

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
रेलवे बोर्ड (RAILWAY BOARD)

No. 2023/RS(E)/TM/1

New Delhi, Dated. 10.09.2024

M/s Plasser India Private Limited,
13th Milestone Mathura Road,
PO Amar Nagar, Faridabad,
Haryana-121003

Purchase Order

Sub: Railway Board's E-Tender No.2023-TM-1 for 'Design, Manufacture, Supply, Testing & Commissioning of Worksite Tampers (WST) along with Training of Indian Railway personnel and 3 years post warranty AMC', opened on 17.01.2024

The President of India, acting through Director Railway Stores (F), Railway Board is pleased to place the following contract subject to the terms and conditions detailed below:-

2	Purchaser	The President of India
3	Name and address of the contractor	M/s Plasser India Private Limited, 13 th Milestone Mathura Road, PO Amar Nagar, Faridabad, Haryana-121003
4(a)	Purchaser's reference	(i) Railway Board's E-Tender No.2023-TM-1 opened on 17.01.2024 (ii) Railway Board's Letter of acceptance No.2023/RS(E)/TM/1 dated 05.08.2024 and its amendment no.1 dated 14.08.2024.
4(b)	Contractor's reference	(i) Your e-offer No. 16219581 dated 17.01.2024. (ii) Your revised negotiated offer letter no.PIO-24/725 dated 15.07.2024.
4(c)	Consignee Details	To be advised by purchaser.

5. Particulars of Purchase Order:

5(a) Worksite Tampers(WST) (Model No. Duomatic 08-32 C):

Worksite Tampers (WST) (Model No. Duomatic 08-32 C) to be supplied by M/s Plasser India Private Limited, Faridabad, Haryana.

The technical details of Worksite Tampers (WST) shall conform to technical specifications and technical details attached at **Annexure-I** of Purchase Order.

5(b) Price per machine consisting of sub-clause 5(a) above:

Item No.	Description of the Item	Quantity	Unit Price
Item No.1	Design, manufacture, supply, testing, commissioning of Worksite Tampers & Training of Indian Railway Personnel	88 Nos.	<p>Imported Portion: Basis: CFR Nhava Sheva Port/ Mumbai EUR 2,11,009 (Breakup: FOB EUR 2,04,944 North European Seaport/Hamburg Seaport + Transit Freight EUR 6065) plus Insurance, Custom Duty, IGST etc. applicable at the time of supply within the delivery period of the contract.</p> <p>Indigenous Portion: Rs.7,59,93,711/- (Ex-works Karjan/Faridabad) (Breakup: Basic Rate Rs.7,55,03,711/- + Port Clearance Charges Rs. 2,40,000/- + Inland Transportation Rs. 2,50,000/-) plus GST @ 18%</p> <p>Reimbursement shall be on actual basis or as per the contractual prices whichever are less at the time of supply.</p>
Item No.2	Lump sum cost of the Set of Spares per Machine as defined in Clause 15.0 of the Technical Specification of the Machine, required during warranty period of the machine (The Set of Spares offered shall exclude consumables such as Tamping Tools & All type of filters). The spares will be supplied along with the machine.	88 sets	Rs.13,82,642/- plus GST @ 18%
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.	1584 Man Days (Estimated)	Rs.20,650/- plus GST @ 18%

28/5/20

S. K. K.

6/6/20

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).	19,00,800 Kms (Estimated)	Rs. 10.50 plus GST @ 18%
------------------	---	------------------------------	--------------------------

5(c) Quantity Variation Clause: The purchaser reserves the right to increase the quantity upto 30% of ordered quantity during the currency of the contract on the same price, terms and conditions with suitable extension in delivery period for the increased quantity.

6. Prices:

6(a) Taxes & Duties: All the prices are basic rates and exclusive of all Taxes & Duties. All Taxes & Duties (Customs, IGST, GST etc. as applicable at the time of actual supply, shall be to the account of the purchaser.

6(b) Price Variation Clause: Price Variation as per clause 15.0 of Schedule of Requirements of Bid Document is admissible only on indigenous portion of the basic price of the machine (Item No.1) i.e. Rs.7,55,03,711/- only.

6(c) Statutory Variation Clause: As per clause 9.9 of Instructions to Bidders of Bid Document and its Corrigendum to tender conditions. Statutory Taxes/Duties shall be paid against documentary evidence as per actual as applicable during the currency of the contract for item no.1 & 2. However, increase in taxes or duties on account of misclassification or misapprehension of law shall not be allowed.

7. Specifications and technical requirements:

The machines shall conform to technical specifications and technical details attached at **Annexure-I** of Purchase Order.

8. Place of Manufacture:

- (i) Imported Components: M/s Plasser & Theurer, Austria
- (ii) Indigenous Components: M/s Plasser India Private Limited, Ex-Works Karjan/Faridabad.

The components for Worksite Tampers (WST) imported from M/s Plasser & Theurer, Austria will be assembled with the indigenous components by M/s Plasser India Private Limited in their works at Faridabad/Karjan. The complete machine shall be supplied and delivered by M/s Plasser India Private Limited on Ex-Works Faridabad, Haryana/Karjan, Gujarat,

9. Delivery Schedule:

As per Clause 2.0 of Schedule of Requirements of Bid Document. All the 88 Nos. machines along with the set of spares (Item No.1 & 2) shall be delivered within 42 months, Ex-works Karjan/Faridabad, from the date of placement of purchase

order. As per corrigendum of clause 9.8 of Instructions to Bidders of Bid Document, complete machines along with spares shall be delivered on a nearest Indian Railway siding close to the manufacturing plant of the firm.

10. Inspection:

As per Clause 21 of General Conditions of Contract of Bid Document. Inspection will be done by nominee of the purchaser as per clause 20.0 of Technical Specification. Details of the inspecting official will be advised by purchaser after placement of Purchaser Order. The cost of the inspection will be on Purchaser's account subject to other provisions contained herein. At least 8 weeks' notice must be given to inspecting authority to enable him to arrange the necessary inspection.

11. Warranty: As per clause 10 of Special Conditions of Contract of Bid Document.

12. Liquidated Damages: As per Clause 17 of General Conditions of Contract of Bid Document and its Corrigendum to tender conditions.

13. Commissioning:

Machines shall be inspected and commissioned at supplier's Work's in Karjan and an Inspection-cum-Commissioning Certificate shall be issued by nominated Railway Officer for release of payment.

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 12 of Special Conditions of Contract of Bid Document.

14. Consignee:

After satisfactory Inspection cum commissioning of the machines as certified by the Inspecting Officer, nominated by the Purchaser, the machines shall be taken over by the consignee on a nearest Indian Railway siding close to the manufacturing plant of the firm. As per clause 16 of Schedule of Requirements of Bid Document, Consignee details to whom the machines will be supplied by the contractor will be intimated by the purchaser after placement of contract.

15. Training of Railway Staff: As per clause 21 of Instructions to Bidders of Bid Document. Training will take place at supplier's existing training centre at Karjan.

16. Service Engineer:

As per clause 22 of Instructions to Bidders of Bid Document. After sales service by supplier will include training, commissioning, putting into operation and advice in proper maintenance of the machines.

17. Payment terms: As per clause 12 of Instructions to Bidders of Bid document and its Corrigendum to tender conditions.

The Principal Financial Advisor (PFA), Central Railway, CST, Mumbai, will maintain accounts and arrange all payments.

18. PBG/Security Deposit: M/s Plasser India Pvt. Ltd. has submitted the Performance Bank Guarantee Bond No.GA3124-20160 dated 21.08.2024 for EURO 1,207,660.00 and Bond No.GA3124-20161 dated 21.08.2024 for Rs.401,738,030.00 valid upto 31.08.2028 issued by Raiffeisen Bank International AG, Vienna, Austria and duly authenticated by Central Bank of India, Parliament Street, New Delhi, as per clause 20 of General Conditions of Contract of Bid Document.

19. Tools and Instruction Manuals:

As per clause 14.0 of Technical Specifications of Bid Document.

20. Conditions:

The contract shall be subject to the conditions stipulated in Tender No.2023-TM-1 opened on 17.01.2024 and its Corrigendum to tender conditions to the extant have not been superseded by the above clauses. Annexure I, II, & III attached to this contract form part of this contract:

Annexure I: Technical Specifications & corrigendum to Technical Specifications of Bid Document and copy of offered Technical details of Machine (Page 7-124).

Annexure II: List of Spare Parts of the Machine and Tools to be supplied with each machine (Page 125-133).

Annexure III: Bid Document and its Corrigendum to tender conditions. (Page 134-226)

21. The contract is issued by order and in the name of President of India.

22. Three copies of contract are enclosed. One copy duly signed by the Contractor or his duly authorized representative with each page initiated should be returned for record to this office within 15 days from the date of issue of this Purchase Order.

(Signature)
10/09/24

(Gaurav Kumar)
Director Railway Stores (F)
Railway Board

D.A.: As above.

(Signature)

(Signature)

Proforma for acceptance of Purchase Order No. 2023/RS(E)/TM/1 dated 10.09.2024

We accept the Purchase Order on the terms & conditions set out herein.

For & on behalf of

M/s : Plasseex India Pvt. Ltd.

Signed: S. Kail

Dated: 10/09/24

Witness: Mohammad Umar

Signed: M. Umar

Dated: 10/09/24

No. 2023/RS(E)/TM/1

New Delhi, dated 10.09.2024

Copy to:

1. Executive Director Track (M&MC), Railway Board.
2. F(S)-II Branch of Railway Board.

Gaurav Kumar
10/09/24

(Gaurav Kumar)

Director Railway Stores (F)
Railway Board

No. 2023/RS(E)/TM/1

New Delhi, dated 10.09.2024

Copy to:

1. PFA, Central Railway, CST, Mumbai (Original Performance Bank Guarantee Bond No. GA3124-20160 dated 21.08.2024 for EURO 1,207,660.00 and Bond No. GA3124-20161 dated 21.08.2024 for Rs.401,738,030.00 valid upto 31.08.2028 issued by Raiffeisen Bank International AG, Vienna, Austria and duly authenticated by Central Bank of India, Parliament Street, New Delhi drawn towards Security Deposit is enclosed herewith for necessary action pl.
2. Comptroller & Audit General of India, Room No.224, Rail Bhavan, New Delhi.
3. Director of Audit, Central Railway, Mumbai.

For Member (Finance)
10/09/24

For Member (Finance)