

**WEST CENTRAL RAILWAY**

**By Regd. Post**

# **Purchase Order**

**HEADQUARTERS OFFICE  
ENGINEERING BRANCH  
JABALPUR.**

No. WC RTP2011187RC/Channel Sleeper fittings 52 kg/476

Date: 27.06.2013

**M/s Corporate Track innovators-Howrah,  
117/2, Mirpara Road, PO, Bhattanagar,  
Liluah, Howrah-711203**

**Dear Sir,**

**Sub:** - Tender No. WC RTP2011187RC dated 27.06.12 opened on 13.08.12 for Manufacture and supply of Fittings of Channel Sleeper 60 kg and Fittings of Channel Sleeper 52 kg as per RDSO's Drg. and as per IRS Specification (Provisional-1995) with latest alteration.

**Ref:** - (i) Your quotation through E-bid on 12.08.2012.

(ii) This office issued AAL No. No. WC RTP2011187RC/Channel Sleeper fittings  
52 kg Dtd. 18.03.13

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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 Fittings of Channel Sleeper 52 kg as per Stores RDSO's Drg. and as per IRS Specification (Provisional-1995) with latest alteration.**
- 2. Quantity, Consignee, Rate & Total cost as shown below.**

Consignee SSE/ P.way /Store/...	Qty allotted (set) (₹)	Basic rate (₹)	ED	CST/VAT* Extra @	Freight Extra (₹)	All inclusive rate (₹)	Total cost (₹)
1	2	3	4	5	6	7	8
JBP	1600	2985.00	NA	4%	80.00	3184.40	<b>5095040.00</b>
BPL	800	2985.00	NA	4%	80.00	3184.40	<b>2547520.00</b>
<b>Rs. Seventy Six lakhs Forty Two Thousand Five Hundred Sixty only.</b>							<b>7642560.00</b>

\* CST/VAT will be reimbursed 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 Fittings of Channel Sleeper 52 kg as per RDSO's Drg. and as per IRS Specification (Provisional-1995) with latest alteration.
6. **Total Cost** **Rs. 7642560.00 (Rs. Seventy Six lakhs Forty Two Thousand Five Hundred Sixty 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 **06 months** from the date of issue of Purchase Order.  
Ist 50% quantity in 3 month i.e up to dtd.**27.09.2013**  
IInd 50% quantity next in 3 month i.e up to dtd.**26.12.2013**
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: - Nil.  
(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 55 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.1/13/14 dated 30.04.2013 valid upto 29.10.14 issued by State Bank of India, Liluah, Howrah in favour of FA & CAO, West Central Railway, Jabalpur of **Rs. 7,64,300/- (Seven lakh sixty four thousand three hundred 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.

- 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 Corporate Track innovators-Howrah** in their offer and Railway's remarks thereon are discussed as under.

SN	Quoted Conditions	Railway Remark
1	Mode of dispatch: - Road.	Accepted
2	FOR- Destination	Accepted
3	Inspection – RITES for all the items. However Elastomeric Pads, Grooved Rubber Pads shall be procured from vendors who are on the approved list of RDSO	Accepted.

## 26. Chargeable head are mentioned below.

S N	Item	Drg No.	Indent No.	Qty (Nos)	Allocation	Law Book/ Pink Book	Original Indents	Fund Avail. 2013-14
<b>JBP Division</b>								
1	Fittings of Channel sleeper 52 kg	as per RDSO's Drg. and as per IRS Specification	M.S. 06 dt.13.05.10	1600	04221028	Rev.	111/G	330/ FA file
			<b>Total Qty.=</b>	<b>1600</b>				
<b>BPL Division</b>								
2	Fittings of Channel sleeper 52 kg	as per RDSO's Drg. and as per IRS Specification	54410345 dt.28.12.09	800	0422328, 0421328, 0425328,	Rev.	371/F	404/ FA file
			<b>Total Qty.=</b>	<b>800</b>				

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.

**(K.K. Pali)**  
**Dy.CE/TP**  
**For & on behalf of President of India.**

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

**Tender No.** WCRTP2011187RC Dated 27.06.2012

**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:

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

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:

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

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 as 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.’

**(K.K. Pali)**  
**Dy.CE/TP**

**For & on behalf of President of India.**

**Details of Each set of fittings in 52 kg channel sleeper shall comprise of following material:-**

Sl. No.	Description of Part	Drawing No.	No. per Sleeper	Whether galvanized or not
1.	*Grooved Rubber Pad 10mm thick	RDSO/T-5199	2	Not
2.	M.S.Clip Outer	RDSO/T-5197	2	Galvanized
3.	M.S.Clip inner	RDSO/T-5198	2	Galvanized
4.	Annular Cap	RDSO/T-5159	4	Galvanized
5.	T-Head Bolt and Nut	RDSO/T-5160	4	Galvanized
6.	Tapered Washer	RDSO/T-5161	4	Galvanized
7.	Tapered Washer	RDSO/T-5162	4	Galvanized
8.	*Grooved Rubber Pad 6mm thick	RDSO/T-5163	4	Not
9.	Bolt and Nut for Guard Rail	RDSO/T-5164	4	Galvanized
10.	Single Coil Spring Washer	T-10773	8	Galvanized
11.	Tapered Split Pin	Suitable	8	Galvanized
12.	8mm thick Plain Washer 45mm dia with 27mm dia hole at the centre	Suitable	2	Galvanized
13.	*Elastomeric Pad 230x400x10mm		2	Not
14.	*Elastomeric pad 300x400x5mm		2	Not
15.	Hook Bolts (22mm dia X325mm) with Nut, Tapered Split Pin & Single Coil Spring Washer		2	Galvanized

**\* These items should be procured from RDSO approved sources duly inspected by RITES. Inspection certificate shall be submitted.**

**Galvanizing shall be done by hot dip process for a thickness of not less than 100 micron confirming to IS : 2629-1985.**

**(K.K. Pali)**  
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