

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

Dt.10.01.2017

No.WCRTP2016338/ Curve Switch1:8.5,52Kg/627

M/s Cemcon Track Industries
8 kms stone,panipat road,
Mudlana village,Gohana,
Sonapat,Haryana-131306
Phone No : 01263-252867,9215000246, 09416014867,FAX No : 01263252867
Email ID : cemcontrack@yahoo.com

Dear Sirs,

Sub: Tender no. WCRTP2016338 dt.22.06.16 opened on 26.07.2016 for O.R. Fan Shaped Curved Switches 1:8.5, 52Kg (UIC) RDSO Drg. No.T-4866 (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) E-Bid No. date 25.07.16.

(ii) Your acceptance letter no.CTI/WCR/338 dt.22.11.16.

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:-

- Full description of Stores** O.R. Fan shaped Curved Switch for 1 in 8.5 T/O (B.G.) 52kg on PSC Sleeper to RDSO Drg. No. T-4866 with Latest alteration, and Specification IRS-T-10-2000 (With latest alterations) Complete with all parts as listed in the drawing including plate screw but excluding SSD, Grooved Rubber Sole Plates, Insulating Liners, Elastic Rail Clips, Fish Plates & Fish Bolts.

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

Item	Consignee SSE/PWay store.....	Qty (nos.)	Basic rate (₹/nos.)	*ED Extra@	*CST/VAT Extra @	Freight Extra (₹/nos.)	All incl. rate (₹/nos.)	Total cost (₹)
1	2	3	4	5	6	7	8	9
O.R.Fan Shaped Curved Switches 1:8.5,52 Kg. (UIC) RDSO Drg. No.T-4866	KTT	91	58800.00	12.5%	5%	4800.00	74257.50	67,57,432.50
Total Cost	₹ Sixty Seven lakhs Fifty seven thousand Four hundred Thirty two rupees and Fifty Paise only.							₹67,57,432.50
*CST/VAT will be reimbursed on submission of documentary evidence.								

- Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
- Bill Paying Officer** FA & CAO WCR, JBP.
- Name of Work** For manufacturing and supply of O.R. Fan Shaped Curved Switches 1:8.5, 52Kg (UIC) RDSO Drg. No.T-4866 (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 12 months after issue of P.O. Supply is as under-
1st 50% quantity in 07 month i e up to 09.08.2017.
2nd 50% quantity in next 05 month i e up to 09.01.2018
Pre-delivery 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 @12.5%
(ii) CST/VAT: - Extra @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** As per clause no. 7 of "Additional special condition of contract. full payment for a particular quantity/lot will be made after issue of R.O. and after complete receipt of material with all documents 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** As per clause no. 5.4 of "Additional special condition of contract. 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.7 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 0.25% of secured amount or as per state rule whichever is maximum.

15. **EMD** The firm is RDSO approved, hence exempted from remitting EMD as per clause No. 2.1.1 (A) & 2.1.2(A) 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 successful tenderer shall have to submit the requisite security deposit (SD) 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 30 days 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
The security deposit/performance Guarantee of amount ₹6,75,800/- (Six lakh Seventy five thousand Eight hundred only) in the form of Demand draft, FDR deposit or BG in favor of FA & CAO, West Central Railway, and Jabalpur-482001.
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. (stamped on minimum 0.25% of secured amount or Minimum required as per state law whichever is more).
Firm has submitted BG No.0226-BG0041-16 dt.13.12.16 for Rs.6,75,800/- issued by Punjab and Sindh Bank, Panipat. Valid up to 12.06.17.
17. **Octroi** As per clause no.5.3 of "Additional special condition of contract", 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** As mentioned in Additional special condition of contract No.11 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 vide clause-27 and 28 of "Instructions to Tenderers" in the tender schedule will be applicable.
23. **Rejection at destination** Rejection at destination shall be applicable, as clause 17 & 18 of special condition of contract of tender document.
- 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** M/s Cemcon track Industries Gohana (L1/Part-I) has quoted conditions but withdrawal their condition.

25. **Allocation** Chargeable Head mentioned in Indent.

S. N	Indent No. & Date	Indent quantity (set)	Allocation	Fund availability for 16-17	CP original file	PB/LB
	KTT					
1	44283025 dt. 18.06.12 (CP-12)	18****	Q-31-40	CP-260	358/12-13	421/16-17
	****Out of 85 indented quantity 67 sets taken in PO-524, 18 sets is being taken in this tender					
2	44283046 dt. 13.03.15 (CP-13)	73	Q-31-40	CP-260	433/15-16	431/16-17

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

(Sanjeev Kumar)
DyCE/TP

For and on behalf of President of India

Tender No. WCRTP2016338 dated 22.06.2016.

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 0.919

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 **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 –

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

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 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 at the **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.”

Yours faithfully

**(Sanjeev Kumar)
DyCE/TP**

For and on behalf of President of India

List of fittings for 1:8.5,52Kg Curve switches

S. N.	Description	RDSO Drg. T-	Qty (Set/Nos.)
1	Plate screw	3912	128
2	Single coil spring washer	10773	186
3	Bearing plate	4869 to 4874	1 each
4	Heel block	15561	2
5	Distance block	11562	2
6	Distance block	4878	2
7	Stop bolt 18 x 65	11627	8
8	Stops	11456	2
9	Stops	11457	2
10	Spherical washers	023 (M)	8
11	Bolts for MSSC comp. 25 x 80	11623	20
12	Bolts for MSSC comp. 25 x 80 Hlf HD	11624	4
13	Leading stretcher bar insulated	4885 & 4886	1 set
14	1st follower stretcher bar insulated	4887 & 4888	1 set
15	2nd follower stretcher bar insulated	4889 & 4890	1set
16	Lug	083 (M)	1
17	Bolt 25 x 270	11522	2
18	Bolt 25 x 286	11523	2
19	Bolt 25 x 300	11525	2
20	Bolt 25 x 360	11531	2
21	Turned bolt 18 x 75	11634	2
22	Turned bolt 18 x 80	11635	12
23	Bolts cut head 18 x 85	11636	12
24	MS Plate	3901	1
25	MS flat tie bar	4711	2
26	Check rails	4773	2
27	Insulated tie plate extended	5812 to 5812/2	1 set
28	Slide chairs	5813	20

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

Yours faithfully

(Sanjeev Kumar)

DyCE/TP

For and on behalf of President of India