

(Development Order)

GOVERNMENT OF INDIA/Bharat Sarkar
MINISTRY OF RAILWAYS/Rail Mantralaya
(RAILWAY BOARD)

No. RS(S)/51/2023/7701/01/11965

New Delhi, Dated:07.11.2023

M/s RATUSARIA Industries Pvt Ltd.
Plot no. 643,644/A
Urla Industrial Area,
Urla, Raipur
Chattisgarh- 493221

Dear Sir,

Sub: Contract No. RS(S)/51/2023/7701/01/11965 dated 07.11.2023 for supply of Mild Steel Structural items on M/s Ratusaria.

Ref:1. Your e-offer against the subject tender.

With reference to your offer and other references detailed in Clause 5 below, this is to advise you that the President of India is pleased to accept your offer for placing a Running Contract to the extent of quantities, specifications and prices shown in Clause 8. This Running Contract is issued on the terms and conditions detailed here under:

2. Contract No.	No. RS(S)/51/2023/7701/01/11965, dated: 07 .11.2023
3. Purchaser	Executive Director, Railway Stores (S), Railway Board, on behalf of President of India.
4. Name & Address of the supplier	M/s RATUSARIA Industries Pvt Ltd. Plot no. 643,644/A Urla Industrial Area, Urla, Raipur Chattisgarh- 493221
5. Purchaser's Reference	(i) Ministry of Railways, Railway Board's e-Tender No. 2023IS207 opened on 27.06.2023. (ii) Letter of Acceptance letter No. RS(S)/2023/747/1 dt. 16.10.2023
6. Contractor Offer and other References	(i) Your e-Offer. (ii) Your letter of Acceptance No. RPL/RB/747 dt. 28.10.23.
7. Place of Manufacturing	Urla (Raipur/Chattisgarh)
8. Inspecting Authority	TPI
9. Paying Authority	Principal Financial Adviser (RBC), Eastern Railway, Kolkata will maintain the account and arrange all payments against the contract.

10. Particulars of Orders

Mild Steel Structural					
S. No.	Item	Size (mm)	Specification	Qty (MT)	Basic Rate of M/s RATUSARIA
1	ISA01	50x50x6	IS:2062:2011 E 250 A Cu	861	59950
2	ISA02	65X65X6/8/10	IS:2062:2011 E 250 A Cu	389	59950
3	ISA03	75X75X6/8/10	IS:2062:2011 E 250 A Cu	369	59950
4	ISA04	75X75X6/8/10	IS:2062:2011 E 250 B0	201	57700
5	ISMC01	75X40	IS:2062:2011 E 250 A Cu	56	59950
6	ISMC02	100X50	IS:2062:2011 E 250 A Cu	1770	59950
Total				3646	

***Length of all items will be 4.5 to 13 mtrs.**

10.1 Total quantity: **3646 MTs (Three Thousand Six Hundred and Forty Six Only).**

10.2 Total Value: **Rs.21,81,25,450/- (Rupees Twenty One Crore Eighty One Lakh Twenty Five Thousand Four Hundred an Fifty only)** excluding GST.

11. The above order is subject to the following terms and conditions:

11.1 The contract prices are inclusive of cost of all tests, packing etc.

11.2 The contract prices are subject to Price Variation Clause as per Annexure 'A' enclosed, with base month as May, 2023.

11.3 The contract prices are FOR station of dispatch Plot no. 643,644/A, Urla Industrial Area, Ratusaria Industries Private Limited, Urla Raipur, Chattisgarh.

11.4 The validity of the running contract is 24 months from the date of issue of the contract and can be extended further with mutual consent between the parties.

11.5 Director, Railway Stores (Iron & Steel)/Kolkata will place supply orders against this Running Contract as and when required during the validity of RGC.




- 11.6 Supply orders against the running contract will be placed by DRS(I&S), Railway Board, Kolkata till the last date of the validity of the contract and all such supply orders will have to be honoured by the contractor.
12. **Liquidated Damages:** As applicable to developmental firm against developmental order.
- 12.1 However, considering that while placing supply orders in multiple tranches against Running Contract, sometimes minimum tonnage required for rolling in a particular section may not be ordered at a time resulting in delay in taking up rolling of that item without any fault on the part of the supplier, DRS (I&S), Railway Board, Kolkata is authorized to re-fix the delivery period in such cases within the overall validity of the RGC. Such situations may also come in play if the quantity ordered is less than a lorry load or to cater to urgent requirement of any particular consignee, when priority of earlier placed Supply Order is shifted downwards.
13. **Delivery period:** Supplies to commence within 30 days of placement of order and minimum monthly rate of supply will be as per supply orders placed by DRS (I&S), Railway Board, Kolkata. Delivery period will be reckoned from the date of Supply Order or amendment to Supply Order, whichever is later.
- 13.1 DRS (I&S), Railway Board, Kolkata is authorised to decide the priorities for the supplies.
- 13.2 Delivery period for each supply order will be reckoned from the date of issue of supply order
- 14 **Option Clause:** The Purchaser may at any time during the currency of the Running Contract increase the total ordered quantity of the contract by not more than 30% of the total ordered quantity at the same price, terms and conditions as stipulated in the contract and the contractor shall be bound to supply the quantity so ordered according to revised delivery schedule advised by the Purchaser fixed on the basis of contracted delivery schedule.
- Depending upon the actual requirement of Zonal Railways and Production Units during the validity of these Running Contracts, there may be NIL/less requirement for some particular item(s) and in such cases supply orders may not be placed for such items for entire ordered quantity.
15. **GST:** GST will be reimbursed by the purchaser as per actual. The current prevailing rate of GST is 18%.
- 15.1 The Purchaser will not, however, be responsible for the payment of GST/ or any tax made by the contractor under misapprehension of Law. The liability of the Purchaser to reimburse Taxes is limited to such sum as may be found



legally due and leviable in respect of contracted goods after availing the full credit on all the inputs used in the manufacture of the finished products, irrespective of whether the Seller has in fact availed of the said credit or not.

15.2 Upon implementation of GST w.e.f. 01.07.2017, invoices by the firm would require GST details and following procedure should be followed for the same:-

(i) While preparing the invoices, the supplier shall mention the address of the paying Authority and GSTIN Number of the paying Authority (as per the contract) under the 'Bill to' column and address of the consignee and Railway's GSTIN Number of the State, where consignee is located, under 'Ship to' column.

(ii) The invoices shall be submitted by the suppliers to the Governing Paying Authority (as per the contract) and payment to the suppliers shall be released by the same paying Authority.

15.3 Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under SVC.

15.4 The firm will submit following certificate with the bills for payment. "We hereby declare that additional set offs/input tax credit to the tune of Rs._____ has accrued and accordingly, the same is being passed on to the purchaser, and, to that effect, the payable amount may be adjusted."

16. Payment terms:

16.1 For dispatches by road to Zonal Railways

- a) 98% of the value of the invoice will be made against inspection certificate and receipted documents signed by Gazetted officer of the consignee.
- b) Balance 2% of the invoice value shall be paid against the Receipt Note issued by the Consignee on receipt of Consignment in good condition by him.

Alternatively following payment terms is also acceptable:-

In case of road dispatches, 100% payment would be made on receipt and acceptance of material by consignee that is against receipt note.

(ii) For dispatches by road to Wagon/Coach manufacturers:

100% of the value of the invoice will be made against inspection certificate and receipt documents issued by authorized representative of Wagon/Coach manufacturers certifying that the material has been received and accepted in good condition.



(iii) For dispatches by rail to Zonal Railways:

- a) 98% of the value of the invoice will be made against inspection certificate and dispatch documents, i.e., unqualified RR.
- b) Balance 2% of the invoice value shall be paid against the Receipt Note issued by the Consignee on receipt of Consignment in good condition by him.

(iv) For dispatches by rail to Wagon/Coach manufacturers:

- a) 98% of the value of the invoice will be made against inspection certificate and dispatch documents, i.e., unqualified RR.
- b) Balance 2% of the invoice value shall be paid against receipt documents issued by authorized representative of Wagon/Coach manufacturers certifying that the material has been received and accepted in good condition.

(v) Firms to raise PVC bill separately in the subsequent month of supplies made.

16.2 Payments against this contract will be made by the Paying Authority on submission of Bills by the Contractor as follows:

- i. Original Railway Receipt.
- ii. Certificate that certified copy of the Railway Receipt has been dispatched to consignees by Registered Post.
- iii. Certificate that the Invoice has been correctly prepared in accordance with the terms of the contract.
- iv. Original copy of Inspection certificate issued by the Inspecting Authority.
- v. Certificate for passing of bills as per para 15.4 above.

Note: Documents at (i) & (ii) above will be applicable only for rail dispatches.

17. **Payment through ECS/ EFT:**

The details of the bank account are as follows:

- (i) Account No.50200024813274.
- (ii) IFSC Code: HDFC0000152
- (iii) Bank Name: HDFC Bank Limited
- (iv) Branch Address: Devendra Nagar, Raipur, Chattisgarh- 492001

18. Standard Force Majeure Clause will be applicable.



19. **Mode of transport:** Material will be transported by Rail, in case rake load formation is feasible. However, considering the non-availability of piecemeal wagons, suppliers may be authorised by DRS(I&S), Railway Board, Kolkata to dispatch the material by road and claim road freight as per the contract.

20. **Freight Charges:**

20.1 **In case of transportation by rail** freight charges may be reimbursed as per the tender document.

20.2 In case of dispatches by **Road transport**,

- (i) The actual Road freight or freight charges calculated as per the following rate schedule, whichever is lower, may be reimbursed. The freight charges are exclusive of all local taxes and duties on freight.

S.No.	Slab	Rates
1	0-300	5.0
2	301-600	4.5
3	601-1000	4.0
4	1001 km and above	4.0

- (ii) For calculation of distance between two destinations shortest rail distance for movement of rail traffic (freight) between them will be taken. Minimum charges for 75 km shall be allowed. Taxes & Duties will be paid extra as applicable.

- (iii) In case supply through stockyard is permitted for faster movement, following charges shall be paid by purchaser:-

- Rail/Road freight from plant to stockyard/consignee.
- Road freight from stockyard to consignee.
- Applicable taxes and duties.

20.3 The stores shall, however, be dispatched to the consignees only after the Inspecting Officer has certified in writing that the stores have been inspected and approved by him. The contractor shall be responsible for all losses etc., in transit as per clause 1501 of the IRS Conditions of Contract and shall alone



be entitled and responsible to make claims against the carrier. The supplier shall be responsible till the stores arrive in good condition at consignee's destination.

- 20.4 The contractor shall furnish by Registered Post to the Executive Director, Railway Stores (S), Railway Board, New Delhi and DRS (I&S), Railway Board, Kolkata by 10th of every month, a statement showing full particulars of stores dispatched during the preceding month.
- 20.5 The Purchaser reserves the right to alter consignee particulars, width and length requirements of material as and when the necessity arises.
21. **Inspection Authority:** Inspection by TPI Agency as per tender document.
22. **Supply Tolerance:** +/-5% or 5MT, whichever is higher tolerance in quantities (item-wise) may be allowed against each supplies.
23. **Security Deposit:** The firm was required to deposit Rs. **50,00,000/- (Rupees Fifty lakhs only)** as Security Deposit for this contract. The firm has furnished a Bank Guarantee No.152GT02232940002 Dated 21.10.2023 issued by HDFC Bank, Plot No.280, 1st Floor, Mahadev Ghat Road Besides Sunder Nagar, Filling Station (Bharat Petroleum), Sunder Nagar Raipur, Chhattisgarh-492013 in favour of M/s M/s RATUSARIA Industries Pvt Ltd. to the paying authority for Rs. **50,00,000/- (Rupees Fifty lakhs only)**. As and when an amendment is issued to the contract, the firm shall, within 15 (Fifteen) days of the receipt of such an amendment furnish to the Paying Authority an amendment to the Bank Guarantee rendering the same valid for the contract.
24. **Paying Authority:**PFA(RBC), Eastern Railway, will maintain the account and arrange all payments against the contract.
25. **Packing:** The stores shall be sufficiently and properly packed so as to ensure the stores being free from any loss or damage in transit on arrival at the destination. Packing conditions stipulated in the specifications should be strictly followed.
26. **Marking:** Marking will conform to relevant BIS Specification.
27. **All other conditions:** All other terms and conditions would be as per the Bid Document and Corrigendum issued after floating of this tender, so far as the same are not in conflict with whatever has been stated above.
28. Contract will be governed by IRS conditions of contract.
29. This contract is issued by order and in the name of the President of India.



30. Please acknowledge receipt of this contract. Two copies of the contract duly signed on your behalf by an authorised person with your seal, duly witnessed by two persons, on each and every page should be returned to the undersigned for record within 15 days of receipt of contract. Copies of the same should be given to Dir(I&S), Railway Board, Kolkata and the Paying Authority.

Yours faithfully,



(Vipul Kanaujia)

Director Railway Stores (W)
Railway Board.

For and on behalf of the President of India.

No. RS(S)/51/2023/7701/01/11965

New Delhi, Dated:07.11.2023

Copy to:

1. PFA (RBC), Eastern Railway, Kolkata - Paying Authority.
2. PFA, All India Railways/PUs.
3. ADAI (Railways), Rail Bhavan, New Delhi.
4. Directors of Audit, All Indian Railways/PUs.



For Member Finance/Railways.

No. RS(S)/51/2023/7701/01/11965

New Delhi, Dated:07.11.2023

Copy to:

1. Director, RS (I&S), Railway Board, 3, Koilaghat Street, Kolkata- 700001.
2. PCMMs, All Indian Railways/PUs
3. DDF (S)-II, Railway Board.



(Vipul Kanaujia)

Director Railway Stores(W)
Railway Board.

For and on behalf of the President of India.

PRICE VARIATION CLAUSE-BASE MONTH :(MAY, 2023)

$$P_1 = P_0 \times [W_1 / W_0]$$

Where,

P_1 = Escalated/De-escalated Price

P_0 = Base Price

W_1 = The index No. of wholesale prices in respect of items **"Angle Channels, Sections ,Steel (coated/not)"** Base 2011-12 compiled by Economic, Adviser to Govt.of India for the calendar month, one month prior to the call for inspection/date of issue of Mill Test Certificate of the material. For instance material offered for inspection in February, 2019, the Index number for the month January'2019 will be applicable.

W_0 = Wholesale price index for **"Angle, Channels, Sections, Steel (coated/not)"**for the base month.

In case W_1 is greater than W_0 , the difference P_1 minus P_0 shall constitute the amount due to the contractor towards escalation on account of Price Variation. Otherwise, the difference P_0 minus P_1 shall constitute the amount to be recovered from the contractor as de-escalation.

