

WEST CENTRAL RAILWAY

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

Dated- 19.01.2012

PURCHASE ORDER

No. WCR/TP/2011/179/GFN/344

TO,

**M/s- Adinath Industries,
224, SECTOR -7, SIDCUL
Industrial Area, New Delhi
India-249403**

Dear Sirs,

Sub: Tender No. WCRT2011179 Dated 27.04.2011 open on 07.06.2011 for manufacture and supply of GFN Liner 52 Kg (RDSO Drg no. T-3702) and 60 Kg (RDSO Drg. T-3706).

Ref: (i) E-Bid no. Nil dated 07.06.2011

(ii) Negotiation letter no. ADI/GFNL/Negotiation/WCR/11-12 dated 16.09.2011

(iii) Your acceptance letter no. ADI/GFNL/WCR/Counter Offer/2011-12 dated 31.10.2011.

For and on behalf of the President of India, the 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	Manufacture and Supply of for manufacture and supply of 52 Kg (RDSO Drg. No.T-3702) & GFN 60 Kg (RDSO Drg. T-3706) and as per specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 2 of January-2009
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2. Quantity, Consignee, Rate & Total cost: as shown below.

Item No.	Description of Item	Consignee- SSE P. way Depot) Store	Unit	Qty.	Basic Rate (Rs.)	ED	CST/VAT @ 4.5% (Rs.)	Freight (Rs.)	All Inclusive unit rate (Rs.)	Total cost (Rs.)
1.	GFN Liner 60 Kg (RDSO Drg. T-3706) and as per specification	JBP	Nos.	27,952	7.88	Nil	0.35	0.25	8.48	2,37,032.96
		BPL	Nos.	1,57,286	7.88	Nil	0.35	0.25	8.48	13,33,785.28
		KTT	Nos.	2,28,587	7.88	Nil	0.35	0.25	8.48	19,38,417.76
<i>Total</i>										35,09,236.00
2.	GFN Liner 52 Kg (RDSO Drg. T-3702) and as per specification	JBP	Nos.	31,212	7.97	Nil	0.36	0.25	8.58	2,67,798.96
		BPL	Nos.	64,113	7.97	Nil	0.36	0.25	8.58	5,50,089.54
		KTT	Nos.	47,933	7.97	Nil	0.36	0.25	8.58	4,11,265.14
<i>Total</i>										12,29,153.64

3. **Bill Passing Officer** Dy. Chief Engineer (TP) WCR (HQ) JBP.
4. **Bill Paying Officer** FA & CAO WCR, JBP.
5. **Name of Work** Tender No. WCRTP2011179 Dated 27.04.2011 for manufacture and supply of GFN Liner 52 Kg (RDSO Drg no. T-3702) and 60 Kg (RDSO Drg. T-3706) and as per specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 2 of January-2009
6. **Terms of Delivery** FOT/FOR destination. The material will be delivered by road/rail up to the depot of consignee.
7. **Delivery Period** Full ordered qty. to be supplied with the period of 09 months after issue of P.O. Predelivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
Ist 50% quantity in 05 month i e up to 18.06.2012
Last 50% quantity in 04 month i e up to 18.10.2012
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: Nil
(ii) Sales Tax /VAT: - At present rate is 4.5%.
(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, Excise duty and Octroi levied as statutory duties 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** PVC will be applicable as per clause No. 8 of additional special condition 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 on RDSO's approved list Manufacture and Supply of GFN Liner 52 Kg (RDSO Drg no. T-3702) and 60 Kg (RDSO Drg. T-3706) and as per specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 2 of January-2009

- 15. Security Deposit for safety items** The firm is on RDSO's approved list of Manufacture and Supply of GFN Liner 52 Kg (RDSO Drg no. T-3702) and 60 Kg (RDSO Drg. T-3706) and as per specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 2 of January-2009. As per clause No. 2.2.1 of additional special condition of contract, you have submitted the Security deposit (SD)/ Performance Guarantee in the form of Demand Draft, FDR deposit or BG in favour of FA & CAO, West Central Railway Jabalpur for Rs. 4,73,900/- (**Four lakh, Seventy Three Thousand Nine Hundred only**). The Security deposit/performance Guarantee shall be valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of stores. (Firm has submitted B. G. no. 6042IFIBG11052 dated 02.12.2011 for Rs. 4,73,850/- valid up to 06.10.2012 which is 10% of the P.O value as required in terms of para 2.2.3 of additional special condition of contract)
- 16. Octroi** Necessary Octroi exemption certificate will be issued however if any "Octroi charges are leviable that 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 duly signed and hence accepted IRS condition of contract up to date.
- 19 Option to vary the ordered quantity** As mentioned in special condition 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 vide clause-25 and 26 of "Instructions to Tenderers" in the tender document will be applicable.
- 22 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.

23. Allocation Chargeable Head mentioned in Indent.

GFN Liner, 52 Kg (T-3702)

S.N.	Qty in Nos.	Indent No. & Date	Allocation
Jabalpur			
1	23440	M. S. No. 12 dt 29.01.09	21314104, 21314204, 21314304
2	50000	M. S. No. 06 dt 13.05.10	04221028
Bhopal			
1	1382	54410349 dt. 30.12.09	213142
2	20950	54410348 dt. 31.12.09	213142
3	44352	54410341 dt. 25.07.2009	DRF 213141
4	4870	54410373 dt. 01.01.11	0421320,0422326,0425320
5	48700	54410357 dt. 02.06.10	0421320,0422328,0425320
6	6000	2641-0906 dt. 03.05.10 (Const)	Extn. of platforms for 24/26 coaches at (20 stns) 3423536204
7	6600	2641-0883 dt. 03.05.10 (Const)	Extn. of platforms for 24/26 coaches at (7 stns) 3323536204
8	18000	2641-0852 dt. 03.05.2010 (Const)	Development of Model Freight terminal at PRKD-1521366204
Kota			
1	12320	44283070 dt. 28.02.09	Q 31-41
2	24640	44283042 dt. 08.03.10	Q 31-41
3	55200	KTT-RTA/3. Crossing /Stn/49840916 dt. 04.05.09 (Const.)	P-1642-05 3 Crossing /Stn KTT-RTA
4	12000	KTT/S/NKG/49841023 dt. 22.07.10 (Const.)	20114205
5	8624	KTT/RRL/49841014 dt.04.11.10 (Const)	20164105

GFN Liner, 60 Kg (T-3706)

S.N.	Qty in Nos.	Indent No. & Date	Allocation
Jabalpur			
1	20000	M. S. No. 06 dt 13.05.10	04221028
2	63855	M. S. No. 01 dt 01.04.2010	21314104, 21314204, 21314304
Bhopal			
1	80	54410349 dt. 30.12.09	213142
2	131314	54410341 dt. 25.07.2009	DRF 213141
3	121184	54410373 dt. 01.01.11	0421320,0422326,0425320
4	121184	54410357 dt. 02.06.10	0421320,0422328,0425320
5	13920	54410358 dt. 04.06.10	213142
6	2404	54410355 dt. 24.04.10	DRF 213141
7	31009	54410354 dt. 24.04.10	DRF 213141
8	4276	54410350 dt. 30.12.09	DRF-213142 (80+80+4116=4276)
9	240	54410347 dt. 29.12.09	DRF-213142

			(80+80+80 = 240)
10	46248	54410346 dt. . 29.12.09	DRF-213142
Kota			
1	75000	44283045 dt. 08.03.10	Q 31-41
2	500000	44283018 dt. 28.12.09	Q 31-41-5
3	12320	44283071 dt. 8.02.09	Q 31-41
4	8100	44283044 dt. 16.10.08	Q 31-41
5	12340	44283039 dt. 29.09.08	Q 31-40
6	18000	KTT-RTA/3 Crossing Station/49840915 dt. 04.05.09 (Const)	P.164205 3 Crossing Station Bet. KTT-RTA
7	48000	RMA-JLW/S/49841047 dt. 21.07.10 (Const.)	20114205
8	12000	KTT/S/NKRA/49841022 dt.22.07.10 (Const.)	20114205

24. Special condition quoted by firm & Railways remarks is as under

SN	Conditions Quoted by the Tenderer	Relevant tender conditions
1	Offer valid up to: 120 days i.e. up to 05.10.11	Not accepted , para 12.0 of additional special condition shall be applicable
2	Mode of dispatch: Road	Accepted , para 6.0 of additional special condition shall be applicable
3	FOR: Destination	Accepted
4	Inspection: RDSO	Accepted , para 4.0 of additional special condition shall be applicable
5	Delivery period: As per tender schedule	Accepted , as per para 9.0 of instructions to tenderer and annexure 'B'
6	Delivery schedule: As per tender schedule	Accepted : Delivery schedule shall be as per annexure 'B'
7	Payment terms: As per tender schedule	Accepted

The contract shall be governed by Indian Railway Standard Conditions of contract (latest revision) with amendments, Invitation to tender and Instructions to Tenderers, Additional Special conditions and Instructions for quoting the 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

Yours faithfully

(Dinesh Chand)
Dy. CE (TP)
For and on behalf of President of India

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

Tender No. WCRTP2011179 Dated 27.04.2011

PRICE VARIATION CLAUSE

PVC will be applicable as per tender document. PVC formula is

$$\mathbf{P1= \{P0/100\}*(20+52 C1/C0+14L1/L0+14F1/F0)}$$

P0 = contract unit rate as accepted.

P1 = Escalated/De-escalated rate.

C1 = Wholesale price index for plastic products (as per series 2004-05 published by the Economic Advisor, Ministry of Industry website <http://eaindustry.nic.in>) prevalent during the month just preceding the month of inspection.

C0 = Wholesale price index for plastic products (as per series 2004-05 published by the Economic Advisor, Ministry of Industry website <http://eaindustry.nic.in>) prevalent during the month in which tender has been opened.

L1 = The All India Consumer Price Index for Industrial Labour during the month just preceding the month of inspection (as per Labour Bureau, Ministry of Labour website <http://labour bureau.nic.in>)

L0 = The All India Consumer Price Index for Industrial Labour during the month of opening of tender (as per Labour Bureau, Ministry of Labour website <http://labour bureau.nic.in>)

F1 = Wholesale Price Index of Fuel & Power as per series 2004-05 published by Economic Advisor, Ministry of Industry website <http://eaindustry.nic.in> prevalent during the month just preceding the month of inspection.

F0 = Wholesale Price Index of Fuel & Power as per series 2004-05 published by Economic Advisor, Ministry of Industry website <http://eaindustry.nic.in> prevalent during the month in which tender has been opened.

(Dinesh Chand)
Dy. CE (TP)
For and on behalf of President of India

25. Guarantee:

25.1 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.

25.2 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.

- 25.3** 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 which ever is earlier, except in respect of defects notified to the Contractor prior to the expiry of such date.
- 25.4** All replacements that the Purchaser shall call upon the Contractor to deliver this guarantee shall be delivered by the Contractor promptly and satisfactorily.
- 25.5** 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.
- 25.6** The decision of the Purchaser in regard to Contractor's liability under this guarantee shall be final and conclusive.