

INTEGRAL COACH FACTORY, CHENNAI-38

NO.08/18/1840/1/2018-19

OFFICE OF THE CMM/FUR
DT.13/02/2019

Verified
Sr. AFA/BA/R
14/2
14/2

RATE CONTRACT

1. NAME AND FULL ADDRESS OF THE FIRM: M/S. KONTACT CONSORTIUM INDIA PVT. LTD., 5/7, F TYPE, SIDCONAGAR IV TH MAIN ROAD, VILLIVAKKAM, CHENNAI-600 049.

2. REFERENCE NO: 1. ICF TENDER NO.08/18/1840 OPENED ON 22/10/2018, 2. YOUR BID NO. 8864434 DT.22.10.2018 AND 3. YOUR LR.NO.KCIPL/ACF/18-19/093 DT.11/02/2019.

3. DESCRIPTION: RATE CONTRACT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF MATERIALS TO BE PROVIDED/MODIFIED IN BOTH SWITCH BOARD CABINETS(S1&S2) OF LHB POWER CAR AS PER CLAUSE NO.5.1, 2 NOS CONTACTORS HOG A & B(SAME AS K01 OR K03 OF EDTS-103) WITH 2 NOS. 100 VA TRANSFORMER AND WORK TO BE CARRIED OUT AS PER CLAUSE NO.3.0 & 4.2,4.3 AND 4.4 OF RDSO MODIFICATION SHEET NO.RDSO/PE/MS/AC/0051-2011 REV.2 AND MODIFICATION TO BE CARRIED OUT AS PER ALTERATION NO.1 TO 4 & 7 OF AMDT.1 OF RDSO MODIFICATION SHEET NO.RDSO/PE/MS/AC/0051-2011 REV.2, AND ICF ANNEXURE FOR HOG COMPLIANCE IN LHB DESIGN COACHES.

UL.NO- 39 3398 0937 0301

4. QUANTITY : 110 SETS / (33% OF INDENT QTY.)

5. BASIC RATE : RS.9,48,460.00

6. PACKING CHARGES : Rs.19,540.00 Extra

7. FREIGHT : Rs.2,000.00 Extra

8. INSTALLATION CHARGES : INCLUDED IN BASIC RATE

9. GST : @ 18% Extra
(GST SHALL BE PAID AGAINST DOCUMENTARY EVIDENCE)

10. ALL INCLUSIVE RATE : RS.11,44,600.00 PER SET

11. HSN CODE : 8537

12.VARIATION OF GST : APPLICABLE

13.DELIVERY TERMS : FOR/EXWORKS;DELIVERY AT VARIOUS ZONAL RAILWAYS.

14.DELIVERY SCHEDULE: AS PER ENCLOSED RATE CONTRACT CONDITIONS.

15.FALL CLAUSE:AS PER ENCLOSED RATE CONTRACT CONDITION.

16. VALIDITY OF CONTRACT: THE RC SHALL REMAIN VALID FOR THE PERIOD OF ONE YEAR FROM THE DATE OF CONCLUSION OF CONTRACT. THE CONTRACT MAY, HOWEVER, BE EXTENDED FOR A FURTHER PERIOD OF 1 YEAR IF MUTUALLY AGREED AT THE SAME TERMS AND CONDITIONS. THE RATE CONTRACT SHALL REMAIN IN FORCE FOR THE PERIOD INDICATED IN THE RATE CONTRACT AND WILL GET TERMINATED AUTOMATICALLY THEREAFTER UNLESS OTHERWISE EXTENSION IS GIVEN BY THE COMPETANT AUTHORITY.

17. MODE OF DESPATCH : BY ROAD

18. INSPECTION : RITES/CONSIGNEE

19. PAYMENT TERMS : 100% PAYMENT AGAINST SUPPLY, INSTALLATION AND COMMISSIONING OF THE ITEM.

20.PAYMENT AUTHORITY:FA & CAO OF CONCERNED ZONAL RAILWAYS OR THE OFFICERS AUTHORIZED BY FA & CAO OF CONCERNED ZONAL RAILWAY.

21.GUARANTEE/WARRANTY CLAUSE: APPLICABLE AS PER IRS CONDITIONS OF CONTRACT

22.SPL. CONDITIONS FOR INPUT CREDITS:

FIRM WILL GIVE DETAILS ADDITIONAL CREDITS OF INPUTS DUE TO INTRODUCTION OF GST SCHEME SINCE THE DATE OF THEIR QUOTATION AND PASS ON SUCH ADDITIONAL DUTIES AND SET OFFS ALREADY AVAILED AND AS MAY BECOME AVAILABLE IN FUTURE IN RESPECT OF ALL THE INPUTS USED FOR THE MANUFACTURE OF THE FINAL PRODUCT ON THE DATE OF THEIR SUPPLY UNDER GST SCHEME BY WAY OF REDUCTION IN PRICE AND ADVISE THE PURCHASER ACCORDINGLY.

23.SPECIAL CONDITIONS:

(i)ALL OTHER TENDER CONDITIONS & IRS CONDITIONS SHALL APPLY TO GOVERN THIS CONTRACT. ANY OTHER CONDITION QUOTED BY THE FIRMS WHICH IS NOT APPEARING HERE IS NOT ACCEPTED AND WILL NOT APPLY FOR GOVERNING THIS CONTRACT

(ii).IT IS CERTIFIED THAT THE ABOVE ITEM IS REQUIRED FOR USE IN RAIL COACHES.


(iii).GST SHALL BE PAYABLE AGAINST DOCUMENTARY PROOF.PROCEDURE FOR CLAIMING GST APPLICABLE AS PER CLAUSE A&B OF SPECIAL CONDITIONS TO P.O.

(iv).PACKING MATERIAL SHOULD BE ECO-FRIENDLY AND REUSABLE TO EXTENT POSSIBLE.

(v)THE SUPPLY OF ITEMS SHALL CONFORM TO THE SPECIFICATION AND SHOULD BE SOURCED FROM THE APPROVED VENDORS OF RDSO, FOR ITEMS LISTED IN RDSO VENDOR LIST.

24.ADDITIONAL TERMS AND CONDITIONS COVERING THE RATE CONTRACT ENCLOSED.

Yours faithfully,



for Principal Chief Materials Manager/ICF.
for and on behalf of President of India.

| RLY | TYPE OF COACH | | | | |
|-------|---------------|---------------|-----------|-------------------|-------|
| | POWER CAR | AC COACHES | PANTRY/DD | NON AC COACHES | TOTAL |
| SER | 40 | 197 | 12 | 99 | 348 |
| SECR | 14 | 50 | 4 | 92 | 160 |
| NEFR | 30 | 182 | 14 | 32 | 258 |
| SWR | 23 | 113 | 0 | 64 | 200 |
| ECOR | 34 | 199 | 0 | 85 | 318 |
| NCR | 7 | 21 | 0 | 51 | 79 |
| WR | 29 | 128 | 28 | 161 | 346 |
| NER | 23 | 103 | 0 | 58 | 184 |
| SCR | 33 | 121 | 12 | 37 | 203 |
| CR | 0 | 0 | 0 | 0 | 0 |
| ER | 0 | 0 | 0 | 0 | 0 |
| NR | 86 | 534 | 0 | 165 | 785 |
| ECR | 10 | 19 | 47 | 119 | 195 |
| WCR | 0 | 0 | 0 | 0 | 0 |
| NWR | 6 | 22 | 2 | 14 | 44 |
| SR | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 335 | 1689 | 119 | 977 | 3120 |

ADDITIONAL TERMS AND CONDITION COVERING THE RATE CONTRACT

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| 1 | SCOPE | RATE CONTRACT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF MATERIALS TO BE PROVIDED/MODIFIED IN BOTH SWITCH BOARD CABINETS(S1&S2) OF LHB POWER CAR AS PER CLAUSE NO.5.1, 2 NOS CONTACTORS HOG A & B(SAME AS K01 OR K03 OF EDTS-103) WITH 2 NOS. 100 VA TRANSFORMER AND WORK TO BE CARRIED OUT AS PER CLAUSE NO.3.0 & 4.2,4.3 AND 4.4 OF RDSO MODIFICATION SHEET NO.RDSO/PE/MS/AC/0051-2011 REV.2 AND MODIFICATION TO BE CARRIED OUT AS PER ALTERATION NO.1 TO 4 & 7 OF AMDT.1 OF RDSO MODIFICATION SHEET NO.RDSO/PE/MS/AC/0051-2011 REV.2, AND ICF ANNEXURE FOR HOG COMPLIANCE IN LHB DESIGN COACHES. |
| 2 | Validity of the Contract | The rate contract (RC) shall remain valid for the period of one year from the date of conclusion of contract. The Contract may, however, be extended for a further period of 1 year if mutually agreed at the same terms and conditions. The rate contract shall remain in force for the period indicated in the rate contract and will get terminated automatically thereafter unless otherwise extension is given by the competent authority. |
| 3 | Quantity | The quantity indicated is for general guidance only and it is approximate requirement of zonal railways for a period of one year. |
| 4. | Placement of Supply order | <p>During the currency of RC,ICF/Zonal Railways reserves the right to place Supply Order for any qty. as per their requirement on one or more of the RC holder(or) NOT to place any order.</p> <p>The contractor shall execute the supply orders, for the quantity specified in the Supply Order, as and when placed during the validity of the rate contract and which may be even on the last date of the validity of the rate contract. The rate contract supply orders will be placed by zonal Railways or his authorized representative as and when required. The total required quantity may be distributed amongst various parallel rate contract holders based on the zonal Railways requirement and capacity/delivery schedule /performance etc of various RC holders. However no minimum order is guaranteed. The rate contract is in the nature of a standing offer from the supplier firm. A legal contract would come into existence only with the placement of individual order (Supply Order) and each such supply order will constitute a separate contract.</p> |

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| 5 | Prices | <p>1. The Prices shall remain fixed during the contracted period and till all the supply orders placed during the currency of the contract are completed in all respect.</p> <p>(i) Prices should remain valid of firm price basis two years From the date of conclusion of RC</p> <p>(ii) Undertaking should be given that rates quoted are Identical prices and discounts to all parties.</p> |
| 6 | Fall Clause | <p>1. "The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any persons/organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway undertaking, as the case may be, during currency of the contract. The lower price will be applicable to supplies made after the date of coming into force of such reductions or sale or offer to sell at a reduced rate."</p> |
| | | <p>2. "If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons, organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway undertaking as the case may be, at a price lower than the price chargeable under the contract, they shall forthwith notify such reductions or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reductions or sale or offer of sale, shall stand correspondingly reduced."</p> <p>3. The contractor shall furnish the following certificate to the concerned Accounts Officer along with each bill for Payment of supplies made against the contract.</p> <p>"I/we certify that there has been no reductions in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered / sold by me / us to any person / Organization including the purchaser or any Department of Central Government or any Railway Office or any Railway undertaking as the case may be, up to the date of bill, at a price lower than the price</p> |

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| | | charged to the Government under contract." |
| 7 | Contract conditions | The Rate Contract and the supply orders placed against this Rate Contract shall be governed by IRS conditions of Contract as amended upto date and General Conditions and Special Conditions of contract and Instructions to Tenderers as included in tender schedule and Additional Conditions Governing the Rate Contract mentioned herein. In case of contradiction the Additional Term and condition governing the Rate Contract mentioned herein shall prevail. |
| 8 | Ordering Rights | The Purchaser also reserves the right to :- a) Enter into parallel Rate Contract(s) simultaneously or at any time during the period of Rate Contract with one or more tenderer(s) as he may deemed fit and b) Place ad-hoc contract(s) simultaneously or at any time during the period of Rate Contract with one or more suppliers/ tenderers. |
| 9 | DDO | Rate contract will be operated by PCEE/PCMEs of Zonal Railways/PUs and the officers authorized by PCEE/PCME of Zonal Railways/PUs. Orders against this Rate Contract are only for the Bonafide use of zonal Railways. |
| 10 | Delivery | (i) The rate contract shall remain in force for the period of two years from the date of conclusion of contract. A supply order may be placed upto the last date of the currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract and it can go beyond it depending upon the terms of delivery stipulated in the rate contract or in specifically agreed condition of delivery in respect of particular supply order. No extension of validity period of the rate contract itself is required when deliveries against outstanding supply orders spill over even after expiry of the validity period. The rate contract will remain in force for purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed, as per Supply orders so placed. |

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| | | (ii) On receipt of supply order Firms will give acceptance of order to the purchaser and consignee within 30 days from the date of order and indicate the probable date of supply month wise for each item. Delivery should commence from 3 months of order and order will be completed within three months thereafter. |
| 11 | Inspection | BY RITES/CONSIGNEE |
| 12 | Transit Insurance | For deliveries made by Firm , they should arrange for the transit insurance at their cost. Purchaser will not pay separately for transit insurance. Firm will be responsible for delivery of entire stores contracted for arrival at the destination or collected at the firm's premises in good condition. However, in the event of material not received and received with discrepancy the consignee will prefer the formal claim on the carriers and claim letter copy will be sent to Firm within 60 days from the date of RR/PWB since the claims are to be settled by Firm . The original RR/PWB/Open Delivery Certificate will be sent to Firm if required. The claim should be settled in the form of either free replacement or by repayment of advance payment made within 45 days from the date of receipt of original documents. |