

WEST CENTRAL RAILWAY

PURCHASE ORDER

No. WCR/TP/2011/179/GFN/371

TO,

**M/s- Adinath Industries,
224, SECTOR -7, SIDCUL
Industrial Area, Haridwar-249403
(Uttarakhand)**

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

Dated 27.06.2012

Dear Sirs,

Sub: Tender No. WCRT2011179 Dated 27.04.2011 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 11.01.2012

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) 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 Inclusive @ 4.5% (Rs.)	Freight (Rs.)	All Inclusive unit rate (Rs.)	Total cost (Rs.)
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
Twelve lakh, Twenty Nine thousand, One hundred Fifty Three and Sixty Four Paisa only										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. WCRTTP2011179 Dated 27.04.2011 for manufacture and supply of GFN Liner 52 Kg (RDSO Drg no. T-3702) 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 26.11.2012
Last 50% quantity in 04 month i e up to 26.03.2013
8. **Inspection** The inspection shall be done by RDSO/RITES or Railway representative 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: - Inclusive, 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 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** You have submitted bank guarantee No. 6042IFIBG120005 dated 29.03.2012 for Rs. 1,23,000/- issued by Bank of India, New Delhi Overseas Branch, Vijaya Building, 17, Barakhamba Road, New Delhi, valid up to 22.11.2012 towards security deposit/performance Guarantee. As per clause no. 2.2.3. of “Additional special condition of contract for manufacturing and supply” 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.
- 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
- 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-25 and 26 of “Instructions to Tenderers” in the tender document 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.
- 24. Allocation** Chargeable Head mentioned in Indent.

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	*5236	44283014 dt. 01.04.11	Q 31-45
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
* Out of 40342 nos. indented item 5236 nos. in included in this P O			

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

SN	Conditions Quoted by the Tenderer	Relevant tender conditions
1	Mode of dispatch: Road	Accepted , para 6.0 of additional special condition shall be applicable
2	FOR: Destination	Accepted
3	Inspection: RDSO	Accepted , para 4.0 of additional special condition shall be applicable
4	Delivery period: As per tender schedule	Accepted , as per para 9.0 of instructions to tenderer and annexure 'B'
5	Delivery schedule: As per tender schedule	Accepted : Delivery schedule shall be as per annexure 'B'
6	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. May please accept counter offer within 07 days.

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