70,400/- issued by Bank of India, Dobson Lane Branch, P-4, Dobson Lane Howrah-711101 validity up to 18.10.2013 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 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.
- 24 **Allocation** Chargeable Head mentioned in Indent.

(i) Joggle Fish Plate 60 Kg to RDSO Drg No. T-5849

S N	Indents No.	Date	Indent Qty. (in Nos.)	Allocation	P.B./Law Book item No. of 2012-13
KTT					
1	44283023	13.07.2010	*538	21-3140-04	PB 300/12-13
2	44283049	23.10.2010	2470	21-3141-04	PB 299/12-13
Total			3008		

(ii) 75 mm Gap, JFP, 60 kg with C I Block, Drg. No. EDO/T-2246 & 47

S N	Indents No.	Date	Indent Qty. (in Nos.)	Allocation	P.B./Law Book item No. of 2012-13
KTT					
1	44283127	21.01.09	500	04-211-28	Revenue

(ii) 75 mm Gap, JFP, 52 kg with C I Block, Drg. No. EDO/T-2242 & 43

S N	Indents No.	Date	Indent Qty. (in Nos.)	Allocation	P.B./Law Book item No. of 2012-13
KTT					
1	44283128	21.01.09	1500	04-211-28	Revenue
BPL					
1	54410115	02.02.05	327	21314204	

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 Aannexure-‘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://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