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GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. 2019/Track-III/MC/9

New Delhi, dated 10.07.2020

M/s Plasser&Theurer,
Export von Bahnbaumaschinen Gesellschaft m.b.H.,
Johannesgasse 3, A-1010, Wien,
Austria

Sub: Procurement of 3 Nos. Points & Crossing Tamping Machines (PCT)against E-Global Tender No. TM-1912 opened on 13.12.2019.

Ref: 1) Your E-offer Bid Id No.10650229submitted against subject E-Global tender.
2) Railway Board's Counter Offer vide letter of even No. dated 27.04.2020
3) Your response of Board's Counter Offer vide your letter dated 28.05.2020

In reference to your E-Offer referred above and your acceptance of Counter Offer (Ref 3), Competent Authority have accepted your offer for manufacture and supply of Points & Crossing Tamping Machines (PCT) as per the following scope of work, prices and terms & conditions:

2.0 Price Details:

Item No.	Description of the Item	Unit	Unit Price	Quantity
Item No.1	Design, manufacture, supply, testing, commissioning of Point & Crossing Tamping Machine (PCT) & Training of Indian Railway personnel	No.	<p>Imported Portion: Basis: CIF Mumbai/ Nhava Sheva. EURO 732,700/- plus landing charges, Custom Duty, IGST etc. applicable at the time of supply within the delivery period of the contract.</p> <p>+ (plus)</p> <p>Indigenous Portion: ₹ 7,32,00,000/- (Ex-works Faridabad, Haryana/Karjan, Gujarat) plus applicable GST at the time of actual delivery</p> <p>+ (plus)</p> <p>Incidentals: ₹ 3,39,151/- (Break up: Custom Clearance & Handling Charge: ₹ 1,24,151/- + Inland Freight & Insurance: ₹ 2,15,000/- plus applicable GST at the time of actual delivery. Reimbursement shall be on actual basis or as</p>	3

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			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 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 Tamping Tools & All type of filters)	Set	₹ 84,94,030/- including GST @ 18%	3
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.	No.	₹ 2,45,322/- (for 18 Man days) including GST @ 18%	3
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).	No.	₹ 2,16,648/- (for 21600 Km) including GST @ 18%	3

3.0 It may be noted that the offered quantity may be varied from 3 to 6 Sets of Point & Crossing Tamping Machine (PCT) at the rate mentioned above within one year from date of placement of Order / Acceptance Letter. The calculation of man-days and distance (in Kms) for the purpose of SOR Item Nos. 3 & 4 will also be made accordingly.

4.0 Terms & Conditions:

SN	Item	
4.1	Place of manufacture	M/s Plasser & Theurer, Austria have entrusted M/s Plasser (India) Pvt. Ltd, Faridabad to execute the contract under this tender and manufacture and supply these machines directly to Indian Railways. Therefore, M/s Plasser (India) Pvt. Ltd, Faridabad shall manufacture, supply, and commission the offered PCT Machine to IR directly.
4.2	Price basis and Price	PVC as per tender Cl. 9.9 of ITT is admissible only on

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	Variation:	indigenous portion of the basic machine price i.e. ₹ 7,32,00,000/-only. All other prices of the contract shall be firm.
4.3	Taxes & Duties	All the prices under Item No. 1 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.
4.4	Invoicing	The invoices in respect of the SOR Item Nos. 1 to 4 will be issued directly by Plasser India.
4.5	Payment terms	<p>The payments for all the invoices will be made directly to Plasser India.</p> <p>The payment terms will be governed by Tender Cl. 12.0 of SCC read with Cl. 11.3 of ITT (i.e. in case of partly imported and partly indigenous supplies).</p>
4.6	Training	As per tender Cl. 20.0 of ITT read with Clause 21.0 of TS.
4.7	Service Engineer	<p>As per tender Cl. 21.0 of ITT to read with Clause 21.0 of TS. The after-sales services will be provided by Plasser India and shall include training, commissioning, putting into operation and advise in proper maintenance of the machines.</p> <p>An after sales center with adequate stocks of spares and stationed service engineers will be set up by Plasser India at Faridabad/Karjan in terms of tender Cl. 19.2 of GCC.</p>
4.8	Inspection	Inspection shall be carried out at Works of Plasser India at Faridabad/Karjan in accordance with tender clause 22.0 of GCC and Clause 20.0 of TS.
4.9	Delivery period.	All 3 machines along with set of spares shall be delivered within 22 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.
4.10	Liquidated Damages	As per tender Clause 19.0 of GCC.
4.11	Performance Guarantee Bond	Performance Guarantee Bond shall be submitted by P&T Austria as per Tender Clause 21.0 of GCC.
4.12	Warranty	As per tender Cl. 9.0 of SCC& Clause 19.0 of TS.
4.13	Warranty Guarantee Bond	The contractor shall submit Warranty Guarantee Bond as per Tender Clause 9.10 & 9.11 of SCC.
4.14	Commissioning	The machine shall be inspected and commissioned at

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		<p>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>
4.15	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 22 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. 13.12.2019. No claim on account of Statutory Variation shall be admissible on account of misclassification by the supplier/contractor.
4.16	All other Terms & Conditions	As per Tender Document.

5.0 In order to ensure satisfactory performance of the contract, P&T Austria will be required to submit a Performance Bank Guarantee of 10% of the value of the contract with validity of 28 months (DP of 22 months + 6 months) as per Clause 21.0 of GCC within 30 days from the date of issue of this letter. In case of increase of numbers of machine, the Performance Bank Guarantee with enhanced value will also be submitted.

6.0 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.

O/C
10.7.2020
(Dinesh Tripathi)
Director, Track (Machines)
Railway Board

Received
28/07/2020