

WEST CENTRAL RAILWAY

By Regd. Post

Purchase Order

**HEADQUARTERS OFFICE
ENGINEERING BRANCH
JABALPUR.**

No. WCRT2010170RC/Plate Screw/453

Date:24.05.3012

To,

**M/s Kalimata Ispat Industries Pvt. Ltd,
Kolkata, 14/2, Old China Bazar Street,
3rd floor, Room no.213,
Kolkata-700001**

Dear Sir,

Sub: - Tender No. WCRT2010170RC dated 25.07.12 opened on 03.09.12 for manufacture and supply of "Different Size of Bolts and Nuts (with washers) as per RDSO Specification T-23. As per Annexure (With latest Amendments), Galvanized Hook bolts of various sizes for channel sleepers and for manufacture and supply of various type of Plate Screws of Drg.No.T-3912, T-3913(with latest Alteration) as per IRS Specification no. T-16 (With latest Amendment).

Ref: - (i) Your quotation through E-bid on 03.09.2012.

(ii)This office AAL No. WCRT2010170RC/Plate Screw dtd.26.11.12.

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** For manufacture and supply of Plate screw Drg No. T-3916 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	Qty allotted (No) (₹)	Basic rate (₹)	ED Extra @	CST/VAT Extra @	Freight Extra (₹)	All incl. rate (₹)	Total cost (₹)
1	2	3	4	5	6	7	8	9
Plate Screw Drg. No. T-3916	BPL	24800	34.11	Nil	4%	1.40	36.87	914376.00
Total	₹ Nine lakhs Fourteen Thousand Three Hundred Seventy Six only.							914376.00

CST/VAT will be paid on submission of documentary evidence.

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** For manufacture and supply of Plate screw Drg No. T-3912 with latest amendment issued up to date of opening of tender and as per IRS specification.
6. **Total Cost** **Rs. 914376.00 (Rs. Nine lakhs Fourteen Thousand Three Hundred Seventy Six 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 **12 months** from the date of issue of Purchase Order i.e up to dtd. 23.05.2014.
9. **Inspection** Inspection of finished material will be done by RITES 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: - NA
 (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 the Security deposit (SD)/ Performance Guarantee in the form of **BG No. 72121BGIS130006 dated 04.02.2013 for Rs.91,450/-** (Ninety one Thousand four hundred fifty only) valid up to 31.10.13 from Vijaya Bank, Regional office, 97, Park Street, Kolkata-700016 in favour of FA & CAO, West Central Railway, Jabalpur. 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 **Kalimata Ispat Industries Pvt. Ltd, Kolkata**, in their offer and Railway's remarks thereon are discussed as under.

SN	Quoted Conditions	Railway's remarks
1	Mode of dispatch: - Road.	Accepted.
2	FOR-Destination	Accepted.
3	Inspection – RITES	Accepted.
4	Delivery Period:- Ordered Qty. Whatsoever Qty of material to be awarded on us will be supplied within a period of 12 month from the date of receipt of PO without pro –rate supply.	Accepted.
5	Delivery schedule- Ordered Qty Whatsoever Qty of material to be awarded on us will be supplied within a period of 12 month from the date of receipt of PO with out pro –rate supply	Accepted.
6	Payment terms: - 100% payment released against sign challan along with Inspection Certificate on acceptance of material by the consignee. against RITES I/C and consignee received challan.	Accepted.

26. Chargeable Head are mentioned below:-

SN	Indent No.	Allocation	Item	Drg No.	Quantity in Nos.	Original Indents	Law/ Pink Book	Fund Avail. 2013-14
1	54410321 dt.07.08.08	0421328, 0422328	Plate Screw	T-3916	24800	348/E	REVENUE	CP-279/ FA file
Total Quantity=					24800			

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.

(Dinesh Chand)
Dy.Chief Engineer/TP
For & on behalf of President of India.

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

PRICE VARIATION

Tender No. WCRTP2010170RC dated 25.07.12

PRICE VARIATION CLAUSE:- PVC Formula for Plate Screws

The accepted rate will vary with variation in the wholesale price index as published by Economic Advisor, Ministry of Industries on their Website (<http://eaindustry.nic.in>) for (i) Iron and semis and (ii) Fuel & Power and Consumer Price Index for “Industrial Workers- All India “compiled by Labour Bureau, Ministry Labour on their web site ([nttp://labourbureau.nic.in](http://labourbureau.nic.in)) in accordance with the following ratio and formula therefore:

Price Variation will be governed by the following Formula

$$P1 = P0/100\{ 15+ 55x(C1/C0)+ 15x(L1/L0) + 15x (F1/F0) \} - Ma$$

Where

P0 = Contract unit rate as accepted.

P1 = Escalated/de-escalated price.

C1 = Index No. of wholesale price index for “Iron & Semis” as per Economic Adviser, Ministry of Industry website <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

C0 = Wholesale price Index of “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 Adviser, 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 Adviser, 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 for “Industrial Workers as per Labour Bureau, Ministry Labour Website <http://labourbureau.nic.in> for the month just preceding the month of inspection.

L0= The All India Consumer Price Index for “Industrial Workers as per Labour Bureau, Ministry Labour Website <http://labourbureau.nic.in> for the month in which tender was opened.

Ma= Variation in MODVAT to be passed on to purchaser as per MODVAT formula at (B) below. The tenderer(s) are to produce complete records, whenever called for, for examination/verification of their claims under escalation clause.

The increase/decrease on account of above inputs will be advised every quarter by the contractor to the Paying Authority who after due verification of the same shall arrange payment towards Price Variation as found due.

(B) MODVAT FORMULA ;

The accepted contract rate is net of all Modvat credits available to the firm on the date of opening of tender. All Modvat 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 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 –

$$Ma = 55 \times (P0/100) \{ (C1/C0) \times (E1/100) - (E0/100) \}$$

Where,

Ma = Variation in Modvat to be passed to the purchaser (as per clause no. 5.5 of additional special condition of contract at Annexure –G).

P0= Contract unit rate as accepted.

C1= Index No. for wholesale price index for “Iron & Semis” as per Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

C0 = Wholesale price index of “Iron & Semis” as per Economic Adviser, Ministry of Industry website <http://eaindustry.nic.in> as prevalent during the month in which tender was opened

E1= Percentage Excise Duty rate on “Iron and Semis” as prevalent during the month just preceding the month of inspection.

E0= Percentage Excise Duty rate on “Iron and Semis” as prevalent at the time of opening of tender.

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 scheme in force on the date of supply after we submitted our quotations and submitted the present bill”.

In the event of MODVAT 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 of per MT 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.”

(Dinesh Chand)
Dy.Chief Engineer/TP
For & on behalf of President of India.