

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

Dt 14.08.2014

No. WC RTP2013282/ Screw Clamps/533

**M/s. Premier Sales Agencies, Kolkata
10 Clive Row 4th floor, R no. 2A,
Rampur Chambers, Kolkata,
West Bengal-700001**

Phone No 033-22428840

Fax No – 033-22428840

Cell No. – 09830026556

Dear Sir,

Sub: - Tender No. WC RTP2013282 dated 14.02.13 opened on 25.03.13 for manufacture and supply of MS Screw Clamps for fish plate as per RDSO Drg no. T- 5856 up to opening of tender.

Ref: - (i) Your acceptance letter no. PSA/WCR/191/13-14 date 05.07.2013
(ii) This office amendment letter WC RTP2013282/ Screw Clamps dated 26.05.2014

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 Stores	Tender No. WC RTP2013282 dated 14.02.13 for manufacture and supply of MS Screw Clamps for fish plate as per RDSO Drg no. T-5856 up to opening of tender.
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2. **Quantity, Consignee, Rate & Total cost as shown below:**

S N	Item	Consignee- (SSE P. way Depot) Store	Offer quantity (Nos.)	Basic Rate (₹/Nos.)	ED * Extra	CST/V AT* Extra	Freight (₹/Nos.)	All Inclusive Rate (₹/Nos.)	Total Cost (₹)
	1	2	3	4	5	6	7	8	9
1	MS Screw Clamps for fish plate as per RDSO Drg No. T- 5856	BPL	2400	810.00	Nil	5%	28.00	878.50	2108400.00
2		JBP	1000	810.00	Nil	5%	37.00	887.50	887500.00
3		KTT	6823	810.00	Nil	5%	28.00	878.50	5994005.50
Total cost ₹ 89,89,905.50 only									
(₹ Eighty nine lakh eighty nine thousand nine hundred five and paise fifty only)									

Out of 308 nos. against Indent No. 044283025 dated 13.07.2014, 80 nos. and out of 208 nos. against Indent No. 044283024 dated 28.09.2008, 45 nos. may be supplied in current financial year i.e. 2014-15 and balance 228 nos. of Indent No. 044283025 dated 13.07.2014 and 163 nos. of Indent No. 044283024 dated 28.09.2008 may be supplied in next financial year i.e. 2015-16.

- 3. Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
- 4. Bill Paying Officer** FA & CAO WCR, JBP.
- 5. Name of Work** Tender No. WCRT2013282 dated 14.02.13 for manufacture and supply of MS Screw Clamps for fish plate as per RDSO Drg no. T- 5856 up to 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 10 months after issue of P.O. Predelivery will be permitted.
Full quantity (100%) in 0-10 months i e up to 13.06.2015
- 8. Inspection** During pre-inspection by consignee (Rly's representative), firm will facilitate for all testing as per drawing and specification at his own lab or through Govt. approved lab.
- 9. Taxes**
(i) Excise duty: Nil
(ii) Sales Tax /VAT: - 5% 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** 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.
- 11. 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.
- 12. Price Variation Clause** PVC will be applicable as per clause No. 8 of additional special condition 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. EMD** The firm is on RDSO's approved list manufacture and supply of MS Screw Clamps for fish plate as per RDSO Drg no. T- 5856. Hence exempted from remitting EMD as per clause No. 2.1.2 (A) (iii) of additional special condition of the contract..
- 15. Security Deposit for safety items** You have submitted FDR No. 009000 dated 06.08.2013 for valuing Rs. 9,34,900/- (₹ Nine lakhs thirty four thousand nine hundred only) issued from Punjab National Bank, Branch Kolkata BRBB Road with validity up to 06.11.2014 towards security deposit/performance Guarantee. As per clause no. 2.2.3 & 2.2.4. of "Additional special condition of contract for manufacturing and supply" the security deposit/performance guarantee shall be valid for a minimum period 60 days beyond the date of completion of all contractual obligation of store.
- 16. Octroi** Necessary Octroi exemption certificate will be issued however if any "Octroi charges are leviable that will be payable by the supplier.

- 17. 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).
- 18 IRS Condition of Contract** The firm has submitted tender documents duly signed and hence accepted IRS condition of contract up to date.
- 19 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 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 document 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.	Indents No.	Date	Indent Qty. (in nos.)	Allocation	P.B./Law Book item No. of 2014-15
1	2	3	4	5	6
JBP					
1	M S No. 10	21.03.12	1000	04221028	Rev.
BPL					
1	54410486	04.05.12	2400	21314204	P B-207/14-15
KTT					
1	44283050	23.10.10	1104	Q-31-41	P B 418/14-15
2	44283035	13.07.10	260	Q-31-40	P B 417/14-15
3	44283039	13.07.10	60	Q-31-40	P B 297/14-15
4	44283029	13.07.10	124	Q-31-40	P B 296/14-15
5	44283025	13.07.10	308	Q-31-41	P B 419/14-15
6	044283024	28.09.08	208	Q-3140	P B 236/14-15
7	44283061	23.10.08	856	Q-31-40	L B 374/13-14
8	44283062	23.10.08	1712	Q-31-40	L B 374/13-14
9	044283113	01.12.08	2000	04-22-1-28	Rev.
10	44283146	30.04.12	191	04-211-28	Rev.
Total			6823		

25	Special condition quoted by firm & Railways remarks are as under;	
SN	Conditions Quoted by the Tenderer	Railway Remarks
1	Delivery period and delivery schedule 0-10 month.	Accepted
2	Inspection consignee only and not RITES.	Accepted
3	Offer validity 90 days. However, in negotiation offer they accepted Railway's condition of validity i.e. 180 days i. e 22.09.2013.	Noted

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.

DA: - Annexure H

Yours faithfully

(K. K Pali)

Dy. CE (TP)

For and on behalf of President of India

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

PRICE VARIATION

TENDER NO. WCRTP2013282 dated 14.02.13

PVC will be applicable as per tender document. PVC formula is

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

P0 = contract unit rate as accepted.

P1 = Escalated/De-escalated Price.

C1 = Index number for wholesale Price Index for Iron & Semis as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

C0 = Wholesale Price Index for Iron & Semis as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month in which tender was opened.

F1 = Wholesale Price Index of Fuel & Power as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

F0 = Wholesale Price Index of Fuel & Power as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month in which tender was opened.

L1 = The All India Consumer Price Index Industrial Workers as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic> for the month just preceding the month of inspection.

L0 = The all India Consumer Price Index Industrial Workers as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic> for the month in which tender was opened.

Ma = Variation in MODVAT to be passed on to purchaser.

MODVAT formula is

$Ma = 55/100 P0 (C1/C0 \times E1/100 - E0/100).$

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

E0 = Percentage excise duty rate as prevalent at the time of opening of Tender.

(K. K Pali)

Dy. CE (TP)

For and on behalf of President of India