

**WEST CENTRAL RAILWAY**

**PURCHASE ORDER**

HEAD QUARTER OFFICE  
ENGG. BRANCH, 2<sup>nd</sup> FLOOR,  
NEAR INDIRA MARKET,  
JABALPUR.  
Dated 25.10.2016

No. WC RTP2016331/GFN liner/52Kg/614

**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 RTP2016331 dated 25.04.2016 opened on 09.06.2016 for 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. 4 of October, 2013

**Ref:** Your acceptance letter no. BBC/C27/R-28/95186 dated 24.08.2016.

For and on behalf of the President of India, the Principal Chief Engineer, West Central Railway is pleased to issue you Purchase Order 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 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. 4 of October, 2013
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**2. Quantity, Consignee, Rate & Total cost: as shown below.**

ItemNo.	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
Manufacture and supply of GFN Liner 52 Kg as per RDSO Drg. No. T-3702	JBP	23542	8.16	Inclusive	Inclusive-5%	0.25	8.41	1,97,988.22
	BPL	56001	8.16	Inclusive	Inclusive-5%	0.25	8.41	4,70,968.41
	Kota	39425	8.16	Inclusive	Inclusive-5%	0.25	8.41	3,31,564.25
	<b>Total (₹)</b>							<b>10,00,520.88</b>
<b>(₹)Ten lakh five hundred twenty and eighty eight paise only</b>								
* ED, CST/VAT will be paid on submission of documentary evidence.								
For PVC Calculation basic rate will be ₹ 6.91 per nos								

3.	<b>Bill Passing Officer</b>	Dy. Chief Engineer (TP) WCR (HQ) JBP.
4.	<b>Bill Paying Officer</b>	FA & CAO WCR, JBP.
5.	<b>Name of Work</b>	Tender No. WCRTP2016331 dated 25.04.2016 opened on 09.06.2016 for 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. 4 of October, 2013
6.	<b>Terms of Delivery</b>	FOT/FOR destination. The material will be delivered by road up to the depot of consignee.
7.	<b>Delivery Period</b>	Full ordered qty. to be supplied with the period of 06 <b>months</b> after issue of P.O. Pre-delivery will be permitted. Each installment of delivery of quantity will constitute a separate contract. I <sup>st</sup> installment of 50% quantity in 03 months i e up to <b>24.01.2017</b> II <sup>nd</sup> installment of 50% quantity in 03 months i e up to <b>24.04.2017</b>
8.	<b>Inspection</b>	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.	<b>Taxes</b>	(i) <u>Excise duty</u> : Inclusive (ii) <u>Sales Tax /VAT</u> : - Inclusive-5% (iii) <u>Modvat</u> : - 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.	<b>Payment</b>	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.	<b>Statutory levies</b>	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.	<b>Price Variation Clause</b>	PVC will be applicable as per clause No. 8 of additional special condition annexure - H
13.	<b>Unloading</b>	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.	<b>Guarantee:</b>	
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.

<b>14.2</b>		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.
<b>14.3</b>		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.
<b>14.4</b>		All replacements that the Purchaser shall call upon the Contractor to deliver, this guarantee shall be delivered by the Contractor promptly and satisfactorily.
<b>14.5</b>		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.
<b>14.6</b>		The decision of the Purchaser in regard to Contractor's liability under this guarantee shall be final and conclusive.
<b>15.</b>	<b>EMD</b>	The firm is on RDSO's approved list for 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. 4 of October, 2013
<b>16.</b>	<b>Security Deposit for safety items</b>	You have submitted BG No0505216BG0001200 dated 30.08.2016 for valuing `1,00,100/- ( <b>One Lakh hundred only</b> ) issued by The State Bank of India, SME Exim Branch, Samriddhi Bhavan, Block-A, 6 <sup>th</sup> floor 1, Strand Road, Kolkata-700001 with validity up to 31.05.2017. 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
<b>17.</b>	<b>Octroi</b>	Necessary Octroi exemption certificate will be issued however if any "Octroi charges are leviable that will be payable by the supplier.
<b>18.</b>	<b>Transit Insurance</b>	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).
<b>19</b>	<b>IRS Condition of Contract</b>	The firm has submitted tender documents duly signed and hence accepted IRS condition of contract up to date.
<b>20</b>	<b>Option to vary the ordered quantity</b>	As mentioned in special condition No.10
<b>21</b>	<b>Force Majeure Clause</b>	Railway's Standard Force Majeure Clause, as per tender schedule shall be Applicable.

<b>22</b>	<b>Penalty clause</b>	The penalty clause regarding supply of defective material, mentioned vide clause-27 and 28 of "Instructions to Tenderers" in the tender document will be applicable.
<b>23</b>	<b>Rejection at destination</b>	As mentioned in Additional special condition of contract No.17&18 of Annexure "G" of Tender Document.
<b>24.</b>	<b>Allocation:</b>	Chargeable Head mentioned in Indent.

S N	Indent No	Date	Indent Qty in nos.	Allocation	Fund available for 2016-17	PB/LB 16-17	Outlay provided in PB/LB 2016-17 (Fig. in 000)	Page no. of original indent
<b>JBP</b>								
1	MS-3/06 (CP-5)	09.04.2015	1516*	21314104/21314204/ 21314304	CP-45	481	10000	68/15-16
2	MS-01 (CP-07)	09.04.2015	19270	04221028	CP-45	Rev	-	224/15-16
3	MS-16 (CP-04)	18.07.2013	2756	21314104/21314204/ 21314304	CP-45	424	4,41,00	514/13-14
		<b>Total</b>	<b>23542</b>					

*Out of 5236 nos quantity, 3720 nos quantity has been considered for P.O. to M/S Sheth & Co Pvt and balance \*1516 nos has been considered for this P.O.*

<b>BPL</b>								
1	2641-2249 (CP-03)	15.05.2015	18115*	53334204	CP-214	575	2,50,00	345/15-16
2	54410777 (CP-10)	7.8.2014	19209	0421128/042128/0424128/ 8/0425128	CP-217	Rev	-	687/13-14
3	54410896 (CP-08)	20.05.2015	18677	0421128	CP-216	Rev	-	177/15-16
		<b>Total</b>	<b>56001</b>					

*Out of 57000 nos quantity, 38885 nos quantity has been considered for P.O. to M/S Sheth & Co Pvt and balance \*18115 nos has been considered for this P.O.*

<b>KTT</b>								
1	44283029 (CP-12)	08.09.2014	12045*	Q31-40	CP-178	337	1,95,02	772/13-14
2	44283061 (CP-11)	13.03.2015	27380	Q31-40	CP-178	431	1,96,00	448/15-16
		<b>Total</b>	<b>39425</b>					

*Out of 43227 nos quantity, 31182 nos quantity has been considered for P.O. to M/S Sheth & Co Pvt and balance \*12045 nos has been considered for this P.O.*

<b>25</b>	<b>Special condition</b>	Firm has not quoted any terms and condition.

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'(Price Variation Clause)**

**Yours faithfully**

**(Sanjeev Kumar)**  
**Dy.CE (TP)HQ**  
**For and on behalf of President of India**

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

Tender No. WCRTP2016331 dated 25.04.2016

**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.

**(Sanjeev Kumar)**  
**Dy.CE (TP)HQ**  
**For and on behalf of President of India**