

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

No.WCRTP2014297/ TWS1:12,60Kg/571

Dt. 15.09.2015

M/s Calcutta Springs Limited
18, R.N.Mukherjee Road,,
Kolkata-700001
Phone No : 03322109542,03322109543
FAX No : 03322486987

Dear Sirs,

Sub: Tender no. WCRTP2014297 dt.21.10.14 opened on.23.12.2014 for Manufacture and Supply of **Thick Web switch 1:12, 60Kg RDSO Drg. No.T-6154** (with latest Alt.) Complete with fittings on PSC T/out and as per IRS Specification with latest alteration upto date of opening of tender.

Ref: - (i) E-Bid No. date 22.12.14.

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** Fabrication & supply of 10125 mm curved switches with Zu-1-60/60E1A1 thick web 880 grade tongue rails with elastic fasteners and spring operated setting device(RDSO-T/6216), complete with all fitting for 1 in 12, BG 60 Kg turnout for fan shaped layout on PSC sleepers (i.e. all fittings for switch portion as per sub assembly no. T-6155 with latest alterations) in accordance with RDSO's standard drawing no. T-6154 with latest alterations, excluding standard fish plates, fish bolts and nuts, E.R.clips, insulating liner and check rails.
Note:- Asymmetrical end forged rails required for fabrication of Thick Web Switches to be supplied by Indian Railway free of cost at nominated place, on submission of bank guarantee of amount equivalent to the cost of the rail supplied.

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 (₹)
Thick Web switch 1:12, 60Kg RDSO Drg. No.T-6154 (with latest Alt.)	KOTA	49	149000.00	12.5%	5%	10000.00	186006.25	9114306.25
Grand Total:-								91,14,306.25
₹ Ninety One lakhs Fourteen Thousand Three Hundred six and twenty five paise only.								

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

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** for Manufacture and Supply of **Thick Web switch 1:12, 60Kg RDSO Drg. No.T-6154** (with latest Alt.) Complete with fittings on PSC T/out and as per IRS Specification 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 12 months after issue of P.O (i.e. 14.09.2016). Pre-delivery will be permitted.
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 @12.5%
 - (ii) CST/VAT: - 5%
 - (iii) Freight: - Extra
 - (iv) 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.8 to 8.11 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 which ever 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. (In case of BG, the BG will be of 0.25% of BG amount stamp or as per state rule whichever is more)

15. **EMD** The firm is RDSO approved, hence exempted from remitting EMD as per clause No. 2.1 of additional special condition.
16. **Security Deposit for safety items** As per clause no. 2.2.1, 2.2.2 & 2.2.3. of “Additional special condition of contract for manufacturing and supply” the security deposit/performance Guarantee of amount ₹ 911500/- (Nine lakh Eleven thousand Five hundred 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 of 0.25% of BG amount stamp or as per state rule whichever is more)
Firm has submitted BG No-**0505215BG0000672 dt. 29.05.2015** for Rs. 9,11,500/-issued from SBI Trade finance CPC, Samridhi Bhawan, Block A, 7th floor No.1 Strand Road, Kolkata. Validity is up to 28.08.16.
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 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 not quoted any condition.

SN	Condition quoted by firm	Railway's Remark
1	ELIGIBILITY: We are RDSO approved manufacturer for 1 in 12, 60kg Fan Shaped Switches (Turnout Switches) in Part-I category. Scanned copy of our Certificate of approval No. QA/CT/PTX/TENDER /CSL dated 23.03.2012 is attached herewith wherefrom you will find that we are Part-I approved firm for all types of Switches including 1 in 12 Curved Switches.	Noted
2	CNC PLANO-MILLING MACHINE: We have already procured 13M Stroke Double Column Bridge Type CNC Plano Milling Machine for machining of Thick Web Switches from M/s. Nicolas Correa S.A. in evidence of our purchase, photocopy of invoice No.VMX20080202 dated 04.08.2009 is enclosed herewith. This machine is capable of handling of Thick Web Switches in the required length in one set up for milling operation in all X,Y & Z directions without handling/re-handling of Rail etc. Involved in fabrication of Tongue Rails. The complete details of the machine are furnished on a separate paper marked with Annexure-A. The machine has already been inspected by RDSO officials on 04.01.2012 and the same has been found satisfactory for Thick Web Switches and meet all the requirements as per Clause 16.3 of "INSTRUCTIONS TO THE TENDERERS IN REGARD TO SUPPLY OF P.WAY MATERIAL" of the tender documents. Scanned copy of certificate dated 04.01.2012 issued by RDSO, Lucknow is attached with our offer.	Noted
3	EARNEST MONEY: We are exempted from depositing any Earnest Money as we are an approved manufacturer and supplier of Fan Shaped Switches duly approved by RDSO, Lucknow in Part-I category. As we are RDSO approved supplier of Fan Shaped Switches no Earnest money is required to be furnished by us.	Accepted.
4	FREE SUPPLY OF RAILS: The end forged asymmetrical rails required for fabrication of ZU-1- 60/60E1A1 thick web tongue rails and normal 60kg UIC section rails for fabrication of Stock Rails shall be supplied by the Railways free of cost for which we shall be furnishing security in the form of Bank Guarantee for proportionate requirement of rails according to the delivery period. Rates have been quoted on the basis of receiving the free supply of required number of Asymmetrical end forged Rails type ZU-1-60/60E1A1 and 60Kg Ordinary Rails from Santragachi Depot of South Eastern Railway.	Accepted
5	PERFORMANCE STATEMENT: We have successfully supplied 1 in 12/60kg and 1 in 8.5/60kg Curved Switches against Purchase Orders placed by different Zonal Railways. Our performance statement of 1:12/60kg and 1 in 8.5/60kg Curved Switches supplied by us against these orders is attached with our offer.	Noted

SN	Condition quoted by firm	Railway's Remark
6	FREIGHT: We have quoted our rates in the prescribed e-tender schedule. Our prices quoted are on F.O.T. our works at Hoggly. However, Finished Thick Web Switches will be transported through Road Transport to the consignee and freight will be charged extra as indicated in the tender schedule.	Accepted.
7	ROAD PERMITS: Necessary Road permits / Way Bill exemption forms will be issued by the consignee on demand before dispatch of finished goods.	Accepted
8	ENTRY TAX: Entry Tax if leviable will be reimbursed by Railway on submission of documentary evidence not exceeding the provision laid down in the entry Tax Act.	Accepted as per clause no-5.4 of additional special condition of contract of tender document.
9	UNLOADING OF MATERIAL: Unloading of materials will be done by the consignee at the consignee's depot from the firm's vehicle. Unloading charges will be paid by the Railway.	Accepted
10	DELIVERY: Delivery shall be completed within 12 months from the date of issue of first lot of Rails required for manufacture of Thick Web Switches.	Accepted
11	INSPECTION: Materials will be supplied in complete sets duly inspected and passed by RDSO, Lucknow at our factory, prior to dispatch.	Accepted
12	SECURITY DEPOSIT: We will submit Bank Guarantee towards Security Deposit as per IRS condition of contract.	Accepted
13	NEW IMPOST (statutory Variation): Any statutory increase in the existing rate of taxes, duties, levies etc. or any new impositions by the order of the Govt. during the currency of the contract shall be on purchaser's account.	Accepted as per clause no-5.4 of additional special condition of contract of tender document.
14	ORDER IN HAND: We are now executing Purchase Order No. W.498/1/37/MUD/TWS 1 in 16/11-12/1/013A dated 10.02.2012 issued by South Central Railway for manufacture & supply of 1 in 16, 60Kg Turnout Thick Web Switches. Scanned copy of said P.O. is attached.	Noted

26. Allocation

Chargeable Head mentioned in Indent.

S. N	Indent No. & Date	cons	Allocation	Indent quantity	Fund availability for 15-16	PB item	Remark
1	044283054 dt. 30.08.12	KTT	Q-31-40	49*	Av	356/15-16 (40000 thousand)	*As per railway board directive out of 179 sets only 75 sets taken in this tender.
Out of 75 decided quantity by Rly Bd, 49 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(Price Variation Clause)

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 just preceding the month of the date of the opening of tender.**

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 just preceding the month of the date of the opening of tender.**

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

Iron & Semis 0.976

Ferro alloys 0.024

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 **month just preceding the month of the date of the 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.

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 **month just preceding the month of the date of the opening of tender**.

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 **month just preceding the month of the date of the 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.”

NOTE- Any offer with different PVC formula or quoting different base months or linkage with different indices or fixed rate etc. as compared to the PVC formula provided in the tender, will be summarily rejected.

Yours faithfully

(K.K.Pali)

Dy. CE (TP)

For and on behalf of President of India