

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

No.WCRTP2013291/ CMS X-ing1:12,60Kg/549

Dt.16.12.2014

M/s Voestalpine VAE VKN India PVT.LTD
24/5 Sri Ram Road,
Civil Lines,
Delhi-110054

Email : legal@vaevkn.com **Cell No :** 09996638265

Phone No : 01123965651, 01123832173, **Fax No :** 01123965653

Dear Sirs,

Sub: Tender no. WCRTP2013291 dt.02.09.13 opened on 24.10.13 for manufacture and supply of CMS X-ing-1:12,60Kg. RDSO Drg No. T-4220 (with latest alterations) complete with fittings on PSC T/out and as per IRS specification (T-29-2000) with latest alteration upto date of opening of tender.

Ref: - (i) Your offer received through E- tender (IREPS website) on date 24.10.13.

(ii) This office counter offer no.WCRTP2013291/CMS Xing1:12,60Kg dt.23.05.14.

(iii) Firm's acceptance letter No.voestalpine VAE-VKN/WCR/CMS/2014-15/079
dt.26.05.14

For and on behalf of the President of India, the Principal Chief Engineer, West Central Railway is pleased to issue you Purchase order 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**

CMS X-ing 1: 12, (60 Kg) on PSC sleepers to Drg. No. RDSO/T-4220 with latest alteration and as per IRS specification T-29-2000 with latest alteration up to date of opening of tender complete with fittings as listed in drawing excluding Fish Plates, Fish Bolts, GR Pads, Metal/GFN Liners, ERCs and Check Rail.

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

Item	Consignee SSE/ P.way /Store/...	Offered Quantity (Sets.)	Basic Rate (₹)	*ED Extra @	*CST/ VAT Extra @	Freight Extra (₹)	**All inclusive unit rate (₹).	Total Cost (₹)
1	2	3	4	5	6	7	8	9
CMS X-ing- 1:12,60Kg. RDSO Drg No. T-4220 (with latest Alt.)	JBP	19	145000.00	12.36%	5%	1626.00	172694.10	3281187.90
	BPL	58	145000.00	12.36%	5%	2083.00	173151.10	10042763.80
	KTT	40	145000.00	12.36%	5%	2200.00	173268.10	6930724.00
Total:-								20254675.70
Total cost Rs. 2,02,54,675.70 (Rs. Two Crore Two Lakhs Fifty Four thousand Six hundred seventy five and Seventy Paise only)								

*ED and 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** **Tender for manufacture and supply of CMS X-ing-1:12,60Kg. RDSO Drg No. T-4220 (with latest Alt.)**
6. **Terms of Delivery** FOR destination. The material will be delivered by road up to the depot of consignee.
7. **Delivery Period** Full ordered qty. to be supplied within the period of 12 months after issue of P.O.
1st 50% quantity in 07 month i e up to 15.07.2015.
2nd 50% quantity in next 05 month i e up to 15.12.2015.
Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
8. **Inspection** The inspection shall be done by RDSO 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: - Extra @12.36%
(ii) Sales Tax: - Extra @ 5.0%
(iii) Freight: - 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** No advance/part payment will be made on proof of dispatch in case of delivery by road. However full payment for a particular quantity/lot 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. **EMD** The firm is RDSO approved, hence exempted from remitting EMD as per clause No. 2.1.2 of additional special condition.
15. **Security Deposit for safety items** 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 of amount ₹10,00,000/- in the form of Demand draft, FDR deposit or BG in favour of FA&CAO/WCR/JBP, is to be deposited within 14 days from the receipt of Advance Acceptance letter for issuing vetted P. O. Security deposit will remain valid for a minimum period of 60 days beyond the date

of completion of all contractual obligations of suppliers.

Firm has submitted BG No-0013BG00005715 dt.08.07.14 of Rs.10,00,000/- issued from ICICI Bank,Delhi. Validity is up to 30.06.15.

16. **Octroi** In case of road delivery, necessary exemption certificate to this effect shall be issued on demand. However, if the same is not recognized/honored by the Local State Govt./Municipal octroi Authority at supply receiving destination, the Octroi charges 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 through IREPS duly digital signed and hence accepted IRS condition of contract up to date.
19. **Option to vary the ordered quantity** As mentioned in Additional special condition of contract No.10.
20. **Force Majeure Clause** Railway's Standard Force Majeure Clause, as per tender schedule shall be Applicable.
21. **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.
22. **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.
23. **Guarantee**
- 23.1 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
- 23.2 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.
- 23.3 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.
- 23.4 All replacements that the Purchaser shall call upon the Contractor to deliver this guarantee shall be delivered by the Contractor promptly and satisfactorily.

- 23.5 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.
- 23.6 The decision of the Purchaser in regard to Contractor's liability under this guarantee shall be final and conclusive.

24 **Special Conditions** Firm has withdrawn their quoted special conditions

24. Allocation :- Chargeable Head mentioned in Indent

S. N	Indents No.	Consignee	Allocation	Indent Quantity (Set)	Fund Availability for 2014-15	CP in original file	PB/LB item
1	Material Sch. No. 01 dt. 01.04.11 (CP-04)	JBP	21314104/21314204 /21314304	19	Av (CP-441)	151/11-12	371,372,368,379/14-15
*Out of 49 sets of indented quantity 19 sets is taken in this tender.							
2	54410548 dt.15.10.12 (CP-13)	BPL	DRF-21314204	58	Av (CP-436)	476/12-13	208/14-15
**Out of 126 sets of indented quantity 58 sets is taken in this tender.							
3	44283061 dt.18.02.11 (CP-17)	KTT	Q31-40	30***	Av (CP-433)	148/11-12	381/14-15
***Out of 92 sets of indented quantity 30 sets is taken in this tender.							
4	44283069 dt.18.09.12 (CP-18)	KTT	Deposit work	10	Av (CP-434)	444/12-13	Deposit Work

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&P

Yours faithfully

(K.K.Pali)

Dy. CE (TP)

For and on behalf of President of India

PRICE VARIATION CLAUSE

(i) The increase/ decrease in the price of items quoted for material and wage escalation would be governed by the following formula :-

$$P1 = P0/100 (10 + 40 \times S1/S0 + 50 \times L1/L0) - Ma$$

Where,

PI = Escalated/de-escalated price.

P0 = Accepted Basic Rate

S1 = The Index No. of wholesale price in respect of items “Iron and Semis” and “Ferro Alloys” Compiled by Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the calendar month three months prior to the call for inspection of the material. For instance, the material offered for inspection Jan11, the index No. of Oct 10 will be applicable.
S0 = The above wholesale price index for “Iron and Semis” and Ferro alloys” as per Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the month in which tender was opened.

L1 = The All India consumer price Index for industrial workers compiled by Labour bureau. Ministry of Labour web site <http://labourbureau.nic.in> for the calendar month three months prior to the call for inspection of the material. For instance the material offered for inspection in Jan11, the index No. of Oct 10 will be applicable.

L0 = The All India consumer price Index for industrial workers compiled by Labour bureau. Ministry of Labour web site <http://labourbureau.nic.in> for the month in which tender was opened.

The component of “Iron and Semis” and “Ferro Alloys” for working out the composite index is as follows:

Iron & Semis 0.919

Ferro alloys 0.081

Ma = Variation in MODVAT to be passed on to purchaser (as per MODVAT formula).

(ii) In case of P1 is greater than P0. the difference P1 minus P0 shall constitute the amount due to the contractor towards escalation on cost of wage and material. Otherwise the difference P0 minus P1 shall constitute the amount to be recovered from the contractor as de-escalation.

(iii) If the deliveries are not made according to the Schedule and are delayed owing to any circumstances whatsoever and escalation in wage and material take place, such increase will not be admitted unless specifically agreed to at the time of granting extension in the delivery schedule.

(iv) The decision of the President of India in regard to wage and material escalation under this clause shall be final and not be subject matter of legal dispute or arbitration.

(B) MODVAT: (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/CENVAT credits available to the firm on the date of opening of tender. All MODVAT/CENVAT credits available on inputs on the date of opening of tender will be fully retained by the supplier, in addition to the contract

rates. Any variation in MODVAT/CENVAT after opening of tender and during the currency of the contract will be to the purchasers account. Till such time as the admissibility of the 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 –

$$Ma = 40 \times (PO/100) \{(S1/S0) \times (E1/100) - (E0/100)\}$$

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 = Accepted Basic Rate.

S1 = The Index No. of wholesale price in respect of items “Iron and Semis” and “Ferro Alloys” Compiled by Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the calendar month three months prior to the call for inspection of the material. For instance, the material offered for inspection Jan11, the index No. of Oct 10 will be applicable.

SO = The above wholesale price index for “Iron and Semis” and Ferro alloys” as per Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the month in which tender was opened.

E1= Percentage Excise Duty rate as prevalent during the month just three the months prior to the call of inspection.

E0= Percentage Excise Duty rate at the time of opening of tender.

(ii) 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 in force on the date of supply after we submitted our quotations and submitted the present bill”.

In the event of MODVAT/CENVAT credit being extended by the Government of India to more items that already covered, the contractor should advise the purchaser about the additional benefits accrued, through a letter containing the 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 reduction ofper 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.”

Yours faithfully

(K.K.Pali)

Dy. CE (TP)

For and on behalf of President of India

List of fittings for 1-12, 60Kg CMS X-ing

S.N	Description of material	Part No.	Qty (Set/Nos.)
1	Bolts with Nuts 25x190	T-11514	8 Nos.
2	Bolts with Nuts 25x260	T-11521	1 No.
3	Bolts with Nuts 25x290	T-11524	1 No.
4	Bolts with Nuts 25x300	T-11525	1 Nos.
5	Bolts with Nuts 25x320	T-11527	1 Nos.
6	Bolts with Nuts 25x330	T-11528	1 Nos.
7	Bolts with Nuts 25x340	T-11529	2 Nos.
8	Bolts with Nuts 25x360	T-11531	2 Nos.
9	Bolts with Nuts 25x370	T-11532	1 Nos.
10	Bolts with Nuts 25x380	T-11533	1 Nos.
11	Bolts with Nuts 25x400	T-11535	1 Nos.
12	Bolts with Nuts 25x410	T-11536	1 Nos.
13	Packing Pieces	T-026(M)	24 Nos.
14	M.S. Tapper Washer	RT-3930	24 Nos.
15	Single Coil Spring Washer	T-10773	28 Nos
16	Check Rail Block	RT-2592	8 Nos.
17	C.I. Distance block	RT-4121	1 Nos.
18	C.I. Distance block	RT-2716	1 Nos.

Note :- In case of dispute list mention, RDSO drawing will be final.

Yours faithfully

(K.K.Pali)

Dy. CE (TP)

For and on behalf of President of India