

WEST CENTRAL RAILWAY

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

Purchase Order

No. WC RTP2016340/1m FP/ 52Kg/644

Dated:-07.06.2017

**M/S Kontinental Steel
 Korporation Kolkata
 18,R.N. Mukherjee Road,
 Kolkata, West Bangal-700001
 Phon No.0332248149
 E-mail ID-ksksfhok@gmail.com**

**Work Address:-
 G.E.Road Kumhari, Durg Distt.(CG)-
 490042.
 Phone no. 0788-3298100/200**

Dear Sirs,

Sub: Tender No. WC RTP2016340 dated 24.06.2016 opened on 26.07.2016 for Manufacture and Supply of 1 M Long Fish Plate 52 Kg as per Drg. No. T-5915 with bolts & nuts and single coil spring washer as per IRS-T1-2012 with latest alteration/provisional specification issued up to date of tender opening.

Ref: Your acceptance letter No.KSK/WCR/CP/FP/17-18/02 dated 04.04.2017

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:-

1.	Full Description of Stores	Manufacture and Supply of 1 M Long Fish Plate 52 Kg as per Drg. No. T-5915 with bolts & nuts and single coil spring washer as per IRS-T1-2012 with latest alteration/provisional specification issued up to date of tender opening.
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2. Quantity, Consignee, Rate & Total cost: as shown below.

Item	Consignee (SSE-P-way Depot) Store	Quantity allotted (Pair)	Quoted Rate (₹/Pair)				All Inclusive Rate (₹/Pair)	Total cost in (₹)
			Basic Rate (₹/Pair)	*ED Extra @	*CST/VAT Extra @	Freight (₹/Pair)		
1	2	3	4	5	6	7	8	9
1 M Long Fish Plate 52 Kg as per Drg. No. T-5915 with bolts & nuts and single coil spring washer	JBP	962	4240.09	12.50%	5%	250.00	5258.61	50,58,782.82
	BPL	250	4240.09	12.50%	5%	275.00	5283.61	13,20,902.50
	KTT	1402	4240.09	12.50%	5%	300	5308.61	74,42,671.22
Total Cost	One Crore Thirty Eight Lakh Twenty Two Thousand Three Hundred Fifty Six and Fifty Four paise.							1,38,22,356.54
<i>*ED, CST/VAT will be reimbursed on submission of documentary evidence</i>								

One Pair of 1m Long Fish Plate consists of:

1m long fish plate, 52 K g T-5915		
	Fish plate 1m long	02 Nos.
	Bolts with nuts to Drg. No T-11501	06 Nos.
	Single coil spring washers to Drg. No.T-10773	06 Nos.
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 1 M Long Fish Plate 52 Kg as per Drg. No. T-5915 with bolts & nuts and single coil spring washer as per IRS-T1-2012 with latest alteration/provisional specification issued up to date of tender opening.
6.	Terms of Delivery	FOT/FOR destination. The material will be delivered by road up to the depot of consignee.
7.	Delivery Period	Full ordered qty. to be supplied with 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. I st installment of 50% quantity in 05 months i e up to 06.11.2017 II nd installment of 50% quantity in 05 months i e up to 06.04.2018
8.	Inspection	The inspection shall be done by RITES at manufacturer's works before dispatch, as per the latest RDSO Drawings NoT-5915 and IRS Specifications with latest alterations; the firm has to arrange all facilities for inspection at their works.
9.	Taxes	(i) <u>Excise duty</u> : Extra@12.50% (ii) <u>Sales Tax /VAT</u> : - Extra@5% (iii) <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.
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	PVC will be applicable as per clause no. 8 of additional special condition 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:	
14.1		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.
14.2		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.
14.3		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.
14.4		All replacements that the Purchaser shall call upon the Contractor to deliver, this guarantee shall be delivered by the Contractor promptly and satisfactorily.
14.5		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.
14.6		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 for manufacture and supply of 1 M Long Fish Plate 52 Kg as per Drg. No. T-5915 with bolts & nuts and single coil spring washer as per provisional specification of Fish plates IRS-T1-2012 with latest alteration/ provisional specification issued up to date of tender opening.
16.	Security Deposit for safety items	You have submitted BG No11640100005949 dated 17.04.2017 for valuing ₹10,00,000/- (₹Ten Lakh only) issued by The Axis Bank Limited CBB, Kolkata with validity up to 16.04.2018. 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

21	Force Majeure Clause	Railway's Standard Force Majeure Clause, as per tender schedule shall be Applicable.
22	Penalty clause	The penalty clause regarding supply of defective material, mentioned vides clause-27 and 28 of "Instructions to Tenderers" in the tender document will be applicable.
23	Rejection at destination	As mentioned in Additional special condition of contract No.17&18 of Annexure "G" of Tender Document
24	Allocation:	Chargeable Head mentioned in Indent.

S. N.	Indent No	Date	Indent Qty in pair.	Allocation	PB/LB 17-18
JBP					
1	MS-17	27.4.2012	137*	21314104/21314204 /21314304	423
2	MS-01	09.04.2015	116	04221028	Rev
3	MS-17/06	20.04.2015	188	21314104/21314204 /21314304	433
4	MS-2/12	20.04.2015	120	21314104/21314204 /21314304	434
5	MS-18/12	22.05.2015	146	21314104/21314204 /21314304	436
6	MS-01	11.04.2016	146	04221028	Rev
7	MS-13	13.04.2016	109*	21314104/21314204 /21314304	438
		Total	962		
<i>Out of 380 pairs quantity,243 pairs quantity has been considered for P.O. to M/S Avdesh track Pvt Ltd Mohali and balance 137* pairs has been considered for this P.O. and Out of 128 pairs quantity,109* pairs quantity has been considered for this P.O.</i>					
BPL					
1	54410904	20.05.2015	139*	Rev0-421128	Rev
2	54411078	04.04.2016	111*	Rev-0421128	Rev
		Total	250		
<i>Out of 147pairs quantity,8* pairs quantity has been considered for P.O. to M/S Avdesh track Pvt Ltd Mohali and balance *139 pairs has been considered for this P.O. and Out of 147pairs quantity,111* pairs quantity has been considered for this P.O.</i>					
KTT					
1	44283023	08.09.2014	209*	Q31-40	LB-337
2	44283013	08.09.2014	136	Q31-40	280
3	44283053	13.03.2015	640	Q31-40	432
4	44283158	28.02.2014	417*	Q31-40	424
		Total	1402		
<i>Out of 281pairs quantity,72* pairs quantity has been considered for P.O. to M/S Punjab General Industrial Pvt Ltd and balance *209 pairs has been considered for this P.O. and Out of 1244pairs quantity,417* pairs quantity has been considered for this P.O.</i>					

25	Special condition	Special condition quoted by firm & Railways remarks are as under-
Clause no.	Special condition	Railway's remarks
Annexure-G	RITES Mumbai	Acceptable, as regular inspection of Fishplates is done by RITES. Though by oversight, RDSO is written as inspection agency in the tender document.

The contract shall be governed by Indian Railway Standard Conditions of contract (latest revision) with amendments, Invitation to tender and Instructions to Tenderers, Additional Special conditions and Instructions for quoting the 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),

Yours faithfully

**(Sanjeev Kumar)
Dy.CE (TP)HQ**

For and on behalf of President of India

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

PRICE VARIATION

Tender No. Tender No. WCRTP2016340 dated 24.06.2016

PRICE VARIATION CLAUSE:

PVC will be applicable as per tender document. PVC formula is

$$\mathbf{P1 = \{P0/100(15+55 C1/C0+15L1/L0+15F1/F0)\}-Ma.}$$

P0 = contract unit rate as accepted.

P1 = Escalated/De-escalated Price.

C1 = Index number for wholesale Price Index for Iron & Steel as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

C0 = Wholesale Price Index for Iron & Steel as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month in which tender was opened.

F1 = Wholesale Price Index of Fuel & Power, Light and lubricant, Light and lubricant as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month just preceding the month of inspection.

F0 = Wholesale Price Index of Fuel & Power, Light and lubricant as per Economic Advisor, Ministry of Industry web site <http://eaindustry.nic.in> as prevalent during the month in which tender was opened.

L1 = The All India Consumer Price Index Industrial Workers as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic> for the month just preceding the month of inspection.

L0 = The all India Consumer Price Index Industrial Workers as per Labour Bureau, Ministry of Labour web site <http://labourbureau.nic> for the month in which tender was opened. **Ma** = Variation in MODVAT to be passed on to purchaser.

MODVAT formula is

$$\mathbf{Ma = 55/100 P0 (C1/C0 \times E1/100 - E0/100).}$$

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

E0 = Percentage excise duty rate as prevalent at the time of opening of Tender.

(Sanjeev Kumar)

Dy.CE (TP)HQ

For and on behalf of President of India