

PURCHASE ORDER



पश्चिम मध्य रेल
WEST CENTRAL RAILWAY

**General Manager's Office
Engineering Branch
Jabalpur - 482001**

No.WCRTP2013278/ Derailing Switch1:8.5,52Kg/523

Date:-01.07.2014

M/s CEMCON TRACK INDUSTRIES,
272/4, Vikas Nagar,
Gohana, Sonapat, Haryana-131301
Email : cemcontrack@yahoo.com
Cell No : 09416014867, 01263-258267
Fax No : 011-24653950
Dear Sirs,

Sub: Tender no. WCRTP2013278 dt.23.01.2013 opened on 14.03.2013 for manufacturing and supply of O.R.Fan Shaped Curved Switches-1:8.5, 52Kg (UIC) RDSO Drg. No.T-4866 and (2) Derailing Switch 1:8.5, 52Kg (UIC) RDSO Drg. No. T-5836 (with latest Alt.) Complete with fittings on PSC T/out. As per irs specification (T-10-2000) with latest alteration upto date of opening of tender

Ref: - (i) AAL No. WCRTP2013278/ Derailing Switch1:8.5,52Kg date 29.10.13
(ii) your acceptance letter no.CTI/Counter/WCR/2013-14/3 dt.07.01.14

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** Derailing switch for 1 in 8.5 T/O (B.G.) for 52 Kg rail on PSC sleepers to RDSO Drg. No. T-5836 with latest alterations and IRS specification No. IRS T-10.-2000.Complete with all parts as listed in the drawing including plate screws **(excluding SSD, GR Pads, Insulating Liners, ERC's, Fish plates and Fish bolts only)**
- 2. Quantity, Consignee, Rate & Total cost: as shown below.**

Item	Consignee SSE/P.way /Store/ ...	Offered Quantity (Sets.)	Basic Rate (₹/set)	ED Extra @	*CST/ VAT extra @	Freight (₹/set)	All inclusive unit rate (₹/set)	Total Cost (₹)
1	2	3	4	5	6	7	8	9
Derailing Switch 1:8.5, 52 Kg. (UIC) RDSO Drg. No.T-5836	KTT	09	57671.46	Nil	5%	2750.00	63305.03	5,69,745.27
Grand Total:-								₹5,69,745.27
Total cost ₹5,69,745.27 (Rs. Five Lakh Sixty Nine Thousand Seven hundred Forty Five and Twenty seven Paise only)								

* CST/VAT will paid on submission of documentary evidence.

+ Basic Rate for PVC is pegged at `46500.00 per set. The Basic rate received for this item should not be compared in future from amongst rates of part-II sources. Moreover all inclusive rate with freight should be used for comparisons.

- 3. Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
- 4. Bill Paying Officer** FA & CAO WCR, JBP.

5. **Name of Work** FOR manufacturing and supply of O.R.Fan Shaped Curved Switches-1:8.5, 52Kg (UIC) RDSO Drg. No.T-4866 and (2) Derailing Switch 1:8.5, 52Kg (UIC) RDSO Drg. No.T-5836(with latest Alt.) Complete with fittings on PSC T/out. As per irs specification (T-10-2000) with latest alteration upto date of opening of tender
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 within the period of 09 months after issue of P.O. Supply is as under-
1st 50% quantity in 05 month i e up to 30.11.2014.
2nd 50% quantity in next 04 month i e up to 31.03.2015.
Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
8. **Inspection** The inspection shall be done by RITES 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 @Nil
(ii)CST/VAT: - 5%
(iii) Freight:- Extra
(i) 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** 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** 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. **Issue of Rails** As per clause No.6 of schedule of requirement, the new rails for the fabrication of Curved Switch, against B.G. or cash deposit of value equivalent to the cost of rails, will be issued to the contractor/firm, duly Ultrasonically tested for fabrication purpose from the nearby Flash Butt welding plant/Depot i.e. Flash Butt welding plant at Meerut (Northern Railway), Gonda (N. E. Railway), Tatanagar (S.E. Railway), Moulali (S.C. Railway), Santragachi Depot (S.E. Railway), Arkkonam (S. Railway), Sabarmati (W. Railway) or from Bhilai steel plant, Bhilai.
The firm/contractor will have to make his own arrangements for the loading, unloading and transportation of rails, from the locations mentioned above to their workshop/ premises at their own cost.
A minimum amount of Bank Guarantee (B.G.) or Cash deposit of value equivalent to 25% of cost of the total rails required in the P.O. at the price of

new rails or Rs. 50 lakhs whichever is less prevailing at the time of issue of rails should be furnished for the issue of rails at a time within 14 days from the date of issue of Purchase Order. B.G. should be made valid up to delivery period + one month, on stamp paper of **Rs. 250/-**.

15. **EMD** The firm is RDSO approved, hence exempted from remitting EMD as per clause No. 2.1.2 of additional special condition.
16. **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 ₹57,000/- (Fifty Seven Thousand only) 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. 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. (In case of BG, the BG will be on ₹250/- stamp or as per state rule whichever is more)
Firm has submitted BG No-0226-BG0003-14 dt.19.01.14 of ₹57000/- issued from Punjab and sindh Bank, G.T.Road, Panipat. Validity is up to 28.07.14.
17. **Octroi** Necessary Octroi exemption certificate will be issued however if any “Octroi charges are leviable that 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 Additional special condition of contract 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 schedule will be applicable.
23. **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.
24. **Guarantee**
- 24.1 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
- 24.2 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.
- 24.3 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.

- 24.4** All replacements that the Purchaser shall call upon the Contractor to deliver this guarantee shall be delivered by the Contractor promptly and satisfactorily.
- 24.5** 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.
- 24.6** The decision of the Purchaser in regard to Contractor's liability under this guarantee shall be final and conclusive.
- 25 Special terms and condition Firm has withdraw their terms and condition. Hence offer is without any deviations to commercial terms and condition.
26. Allocation Chargeable Head mentioned in Indent.

S. N	Indent No. & Date	Consignee	Allocation	Indent quantity	Fund availability for 14-15	CP in original file	PB/LB item
Derailing Switch 1:8.5, 52 Kg(T-5836)							
1	44283025dt. 18.06.12 (CP-26)	KTT	Q-31-40	9*	Av (CP-386)	358/12-13	341/14-15
*Out of 64 indented quantity 09 quantity is taken in this tender.							

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) & N(List of fittings)

Yours faithfully

(K.K.Pali)
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 -

$$Ma = 40 \times (P0/100) \{ (S1/S0 \times (E1/100) - (E0/100) \}$$

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 ofper 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

(K.K.Pali)

Dy. CE (TP)

For and on behalf of President of India

List of fittings for Derailing Switch 1-8.5, 52Kg

S. N.	RDSO Drg. T-	Description	Requirement
	4869 to 4871	Bearing plate	1 each
1	5837 to 5839	Bearing plate	1 each
2	15561	Heel block	1
3	15562	Distance block	1
4	4878	Distance block	1
5	11627	Stop bolts 18 x 65	4
6	10456	Stops	1
7	10457	Stops	1
8	023 (M)	Spherical washer	4
9	11623	Bolts for MSSC comp 25 x 80	18
10	11624	Bolts for MSSC comp HLF HD 25 x 80	4
11	3912	Plate screw	144
12	083 (M)	Lug	2
13	5813	Slide chairs	20
14	10773	Single coil spring washer	186
15	11522	Bolt 25 x 270	1
16	11523	Bolt 25 x 280	1
17	11525	Bolt 25 x 300	1
18	11531	Bolt 25 x 360	1
19	3901	MS Plate	1
20	4711	MS Tie bar	2
21	5812 to 5812/2	Insulated tie bar (extended)	1 set
22	3902	MS Plates	3

In case of dispute ,numbers as mentioned in RDSO drawing will be taken final.

Yours faithfully

(K.K.Pali)

Dy. CE (TP)

For and on behalf of President of India