



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

\*\*\*\*\*

No.2022/RS(WTA)-535/Wheels/874/1

New Delhi, dated 13/04/2023

M/s. TZ (TAIZHONG) HONG KONG  
INTERNATIONAL LIMITED,  
3604B, 36/F, Tower-2, Lippo Centre  
89 Queensway, Admiralty,  
HONGKONG  
Tel: +852 3978 9008  
FAX: +(852) 21104316.

Through:

M/s Alpha National Trading Co.,  
28-C, Satish Mukherjee Road,  
Kolkata – 700 026.

Dear Sirs,

<b>Sub:-</b>	Contract No.2022/RS(WTA)-535/Wheels/874/1 dated 13/04/2023 for procurement of Wheels for (i) 3-Phase WAG9 locomotives to drawing No.1209-01-111-003 Alt.5 with RDSO specification No.IRS-R-34-15 of May 2015; and (ii) 3-Phase WAP7 locomotives to drawing No.1209-01-111-070 with RDSO specification No.IRS-R-34-15 of May 2015 against Global e-Tender No. WTA-535 opened on 10/01/2023.
--------------	--

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/535 dated 17/03/2023, 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. TZ(TAIZHONG) HONG KONG INTERNATIONAL LIMITED, 3604B, 36/F, Tower-2, Lippo Centre, 89, Queensway, HONGKONG Tel+ 85239789008 FAX+(852) 21104316
4(a)	Purchaser's references	This Ministry's Global tender No. WTA-535 opened on 10/01/2023 and advance letter of acceptance No. 2022/RS(WTA)-149/Tender/535 dated 17/03/2023.
4(b)	Contractor's offer No. & date:	1) Your e-bid number No. 14704636 dt 09/01/2023. 2) Your letter No. TYHI/WTA-535/Negotiated BID/01 dated 06/03/2023. 3) Your letter No. TYHI/535/PBG/01 dated 29/03/2023.

*qux* *qux*

5(a) Particulars of the order:

Item No. of Tender	Description/ Drawing	Specification	Contract Qty. (in nos.)	CFR Price per Wheel exclusive of agency commission ( in USD)	Total CFR Value exclusive of agency commission ( in USD)
(i).	Wheels for 3-Phase WAG9 Locomotives to drawing No.1209-01-111-003 Alt.5	RDSO Specification No.IRS-R-34-15 of May 2015	15,000	USD 883  FOB -USD 773 for both item (1) & (2)  Freight - USD 110 (freight to be paid in INR inclusive of GST to agent. The conversion will be on the basis of TT buying rate of exchange of USD of SBI, New Delhi ruling on the date of issue of Letter of Acceptance)	USD 18,543,000
(ii).	Wheels for 3-Phase WAP7 Locomotives to drawing No.1209-01-111-070.		6,000		

**Total CFR Value Of Order** (exclusive of agency commission) for both Item (i) and (ii) – USD 18,543,000 (USD Eighteen Million Five Hundred Forty Three Thousand only).

5(b) **Price:** The above prices are firm & fixed and will not subject to variation on any account.

5(c) **Quantity Variation Clause:** The Purchaser reserves the right to increase 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.

5(d) **Agency Commission:** The Agency Commission for both item (i) & (ii) @ USD 38.57 per wheel shall be paid in non-convertible Indian Rupees to your Indian Agent M/s Alpha National Trading Co., 28-C, Satish Mukherjee Road, Kolkata – 700026 on the basis of TT buying rate of exchange @ 1 USD = Rs. 82.12 ruling on the date of issue of advance letter of acceptance (i.e 17/03/2023) as quoted by State Bank of India, Foreign Exchange Division, New Delhi. The agency commission shall be paid as per provisions laid down in clause 3.3 of Section-I Part-II of Bid Documents and shall not be subject to any variation in the rate of foreign exchange.

6. **Specification and Drawing:** The wheels shall be manufactured and supplied in accordance with the drawing and specification given in clause 5(a) above.

7(a) **Terms of delivery:** CFR Mumbai/Nhava Sheva Port (India).

7(b) **Port of Loading:** Tianjin Xingang Seaport (China) / any Chinese Sea Port.

8. **Port of Discharge:** Mumbai/ Nhava Sheva Port (As per details given in Annexure-II (enclosed).

9. **Country of Origin of Goods:** China.

9(a) **Place of Manufacture:** M/s Taiyuan Heavy Industry Railway Transit Equipment Co. Ltd,

17, Dianzi Street,  
National Economic and Technological Development Zone,  
Taiyuan City, Shanxi, P.R.C 030032.

10. **Delivery Schedule:**

Delivery to commence in the month of July-2023 and to be supplied at the rate of 1500 nos. per month thereafter.

11. (a) **Port Consignee:** As given in the Annexure-II (enclosed)

(b) **Ultimate Consignee:** As shown in the Annexure-II (enclosed).

12(i) **Wheel Marking:** Stamping (Branding) on wheels will be done strictly in accordance with contract specification/drawing.

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

b) Code for the particular contract to be followed in this case shall be **W535**.

12(ii) **Colour Marking:** With reference to clause-12.1(c) of the Bid Documents, Part-II Section-II (General Conditions of the contract), distinguishing colour marking is to be made as under:-

Colour	Drawing No.
One Green Stripe	1209-01-111-003 Alt.5
Two Green Stripe	1209-01-111-070

The stripe indicated above should be prominently displayed on the wheels in a prominent place to enable the same to be segregated instantaneously.

13. **Inspection:** 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 21 of General Conditions of Contract (Section – II) of Bid Documents Part–II. M/s RITES should undertake inspection of wheels 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.

14. **Shipping Arrangements:** Being a CFR contract, shipment shall be arranged by the contractor who shall deliver the goods till the port of destination. Contractor shall bear the cost of freight to the named port of destination (i.e. Indian Port at Nhava Sheva, Mumbai). The contractor is however, advised to utilize Indian Flag Vessels to the maximum extent possible.



The seller shall avoid use of over-aged vessel for the shipment of the goods under the contract. The cost of additional insurance, if any, on account of use of over-aged vessel shall be borne by the seller. Tramp vessels shall not be used under any circumstances.

- 14.1 For CFR delivery (CFR of INCOTERMS-2010), the stores shall be delivered free of expenses to the Purchaser on Board the vessels with ocean transportation to the named Indian Port, including any charges for unloading etc. till the cargo is safely delivered to the port consignee at the said port.
- 14.2 The seller shall ensure use of Lloyds classified vessel. A certificate to this effect shall invariably be sent by the seller to the Port Consignee(s) and also to the Purchaser and the Paying Authority along with other shipping documents. Any extra expenditures by way of extra insurance etc., if incurred, for use of non-classified/over-aged vessel, shall be on seller's account.
- 14.3 The free time for unloading/clearing the cargo shall be minimum of five (5) days. Any extra expenditure by way of demurrage/wharfage etc. due to inadequate free time shall be on seller's account.
- 14.4 Should the stores or any part thereof not be delivered in time to effect the shipment due to contractor's fault or negligence, the contractor will be liable for all payments and expenses that the purchaser may incur, or be put to by reason of such non-delivery.
- 14.5 The bills of lading should be drawn giving shipper and consignee address as under:-

**Shipper:** M/s. TZ(TAIZHONG) HONG KONG INTERNATIONAL LIMITED, 3604B, 36/F, Tower-2, Lippo Centre, 89, Queensway, HONGKONG acting on behalf of Government of India, Ministry of Railways(Railway Board), New Delhi.

**Consignee:** As given in Annexure-II(Enclosed).

- 14.6 Attention of the contractor is specifically drawn to clause 16-PACKING of the Bid Documents Part-II, Section-I Instructions to Bidders & Clause 13-PACKING of the Bid Documents Part-II, Section-II, General Conditions of the Contract (enclosed). The wheels 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 duly taking into consideration, inter-alia the above vital factors, so as to protect the wheels from such conditions.
- 14.7 The contractor should dispatch bills of lading and all other shipping documents to the port consignees by reputed Courier service immediately after shipment with a view to ensure the receipt of the documents well in advance of the arrival of the cargo at the Indian Ports. The contractor should also dispatch simultaneously a complete set of shipping documents including a copy of non-negotiable Bill of Lading to the Director, Railway Stores (M), Railway Board, Govt. of India, New Delhi-110001(India). Cargo particulars should be furnished in the prescribed proforma in triplicate.
15. **Insurance:** The stores ordered against the contract will be insured for marine risk against FPA open cover taken by the Port Consignee. To enable the insurer to issue individual policies against each shipment, the contractor shall within 24 hours of the date of the shipment, forward the

insurance closing particulars, as in form DDGI-15 (Specimen attached as annexure-I) to the Port Consignees and also the Insurance Co. named below:-

Name of the Insurance Co.	Policy No.
M/s The New India Assurance Company Limited, 201-2014, 2nd floor 89, Hemkunt Chamber, Nehru Place, New Delhi- 110019. Email- <a href="mailto:pardeep.mann@newindia.co.in">pardeep.mann@newindia.co.in</a> Ph. No. -011-26424628.	No. RS(POL)058/0508/2022/Re-tender dated 22.12.2022 Open Cover (basic) for bulk consignments ICC(B) and Open Cover (All Risk) ICC(A) for specific items, as indicated in rate contract.

15.1 The above insurance cover number should invariably be mentioned in all communications with the insurance company.

16(a) **Payment:** Payment will be made through irrevocable and unconfirmed Letter of Credit which will be opened in your favour by the Principal Financial Adviser (RBC), Eastern Railway, Kolkata. Letter of Credit will be made operative only on receipt of (a) contract copies duly signed accepting the same and (b) performance bank guarantee as per clause 17 (b) of the contract and other documents as specified at 16(b) (i) to (x) below.

16(b) 90% of the CFR value of the stores less agency commission & freight and the amount recoverable towards liquidated damages as per clause 17 of Section-II, General Conditions of Contract, Bid Documents Part-II, for delay in shipment, will be payable through LC against proof of inspection/WTC and presentation of specified documents covering shipment of the stores to the Indian ports and other documents as specified hereunder:-

i)	Two copies of negotiable cum original Bill of Lading.
ii)	One copy of the invoice and shipping specification (claim copy).
iii)	Inspection Certificate issued by M/s RITES or his authorized representative.
iv)	A certificate that one copy of the negotiable bill of lading along with shipping documents, specification, description and weight of the materials and shipping marks have been forwarded to the Port Consignee by a reputed courier to ensure clearance of materials without delay and without incurrence of any wharf / rent.
v)	Signed invoice quoting letter of credit number, date and contract No.2022/RS(WTA)-535/Wheels/874/1 dated 13/04/2023.
vi)	A certificate that the insurance closing particulars as per Clause 15 of the contract have been furnished to the insurance company as well as port consignees.
vii)	Certificate that the amounts claimed are correct in terms of the contract.
viii)	Certificate that the shipment has been made in time as per schedule laid down for the respective instalment in clause 10 of the contract or alternatively a certificate that the invoice has been drawn up duly deducting the liquidated damages for delay in shipment of the respective instalment.

*for* *everm*



ix)	Certificate that acceptable performance bank guarantee has been submitted in terms of clause 17 (b) of the contract.
x)	Certificate of country of origin of goods from China Council for the Promotions of International Trade.

- 16(c) Balance 10% payments will be made after receipt of goods through Letter of Credit within 90 days of receipt of goods at an Indian Port of discharge subject to submission of documents as specified in clause 16(b) (i) to (x) and a warranty bank guarantee for 10% value of the contract (including agency commission) with adequate validity (as per format enclosed as Annexure 8 of Section-IV of Bid Documents Part-II) from State Bank of India or any other Indian Nationalized bank or any scheduled commercial foreign Bank branches operating in India governed by Reserve Bank of India guidelines or foreign Bank duly countersigned by a nationalized Indian bank, to cover the warranty obligations of the contract for period of warranty (as per clause-10 of Bid Documents Part-II, Section-III) as also for recovery of liquidated damages (as per provision contained in clause 17 of Bid Documents Part-II, Section-II), 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 also serve the purpose of satisfying IR's claims in any other contract in accordance with conditions of Tender.
- 16(d) While claiming the payment, the contractor shall present invoices duly deducting the liquidated damages for delay in delivery of wheels with reference to the schedule stipulated in clause 10 of the contract. For this purpose, contractor shall work out the liquidated damages in accordance with clause 17 of the Bid documents Part-II, Section-II of General conditions of contract.
- 16(e) The above payments shall be subject to the deduction of any amount for which the contractor is liable under this contract.
- 17(a) **Beneficiary's Bank Name:** The letter of credit may be established with Bank of China(Hong Kong) Limited, 1 Garden Road, Hong Kong.

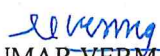
Account Name	TZ(Taizhong) Hong Kong International Ltd
Account No.	012 875 9 259528 0
Swift Code:	BKCHHKHHXXX

- 17(b) **Performance Bank Guarantee:** In terms of provisions contained in Clause-20 of Section - II of Bid Documents Part-II, Performance Bank Guarantee No.316020911498-FP dated 29/03/2023 for USD 580,590/- (USD Five Hundred Eighty Thousand Five Hundred Ninety only) valid upto 18/03/2024 with claim period upto 18/03/2025 executed by Standard Chartered Bank, Trade Services, 1<sup>st</sup> Floor Express Building, 9/10, Bahadur Shah Zafar Marg, New Delhi-110002 has been received and is forwarded to the Principal Financial Adviser(RBC), Eastern Railway, Kolkata 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.

18. No import license is required for their import as the same is covered under OGL. No DGTD clearance is needed as these are not banned items.
19. Other terms & conditions of the contract as detailed in Bid Documents (copy enclosed) which are an integral part of the contract.
20. Six copies of the contract are sent herewith. Four copies duly initialled 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.
21. The contract is issued by order and in the name of the President of India.

Yours faithfully,

  
(SUNIL KUMAR VERMA) 13/04/23  
DIRECTOR, RAILWAY STORES (M)  
RAILWAY BOARD  
FOR & ON BEHALF OF PRESIDENT OF INDIA

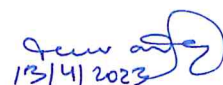
Encl: 1. Bid Documents.  
2. Proforma for the Insurance Closing Particulars (Annexure-I).  
3. Annexure-II (Consignee Particulars)

No.2022/RS(WTA)-535/Wheels/874/1

New Delhi, dated 13/04/2023

Copy to:-

1. **The Principal Financial Adviser(RBC), Eastern Railway, Calcutta (Paying Authority)** - He may please arrange to establish the Letter of Credit at an early date subject to receipt of acceptable Performance Bank Guarantee in terms of clause 17(b) above under advice to the Board. Implementation of Clause-16(b) (viii) and clause 16 (d) through the Letter of Credit should be ensured if there is delay in delivery of wheels with reference to schedule stipulated in clause 10 of contract.
2. **Principal Financial Adviser:** Central Railway, Mumbai/ Eastern Railway, Kolkata/ East Coast Railway, Bhubaneshwar/ Northern Railway, Baroda House, New Delhi/ Southern Railway, Chennai/ South Central Railway, Secunderabad / South Eastern Railway, Kolkata/ Western Railway, Mumbai/ BLW, Varanasi/ CLW, Chittaranjan/ PLW, Patiala.
3. **Principal Directors of Audit:** Central Railway, Mumbai/ Eastern Railway, Kolkata/ East Coast Railway, Bhubaneshwar/ Northern Railway, Baroda House, New Delhi/ Southern Railway, Chennai/ South Central Railway, Secunderabad / South Eastern Railway, Kolkata/ Western Railway, Mumbai/ BLW, Varanasi/ CLW, Chittaranjan/ PLW, Patiala.
4. ADAI (Railways), Rail Bhavan, New Delhi.

  
13/4/2023  
For MEMBER FINANCE / RAILWAY BOARD


No.2022/RS(WTA)-535/Wheels/874/1

New Delhi, dated 13/04/2023

Copy to:-

1. **The Principal Chief Material Manager:** Central Railway, Mumbai/ Eastern Railway, Kolkata/ East Coast Railway, Bhubaneshwar/ Northern Railway, Baroda House, New Delhi/ Southern Railway, Chennai/ South Central Railway, Secunderabad / South Eastern Railway, Kolkata/ Western Railway, Mumbai/ BLW, Varanasi/ CLW, Chittaranjan/ PLW, Patiala.

2. The Director General( Carriage Dte.), RDSO, Lucknow.
3. **The Principal Chief Material Manager(Shipping) / Central Railway / Mumbai (Port Consignee).**
4. The Executive Director, Enforcement Directorate, Ministry of Finance, Loknaya Bhawan, Khan Market, Lodi Road, New Delhi-110 003.
5. M/s RITES, RITES Bhawan, Gurugram, Haryana- 122002.
6. Dy.CMM/(ACL)/BSL/CR.
7. Dy.CMM/KYN/ CR.
8. SMM/D/Kanchrapara/ER.
9. Dy.CMM/ELS/VSKP/ECOR.
10. Dy.CMM/DSL/CB/NR.
11. Dy.CMM/LSD/PER/SR.
12. SMM/ELS/TATA/SER.
13. Dy.CMM/Dahod//WR.
14. GSD/BLW/Varanasi.
15. SMM/3PH/CLW/CRJ.
16. Stores Depot 2/PLW.
17. M/s The New India Assurance Company Limited, 201-2014, 2nd floor 89, Hemkunt Chamber, Nehru Place, New Delhi- 110019.
18. M/s Alpha National Trading Co., 28-C, Satish Mukherjee Road, Kolkata – 700 026.
19. DDF(S)-III.
20. RSF Branch & FS-III Branch, Railway Board.

  
 (Rampal Singh)  
 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. TZ (TAIZHONG) HONG KONG INTERNATIONAL LIMITED, 3604B 36/F Tower-2, Lippo Centre 89 Queensway, Admiralty, HONGKONG.

WITNESS -----

SIGNATURE -----

-----

-----

DATE-----

-----



ANNEXURE – 'I'

M/S.THE NEW INDIA INSURANCE COMPANY LTD.,

INSURANCE CLOSING PARTICULARS

(To be completed and sent in duplicate)

Number of open Cover	:
Number of packages indicating whether crates, cases, bundles or loose and description of materials	:
Mark and numbers	:
Place of despatch	:
Port of Loading	:
Name of Vessel	:
Bill of Lading No. and date	:
Particulars of Deck Cargo, whether under deck or on Deck	:
Port of discharge in India/Country of Import	:
If goods are to be railed / road hauled to the interior indicate final destination / site	:
Amount of which insurance is required on goods	:
Purchase order No. and Date	:

N.B. This form may be considered as a specimen copy and this is meant for the guidance of clients in advising details of shipments for Insurance Policy Documents. It is not necessary that the details should be given in this very form only. What is required is that details of shipments as per this form should be communicated to the Insurance Company.

*for* *Urmu*

## Annexure-II

Consignee Particulars in Respect of Contract No.2022/RS(WTA)-535/Wheels/874/1 dated 13/04/2023 for procurement of Wheels for (i) 3-Phase WAG9 locomotives to drawing No.1209-01-111-003 Alt.5 with RDSO specification No.IRS-R-34-15 of May 2015; and (ii) 3-Phase WAP7 locomotives to drawing No.1209-01-111-070 with RDSO specification No.IRS-R-34-15 of May 2015 against Global e-Tender No. WTA-535 opened on 10/01/2023.

Item & Drawing No.	Total Qty.	Port Consignee	Ultimate Consignee			Indent No. & date	Chargeable Head
			Rly/ PU	Rly-wise qty	Consignee-wise qty.	To	
(i) Wheels for 3-Phase WAG9 Locomotives to drawing No.1209-01-111-003 Alt.5 with RDSO Specification No.IRS-R-34-15 of May 2015. (PL No.29050054 )	15000 nos.	The PCMM (Shipping) / Central Railway / Mumbai.	CR	1200	1181	Dy.CMM/(ACL), BSL, CR	20712805
			ER	287	19	Dy.CMM/KYN	20712805
			ECoR	500	287	SMM/D/Kanchrapara	29211404
			NR	500	500	ELS/VSKP	20712405
			SER	1500	500	DSL/CB	20712405
			WR	291	100	SMM/ELS/TATA-	20712805
			BLW	3222	1400	SMM/ELS/TATA	29212204
					291	DHD-L	20712805
					3222	GSD/BLW/Varanasi	20712805

72 21002

				CLW	6000	5486	SMM/3PH/CLW/CRJ	70221003700616 dt 14/05/2022	20712305
				PLW	1500	514	SMM/3PH/CLW/CRJ	70231003700363 dt 10/03/2023	20711105
				Total	15000	15000	Stores Depot 2/PLW	21221483701218 dt 15/06/2022	20712405
			The PCMM (Shipping ) / Central Railway / Mumbai.	CR	500	500	Dy.CMM/(ACL), BSL, CR	38220016705400 dt. 31/10/2022	20712805
	6000 nos.			ER	201	201	SMM/D/Kanchrapara	09221997700998 dt 18/04/2022	29211404
(ii) Wheels for 3-Phase WAP7 Locomotives to drawing No.1209-01-111-070 with RDSO Specification No.IRS-R-34-15 of May 2015. (PL No.29050054 )				NR	500	500	DSL/CB	7220573701220 dt 09/02/2023	20712405
				SR	505	505	Dy.CMM/LSD/PER	04222731703256dt 04/11/2022	20714805
				SCR	500	500	Electric Loco Shed/LGD	29221124702157 dt 03/06/2022	20712405
				SER	500	500	ELSS/TATA	29233515701273 dt 02/03/2023	20712305
				WR	294	294	DHD-L	15223728702810 dt 01/06/2022	20712805
				BLW	1500	1296	GSD	08222220703746 dt 01/10/2022	20712805
				PLW	1500	204	GSD	08220101701642 dt 10/05/2022	20712805
				Total	6000	1500	Stores Depot 2/PLW	21221483701218 dt 15/06/2022	20712405

Just Uuno



