GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2017/RS(I)/174/91/1824 New Delhi Dated: 25.10.2017

M/s. Faiveley Transport Rail Technologies India Ltd.,
PB No. 39, Harita,
Hosour (Tamil Nadu) – 635109.

Dear Sir,

Sub: **Contract No. 2017/RS(I)/174/91/1824 dated 25.10.2017 for manufacture and supply of High Tensile Tight Lock Centre Buffer Coupler with AAR 'H' Type Head and Balanced Draft Gear for fitment on Broad Gauge (BG) passenger coaches of IR.**

Ref: (i) Tender No. 2017/RS(I)/174/1(TC) opened on 18.04.2017.
(ii) Your e-offer against the above tender.
(iii) Board's Counter offer No. 2017/RS(I)/174/1(TC) dated 09.10.2017.
(iv) Your acceptance letter No. FTRTIL/MKTG/17 dated 12.10.2017.

In consideration of your acceptance under reference (iv) above, the President of India, acting through Executive Director, Railway Stores(S), Ministry of Railways (Railway Board), hereafter called the "Government" is pleased to place an order on you for manufacture and supply of 1018 Nos. of High Tensile Tight Lock Centre Buffer Coupler with AAR 'H' Type Head and Balanced Draft Gear for fitment on Broad Gauge (BG) passenger coaches of IR as per details given below:

2.0 Description, Specifications and Rates of items :

RSP Item No.	Description	Specification	Qty.	Basic Rate per set
1	2	3	4	5
1254/2017-18	High Tensile Tight Lock Centre Buffer Coupler with AAR 'H' Type Head and Balanced Draft Gear for fitment on Broad Gauge (BG) passenger coaches of IR.	RDSO's STR No. 2011/CG-03 (Rev.) 1 of January, 2014	1018 Nos.	₹2,15,000/- (Rupees Two Lakh & Fifteen Thousand only)

Total value of the Contract: ₹ **22,98,13,500.00 (Rupees Twenty Two Crore Ninety Eight Lakh Thirteen Thousand Five Hundred Only).** This total value is inclusive of GST @ 5%.

3.0 **Goods and Services Tax (GST):** GST @ 5% is extra.

The firm will have to submit following certificate with the bills for paymet:.

"We hereby declare that additional set offs/input tax credit to the tune of ₹ _____ has accrued and accordingly, the same is being passed on to the Purchaser, and, to that effect, the payable amount may be adjusted".

3.1 Any statutory variation within the original contractual delivery period of the contract will be on purchaser's account.

3.2 Any other local taxes like Entry Tax or Octroi will be on supplier's account. Consignee will issue Octroi Exemption Certificate only, if required.

4.0 **F.O.R.:** Destination.

5.0 **Mode of Dispatch**: By road. Road permit way bill will be provided by the respective consignee, if required.

6.0 **Paying Authority**: PFA (SAB), Northern Railway, New Delhi.

7.0 **Freight Charges:** Freight upto Destination to be borne by the firm.

8.0 **Payment Terms:** 95% payment will be made against Inspection Certificate and receipted challan issued by Gazetted Officer of the Consignee certifying receipt of material in good condition and balance 5% against Receipt Note or 100% against R Note.

9.0 **DELIVERY:** (1) For supply against RSP: Supply of couplers to be completed within 12 (twelve) months as per consignee/quantity details advised by Railway Board and as per delivery schedule given by Railways. Firm should indicate monthly delivery schedule.
(2) For supply against PU/Railway Indents: Supply of couplers to be completed within 12 (twelve) months or as per schedule advised by PUs/Railways.

10.0 **Consignee Particulars**: Consignee particulars will be issued shortly.

11.0 **Force Majeure Condition :**

Force Majeure means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes, however, it should not be used by a party to effectively escape liability for bad performance. If there is delay in performance or other failures by the contractor to perform its obligation under its contract due to event of a Force Majeure, the contractor shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.

If the performance in whole or part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

There may be a Force Majeure situation affecting the purchase organization also. In such a situation, the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

12.0 **PAYMENT & MAINTENANCE OF ACCOUNTS**: Paying Authority indicated in para 6.0 will maintain account and arrange all the payments in terms of para 2300 and 2302 of the Indian Railway Standard Condition of the Contract.

13.0 **PACKING:** As per Clause 1800 of IRS Conditions of Contract.

14.0 **OPTION:** The purchaser reserves the right to increase/decrease the quantity by 30% of the ordered quantity during the currency of the contract. In case of increase of quantity, delivery period for the increased quantity will be extended suitably.

15.0 **WARRANTY/GUARANTEE:** The coupler supplied shall be accompanied by a guarantee for a period of 48 months from the date of supply or 36 months from the date of fitment, whichever is earlier. In case of pre-mature failure of any component/sub assembly, the firm will be liable to make free replacement of failed components/ sub-assembly to the depot where failure has been reported within reasonable time.

16.0 **INSPECTION:** Pre-dispatch Inspection will be done by authorized representative of DG/RDSO/LKO at the manufacturing premises of the firm, before dispatch.

17.0 **SECURITY DEPOSIT:** The contractor shall deposit as security a sum of ₹ 20,00,000/- (Rupees Twenty Lakhs only) with the paying Authority. In case, this is done through a Nationalized Bank Guarantee Bond, it should be in a format approved by the Paying Authority and a copy thereof should be sent to this office. Security deposit bond should be valid for a period of 60 days beyond the terminal date of Delivery Period. In case of failure on your part to execute the contract, save Force Majeure conditions, the above security deposit shall be forfeited.

18.0 **ARBITRATION:**

As per para 2900 of IRS conditions of contract.

19.0 **Terms and Conditions:** The contract shall be governed by Indian Railway Standard Conditions of the Contract in as far as these are not inconsistent with the conditions given herein before.

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

21.0 One copy each of the contract duly signed by the Contractor or on his behalf by his duly authorized representative with each page initialed be returned within 10 days from the date of issue of this contract to Executive Director, Railway Stores (Steel), Ministry of Railways (Railway Board), Rail Bhavan, New Delhi and PFA (SAB), Northern Railway, New Delhi, the paying authority.

Yours faithfully,

(G.S. Raja)
Director Railway Stores(W)
For and on behalf of the President of India

No. 2017/RS(I)/174/91/1824 New Delhi Dated: 25.10.2017

1) **PFA (SAB), Northern Railway, New Delhi**. Payment for supplies made against this contract should be debited to RSP No. indicated in column 1 of para 2.0 above.

2) **Dy. C&AG (Railways),** Room No. 224, Rail Bhavan, New Delhi.

3) **Director of Audit**, Northern Railway, New Delhi.

For Financial Commissioner (Railways)

No. 2017/RS(I)/174/91/1824 New Delhi Dated: 25.10.2017
Copy forwarded to:-

1) Director General (I&L), RDSO, Manak Nagar, Lucknow-226011.
2) Director General/RDSO, Manak Nagar, Lucknow- It is requested to authorize a representative for pre dispatch inspection at the manufacturing premises of the firm, before dispatch.
3) Director Standards/ Wagon, RDSO, Manak Nagar, Lucknow-226011.
4) Director (I&L), RDSO, 3, Koilaghat Street, Kolkata- 700001.
5) EDME(Chg.), Railway Board, New Delhi.
6) A/Cs. IV(BO), RS(B) & F(S)I Branches of Board's office.

(G.S. Raja)
Director, Railway Stores(W)