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GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. 2020/Track-III/MC/1

New Delhi, dt. 27.07.2020

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

Amendment No. 1

Sub: Procurement of 12 Nos. High Output Tamping cum Stabilizing Machine (HOT & S-3X) "Model 09-3X Dynamic Tamping Express" against E-Global Tender No. TM-2001 opened on 28.05.2020.

- Ref:**
- 1) Your E-offer Bid Id No. 11184427 dated 26.05.2020 submitted against subject E-Global tender.
 - 2) Railway Board's Letter of Acceptance No. of even No. dated 11.06.2020
 - 3) Your letter No. PIO-20/0705 dated 20.07.2020

With reference to this office Letter of Acceptance at Ref. 2 above, the price details of SOR Item No. 1 may be read as under:

Item No.	Description of the Item	Unit	Unit Price	Qty.
Item No.1	Design, manufacture, supply, testing, commissioning of High Output Tamping Cum Stabilizing Machine (HOT& S-3X) & Training of Indian Railway personnel	Nos.	Imported Portion: Basis: CIF Mumbai/ Nhava Sheva. EUR 2,014,880.77 (Breakup: FOB EUR 1,973,456 Hamburg Port + Transit Freight EUR 31,600 + Insurance EUR 9,824.77 @ 0.49% of CFR) plus Custom Duty, IGST etc. applicable at the time of supply within the delivery period of the contract. + (plus) Indigenous Portion: ₹ 7,88,67,600 (Ex-works Karjan/ Gujarat) plus applicable GST at the time of actual delivery + (plus)	12

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			Incidentals: ₹ 20,50,000/- (Break up: Clearance & Port Handling Charges: ₹ 14,00,000/- + Freight: ₹ 6,50,000/-) 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.	
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2. All other terms and conditions of the Letter of Acceptance referred at 2 above, will remain unchanged.

3. Please acknowledge receipt.

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

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No. 2020/Track-III/MC/1

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

LETTER OF ACCEPTANCE

Sub: Procurement of 12 Nos. High Output Tamping cum Stabilizing Machine (HOT & S-3X) "Model 09-3X Dynamic Tamping Express" against E-Global Tender No. TM-2001 opened on 28.05.2020.

Ref: Your E-offer Bid Id No. 11184427 dated 26.05.2020 submitted against subject E-Global tender.

In reference to your E-Offer referred above, Competent Authority has accepted your offer for manufacture and supply of High Output Tamping cum Stabilizing Machine (HOT & S-3X) "Model 09-3X Dynamic Tamping Express" 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 of High Output Tamping Cum Stabilizing Machine (HOT& S-3X) & Training of Indian Railway personnel	Nos.	Imported Portion: Basis: CIF Mumbai/ Nhava Sheva. EUR 2,014,880.77/- (Breakup: FOB EUR 1,973,456/- Hamburg Port + Transit Freight EUR 31,600/- + Insurance EUR 9,824.77 @ 0.49% of CFR) plus Custom Duty, IGST etc. applicable at the time of supply within the delivery period of the contract. + (plus) Indigenous Portion: ₹ 7,88,67,600 (Ex-works Karjan/ Gujarat) plus applicable GST at the time of actual delivery	12 Nos.

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			+ (plus) Incidentals: ₹ 20,50,000/- (Break up: Clearance & Port Handling Charges - ₹ 14,00,000/- + Freight - ₹ 6,00,000/-) 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.	
Item No.2	Lump sum cost of the Set of Spares per machine (HOT&S-3X), required for 1200 effective Working Hours of the machine during warranty period as defined in Clause 21.0 of the Technical Specification of the machine, (The Set of Spares offered shall exclude consumables such as tamping tools, fuel/lubricants)	Sets	₹ 77,25,073/- plus applicable GST at the time of actual supply	12 Sets
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	Man Days	₹ 11,550/- plus applicable GST at the time of actual delivery	216 Man Days
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).	Kms	₹ 8.50/- plus applicable GST at the time of actual delivery	259200 Kms

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. ₹ 7,88,67,600 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 18.0 of TS. Training will take place OEM's Training Centre at Faridabad/ Haryana and/ or Karjan, Gujarat.
5.	Service Engineer	As per tender Cl. 21.0 of ITT to be read with Clause 18.0 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 20.0 of TS.
7.	Delivery period.	All 12 machines along with set of spares shall be delivered within 27 months, Ex-Works Karjan, Gujarat from the date of placement of Order/ Acceptance Letter.
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 21.0 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	<p>The machine shall be inspected and commissioned at Plasser India's Work's in Faridabad/Karjan, Gujarat and an Inspection-cum-Commissioning Certificate shall be issued by Inspecting Railway Officer for release of payment.</p> <p>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.</p>

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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 27 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. 27.05.2020. No claim on account of Statutory Variation shall be admissible on account of misclassification by the supplier/contractor.
14.	Acceptance Test	As per Clause 23.0 of TS
15.	All other Terms & Conditions	As per Tender Document.

You are required to submit a Performance Bank Guarantee of value ₹ 31,07,52,654/- (₹ Thirty One Crore Seven Lakh, Fifty Two Thousand Six Hundred Fifty Four only), being 10% of the value of the contract with validity of 33 months (DP of 27 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.

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11.06.2020

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