

**WEST CENTRAL RAILWAY****Purchase Order**

**HEAD QUARTER OFFICE  
ENGG. BRANCH, 2<sup>nd</sup> FLOOR,  
NEAR INDIRA MARKET,  
JABALPUR.**

No. WC RTP2015327/Plate Screw/622

Date-04.01.2017

**M/s Rungta Engineering Company Pvt. Ltd,  
Kolkata, 49 A, Hindustan Park,  
Kolkata-700029  
Fax No:- 033-24639238, Mob No:-09830204105  
Email ID:-rungtaengineering@yahoo.co.in**

Dear Sirs,

**Sub:** Tender No. WC RTP2015327 dtd.23.12.15 opened on 15.02.16 for Manufacture and supply of Different types of Bolts and Nuts (with washers as per annexure) with RDSO Drg. No. and specification/T-23 with latest amendment issued up to the date of opening of Tender and Plate Screw as per annexure per RDSO Drg. No. T-3912 and IRS specification T-16 with latest amendment issued up to the date of opening of Tender.

**Ref:** AAL No.WC RTP2015327/ Plate Screw dt.14.07.16

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For and on behalf of the President of India, the Principal Chief Engineer, West Central Railway is pleased to issue 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** Manufacture and supply of Plate Screw as per annexure per RDSO Drg. No. T-3912 and IRS specification T-16 with latest amendment issued up to the date of opening of Tender.

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

Item	Consignee	Qty allotted (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
Plate Screw (T-3912)	JBP	14112	23.25	12.50	5.00	2.10	29.56	417150.72
<b>Total</b>	<b>₹ Four Lakh Seventeen Thousand One Hundred Fifty and Paise Seventy Two only.</b>							<b>417150.72</b>

\*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** Manufacture and supply of Plate Screw as per annexure per RDSO Drg. No. T-3912 and IRS specification T-16 with latest amendment issued up to the 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 **06 months** after issue of P.O. Supply will be made as under-  
1<sup>st</sup> 100% quantity in 06 month i.e up to **dtd.03.07.2017**  
Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
8. **Inspection** The inspection shall be done by **Consignee Railway/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 @12.50%
  - (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. **EMD** The firm is RDSO/NSIC approved, hence exempted from remitting EMD as per clause No. 2.1.2 (A) of additional special condition of contract.

- 15 **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 Plate Screw (T-3912) Firm have submitted the requisite security deposit (SD) in the form of BG No.0027IGPER000816 dtd.03.08.16 for Rs.41,800/- (Rs. Forty One Thousand Eight Hundred only) 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.
16. **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.
- 17 **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).
- 18 **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.
- 19 **Option to vary the ordered quantity** As mentioned in Additional special condition of contract No.10.
- 20 **Force Majeure Clause** Railway’s Standard Force Majeure Clause, as per tender schedule shall be Applicable.
- 21 **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.
- 22 **Rejection at destination** Irrespective of the inspection carried out by the nominated inspection agency and passing of the inspected store, the consignee shall have the right to verify the quality of each consignment at his end, reject the defective supplies and seek replacement within 21 days after due notice in writing. The defective goods shall be lifted by the Suppliers and matching replacement arranged at his cost within a maximum period of 21 Days from the date of such notice sent by the consignee.
23. **Guarantee**

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 All replacements that the Purchaser shall call upon the Contractor to deliver this guarantee shall be delivered by the Contractor promptly and satisfactorily.
- 23.5 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.
- 23.6 The decision of the Purchaser in regard to Contractor’s liability under this guarantee shall be final and conclusive.
24. **Special condition of contract and Railway’s Remark:-**  
Firm M/s Saroda Engineering concern-Howrah has quoted special condition. Vide this office letter dtd.27.06.16 sent through email the firm was asked to withdraw these special conditions and the same has been withdrawn by the firm vide letter no. SEC/WCRTP2015327/B&N/37/16-17/ dtd.28.06.16

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

**Plate Screw (T-3912):-**

S N	Name of material	Drg. number	Indent No. & Date	Division	Unit	Qty.	Allocation	Original Indents	FA for the year LB/PB 2016-17
4	Plate Screw	T-3912	MS-001 dt.16.04.13 (CP-117 & 118)	JBP	Nos.	9840	04221028	422/2013-14	(CP-445)
5	Plate Screw	T-3912	03785-26 dt.20.05.13 (CP-97)	JBP C	Nos.	472	20154304	346/2013-14	(CP-476)
6	Plate Screw	T-3912	BSDL/03785023 dt.02-04-14 (CP-105)	JBP C	Nos.	2200	20164104	645/2013-14	(CP-476)
7	Plate Screw	T-3912	SSGJ/03785023 dt.30-04-13 (CP-104)	JBP C	Nos.	1600	43164104	681/2013-14	(CP-476)
<b>Total Qty. In Nos. (JBP Div.+Cons)=</b>						<b>14112</b>			

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) & 'M' (BG Format)

**Yours faithfully**

**(M. L. Jain)**

**XEN(TP)/WCR/JBP**

**For and on behalf of President of India**

(Part of Annexure-‘G’ clause 8 of additional special conditions)

PRICE VARIATION

Tender No.WCRTP2015327 dated 23.12.2015

PRICE VARIATION CLAUSE:- PVC Formula for Plate Screw

(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 & 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 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 Steel and Ferro Alloys for working out the composite index is as follows:

Iron & Semis	0.919
Ferro alloys	0.080

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 the 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 Steel 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 Steel 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 of .....per MT/SET 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**

**(M. L. Jain)**

**XEN(TP)/WCR/JBP**

**For and on behalf of President of India**