

WEST CENTRAL RAILWAY**PURCHASE ORDER**

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

Dt. 25.06.2013

No. WC RTP2012255/GFN/52 Kg/474

M/s. V. K. Enterprises

Modinagar

Opp. Modipon, Hapur Road, Modinagar

Uttar Pradesh-201204

Phone No/ Fax No - 01232-242663

Cell No. – 09759010399

Dear Sir,

Sub:- Tender No. WC RTP2012255 dated 04.12.2012 opened on 23.01.2013 manufacture and supply of GFN Liner 52 Kg as per RDSO Drg No. T- 3702 as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 3 of December -2010 up to opening of tender.

Ref: - Your acceptance letter no. 254V/WCR/2013 date 22.05.2013

For and on behalf of the President of India, the Principal 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	Tender No. WC RTP2012255 dated 04.12.2012 manufacture and supply of GFN Liner 52 Kg as per RDSO Drg No. T- 3702 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:**

S N	Item	Consignee- (SSE P. way Depot) Store	Offer quantity (Nos.)	Basic Rate (₹/Nos.)	ED * Extra	CST/V AT* Extra	Freight (₹/Nos.)	All Inclusive Rate (₹/Nos.)	Total Cost (₹)
	1	2	3	4	5	6	7	8	9
1	52 Kg GFN Liner as per RDSO Drg No. T- 3702	BPL	56870	8.95	Nil	5%	0.50	9.90	563013.00
2		JBP	105720	8.95	Nil	5%	0.50	9.90	1046628.00
3		KTT	154737	8.95	Nil	5%	0.50	9.90	1531896.30
Total cost ₹ 31,41,537.30 only									
(Rs. Thirty one lakh forty one thousand five hundred thirty seven and thirty paise only.)									

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. WCRTTP2012255 dated 04.12.2012 manufacture and supply of GFN Liner 52 Kg as per RDSO Drg No. T- 3702 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 24.12.2013
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: Nil
(ii)Sales Tax /VAT: - 5% Extra
(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 which ever 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 manufacture and supply of Combination 52 Kg GFN Liner as per RDSO Drg No. T- 3702 as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 3 of December-2010. Hence exempted from remitting EMD as per clause No. 2.1.2 (A) (iii) of additional special condition of the contract.
- 16. Security Deposit for safety items** You have submitted BG No. 6011ILG000613 dated 21.05.2013 for valuing Rs. 3,14,200/- (Three lakhs fourteen thousand two hundred only) issued from Punjab National Bank, Modinagar with validity up to 20.01.2014 towards security deposit/performance Guarantee. As per clause no. 2.2.3 & 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.
- 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
- 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 sets)	Allocation	P.B./Law Book item No. of 2013-14
JBP					
1	M Sch. No. 15	20.04.12	1066	21314104/21314204/ 21314304	PB-325/13-14
2	M Sch. No. 16	20.04.12	1352	21314104/21314204/ 21314304	PB-326/13-14
3	M Sch. No. 17	27.04.12	570	21314104/21314204/ 21314304	PB-328/13-14
4	M Sch. No. 18	27.04.12	36960	21314104/21314204/ 21314304	PB-366/13-14
5	M Sch. No. 24	29.06.12	58	43166203	PB-46/13-14
6	M Sch. No. 25	29.06.12	74	43166203	PB-45/13-14
7	M Sch. No. 001	17.04.12	65640	04221028	Revenue
BPL					
1	54410449	06.01.12	8870	21314204	LB-301/13-14
2	54410468	15.02.12	48000	04,21,128	Revenue
KTT					
1	44283014	01.04.11	40342	Q 31-41-5	LB-345/13-14
2	44283008	24.04.12	48596	Q 31-40	PB-286/13-14
3	44283036	28.04.12	42031	04-211-28	Revenue
4	44283090	16.08.11	19000	04-211-28	Revenue
5	44283026	18.06.12	768	Q 31-40	PB-327/13-14
6	KTT/WPT/II/49 841110	17.12.10	4000	20434205	LB-715/13-14

25 | Special condition quoted by firm & Railways remarks are as under;

SN	Conditions Quoted by the Tenderer	Railway Remarks
1	Any statutory variation or new impost by Central/State Govt. in the rate of Duties or Taxes in original or extended D P will be borne by the purchaser. Any variation in the rate of excise Duty presently Nil or Sale taxes presently 5 percent due to implementation of Goods and Services Taxes GST during the currency of contract in original or extended DP will be born by purchaser.	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 Annexure-‘G’ clause 8 of additional special conditions)

TENDER NO. WCRTP2012255 dated 04.12.2012

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://labourbureau.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://labourbureau.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