

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

No. WCR/TP/2015315/M. S. Liner, 60 kg/593

Dt. 02.06.2016

**M/s Indiana Track Engineers,
F80, Phase 7, Industrial Area,
Mohali-160055 (Punjab)
FAX No. 01725090843**

Dear Sir,

Sub: - Tender no. WCRT2015315 dated 29.07.2015, opened on 16.09.2015 for manufacture and supply of MS Liner, 60 Kg. Drg. No.T-3740 as per IRS Specification (Provisional-2010) with latest amendment issued up to date of opening of tender.

Ref: - (i) This Office Counter Offer No. WCR/TP/2015315/M. S. Liner, 60 kg dated 03.03.2016

(ii) Your letter No. ITE:16-27 dated 08.03.2016

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 for manufacture and supply of MS Liner, 60 Kg. Drg. No.T-3740 as per IRS Specification (Provisional-2010) with latest amendment issued up to date of opening of tender.
2. **Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Consignee SSE/P.Way /Stores..	Quantity allotted (Nos.)	Basic rate (₹/Nos.)	*ED Extra @	*CST/ VAT Extra @	Freight Extra (₹/Nos.)	All incl. rate (₹/Nos.)	Total cost (₹)
MS Liner, 60 Kg. Drg. No.T-3740	KTT	781589	20.55	12.50%	3.85%	1.50	25.50	1,99,30,519.50
Total Cost	₹ One Crore Ninety Nine Lakh Thirty Thousand Five hundred Nineteen and Paise Fifty only.							1,99,30,519.50

***ED, 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** Manufacture and supply of MS Liner, 60 Kg. Drg. No.T-3740 as per IRS Specification (Provisional-2010) with latest amendment issued up to date of opening of tender.

- 6 **Terms of Delivery** Delivery of materials will be made by Road to the Depot of consignee.
- 7 **Delivery Period** Full ordered qty. to be supplied with the period of 08 months after issue of P.O.
1st 50% quantity in 04 months i.e. up to 01.10.2016
Last 50 % quantity in next 04 months i.e. up to 01.02.2017
Pre-delivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
8. **Inspection** Inspection of finished material will be done by **RITES** as per the extant instructions in vogue as conveyed by Railway at manufacturer's works before dispatch of tendered items as per the latest RDSO Drawings and IRS Specifications with latest alterations.
9. **Taxes**
(i) Excise duty: - 12.5% extra
(ii) Sales Tax: - 3.85% extra.
(iii) Freight: - Extra
(iv) 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.
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| 15. | EMD | The firm is on RDSO's approved list Manufacture and Supply of MS Liner, 60 kg Drg. No.T-3740, hence exempted from remitting EMD as per clause No. 2.1.2 (A) of additional special condition. |
| 16 | Security Deposit for safety items | You have submitted Bank Guarantee No. 5065516BG0000009 dated 11.03.2016 for Rs.10,00,000/- valid upto 12.03.2017 issued by State Bank of Patiala, SME Branch (50655), S.C.F. 34, 35, Industrial Area, Phase-7,SAS Nagar, Mohali-160055 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. |
| 17. | 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 |
| 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** Force Majeure Clause shall be applicable, as clause 11 of special condition of contract of tender document.
- 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.
“RDSO’s inspection & Consequent actions: Supplier being a Firm/Vendor approved by RDSO, shall abide by all the provisions of “General Guidelines for Vendor Development” of RDSO and its latest amendment, corrigendum etc. as published on RDSO’s website under the link “vendor interface”.
- 24 **Allocation** Chargeable Head mentioned in Indent

S. N.	Indents No.	Date	Indent Qty. (in nos.)	Cost	Allocation	Remarks
KTT						
1	44283002	30.06.14	718116	1,89,94,168.20	Q31-41	-
2	44283007	30.06.14	*63473	1,57,82,291.80	Q31-41	*Out of 596684 nos. 63473 nos. has been considered for this P.O.
Total			781589			

- 25 **Special condition** Firm has not quoted any terms and condition.

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)

(Sanjeev Kumar)
DyCE (TP)
For and on behalf of President of India

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

TENDER NO. WCRTP2015315 dated 29.07.2015

(A) Price Variation Clause:

The accepted rate will vary with variation in the monthly price index (Index Nos. of wholesale prices) as published by Reserve Bank of India in its Bulletin for (i) Iron and Semis (ii) Fuel and Power : and (iii) Variation in the All India Consumer Price Index Number for Industrial Workers, in accordance with the following ratio and formula thereof:-

RATIO

i) Iron and Semis	: 55%
ii) Fuel and Power	: 15%
iii) Labour	: 15%

Price Variation Formula:

$$P1 = P0/100 (15+ 55 X C1/C0 + 15 X L1/L0 + 15 X F1/F0) – Ma$$

Where

P0 = Contract unit rate as accepted.

P1 = Escalated/de-escalated rate.

C1 = Index Number of wholesale price index for Iron and Semis as per RBI Bulletin as Prevalent during the month just preceding the month of inspection.

C0 = Wholesale price index for Iron and Semis as per RBI Bulletin as prevalent during the month in which tender was opened.

F1 = Wholesale price index for Fuel and Power as per RBI Bulletin as prevalent during the month just preceding the month of inspection.

F0 = Wholesale price index for `Fuel and Power as per RBI Bulletin as prevalent during the months in which tender was opened.

L1 = “Consumer price Index for Industrial Workers – All India’s during the month just preceding the month of inspection as per RBI Bulletin..

L0 = ‘Consumer price index for Industrial Workers – All India’s as per RBI Bulletin during the month in which tender was opened.

(B) MODVAT FORMULA: (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 credits available to the firm on the date of opening of tender. ALL MODVAT credits available on inputs on the date of opening of tender will be fully retained by the supplier, in addition to the contract rate. Any variation in MODVAT after opening of tender and during the currency of the Contract will be to the Purchasers account. Till such time as the admissibility of 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:

$$Ma = 55/100 \times Po \{ (C1/Co) \times (E1/100) - Eo/100 \}$$

Where

Ma = Variation in MODVAT to be passed on to the purchaser (as per clause no. 5.5 of additional special condition of contract and Annexure-H).

Po = Contract Unit Rate as accepted.

C1 = Index number of Wholesale Price, Index for iron & Semis as per RBI Bulletin as prevalent during the month just preceding the month of inspection.

Co = Index number of Wholesale Price, Index for iron & Semis as per RBI Bulletin as prevalent during the month in which tender was opened.

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

Eo = Percentage excise duty rate prevalent at the time of opening of tender.

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

(ii) In the event of MODVAT credit being extended by the Government of India to more items than already covered the contractor should advise the purchaser about the additional benefits accrued, through a letter containing a 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 a reduction of _____ per 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.”

(Sanjeev Kumar)

DyCE (TP)

For and on behalf of President of India