GOVERNMENT OF INDIA (BHARAT SARKAR)
MINISTRY OF RAILWAYS (RAIL MANTRALAYA)
(RAILWAY BOARD)
****

No.2016/RS(WTA)-491/Wheels/874/2 New Delhi, dated 11/08/2016 ~~-/07/2016~~

M/s.CRM (Hong Kong) Trading Limited,
Flat/Rm 01-2, 6/F,
New East Ocean Centre,
9, Science Museum Road,
Tsim Sha Tsui,
Kowloon,Hong Kong.
FAX (852) 23685157

Through: M/s.Anorak Infracon Private Limited,
113, Park Street, 6th & 7th Floor,
Poddar Point, Kolkata – 700016, INDIA

Dear Sirs,

Sub:-	Contract No.2016/RS(WTA)-491/Wheels/874/2 dated 11/08/2016 ~~-/07/2016~~ for procurement of Wheel Monobloc (Rough Machined) rolled for WDG-4 Locomotives against e-Global tender No. WTA-491 opened on 01/10/2015.

This is in continuation of this office advance letter of acceptance/counter offer No.2015/RS(WTA)-149/Tender/491 dtd 27.06.2016 which was unconditionally accepted vide your letter no. CRM/491/20160629 dt Nil and your offers/subsequent letters detailed in para 4(b) below, 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.CRM (Hong Kong) Trading Limited, Flat/Rm 01-2, 6/F, New East Ocean Centre, 9, Science Museum Road, Tsim Sha Tsui, Kowloon, Hong Kong.
4(a)	Purchaser's references	This Ministry's Global tender No. WTA-491 opened on 01/10/2015 and advance letter of acceptance/counter offer No.2015/RS(WTA)-149/Tender/491 dtd. 27.06.2016.
4(b)	Contractor's offer	1) Your e-bid number 004275574 dated 30.09.2015.

	No. & date:	2) This office letter of even no. dated 10.12.2015 & 13.04.2016. 3) Your letter No.CRM/491/01 dated 14.12.2015. 4) Your letter No.CRM/491/MOR/20160414 dated 14.04.2016. 5) Your letter no. CRM/491/20160629 dt Nil.

5.(a) Particulars of the order:

Item No. of Tender	Description/ Drawing	Specification	Qty. (in nos.)	CFR Price per Wheel exclusive of agency commission (in US$)	Total CFR Value exclusive of agency commission (in US$)
1.	Wheel Monobloc Rolled (Rough Machined) for WDG-4 locomotives (PL No.17230044) to Drawing No. D/WL-5064/R Alt. Nil	IRS R-34-15 of May 2015	3750 nos.	770.70 (including freight US$ 25) FOB US$ 745.70 + Freight US$ 25	2,890,125.00
Total			3750 nos		USD 2,890,125.00

(TOTAL CFR VALUE (EXCLUSIVE OF AGENCY COMMISSION) : US$ TWO MILLION EIGHT HUNDRED NINETY THOUSAND, ONE HUNDRED TWENTY FIVE ONLY)

Note: The Purchaser reserves the rights to take FOB supplies at the unit FOB rate of US$ 745.70 (US Dollar Seven Hundred Forty Five and Cents Seventy Only) per wheel (exclusive of agency commission) as quoted by you and contract can be converted into FOB basis during the currency of contract.

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

5(c) **Quantity Variation Clause**: The Purchaser reserves the right to increase the 30% (thirty percent) of order quantity after the placement of order and during the currency of contract at the same rates, terms & conditions.

5(d) **Agency Commission**: The Agency Commission @ US$ 9.247 (USD Nine and Cents Two hundred Forty Seven only) per wheel shall be paid in non-convertible Indian Rupees to your Indian Agent M/s.Anorak Infracon Private Limited, 113, Park Street,6th & 7th Floor, Poddar Point, Kolkata-700016 on the basis of TT Buying rate of exchange of US$ 1 = Rs. 67.25(Rupees Sixty Seven and Paisa Twenty Five only) ruling on the date of issue of advance letter of acceptance i.e. 27/06/2016 as quoted by State Bank of India, Overseas Branch, New Delhi. The

agency commission shall be paid as per provisions laid down in clause 3.4 of Corrigendum to Bid Documents, Part-II 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:** C&F Mumbai/Nhava Sheva Port(India).

7(b) **Port of Loading:** Shangai Sea Port.

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

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

9(a) **Place of Manufacture**: M/s Masteel Rolling Stock Company Limited
No.700, East Yinhuang Street,
Maanshan, Anhui Province, China.

10. **Delivery Schedule**: Delivery to commence as early as possible and to be completed in six months overall from the date of opening of Letter of Credit.

11. (a) **Port Consignee**: : (As shown in Annexure I (enclosed).)

(b) **Ultimate Consignee**: As shown in the Annexure-I (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 *MC*.
b) Code for the particular contract to be followed in this case shall be W491.

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 Yellow Stripe	Drawing No. D/WL-5064/R Alt. Nil

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 in accordance with contract specification by RDSO(Motive Power Dte), or his authorized representatives at manufacturer's premises before dispatch at the cost of the Purchaser in terms of clause 21 of General Conditions of Contract (Section – II) of Bid Documents Part–II.

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 at destination. Contractor shall bear the cost of freight to the named Indian port of destination. 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 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.CRM (Hong Kong) Trading Limited,Flat/Rm 01-2, 6/F, New East Ocean Centre, 9, Science Museum Road,Tsim Sha Tsui, Kowloon, Hong Kong acting on behalf of Government of India, Ministry of Railways(Railway Board) New Delhi.

Consignee: As given in enclosed annexure. (Name of Railway(s) to be inserted as per consignee instructions).

14.5 Attention of the contractor is specifically drawn to clause 16-PACKING of the Bid Documents Pt.II, Instructions to Bidders & Clause 13-PACKING of the Bid Documents Pt.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.

14.6 The contractor should despatch 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 despatch simultaneously a complete set of shipping documents including a copy of non-negotiable Bill of Lading to the Director, Railway Stores (F), 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-C) to the Port Consignees and also the Insurance Co. named below:-

Name of the Insurance Co.	Policy No.
M/s New India Assurance Company Ltd., Divisional Office: 310400, E-9, 2nd Floor, Connaught House, Connaught Place, New Delhi-110001. Telephone: 011-23415157, 23416030, 23411998 Fax No. 23412460, 24372258. E mail-nia.310400@newindia.co.in. rajesh.jain@newindia.co.in kumar.arvind@newindia.co.in	Policy No. RS(POL)/058/508/2015 dated 28/03/2016 Open Cover (basic) for bulk consignments ICC(B).

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 FA&CAO(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 (ix) below.

16(b) 90% of the CFR value of the stores less agency commission and the amount recoverable towards liquidated damages as per clause 17 of Sec II, General Conditions of Contract, Bid Documents Part-II, for delay in shipment, will be payable through irrevocable and unconfirmed LC on proof of inspection and shipment within 30 days of receipt of shipping 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 Director General(MP), RDSO, Lucknow 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.2016/RS(WTA)-491/Wheels/874/2 dated ~~/07/2016~~ 11/08/2016.
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 installments 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 installment.
ix)	Certificate that acceptable performance bank guarantee has been submitted in terms of clause 17 (b) of the contract.

16(c) Balance 10% payments will be made 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 (ix) and a warranty bank guarantee for 10% value of the contract (including agency commission) with adequate validity (as per format enclosed as Annexure 11 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 nationalised 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 attached Bid documents Pt-II, Section-II of General conditions of contract.

16(e) The agency commission indicated in clause 5(d) of contract shall be paid to M/s.Anorak Infracon Private Limited, 113, Park Street,6th & 7th Floor, Poddar Point, Kolkata-700016 as per provisions laid down in clause 3.4 of Corrigendum to Bid documents Pt.II.

16(f) 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 Agricultural Bank of China Ltd., Hong Kong Branch, 25/F, Agricultural Bank of China Tower, 50 Connaught Road, Central, Hong Kong, China.

Account No.	0331921411
Swift Code:	ABOCHKHH

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. 003GM02161940001 dt 12/07/16 for US$ **292,500** (US Dollar Two Hundred Ninety Two Thousand & Five Hundred Only), read with Amendment dt 28/7/16, valid upto 28/12/17 with claim period upto 28/06/2018 executed by Yes Bank Ltd., Plot No. 11/48, Shopping Centre, Diplomatic Enclave, Malcha Mkt, Chanakya Puri, New Delhi-110021 has been received and is forwarded to FA&CAO(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 fulfilment 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 order.

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,

(PREM NARAYAN)
DIRECTOR, RAILWAY STORES(F)
RAILWAY BOARD
FOR & ON BEHALF OF PRESIDENT OF INDIA

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

No.2016/RS(WTA)-491/Wheels/874/2 New Delhi, dated 11/08/2016 ~~-/07/2016~~

Copy to:-

1. **The FA&CAO(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. **FA&CAOs**: Central Railway, Mumbai/ Northern Railway, New Delhi/ Western Railway, Mumbai/ North Western Railway, Jaipur/ South Western Railway, Hubli/ Northern Frontier Railway, Guwahati/ Southern Railway, Chennai/South Eastern Central Railway, Bilaspur/ South-Central Railway, Secunderabad.

3. **Principal Directors of Audit**: Central Railway, Mumbai/ Northern Railway, New Delhi/ Western Railway, Mumbai/ North Western Railway, Jaipur/ South Western Railway, Hubli/ Northern Frontier Railway, Guwahati/ Southern Railway, Chennai/South Eastern Central Railway, Bilaspur/ South-Central Railway, Secunderabad.

4. ADAI(Railways), Rail Bhavan, New Delhi.

For FINANCIAL COMMISSIONER / RAILWAYS

No.2016/RS(WTA)-491/Wheels/874/2 New Delhi, dated 11/08/2016 ~~-/07/2016~~

Copy to:-

1. The Controller of Stores: Central Railway, Mumbai/ Northern Railway, New Delhi/ Western Railway, Mumbai/ North Western Railway, Jaipur/ South Western Railway, Hubli/ Northern Frontier Railway, Guwahati/ Southern Railway, Chennai/South Eastern Central Railway, Bilaspur/ South-Central Railway, Secunderabad.

2. The Director General / Carriage Dte. / RDSO / Lucknow.
3. The Secretary, Shipping Coordination & Chartering Division, Ministry of Shipping (Chartering Wing), Parivahan Bhavan, Sansad Marg, New Delhi- 110001.
4. **The Controller of Stores (Shipping) / Central Railway / Mumbai(Port Consignee).**
5. The Executive Director, Enforcement Directorate, Ministry of Finance, Loknayak Bhawan, Khan Market, Lodi Road, New Delhi-110 003.
6. SSE(Wheel Shop), CWM/CR/ Parel
7. Dy. CMM(M), CR, Parel
8. Dy.CMM/NR/Charbagh, Lucknow
9. Dy.CMM/NFR/New Bongaigaon
10. SSE/Workshop/SR/Golden Rock
11. Dy.CMM/CRS/SCR/TPTY.
12. SSM(D)/WR/Dahod
13. AMM/DSL/NWR/All
14. SMM/Mechanical & Stores depot/SWR/Hubli
15. SSE(D),SECR/Raipur
16. M/s National Insurance Company Ltd., Direct Agent Branch, Scope Minar, North Tower, Core 2, 11th Floor, Laxmi Nagar, District Centre, Delhi – 110 092.
17. M/s.Anorak Infracon Private Limited, 113, Park Street,6th & 7th Floor, Poddar Point, Kolkata – 700016, INDIA
18. The RDSO, Motive Power Directorate, Lucknow.
19. DDF(S)-I.
20. FS-III Branch, Railway Board.

(S.ACHARYA)
JOINT DIR./RLY.STORES(E&S)
RAILWAY BOARD

ENCL: AS ABOVE.

I/We accept the order on conditions stipulated therein for and on behalf of M/s.CRM (Hong Kong) Trading Limited,Flat/Rm 01-2, 6/F, New East Ocean Centre, 9, Science Museum Road,Tsim Sha Tsui, Kowloon, Hong Kong.

WITNESS ---------- SIGNATURE ----------

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DATE---------- ----------

No. DDG. I-15

ANNEXURE – 'C'

M/s. NATIONAL INSURANCE COMPANY LIMITED

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 dispatch	:	
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.

Annexure-I

CONSIGNEE PARTICULARS IN RESPECT OF CONTRACT NO.2016/RS(WTA)-491/WHEELS/874/2 DATED ~~-/07/2016~~ 11/08/2016 PLACED ON M/S CRM (HONG KONG) TRADING LIMITED, HONG KONG FOR WHEEL MONOBLOC (ROUGH MACHINED) ROLLED FOR WDG-4 LOCOMOTIVES

Item & Drawing No.	Total Qty.	Ultimate Consignee		Indent No. & date	Chargeable Head
		Qty.	To		
Wheel Monobloc Rolled (Rough Machined) for WDG-4 locomotives (PL No.17230044) to Drawing No. D/WL-5064/R Alt. Nil	**3750 nos.**	168 nos.	1.SSE(Wheel Shop), CWM/CR/ Parel(for 24 nos.) 2.Dy. CMM(M), CR, Parel (for 144 nos.)	1.No. 11135040 dt 4/7/13(for 24 nos.) 2.No.11140058 dt 22/9/14 (for 12 nos.) 3. No.11150058 dt 31/7/15 (for 132 nos.)	78105320 Vetted Vetted
		307 nos.	Dy.CMM/NR/Charbagh, Lucknow (for 307 nos.)	07132700700038 dt 21/8/13 (for 307 nos.)	
		363 nos.	Dy.CMM/NFR/New Bongaigaon (for 363 nos.)	(i)10/12/4601/9100019 dt 8/10/12(for 138 nos.) (ii)10134601/9/00024 dt 7/1/14 (for 225 nos)	20712809
		261 nos.	SSE/Workshop/SR/Golden Rock (for 261 nos)	(i)WTA/NS/29/13/5372/7 dt 10/12/13 (for 36 nos.) (ii)WTA/29/13/3421/7 dt 29/7/13 (for 38 nos.) (iii)29143421 dt 27/8/14 (for 187 nos.)	62153111 16207124 16207128

		921 nos.	Dy.CMM/CRS/SCR/TPTY (for 921 nos)	(i)1712006 dt 4/7/12 (for 585 nos.) (ii) 17131006 dt 31/5/13(for 336 nos.)	20712808 20712808
		816 nos.	SSM(D)/WR/Dahod (for 816 nos.)	S/23-11-3719-8-40027 dt 30/3/12 (for 816 nos.)	
		611 nos.	AMM/DSL/NWR/All (for 611 nos.)	(i)10.12.4756 dt 23/4/12 (for 100 nos.) (ii)10.12.4757 dt 30/7/12 (for 34 nos.) (iii)10.14.5103 dt --- (for 32 nos.) (iv)10.13.4757 dt 31/10/13 (for 445 nos.)	
		267 nos.	SMM/Mechanical & Stores depot/SWR/Hubli (for 267 nos.)	17/11/240/7/00052 dt 4/1/12 (for 267 nos.)	20-7128-08
		36 nos.	SSE(D),SECR/Raipur (for 36 nos.)	01155010 dt 10/2/15 (for 36 nos.)	05031328
		3750 nos.			