



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

No.2022/RS(WTA)-534/Axles/874/2

New Delhi, dated 19/04/2023

M/s Bonatrans India Pvt. Ltd.
Plot No.-119, Shendra Five Star Industrial Area,
Shendra MIDC,
Aurangabad-431 154
Maharashtra.

E.mail: trilok.sisodia@ghh-bonatrans.com

Dear Sirs,

Sub:-	Contract No.2022/RS(WTA)-534/Axles/874/2 dated 19/04/2023 for procurement of Semi-finished LHB Axles for FIAT Bogies as per specification No.IRS R-1695 corrigendum No.1 to 4 with ICF drawing No.AAA02045 Alt.b with protection & packing of Axles as per specification No.RWF/M/SPECN-1/126/2019 (PL No.33509037) against tender No.WTA-534 opened on 30/11/2022.
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This is in continuation of your offers/subsequent letters detailed in para 4(b) below and this office advance letter of acceptance No.2022/RS(WTA)-149/Tender/534 dated 02/03/2023, it is hereby advised that the President of India is pleased to place the following contract subject to the terms and conditions detailed below:-

2.	Purchaser	The President of India
3.	Name & address of Contractor	M/s Bonatrans India Pvt. Ltd. Plot No.-119, Shendra Five Star Industrial Area, Shendra MIDC, Aurangabad-431 154 Maharashtra. E.mail: trilok.sisodia@ghh-bonatrans.com
4(a)	Purchaser's references	This Ministry's tender No. WTA-534 opened on 30/11/2022 and advance letter of acceptance No. 2022/RS(WTA)-149/Tender/534 dated 02/03/2023.
4(b)	Contractor's offer No. & date:	1) Your e-bid number No. 14554002 dt 30/11/2022. 2) Your letter No. BIPL.RB.WTA-534.01 dated 28/02/2023.

5(a) Particulars of the order:

Item No.	Description/ Drawing	Specification	Contract Qty. (in nos.)	Price per Axle inclusive freight & GST (in Rs)	Total Value (all inclusive) (in Rs.)
1.	Semi finished LHB Axles for FIAT-IR Bogie as per ICF drawing No.AAA02045 Alt. 'b'. (PL No.- 33509037)	IRS Specification IRS R-1695 with corrigendum No.1 to 4 with protection & packing of Axles as per specification No.RWF/M/ SPECN- 1/126/2019	5000 nos.	Rs.98,735/- (inclusive of packing and forwarding Charges and Freight Charges) GST as applicable (at present 18%) = Rs. 17,772.3/- Total = Rs.116,507.3 /- (inclusive of packing and forwarding Charges and Freight Charges and GST)	Rs. 58,25,36,500/-
		Total	5000		Rs. 58,25,36,500/-

(TOTAL VALUE INCLUSIVE OF FREIGHT, PACKING CHARGES AND GST IS RUPEES FIFTY EIGHT CRORE TWENTY FIVE LAKH THIRTY SIX THOUSAND FIVE HUNDRED ONLY)

- 5(b) **Price:** The above prices are firm & fixed and will not subject to variation on any account.
- 5(c) The purchaser will not be responsible for the payment of tax or duty made by the supplier under mis-apprehension of law.
- 5(d) **Agency Commission:** Not Applicable.
- 5(e) **Quantity Variation Clause:** The Purchaser reserves the right to increase or decrease the quantity up to a maximum of 30% (Thirty percent) of the Contract quantity after the placement of order and during the currency of contract at the same rate, terms and conditions.
6. **Specification and Drawing:** The axles shall be manufactured and supplied in accordance with the drawing and specification given in clause 5(a) above.
7. **Terms of delivery:** FOR Destination (As per details given in Annexure I - enclosed).
8. **Place of Manufacture:** M/s BIPL, Aurangabad will be importing black forged axles from Railteco, China and will do the machining in India.

9. **Delivery Schedule:**

First lot of 400 axles to be supplied within first 5 months, and balance supply to be completed in another 4 months.

10. **Consignee:** As given in the Annexure-I (enclosed).

11. **Axle Marking:** Stamping (Branding) on Axles will be done strictly in accordance with contract specification/drawing given in clause 5(a) above.

a) For manufacturer's name code, you shall stamp words **BI**.

b) Code for the particular contract to be followed in this case shall be **W534/2**.

12. **Inspection:** The inspection will be carried out in accordance with contract specification by M/s RITES. Black Forged axles to be inspected at Railteco, China and finished axles to be inspected at M/s BIPL, Aurangabad, India. The inspection will be carried out by the M/s RITES or his authorized representative at manufacturer's premises at the cost of the Purchaser in terms of Clause 6.0 of General Tender Conditions of Bid Document. M/s RITES should undertake inspection of Axles strictly as per contract specifications. M/s RITES may please ensure compliance of technical requirements stipulated in Contract specifications and drawings.

The contractor shall afford full facilities to the Indian Government Inspector to inspect the stores at all stages of manufacture. At least four weeks notice must be given to the Indian Govt. Inspector and Purchaser to enable them to arrange necessary inspection. The inspector nominated by the Purchaser shall have full powers at every stage of progress to inspect the materials at such intervals as he/they may deem fit and to reject any of the materials which do not conform to specifications of the contract and his/their decision on every question of intent and meaning of specifications shall be final and conclusive. Inspection and acceptance will be final at the Contractor's works and rejection if any shall be at the Contractor's cost subject to the provisions contained in the warranty clause.

13. The Invoice should be drawn giving supplier and consignee address as under:-

Supplier: M/s.Bonatrans India Private Limited, Plot No. A-119, Shendra Five Star Industrial Area, Shendra MIDC,Aurangabad-431154,Maharashtra, India.

Consignee: As given in Annexure-I (enclosed).

13.1 Attention of the contractor is specifically drawn to clause 12.0 of Instructions to Tenderers of Bid Document. The axles will have to undergo arduous transportation before reaching their destination and will have to be stored and handled in tropical climate conditions (including monsoons) before they are put into actual use. The Contractor shall pack the stores as per standard packing practices taking into consideration, inter-alia the above vital factors, so as to protect the axles from such conditions.

13.2 The contractor should despatch Receipted Lorry Challan/Invoice and all other documents to the ultimate consignees by reputed Courier service immediately after dispatch with a view to ensure

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the receipt of the documents well in advance of the arrival of the consignment at the consignee end. The contractor should also despatch simultaneously a complete set of dispatch documents including a copy of RR/Invoice to the Director, Railway Stores(M), Railway Board, Govt. of India, New Delhi-110001 (India).

14. **Paying Authority:** The PFA, RCF, Kapurthala; The PFA, MCF, Raebareli.

14(a) **Payment:** (i) Payment will be made through bank transfer by the Paying Authority on receipt of (a) contract copies duly signed accepting the same and (b) performance bank guarantee as per clause 15 of the contract and other documents as specified at 14(b) (i) to (vii) below.

(ii) Contractor to give consent in a mandate form for receipt of payment through ECS/EFT.

(iii) Contractor to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by Bank.

(iv) Contractor to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para (iii) above).

(v) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.

14(b) 90% of the price of the stores less amount recoverable towards liquidated damages as per clause 8 of General Tender Conditions of Bid Documents, for delay in despatches, will be payable through bank transfer on proof of inspection and despatch on submission of receipted challan duly signed by Gazetted officer within 30 days of receipt of dispatch documents and other documents as specified hereunder:-

i)	One copy of Receipted Lorry Challan duly signed by a Gazetted Officer of Ultimate Consignee's end.
ii)	Inspection Certificate issued by the M/s RITES for inspection at M/s BIPL, Aurangabad and including stage inspection in China as required.
iii)	A certificate that one copy of the despatch documents along with Receipted Lorry Challan indicating quantity, specification, description and weight of the materials have been forwarded to the Ultimate Consignee by a reputed courier.
iv)	Signed invoice quoting the date and contract No.2022/RS(WTA)-534/Axles/874/2 dated 14/04/2023.
v)	Certificate that the amounts claimed are correct in terms of the contract.
vi)	A certificate that the invoice has been drawn up duly deducting the liquidated damages for delay in dispatch of the respective installment.
vii)	Certificate that acceptable performance bank guarantee has been submitted in terms of clause 15 of the contract.

14(c) Balance 10% payments will be made within 90 days of receipt of materials at ultimate consignee against acceptance (Receipt note) subject to submission of documents as specified in clause 14(b) (i) to (vii) and a warranty bank guarantee for 10% value of the contract with adequate validity (as per format enclosed as Annexure Y of Bid Documents) from State Bank of India or any other

Indian nationalized bank governed by Reserve Bank of India guidelines, to cover the warranty obligations of the contract for period of warranty (as per clause 20.0 of General Tender Conditions of Bid Documents) as also for recovery of liquidated damages (as per provision contained in clause 12.0 of General Tender Conditions of Bid Document), as well as any loss that might be suffered by the Purchaser due to any breach of any of the conditions stipulated in the Bid Documents attached. Please note that warranty bank guarantees shall fully indemnify the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in warranty clause and also serve the purpose of satisfying IR's claims in any other contract in accordance with conditions of Tender.

14(d) While claiming the payment, the contractor shall present invoices duly deducting the liquidated damages for delay in delivery of axles with reference to the schedule stipulated in clause 9 of the contract. For this purpose, contractor shall work out the liquidated damages in accordance with clause 17 of the attached Bid documents Pt-II, Section-II of general conditions of contract.

14(e) The above payments shall be subject to the deduction of any amount for which the contractor is liable under this contract in terms of provisions contained in clause 14(c) above.

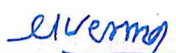
15. **Performance Bank Guarantee:** In terms of provisions contained in Clause-9 of Instructions to Tenderers of Bid Document, Performance Bank Guarantee No.113GT022307 dated 14/03/2023 for Rs. 1,74,76,095.00 (One Crore Seventy Four Lakh Seventy Six Thousand Ninety Five only) valid upto 31/08/2029 with claim period upto 31/08/2030 executed by Standard Chartered Bank, Trade Services, 1st Floor Express Building, 9/10, Bahadur Shah Zafar Marg, New Delhi-110002 has been received and is forwarded to the Principal Financial Adviser, RCF, Kapurthala for making the Letter of Credit operative. The performance bank guarantee shall remain in full force and in effect during the period that will be taken for satisfactory performance and fulfillment in all respects of the contract. As and when an amendment is issued to the contract extending the delivery period, the Contractor, shall, within fifteen (15) days of receipt of such an amendment furnish an amendment to the Performance Bank Guarantee rendering the same valid for the additional corresponding period.

16. Other terms & conditions of the contract as detailed in Bid Documents (copy enclosed) which are an integral part of the contract.

17. Six copies of the contract are sent herewith. Four copies duly initialed on each page and signed in full on this sheet in token of your acceptance may be returned within 15 days to the purchaser for record.

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

Yours faithfully,


(SUNIL KUMAR VERMA) 18/04/25
DIRECTOR, RAILWAY STORES (M)
RAILWAY BOARD
FOR & ON BEHALF OF PRESIDENT OF INDIA

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- Encl: 1. Bid Documents.
2. Annexure-I (Consignee Particulars)

No.2022/RS(WTA)-534/Axles/874/2

New Delhi, dated 18/04/2023

Copy to:-

1. **The Principal Financial Adviser, RCF, Kapurthala** - He may please adhere to clause 14 subject to receipt of acceptable Performance Bank Guarantee in terms of clause 15 above under advice to the Board. Implementation of Clause-14(b) (vii) and clause 14(d) should be ensured if there is delay in delivery of Axles with reference to schedule stipulated in clause 9 of contract.
2. Principal Financial Adviser: Rail Coach Factory/Kapurthala, MCF/Rae Bareli.
3. Principal Directors of Audit: Rail Coach Factory/Kapurthala, MCF/Rae Bareli.
4. ADAI (Railways), Rail Bhavan, New Delhi.

For MEMBER FINANCE / RAILWAY BOARD

No.2022/RS(WTA)-534/Axles/874/2

New Delhi, dated 19/04/2023

Copy to:-

1. The PCMM: Rail Coach Factory/Kapurthala, MCF/Rae Bareli.
2. The PCME: Rail Coach Factory/Kapurthala, MCF/Rae Bareli.
3. The Director General (Wagon Dte.)/ RDSO/ Lucknow.
4. The Executive Director, Enforcement Directorate, Ministry of Finance, Loknaya Bhawan, Khan Market, Lodi Road, New Delhi-110 003.
5. The General Manager (QA), RITES Limited, QA Division, 1, Sector-29, Gurgaon-122 001 (India) along with a copy of relevant drawing and specifications. Inspection may be done strictly as per contract.
6. FS-III Branch, Railway Board.
7. RS(F) Branch
8. DDF(S)-III.

(RASHMI DAHIYA)
SECTION OFFICER /RS(WTA)
RAILWAY BOARD

ENCL: AS ABOVE.

I/We accept the order on conditions stipulated therein for and on behalf of M/s.Bonatrans India Private Limited, Plot No. A-119, Shendra Five Star Industrial Area, Shendra MIDC, Aurangabad-431154, Maharashtra, India

WITNESS -----

SIGNATURE -----

DATE-----

ANNEXURE-I

Consignee particulars in respect to contract no.2022/RS(WTA)-534/Axles/874/2 dated 19/04/2023 for procurement of Semi finished LHB Axles for FIAT-IR Bogie as per ICF drawing No.AAA02045 Alt. 'b'.

Item & Drawing No.	Total Qty.	Rly/PU	Qty. in nos.	Consignee	Indent No. & date	Chargeable Head
Semi finished LHB Axles for FIAT-IR Bogie as per ICF drawing No.AAA02045 Alt. 'b'. (PL No.-33509037)	5000 nos.	MCF	2595	Dy.CMM, Depot shell, MCF, Raebareli.	01221127300401 dt 25.02.2023 (2595 out of 4332 nos.)	20712805
		RCF	193	Dy.CMM/D/Shell, RCF, Kapurthala	05221141701064 dt 21.06.2022	20712805
			2212		05211224700574 dt 16/04/2021	
		Total	5000			

for signature