

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

No. WC RTP2012202/ERC-III&ERC-J/436

Dt.28.03.2013.

M/s Kalimata Ispat Industries Pvt. Ltd.
14/2, Old China Bazar Street,
3rd floor, Room no. 213,
Kolkata, West Bengal-700001
Email-vikasjhawar@yahoo.co.in **Cell No : 9830622602**
Phone No : 03322428495 Fax No : 03322422214

Dear Sir,

Sub: -Tender no. WC RTP2012202 dated 04.01.2012, opened on 16.02.2012 For Manufacture and supply of Elastic Rail Clip RDSO Drg.No. T-3701 as per irs specification No-T-31-92 with latest amendment upto date of opening of tender and Elastic Rail Clip-‘J’ type RDSO Drg.No. T-4158 as per irs specification for ERC-J (Provisional) revised 1994 with latest amendment upto date of opening of tender

Ref: - (i) Your offer received through E- tender (IREPS website) on date 15.02.2012.
(ii) This office AAL no. WC RTP2012202/ERC-III&ERC-J dt. 21.11.12.

For and on behalf of the President of India, the Principal Chief Engineer, West Central Railway is pleased to 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 Elastic Rail Clip RDSO Drg.No. T-3701 as per IRS specification No-T-31-92 and Elastic Rail Clip-‘J’ type RDSO Drg.No. T-4158 as per irs specification for ERC-J (Provisional) revised 1994 with latest amendment upto date of opening of tender
- Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Consignee SSE/P. Way/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
Elastic Rail Clip to RDSO Drg. No. T-3701	BPL	628245	46.01*	10.3%	4%	2.20	54.98	34540910.10
	JBP	226476	46.01*	10.3%	4%	1.90	54.68	12383707.68
	KOTA	10919	46.01*	10.3%	4%	2.01	54.78	598142.82
Elastic Rail Clip-‘J’ to RDSO Drg. No. T-4158	JBP	134064	46.01*	10.3%	4%	1.90	54.68	7330619.52
	BPL	352785	46.01*	10.3%	4%	2.20	54.98	19396119.30
	KOTA	50000	46.01*	10.3%	4%	2.40	54.18	2759000.00
Total cost ₹. 7,70,08,499.42								
(Rs. Seven Crore Seventy lakh Eight thousand Four hundred Ninty nine and Forty two paisa only)								

*As quoted by firm RINL base price of Spring steel for the month of opening of tender is ₹ 45400/- per MT (with ED) ex. Kolkata 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** Manufacture and supply of Elastic Rail Clip RDSO Drg.No. T-3701 as per irs specification No-T-31-92 with latest amendment upto date of opening of tender and Elastic Rail Clip-‘J’ type RDSO Drg.No. T-4158 as per irs specification for ERC-J (Provisional) revised 1994 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 with the period of 12 months after issue of P.O. Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
Ist 25% quantity in 06 month i e up to 27.09.2013.
Last 75% quantity in next 06 month i e up to 27.03.2014.
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: - 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-7212IBGIS130005dt.04.02.13 of Rs.10,00,000/- issued from Vijaya bank, Alipore branch, Kolkata. Validity is up to 31.01.14.

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.
23. Allocation Chargeable Head mentioned in Indent.

For ERC MK-III (T-3701)

SN	Indent No. & Date	Consignee	Allocation	Indent Quantity (Nos.)	Fund Availability for 2012-13	Location in Main file	Mention in PB
1	MS No.01 dt.01.04.10 (CP-1079)	JBP	21314104/21314204/21314304	226474*	Av (CP-1080)	76/G	173
*Out of 847850 Nos 82212 Nos taken in T-175RC for firm M/s Kalimata Ispat, and 46460 Nos of ERC in T-202 for M/s Calcutta springs							
2	54410410 dt.23.06.11 (CP-19)	BPL	DRF-4022128	553026**	Av (CP-771)	363/11-12	Rev
**Out of 756397 Nos 203371 Nos of taken tin T-202 for Surya.							

3	54410341 dt.25.07.09 (CP-1077)	BPL	DRF 213142	75219***	Av (CP-1077)	280/F	175,176,17 8,201,202
***Out of 1331570 Nos 415800 Nos of ERC T-175RC for firm M/s Kalimata Ispat, Kolkata							
4	44283050dt.08.03.10 (CP-14)	KTT	Q31-41	10919****	Av(CP-799)	113/11- 12	179/12-13
**** Out of 204180 nos of ERC 10919 Nos of ERC taken in T-202 for Kalimata							

For ERC-J(T-4158)

SN	Indent No. & Date	Consignee	Allocation	Indent Quantity (Nos.)	Fund Availability	Location in Main file	Mention in PB
1	Material Sch. No. 08 dt. 28.09.10 (CP-42)	JBP	040221028/213142 04	100000	Av (CP-769)	490/G	Rev
2	Material Sch. No. 01 dt. 01.04.11 (CP-44)	JBP	21314104/2131420 4/21314304	34064	Av (CP-769)	151/11-12	160,162,157 ,263,364,27 1&163/12- 13
3	54410389 dt.07.04.11 (CP-46)	BPL	0421328/0422328/0 423328	333360	Av (CP-789)	20/11-12	Rev
4	54410394 dt.21.04.11 (CP-47)	BPL	DRF-4022128	5000	Av (CP-782)	23/11-12	
5	54410395 dt.21.04.11 (CP-48)	BPL	DRF-4022128	644	Av (CP-783)	24/11-12	
6	54410372 dt.23.12.10 (CP-45)	BPL	DRF	1250	Av (CP-788)	25/H	
7	54410410 dt.23.06.11 (CP-50)	BPL	0421328/0422328/0 423328	9031	Av (CP-771)	364/11-12	Rev
8	02641-1006 dt.17.06.11 (CP-51)	BPL(C)	LAR-SGRL New Line Project 20114004	3500	Av (CP-791)	177/11-12	1/12-13
9	044283020 dt.08.02.10 (CP-52)	KTT	04-241-28	50000	Av (CP-806)	613/G	Rev

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

SN	Quoted Conditions	Railway's Comments
1	Quoted Condition in negotiated offer- 25% ordered quantity will be supplied within first 06 months and balance 75% quantity will be supplied within next six months.	Accepted.
2	Inspection: - By zonal railways.	Accepted in terms of Clause no.4 of additional special condition of contract.
3	Payment terms: - 100% payment after receipt of material and acceptance of material by the consignee. (CP-204)	Payment will be made as per tender condition 7 Of additional special condition of contract for manufacture & supply.
4	Condition in negotiated offer- 25% ordered quantity will be supplied within first 06 months and balance 75% quantity will be supplied within next six months.	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 recognised/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	As per "additional special condition of contract" clause No.

	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.	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 MODVAT 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	PVC: Applicable as per tender condition but the base rate will be @₹45400/- per MT w.e.f.18.01.12 including excise duty @10.30% of RINL ex-Kolkata.	Payable as per clause 8 of "additional special condition of contract"

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

PRICE VARIATION

TENDER NO. WCRTP2012202 dated 04.01.2012

PRICE VARIATION CLAUSE FOR ELASTIC RAIL CLIP MK-III (T-3701) and ELASTIC RAIL CLIP-'J' (T-4158)

A. For Raw material i.e. Steel

Price variation will be applicable @ 10 paisa per ERC and ERC-J 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, Kolkata i.e.45400/-, 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 proceeding 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.

NOTE:- As quoted by firm RINL base price of Spring steel for the month of opening of tender is ` 45400/- per MT (with ED) ex. Kolkata for PVC.

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