

**WEST CENTRAL RAILWAY****PURCHASE ORDER**

**HEAD QUARTER OFFICE  
ENGG. BRANCH, 2<sup>nd</sup> FLOOR,  
NEAR INDIRA MARKET,  
JABALPUR.**

Dt.21.06.2013

No.WCRTP2012225/ CMS X-ing1:8.5,52Kg/471  
M/s Hindusthan Engineering and Industries Ltd.,  
27, R.N Mukherjee Road,  
Modi Building, Kolkata,  
West Bengal-700001

**Cell No : 09903496516,Fax No : 033-22481922**

Dear Sirs,

**Sub: Tender no. WCRTP2012225 dt.16.08.12 opened on 03.10.12 for manufacture and supply of CMS X-ing-1:8.5,52Kg. RDSO Drg No. T-4867 (with latest alterations) complete with fittings on PSC T/out and as per IRS specification (T-29-2000) with latest alteration upto date of opening of tender.**

Ref: - (i) Your offer received through E- tender (IREPS website) on date 27.09.2012.

(ii) This office CO No.WCRTP2012225/CMS Xing 1:8.5,52Kg dt.11.03.13.

(iii) Your Acceptance letter no.F.8321/EVHO/RM dt.15.03.13.

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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:-

**Full description of  
Stores**

CMS X-ing 1: 8.5, (52 Kg) on PSC sleepers to Drg. No. RDSO/T-4867 with latest alteration and as per IRS specification T-29-2000 with latest alteration up to date of opening of tender complete with fittings as listed in drawing excluding Fish Plates, Fish Bolts, GR Pads, Metal/GFN Liners, ERCs and Check Rail.

**2. Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Consignee SSE/ P.way /Store/...	Offered Quantity (Sets.)	Basic Rate (₹)	*ED Extra @	*CST/ VAT Extra @	Freight Extra (₹)	**All inclusive unit rate (₹).	Total Cost (₹)
1	2	3	4	5	6	7	8	9
<b>CMS X-ing- 1:8.5,52Kg. RDSO Drg No. T-4867 (with latest Alt.)</b>	JBP	49	107034.62	12.36%	4%	2000.00	127074.66	6226658.34
	BPL	47	107034.62	12.36%	4%	2000.00	127074.66	5972509.02
	KTT	47	107034.62	12.36%	4%	2000.00	127074.66	5972509.02
Total:-								1,81,71,676.38
<b>Total cost Rs. 1,81,71,676.38 (Rs. One crore Eighty one Lakhs Seventy one thousand Six hundred Seventy Six and thirty eight paise only)</b>								

\*ED and CST/VAT will be reimbursed on submission of documentary evidence.

Basic rate for PVC calculations will be taken as ₹106100.00 per set.

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** **Tender for manufacture and supply of CMS X-ing-1:8.5,52Kg. RDSO Drg No. T-4867 (with latest Alt.)**
6. **Terms of Delivery** FOR destination. The material will be delivered by road up to the depot of consignee.
7. **Delivery Period** Full ordered qty. to be supplied within the period of 13 months after issue of P.O.  
1<sup>st</sup> 50% quantity in 07 month i e up to 20.01.2014.  
2<sup>nd</sup> 50% quantity in next 06 month i e up to 20.07.2014.  
Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
8. **Inspection** The inspection shall be done by RDSO 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**  
(i) Excise duty: - Extra @ 12.36%  
(ii) Sales Tax: - Extra @ 4.0%  
(iii) Freight: - Extra  
(iii) 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** No advance/part payment will be made on proof of dispatch in case of delivery by road. However full payment for a particular quantity/lot 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. **EMD** The firm is RDSO approved, hence exempted from remitting EMD as per clause No. 2.1.2 of additional special condition.
15. **Security Deposit for safety items** As per clause no. 2.2.3. of "Additional special condition of contract for manufacturing and supply" the security deposit/performance Guarantee of amount ₹10,00,000/- in the form of Demand draft, FDR deposit or BG in favour of FA&CAO/WCR/JBP, is to be deposited within 14 days from the receipt of Advance Acceptance letter for issuing vetted P. O.

- Firm has submitted BG No-0093ILG003213 dt.20.05.13 of Rs.10,00,000/- issued from Punjab National Bank, Kolkata. Validity is up to 20.05.14.
16. **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.
17. **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).
18. **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.
19. **Option to vary the ordered quantity** As mentioned in Additional special condition of contract No.10.
20. **Force Majeure Clause** Railway's Standard Force Majeure Clause, as per tender schedule shall be Applicable.
21. **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.
22. **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.
23. **Guarantee**
- 23.1 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
- 23.2 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.
- 23.3 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.
- 23.4 All replacements that the Purchaser shall call upon the Contractor to deliver this guarantee shall be delivered by the Contractor promptly and satisfactorily.
- 23.5 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.
- 23.6 The decision of the Purchaser in regard to Contractor's liability under this guarantee shall be final and conclusive.

24 **Special Conditions**

Special conditions quoted by firm and Railway's remark

SN	Quoted Conditions	Remark's of Railways
1	Any deviation in the existing rates of taxes and leies during currency of contract will be on purchases account.	Accepted.

S. N	Indent No. & Date	Cosignee	Allocation	Indent quantity	Fund availability for 13-14	Position in original file	PB & LB
1	M. S. No. 15 dt 20.04.12 (CP-31)	JBP	'21314104/21314204/21314304	41	Av (CP-454)	402/12-13	325/13-14
2	SE/PW/C/STA/PW/PIL/KTE-SEGL/06dtd 20.01.2010 (CP-4)	JBP	431642-04	8*	Av (CP-455)	273/G	42/13-14
*Out of 15 sets 08 sets taken in this PO.							
3	54410468 dt.15.02.12 (CP-19-21)	BPL	Revenue-0421128,	47**	Av (CP-447)	57/12-13	Rev
**Out of 55 sets 47 sets taken in this PO.							
4	44283027 dt. 18.06.12 (CP-28)	KTT	Q 31-40	47***	Av (CP-159 of FA file)	356/12-13	327/13-14
***Out of 85 sets 47 sets taken in this PO.							

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&P

**Yours faithfully**

**(Dinesh Chand)**

**Dy. CE (TP)**

**For and on behalf of President of India**

**PRICE VARIATION CLAUSE**

(i) The increase/ decrease in the price of items quoted for material and wage escalation would be governed by the following formula :-

$$P1 = P0/100 (10 + 40 \times S1/S0 + 50 \times L1/L0) - Ma$$

Where,

PI = Escalated/de-escalated price.

P0 = Accepted Basic Rate

S1 = The Index No. of wholesale price in respect of items “Iron and Semis” and “Ferro Alloys” Compiled by Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the calendar month three months prior to the call for inspection of the material. For instance, the material offered for inspection Jan11, the index No. of Oct 10 will be applicable.  
S0 = The above wholesale price index for “Iron and Semis” and Ferro alloys” as per Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the month in which tender was opened.

L1 = The All India consumer price Index for industrial workers compiled by Labour bureau. Ministry of Labour web site <http://labourbureau.nic.in> for the calendar month three months prior to the call for inspection of the material. For instance the material offered for inspection in Jan11, the index No. of Oct 10 will be applicable.

L0 = The All India consumer price Index for industrial workers compiled by Labour bureau. Ministry of Labour web site <http://labourbureau.nic.in> for the month in which tender was opened.

The component of “Iron and Semis” and “Ferro Alloys” for working out the composite index is as follows:

Iron & Semis 0.919

Ferro alloys 0.081

Ma = Variation in MODVAT to be passed on to purchaser (as per MODVAT formula).

(ii) In case of P1 is greater than P0. the difference P1 minus P0 shall constitute the amount due to the contractor towards escalation on cost of wage and material. Otherwise the difference P0 minus P1 shall constitute the amount to be recovered from the contractor as de-escalation.

(iii) If the deliveries are not made according to the Schedule and are delayed owing to any circumstances whatsoever and escalation in wage and material take place, such increase will not be admitted unless specifically agreed to at the time of granting extension in the delivery schedule.

(iv) The decision of the President of India in regard to wage and material escalation under this clause shall be final and not be subject matter of legal dispute or arbitration.

**(B) MODVAT:** (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/CENVAT credits available to the firm on the date of opening of tender. All MODVAT/CENVAT credits available on inputs 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 the contract will be to the purchasers account. Till such time as the admissibility of the 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 –

$$Ma = 40 \times (PO/100) \{[(S1/S0 \times (E1/100)) - (E0/100)]\}$$

Where,

Ma = Variation in Modvat to be passed on to the purchaser (as per clause no 5.5 of additional special condition of contract at Annexure –G).

PO = Accepted Basic Rate.

S1 = The Index No. of wholesale price in respect of items “Iron and Semis” and “Ferro Alloys” Compiled by Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the calendar month three months prior to the call for inspection of the material. For instance, the material offered for inspection Jan11, the index No. of Oct 10 will be applicable.

SO = The above wholesale price index for “Iron and Semis” and Ferro alloys” as per Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the month in which tender was opened.

E1= Percentage Excise Duty rate as prevalent during the month just three the months prior to the call of inspection.

E0= Percentage Excise Duty rate at the time of opening of tender.

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

In the event of MODVAT/CENVAT credit being extended by the Government of India to more items that already covered, the contractor should advise the purchaser about the additional benefits accrued, through a letter containing the 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 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.”

**Yours faithfully**

**(Dinesh Chand)  
Dy. CE (TP)**

**For and on behalf of President of India**

**List of fittings for 1-8.5, 52Kg CMS X-ing**

S.N	Description of material	Part No.	Qty (Set/Nos.)
1	CMS Crossing	RT-4867/2	1 Nos
2	Bolts with Nuts 25x180	T-11513	8 Nos.
3	Bolts with Nuts 25x320	T-11527	2 Nos.
4	Bolts with Nuts 25x340	T-11529	2 Nos.
5	Bolts with Nuts 25x360	T-11531	2 Nos.
6	Bolts with Nuts 25x380	T-11533	2Nos.
7	Bolts with Nuts 25x310	T-11526	1 Nos.
8	Bolts with Nuts 25x300	T-11525	1 Nos.
9	Bolts with Nuts 25x400	T-11535	1 Nos.
10	Packing Pieces	T-026(M)	24 Nos.
11	M.S. Tapper Washer	RT-5847	24 Nos.
12	Single Coil Spring Washer	T-10773	28 Nos
13	Check Rail Block	RT-4774	8 Nos.
14	C.I. Distance blockAlt-1	RT-4894	1 Nos.
15	C.I. Distance blockAlt-1	RT-4895	1 Nos.

**Note :- In case of dispute list mention in the RDSO drawing will be final.**

**Yours faithfully**

**(Dinesh Chand)**

**Dy. CE (TP)**

**For and on behalf of President of India**