

WEST CENTRAL RAILWAY

PURCHASE ORDER

No. WCRTP2016331/GFN Liner /52Kg/ 623

HEAD QUARTER OFFICE
ENGG. BRANCH, 2nd FLOOR,
NEAR INDIRA MARKET,
JABALPUR.
Dated 04.01.2017

M/s Sheth & Co.
309, Centre Square, Andheri, (WEST),
Mumbai, Maharashtra, India- 400058
Phone no.: 022-26288877
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Dear Sirs,

Sub: 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

Ref: Your acceptance letter no.SC:1537 dated 01.09.2016

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.	Full Description of Stores	Tender 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
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2. Quantity, Consignee, Rate & Total cost: as shown below.

Item	Consignee (SSE-P-way Depot) Store	Quantity allotted (Nos)	Quoted Rate (₹/nos.)				All Inclusive Rate (₹/no)	Total cost in ₹
			Basic Rate (₹/no)	*ED	*CST/VAT	Freight(₹/no)		
1	2	3	4	5	6	7	8	9
GFN Liner 52 Kg as per RDSO Drg. No. T-3702	JBP	43720	8.16	Inclusive	Inclusive-5%	0.25	8.41	3,67,685.20
	BPL	104001	8.16	Inclusive	Inclusive-5%	0.25	8.41	8,74,648.41
	Kota	73218	8.16	Inclusive	Inclusive-5%	0.25	8.41	6,15,763.38
Total Cost	(₹ Eighteen Lakh Fifty Eight Thousand Ninety Six and Ninety Nine paise only)							18,58,096.99

**ED, *CST/VAT will be reimbursed on submission of documentary evidence.*

For PVC Calculation basic rate will be ₹6.91 per nos.

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. 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.	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. 1st 50% quantity in 03 months i.e. up to 03.04.2017 Last 50 % quantity in next 03 months i.e. up to 03.07.2017 Pre-delivery will be permitted. Each installment of delivery of quantity will constitute a separate contract.
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) <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.	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 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, hence exempted from remitting EMD as per clause No. 2.1.2 (A) of additional special condition.
16.	Security Deposit for safety items	You have submitted FDR Receipt No TDR/2014/HH 570944 dated 31.08.2016 for valuing ₹1,86,000/- (₹One Lakh Eighty Six Thousand only) issued by The Bank of Baroda, Vile Parle (E) Mumbai-400057 with validity up to 31.08.2017. 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.
17.	Octroi	In case of road delivery, necessary exemption certificate to this effect shall be issued on demand. However, if the same is not recognized/honored by the Local State Govt./Municipal octroi Authority at supply receiving destination, the Octroi charges 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 through IREPS duly digital 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	As mentioned in Additional special condition of contract No.17&18 of Annexure "G" of Tender Document.
24.	Allocation:	Chargeable Head mentioned in Indent.

S. N.	Indent No	Date	Indent Qty in nos.	Allocation	PB/LB 16-17	Outlay provided in PB/LB 2016-17 (Fig. in 000)
JBP						
1	SSGJ/03785011	30.04.13	20000	43164104	40	6191
2	BSDL/03785011	02.04.14	20000	20164104	30	12137
3	MS-3/06	09.04.15	3720*	21314104/21314204/ 21314304	481	10000
		Total	43720			
*3720 Nos. quantity has considered out of total indented quantity 5236 Nos <i>for this P.O</i>						
BPL						
1	54410737	16.09.13	65116	21314204	290	30551
2	2641-2249	15.05.15	38885*	53334204	575	25000
		Total	104001			
*38885 Nos. quantity has considered out of total indented quantity 57000 Nos <i>for this P.O</i>						
KTT						
1	44283021	08.09.14	42036	Q31-40	295	18710
2	44283029	08.09.14	31182*	Q31-40	337	19502
		Total	73218			

25	Special condition	Firm has not quoted any terms and condition.
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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. WCRTTP2016331 dated 25.04.2016

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.

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