

**SPEED POST**

**WEST CENTRAL RAILWAY**

**PURCHASE ORDER**

No. WC RTP2015318/GFN Liner/579

HEAD QUARTER OFFICE  
ENGG. BRANCH, 2<sup>nd</sup> FLOOR,  
NEAR INDIRA MARKET,  
JABALPUR.  
Dated 18.03.2016

**M/s Black Burn and Co. Pvt. Ltd., Kolkata**  
65 Cotton Street, 3<sup>rd</sup> floor  
Kolkata, West Bengal -700007  
Phone No. 033-2269258,  
Cell No. - 09830006416  
E mail I D: blackburnco@hotmail.com

Dear Sirs,

**Sub:** Tender No. WC RTP2015318 dated 07.09.2015 opened on 26.10.2015 for manufacture and supply of GFN Liner 60 Kg as per RDSO Drg. No. T-3706 & Combination GFN Liner as per RDSO Drg No.T-3707/08 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-28/93427 dated 06.01.2016

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.	<b>Full Description of Stores</b>	Tender No. WC RTP2015318 dated 07.09.2015 for Manufacture and supply of GFN Liner 60 Kg as per RDSO Drg. No. T-3706 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.**

Item	Consignee- (SSE P.way Depot) Store	Offer quantity (Nos)	Quoted Rate (₹/nos.)				All Inclusive Rate (₹/nos.)	Total cost in ₹
			Basic Rate (₹/Nos)	*ED Extra	*CST/ VAT Extra	Freight (₹/Nos)		
1	2	3	4	5	6	7	8	9
GFN Liner 60 Kg as per RDSO Drg. No. T-3706	JBP	113812	8.35	Nil	Extra @ 5%	0.12	8.89	1011788.68
	BPL	97512	8.35	Nil	Extra @ 5%	0.12	8.89	866881.68
	Kota	180870	8.35	Nil	Extra @ 5%	0.12	8.89	1607934.30
							<b>Total</b>	<b>3486604.66</b>
<b>₹ Thirty four lakh eighty six thousand six hundred four and sixty six paise only</b>								
* 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. WCRTP2015318 dated 07.09.2015 for Manufacture and supply of GFN Liner 60 Kg as per RDSO Drg. No. T-3706 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.  
1<sup>st</sup> installment of 50% quantity in 03 months i e up to 17.06.2016  
II<sup>nd</sup> installment of 50% quantity in 03 months i e up to 17.09.2016
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: - Extra @ 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:**
- 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 for manufacture and supply of GFN Liner 60 Kg as per RDSO Drg. No. T-3706 as per Specification Corrigendum no. 4 to IRS specification Glass Filled Nylon-66 Insulating Liners T-44:1995.
- 16. Security Deposit for safety items** You have submitted Bank Guarantee No.0505216BG0000087 dated 19.01.2016 for valuing Rs. 3,48,700/- (₹ Three Lakh Forty Eight Thousand Seven Hundred only) issued by State Bank of India, SME Exim Branch 1, Strand Road, LHO, Block 'A' Samriddhi Bhawan, 6<sup>th</sup> Floor, Kolkata-700001 with validity up to 30.09.2016. 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

**23 Rejection at destination**

document will be applicable.

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. **“RDSO’s inspection & Consequent actions: Supplier being a Firm/Vendor approved by RDSO, shall abide by all the provisions of “General Guidelines for Vendor Development” of RDSO and its latest amendment, corrigendum etc. as published on RDSO’s website under the link “vendor interface”.**

**24. Allocation:**

**Chargeable Head mentioned in Indent.**

**GFN Liner 60 Kg RDSO Drg No. T- 3706**

S. N.	Indent No	Date	Indent Qty in nos.	Allocation	PB/LB 15-16	Outlay provided in PB/LB 2015-16 (Fig. in 000)
<b>JBP</b>						
1	M S 18 (C P-4)	23.10.13	35584	21314104/21314204 /21314304	379	40762
2	M S 08/08 (C P-5)	09.04.15	*78228	21314104/21314204 /21314304	421	27091
		<b>Total</b>	<b>113812</b>			
<i>Out of 86532 nos quantity, *78228 nos has been considered for this P.O.</i>						
<b>BPL</b>						
1	54410856 (C P-11)	12.05.15	3320	21314204	422	14037
2	54410864 (CP-12)	12.05.15	5312	21314204	427	13814
3	54410872 (CP-13)	12.05.15	7304	21314204	428	26436
4	54410885 (CP-14)	12.05.15	35592	21314204	453	8999
5	54410897 (CP-15)	20.05.15	19826	421128	Rev	
6	2641-2129 (CP-16)	02.08.13	*26158	120114004	1	1750000
		<b>Total</b>			<b>97512</b>	
<i>Out of 39200 nos quantity, *26158 nos has been considered for this P.O.</i>						

KTT						
S. N.	Indent No	Date	Indent Qty in nos.	Allocation	PB/LB 15-16	Outlay provided in PB/LB 2015-16 (Fig. in 000)
1	49841440/N W Pit (CP-24)	18.10.14	1000	214242.05	556	20000
2	RPL/Sig/49842014/03 (CP-25)	24.09.14	70000	20213505 (Sig RPL)	510	50000
3	49842014/14 (CP-26)	17.11.14	5500	20164305	41	300000
4	49842014/08 (CP-27)	03.12.14	6200	Deposit work	Deposit work	
5	49842015/17 (CP-28)	06.02.15	67200	20164205	41	300000
6	44283008 (CP-29)	30.06.14	*30970	Q 31-40	403	8000
		<b>Total</b>	<b>180870</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**

**(Sanjay Yadav)**

**Dy. CE (TP)**

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

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

Tender No. WCRTP2015318 dated 07.09.2015

**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://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.

**(Sanjay Yadav)**  
**Dy. CE (TP)**  
**For and on behalf of President of India**