

WEST CENTRAL RAILWAY

Purchase Order

BY SPEED POST
HEAD QUARTER OFFICE
ENGG. BRANCH, 2nd FLOOR,
NEAR INDIRA MARKET,
JABALPUR

No.WCRTP2014298/PCRSB/554

Dated-30.04.15

M/s Donypolo Udyog Ltd.,
281, Deepali Pitam Pura,
New Delhi 110-034
Fax-011-27033830
Ph. No.011-27033828
Mobile No.9893858302

Dear Sirs,

Sub: Tender No. WCRTP2014298 dated 27.01.14 opened on 14.03.14 for Manufacture and supply of Canted Partly Casted Rail Seat Beam (PCRSB) for BLT-IFS (Ballastless track with Indiginous Fastening system) for Broad Gauge (1673mm) as per RDSO drawing No. T-8304 along with SGCI insert to RDSO drawing No. T-6901 and SGCI Bearing Plate (SGBP) to RDSO drawing No. T-8307 duly loaded into wagon/Road vehicle.

- Ref: (1) Your offer received through E-Tender (IREPS Website) on dt. 14.03.14
(2) Your negotiation quotation No. DPU/0805 dt. 08.05.14
(3) Your Re-negotiation quotation No. DPU/0806 dt. 09.02.15
(4) This office AAL No. WCRTP2014298 dt. 12.02.15

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

Manufacture and supply of Canted Partly Casted Rail Seat Beam (PCRSB) for BLT-IFS (Ballastless track with Indiginous Fastening system) for Broad Gauge (1673mm) as per RDSO drawing No. T-8304 along with SGCI insert to RDSO drawing No. T-6901 and SGCI Bearing Plate (SGBP) to RDSO drawing No. T-8307 duly loaded into wagon/Road vehicle.

2. Rate & Total cost: as shown below.

SN	Description of item	Quantity	Unit	Basic rate (₹/no.)	ED extra at the time of dispatch present rate 12.36%*	CST extra at the time of dispatch present rate 13%*	All inclusive rate (₹/no.)	Value (₹/no.)
1	Canted Partly Casted Rail Seat Beam (PCRSB) for BLT-IFS (T-8304 along with SGCI insert (T-6901 and SGCI Bearing Plate (SGBP) (T-8307)	170	No.	7405.00	915.26	1081.63	9401.89	1598321.30
Total Cost		₹ Fifteen Lakh Ninety Eight Thousand Three Hundred Twenty One and Paise Thirty Only						15,98,321.30

*To be reimbursed based on documentary proof.

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Place of Manufacture** M/s Donyolo Udyog Ltd. Shamgarh West Central Railway
6. **Name of Work** Manufacture and supply of Canted Partly Casted Rail Seat Beam (PCRSB) for BLT-IFS (Ballastless track with Indigenous Fastening system) for Broad Gauge (1673mm) as per RDSO drawing No. T-8304 along with SGCI insert to RDSO drawing No. T-6901 and SGCI Bearing Plate (SGBP) to RDSO drawing No. T-8307 duly loaded into wagon/Road vehicle.
7. **Terms of Delivery** FOR/FOT Works.
8. **Delivery Period** As defined in para 9.1 of Instructions to Tenderers of tender documents.
The quantity on order shall be supplied within the currency of 01 **month** from the date of issue of purchase order. Pre-delivery will be permitted. i. e. **upto 29.05.2015.**
9. **Inspection** Applicable as per Clause No.4 of Additional special condition of contract of tender documents.
10. **Taxes** (i) Excise duty: - Extra as applicable at the time of dispatch present rate (12.36%)
(ii) CST : Extra @ 13%
11. **Payment** Applicable as per Clause No.7 of Additional special condition of contract of tender documents.
12. **New Impost** Any taxes and duties other than Sales Tax/VAT, Excise duty & 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.
13. **Price Variation Clause** Not applicable.
14. **EMD/SD** The firm is on RDSO's/Railway board approved list of manufacturers for PSC sleeper, hence exempted from remitting EMD.
As per clause No. 2.2.1, 2.2.3 & 2.2.4 of additional special condition of contract, you are requested to submit the Security deposit (SD)/ Performance Guarantee in the form of Demand Draft, FDR deposit or BG in favor of FA & CAO, West Central Railway Jabalpur for Rs. **1, 60,000/- (One Lakh Sixty Thousand only)** valid up to 60 days, beyond the date of completion, before issue of PO. **Firm has submitted FDR A/C no. 34718147028 dt. 19.02.15 for Rs. 1, 60,000/-.**
15. **Octroi** Not applicable as per Clause 5.3 of Additional special condition of contract of tender document
16. **IRS Condition of Contract** The firm has submitted tender documents duly signed and hence accepted IRS condition of contract up to date.

17. **Option to vary the ordered quantity** Accepted as per tender documents clause No. 9.0 of additional special condition of contract "The Principal 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 Principal 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"
18. **Force Majeure Clause** Railway's Standard Force Majeure Clause, as per tender schedule shall be Applicable.
19. **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.
20. **Guarantee:** **Guarantee:**
- 1 The contractor guarantees that the PSC Sleepers 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 PSC sleepers shall be free from defects in material and workmanship. The contractor shall be liable to arrange the necessary replacements of the defective sleepers free of any charge only to the extent that such replacements are attributable to or arise from faulty workmanship or material or design in the manufacture of the sleepers. All replacements shall be made free of cost at destination. If the contractor so desires, the replaced sleepers can be taken over by him for disposal as he deems fit, within a period of three months from the date of receipt of the replacement of defective sleepers by the purchaser. At the expiry of this period, no claim in this respect 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 effect its strength, performance or reliability, or to any defect to any part due to misuse, negligence or accident.
 - 4 The guarantee herein contained shall expire in respect of each sleeper on the expiry of 5 years from the date of the delivery or 3 years 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.
 - 5 All replacements that the purchaser shall call upon the contractor to deliver under this guarantee shall be delivered by the contractor within three months from the date of intimation of such rejection of defective sleepers. If the contractor fails to replace the

defective sleepers within the said period, the cost of the said sleepers at the rate stipulated in the contract shall be recovered from the payments due to the contractor.

- 6 Any approval of acceptance by the purchaser of the sleepers or of the materials, incorporated therein shall not in any way limit the contractor's liability hereunder.
- 7 The decision of the purchaser in regard to contractor's liability under this guarantee shall be final and conclusive.

21. Conditions quoted by M/s Donyolo Udyog Ltd., New Dehli CSP at Shamgarh and Railway's remarks thereon are as under:

S. N.	Conditions Quoted by the Tenderer	Railway's remarks
1	Regarding delivery period, which is mentioned in clause 9.1 as 01 month from the date of issue of purchase order, it is submitted that, please refer to notes (ii) (iii) (iv) (v) (vii) of schedule of requirement We have already made 1 no. of mould for these sleepers & have casted the same. So many inspections as mentioned in the notes, will consume much time & it may be possible to obtain all approvals in short time. We can cast these sleepers in 01 month. But extra time will be required for the above formalities & steam curing & inspection. Which may kindly be mentioned in the purchase order	Noted, however Suitable time extension will be considered for steam curing & RDSO inspections as per mandatory codel provisions.

All terms and conditions as per tender document

Material schedule:

S. N.	Indents No. and date	Indent Qty. (in nos)	Allocation	Fund availability
BPL				
1	54410765 dt. 22.01.14 (CP-11) and 54410766 dt. 22.01.14 (CP-10) for SGCI Bearing Plate (340 nos.)	170	Chargeable to RVNL	Cheque No. 251754 dt. 11.03.2015 of Rs. 18,000, 00/-submitted by RVNL and same has been submitted to FA & CAO office for encashment (CP-198)
	Total	170		

The contract shall be governed by Indian Railway Standard Conditions of contract (latest revision) with amendments, instruction to tenderer, 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.

(Ramdas)
SEN-I (TP)
For and on behalf of President of India