

WEST CENTRAL RAILWAY

PURCHASE ORDER

By Speed Post

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

No. WCR/TP/2013294/Thermit portions/567

Dt. 13.07.2015

**Harshad Thermic Industries Pvt. Ltd. UNIT II-Raipur,
Behind Forest Office,
Near Rani Sati Mandir, G.E.Road, Raipur,
Chhattisgarh-492001
FAX No. 07714247777**

Dear Sirs,

Sub: Tender no. WCRTP2013294 dated 26.11.2013, opened on 16.01.2014 for manufacture and supply of 52 Kg. (90 UTS) & 60 KG. (90 UTS) Rails 25mm gap Thermit welding portions with improved technology namely, compressed air-Petrol or LPG alongwith use of 3 piece mould and other accessories as per IRS Specification No. T-19-2012 upto corrigendum number no.1 of April 2013 with latest amendment if any.

**Ref: (i) This Office AAL letter No. WCR/TP/2013294/Thermit portions dated 29.04.2015
(ii) Amendment No.1 to AAL dated 22.05.2015
(iii) Amendment No.2 to AAL dated 29.05.2015
(ii) Your letter No. HTPL-U-2/714/2015/94 dated 12.06.2015**

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:-

- Full description of Stores** **Manufacture and supply of 52 Kg. (90 UTS) & 60 KG. (90 UTS) Rails 25mm gap Thermit welding portions with improved technology namely, compressed air-Petrol or LPG alongwith use of 3 piece mould and other accessories as per IRS Specification No. T-19-2012 upto corrigendum number no.1 of April 2013 with latest amendment if any.**

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

S. No.	Item	Consignee SSE/P.way /Store	Quantity Offered (nos)	Basic Rate (₹/nos.)	*ED Extra @	*CST/VAT Extra@	Other charges (₹/nos.)	Freight Extra (₹/nos.)	All Inclusive Rate (₹/nos.)	Total Cost (₹/nos.)
1	2	3	4	5	6	7	8	9	10	11
1	Manufacture and Supply of 52 Kg. (90 UTS) Rails 25mm gap Thermit welding portions	JBP	4000	2327.42	12.36%	5%	Consumable-147.58	94.00	2987.42	1,19,49,680.00
		BPL	3267	2327.42	12.36%	5%	Consumable-147.58	94.00	2987.42	97,59,901.14
		KTT	3723	2327.42	12.36%	5%	Consumable-147.58	94.00	2987.42	1,11,22,164.66

S. No.	Item	Consignee SSE/ P.way /Store	Quantity Offered (nos)	Basic Rate (₹/nos.)	*ED Extra @	*CST/ VAT Extra@	Other charges (₹/nos.)	Freight Extra (₹/nos.)	All Inclusive Rate (₹/nos.)	Total Cost (₹/nos.)
2	Manufacture and Supply of 60 Kg. (90 UTS) Rails 25mm gap Thermit welding portions	JBP	2000	2398.85	12.36%	5%	Consumable-147.58	94.00	3071.70	61,43,400.00
		BPL	4517	2398.85	12.36%	5%	Consumable-147.58	94.00	3071.70	1,38,74,868.90
		KTT	2718	2398.85	12.36%	5%	Consumable-147.58	94.00	3071.70	83,48,880.60
Total cost ₹6,11,98,895.30 only										
(₹ Six Crore Eleven Lakh Ninety Eight Thousand Eight Hundred Ninety Five & Paise Thirty only)										

*ED, CST/VAT will be paid on submission of documentary evidence.

NOTE:- All thermit welding portions to be supplied CAP, 3 piece with Auto Tapping Thimble.

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 52 Kg. (90 UTS) & 60 KG. (90 UTS) Rails 25mm gap Thermit welding portions with improved technology namely, compressed air-Petrol or LPG alongwith use of 3 piece mould and other accessories as per IRS Specification No. T-19-2012 upto corrigendum number no.1 of April 2013 with latest amendment if any.
6. **Terms of Delivery** FOR/FOT 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 10 months after issue of P.O. Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
1st 50% quantity in 05 month i e up to 12.12.2015
Last 50% quantity in next 05 month i e up to 12.05.2016
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: - 12.36% Extra
(ii) Sales Tax: - 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/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 on RDSO's approved list of manufacturers for 52 Kg. (90 UTS) & 60 KG. (90 UTS) Rails 25mm gap Thermit welding portions, hence exempted from remitting EMD as per clause No. 2.1.2(A) (iii) of additional special condition.
 15. **Security Deposit for safety items** You have submitted Bank Guarantee No. 0510IGPER05415 dated 08.06.2015 for Rs.10,00,000/- valid upto 21.05.2016 issued by Bank of Baroda (Main Branch) Raipur towards security deposit/performance Guarantee.
As per clause no. 2.2.1, 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 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 special condition 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. **List of Consumable accessories** List of Consumable accessories for 52 Kg & 60 Kg. (90 UTS) rails Thermit welding portions is given in Annexure-M.
 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 which ever 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.

Clause no.	Special condition	Railway's remarks
1	2	3
25	Special condition quoted by firm & Railways remarks are as under-	
Annexure-H	Price Variation Clause- We are quoting our rates based on the price of IC-20 CG Aluminium Ingot manufactured by M/s National Aluminium Co. Ltd., which is ₹ 1,58,596.14 per M.T. inclusive of Excise Duty.	Accepted as per additional special conditions given in <i>Annexure-H</i> of the tender document for calculations of PVC. The rate ₹ 1,58,596.14 per M.T. is of Jan.'14 (month of tender opening date).
3	RDSO INSPECTION- We will start the manufacturing of Thermit Portions etc. within 15 days :- 1. After receipt of Acceptance letter complete in all respect as per our offer and. 2. On receipt of 2 meter rail pieces for every 1000 Nos. of portions. We will submit the Thermit portions to the Chief Inspector Met, RDSO, during his visit to our works for metallurgical inspection. The Thermit portions will be dispatched after approval of the same by the representative of RDSO.	Accepted. Accepted, since this is as per IRS Specification No. T-19-2012.
4	NEW TAXES- If any new taxes/levies whenever imposed by the State/Central Govt. after opening of tender or during the currency of the contract, the same will be borne by the Railway.	Accepted, subject to submission of the documentary evidence.
5	EXICE DUTY- Excise Duty: At present the rate of Excise Duty is 12 plus cess @ 3 on E.D. on Thermit portion which has been included in our rates offered. In case of increase/decrease the Excise Duty by 1 the rate of Thermit Portion will be increased/decreased by ₹20/- Rs. Twenty only.	Condition withdrawn vide negotiation offer letter No. HTIPL-U-2/714/2014/ dated 18.07.2014
6	ROAD PERMIT- If any Road permit required may please provided by railway to us before dispatching of the material.	Accepted, Railway will try to provide road permit subject to the work is not stopped / delayed on this account.
7	WEIGHT AND QUALITY- We will dispatch Thermit Portions duly approved by RDSO in respect of quality and weight.	Noted subject to conforming to IRS Specification No. T-19-

25	Special condition quoted by firm & Railways remarks are as under-	
Clause no.	Special condition	Railway's remarks
1	2	3
		2012 up to Corri. no. 1 of April 2013 with latest amendment, if any.
8	MODE OF DESPATCH-The material will be dispatched by Road.	Noted.
9	WCT- Apart from the CST, If any Works Contract Tax or any other taxes applicable in the state of Madhya Pradesh/Rajasthan for the supply of Thermit portions etc., the same may please be borne by the Railway.	Not applicable, being a Stores contract.
10	UNLOADING AND STACKING - Unloading and stacking of portions etc. at destination will be done by the Railway.	Accepted.
11	RELEASE OF SD- We will submit Bank Guarantee @ 10 of total contract value towards security deposit valid for a period of 60 days beyond the date of completion of contract i.e. 12 months. The tendered work is only for supply of Thermit portions, therefore, BG may please be released immediately after completion of supply work in all respects.	Condition withdrawn vide letter No. HTIPL-U-2/714/2014/ 406 dated 10.03.14
12	GST- We will submit Bank Guarantee @ 10 of total contract value towards security deposit valid for a period of 60 days beyond the date of completion of contract i.e. 12 months. The tendered work is only for supply of Thermit portions, therefore, BG may please be released immediately after completion of supply work in all respects.	Condition withdrawn vide letter No. HTIPL-U-2/714/2014/ 406 dated 10.03.14

26. Allocation Chargeable Head mentioned in Indent.

S. N.	Indents No.	Date	Indent Qty. (in Nos.)	Allocation	Remarks	P.B. /L.B. item no. of 2015-16
(A) Thermit Portion 52 kg 90 UTS with all consumable accessories						
JBP						
1	MS No. 14	17.06.13	4000	21314104	-	P.B.339 P.B.370 P.B.371 P.B.406
BPL						
1	54410573	11.01.13	3267	21314204	-	P.B.213 P.B.214
KOTA						
1	44283026	03.05.13	1500*	04-211-28	*Out of 1846 nos., 1500 nos. has been considered for this P.O.	Revenue
2	44283159	28.02.14	2223*	Q31-40	*Out of 2488 nos., 2223 nos. has been considered for this P.O.	P.B.374
		Total	3723			

S. N.	Indents No.	Date	Indent Qty. (in Nos.)	Allocation	Remarks	P.B. /L.B. item no. of 2015-16
(B) Thermit Portion 60 kg 90 UTS with all consumable accessories						
JBP						
1	MS No. 19	08.11.13	2000	21314104		P.B.277 P.B.365
BPL						
1	54410573	11.01.13	4517	21314204	-	P.B.213 P.B.214
KOTA						
1	44283025	03.05.13	700*	04-211-28	*Out of 2936 nos., 700 nos. has been considered for this P.O.	Revenue
2	44283149	05.01.14	1600	Q31-40		P.B.380
3	44283065	08.07.13	418	Q31-40		P.B.292
		Total	2718			

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 & M

Yours faithfully

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

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

TENDER NO. WCRTTP2013294 dated 26.11.2013

Price Variation Clause:

The accepted rate will be based on the base price of M/s. National Aluminium Company Limited for Commercial Grade Aluminium ingots including Excise duty prevailing as on the date of closing of tender. For this purpose quantity of aluminium shall be taken as 3.0 Kg/Portion. Any variation in the rate of aluminium form base price will be to the account of the railways. Accordingly the accepted rates of thermit portion shall be increased or decreased by paisa thirty per portion for nay increase or decrease of Rs. 100/- per tonne in the base price of Aluminium ingots. While claiming price escalation the contract shall produce documentary proof in support of his claim. The aluminium rate prevailing on the date of testing recorded in RDSO's test certificate will be considered for affecting increase / decrease on the rates of thermit portions. Necessary certificate for variation in cost shall be produced from National Aluminium Com. Limited. Increase / decrease of less than Rs.100/- per tonne will be ignored for this purpose.

The increase / decrease on the account of above inputs will be advised every quarter by the supplier to the Paying Authority who after due verification of the same shall arrange payment towards Price Variation as found due.

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.

LIST OF CONSUMABLE ACCESSORIES

1. Pre-fabricated 3 piece mould 60 kg./52 kg Quantity @105% of the tendered quantity of Nos. of Portions.
2. Dry luting sand: Quantity @105% bags of the no. of Portions Tendered. (In Nos. containing @2.5 kg each bag).
3. Closing Pins: Quantity @105% of the no. of Portions Tendered.
4. Ignition of Matche: Quantity @ 105% of the no. of Portions Tendered.
5. Asbestos Powder: Quantity @ 105% of the no. of Portions (for each portion @10 gm).
6. Auto Taping Thimble: Quantity @ 105% (In nos.) of the no. of Portions Tendered.
7. Crucible Charge: One No. per one hundred Portions.
8. Mould Shoe: One pair per one hundred portions.
9. Magnesite Powder: 250 gram per portions.
10. Sodium silicate: 25 Gram per portion.