

Purchase Order

**HEADQUARTERS OFFICE
ENGINEERING BRANCH
JABALPUR.**

No.WCRTP2012268/ Different types of fittings of Channel sleeper/462 Date: 10.06.13

To,

**M/s Kalindi Rail Udyog-Howrah,
Baltikuri Kalitala, Mondal Bagan,
Howrah, West Bengal -711113
Fax No. - 033-26532235, Mob. 09830278575
Email ID:-Kalindirailudyog@gmail.com**

Dear Sir,

Sub: - Tender No. WCRTP2012268 dated 20.12.12 opened on 07.02.13 for Manufacture and supply **Different types of fittings of Channel sleeper** as per RDSO'S Drg. No. with latest alteration up to date of opening of tender

Ref: - (i) Your quotation through E-bid on 06.02.2013.

(ii) This office Advance acceptance letter no. WCRTP2012268/ Different types of fittings of Channel sleeper dtd.21.03.13

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 Manufacture and supply of Different types of fittings of Channel Stores** as per RDSO'S Drg. No. with latest alteration up to date of opening of tender

- 2. Quantity, Consignee, Rate & Total cost as shown below.**

Item	Consignee SSE/ P.way /Store/...	Quantity in Nos/MT	Basic Rate (Rs.)	ED (Rs.)	*CST/ VAT Extra @ (Rs.)	Freight (Rs.)	All incl. Rate (Rs.)	Total Cost (Rs.)
1	2	3	4	5	6	7	9	10
T. Head Bolts for Channel Sleeper, Bolts for Channel Sleeper outer/inner, MS Bolts for guard Rail of Channel Sleeper (Galvanized)	KOTA	0.91MT	73000.00	NA	4%	3000.00	78920.00	Rs.71817.20
MS Clip Outer/Inner (Galvanized)	KOTA	0.68 MT	89000.00	NA	4%	3000.00	95560.00	Rs.64980.80
Galvanized Tapper washer for Channel Sleeper	KOTA	1222 Nos	12.00	NA	4%	0.30	12.78	Rs.15617.16
Angular Cap (Galvanized)	KOTA	391 Nos.	16.00	NA	4%	0.60	17.24	Rs.6740.84
Total	Rs. One lakh fifty nine thousand one hundred fifty six only.							Rs.1,59,156.00

*CST will be paid extra on documentary evidence.

Descriptions of Material are as under:-

S N	Item	Qty. in Nos.	Wt. in Kg per piece (Approx.)	Total Wt. in Kg (Approx.)
1	T. Head Bolts for Channel Sleeper T-5160	227	0.900	204.3
2	MS Bolts for Guard Rail of Channel Sleeper T-5164	782	0.898	696.87
		Total Qty. in Kg=		901.17 Say 0.901176 MT
3	MS Clip outer T-5157	295	1.298	382.91
4	MS Clip Inner T-5158	246	1.176	289.30
		Total Qty. in Kg=		672.21 Say 0.67221 MT
5	Galvanized Tapper washer for Channel Sleeper T-5162	708		
6		514		
		Total Qty. in Nos.=		1222
7	Angular Cap T-5159	391		
		Total Qty. in Nos.=		391

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** Fabrication and supply of **Different types of fittings of Channel sleeper** as per RDSO'S Drg. No. with latest alteration up to date of opening of tender
6. **Total Cost** **Rs.1,59,156 (Rs. One lakh fifty nine thousand one hundred fifty 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 **03 months** from the date of issue of Purchase Order.
9. **Inspection** Inspection of finished material will be done by **BITES** 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 70 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 , 2.2.3 and 2.2.4 of additional special condition of contract, Firm has submitted the Security deposit (SD)/ Performance Guarantee in the form of DD No.98161 dtd.29.10.13 issued by UCO Bank, Baltikuri-Howrah in favour of FA & CAO, West Central Railway Jabalpur for **Rs. 16,000/- (sixteen thousand only)**. The Security deposit has been encashed by FA & CAO, West Central Railway Jabalpur.
- 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

25. Special Conditions:

The special conditions quoted by M/s **Kalindi Rail Udyog-Howrah** in their offer and Railway’s remarks thereon are discussed are as under.

SN	Firm Quoted Conditions	Railway Remarks
1	Delivery Period-within 03 month from the date of receipt of confirm Purchase Order.	Accepted
2	Delivery Schedule- within 03 month from the date of receipt of confirms Purchase Order.	Accepted
3	Inspection-RITES	Accepted

26. Chargeable Head are mentioned below:-

S N	Item	Indents No.	Allocation	Qty. in Nos.	Wt. in Kg per piece (Approx.)	Total Wt. in Kg (Approx.)	Cost	Original Indent	Fund Avail. 2013-14
1	T. Head Bolts for Channel Sleeper T-5160	44283145 dtd.30.04.12 (CP-1)	04-211-28	227	0.900	204.3	4903.20	185 /12-13	346/ FA file
2	MS Bolts for Guard Rail of Channel Sleeper T-5164	44283144 dtd.30.04.12 (CP-6)		514	0.898	461.57	8326.80	186 /12-13	347/ FA file
3	Bolts for Channel Sleeper Outer/Inner T-5164	44283133 dtd.30.04.12 (CP-5)		268	0.878	235.30	28944.00	250 /12-13	353/ FA file
				Total Qty. in Kg=		901.17 Say 0.906 MT			
4	MS Clip outer T-5157	44283142 dtd.30.04.12 (CP-2)	04-211-28	295	1.298	382.91	19116.00	255 /12-13	349/ FA file
5	MS Clip Inner T-5158	44283143 dtd.30.04.12 (CP-3)		246	1.176	289.30	15940.80	256 /12-13	348/ FA file
				Total Qty. in		672.21 Say 0.672 MT			
6	Galvanized Tapper washer for Channel Sleeper T-5162	44283134 dtd.30.04.12 (CP-8)	04-211-28	708			3823.20	251 /12-13	352/ FA file
7		44283138 dtd.30.04.12 (CP-7)		514			2775.60	254 /12-13	351/ FA file
				Total Qty. in Nos.=		1222			
8	Angular Cap T-5159	44283139 dtd.30.04.12 (CP-4)	04-211-28	391			2111.40	274 /12-13	350/ FA file
				Total Qty. in Nos.=		391			

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.

(B. K. Paliwal)
Executive Engineer/TP
For & on behalf of President of India.

Tender No. WC RTP2012268 Dated 20.12.2012

PRICE VARIATION CLAUSE

The accepted rate will vary with variation in the monthly price index (Index Nos. of wholesale prices) as published by Reserve Bank of India in its Bulletin for (i) Iron and Steel (ii) Fuel, Power, Light & Lubricants: and (iii) Variation in the All India Consumer Price Index Number for Industrial Workers, in accordance with the following ratio and formula thereof:

RATIO:

i) Iron and Semis	:	55%
ii) Fuel & Power	:	15%
iii) Labour	:	15%

Price Variation Formula:

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

Where

P0 = Contract unit rate as accepted.

P1 = Escalated/de-escalated rate.

C1 = Index Number of wholesale price index for Iron and Semis as per RBI Bulletin as Prevalent during the month just preceding the month of inspection.

C0 = Wholesale price index for Iron and Semis as per RBI Bulletin as prevalent during the month in which tender was opened.

F1 = Wholesale price index for 'Fuel & Power' as per RBI Bulletin as prevalent during the month just preceding the month of inspection.

F0 = Wholesale price index for 'Fuel & Power' as per RBI Bulletin as prevalent during the months in which tender was opened.

L1 = "Consumer price Index for Industrial Workers – All India`s during the month just preceding the month of inspection as per RBI Bulletin..

L0 = `Consumer price index for Industrial Workers – All India`s as per RBI Bulletin during the month in which tender was opened.

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

- (i) 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 rate. 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 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:

$$\text{Ma} = 55/100 \times \text{Po} \{[(\text{C1}/\text{Co}) (\text{E1}/100)] - \text{Eo}/100\}$$

Where

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

Po = Contract Unit Rate as accepted.

C1 = Index number of Wholesale Price, Index for Iron and Semis as per RBI Bulletin prevalent during the month just preceding the month of inspection.

Co = Index number of Wholesale Price, Index for Iron and Semis as per RBI Bulletin as prevalent during the month in which tender was opened.

E1 = Percentage excise duty rate as prevalent during the month just preceding the month of inspection.

Eo = Percentage excise duty rate 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/CENVAT scheme in force on the date of supply after we submitted our quotations and submitted the present bill.”

- (ii) In the event of MODVAT credit being extended by the Government of India to more items than already covered the contractor should advise the purchaser about the additional benefits accrued, through a letter containing a 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 a 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.’

(B. K. Paliwal)
Executive Engineer/TP
For & on behalf of President of India.