Received PO
27/8/2025

भारत सरकार / GOVERNMENT OF INDIA
रेल मंत्रालय / MINISTRY OF RAILWAYS
(रेलवे बोर्ड / RAILWAY BOARD)

सत्यमेव जयते
Government of India

No. 2025/RS(I)/174/219/1952 **New Delhi, Dated: 26.08.2025**

M/s. Wabtec Texmaco Rail Private Ltd.,
F-192, Chowdhuri Para Road,
Belgharia, Paharpur Road,
Kolkata-700056.

Sub: Contract No. 2025/RS(I)/174/219/1952 dated 26.08.2025 for manufacture and supply of Friction Wedges.

Ref:
i. **E-Tender No. 2025RSI1743TC opened on 27.05.2025.**
ii. **Your e-offer against the tender.**
iii. **Board's Counter Offer No. 2025/RS(I)/174/3TC dt. 29.07.2025.**
iv. **Your Unqualified Acceptance letter No. WTR/25-26/FW/RB/ 174/3TC /01A dated 31.07.2025.**
v. **Copy of Bank Guarantee No. PEBCTM300667 dated 21.08.2025 submitted towards Security Deposit.**

1.0 The President of India, acting through the Principal Executive Director, Railway Stores (S), Ministry of Railways (hereafter called the 'Government') has decided to place an order on you for manufacture and supply of 74,249 nos. of Friction Wedges as per details given below:

2.0 Description, Specifications and Rates of items :

RSP Item No.	Description	Specification	Qty in Nos.	Basic Rate per Friction Wedge (In Rs.)
1	2	3	4	5
456/2024-25 & 504/2025-26	Friction wedge with specified range of coefficient of friction for Broad Gauge Freight Bogies.	CONTR-02-MISC.-2007 (Revision -02), Drawing no. WD-22055-S-5 (ALT-2) and space envelop drawing No.WX-10046 (ALT-03)	74,249	1,790/- (Rupees One Thousand Seven Hundred Ninety only).

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Total value of the contract: **Rs 15,68,28,738/- (Rupees Fifteen Crore Sixty Eight Lakh Twenty Eight Thousand Seven Hundred Thirty Eight Only). This total is inclusive of GST@18%.**

3.0 Goods and Services Tax (GST) : GST extra @18% will be reimbursed against documentary evidence.

The firm will have to submit the following certificate duly signed by Chartered Accountant/Cost Accountant at the time of passing of bills for payments :

"We hereby declare that additional set offs/input tax credit to the tune of ` _____ has accrued and accordingly, the same is being passed on to the Purchaser, and, to that effect, the payable amount may be adjusted".

3.1 **Statutory Variation**: Any statutory variation within the original contractual delivery period of the contract will be on purchaser's account.

3.2 **Entry Tax/Exit Tax/ Octroi Duty**: The Purchaser will not bear any Octroi charges, Entry Tax, Exit Tax etc. and if required will issue Octroi Exemption Certificate only. In event of Octroi Exemption Certificate not being honored by the concerned Municipal authority and Octroi charges become payable, the supplier will have to bear the Octroi charges in terms of IRS Conditions of Contract.

4.0 **Price Variation Clause** : Not applicable.

5.0 **F.O.R.:** Destination.

6.0 **Mode of Dispatch**: By Rail/ Road. Preferred mode of dispatch is by Road

7.0 **Place of Manufacture**: Wabtec Texmaco Rail Private Ltd, F-192, Chowdhuri Para Road, Belgharia, Kolkata, West Bengal-700056, India.

8.0 **Paying Authority**: PFA (RBC), Eastern Railway, Kolkata.

9.0 **Freight Charges:** No freight charges will be paid to the firm. Freight charges upto destination shall be borne by the firm.

10.0 **Payment Terms:** As per Clause 8.0 of the General Tender Conditions of bid document.

10.1 90% payment for the stores or each consignment thereof will be made against Inspection Certificate and proof of dispatch. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material in good condition at consignee's end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR/ PWB may be considered as the proof of dispatch.

10.2 Balance 10% payment will be made on receipt and acceptance of stores by the consignee, signed by granting of Receipt Note. In other words, balance 10% payment shall be made against Receipt Note. This balance 10% payment will be made subject to submission of Performance Bank Guarantee by firm for 10% value as per 'Annexure-X1' of Tender Document, fully indemnifying the Purchaser against all losses incurred by the purchaser during the guarantee period stipulated in warranty clause.

10.3 **Bank Details of the firm:**

a) Name of the Bank – HSBC

b) Bank Account Number – 031750664001

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c) IFSC Code – HSBC0700004

11.0 **DELIVERY:** Delivery Period of 3 Tranches of quantity against this tender will be as under:

Quantity	Delivery Schedule	Remarks
1st Tranche of 1/3rd quantity order	To be completed within 6 months from the date of issue of purchase order.	To be dealt as Severable contracts with separate Performance Security BG for each tranche delivery with validity and release provisions built in accordingly.
2nd Tranche of 1/3rd quantity order	To be completed within 12 months from the date of issue of purchase order.	
3rd Tranche of 1/3rd quantity order	To be completed within 18 months from the date of issue of purchase order.	

Note: Normally, extension in Delivery Period if any, will NOT be without Liquidated Damages (Clause 0702 of IRS conditions of contract) as there is no dependence on Railways.

12.0 **Consignee Particulars**: Consignee particulars against the subject contract are as per Annexure-A.

13.0 **Liquidated Damages**: Recovery of Liquidated Damages (LD) shall be levied @ 1/2% (half percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in Supply Contracts is 10% (ten percent) of the value of contract irrespective of delays, unless otherwise provided, specifically in the contract.

14.0 **Force Majeure Condition :**

Force Majeure means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes, however, it should not be used by a party to effectively escape liability for bad performance.

If there is delay in performance or other failures by the contractor to perform its obligation under its contract due to event of a Force Majeure, the contractor shall not be held responsible for such delays/failures.
If a Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.

If the performance in whole or part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

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There may be a Force Majeure situation affecting the purchase organization also. In such a situation, the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

15.0 **PAYMENT & MAINTENANCE OF ACCOUNTS**: Paying Authority indicated in para 8.0 will maintain account and arrange all the payments in terms of para 2300 and 2302 of the Indian Railway Standard Condition of the Contract.

16.0 **PACKING:** As per Clause 11 of Specification.

17.0 **OPTION:** The purchaser reserves the right to increase the quantity by 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable extension in delivery period.

18.0 **WARRANTY/GUARANTEE & Marking:** The offered design of Friction Wedge shall be guaranteed for a period of five years (sixty months) from the month and year of manufacture. The guarantee shall cover design, material and workmanship. The vendor shall replace complete Friction Wedge failed during guarantee period to the depot raised claim at his own expense and within reasonable time with intimation to Director General (Wagon), RDSO, Manak Nagar, Lucknow-226011.

Premature failure of the wedge shall be reported by wagon depot/sick line to the vendor with copies to QA Directorate, RDSO, Lucknow. Whenever repeated failures are reported, firm shall investigate and come up with satisfactory reasons of failure and take remedial action to improve the quality.

Linking performance of the Friction Wedges with maintenance condition of bogie and Indian Railways operating conditions etc. Shall not be accepted.

Following shall be treated as failures for under guarantee/ warrantee replacement:

1. Damage/deformation in metallic casting and flatness in its slope surface.
2. Damage/Chipping off of non-metallic/composite part.
3. Excess wear (more than 7 mm) in non-metallic/composite part.
4. Bond failure or separation of non-metallic/composite part (more than 25%) from metallic casting.

Marking on each Friction Wedge as given below shall be done by embossing/engraved letter size of at least 6mm on non-wearing surfaces as follows during manufacturing process itself. Stamping/punching and marking by any other method after manufacturing shall not be permitted.

1. Drawing number
2. Manufacturer's initial trade mark.
3. Month and year of manufacture.

The embossing/engraved letter shall be of the size and at location shown in the drawing approved by RDSO".

19.0 **Security Deposit :** The firm was required to submit ₹78,41,437/- (Rupees Seventy Eighty Lakh Forty One Thousand Four Hundred Thirty Seven only) as Security Deposit with the Paying Authority against the subject contract. The firm has submitted a Bank Guarantee No. PEBCTM300667 dated 21.08.2025 (valid upto 31.10.2027 and claim period upto 31.10.2027) issued by HSBC Bank Limited in favour of M/s. Wabtec Texmaco Rail Pvt. Ltd. to the President of India acting through Government of India, Ministry of Railways, Railway Board, New Delhi for ₹78,41,437/- (Rupees Seventy Eighty Lakh Forty One Thousand Four Hundred Thirty Seven only). As and when an amendment is issued to the contract, the firm shall, within 15 (Fifteen days) of the receipt of such an amendment will furnish to the Paying Authority an amendment to the BG rendering the same valid for the contract as amended. In case of failure on your part to

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execute the contract save Force Majeure Conditions, the above Security Deposit shall be forfeited.

20.0 **INSPECTION:** Inspection will be done by Third Party Insection (TPI) Agency as per Board's Circular No. 2022/RS(G)/779/8 dated 04.01.2023. At least four weeks' notice must be given to the Inspecting Authority to enable them to arrange inspection.

20.1 The material shall be dispatched by the contractor to the respective consignee within or outside the state as per consignee allocations to be issued by the DRS/W, Railway Board, New Delhi on behalf of purchaser.

20.2 Monthly progress report of supplies should be submitted indicating supplies made during the month, cumulative supplies upto the month & quantity outstanding. The progress report should reach this office by 7th of every month.

21.0 **Settlement of Disputes (ARBITRATION):** The contract will be governed by the arbitration clause with amendments as specified in the Railway Board's letter No. 2018/TF/Civil/Arbitration Policy dated 12.12.2018 attached as Annexure-I of the bid document.

22.0 **Terms and Conditions:** The contract shall be governed by Indian Railway Standard Conditions of the Contract, conditions indicated in bid document in so far as these are not inconsistent with the conditions given herein before.

23.0 The contract is issued by order and in the name of the President of India.

24.0 One copy each of the contract duly signed by the Contractor or on his behalf by his duly authorized representative with each page initialed be returned within 5 days from the date of issue of this contract to Principal Executive Director, Railway Stores (Steel), Ministry of Railways (Railway Board), Rail Bhavan, New Delhi, Inspecting Authority and Paying Authority.

Yours faithfully,

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(Amit Kumar)
Director Railway Stores(W)
For and on behalf of the President of India

No. 2025/RS(I)/174/219/1952 **New Delhi, Dated: 26.08.2025**

Copy to:-

1) **PFA (RBC), Eastern Railway, Kolkata**- for information and necessary action in terms of para 2.0, 3.0, 9.0, 10.0 & 19.0 (submission of SD) of subject contract read with other relevant clauses. Payment for supplies made against the subject contract should be debited to RSP No. indicated in Column 1 of Para 2 of the subject contract.

2) **ADAI (Railways),** Mathura Road, New Delhi.

3) **Director of Audit**, Eastern Railway, Kolkata.

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For Member (Finance)/ Railways

No. 2025/RS(I)/174/219/1952 **New Delhi, Dated: 26.08.2025**

Copy forwarded to:-

1) CMM/G, 3-Koilaghat Street, Kolkata-700001.
2) Director General (I&L), RDSO, Manak Nagar, Lucknow-226011.
3) EDQA/RDSO, Manak Nagar, Lucknow - It is requested to authorize a representative for pre dispatch inspection at the manufacturing premises of the firm, before dispatch.
4) Director Standards/ Wagon, RDSO, Manak Nagar, Lucknow-226011.
5) Director (I&L), RDSO, Manak Bhawan, Shivaji Bridge, New Delhi-110001.
6) A/Cs. IV(BO), RS(B), F(S)I, RS(T) Branches of Board's office.

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(Amit Kumar)
Director Railway Stores(W)

ANNEXURE-A

Concerned officer- Sr. Section Engineer (Mechanical).

Consignee particulars for the quantity of 74,249 nos. Friction Wedges (in Tranches) against the subject contract are as under:

Rly.	Depot	1st Tranche Quantity	2nd Tranche Quantity	3rd Tranche Quantity	Total Quantity
ECoR	Visakhapatnam Central Sick Line (VSKP-CSL)	3294	3293	3293	9880
	Visakhapatnam Ore Exchange Yd (VSKP-OEC)	2438	2439	2439	7316
	Paradeep (PRDP)	568	568	568	1704
	Visakhapatnam Steel Plant Siding (VSPS)	3736	3736	3736	11208
ECR	Barwadhi Jn (BRWD)	906	907	907	2720
ER	Naihati (NH)	1111	1111	1110	3332
	Andal (UDL)	3152	3152	3152	9456
	Jamalpur Work Shop (JMPW)	1285	1285	1286	3856
NFR	New Bongaigaon Workshop (NBQS)	293	293	294	880
SR	Jolarpettai (JTJ)	821	822	822	2465
	Tondiarpet Marshalling Yard (TNPM)	848	848	848	2544
	Perambur Work Shop (PER)	1006	1005	1005	3016
SWR	Hosapete (HPT)	4568	4568	4568	13704
	Whitefield Satellite Goods Terminal (SGWF)	723	723	722	2168
TOTAL		**24749**	**24750**	**24750**	**74249**

Consignee Railway may be changed by the purchaser before supply, if required.

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