

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. 2018/Track-III/MC/13

New Delhi, dt.04.12.2019

M/s Phooltas Transrail Limited,
Layak Enclave (East), Sahay Nagar,
Phulwari Sharif,
Patna-801 506

Sub: E-Global Tender No. TM-1817 for procurement of 104 Nos. Rail Borne Maintenance Vehicles

Ref: (i) Your e-offer Bid ID 9800384 dated 07.06.2019 and manual offer submitted against subject Global tender.

(ii) Your letter No.PTL: Rly. Board: RBMV: TE-5513 dated 21.11.2019.

In reference to your E-Offer referred above, Competent Authority has accepted your offer for manufacture and supply of 57 Nos. Rail Borne Maintenance Vehicle (RBMV) as per the following scope of work, prices and terms and conditions:

Price Details:

| Item No. | Description of item | Unit | Quantity | Rate per Unit |
|----------|--|----------|-----------|---|
| 1. | Design, manufacture, supply, testing, commissioning of Rail Borne Maintenance Vehicle (RBMV) & Training of Indian Railway personnel | No. | 57 | Basis: FOR ₹ 2,67,89,550.00/- plus applicable GST at the time of actual delivery |
| 2. | Lump sum cost of the Set of Spares per Machine, required for working of 2400 Engine Hours of the machine during warranty period as defined in Chapter-I Clause 19.0 of the Technical Specification of the Machine, (The Set of Spares offered shall excludes consumables such as All type of filters) | Set | 57 | Basis: FOR ₹ 62,413/- plus applicable GST at the time of actual delivery |
| 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 | 1026 | ₹ 3,500/- Plus applicable GST at the time of actual delivery. |
| 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). | Km. | 12,31,200 | ₹ 7.00 plus applicable GST at the time of actual delivery |

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Terms & Conditions:

All terms and conditions are as per tender. Some of the important conditions are as under:

| SN | Item | Tender Condition |
|----|----------------------------------|--|
| 1. | Price basis and Price Variation: | PVC as per tender Cl. 9.9 of ITT is admissible only on the basic machine price i.e. ₹ 2,67,89,550.00/- only. All other prices of the contract shall be firm. |
| 2. | Taxes & Duties | All the prices mentioned in above are basic rates and exclusive of all Taxes & Duties. Taxes & Duties, as applicable at the time of actual supply, shall be to the account of the purchaser subject to other tender conditions. |
| 3. | 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 38 months, or last unconditionally extended delivery period shall be on Railways' account. Only such variation shall be admissible which takes after 11.06.2019. No claim on account of Statutory Variation in respect of existing tax/duty will be accepted. No claim on account of Statutory Variation shall be admissible on account of misclassification by the supplier/contractor. |
| 4. | Payment terms | Payment will be made as per Cl. 12.0 of SCC. |
| 5. | Training | As per Cl. 20.0 of ITT read with Clause 8.1 of Technical Specification for RBMV. |
| 6. | Inspection | As per tender Clause 22.0 of GCC to be read with Clause 5.0 of Technical Specifications. |
| 7. | Delivery period. | As per Clause 4.0 of Technical Specifications, the contractor shall manufacture a prototype RBMV well in advance of series production for inspection and approval of RDSO. Further manufacturing is not to be proceeded until the prototype is approved by the RDSO. |
| | | All 57 Nos. Rail Borne Maintenance Vehicle along with ordered spares shall be delivered within 38 months from the date of placement of order. |
| 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 of GCC. |

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| 10. | Warranty | As per Clause 9.0 of SCC read with Clause 19.0 of Technical Specifications. |
| 11. | Warranty Guarantee Bond | The contractor shall submit Warranty Guarantee Bond as per Tender Clause 9.10 & 9.11 of SCC. |
| 12. | Commissioning | As per Clause 11.0 of SCC to be read with Clause 8.3 of Technical Specifications . |
| 13. | All other Terms & Conditions | As per Tender document. |

As per Clause 21 of GCC, you are required to submit a Performance Bank Guarantee of value ₹ 15,30,56,190/- (₹ Fifteen Crore Thirty Lakh Fifty Six Thousand One Hundred Ninety only), being 10% of the value of the contract with validity of 44 months (DP of 38 months + 6 months) within 30 days of issue of Letter of Acceptance.

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 and your Advance Acceptance Letter.

Yours faithfully,

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04.12.19

(Dinesh Tripathi)
Director Track (Machines)
Railway Board

For and on behalf of the President of India