

WEST CENTRAL RAILWAY**Purchase order**

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

No. WCRTTP2012259/ERC-III/ 506

Dt.04.02.2014

M/s MAK ENG IND Limited
1/1, Camac Street, 3rd Floor,
Kolkata, West Bengal , India - 700016

Email : arindam_tokedar@yahoo.co.in Phone No : 03322298828

Fax No : 03322297223

Dear Sir,

Sub: -Tender no. WCRTTP2012259 dated 14.12.2012, opened on 31.01.2013 for manufacture and supply of Elastic Rail Clip MK-III RDSO Drg.No. T-3701 as per IRS specification No-T-31-92 with latest amendment upto date of opening of tender

Ref: - (i) Your offer received through E- tender (IREPS website) on date 29.01.2013.
(ii) This Office AAL no. WCRTTP2012259/ERC-III dt.03.06.13.

For and on behalf of the President of India, the Principal Chief Engineer, West Central Railway is pleased to award you 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:-

- Full description of Stores** Tender for Manufacture and supply of Elastic Rail Clip MK-III RDSO Drg.No. T-3701 as per IRS specification No-T-31-92 with latest amendment upto date of opening of tender
- Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Consignee SSE/P.Way/ Stores..	Offer quantity (Nos.)	Basic Rate (₹/Nos.)	ED* Extra	CST/ VAT* Extra	Freight (₹/Nos.)	All Inclusive Rate (₹/No.)	Total Cost (₹)
1	2	3	4	5	6	7	8	9
Elastic Rail Clip MK-III to RDSO Drg. No. T-3701	BPL	417566	49.80	12.36%	4%	2.50	60.69	2,53,42,080.54
	KTT	885255	49.80	12.36%	4%	2.25	60.44	5,35,04,812.20
Total cost ₹7,88,46,892.74 only								
(Rs.Seven Crore Eighty Eight lakh Forty Six thousand Eight hundred Ninety two and Seventy four paisa only)								

****ED, 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** Manufacture and supply of Elastic Rail Clip MK-III RDSO Drg.No. T-3701 as per irs specification No-T-31-92 with latest amendment upto date of opening of tender
6. **Terms of Delivery** FOT/FOR destination. The material will be delivered by road up to the depot of consignee.
7. **Delivery Period** Full ordered qty. to be supplied with the period of 250 days (i.e. 12.10.2014) from the date of receipt of P.O.
Pre-delivery will be permitted.
8. **Inspection** The inspection shall be done by **Consignee** at manufacturer's works before dispatch, as per the latest RDSO Drawings and IRS Specifications with latest alterations; the firm has to arrange all facilities for inspection at their works.
9. **Taxes**
 - (i) Excise duty: - 12.36% extra
 - (ii) Sales Tax: - 4% extra.
 - (iii) 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.
10. **Payment** Full 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.
11. **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.
12. **Price Variation Clause** Applicable as per formula enclosed in annexure – H
13. **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.
14. **Guarantee**
 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.
 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.

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 which ever is earlier, except in respect of defects notified to the Contractor prior to the expiry of such date.
 4. All replacements that the Purchaser shall call upon the Contractor to deliver, this guarantee shall be delivered by the Contractor promptly and satisfactorily.
 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.
 6. The decision of the Purchaser in regard to Contractor's liability under this guarantee shall be final and conclusive.
15. **EMD** The firm is on RDSO's approved list Manufacture and Supply of Elastic Rail Clip RDSO Drg. No. T-3701, hence exempted from remitting EMD as per clause No. 2.1.2 (A) (iii) 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", you are requested to submit the Security deposit (SD)/ Performance Guarantee in the form of Demand Draft, FDR deposit or BG in favour of FA & CAO, West Central Railway Jabalpur for Rs. 10,00,000/- (**₹ Ten lakh 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.
Firm has submitted BG No-BG-MISC-61-13 dt.10.09.13 of Rs.10,00,000/- issued from Canara Bank, Park Street, Kolkata. Validity is up to 09.09.14.
 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 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 special condition No.10 "The Principle Chief Engineer West Central Railway reserves the right to enhance or reduce the contracted quantity up to 30% at the acceptance rate, terms and conditions of the order at the sole discretion. The discretion of the Principle Chief Engineer West Central Railway in this regard can be exercised any time before the expiry of D. P. /extended D. P. If quantity is increased by or up to 30% suitable extension in Delivery period will be granted by the purchaser."
 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 **Allocation**

Chargeable Head mentioned in Indent

S.N	Indent No. & Date	Consignee	Allocation	Qty.in Nos.	Fund Availability for 13-14	PB/LB
3	54410341 dt.25.07.09 (CP-14)	BPL	21314104	417566*	Av)	241,242,244,279 ,280, 380/13-14
**out of 556754 Nos. of quantity 417566 Nos quantity taken in this PO. #Out of total indented quantity of 1331570 nos. 336248 nos. has already been considered in T-175RC, 556754 has been considered in the instant tender and balance quantity is kept for operation of +30% option clause in Pos finalised in T-175RC.						
4	44283022 dt.13.07.10 (CP-32)	KTT	Q31-41	33864	Av	392/13-14
5	44283028dt.13.07.10 (CP-33)	KTT	Q31-41	70384	Av	284/13-14
6	44283032dt.13.07.10 (CP-34)	KTT	Q31-41	18604	Av	390/13-14
7	44283038dt.13.07.10 (CP-35)	KTT	Q31-41	37184	Av	285/13-14
8	44283050dt.08.03.10 (CP-36)	KTT	Q31-41	193261@	Av	245/13-14
@Out of total indented quantity of 204180 nos. 10919 nos. has already been considered in T-202, and balance quantity 193261 has been considered in the instant tender.						
9	44283048dt.23.10.10 (CP-37)	KTT	Q31-41	26560	Av	391/13-14
10	44283065dt.18.02.11 (CP-38)	KTT	Q31-41	54175	Av	361/13-14
11	44283017 dt.18.06.11 (CP-39)	KTT	04-221-28	13280	Av	Rev
These quantity will be supplied during last month of DP. Therefore payment will be made during 2014-2015.						
12	44283050 dt.28.07.12 (CP-51)	KTT	Q 31-40	104030	Av	350/13-14
13	KTT-RJA/3Crossing/stn.49840917 dt.04.05.09 (CP-27)	KTT (C)	P-164105	52500	Av	28/13-14
14	RMA-JLW/S/49841027 dt.27.02.10 (CP-24)	KTT (C)	P-114105	230000	Av	2/13-14
15	MTPC/D/49842011/11 dt.01.04.11 (CP-581)	KTT (C)	Deposit work	20000#	Av	
#Out of total indented quantity of 58000 nos. 20000 nos has been considered in the instant tender.						
16	JLW/Deposit/49842011/11 dt.19.05.11 (CP-41A)	KTT (C)	Deposit work	16700	Av(CP-40)	Deposit
17	KTT/RRI/49841015 dt.04.11.10 (CP-49)	KTT (C)	20164205	17988	Av(CP-49)	38/13-14

25	Special Condition quoted by firm	Railway's remark
	Please note that if the testing during pre-dispatch inspection by Railway proves satisfactory then the ordered goods so destroyed/expended during testing will be deemed to have been taken delivery by the purchaser as be paid for as such. 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 expended/destroyed in testing.	Accepted.

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)

(K.K.Pali)
Dy. CE (TP)
For and on behalf of President of India

Annexure- H

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

PRICE VARIATION

PRICE VARIATION CLAUSE

The following formula for PVC will be applicable.

$$\text{A. Price Variation per ERC on Steel: } = \frac{S_1 - S_0}{1000}$$

S_1 = Stock yard price inclusive of ED (inclusive of educational cess) but excluding ST of round 20.64 mm grade 55 Si7 of RINL ex. (as quoted by firm*) at the time 10 days prior to call for inspection of ERCs (Finished goods).

S_0 = Stock yard price of round 20.64 mm grade 55 Si7 of RINL ex. (as quoted by firm*) inclusive of ED (inclusive of educational cess) but excluding ST on the date of closing of the tender.

* For PVC tenderers are advised to mention stock yard price inclusive of ED (inclusive of educational cess) but excluding ST of RINL of round 20.64 mm grade 55Si7 They are further advised to mention location of RINL regional unit and month for which price of RINL are quoted. In the absence of above, it will be considered that firm has quoted their rate based upon rates of nearest regional centre and month in which tender has been opened. The nearest regional centre will be that in which firm's work premises fall. The location of regional centre of RINL are as under-
1.North region –Ludhiana, 2. Western region- Mumbai, 3.Eastern region- Kolkata, 4.Southern region- Chennai and 5.Andhra region- Vishakhapatnam.

$$\text{B. Price variation on Fuel and labour: } P_1 = \frac{P_0}{100} (75 + 8 \times \frac{F_1}{F_0} + 17 \frac{L_1}{L_0}) - P_0$$

Where:

P_0 = Basic unit rate as accepted.

P_1 = Escalated / de-escalated prices on account of labour and fuel.

L_1 = All India Consumer Price Index for "Industrial Workers" during the month of call for inspection. (as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic.in>).

L_0 = All India Consumer Price Index for "Industrial Workers" during the month of closing of Tender. (as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic.in>).

F_1 = Wholesale price index for "Fuel and Power" as per series 2004-05 published by the Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month of call for inspection.

Fo = Wholesale price index for "Fuel and Power" (as per series 2004-05 published by the Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month of closing of tender.

C -Total Price variation = Price variation on steel + Price variation on Labour and Fuel.

ED, educational cess on ED and CST/VAT as applicable on the total price variation will be on purchaser's account (will be paid extra in case of escalation and deducted from the supplier in case of de-escalation).

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

MODVAT condition will be as per Tender Document and MODVAT benefits at the raw material rate of **RINL on date of opening** including ED will be retained by the supplier and any increase/decrease will be on Railway's account.

VAT: (This is in addition to the VAT/ CENVAT Clause 5.2 of additional conditions of contract at Annex. G)

VAT condition will be as per Tender Document and VAT benefits at the existing raw material rate of **RINL on date of opening** including ED will be retained by the supplier and any increase/decrease will be on Railway's account.

(K.K.Pali)
Dy. CE (TP)
For and on behalf of President of India