

**WEST CENTRAL RAILWAY**

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

Dated 28.03.2013

**PURCHASE ORDER**

No. WCR TP2012231/GFN Liner 60 Kg/435

TO,

M/s Sheth & Co.  
309, Centre Square, Andheri, (WEST),  
Mumabai, Maharashtra, India- 400058

Firm's Phone no.: 022-26288877

Cell no. 9820102064

Fax no. 022-26237710

Dear Sirs,

**Sub:** Tender No.WCRTP2012231 dated 14.09.12 opened on 30.10.12 for manufacture and supply of GFN Liner 60 Kg as per RDSO Drg no. T- 3706 as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 3 of December-2010

**Ref:** Your acceptance letter no. SC: 1848 dated 08.02.2013

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 and Supply of GFN Liner 60 Kg as per RDSO Drg no. T- 3706 as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 3 of December-2010
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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 ₹	ED Extra	ST/VAT Extra ₹	Freight ₹	All Inclusive unit rate ₹	Total cost ₹
1.	GFN Liner as per 60 Kg RDSO Drg no. T- 3706	Kota	Nos.	621296	9.97	Inclusive	Inclusive	Inclusive	9.97	<b>61,94,321.12</b>
<b><i>Sixty one lakh, ninety four thousand three hundred twenty one and twelve paise only</i></b>										<b>61,94,321.12</b>

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.WCRTP2012231 dated 14.09.12 for manufacture and supply of GFN Liner 60 Kg as per RDSO Drg no. T- 3706 as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 3 of December-2010
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.  
Full quantity (100%) in 06 months i e up to 27.09.2013
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: Inclusive  
(ii)Sales Tax /VAT: - Inclusive  
(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 60 Kg as per RDSO Drg no. T- 3706 as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 3 of December-2010
15. **Security Deposit for safety items** You have submitted FDR No. TDR/2011/PP/559832 dated 09.02.2013 for Rs. 6,20,000/- (Six Lakhs Twenty Thousand only) issued by Bank of Baroda valid up to 09.02.2014 towards security deposit/performance Guarantee. As per clause no. 2.2.4. 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-27 and 28 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	Indents No.	Date	Indent Qty. (in Nos.)	Allocation	P.B./Law Book item No. of 2012-13
1	44283003	01.04.11	10268	Q 31-41-5	PB 161/12-13
2	44283040	29.02.12	500	Q 31-41	L B 374/12-13
3	44283009	01.04.11	6773	Q 31-41-5	L B 240/12-13
4	44283015	11.06.10	325612	Q 31-40	P B 297/12-13
5	44283003	11.04.12	82200	Q 31-40	P B 268/12-13
6	44283001	02.04.12	104262	Q 31-40	P B 340/12-13
7	44283038	28.04.12	41350	04-211-28	Revenue
8	44283092	16.08.11	24126	04-211-28	Revenue
9	44283019	16.06.12	5200	Q 31-40	P B 318/12-13
10	44283034	18.06.12	18681	Q 31-40	P B 338/12-13
11	44283043	20.06.12	2324	Q 31-40	L B 377/12-13
<b>Total</b>			<b>621296</b>		

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. WCRTP2012231 dated 14.09.12

**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**