

**BY SPEED POST**

**WEST CENTRAL RAILWAY**

**PURCHASE ORDER**

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

No. WC RTP2012227/Anti theft ERC/413

Dt.07.02.2013

M/s Fairdeal Engineering and Body Building Pvt. Ltd.  
Stephen House, 4 BBD Bag,  
Kolkata, West Bengal-700001  
Email-itesh22@hotmail.com  
**Phone No:** 033-22314498/97, **Fax No :** 033-22427685

**Dear Sir,**

**Sub:-** Tender no. WC RTP2012227 dated 21.08.2012, opened on 11.10.2012 For Manufacture and supply of Anti Theft Elastic Rail Clip RDSO Drg. No. T-6254 & T-6255 as per IRS specification No-T-31-92 with latest amendment upto date of opening of tender.

**Ref:** - (i) Your offer received through E- tender (IREPS website) on date 09.10.2012.  
(ii) This office AAL No. WC RTP2012227/Anti theft ERC dt.23.11.12.  
(iii) Firm's Acceptance letter no. FEBBCPL/WCR/ATERC/2012-13 dt.26.11.12.

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:-

- Full description of Stores** Tender for Manufacture and supply of Anti Theft Elastic Rail Clip RDSO Drg.No. T-6254 & T- 6255 as per IRS specification No-T-31-92 with latest amendment upto date of opening of tender
- Quantity, Consignee, Rate & Total cost: as shown below.**

| Item   | Consignee SSE/P.Wa y/Stores. | 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              |
| Anti Theft Elastic Rail Clip RDSO Drg.No. T-6254 & T- 6255                                     | JBP                          | 71302                 | 53.90               | 12.36%   | 4%             | 1.80             | 64.78                      | 4618943.56     |
|  | BPL                          | 14770                 | 53.90               | 12.36%   | 4%             | 2.30             | 65.28                      | 964185.60      |
|  | KOTA                         | 29596                 | 53.90               | 12.36%   | 4%             | 2.80             | 65.78                      | 1646824.88     |
| <b>Total cost ₹. 85,29,954.04</b>  |                              |                       |                     |          |                |                  |                            |                |
| <b>(Rs. Eighty Five lakh Twenty Nine thousand Nine hundred Fifty Four and Four paise only)</b> |                              |                       |                     |          |                |                  |                            |                |

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** Manufacture and supply of Anti Theft Elastic Rail Clip RDSO Drg.No. T-6254 & T- 6255 as per IRS specification No-T-31-92 with latest amendment upto date of opening of tender
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 within the period of 04 months after issue of P.O (i.e up to 06.06.2013). Pre delivery will be permitted.
8. **Inspection** The inspection shall be done by Railway's representatives 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: - 12.36% 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. 8,53,000/- (**₹ Eight Lakh Fifty Three Thousand only**) with in **14 days**. 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 FDR No.403145110004730 dt.30.11.12 of Rs.8,53,000/- issued from Bank of India, Bandra-Kuela complex, Bandra (East). Validity is up to 26.06.13.

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 “The Principle 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 Principle 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 by the purchaser.”
- 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-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. Allocation Chargeable Head mentioned in Indent.

| S.N | Indent No. & Date      | Allocation | Indent quantity | Fund availability for 12-13 |
|-----|------------------------|------------|-----------------|-----------------------------|
|     |                        | JABALPUR   |                 |                             |
| 1   | MS-26 dt.24.03.08      | 4221028    | 25000           | AV                          |
| 2   | MS-06 dt.28.08.08      | 4221028    | 25000           | AV                          |
| 3   | MS-06 dt.13.05.10      | 4221028    | 5000            | AV                          |
| 4   | MS-001 dt.17.04.12     | 4221028    | 16302           | AV                          |
|     |                        | Total:-    | 71302           |                             |
|     | <b>BHOPAL</b>          |            |                 |                             |
| 1   | 54410468 dtd 15.02.12  | 04,21,128  | 14770           | Av                          |
|     | <b>KOTA</b>            |            |                 |                             |
| 1   | 044283019 dt. 28.04.12 | 04-211-28  | 13461           | Av                          |
| 2   | 044283069 dt. 16.08.11 | 04-211-28  | 16135           | Av                          |
|     |                        | Total:-    | 29596           |                             |
|     |                        | G.Total:-  | 115668          |                             |

25 **Special condition quoted by firm & Railway’s remarks are as under:-**

| SN | Quoted Conditions   | Railway’s Remark |
|----|---|------------------|
| 1  | <b><u>Delivery Period:-</u></b> Supplies to be completed within 04 months from the date of receipt of technically and commercially confirmed purchase order. In case part quantity is offered the quoted delivery period may not be reduced on pro-rata basis. Pro-rata delivery schedule will not be accepted. | Accepted.        |
| 2  | <b><u>Delivery Schedule:-</u></b> Supplies to be completed within 04 months from the date of receipt of   | Accepted.        |

| SN | Quoted Conditions   | Railway's Remark  |
|----|---|---|
|    | technically and commercially confirmed purchase order. In case part quantity is offered the quoted delivery period may not be reduced on pro-rata basis. Pro-rata delivery schedule will not be accepted. |   |
| 3  | <b>Payment Terms:-</b> 100 per cent against consignees receipt note duly countersigned by competent authority along with inspection certificate.  | Firm has withdrawn their quoted condition and accepted as per Railway's terms and condition Vide Letter No.FEBBCL/WCR/ATERC/2012-13 Date:14.11.2012 |
| 4  | Any increase/decrease in quantity after the placement of order should be done with mutual consent only.   | Firm has withdrawn their quoted condition and accepted as per Railway's terms and condition Vide Letter No.FEBBCL/WCR/ATERC/2012-13 Date:20.11.2012 |

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.

**(Dinesh Chand)**  
**Dy. CE (TP)**  
**For and on behalf of President of India**

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

**PRICE VARIATION**

TENDER NO. WCRTP2012227 dated 21.08.2012

**PRICE VARIATION CLAUSE FOR Antitheft ELASTIC RAIL CLIP (T-6254&6255)**

**A. For Raw material i.e. Steel**

Price variation will be applicable @ 10 paisa per Antitheft ERC for increase/decrease of ₹100/- PMT in the cost of steel (20.64 mm round), **inclusive of excise duty and education cess**, advised by RINL.

**PVC Formula**

$$P1 = P0 + (S1-S0) \times 0.10/100$$

Applicable based on Stockyard price of raw material (20.64 mm rounds spring steel grade 55Si7) shall be *as existing rate of RINL, Visakhapatnam, including ED/cess and exclusive of CST/VAT, etc, on the date of opening of tender.* For every increase/decrease of ₹ 100/- PMT (including ED) in steel price, the increase and decrease will be ₹ 0.10 per piece. PVC amount payable shall be worked out on the basis of price list of RINL/ RDSO approved sources from whom the raw material is procured. Firm may procure raw material from RINL or any other RDSO approved source for manufacture of ERC-III/ERC-J.

However, PV amount payable will be lower of the two amounts so worked out whenever the raw material is procured from other than RINL on the date of actual purchase of Raw material irrespective of the material (Raw or Finished ) offered for inspection , subject to submission of documentary evidence.

**B. For Fuel, Power & Labour –**

The contract rate shall be subject to Price Variation based on RBI indices as per the following formula.

$$P1 = P0/100 (75+8xF1/F0+17xL1/L0)$$

Where,

P0 = Contract unit rate (basic rate) as accepted.

P1 = Escalated /deescalated price on account of Labour & fuel.

L1 = “Consumers Price Index for Industrial workers –All India” during month just preceding the month of call for inspection.

L0 = “Consumers Price Index for Industrial workers –All India” as per RBI Bulletin during the month in which tender was opened.

F1 = Wholesale price Index of “Fuel & Power” as per RBI bulletin as prevalent during the month just preceding the month of call for inspection.

F0 = Wholesale price Index of “Fuel & Power” as per RBI bulletin as prevalent during the month in which tender was opened.

**C.** The Excise Duty, Educational Cess and Sales Tax/VAT are to be paid extra on the above PVC amounts.

**MODVAT:** (This is in addition to the MODVAT/ CENVAT Clause 5.5 of additional conditions of contract at Annex. G)

MODVAT condition will be as per Tender Document and MODVAT benefits at the raw material rate of ***RINL on date of opening*** including ED will be retained by the supplier and any increase/decrease will be on Railway's account.

**VAT:** (This is in addition to the VAT/ CENVAT Clause 5.2 of additional conditions of contract at Annex. G)

VAT condition will be as per Tender Document and VAT benefits at the existing raw material rate of ***RINL on date of opening*** including ED will be retained by the supplier and any increase/decrease will be on Railway's account.

**(Dinesh Chand)**  
**Dy. CE (TP)**  
**For and on behalf of President of India**