

WEST CENTRAL RAILWAYPurchase Order

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

No.WCRTP2012248/Bolts & Nuts (with washer) and Plate screw/475

Date:-26.06.13

M/s The Sun Rolling Mills Private Ltd.**Unit-1, 23, Duffer's Street, Liluah, Howrah-711204****Fax No. - 033-26550998, Mob. 09831005008/09584605129 Phone No.033-26558562****Email ID:-singhsanjay1972@yahoo.co.in, sun_rolling@yahoo.co.in**

Dear Sirs,

Sub: Tender No.WCRTP2012248 Dated 25.10.12 opened on 12.12.2012 for manufacture and supply of different size of Bolts & Nuts (with washer as per annexure) with RDSO Drg. No. & specification T-23 with latest amendment issued up to date of opening of tender and different Size of Plate Screw as per annexure with RDSO Drg. No.T-3912, T-3913, T-3915, T-3916 and IRS specification T-16 with latest amendment issued up to date of opening Tender.

Ref: - (i) Your quotation through E-bid on dtd. 12.12.12.

(ii) This office Advance Acceptance letter no.WCRTP2012248/Bolts & Nuts (with washer) and Plate screw dtd.06.03.2013.

For and on behalf of the President of India, the Principal Chief Engineer, West Central Railway is pleased to issue 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	Manufacture and supply of different size of Bolts & Nuts (with washer as per annexure) with RDSO Drg. No. & specification T-23 with latest amendment issued up to date of opening of tender and different Size of Plate Screw as per annexure with RDSO Drg. No.T-3912, T-3913, T-3915, T-3916 and IRS specification T-16 with latest amendment issued up to date of opening Tender.
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2. Quantity, Consignee, Rate & Total cost: as shown below.

SN	Item	Consignee SSE/ P.way /Store/...	Offered Quantity (MT)	Basic Rate (₹)	*ED extra % @	*CST/ VAT extra % @	*Freight (₹)	All inclusive unit rate (₹)	Total Cost (₹)
	1	2	3	4	5	6	7	8	9
1	Different sizes of Bolts and Nuts (with washers) and Plate Screw as per RDSO Drg. No.	JBP	15.90	48555.00	12.36%	4%	3092.70	59831.35	951318.46
2		BPL	12.55						750883.44
3		Kota	9.31						557029.87
Grand Total:-									22,59,231.77
Total cost ₹ Twenty Two lakh Fifty Nine thousand Two Hundred Thirty One and Seventy Seven paise only									

*ED & CST and service tax on freight (Rs. 92.70) –Extra, hence 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** Manufacture and supply of different size of Bolts & Nuts (with washer as per annexure) with RDSO Drg. No. & specification T-23 with latest amendment issued up to date of opening of tender and different Size of Plate Screw as per annexure with RDSO Drg. No. T-3912, T-3913, T-3915, T-3916 and IRS specification T-16 with latest amendment issued up to date of opening Tender.
6. **Total cost** ₹ 22,59,231.77 (₹ Twenty Two lakh Fifty Nine thousand Two Hundred Thirty One and Seventy Seven paise only)
7. **Terms of Delivery** FOT/FOR destination. The material will be delivered by road up to the depot of consignee.
8. **Delivery Period** Full ordered qty. to be supplied within the period of **06 months** after issue of P.O. Supply will be made as under-
100% quantity in 06 month i e up to dtd.**25.12.2013**.
Predelivery will be permitted.
9. **Inspection** The inspection of finished material will be done by Consignee representative at manufacturer's works before dispatch of tendered items as per the latest RDSO drawing and IRS Specifications with latest alterations. The firm has to arrange all facilities for inspection at their works.
10. **Taxes**
 - (i) Excise duty: - Extra @ 12.36%
 - (ii) CST/VAT: - Extra @ 4.0%
 - (iii) Freight: - Rs.3092.70 (Inclusive service tax Rs.92.70)
 - (iv) 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.
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/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.
13. **Price Variation Clause** Applicable as per formula enclosed in 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 2666 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. 083BG131056 dated 30.03.2013 issued by Tamilnad Mercantile Bank Ltd., 58 D, Netaji Subash road, 2nd floor, Burra Bazar, Kolkata-700001 in favour of FA & CAO, West Central Railway, Jabalpur of Rs.2,26,000/- (Two lakh twenty six thousand 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. (In case of BG, the BG will be on Rs.250/- stamp or as per state rule whichever is more)

17. **Octroi** Necessary Octroi exemption certificate will be issued on demand.
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 Additional special condition of contract 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-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:-

SN	Description	Quoted condition (firm's)	Railway's Remarks
1	Payment Terms	95% payment against receipted challan for each individual delivery consignment officer of the consignee along with RITES inspection certificate. Balance 5% against R Note.	Accepted.
2	OCTROI / ENTRY TAX:	Necessary octroi exemption certificate should be issued by you. However, if the same is not honored by the concerned municipal authority for which any such octroi/entry tax is levied; it will be to	Accepted.

		buyer's account at the time of delivery on production of documentary evidence.	
3	Quantities Option	Quantity option clause will be exercise by purchase subject our prior confirmation in writing.	Accepted.
4	Packing & marking:	Packing and marking shall be made as per respective tendered material specification only.	Accepted.
5	Weighment:	Weightment of supply truck/trailers shall be made at consignees end however if the same is not possible due to capacity constraints or non availability of weigh bridge the same shall be taken at any nearest available Government approved weighbridge.	Accepted.
6	Road permit/OEC:	Applicable Road permit & OEC shall be furnished alongwith the PO if the same is not possible due to any administrative reasons and if the same is arrived late from consignee/Head Office later on during the course of supply for which not at fault in the above case suitable Re-Fixation/Delivery period without LD must be guaranteed to cover of delay from your side and the PVC of applicability shall be for this delivery date only and not with previous original delivery date.	Noted.
7	Validity Remarks:	Our offered valid is only applicable for formal purchase order duly finance vetted and not for any type of advance acceptance/letter order/LOI as the same is not treated as enforceable under contract act as no process relating to RITES inspection, supply and payment can be arrange and complied on the basis of above advance acceptance/letter order/LOI and regular formal PO where issued with a different beyond any stipulation of time limit.	Accepted.
8	RDSO Approval:	We are RDSO approved vendors as part-II vedors under registration No. QAM/M&C/Steel/SRM/2062 dated 08.07.2011 valid upto 28.02.13 & QAM/ M&C/STEEL /SRM/1875 dated 08.07.11 valid upto 28.02.13.	Accepted.
9	Unloading:	Unloading of material will be done by the consignee at their end at the earliest on the same day with their labour duly insuring that the packing and RITES inspection seal on the material shall not be damaged and our responsibility shall ceased once our delivery truck reaches at your consignee end.	Accepted.
10	SVC/NEW Imposed/ Revision:	Any increase is statutory levy such as Excise duty/VAT/Sales Tax and service tax are any new imposed such as GST as a result of revision of any order of the government levy shall be to your account. At the time of delivery on production of documentary evidence.	Accepted.
11	Quantity Tolerance	A total quantity of plus or minus 5% tolerance of the ordered qty shall be allowed as per the provision of the IRS condition of contract.	Accepted.
12	CONTRACT Conclusion	For conclusion of binding contract your advance acceptance or Purchase order whichever is served on us shall be exactly as per our offer conditions including remark and PVC conditions in full and any deviation between our offer and your advance acceptance or purchase order will be treated as a counter offer and such deviation will only be acceptable to us only after our written consent and any effort to conclude the contract in haste from your side and any claim and action arising out of that disputed invalid contract thereafter shall be treated as illegal as per the contract act.	Accepted.
13	FORMAL ORDER:	Technically and commercial acceptable ADVANCE ACCEPTANCE will be valid for 21 days from the date of issue of such ADVANCE ACCEPTANCE and FORMAL PO must be released and served on us within our original validity period or the above mentioned 21 days whichever is letter otherwise the same is not binding on us as a contract obligation.	Accepted.
14	PART QUANATITY PO:	Part quantity of order will not be accepted below a full truck load of 16 MT for each consignee destination unless or otherwise agreed or quoted by us.	Accepted.
15	Technical Specification:	Purchase order will only be acceptable with clear materials specification details alongwith year and latest alteration number mentioned therein and it is the duty of the purchaser to provide	Accepted.

		complete and accurate details for satisfactory execution of PO.	
16	Cost of materials consumed in Testing:	Please note that if in the process of the testing during pre-dispatch inspection by RITES proves satisfactory then the ordered goods so consumed/destroyed/expended during such testing will be deemed to have been taken delivery by the purchaser and the payment for the same is to be paid for. This is also in tune with Clause 1308 of IRS Conditions of contract. This clause must be specifically be incorporated in the purchase order. While claiming payment the inspection certificate will provide the quantity of goods so consumed/ expended / destroyed during testing.	Accepted.
17	Miscellaneous	All our above terms and conditions shall be over and above your tender terms and conditions accepted by us including IRS conditions of contract and special conditions if any during the submission of our offer and the same shall prevail unless otherwise withdrawn by us in writing at any stage of the tender finalization process tender finalization process.	Accepted.
18	Delivery Period	0-6 month	Accepted.
19	Address	Order to be placed on our works address- The Sun Rolling mills Private Limited, unit –I , 23, Duffer’s Street, Liluah, Howrah, 711204 (WB)	Accepted.

26. Chargeable head are mentioned below.

Details of Nuts & Bolts:-

SN	Item	Drg No.	Indent No.	Qty (Nos.)	Unit wt. Approx.	weight in MT	Allocation	Law Book/ Pink Book	Original Indents	Fund Avail. 2013-14
JBP										
1	Stud bolt FH 25x80	T-11623	MS-01 dt.17.04.12 (CP-5)	1126	0.717	0.807	4221028	Rev.	318/ 2012-13	27/ FA file
2	Stud bolt FH 25x90	T-11624		905	0.840	0.760				
				Total Qty (JBP) =		1.567				
BPL										
1	Stretcher bar Bolt 18x90	T-11690	54410468 dt.15.02.2012 (CP-3)	1410	0.466	0.843	0421128	Rev.	58/ 2012-13	52/ FA file
2	Stretcher bar Bolt 18x80	T-11635		1790	0.466	0.798				
3	Stud bolt FH 25x90	T-11624		1575	0.840	1.323				
4	Stud bolt FH 25x80	T-11623		1525	0.717	1.093				
5	Tee Bolts & Nuts for SEJ 25x110	T-2660		1125	0.918	1.033				
6	Stretcher Bar bolts 18x80	T-11635	54410373 dt.01.01.2011 (CP-66)	1450	0.446	0.647	0421320, 0422326, 0425320	Rev.	567/G	55/ FA file
7	Stretcher Bar bolts 18x70	T-11636		1450	0.426	0.618				
8	Stretcher Bar bolts 18x90	T-11690		1600	0.466	0.746		Rev.	567/G	55/ FA file
9	Stretcher Bar bolts 18x80	T-11635	54410410 dt.23.06.2011 (CP-63)	58	0.400	0.023	0421328, 0422328, 0425328	Rev.	364/ 2011-12	54/ FA file
10	Stretcher Bar bolts 18x90	T-11690		2060	0.446	0.919				
				Total Qty (BPL) =		8.043				
KTT										
1	Stretcher bar Bolt 18x70 mm	T-11636	44283050 dt.30.04.12 (CP-14)	54	0.426	0.023	04-211-28	Rev.	196/ 2012-13	401/ FA file
2	Stretcher bar Bolt 18x90 FH	T-11690	44283051 dt.30.04.12	379	0.466	0.177		Rev.	197/ 2012-13	400/ FA file

			(CP-13)								
3	Stretcher bar Bolt 18x90 HH	T-11690	44283052 dt.30.04.12 (CP-6)	182	0.466	0.085			Rev.	146 /2012-13	399/ FA file
4	MS Bolts 25x80 HH	T-11623	44283070 dt.30.04.12 (CP-11)	81	0.717	0.058			Rev.	165/ 2012-13	398/ FA file
5	MS Bolt 25x80 HH	T-11623	44283057 dt.30.04.12 (CP-15)	97	0.717	0.070			Rev.	193/ 2012-13	397/ FA file
6	Stud bolt FH 25x90	T-11624	44283056 dt.30.04.12 (CP-10)	108	0.840	0.091			Rev.	142/ 2012-13	396/ FA file
7	Stud bolt HH 25x90	T-11624	44283055 dt.30.04.12 (CP-9)	81	0.840	0.068			Rev.	143/ 2012-13	395/ FA file
8	T Head bolts for channel sleeper	T-5160	44283145 dt.30.04.12 (CP-16)	227	0.950	0.216			Rev.	185/ 2012-13	394/ FA file
9	Tee Bolts & Nuts for SEJ 25x110	T-2660	44283054 dt.30.04.12 (CP-8)	582	0.918	0.534			Rev.	144/ 2012-13	393/ FA file
10	Tee Bolts & Nuts for SEJ 25x95	T-2659	44283053 dt.30.04.12 (CP-7)	440	0.859	0.378			Rev.	145/ 2012-13	392/ FA file
11	MS Bolt for Stretcher Bar	T-11637	44283029 dt.18.06.11 (CP-60)	5083	0.400	2.033			Rev.	337/ 2011-12	391/ FA file
12	MS Bolt for Stretcher Bar	T-11635	44283030 dt.18.06.11 (CP-61)	2542	0.446	1.134			Rev.	264/ 2011-12	390/ FA file
Total Qty (Kota) =				4.867							

Details of Plate Screw:-

SN	Item	Drg No.	Indent No.	Qty (Nos.)	Unit wt. Approx.	weight in MT	Allocation	Law Book/ Pink Book	Original Indents	Fund Avail. 2013-14
JBP										
1	Plate Screw	T-3912	MS-1 dt.17.04.2012 (CP-46-47)	6954	0.5	3.477	04221028	Rev.	318 /2012-13	26 /FA file
2	Plate Screw	T-3912	BEHR-KHBJ/ 37850012 dt.14.01.12 (CP-48)	2860	0.5	1.43	431644-04	PB-42/ 2013-14	330 /2012-13	166 /FA file
3	Plate Screw	T-3912	NWP/03785053 dt.29.12.11 (CP-43)	400	0.5	0.2	43424404	PB-536/ 2013-14	101 /2012-13	164 /FA file
Total Wt. in MT JBP=						5.107				
BPL										
1	Plate Screw	T-3912	54410468 dt. 15.02.12 (CP-39)	7000	0.5	3.5	0421128	Rev.	58 /2012-13	51 /FA file
2	Plate Screw	T-3912	2641-1152 dt.31.01.12 (CP-42)	1500	0.5	0.75	0120114004	PB-1/ 2013-14	67 /2012-13	201 /FA file
3	Plate Screw	T-3912	02641-978 dt.17.05.11 (CP-52)	500	0.5	0.25		PB-1/ 2013-14	79 /2011-12	201/ FA file
Total Wt. in MT BPL=						4.5				
KTT										
1	Plate Screw	T-3912	44283040 dt.28.04.12 (CP-51)	3041	0.5	1.53	04-211-28	Rev.	280 /2012-13	243/ FA file

2	Plate Screw	T-3912	44283095 dt.16.08.11 (CP-50)	3206	0.5	1.603		Rev.	350 /2012-13	388/ FA file
				Total Wt. in MT KTT =		3.133				
1	Plate Screw	T-3913	44283120 dt.16.08.11 (CP-44)	1343	0.535	0.718	04-211-28	Rev.	248 /2012-13	387/ FA file
				Total Wt. in MT KTT =		0.718				
1	Plate Screw	T-3915	44283096 dt.16.08.11 (CP-49)	950	0.605	0.574	04-211-28	Rev.	349 /2012-13	386/ FA file
				Total Wt. in MT KTT =		0.574				
JBP										
1	Plate Screw	T-3916	MS-19 dt.02.05.2012 (CP-45)	14400	0.64	9.216	040221028	Rev.	316 /2012-13	8/FA file
				Total Wt. in MT JBP =		9.216				

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.

DA: - Annexure 'H' (Price Variation Clause)

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

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

PRICE VARIATION CLAUSE :- PVC Formula for Bolts and Nuts

Price Variation Clause: - The price variation clause shall be applicable in the following format:
The tenderer(s) should fill up the same.

“Prices are based on the current price of MS Billets (85-125 mm) as per IS: 2830 specification. For the purpose of price variation, the base price of MS billets (85-125 mm size) to IS:2830 prevailing on the date of opening of the tender including ED,ST & stock yard distribution charges, if applicable shall be taken into account. For any variation(up/down) by Rs.100/- PMT or part thereof in above SAIL’s stockyard price of MS Billets, the price of Nut & Bolts will increase/decrease by Rs.100/- (Rs One hundred only) PMT or part thereof..

The change would, however, be applicable in respect of stores placed for the inspection to the Inspecting Authority after a period of not less than 15 days from the date of such change in price by SAIL”

(Dinesh Chand)

Dy.CE/TP

For & on behalf of President of India.