

GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
RAILWAY BOARD

No. 2019/Track-III/MC/15

New Delhi, dt. 11 .03.2020

M/s Plasser India Private Limited,  
13<sup>th</sup> Milestone Mathura Road,  
Gurukul Indraprastha Estate,  
PO Amar Nagar, Faridabad,  
Haryana-121 003

LETTER OF ACCEPTANCE

**Sub: Procurement of 18 Nos. Ballast Cleaning Machines (Model RM 80-92 U) against E-Global Tender No. TM-1918.**

**Ref: Your E-offer Bid Id No. 10813526 dated 23.01.2020 submitted against subject E-Global tender.**

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In reference to your E-Offer referred above, Competent Authority has accepted your offer for manufacture and supply of Ballast Cleaning Machine (BCM) as per the following scope of work, prices and terms & conditions:

**Price Details:**

Item No.	Description of the Item	Unit	Unit Price	Quantity
Item No.1	Design, manufacture, supply, testing, commissioning Ballast Cleaning Machine (BCM) & Training of Indian Railway personnel	No.	<b>Imported Portion:</b> <b>Basis: CIF Mumbai/ Nhava Sheva. EUR 909,926.50/- (Breakup: FOB EUR 870,760/- Hamburg Port + Transit Freight EUR 35,000/- + Insurance EUR 4,166.50) plus Custom Duty, IGST etc.</b>  <b>Indigenous Portion:</b> <b>₹ 9,50,11,000.00 (Ex-works Karjan/ Gujarat) plus applicable GST at the time of actual delivery</b>  + (plus)	18

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			<b>Incidentals: ₹ 16,47,803</b> <b>(Break up:</b> Custom Port Clearance - ₹ 11,47,803/- + Freight - ₹ 5,00,000/-) plus applicable GST at the time of actual delivery.  Reimbursement shall be on actual basis or as per the contractual prices whichever are less at the time of supply.	
<b>Item No.2</b>	Lump sum cost of the Set of Spares per Ballast Cleaning Machine (BCM) required for 1200 effective Working Hours of the machine during warranty period as defined in Clause 20.0 of the Technical Specification of the Machine. The Set of Spares offered shall <b>exclude consumables</b> such as wear plates, Cutting Chain conveyor Belt, Screen Mesh, all types of Filters.	Set	₹ 24,99,382/- plus applicable GST at the time of actual supply	18
<b>Item No.3</b>	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	₹ 11,550/- plus applicable GST at the time of actual delivery	324 (Estimated)
<b>Item No. 4</b>	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).	Kms	₹ 8.50/- plus applicable GST at the time of actual delivery	388800 (Estimated)

#### Terms & Conditions:

SN	Item	Recommended Tender Condition
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. ₹ 9,50,11,000.00 only. All other prices of the contract shall be firm.

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2.	Taxes & Duties	All the prices are basic rates and exclusive of all Taxes & Duties. All Taxes and Duties (Customs, IGST, GST, etc.) as applicable at the time actual supply, shall be to the account of the purchaser.
3.	Payment terms	As per tender Cl. 12.0 of SCC.
4.	Training	As per tender Cl. 20.0 of ITT to be read with Clause 23.0 of TS. Training will take place OEM's Training Centre at Karjan, Gujarat.
5.	Service Engineer	As per tender Cl. 21.0 of ITT to be read with Clause 23.0 of TS. After sale service shall include training, commissioning, putting into operation and advise in proper maintenance of the machines.
6.	Inspection	By Purchaser or his nominee as per tender clause 22.0 of GCC to be read with Clause 19.0 of TS.
7.	Delivery period.	<p>All 18 machines along with set of spares shall be delivered within <b>30 months, Ex-Works Karjan, Gujarat</b> from the date of placement of Order/ Acceptance Letter.</p> <p>In case of delay in the supply, recovery of Liquidated Damage (LD) shall be levied @ <math>\frac{1}{2}\%</math> per week or part of the week during which delivery is accepted subject to the upper limit of 10% of the value of contract, irrespective of delays.</p>
8.	Liquidated Damages	As per tender Clause 19.0 of GCC.
9.	Performance Guarantee Bond	Performance Guarantee Bond shall be submitted as per Tender Clause 21.0 of GCC.
10.	Warranty	As per tender Cl. 9.0 of SCC and Clause 20.0 of TS .
11.	Warranty Guarantee Bond	The contractor shall submit Warranty Guarantee Bond as per Tender Clause 9.10 & 9.11 of SCC.
12.	Commissioning	The machine shall be inspected and commissioned at Plasser India's Work's in Karjan, Gujarat and an Inspection-cum-Commissioning Certificate shall be issued by Inspecting Railway Officer for release of payment.

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		However, the contractor shall again do the final calibration and commissioning of the machines at ultimate consignee's location within 90 days of its arrival of final destination in zonal railway as per Clause 11.0 of SCC.
<b>13.</b>	Statutory Clause Variation	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 30 months, or last unconditionally extended delivery period shall be on Railways' account. Only such variation shall be admissible which takes place after submission of bids i.e. 24.01.2020. No claim on account of Statutory Variation shall be admissible on account of misclassification by the supplier/contractor.
<b>14.</b>	Acceptance Test	As per Clause 24.0 of TS
<b>15.</b>	All other Terms & Conditions	As per Tender Document.

You are required to submit a Performance Bank Guarantee of value ₹ 31,00,54,650/- (₹ Thirty One Crore Fifty Four Thousand Six Hundred Fifty only), being 10% of the value of the contract with validity of 36 months (DP of 30 months + 6 months) as per Clause-21.0 of GCC.

You may acknowledge this advance 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.

*Dinesh Tripathi*  
 Director, Track (Machines)  
 Railway Board

*Off 11.03.2020*