

Pakistan Railway

S.7/Rev.

Purchase Order
(FOB) No. _____

Dated: _____ M/s

Terms of Delivery	Currency	Import Code	Local Agent's Commission	Freight Estimated/Actual	Total Amount of Purchase Order
FOB	USD	01			

D.A. List of Material in 01 Sheet containing ___ Items.

Break Up USD

Total FOB value: _____
Estimated 5% Freight charges: _____
Total CFR Karachi Value: _____
+ Extra Commission on FOB Value: _____
Total CFRC Karachi Value: _____

Consign stores to: The District Controller of Stores (Shipping) P.R. Karachi Cantt.

(M. ABDUS SALAM)
for Chief Controller of Purchase

Signature of supplier,
Signed by _____ for and on behalf of M/s _____

Security Deposit: You are required to deposit Rs. _____ within 14 days of issue of Purchase Order as Security Deposit @ 5% of the value of the contract either in cash with the Chief Cashier & Treasurer, Pakistan Railways, Lahore or Divisional Paymaster, Pakistan Railways Karachi City forwarding original receipt thereof or furnish a Bank Guarantee on Non-Judicial Stamped Paper from scheduled bank.

(Page No.1)

Enclosure to Purchase Order (FOB) No.

Dated: _____

M/s

S. No.	Stock Code No.	Description of Goods	Part No.	Qty. Ordered (Nos)	Unit	Unit Rate (USD)	Total Value (USD)	Cost Centre		Allocation Code		Tender Enquiry		Authority
								No.	Name	No.	Date			
1														
							Total							

Quotation accepted by CCP Total: - Rs. F.E.Rs.

F.R No. /2021-22(EXT) dated .20 .

Date of shipment: Six (06) months from the date of establishment of L/C.

NB:

- 1) Freight charges mentioned on first page one payable at actual to M/s PNSC Ltd., Karachi at destination in Pak: currency by DCOS/Shipping/KC on arrival of Vessel in Karachi Port. In case the freight is more, the same be communicated by DCOS/Shipping/KC to CCP Office through a monthly D.O to Dy: CCP (Tech:) Pakistan Railways, Lahore.
- 2) The above rate is firm and final and not subject to any variation whatsoever. Necessary clauses are given in the list attached.
- 3) The local representative of foreign supplier M/s. _____ will be responsible for all liabilities in case of failure to execute this contract.
- 4) The supplier must certify that supplies against the P/Order will be Brand New.
- 5) In case of warranty replacement/short shipment, Freight, Custom Duty/Sales Tax charges will be paid/recovered from the firm. Pakistan Railways will be at liberty to deduct the outstanding/recoverable amount from any payment of firm due from Railways or through encashment of Bank/CDR or any other financial document available with Railway against security deposit, earnest money etc.

Port of Shipment:

Country of Origin:

Principal & Manufacturer

for Chief Controller of Purchase

(FOB Condition)

Enclosure to Purchase Order No. _____

Dated: _____

1. General

- (i) Please acknowledge receipt of this order immediately by returning one copy duly signed and stamped.
- (ii) This order is subject to the terms and conditions set forth in the P.R. Standard Directions to Tenderers for sale to the Railway (latest edition) and P.R.S. Conditions of Contract subject to any amendments that may be made therein from time-to-time, as already accepted by you under your tender/quotation, with particular to clause of P.R.S. Conditions of Contract reproduced below:-
"The time for and the date of delivery or dispatch stipulated in the said schedule for the delivery or dispatch of the stores shall be deemed to the essence of the contract and should the contractor fail to deliver or dispatch the stores or any consignment there of within the period prescribed of such delivery or dispatch, the purchaser shall be entitled to withhold payment until the whole of the stores has been supplied and to recover from the contract as agreed liquidated damages and not by way of penalty a sum of one half per cent of the price of any stores which the contractor has failed to delivery or dispatch as aforesaid for each and every week or part of a week during which the delivery or dispatch of such stores may be in arrear, alternatively as the option of the purchaser. Purchaser shall be entitled to purchase elsewhere without notice to contractor on the account and at the risk of the contractor the stores or any consignment thereof which the contractor has failed to deliver or dispatch aforesaid if not available the best and nearest available substitute therefore or to cancel the contract shall be liable for any loss or damage which the purchaser may sustain on the account but the contractor shall not be entitled to any gain on repurchase made against default".
- (iii) This contract is subject to the terms and conditions mentioned herein. Any other conditions which the seller may have stipulated in their quotation/letter referred to above or otherwise and which are not mentioned in this agreement are not accepted.
- (iv) The acceptance of this Purchase Order by the supplier/seller shall constitute an agreement between the parties for which stamp duty shall be borne by the President of Islamic Republic of Pakistan.
- (v) Bills for the stores should be submitted to Senior Accounts Office (Stores)/ (Accounting Centre), Pakistan Railways Headquarters Office, Lahore and NOT into F.A&C.A.O, P.R., Lahore.
- (vi) The seller must advise the Chief Controller of Purchase, Pakistan Railways, Lahore simultaneously as and when shipment is effected quoting reference of the Purchase Order and intimating quantity shipped.
- (vii) The seller's attention is also drawn to the clauses printed on the reverse of S-7 Revised Purchase Order from which shall duly be observed by them.
- (viii) The seller must advise the Chief Controller of Purchase, P.R. Lahore the date of receipt of letter of credit from their bankers.

2. Shipment Terms:

- (i) Partial shipment is allowed but transshipment is not allowed.
- (ii) Shipment of the goods is to be effected exclusively through vessel owned or chartered by Pakistan National Shipping Corporation Karachi on freight "To Pay" basis at destination in non-convertible Pak Currency by the District Controller of Stores (Shipping), P.R. Karachi Cantt on arrival of the vessel at Karachi Port.
- (iii) The firm's Principals must give a certificate alongwith the non-negotiable shipping documents that they have no objection if the delivery of consignment is given to D.C.O.S/Shipping P.R. Karachi Cantt.
- (iv) The supplier shall be responsible to contract PNSC Port Agents and provide Contract No. & Cargo details 30 days in advance to PNSC's Agents at the Port of loading prior to Cargo readiness so that there is no difficulty in booking space in the next available vessel.

3. Payment:

100% FOB value of the order shall be paid to _____ . In USD.

- (i) Through a confirmed and irrevocable letter of credit (to be opened by the Purchaser) on presentation of following shipping documents.
 - (a) Seller's invoices in 8 copies out of which 6 copies must be signed by the Principals of the Suppliers for assessment and account by the Custom Authorities.
 - (b) Bill of Lading.
 - (c) Warranty Certificate of Manufacturer only.
 - (d) Certificate from the manufacturer that spares parts being shipped have been manufactured / supplied by them.
- (ii) The seller must dispatch one set of non-negotiable shipping documents to the Chief Controller of Purchase, P.R. Headquarters Office Lahore immediately as and when shipment is effected.
- (iii) The letter of credit shall not normally require any confirmation by a Foreign Bank. However, if confirmation is considered necessary by the Suppliers, the confirmation charges will be on Supplier's account.
- (iv) Full set of 'On Board Ocean' bill of Lading evidencing shipment of goods per vessel on FCL~LCL or CY~CFS basis owned or chartered by Messrs Pakistan National Shipping Corporation, Karachi showing amount of freight "To Pay" basis at destination by the consignee made out and duly endorsed in favor of the District Controller of Stores (Shipping), P.R. Karachi Cantt alongwith other shipment documents/ marking required and not to order of the Bank.
- (v) The beneficiary named in the letter of credit will make the Bill of Lading to the order of the District Controller of Stores (Shipping), P.R. Karachi Cantt on FCL~LCL or CY~CFS basis.
- (vi) The Bank authorized to establish a letter of credit with a Foreign Bank may be asked to forward a copy of the relevant letter of credit to District Controller of Stores (Shipping), P.R. Karachi Cantt. Account Officer/ Stores Consignment P.R. Karachi Cantt and M/s (**Local Agent**). for reference and record at their end.

4. Rate of exchange:

1 USD = Rs. _____ (i.e. prevailing on the date of opening of tenders mentioned in this Purchase Order) shall be adopted for calculation of agents commission.

5. Warranty Certificate:

- i. The manufacturer warrants that the stores will be in accordance with the particulars mentioned in this Purchase Order.
- ii. The manufacturer warrants that the stores will be Brand New and free from defects in material and workmanship.
- iii. The seller obligation under the warranties expressed in sub-paragraphs (i) & (ii) above shall be limited to replacement on FOR Karachi free of cost stores with the Brand New item which at the time of receipt by the consignee under normal use and maintenance prove defective in material or workmanship or fail to comply with the required performance in the normal course of service. This warranty shall be valid for a period of 24 months from the date of shipment of 18 months from the date of placement in service whichever is earlier.

for Chief Controller of Purchase

6. Packing:

- (i) The consignment must be securely packed with standard export packing/adequate protection against attack by sea water and also to with stand rough handling during sea-cum-rail/ road transit.
- (ii) The supplier is required to ensure correct packing/shipment of the material strictly in accordance with the packing list/invoices failing which they will be responsible for consequential extra/ additional duties and charges on that account.
- (iii) Containerized FCL Cargo: The documents shall be placed on the inner side of the door of container. In case of multiple containers in a consignment, each container shall have such documents pertaining to goods inside it.
- (iv) Consolidated Cargo and LCL Cargo: The documents shall be attached to the goods or package at an obvious place. Each such container shall also have a consolidated packing list pertaining to goods inside it placed on the inner side of the door of container.
- (v) Break bulk or bulk Cargo (concerning with the export only): The documents will be furnished to Custom by the carrier on entry of conveyance into Customs area.

All export cargo entered into Customs area for clearance shall be accompanied with a copy of packing list, invoice and in case of containerized cargo, a consignment note. These documents will be furnished to Customs by the carrier at the time of pass-in of goods for export.

Liability of placing such documents will rest with the shipper/supplier as well as the carrier. The owner of goods and the carrier will explicitly stipulate the requirement of placing documents in the manner prescribed above as an obligatory condition to the person packing or shipping the cargo.

7. Marking:

Order number date as well as letters "P.R." in large capitals should be printed on the packages and packing slips enclosed giving Order No. & date with description of material.

8. Shipping Documents:

- (i) The suppliers shall air-mail through any established document carrying agency, 3 sets of complete non-negotiable Shipping documents, immediately after shipment Direct to District Controller of Stores (Shipping), Pakistan Railways, Reti Line, Karachi Cantt (Port Consigned) i.e. 2 sets by first air-mail and one set by next air-mail. The supplier shall ensure that the above documents have been delivered at least 10 days before arrival of vessel carrying the goods. On the first air-mail of 2 sets of shipping documents, the supplier shall also send FAX intimation above the shipping documents to District Controller of Stores/ Shipping Karachi Cantt at FAX No. 0092-21-9206134 (inviting attention of DCOS/ Shipping. KC) and to the Chief Controller of Purchase at FAX No. 0092-42-9201760 & 9201693 (inviting attention of C.C.P).

One set of shipping documents would comprise the following:

- (a) Non-negotiable copy of bill of lading (10 copies) evidencing shipment on CFS/KC basis.
 - (b) Invoice (16 copies duly signed and stamped by the principals of the suppliers 10 copies for assessment and account by custom authorities and 6 copies for DCOS/ Shipping KC
 - (c) Packing list (10 copies).
 - (d) Inspection certificate (where required).
 - (e) Insurance Policy/Certificate (where required).
 - (f) Warranty Certificate of manufacturer.
 - (g) Literature/Brochure/Catalogue (3 copies) showing use and function of the material for the purpose of assessment of the Bill of Entry and their accountal at Customs House, Karachi (where required).
 - (h) Certificate of origin.
 - (i) Freight Receipt (where required).
 - (j) Any other special documents required in the contract.
- (ii) In the event of delay in receipt of shipping documents by the District Controller of Stores (Shipping), P.R. Karachi Cantt. the seller shall be responsible for any additional demurrage handling charges arising from the late delivery.
 - (iii) Letters "P.R." Order No. date and description of material shall be printed in large capitals on the packages and packing slips enclosed.
 - (iv) In case of C.I.F.R/ Karachi quotations where material has not been insured by the seller, in the vent of general average being payable, the amount will be recovered from the supplier's bill.
 - (v) Pakistan Railway will be responsible for customs and port charges on accepted quantity only and not on the invoiced quantity.
 - (vi) "CY-CFS" (Container Yard – Container Freight Station) "FCL-LCL" (Full Container Load – Less Container Load) besides, a copy of Letter of Credit (LC) be sent alongwith shipping document to DCOS/Shipping/KC for clearance purpose.
- (a) Cargo Declaration: Cargo declaration be carried out as per format given below:

CONSIGNMENT NOTE		
		Date _____
Custom CRN OR Customs Machine Number	Container No.	Seal No.
<u>Certificate</u> I/ We hereby certify that goods mentioned in the accompanied packing list have been placed inside the container and the container has been sealed by me/ us. <p style="text-align: right;">Name and Signature of Shipper/ Consolidator with stamp</p>		

for Chief Controller of Purchase

Pakistan Railway

S.7/Rev.

Purchase Order (FOR)
No.

Dated: _____

M/s

Terms of Delivery	Currency	Total Amount of Purchase Order
FOR	Rupee	Rs.

D.A. List of Material in _____ Sheet containing _____ Items.

Consign stores to: The District Controller of Purchase (Inspection) P.R. Storespura.

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for Chief Controller of Purchase

Signature of supplier:

Signed by _____ for and on behalf of M/s _____.

Security deposit:

A sum of Rs. _____ out of the contractor's standing deposit of Rs. _____ with the Railway will be held as security for due performance of the contract.

Pakistan Railway

(Page No.1)

Purchase Order (FOR) No. _____

Dated: _____

M/s _____

S. No	Stock Code No	Description of Goods	Cat. No.	Qty. Ordered (Nos.)	Unit	Unit Rate Rs.	Total Value Rs.	Cost Centre		Allocation Code	Tender Enquiry		Authority
								No.	Name		No.	Date	
1					Each								
2					Each								
						Total Rs.							

Own made " _____ " Brand

Date of Delivery: 04 Months from the date of issuance of Purchase Order

Quotation accepted by _____

NB:

1. Firm will emboss their trade mark and date on the product.
2. The item has been declared as LP in favour of the firm vide CME letter No. _____

- Note:-
- a. The above rates are overall and inclusive of all Govt. taxes and duties and are firm and final and not subject to any variation whatsoever.
 - b. Supplied material should be brand new.

(_____)
for Chief Controller of Purchase

GENERAL Remarks. --- (1) Please acknowledge receipt of this order immediately by returning one copy duly signed.

(2) This order is subject to the terms and conditions set forth in the P.R standard directions to tenderers for sale to the Railway (latest edition) and P.Rs conditions of contract subject to any amendments that may be made therein from time to time, as already accepted by you under your above tender/quotation, with particular reference to clause of P.Rs conditions of contract reproduced below:-

“The time for and the date of delivery or dispatch stipulated in the said schedule for the delivery or dispatch of the stores shall be deemed to be the essence of the contract and should the contractor fail to deliver or dispatch the stores or any consignment thereof within the period prescribed for such delivery or dispatch, the purchaser shall be entitled to withhold payment until the whole of the stores has been supplied and to recover from the contractor as agreed liquidated damages and not by way of penalty a sum of one-half per cent of the price of any Stores which the contractor has failed to deliver or dispatch as aforesaid for each and every week or part of a week during which the delivery or dispatch of such stores may be in arrear, with a maximum limit of 10% of total value of the Purchase Order.

Alternatively at the option of the purchaser, Purchase Order may be cancelled with forfeiture of security money.

This contract is subject to the terms and conditions mentioned herein. Any other condition, which the seller may have stipulated in their quotation/letter referred to above or otherwise and which are not mentioned in this agreement are not accepted.

The acceptance of this purchase order by the supplier/seller shall constitute an agreement between the parties for which stamp duty shall be borne by the President of Islamic Republic of Pakistan. Supply must be delivered to consignee alongwith suppliers challans as per form No. S-725 in duplicate, where the material is booked from outstations relevant Railway Receipt should be sent to the consignee alongwith the suppliers challans in duplicate. Supplier must submit a copy of Supplier Challans as per form No.S-725 to Chief Controller of Purchase Office, Lahore.

Bills for the stores should be submitted to Senior Accounts Officer (Headquarters Accounting Centre), P.R Lahore and not in to the FA&CAO, P.R Lahore.

1. Payment

100% payment will be made to the seller in Pak Rupees by the Senior Accounts Officer (Stores), Pakistan Railways Lahore on presentation of bill accompanied with Material Receipt Note to be issued by the District Controller of Purchase (Inspection), Pakistan Railways Storespura after the material has been received, inspected and accepted by him.

2. Warranty Certificate

- i) The seller warrants that the stores will be in accordance with the particulars mentioned in the Purchase Order.**
- ii) The seller warrants that the stores will be brand new and free from defects in material and workmanship.**
- iii) The seller’s obligation under the warranties expressed in sub-paragraphs (i) & (ii) above shall be limited to replacement F.O.R Storespura free of cost stores which at the time of receipt by the consignee or under normal use and maintenance prove defective in material/workmanship or fail to comply with the required performance in the normal course of service. The warranty shall be valid for a period of 15 months from the date of receipt of material or 12 months from the placement in service of complete unit whichever is earlier.**
- iv) The seller’s liability (except as to title) arising out of the supplying material or its use, whether on warranties or otherwise shall not in any case exceed the cost of correcting defect in material except that the seller shall be liable for any direct damages excluding consequential and indirect damages that may be sustained by the purchaser as a result of the failure of the material to meet the warranties in this clause.**
- v) The purchaser would be entitled to retain an amount equal to 5% of the Purchase Order until expiry of the warranty period, or until receipt of satisfactory completion report from the consuming branch whichever is earlier.**
- vi) This warranty shall be in addition to the normal inspection.**

3. Inspection

To be carried out by the District Controller of Purchase (Inspection), Pakistan Railways, Storespura. Test fee will be chargeable in case of rejection only.

4. General

The seller must advise the Chief Controller of Purchase, Pakistan Railways, Headquarters Office Lahore, simultaneously as and when delivery is effected quoting reference of the Purchase Order and intimating quantity delivered.

5. Payment of taxes

No payment should be allowed to any contractors engaged in supply of goods or services without production of clearance certificate from Excise and Taxation Department (Professional Tax Branch).

- i) Sale of goods against this purchase order shall be subject to the production of proof of payment of duty and taxes by the seller. No payment shall be admissible unless and until the paid proof is provided.**
- ii) Payment shall be made on presentation of Sale Tax Registration No. as well as proof of payment of Sale Tax to the Sale Tax Department.**

Note:

- a. The payment to the registered suppliers is linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL, his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.**

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for Chief Controller of Purchase

