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**GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
RAILWAY BOARD**

No. 2019/Track-III/MC/16(i)

New Delhi, dated 01.07.2020

<b>To,</b>  M/s JSC "Kalugaputmash" Lenin str., 23, Kaluga, Russia	<b>Through:</b>  M/s SRB International Pvt. Ltd, G-44, Sector-63 Noida – 201301 (U.P.)
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**Sub: E-Global Tender No. TM-1919 for procurement of 48 Nos. Ballast Regulating Machines (BRM) opened on 24.01.2020**

**Ref:** i) Your e-offer Bid ID 10816651 dated 24.01.2020 & manual offer submitted against subject Global tender  
 ii) Railway Board's Counter Offer No. 2019/Track-III/MC016(i) dated 12.06.2020  
 iii) Your letter No. 75/97-19-428 dated 22.06.2020 in response to the Railway Board's Counter Offer mentioned above.

In reference to your E-Offer and thereafter your acceptance of Counter offer referred above, Competent Authority has accepted your negotiated offer for manufacture and supply of 19 Nos. Ballast Regulating Machines (BRM) as per the following scope of work, prices and terms and conditions:

**2.0 Details of Price and Quantity :**

<b>Item No.</b>	<b>Description of item</b>	<b>Unit</b>	<b>Offered Quantity</b>	<b>Rate per Unit</b>
1.	Design, manufacture, supply, testing, commissioning Ballast Regulating Machine (BRM) & Training of Indian Railway personnel	No.	19	<p><b>Imported Portion:</b>  <b>Basis:</b> CIF,  <b>USD 275,275/- Mumbai/ Nhava Sheva</b> (Break-up: FOB USD 259,000/- St. Petersburg, Russia + Sea Freight USD 16,000/- + Marine Insurance USD 275/- plus Custom Duty, IGST etc. applicable at the time of supply within the delivery period of the contract.</p> <p>+ (plus)</p> <p><b>Agency Commission @ 0.5% of FOB Price</b></p> <p>+ (plus)</p> <p><b>Indigenous Portion:</b>  <b>₹ 2,83,35,212.64 (Ex-works)</b></p> <p>+ (plus)</p>

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				<b>Freight: ₹ 12,83,860/- plus applicable GST at the time of actual supply</b>
2.	Lump sum cost of the Set of Spares per Ballast Regulating Machine (BRM) required for 1200 effective Working Hours of the machine during warranty period as defined in Clause 18.0 of the Technical Specification of the Machine. The Set of Spares offered shall <b>exclude consumables</b> such as wear plates, conveyor Belt and all types of Filters.	No.	19	<b>Imported Portion:</b> <b>Basis: CIF</b> USD 18,417.66/- Mumbai/Nhava Sheva (Break-up: FOB USD 17,899.26/- St. Petersburg, Russia + Sea Freight USD 500/- + Marine Insurance USD 18.40/- plus Custom Duty, IGST etc. applicable at the time of supply within the delivery period of the contract
3.	Servicing and Break down maintenance charges ( 8 hours per day): including lodging and boarding for the service engineer, during post-warranty 3 (three) Years Annual Maintenance Contract	Man days	342	₹ 10,000/- Plus applicable GST at the time of actual delivery.
4.	Conveyance charges for journey on deputation performed by the service engineer, during post warranty 3 (Three) Years Annual Maintenance Contract. The contractor will be paid per Km of actual distance travelled between OEM's Service centre to place of work (to & fro).	Km.	410400	₹ 7.25/- Plus applicable GST at the time of actual delivery

### **3.0 Terms & Conditions:**

All terms and conditions are as per tender. Some of the important conditions are as under:

<b>SN</b>	<b>Item</b>	<b>Tender Condition</b>
1	Price basis and Price Variation:	PVC as per tender Cl. 9.9 of ITT is admissible only on indigenous portion of the basic machine price i.e. ₹ 2,83,35,212.64/- only. All other prices of the contract shall be firm.
2	Taxes & Duties	All the prices mentioned in above are basic rates and exclusive of all Taxes & Duties. Taxes & Duties, as applicable at the time of actual supply, shall be to the account of the purchaser subject to other tender conditions.
3	Foreign Exchange Variation	Variation in Foreign Exchange Rate shall be to the account of the purchaser subject to other tender conditions.
4	Statutory Variation Clause	Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State/Central Governments in respect of the items stipulated in the contract (and not the raw material thereof), within the original delivery period of 34 months, or last unconditionally extended delivery period shall be on Railways' account. Only such variation shall be admissible

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		which takes after 24.01.2020. No claim on account of Statutory Variation in respect of existing tax/duty will be accepted. No claim on account of Statutory Variation shall be admissible on account of misclassification by the supplier/contractor.
5	Payment terms	As per Clause 12.0 of Special Conditions of the Contract.
6	Training	As per Cl. 20.0 of ITT to be read with Clause 19.0 of TS
7	Inspection	As per tender Clause 22.0 of GCC read with Clause 20.0 of TS.
8	Delivery period.	All 19 Machines along with ordered spares shall be delivered within 34 months from the date of placement of order.
9	Liquidated Damages	As per tender Clause 19.0 of GCC
10	Performance Guarantee Bond	Performance Guarantee Bond shall be submitted as per Tender Clause 21.0 of GCC.
11	Warranty	1200 effective working hours or 24 months from the date of commissioning and proving test of machine. As per Clause 9.0 of SCC read with Clause 18.0 of Technical Specifications.
12	Warranty Guarantee Bond	The contractor shall submit Warranty Guarantee Bond as per Tender Clause 9.10 & 9.11 of SCC.
13	Commissioning	As per Clause 11.0 of SCC.
14	All other Terms & Conditions including O&M contract conditions for BRM	As per Tender document.

**4.0** As per Clause 21 of GCC, you are required to submit a Performance Bank Guarantee of value USD 1,337,358/- (USD One Million Three Hundred Thirty Seven Thousand Three Hundred and Fifty Eight only), being 10% of the value of the contract with validity of 40 months (DP of 34 months + 6 months) within 30 days of issue of Letter of Acceptance.

**5.0** You may acknowledge this acceptance letter. The issuance of this acceptance letter shall be deemed to have concluded the contract. Detailed contract will be issued subsequently on submission of Performance Bank Guarantee in terms of the subject tender conditions and your Advance Acceptance Letter.

Yours faithfully,

*Dinesh Tripathi*  
 01.7.2020  
 (Dinesh Tripathi)  
 Director Track (Machines)  
 Railway Board  
 For and on behalf of the President of India