

**WEST CENTRAL RAILWAY**

**PURCHASE ORDER**

No. WC RTP2011196/G F N/395

HEAD QUARTER OFFICE  
ENGG. BRANCH, 2<sup>nd</sup> FLOOR,  
NEAR INDIRA MARKET,  
JABALPUR  
Dated 19.12.2012

**M/s Industrial Components Industries**  
**16H/1B Khanpur Road Bansdroni Naktala**  
**Kolkata-700047**  
Phone No. 33-24712477  
Cell No. – 983001771, 09831026889

Dear Sirs,

**Sub:** Tender WC RTP2011196 Dated 19.12.11 opened on 30.01.2012 for Manufacture and supply of Cut G. F. N. Liner 52 Kg, 60 Kg and Combination liner 60/52 Kg as per Drg. No. CTE/03/WCR/JBP (copy enclosed) and as per specification GFN-66 insulating liners No. T-44-1995 with latest corrigendum no. 3 of Dec 2010 and latest amendment issued up to the date of opening of the tender.

**Ref:** Your acceptance letter no. ICI/79/2012-13 dated 16.07.12

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.	<b>Full description of Stores</b>	Manufacture & Supply of Cut G. F. N. Liner 52 Kg, 60 Kg and Combination liner 60/52 Kg as per Drg. No. CTE/03/WCR/JBP as per IRS specification (with latest alteration)
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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 (₹ /no.)	E D Extra	CST/ VAT Extra	Freight (₹ /no.)	All Inclusive Rate (₹ /no.)	Total cost (₹ )
1.	Cut G. F. N. Liner for 52 Kg as per as per Drg. No. CTE/03/WCR/JBP	JBP	Nos.	125000	7.06	12.36%	13.5%	0.10	9.10	1137500.00
		BPL	Nos.	120000	7.06	12.36%	13.5%	0.10	9.10	1092000.00
		KTT	Nos.	108000	7.06	12.36%	13.5%	0.10	9.10	982800.00
<b>Total</b>										<b>3212300.00</b>
2	Cut G. F. N. Liner for 60 Kg as per as per Drg. No. CTE/03/WCR/JBP	JBP	Nos.	140000	6.90	12.36%	13.5%	0.10	8.90	1246000.00
		BPL	Nos.	193000	6.90	12.36%	13.5%	0.10	8.90	1717700.00
		Kota	Nos.	173000	6.90	12.36%	13.5%	0.10	8.90	1539700.00
<b>Total</b>										<b>4503400.00</b>

3	Cut G. F. N. Liner (Combination) 60/52 Kg as per Drg. No. CTE/03/WCR/JBP	JBP	Sets	175000.00	19.37	12.36%	13.5%	0.20	24.90	4357500.00
<b>Total</b>										<b>4357500.00</b>
<b>Grand Total (₹) 12073200.00</b>										
<b>Rs. One Crore Twenty lakh Seventy Three Thousand Two Hundred only.</b>										

**ED and 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 & Supply of Cut G. F. N. Liner 52 Kg, 60 Kg and Combination liner 60/52 Kg as per Drg. No. CTE/03/WCR/JBP (Copy enclosed) as per IRS specification (with latest alteration)
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 with the period of 06 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 03 months i e up to 18.03.2013  
II<sup>nd</sup> 50% quantity in 03 months i e up to 18.06.2013
8. **Inspection** The inspection shall be done by RDSO to RITES/Consignee as per the extant instructions in vogue as conveyed by Railway 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 @ 12.36%  
(ii) Sales Tax /VAT: - Extra @ 13.5%  
(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. Guarantee**
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.
  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.
  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.
  4. All replacements that the Purchaser shall call upon the Contractor to deliver this guarantee shall be delivered by the Contractor promptly and satisfactorily.
  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.
  6. The decision of the Purchaser in regard to Contractor's liability under this guarantee shall be final and conclusive.
- 15. EMD** The firm is on RDSO's approved list for manufacturers for G F N Liner, hence exempted from remitting EMD as per clause No.2.1.2 (A) (iii) of additional special condition.
- 16. Security Deposit for safety items** You have submitted bank guarantee No. 0267BG000332012 dated 06.10.12 for Rs. 10,00,000/- issued by South Indian Bank Ltd. Ballygunge Branch, 48, Gariahat Road, Kolkata-700019 valid up to 05.10.2013 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.
- 17. Octroi** Necessary Octroi exemption certificate will be issued however if any "Octroi charges are leviable that 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 duly signed and hence accepted IRS condition of contract up to date.
20. **Option to vary the ordered quantity** As mentioned in special condition No.10 of additional special condition contract
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-27 and 28 of "Instructions to Tenderers" in the tender schedule 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.

**Cut GFN Liner, 52 Kg for GJ/JFP/FP**

S N	Indents No.	Date	Indent Qty. (in Nos.)	Allocation
<b>JBP</b>				
1	03785-038	01.10.2011	1,25,000	431647-04
<b>Bhopal</b>				
1	2641-1023	22.09.2011	10,000	2420166204
2	2641-1024	22.09.2011	10,000	2520166204
3	2641-1025	22.09.2011	1,00,000	120114004
<b>KTT</b>				
1	49841124 RMA-JLW	22.09.2011	108000	20114205

**Cut GFN Liner, 60 Kg for GJ/JFP/FP**

S N	Indents No.	Date	Indent Qty. (in Nos.)	Allocation
<b>JBP</b>				
1	03785-037	01.10.2011	1,40,000	431647-04
<b>Bhopal</b>				
1	2641-1021	22.09.2011	1,93,000	120114004
<b>KTT</b>				
1	49841123 RMA-JLW	22.09.2011	1,73,000	20114205

**Cut GFN Liner, (Combination) 60/52 Kg (T-3707 & 3708) for GJ/JFP/FP**

<b>S N</b>	<b>Indents No.</b>	<b>Date</b>	<b>Indent Qty. (in Nos.)</b>	<b>Allocation</b>
<b>JBP</b>				
1	03785-039	01.10.11	1,75,000	431647-04

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 Annexure- 'G' clause 8 of additional special conditions)**

TENDER NO. WCRTP2011198 dated 20.12.2011

**PRICE VARIATION CLAUSE**

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

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

**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.

**Yours faithfully**

**(Dinesh Chand)**

**Dy. CE (TP)**

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