GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. 2019/Track-III/MC/2

New Delhi, dated 01 .11.2019

M/s Loram Maintenance of Way INC
3900 arrowhead Drive,
Hamel, Minnesota 55340
USA

Through:

M/s Vandhana International Pvt. Ltd.
9th Floor, 36, Dakshineswar Building,
10, Hailey Road, Connaught Place,
New Delhi 110 001

Sub: E-Global Tender No. TM-1902 for procurement of 08 Nos. Switch Rail Grinding Machine (SRGM) opened on 10.05.2019 (Technical Bid) & 21.06.2019 (Financial Bid)

Ref: Your e-offer Bid ID 9609465 dated 23.04.2019, response to clarifications letter No. 2019-32451-TM-1902 dated 28.05.2019 and post negotiations letter No. 2018-32450 dated 13.09.2019 submitted against subject E-Global tender

In reference to your E-Offer referred above, Competent Authority has accepted your offer for manufacture and supply of Switch Rail Grinding Machine (SRGM) as per the following scope of work, prices and terms & conditions:

2.0 Details of Price and Quantity :

SOR Item No.	Description of the Item	Unit	Quantity	Unit Price (Per Machine)
Item No.1	Design, manufacture, supply, testing & commissioning of **Switch Rail Grinding Machine** & Training of IR Personnel	No.	06	**Import Portion:** **Basis CFR Mumbai/ Nhava Sheva. USD 5709865/- (Breakup:** FOB USD 56,33,865/- US Sea Port + Transit Freight USD 76,000/- plus Custom Duty, IGST etc. applicable at the time of supply within the quoted staggered delivery/ delivery period of the contract. + **Indigenous Portion:** ₹ 2,72,00,000/- Ex-Works plus applicable GST at the time of actual supply.
Item No.2	Service Cost of Operation & Comprehensive Maintenance of **Switch Rail Grinding Machine (SRGM)** during warranty period of 24 months after commissioning of the machine. ***(Per Machine Unit)***	No.	06	₹ 3,89,89,200/- plus applicable GST at the time of actual supply

04

Scanned by CamScanner

Item No.3	**Material: Lump Sum** Cost of all required spares & consumables including Grinding Stone, ***except water/fuel/lubricants***; for **Operation & Maintenance** of Switch Rail Grinding Machine (SRGM), **during warranty period of 24 months (Per Machine Unit)** *taking 960 hrs of grinding (Actual Spark Time) per machine in 24 months.*	Set	06	**Import Portion:** **Basis CFR Mumbai/ Nhava Sheva. USD 505,999/- (Breakup:** FOB USD 4,96,019/- US Sea Port + Transit Freight USD 9980/- plus Custom Duty, IGST etc. applicable at the time of supply within the quoted staggered delivery/ delivery period of the contract. + **Indigenous Portion:** ₹ 7,20,000/- Ex-Works plus applicable GST at the time of actual supply.
Item No. 4	Service Cost of Post warranty Operation & Maintenance of **Switch Rail Grinding Machine (SRGM)** for 24 months.**(Per Machine Unit)**	No.	06 No	₹ 404,50,800 plus applicable GST at the time of actual supply

3.0 **Agency Commission:** Agency Commission payable per Machine shall be ₹ 29,94,962.63. The Agency Commission shall be payable in terms of Clause-3.3 of ITT after completion of proving tests and final commissioning of each machine(s) in India and setting up of after sales service centre with adequate no. of Spares and stationed service engineers in India by the manufacturer in terms of Clause-19.2 of ITT.

4.0 Terms & Conditions:

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

SN	Item	Tender Condition
	Price basis and Price Variation:	All the prices mentioned in above shall be firm and no price variation is admissible on any account.
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	Foreign Exchange Variation	Variation in Foreign Exchange Rate shall be to the account of the Purchaser subject to other tender conditions.
4	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 28 months, or last unconditionally extended delivery period shall be on Railways' account. Only such variation shall be admissible which takes after 10.05.2019. 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.

Scanned by CamScanner

5	Payment terms	As per Clause 13.0 of Special Conditions of the Contract.
6	Training	As per Cl. 20.0 of ITT to be read with Clause 22.0 of TS.
7	Inspection	As per tender Clause 22.0 of GCC read with Clause 18.0 of TS.
8	Delivery period.	All 6 Machines along with initial ordered spares shall be delivered (CFR) within 28 months from the date of placement of order.
9	Liquidated Damages	As per tender Clause 19 of GCC
10	Insurance on import portion	Insurance on imported consignments is covered through the insurance company appointed by railways as per the extant policy and is drawn up to ultimate destination.
11	Performance Guarantee Bond	Performance Guarantee Bond shall be submitted as per Tender Clause 21 of GCC.
12	Warranty	As per Clause 9.0 of SCC read with Clause 22.3 of Technical Specifications.
13	Warranty Guarantee Bond	The contractor shall submit Warranty Guarantee Bond as per Tender Clause 9.10 & 9.11 of SCC.
14	Commissioning	As per Clause 11.0 of SCC.
15	All other Terms & Conditions including Technical Specifications and O&M conditions for SRGM	As per Tender document, responses to tender document & clarifications to your offer.

5.0 As per Clause 21 of GCC, you are required to submit a Performance Bank Guarantee of value USD 3,965,862 (USD Three Million Nine Hundred Sixty Five Thousand Eight Hundred and Sixty Two only), being 10% of the value of the contract with validity of 34 months (DP of 28 months + 6 months) within 30 days of issue of Letter of Acceptance.

6.0 You may acknowledge receipt 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,

01.11.17

(Dinesh Tripathi)
Director Track (Machines)
Railway Board
For and on behalf of the President of India

Scanned by CamScanner