

WEST CENTRAL RAILWAYHEAD QUARTER OFFICE
ENGG. BRANCH, 2nd FLOOR,**PURCHASE ORDER**NEAR INDIRA MARKET,
JABALPUR.

No. WC RTP2016346/Cut GFN Liner 52 & 60Kg/631

Dated 06.03.2017

Office Address:**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****E mail I D: blackburnco@hotmail.com****Work at: Baddi Villegge Thana,EPIP-II Tehsil-
Nalagarh, Distt-Solan (H.P)-173205**

Dear Sirs,

Sub: Tender No. WC RTP2016346 dated 03.08.2016 opened on 15.09.2016 for Manufacture and Supply of Cut GFN Liner 52 Kg & Cut GFN Liner 60 Kg Drg No.CTE/03/WCR/JBP as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 4 of October-2013 and latest amendment issued up to date of opening of tender.**Ref:** Your acceptance letter no. BBC/C27/R-28/96133 dated 28.12.2016.

For and on behalf of the President of India, the Principal Chief Engineer, West Central Railway is pleased to issue you Purchase Order under 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 RTP2016346 dated 03.08.2016 opened on 15.09.2016 for Manufacture and Supply of Cut GFN Liner 52 Kg & Cut GFN Liner 60 Kg Drg No.CTE/03/WCR/JBP as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 4 of October-2013 and latest amendment issued up to date of opening of tender
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2. Quantity, Consignee, Rate & Total cost: as shown below.**(A) Cut GFN Liner 52 Kg Drg No.CTE/03/WCR/JBP**

Item	Consignee (SSE-P-way Depot) Store	Quantity allotted (No)	Quoted Rate (₹/nos.)				All Inclusive Rate (₹/no.)	Total cost in ₹
			Basic Rate (₹/no.)	*ED	*CST/VAT Extra	Freight (₹/no.)		
1	2	3	4	5	6	7	8	9
Cut GFN Liner 52 Kg Drg No.CTE/	JBP	35100	8.00	Inclusive	5%	0.35	8.75	307125.00
	BPL	19500	8.00	Inclusive	5%	0.35	8.75	170625.00

Item	Consignee (SSE-P-way Depot) Store	Quantity allotted (No)	Quoted Rate (₹/nos.)				All Inclusive Rate (₹/no.)	Total cost in ₹
			Basic Rate (₹/no.)	*ED	*CST/VAT Extra	Freight (₹/no.)		
1	2	3	4	5	6	7	8	9
03/WCR /JBP	KTT	51134	8.00	Inclusive	5%	0.35	8.75	447422.50
Total								9,25,172.50

(B) Cut GFN Liner 60 Kg Drg No.CTE/03/WCR/JBP

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 Extra	Freight		
1	2	3	4	5	6	7	8	
Cut GFN Liner 60Kg Drg No.CTE/03/WCR /JBP	JBP	44431	7.76	Inclusive	5%	0.35	8.50	377663.5
	BPL	40830	7.76	Inclusive	5%	0.35	8.50	347055.00
	KTT	87530	7.76	Inclusive	5%	0.35	8.50	744005.0
Total								1468723.5
Grant Total Cost (A)+(B)	(₹ Twenty three Lakh Ninety Three Thousand Eight Hundred Ninty Six only)							23,93,896.0

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

Note:- PVC Calculation basic rate will be ₹7.111 per nos. for Cut GFN liner 52Kg & ₹6.899 per nos. for Cut GFN liner 60Kg.

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. WCRT2016346 dated 03.08.2016 opened on 15.09.2016 for Manufacture and Supply of Cut GFN Liner 52 Kg & Cut GFN Liner 60 Kg Drg No.CTE/03/WCR/JBP as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 4 of October-2013 and latest amendment issued up to date of opening of tender
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. (100%) to be supplied with the period of 03months after issue of P.O i.e. upto 05.06.2017. Pre-delivery will be permitted.
8.	Inspection	The inspection shall be done by RDSO/Consignee at manufacturer's works before dispatch, as per the latest WCR Drawings no. CTE/3/WCR/JBP and IRS Specifications with latest alterations; the firm has to arrange all facilities for inspection at their works.
9.	Taxes	(i) Excise duty: Inclusive (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/VAT, Excise duty and Octroi levied as statutory duties comes under this category of taxes i.e. new impost. These taxes 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 Cut GFN Liner 52 Kg & Cut GFN Liner 52 Kg WCR Drg. No. CTE/03/WCR/JBP (Annexure-M) as per Specification Glass Filled Nylon-66 Insulating Liners Serial No. T-44-1995 with latest corrigendum no. 4 of October, 2013
16.	Security Deposit for safety items	You have submitted BG No0505217BG0000031 dated 05.01.2017 for valuing ₹2,39,400/- (₹Two Lakh Thirty Nine Thousand Four Hundred only) issued by The State Bank of India, SME Exim Branch, Samriddhi Bhavan, Block-A, 6 th floor 1, Strand Road, Kolkata-700001 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.

Cut GFN Liner 52 Kg Drg No.CTE/03/WCR/JBP

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
JBP								
1	MS-34 (CP-35)	07.12.2012	35100*	04221028	CP-258	Rev	-	502/12-13
<i>Out of 58500 nos quantity, 23400 nos quantity has been considered for P.O. to M/S Sheth & Co Pvt and balance *35100 nos has been considered for this P.O.</i>								
BPL								
1	54410801 (CP-11)	07.08.2014	4500*	0421128/0422128/0424128/0425128	CP-237	Rev	-	711/13-14
2	54410919 (CP-03)	20.05.2015	7500	421128	CP-237	Rev	-	200/15-16

3	54411094 (CP-30)	04.04.2016	7500	0421128	CP-237	Rev	-	276/16-17
		Total	19500					
Out of 7500 nos quantity, 3000 nos quantity has been considered for P.O. to M/S Sheth & Co Pvt and balance *4500 nos has been considered for this P.O.								
KTT								
1	44283079 (CP-15)	27.11.2012	51134*	Q31-40	CP-224	459	14362	485/12-13
Out of 85224 nos quantity, 34090 nos quantity has been considered for P.O. to M/S Sheth & Co Pvt and balance *51134 nos has been considered for this P.O.								

Cut GFN Liner 60 Kg Drg No.CTE/03/WCR/JBP

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
JBP								
1	MS-34 (CP-35)	07.12.2012	44431*	04221028	CP-258	Rev.	-	502/12-13
Out of 74052 nos quantity, 29621 nos quantity has been considered for P.O. to M/S Sheth & Co Pvt and balance *44431 nos has been considered for this P.O.								
BPL								
1	54410802 (CP-13)	07.08.2014	18750	Rev.0421128/0422128/0424128/0425128	CP-237	Rev	-	712/13-14
2	54410920 (CP-9)	20.05.2015	18750	0421128	CP-237	Rev	-	201/15-16
3	54411095 (CP-31)	04.04.2016	3330*	0421128	CP-237	Rev	-	277/16-17
		Total	40830					
Out of 18750 nos quantity, 15420 nos quantity has been considered for P.O. to M/S Sheth & Co Pvt and balance *3330 nos has been considered for this P.O.								
KTT								
1	44283078 (CP-16)	27.11.2012	87530*	Q31-40	CP-224	465	3137	484/12-13
Out of 1,45,884 nos quantity, 58354 nos quantity has been considered for P.O. to M/S Sheth & Co Pvt and balance *87530 nos has been considered for this P.O.								

25	Special condition	Special condition quoted by firm & Railways remarks are as under-
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Clause no.	Conditions Quoted by the Tenderer	Railway's remarks
Section-III	Delivery upto destination	Acceptable in term of Clause no. 2.0, as per corrigendum no.2 modified tender document dated 30.08.2016
Annexure G	By consignee as RDSO does not inspect end cut liner	Acceptable in term of Clause no. 4 , as per corrigendum no.2 modified tender document dated 30.08.2016

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

Tender No. WCRTP2016346 dated 03.08.2016

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>) **as the month just preceding the month of the date of the opening of the tender.**

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 **as the month just preceding the month of the date of the opening of the 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> **as the month just preceding the month of the date of the opening of the tender.**

Yours faithfully

(Sanjeev Kumar)

Dy.CE(TP)HQ

For and on behalf of President of India