

Purchase Order

**HEADQUARTERS OFFICE
ENGINEERING BRANCH
JABALPUR.**

No.WCRTP2012262/Channel Sleeper fittings 60 kg/499

Date-16.01.2014

To,

**M/s Kalindi Rail Udyog-Howrah,
Baltikuri Kalitala, Mondal Bagan,
Howrah, West Bengal -711113
Fax No. - 033-22431649, Mob. 09830278575
Email ID:-Kalindirailudyog@gmail.com**

Dear Sir,

Sub: - Tender No.WCRTP2012262 Dated 14.12.2012 for Manufacture and supply of **Different types of fittings of Channel sleeper for 52 Kg and 60 Kg** as per RDSO'S Drawing RDSO/B-1636/1/R2, RDSO/T-5155 to 5164 and RDSO/T-5197 to 5200 with latest alteration up to date of opening of tender.

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

(ii) This office AAL No. WCRTP2012262/Channel Sleeper fittings 60 kg dtd. 09.05.13

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** Manufacture and supply of **Different types of fittings of Channel sleeper for 60 Kg** as per RDSO'S Drawing RDSO/T-5197 to 5200 with latest alteration up to date of opening of tender.

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

Consignee SSE/ P.way /Store/...	Qty (set)	Basic rate (₹)	ED Extra @	CST/VAT* Extra @	Freight Extra (₹)	All inclusive rate (₹)	Total cost (₹)
1	2	3	4	5	6	7	8
BPL	2835	1447.00	NA	4%	60.00	1564.88	44,36,434.80
JBP	2086	1447.00	NA	4%	60.00	1564.88	32,64,339.68
KTT	1720	1447.00	NA	4%	60.00	1564.88	26,91,593.60
(₹ One Crore Three lakhs Ninety Two thousand Three hundred sixty eight and paisa zero eight only)							1,03,92,368.08

* 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 **Different types of fittings of Channel sleeper for 60 Kg** as per RDSO'S Drawing RDSO/T-5197 to 5200 with latest alteration up to date of opening of tender.
6. **Total Cost** ₹ 1,03,92,368.08 (₹ One Crore Three lakhs Ninety Two thousand Three hundred sixty eight and paisa zero eight 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 i.e up to **dtd.15.07.2014**
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 163.00 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 & 2.2.4 of "Additional special condition of contract for manufacturing and supply" firm has submitted the Security deposit (SD)/ Performance Guarantee in the form of FDR No.716280 dated 08.08.2013 for **Rs.10,00,000/- (Ten Lakh only)** valid up to Dtd.02.05.14 from UCO Bank, Howrah Amta Road, Baltikuri, Howrah-711113 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 not quoted by **M/s Kalindi Rail Udyog-Howrah.**

26. Allocation Chargeable Head mentioned in Indent.

S N	Indent No.	Allocation	Qty (Sets)	Law /Pink Book	Original Indents	Fund Avail. 2013-14 file
JBP Division						
1	MS 11 dt.20.04.12 (CP-5)	21314104/ 21314204/ 21314304	237	PB-264/ 2013-14	261/ 2012-13	CP-16/ FA file
2	MS 09 dt.20.04.12 (CP-6)		55	PB-266/ 2013-14	263/ 2012-13	CP-18/ FA file
3	MS 06 dt.20.04.12 (CP-7)		495	PB-261/ 2013-14	265/ 2012-13	CP-21/ FA file
4	MS 03 dt.20.04.12 (CP-8)		171	PB-260/ 2013-14	267/ 2012-13	CP-24/ FA file
5	MS 07 dt.20.04.12 (CP-14)		369	PB-220/ 2013-14	403/ 2012-13	CP-20/ FA file
6	MS 05 dt.20.04.12 (CP-12)		292	PB-263/ 2013-14	404/ 2012-13	CP-22/ FA file
7	MS 02 dt.20.04.12 (CP-13)		467	PB-268/ 2013-14	405/ 2012-13	CP-25/ FA file
Total Qty. of JBP Div. =			2086			
BPL Division						
1	54410468 dt.15.02.12 (CP-16)	0421128	65	Revenue	57/ 2012-13	CP-51/ FA file
2	54410410 dt.23.06.11 (CP-28)	02421328, 0422328, 0425328	2770	Revenue	364/ 2011-12	CP-54/ FA file
Total Qty. BPL Div. =			2835			
KTT Division						
1	44283101 dt.16.08.11 (CP-1)	04-211-28	1254	Revenue	272/ 2012-13	CP-249/ FA file
2	44283017 dt.16.06.12 (CP-11)	Q-31-40	466*	LB-460/ 2013-14	305/ 2012-13	CP-84/ FA file
Total Qty. of Kota Div. =			1720			

*** For indent No. 44283017 dt.16.06.12 Total indented qty. = 566 Sets but 466 Sets taken in this Purchase Order and remaining qty. already taken in T-170RC i.e 100 Sets.**

***Firm have to supply during Financial year 2013-14 for JBP & 466 Sets to Kota and balance quantity during next Financial year 2014-15 with in DP.**

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. WCRTP2012262 Dated 14.12.2012

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:

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

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:

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

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.’

(K.K. Pali)

Dy.CE/TP

For & on behalf of President of India.

Annexure- I

Details of Each set of fittings in 60 kg channel sleeper shall comprise of following material:-

SN	Description of Part	Drawing No.	No. per Sleeper	Whether galvanized or not
1	M.S.Clip Outer	RDSO/T-5157	2	Galvanized
2.	M.S.Clip inner	RDSO/T-5158	2	Galvanized
3.	Annular Cap	RDSO/T-5159	4	Galvanized
4.	T-Head Bolt and Nut	RDSO/T-5160	4	Galvanized
5.	Tapered Washer (for guard rail)	RDSO/T-5161	4	Galvanized
6.	Tapered Washer(for guard rail)	RDSO/T-5162	4	Galvanized
7.	Bolt and Nut for Guard Rail	RDSO/T-5164	4	Galvanized
8.	Tapered Split Pin	Suitable	8	Galvanized
9.	8mm thick Plain Washer 45mm dia with 27mm dia hole at the centre	Suitable	2	Galvanized
10.	Hook Bolts (22mm dia X325mm) with Nut, Tapered Split Pin & Single Coil Spring Washer	RDSO/B-1636/1/R2	2	Galvanized

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