

Purchase Order

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

No. WC RTP2016340/1m long FP/ 52Kg/645

Dated:16.06.2017

M/S Ganpati Industrial Pvt. Ltd. 2, Hare Street (Nicco House), 3rd Floor, Kolkata-700001 Ph: 033-22484772,22480675 Fax: 22481877 sales@jekay.com, ganpati@jekay.com	Work Address:- Plot No. 65& 66, Sector-C, Urla Industrial Area, URLA, Raipur- 493221(CG)
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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 acceptances letter No GIPL/2017-2018/23/0020 dated 03.04.2017.

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	1442	4240.09	12.50%	5%	250.00	5258.61	75,82,915.62
	BPL	376	4240.09	12.50%	5%	275.00	5283.61	19,86,637.36
	KTT	935	4240.09	12.50%	5%	300.00	5308.61	49,63,550.35
Total Cost	One Crore Forty Five Lakh Thirty Three Thousand One Hundred Three and Thirty Three paise only.							1,45,33,103.33
<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 15.11.2017 II nd installment of 50% quantity in next 05 months i e up to 15.04.2018
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 come 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 No0029IGPER011317 dated 27.04.2017 for valuing ₹10,00,000/- (₹Ten Lakh only) issued by The Bank of Baroda, 4, India Exchange Place, Kolkata-700001 with validity up to 30.04.2018. 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-13 /05	13.04.2016	19*	21314104/21314204 /21314304	438
2	Ms-14/12	13.04.16	270	21314104/21314204 /21314304	289
3	MS-16	18.07.2013	636	21314304	425
4	NWP/03785046	29.12.2011	12	43424404	640
5	BEHR-KHBJ/03785006	14.01.2012	90	431644-04	31
6	SSGJ3785012	30.04.2013	150	43164104	39
7	BSDL/03785012	02.04.2014	238	20164104	28
8	MS20/15	08.04.17	27*	21314104/21314204 /21314304	523
		Total	1442		
<i>Out of 128pairs quantity,109* pairs quantity has been considered for P.O. to M/S kontinental steel korpotation kolkata and balance *19 pairs has been considered for this P.O. and out of 56pairs quantity 27* pair has been considered for this P.O.</i>					
BPL					
1	54411078	04.04.2016	36*	Rev-0421128	Rev
2	26411251	04.10.2012	20	3343426304	632
3	26411203	23.11.2012	20	43166204	38
4	26412160	15.05.2015	250	53334204	585
5	26412083	26.09.2013	50	43166204	37
		Total	376		

<i>Out of 147pairs quantity,111 pairs quantity has been considered for P.O. to M/S kontinental steel kolkata and balance *36 pairs has been considered for this P.O.</i>					
KTT					
1	44283158	28.02.2014	827*	Q31-40	424
2	44283073	16.08.11	108*	0421128	Rev
		Total	935		
<i>Out of 1244pairs quantity,417 pairs quantity has been considered for P.O. to M/S kontinental steel kolkata and balance *827pairs has been considered for this P.O. and out of 285pairs, 108 pair quantity has been considered for this P.O.</i>					

25	Special condition	Special condition quoted by firm & Railways remarks are as under-
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Clause no.	Special condition	Railway's remarks
Annexure-G	Prior to dispatch at inspection our site by RITES Mumbai as our works located at Raipur.	Acceptable, as regular inspection of Fishplates is done by RITES. Though by oversight, RDSO is written as inspection agency in the tender document.
Section-II	Acceptable to us but pre delivery should be allowed	Acceptable in terms of clause1.0 of Section-II.

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

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

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’*** 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://labour bureau.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://labour bureau.nic> for the month in which tender was opened.

Ma = Variation in MODVAT to be passed on to purchaser. MODVAT formula is

(B) Ma = Variation in MODVAT/CENVAT to be passed on to purchaser as per MODVAT/ CENVAT formula as given below;

The tender (s) are to be produce complete records, whenever called for, for examination /verification of their claims under escalation clause.

The increase/decrease on 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/deduction towards Price Variation as found due.

MODVAT/ FORMULA:

The accepted contract rate is net of all MODVAT credits available to the firm on the date of opening of tender. All MODVAT/ CENVAT credits available on input on the date of opening of tender will be fully retained by the supplier, in addition to the contract rates. Any variation in MODVAT/ CENVAT after opening of tender and during the currency of contract will be to the purchaser's account. Till such time as the admissibility of the MODVAT/ CENVAT remains confined to those inputs that were taken in to account on the date of opening of tender, the variation in MODVAT/ CENVAT that will accrue to the purchaser will be worked out as per the following formula:

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

Where,

Ma = Variation in MODVA/ FORMULA to be passed to the purchaser

P0 = contract unite rate as accepted

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.

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.

In the event of MODVAT/CENVAT credit being extended by the Government of India to more items then already covered the contractor should advice the purchaser about the additional benefits accrued, though 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/ CENVAT scheme in force now and we hereby give a reduction of per unit 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.”

Increase in CST/excise duty if any will be admissible only during the original contractual delivery period and not during extended delivery period.

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.

If supplier fails to achieve the supply targets due to delays attributable to firm and penalty as admissible is imposed on the supplier for default, the payment of escalation for such supplies shall be made on the basis of indices when the supplies were due and not the basis of indices when the supplies are actually made. However, if the delay is on account of force majeure conditions or on Railway account, the escalation shall be paid as per supplies actually made.

(Sanjeev Kumar)
Dy.CE (TP)HQ

For and on behalf of President of India