

WEST CENTRAL RAILWAYPurchase Order

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

No.WCRTP2015307/ Imp SEJ,60 Kg/575

Date:-10.03.2016

M/s Hindusthan Engineering and Industries Ltd.
27, R.N Mukherjee Road,
Modi Building, Kolkata, West Bengal- 700001
Email : sdutt1952@gmail.com Cell No : 09903496516/9903496576
Fax No : 033-22481922

Dear Sirs,

Sub: Tender No. WCRTP2015307 dt.27.03.15 opened on 18.05.15 for Manufacture and supply of Improved Switch Expansion Joint, 60 Kg with RDSO Drg. No.T-6922 (BMW Type Design) and T-6902 (Rahee Type Design) with all fittings complete but excluding ERC, GRSP, fish plates, fish bolts and Nuts and GFN/Metal Liners and IRS specification T-10-2000 (with latest amendment)

Ref: This office Counter offer No.WCRTP2015307/ Imp SEJ,60 Kg dtd.08.12.15.

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:-

- 1 **Full description of Stores** Improved Switch Expansion Joint, 60 Kg RDSO Drg No. T-6902 (Rahee Type Design) with all fittings complete but excluding ERC, GRSP, Fish plate, Fish bolts and Nuts and GFN/Metal Liners and IRS specification T-10-2000 (with latest amendment) up to date of opening of tender.

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

Item	Consignee	Qty allotted (sets)	Basic rate (₹/set)	ED * Extra @	CST/VAT* Extra @	Freight Extra (₹/ set)	All incl. rate (₹/set)	Total cost (₹)
1	2	3	4	5	6	7	8	9
Imp. SEJ 60 Kg Drg. No. T-6902	JBP	53	108600.00	12.50	5.00	12118.00	140401.75	7441292.75
	BPL	95	108600.00	12.50	5.00	15000.00	143283.75	13611956.25
Total Cost	₹ Two Crore Ten Lakh Fifty Three Thousand Two hundred Forty Nine and Paise Zero only.							21053249.00

*ED, CST/VAT will be 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** Improved Switch Expansion Joint, 60 Kg RDSO Drg No.T-6902 (Rahee Type Design) with all fittings complete but excluding ERC, GPRS, Fish plate, Fish bolts and Nuts and GFN/Metal Liners and IRS specification T-10-2000 (with latest amendment) up to date of opening of tender.
6. **Terms of Delivery** Delivery of 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 **11 months** after issue of P.O. Supply will be made as under-
1st 50% quantity in 06 month i e up to 05.09.16
2nd 50% quantity in next 05 month i e up to 02.01.17
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 @12.50%
 - (ii) CST/VAT: - Extra @ 5.0%
 - (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** 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

- (i) As per Note No.6 of SECTION-II of Schedule of requirement, the new rails for the fabrication of Improved SEJ 60 kg, 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.
- (ii) Free supply of rails: - The manufacturer will be issued rails from the nearby 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.
- (iii) The firm/contractor will have to make his own arrangements for the loading, unloading and transportation of rails, from the locations mentioned above in S.N. 5 (iv) to their workshop/ premises.
- (iv) 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 01 month from the date of issue of Purchase Order. B.G. Should be made valid up to delivery period + one month, on stamp paper of valuing 0.25% cost of Bank Guarantee as applicable or maximum Rs.25,000/- on stamp paper for value of BG more than One core for cost of Rail as Security Deposit.
- (v) In case the BG is not submitted within 01 month, Railway may take action to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the contractor and in that event the provision of clause 0702 of IRS conditions of contract shall apply as far as applicable.
- (vi) The firm should note that no cutting with any type of gas is to be done during the process of fabrication of SEJs.
- (vii) The finished SEJs will be ultrasonically tested and inspected by RDSO/RITES and certificate issued for the same by the inspecting authority should be sent along with the dispatch of finished Switches. Before dispatch of SEJs, firm should ensure proper matching of Tongue and Stock rails, including all the fittings are fitted correctly.
- (viii) Firm should stencil the finished SEJs with their firm's name and date of manufacture in the red paint before dispatch.
- (ix) In case of rejection of stock and tongue rails or rails getting damaged at work, the cost of such rails shall be recovered at the price of new rails prevailing at the time of issue of rails or the price of rails prevailing at the time of rejection whichever is higher, in addition to usual codal charges.
- (x) Any additional rails required by the contractor due to fabricated set being rejected or due to damage/failure during fabrication will be recouped by the railway at the expense of the contractor.
- (xi) Excess rails lifted /received by the contractor and not utilized due to modification of the contract or because of any other reason should be returned to the railway as per the directions of purchaser.
- (xii) Rails will be issued, as per RDSO letter No. ED/Track RDSO letter No.CT/JW/3 dt.11.07.08, as under:-

IMPROVED SEJ-60Kg (T-6902) (For Rahee Type Design)

S.No	Rails	Qty	Length(mm)	Total length (mm)
1	Stock Rail	2 Nos	6180	12360
2	Tongue Rail	2 Nos	6780	13560
3	Gap avoid Rail	2 Nos	2380	4760
4	Check Rail 52 kg*	2 Nos	2700	5400

(*Check Rail 52 kg will be used for manufacture and supply of Improved SEJ-60Kg as per RDSO Drg. No. T-6902 for Rahee Type Design)

- (xiii) Over and above, what is indicated in (xiv) above, no extra rail will be issued. Out of the rail issued waste material produced including cut ends need not be returned to Railways. Rates are to be quoted accordingly.
- (xiv) On demand from purchaser up to 10% of quantity firm to manufacture and supply improved SEJ used in curve up to 2 Degree at the same rate. Nothing extra will be paid on this account.
15. **EMD** The firm is RDSO approved, hence exempted from remitting EMD as per clause No. 2.1.2 (A) of additional special condition of contract.
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 of Imp SEJ 60 kg Firm have to submitted security deposit (SD) in the form of **BG No.0093ILG011115 dtd.24.12.15 of Rs.10,00000/- (Ten Lakh)** within 30 (Thirty) days from the date of issue of Advance Acceptance letter (AAL) or acceptance of counter offer (as the case may be). Extension of time for submission of SD beyond 30days and up to 60 days from the date of issue of AAL may be given by a minimum JAG level officer, for which, a penal interest of 15% per annum shall be charged for the delay beyond 30 days, i.e. from 31st day from the date of issue of AAL. In case of successful tenderer fails to submit the requisite SD even after 60 days from the date of issue of AAL, the contract shall be terminated and penalty equivalent to the requisite SD of the contract shall be imposed and the same shall be recovered from the tenderer from its dues from anywhere on IR/PSUs/OTHER Govt. organizations.
The Security Deposit (SD)/Performance Guarantee shall be deposit with the Railway concern in the form of Demand Draft, FDR deposit & BG in favor of FA & CAO, West Central Railway, and Jabalpur-482001.
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 for arrives 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.
"RDSO's inspection & Consequent actions: Supplier being a Firm/Vendor approved by RDSO, shall abide by all the provisions of "General Guidelines for Vendor Development" of RDSO and its latest amendment, corrigendum etc. as published on RDSO's website under the link "vendor interface".
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 condition of contract and Railway's Remark:-

SN	Quoted Conditions	Remarks of TC
1	SVC applicable	Firm was ask to withdraw the condition vide letter dtd.12.06.15 and who have withdrawn the same vide letter dtd.26.06.15

26. Allocation: Chargeable Head mentioned in Indent.

S N	Indent No.	Allocation	Qty (Sets)	Law /Pink Book 2015-16	Original Indents	Fund Avail. 2015-16
JBP Division						
1	M S No. 03 dt.20.04.12 (CP-25)	21314104/ 21314204/ 21314304	21	PB-282	894 /2012-13	CP-607
2	M S No. 03 dt.10.05.13 (CP-27)		17	PB-218	881 /2013-14	CP-603
3	M S No. 04 dt.10.05.13 (CP-28)		3	PB-217	882 /2013-14	
4	M S No. 15 dt.24.06.13 (CP-37)		12	PB-349	892 /2013-14	
Total qty. in Sets in JBP Division =			53			
BPL Division						
1	54410845 dt.03.01.15 (CP-49)	21314204	95*	PB-214	910 /2013-14	CP-581
Total qty. in Sets in BPL Division =			95			

* For Indent No. 54410845 dt.03.01.15 the total Indent Quantity is 104 Sets. However 95 Sets are taken in this Purchase Order.

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) & 'M' (BG Format)

Yours faithfully

(Sanjay yadav)
Dy. CE (TP)/WCR
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:-

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

Where,

PI = Escalated/de-escalated price.

P0 = Accepted Basic Rate

S1 = The Index No. of wholesale price in respect of items “Iron & Semis” and “Ferro Alloys” Compiled by Economic Adviser, Ministry of industry website <http://eaindustry.nic.in> for the calendar month just preceding months prior to the call for inspection of the material. For instance, the material offered for inspection May 2015, the index No. of April 2015 will be applicable.

S0 = The above wholesale price index for “Iron & 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 just preceding months prior to the call for inspection of the material. For instance the material offered for inspection in May 2015, the index No. of April 2015 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	0.976
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 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 just preceding months prior to the call for inspection of the material. For instance, the material offered for inspection May 2015, the index No. of April 2015 will be applicable.

SO = The above wholesale price index for “Iron 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 just preceding 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.”

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

**(Sanjay Yadav)
Dy. CE (TP)/WCR
For and on behalf of President of India**

Schedule of material for one set Improved SEJ for long welded Rail (with 85 mm max:GAP) B.G 60 Kg on PSC Sleepers for Drg. No T-6902 (Rahee Type Design)

SN	Item	Drawing No	Quantity per set
1	Plate Screw	T-3915	20
2	Plate Screw	T-3916	20
3	Plain Washer for 25 dia Bolt		8
4	H.T.S. Bolt with Nuts 27 dia x 90	T-6909	8
5	Hardened washer for H.T.S Bolt	T-6912	8
6	Hardened washer for H.T.S Bolt	T-6913	8
7	Bolt 25 dia x 145 with S.C.S Washer	T-6911	30
8	Bolt 25 dia x 95 with S.C.S Washer	T-6910	20
9	Bolt 25 dia x 80 with S.C.S Washer	T-11623	10
10	MS Bracket	T-6908	2
11	MS Bracket	T-6907	2
12	MS Bracket	T-6906	10
13	MS Bracket	T-6905	6
14	C.I. Chair	T-6904	10
15	Check Rail (2700 mm) 52 kg	T-6903	2
16	Gap avoid rail Left (2380 mm)	T-6902/3	1
17	Gap avoid rail Right (2380 mm)	T-6902/3	1
18	Tongue Rail Left (6780 mm)	T-6902/2	1
19	Tongue Rail Right (6780 mm)	T-6902/2	1
20	Stock Rail Left (6180 mm)	T-6902/1	1
21	Stock Rail Right (6180 mm)	T-6902/1	1
22	Split Pin dia 6.3 x 40 mm Long		30
23	S.C.S washer	T-10773	40

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

Yours faithfully

**(Sanjay Yadav)
Dy.CE (TP)/WCR**

For and on behalf of President of India

Format of Bank Guarantee for security deposit on stamp of valuing 0.25% of Bank Guarantee for Security Deposit

Reserved Model form of Bank Guarantee Bond for Security Deposit

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt _____ hereinafter called “the said Contractor(s)” from the demand, under the terms and condition. Agreement dated _____ made between _____ and _____ for _____ (hereinafter called “the said agreement”), of security deposits for the due fulfillment by the said Contractor(s) of the terms and contained in the said Agreement, on production of at bank Guarantee for Rs _____ (Rupees _____ only) we _____ (hereinafter referred

(Indicate the name of the bank)

to as “the Bank”) at the request of _____ Contractor(s) do hereby undertake to pay to the Government in amount not exceeding of Rs. _____ against any loss or damage caused to or suffered or would be caused to of suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby under take to pay the amounts due and

(Indicate the name of the bank)

payable under this guarantee without any demur, merely on a demand from the Government stating the mount claimed due by way of loss or damage caused to or would be caused to suffered by the Government by reasons of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by the reasons of the Contractor(s) failure to perform the said Agreement. Any such demand on the bank shall be conclusive as regards the amount to an amount exceeding _____.

3. We undertake to pay the Government any money so demanded notwithstanding any dispute raised by the Contractor(s) Supplier(s) in any suit or proceeding pending before any court or Tribunal relating to our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of us liability for payment there under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained shall **(Indicate the name of the bank)**

remain in full force and effect during the period that would be taken for the performance of the said Agreement and in shall continue to be enforceable till all the due of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till _____ Office/Department, Ministry of _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all under this guarantee thereafter.

5. We _____ further agree with the Government that the
(Indicate the name of the bank)

shall have the fullest liberty without our consent and without affecting in any manner. Our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act to omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the construction of the Bank of the Contractor(s)/Supplier(s).

7. We _____lastly undertake not to revoke this guarantee during its currency

(Indicate the name of the bank)

Except with the previous consent of the Government in writing.

Dated the _____ day of _____ 200

or _____

(Indicate the name of the bank)

Yours faithfully

(Sanjay Yadav)

Dy.CE (TP)/WCR

For and on behalf of President of India