

WEST CENTRAL RAILWAY

PURCHASE ORDER

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

No. WCRTP2016339RC/ERC-III/639

Dt.-05.06.2017

M/s Adinath Industries Inc
H-1388, DSIDC,
Narela Industrial Complex,
Delhi-110040

Phone No : 09910115245,01142351777 FAX No : 01142351777

Email ID : saurebhkedia@hotmail.com

Dear Sir,

Sub: -Tender no. WCRTP2016339RC dated 13.02.17, opened on 10.03.2017 for manufacture and supply of Elastic Rail Clip MK-III RDSO Drg. No. T-3701 as per IRS specification No-T-31-92 with latest amendment upto date of opening of tender.

Ref: - (i) This office Advance Acceptance letter no. WCRTP2016339RC/ERC-III dtd. 20.04.2017.

(ii) Firm's Acceptance of Advance Acceptance letter no. AN/2017-18/ERC/WCR/04 dtd. 19.05.2017.

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 Elastic Rail Clip MK-III RDSO Drg. No. T-3701 as per IRS specification No-T-31-92 with latest amendment upto date of opening of tender
- 2. Quantity, Consignee, Rate & Total cost: as shown below.**

| Item | Consignee SSE/P. Way /Stores... | Quantity (no.) | Basic rate (RS./nos.) | *ED Extra @ | *CST/ VAT Extra @ | Freight Extra (RS/nos.) | All incl. rate (RS./nos.) | Total cost (RS.) |
|--|--|----------------|-----------------------|-------------|-------------------|-------------------------|---------------------------|-----------------------|
| Elastic Rail Clip MK-III to RDSO Drg. No. T-3701 | BPL | 260000 | 43.90 | 12.50 | 5 | 1.40 | 53.26 | 1,38,47,600.00 |
| | KTT | 1100000 | 43.90 | 12.50 | 5 | 0.90 | 52.76 | 5,80,36,000.00 |
| Total Cost | Rs. Seven crore eighteen lakhs eighty three thousand six hundred only | | | | | | | 7,18,83,600.00 |

*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 Elastic Rail Clip MK-III RDSO Drg.No. T-3701 as per IRS specification No-T-31-92 with latest amendment upto 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 | <p>The ordered quantity shall be supplied within the currency of 12 Months after issue of purchase order. Supply will be made as under:-</p> <p style="padding-left: 40px;">1st 50% quantity in 07months i.e. up to 04.01.2018 Last 50 % quantity in next 05months i.e. up to 04.06.2018</p> <p style="padding-left: 40px;">Pre-delivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.</p> |
| 8. | Inspection | As per clause no. 4 of “Additional special condition of contract. The inspection shall be done by Consignee 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 | <p>(i)<u>Excise duty</u>: - 12.5% extra (ii)<u>Sales Tax</u>: - 5% extra. (iii) Freight:- Extra (iv) <u>Modvat</u>: - 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.</p> |
| 10. | Payment | As per clause no. 7 of “Additional special condition of contract. 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 | As per clause no. 5.4 of “Additional special condition of contract. 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 whichever 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.

15. **EMD** The firm is on RDSO’s approved list Manufacture and Supply of Elastic Rail Clip RDSO Drg. No. T-3701, hence exempted from remitting EMD as per clause No. 2.1.2 (A) of additional special condition.

16 **Security Deposit for safety items** As per clause no. 2.2.1, 2.2.3 & 2.2.4 of “Additional special condition of contract for manufacturing and supply”, The successful tenderer shall have to submit the requisite security deposit (SD) within 30 (Thirty) days from the date of issue of Advance Acceptance letter (AAL) or acceptance of counter offer (as the case may be). Extension of time for submission of SD beyond 30 days and up to 60 days from the date of issue of AAL may be given by a minimum JAG level officer, for which, a penal interest of 15% per annum shall be charged for the delay beyond 30 days, i.e. from 31st day from the date of issue of AAL. In case of successful tenderer fails to submit the requisite SD even after 60 days from the date of issue of AAL, the contract shall be terminated and penalty equivalent to the requisite SD of the contract shall be imposed and the same shall be recovered from the tenderer from its dues from anywhere on IR/PSUs/OTHER Govt. organizations.
you are requested to submit the Security deposit (SD)/ Performance Guarantee in the form of Demand Draft, FDR deposit or BG in favour of FA & CAO, West Central Railway Jabalpur for **Rs. 10,00,000/- (Rs. Ten lakhs only)**. The Security deposit/performance Guarantee shall be valid for a minimum

period of 60 days beyond the date of completion of all contractual obligations of stores.

Firm has submitted BG no. 035917ILPER0009 dtd. 18.05.2017 for Rs. 10,00,000/- issued by United bank Of india, Tansen Marg Branch, New Delhi, validity up to 30.07.2018.

17. **Octroi** As per clause no. 5.3 of “Additional special condition of contract. 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 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 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** Rejection at destination shall be applicable, as clause 17 & 18 of special condition of contract of tender document.
24. **Allocation** Chargeable Head mentioned in Indent

| S N | Indents No. | Allocation | Indent Quantity (Nos.) |
|---|--------------------------|------------|------------------------|
| BPL: | | | |
| 1 | 54410341 dtd. 25.07.09 | 213141 | 260000* |
| *Out of 1331570 nos. of indented quantity 260000 nos. of ERC is taken in this PO. | | | |
| KTT: | | | |
| 2 | 44283009 dtd. 30.06.14 | Q -31- 41 | 824290 |
| 3 | 44283004 dtd. 30.06.2014 | Q -31- 41 | 275710* |
| *Out of 415641 nos. of indented quantity 275710 nos. of ERC is taken in this PO. | | | |

25. **Special condition** Firm quoted condition and their Railway remarks.

| SN | Firm's quoted condition | Railway's Remarks |
|----|-------------------------|-------------------|
|----|-------------------------|-------------------|

| | | |
|---|---|---|
| 1 | Delivery will commence after 1 month of the receipt off the PO and shall be completed in 12 month thereafter in case of non-availability of raw material from RINL in any month during DP then DP must be extended without LD and with PVC. | Accepted, however the firm has to submit documentary evidence in proof of non-availability of raw material from RINL/RDSO approved sources. |
|---|---|---|

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)

(Snjeev Kumar)
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.WCRTP2016339RC dated.13.02.2017

PRICE VARIATION CLAUSE

The accepted rate will vary with variation in the monthly price indices in accordance with following price variation formula:

$$\text{Price variation on Fuel and labour: } P1 = \frac{P_0}{100} (10 + 65 \times \frac{S1}{S_0} + 17 \frac{L1}{L_0} + 8 \times \frac{F1}{F_0}) - Ca$$

P1= Escalated/de-escalated basic unit rate

Where:

Po= Accepted basic unit rate unit rate (net of all CENVET credits available to the supplier as prevalent during the month just preceding the month in which tender was opened.

S1= Wholesale Price Index for “Iron and Semi” as prevalent at time of 10 days prior to call of inspection of ERCs (Finished goods) as per Economic Advisor, Ministry of Industry website **[http:// eaindstry.nic.in](http://eaindstry.nic.in) as per series 2004-05.**

S0= Wholesale Price Index for “Iron and Semi” as prevalent during the month just preceding the month in which tender was opened as per Economic Advisor, Ministry of Industry website **[http:// eaindstry.nic.in](http://eaindstry.nic.in) as per series 2004-05.**

L1= All india Consumer Price Index for Industrial worker as prevalent at time of 10 days prior to call of inspection of ERCs (Finished goods) as per Labour Bureau, Ministry of Labour website **[http:// labourbureau.nic.in](http://labourbureau.nic.in).**

L0= All india Consumer Price Index for Industrial worker as prevalent during the month just preceding the month in which tender was opened as per Labour Bureau, Ministry of Labour website website **[http:// labourbureau.nic.in](http://labourbureau.nic.in)**

F1= Wholesale Price Index for “Fuel and Power” as prevalent at time of 10 days prior to call of inspection of ERCs (Finished goods) as per Economic Advisor, Ministry of Industry website **[http:// eaindstry.nic.in](http://eaindstry.nic.in) as per series 2004-05.**

F0= Wholesale Price Index for “Fuel and Power” as prevalent during the month just preceding the month in which tender was opened as per Economic Advisor, Ministry of Industry website **[http:// eaindstry.nic.in](http://eaindstry.nic.in) as per series 2004-05.**

Ca= Variation in CENVAT to be passed on to purchaser as per CENVAT formula below:

CENVAT FORMULA:

The accepted contract rate is net of all CENVAT Credits available to the supplier as prevalent during the month just preceding the month in which tender was opened. All CENVAT credits available on inputs as prevalent during the month just preceding the month in which tender was opened will be fully retained by the supplier in addition to the contract rates. Any variation in CENVAT after the month just preceding the month in which tender was opened and during the currency of contract will be to the Purchaser's account. Till such time as the admissibility of the CENVAT remains confined to those inputs that were taken into account as prevalent during the month just preceding the month in which tender was opened the variation in CENVAT that will accrue to the purchaser will be worked out as per the following formula:-

$$Ca = 65 \times P_0 (S_1/S_0 \times E_1/100 - E_0/100)/100$$

E1= Rate of Excise duty prevalent at time of 10 days prior to call of inspection of ERCs (Finished goods)

E1= Rate of Excise duty prevalent during the month just preceding the month in which tender was opened

The increase/decrease on account of the 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 material and wage escalation under this clause shall be final and not be subject matter of legal dispute or arbitration.

(Snjeev Kumar)

DyCE (TP)

For and on behalf of President of India

**Format of Bank Guarantee for security deposit
(To be stamped on minimum 0.25% of secured amount or Minimum required as per
state law whichever is more (with legal vetting charges))**

Reserved Model form of Bank Guarantee Bond for Security Deposit

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt _____ hereinafter called "the said Contractor(s)" from the demand, under the terms and condition. Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said agreement"), of security deposits for the due fulfillment by the said Contractor(s) of the terms and contained in the said Agreement, on production of at bank Guarantee for Rs _____ (Rupees _____ only) we _____ (hereinafter referred

(Indicate the name of the bank)

to as "the Bank") at the request of _____ Contractor(s) do hereby undertake to pay to the Government in amount not exceeding of Rs. _____ against any loss or damage caused to or suffered or would be caused to of suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby under take to pay the amounts due and

(Indicate the name of the bank)

payable under this guarantee without any demur, merely on a demand from the Government stating the mount claimed due by way of loss or damage caused to or would be caused to suffered by the Government by reasons of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by the reasons of the Contractor(s) failure to perform the said Agreement. Any such demand on the bank shall be conclusive as regards the amount to an amount exceeding _____.

3. We undertake to pay the Government any money so demanded notwithstanding any dispute raised by the Contractor(s) Supplier(s) in any suit or proceeding pending before any court or Tribunal relating to our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of us liability for payment there under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained shall **(Indicate the name of the bank)**

remain in full force and effect during the period that would be taken for the performance of the said Agreement and in shall continue to be enforceable till all the due of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till _____ Office/Department, Ministry of _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all under this guarantee thereafter.

5. We _____ further agree with the Government that the **(Indicate the name of the bank)**

shall have the fullest liberty without our consent and without affecting in any manner. Our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the construction of the Bank of the Contractor(s)/Supplier(s).

7. We _____ lastly undertake not to revoke this guarantee during its currency
(Indicate the name of the bank)

Except with the previous consent of the Government in writing.

Dated the _____ day of _____ 20
or _____

(Indicate the name of the bank)

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