

WEST CENTRAL RAILWAY**PURCHASE ORDER**

**HEAD QUARTER OFFICE
ENGG. BRANCH, 2nd FLOOR,
NEAR INDIRA MARKET,
JABALPUR.
Dt. 13.05.2015**

No. WC RTP2013296/GFN 60 Kg & 52 Kg/558

M/s Black Burn and Co. Pvt. Ltd., Kolkata
65 Cotton Street, 3rd floor
Kolkata, West Bengal 700007
Phone No. 033-2269258
Cell No. - 09830006416

Dear Sir,

Sub: - Tender No. WC RTP2013296 dated 10.12.2013 opened on 24.01.2014 for manufacture and supply of GFN Liner 60 Kg as per RDSO Drg No. T- 3706 & 52 Kg as per RDSO Drg No. T- 3702 as per Specification Corrigendum no. 4 to IRS specification Glass Filled Nylon-66 Insulating Liners T-44:1995

Ref: - Your acceptance letter no. BBC/C27/R-28/90583-1 date 10.01.2015

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 RTP2013296 dated 10.12.2013 for manufacture and supply of GFN Liner 60 Kg as per RDSO Drg No. T- 3706 & 52 Kg as per RDSO Drg No. T- 3702 as per Specification Corrigendum no. 4 to IRS specification Glass Filled Nylon-66 Insulating Liners T-44:1995
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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/VAT Extra	Freight (₹/Nos.)	All Inclusive Rate (₹/Nos.)	Total Cost (₹)
1	2	3	4	5	6	7	8	9	1
1	GFN 52 Kg Liner as per RDSO Drg No. T-3702	JBP	11643	11.20	Nil	5%	0.35	12.11	140996.73
2		BPL	42812	11.20	Nil	5%	0.35	12.11	518453.32
3		Kota	11274	11.20	Nil	5%	0.35	12.11	136528.14
4	GFN 60 Kg Liner as per RDSO Drg No. T-3706	JBP	105316	10.90	Nil	5%	0.35	11.80	1242728.80
5		BPL	518556	10.90	Nil	5%	0.35	11.80	6118960.80
6		Kota	228254	10.90	Nil	5%	0.35	11.80	2693397.20
Total									10851064.99

₹ One crore eight lakh fifty one thousand sixty four and ninety nine paise only

* ED, 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** Tender No. WCRTP2013296 dated 10.12.2013 for manufacture and supply of GFN Liner 60 Kg as per RDSO Drg No. T- 3706 & 52 Kg as per RDSO Drg No. T- 3702 as per Specification Corrigendum no. 4 to IRS specification Glass Filled Nylon-66 Insulating Liners T-44:1995
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.
1st installment of 50% quantity in 03 months i e up to 12.08.2015
IInd installment of 50% quantity in 03 months i e up to 12.11.2015
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:**
- 14.1 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.

- 14.2 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.
- 14.3 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.
- 14.4 All replacements that the Purchaser shall call upon the Contractor to deliver, this guarantee shall be delivered by the Contractor promptly and satisfactorily.
- 14.5 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.
- 14.6 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 GFN Liner 60 Kg as per RDSO Drg No. T- 3706 & 52 Kg as per RDSO Drg No. T- 3702 as per Specification Corrigendum no. 4 to IRS specification Glass Filled Nylon-66 Insulating Liners T-44:1995. 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 Bank Guarantee No. 0505215BG0000061 dated 14.01.2015 valuing ₹ 10,00,000/- (₹ Ten lakhs) with validity up to 30.09.2015 issued by State Bank of India, KOLKATA. As per clause no. 2.2.1, 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

(A) GFN 52 Kg Liner as per RDSO Drg No. T- 3702

S N	Indents No.	Date	Indent Qty. (in nos.)	Allocation	P.B./Law Book item No. of 2015-16
1	2	3	4	5	6
JBP					
1	M Sch. No. 13	22.05.13	*11643	21314104/21314204/ 21314304	PB-413
*11643 nos. quantity has been considered out of total indented quantity 46570 nos.					
BPL					
1	54410529	10.10.12	*42812	21314204	PB-408
* 42812 nos. quantity has been considered out of total indented quantity 171248 nos.					
KTT					
1	44283096	22.07.13	10632	Q 31-40	L B -343 2014-15
2	44283016	20.05.13	*642	Q 31-40	PB-216
*642 nos. quantity has been considered out of total indented quantity 6083 nos.					

(B) GFN 60 Kg Liner as per RDSO Drg No. T- 3706

S N	Indents No.	Date	Indent Qty. (in nos.)	Allocation	P.B./Law Book item No. of 2015-16
1	2	3	4	5	6
JBP					
1	03785-21	20.05.13	9500	20154304	PB-7
2	M S No. 03	10.05.13	13280	21314104, 21314204, 21314304	PB-218
3	M S No. 04	10.05.13	3320	21314104, 21314204, 21314304	PB-217
4	M S No. 05	10.05.13	16136	21314104, 21314204, 21314304	PB-265
5	M S No. 06	10.05.13	19920	21314104, 21314204, 21314304	PB-257
6	M S No. 07	10.05.13	9960	21314104, 21314204, 21314304	PB-264
7	M S No. 08	10.05.13	6640	21314104, 21314204, 21314304	PB-260
8	M S No. 09	10.05.13	6640	21314104, 21314204, 21314304	PB-263
9	M S No. 10	10.05.13	13280	21314104, 21314204, 21314304	PB-293
	M S No. 11	10.05.13	6640	21314104, 21314204, 21314304	PB-296
Total			105316		

S N	Indents No.	Date	Indent Qty. (in nos.)	Allocation	P.B./Law Book item No. of 2015-16
BPL					
1	2641-1177	15.04.13	15000	431662.04	PB-35
2	54410527	10.10.12	312080	DRF-21314204	PB-408
3	54410555	15.10.12	100000	DRF-21314204	PB-214
4	54410501	07.07.12	27500	DRF-21314204	L B-390 2014-15
5	54410621	28.06.13	50696	21314204	PB-417
6	54410603	24.06.13	13280	21314204	PB-297
Total			518556		
KTT					
1	44283037	26.06.13	25250	Q 31-40	LB-413 (2014-15)
2	44283007	20.05.13	68910	Q 31-40	PB-415
3	44283061	08.07.13	15104	Q 31-40	PB-292
4	44283050	28.07.12	104030	Q 31-40	PB-356
5	44283065	18.09.12	14960	Deposit Work	-
Total			228254		

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

(K. K. Pali)

Dy. CE (TP)

For and on behalf of President of India

(Part of Annexure- 'G' clause 8 of additional special conditions)

TENDER NO. WCRTP2013296 dated 10.12.2013

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.

(K. K. Pali)

Dy. CE (TP)

For and on behalf of President of India