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GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. 2019/Track-III/MC/13

New Delhi, dt. \ 2.02.2020

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

Sub: Procurement of 13 Nos. Shoulder Ballast Cleaning Machines (Model FRM 85 F)
against E-Global Tender No. TM-1916.

Ref: Your E-offer Bid Id No. 10549547 dated 21.11.2019 submitted against subject
E-Global tender.

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

Price Details:

Item No.	Description of the Item	Quantity	Unit Price
Item No.1	Design, manufacture, supply, testing, commissioning of Shoulder Ballast cleaning Machines (SBCM) & training of Indian Railway personnel	13 Nos.	Imported Portion: Basis: CIF Mumbai/ Nhava Sheva. EUR 1082,397.89/- (Breakup: FOB EUR 1056,000/- Hamburg Port + Transit Freight EUR 21,120/- + Insurance EUR 5277.89) plus Custom Duty, IGST etc. applicable at the time of supply within the delivery period of the contract.
			+ (plus)
			Indigenous Portion: ₹ 9,43,77,920.00 (Ex-works Karjan/ Gujarat) plus applicable GST at the time of actual delivery
			+ (plus)
			Incidentals: ₹ 16,47,803 (Break up: Port Handling

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			Charges - ₹ 8,65,920/- + Freight - ₹ 3,00,000/- + Clearance, Ins, etc - ₹ 4,81,883/-) 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.
Item No.2	Lump sum cost of the Set of Spares per machine (SBCM), required for 1200 effective Working Hours of the machine during warranty period as defined in Clause 19.0 of the Technical Specification of the Machine, (The Set of Spares offered shall exclude consumables such as wear plates, Cutting Chain, Conveyor Belts, Screen Mesh & All type of filters)	13 Sets	₹ 38,24,875/- plus applicable GST at the time of actual supply
Item No.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	234 Man Days	₹ 11,550/- plus applicable GST at the time of actual delivery
Item No. 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).	280800 Kms	₹ 8.50/- plus applicable GST at the time of actual delivery

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. ₹ 9,43,77,920.00 only. All other prices of the contract shall be firm.
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.

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3.	Payment terms	As per tender Cl. 12.0 of SCC.
4.	Training	As per tender Cl. 20.0 of ITT.
5.	Service Engineer	As per tender Cl. 21.0 of ITT. After sale service shall include training, commissioning, putting into operation and advise in proper maintenance of the machines.
6.	Inspection	As per tender clause 22.0 of GCC.
7.	Delivery period.	All 13 machines along with set of spares shall be delivered within 20 months, Ex-Works Karjan, Gujarat or Faridabad, Haryana from the date of placement of Order/ Acceptance Letter. Supply of machines should commence within 12 months from the date of placement of order/ Acceptance Letter.
8.	Liquidated Damages	As per tender Clause 19 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 .
11.	Warranty Guarantee Bond	The contractor shall submit Warranty Guarantee Bond as per Tender Clause 9.10 & 9.11 of SCC.
12.	Commissioning	<p>The machine shall be inspected and commissioned at Plasser India's Work's in Faridabad/ Karjan and an Inspection-cum-Commissioning Certificate shall be issued by nominated Railway Officer for release of payment.</p> <p>However, the contractor shall again do the final calibration and final 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.</p>
13.	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 20 months, or last unconditionally extended delivery period shall be on

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		Railways' account. Only such variation shall be admissible which takes place after submission of bids i.e. 21.11.2019. No claim on account of Statutory Variation shall be admissible on account of misclassification by the supplier/contractor.
14.	All other Terms & Conditions	As per Tender Document.

You are required to submit a Performance Bank Guarantee of value ₹ 24,39,51,130/- (₹ Twenty Four Crore Thirty Nine Lakhs Fifty One Thousand One Hundred Thirty only), being 10% of the value of the contract with validity of 26 months (DP of 20 months + 6 months) as per Clause-21 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.

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12-01-2020

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