

INTEGRAL COACH FACTORY, CHENNAI-38.

No.08/18/1841

Office of the CMM/Fur,
Dated: 03/12/2018

DY.CEE/D ✓

Sub: Rate contract for HOG modification in LHB coaches.

Ref: Railway Board's letter No.98/Elec(G)114/3 Pt.dt.19.2.18 of
DEE(G)/Railway Board.

As per Railway Board's letter under reference, ICF has concluded Rate Contract on M/s.Ramya Electro Gear Pvt.Ltd., Chennai for Supply, Installation and Commissioning of Switch Board Cabinet of LHB AC PANTRY /DOUBLE DECKER COACHES FOR HOG COMPLIANCE for a quantity of 118 Sets at an AIR of Rs.53336.00 per set. (Basic-Rs.35000.00 + Freight-Rs.200 + Installation charges-Rs.10000 + GST-18%).

Name & Address of the Firm:


M/s.RAMYA ELECTRO GEAR PVT.LTD,
BLOCK NO.II, SHED NO.3, SIDCO ELECTRONIC
COMPLEX, GUINDY, CHENNAI - 600 032.

DESCRIPTION:

SUPPLY, INSTALLATION AND COMMISSIONING OF METERIALS TO BE PROVIDED/MODIFIED IN SWITCH BOARD CABINET OF LHB AC PANTRY/DOUBLE DECKER COACHES AS PER ALTERNATION NO.6 OF RDSO MODIFICATION SHEET NO.RDSO/PE/MS/AC/0051-2011 REV.2 AND WORK TO BE CARRIED OUT AS PER CLAUSE NO.4.2 OF RDSO MODIFICATION SHEET NO.RDSO/PE/MS/AC/0051-2011 REV.2, AND ICF ANNEXURE FOR HOG COMPLIANCE.

The details of Rate contract are given in the enclosed Rate Contract. Concerned Zonal Railways may be advised to place Supply Orders for any quantity on the above firm as per requirement during the currency period of two years of Rate Contract.

Encl: Rate contract


Senior Materials Manager/E/Fur.
For and on behalf of the President of India.

INTEGRAL COACH FACTORY, CHENNAI-38

NO.08/18/1841

OFFICE OF THE CMM/FUR
DT.30/10/2018

RATE CONTRACT

1.RATE CONTRACT NO.ICF/08/18/1841/1

2. NAME AND FULL ADDRESS OF THE FIRM: M/S. RAMYA ELECTRO GEAR
PVT.LTD.,BLOCK NO.II,SHED NO.3,SIDCO ELECTRONIC
COMPLEX,GUINDY,CHENNAI-600 032.

3. REFERENCE NO:1.ICF TENDER NO.08/18/1841 OPENED ON 27/08/2018 AND
YOUR BID NO. 8600317 DT.20.08.2018

4. DESCRIPTION: SUPPLY, INSTALLATION AND COMMISSIONING OF
METERIALS TO BE PROVIDED/MODIFIED IN SWITCH BOARD CABINET OF LH
B AC PANTRY/DOUBLE DECKER COACHES AS PER ALTERNATION NO.6 OF
RDSO MODIFICATION SHEET NO.RDSO/PE/MS/AC/0051-2011 REV.2 AND WORK
TO BE CARRIED OUT AS PER CLAUSE NO.4.2 OF RDSO MODIFICATION SHEET
NO.RDSO/PE/MS/AC/0051-2011 REV.2, AND ICF ANNEXURE FOR HOG
COMPLIANCE.

PL.NO- 3398 0950

5.QUANTITY : 118 SETS

6.BASIC RATE : RS.35000/- PER SET

7.FREIGHT :RS.200/- PER SET

8.INSTALLATION PRICE :10,000/- PER SET

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

10.FREIGHT : RS.200/- PER SET

11.ALL INCLUSIVE RATE : RS.53336.00 PER SET (FIRM TO GIVE PRICE
BREAKUP)

12.VARIATION OF GST : APPLICABLE

13.STATUTORY VARIATION CLAUSE: APPLICABLE

14.DELIVERY TERMS : DELIVERY AT VARIOUS ZONAL RAILWAYS

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15.FALL CLAUSE:APPLICABLE AS PER TERMS AND CONDITIONS.(ANNEXURE-I ENCLOSED)

16.DELIVERY SCHEDULE: AS PER TERMS AND CONDITIONS(ANNEXURE-I ENCLOSED)

17. DURATION OF CONTRACT: THE RC SHALL REMAIN VALID FOR THE PERIOD UPTO OCTOBER-2020.

18. MODE OF DELIVERY : BY ROAD

19. INSPECTION : RITES/S.RLY/CONSIGNEE

20. PAYMENT TERMS : 80% OF THE MATERIAL COST AGAINST R.NOTE AND BALANCE 20%+100% OF INSTALLATION CHARGES AGAINST INSTALLATION CERTIFICATE.

21.SECURITY DEPOSIT:TO BE REMITTED 10% OF PO VALUE.

22.GUARANTEE/WARANTEE CLAUSE: APPLICABLE AS PER IRS CONDITIONS OF CONTRACT

23. OPTION CLAUSE : APPLICABLE

24. SEPARATE SUPPLY ORDER WILL BE PLACED BY ZONAL RAILWAYS ON NEED BASIS FOR THE REQUIRED ITEM AS PER THIS CONCLUDED RATE CONTRACT.

25.SPECIAL CONDITIONS:

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

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

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

(iv).PACKING SHOULD BE AS PER SPECIFICATION. THE PAKING MATERIAL SHOULD BE ECO-FRIENDLY AND REUSABLE TO EXTENT POSSIBLE.

(v).IT IS RESPONSIBILITY OF BIDDERS TO QUOTE CORRECT GST RATE AND CORRESPONDING HSN NUMBER.

(vi).PURCHASER IS NOT RESPONSIBLE FOR ANY MISCLASSICATION OF HSN NUMBER OR INCORRECT GST RATE IF QUOTED BY THE BIDDER.

(vii).WHEREVER THE SUCCESSFUL BIDDER INVOICES THE GOODS AT GST RATE OR HSN NUMBER WHICH IS DIFFERENT FROM THAT INCORPORATED IN THE PURCHASE ORDER ,PAYMENT SHALL BE MADE AS PER GST RATE WHICH IS LOWEVER OF GST RATE INCORPORATED IN THE PURCHASE ORDER OR BILLED.

(viii).FIRM HAS TO ADJUST THE BASIC PRICE TO THE EXTENT REQUIRED BY HIGHER TAX BILLED AS PER INVOICE TO MATCH THE ALL INCLUSIVE PRICE MENTIONED IN THE PURCHASE ORDER.

23.ADDITIONAL TERMS AND CONDITIONS COVERING THE RATE CONTRACT:AS PER ANNEXURE-I

Yours faithfully,



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

ADDITIONAL TERMS AND CONDITION COVERING THE RATE CONTRACT

1	SCOPE	The scope of this tender is to conclude Rate Contract for the supply of Spares of Switch Board Cabinet. The details of items is enclosed in the Annexure
2	Validity of the Contract	(i) 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. (ii) Value of the Rate Contract can be enhanced by 30%. Instruction for operation of +30% clause for fixed quantity contracts shall apply for Rate Contract also.
3	Quantity	1. Approximate annual requirement is 118 sets. 2. 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.	(i) 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. (ii) 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 authorised 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.

5	Prices	<ol style="list-style-type: none"> 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. <ol style="list-style-type: none"> (i) Prices should remain valid on firm price basis two years from the date of conclusion of RC (ii) Undertaking should be given that rates quoted are identical prices and discounts to all parties, including DGS&D.
6	Fall Clause	<ol style="list-style-type: none"> 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."
		<ol style="list-style-type: none"> 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." 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>"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 charged to the Government under contract."</p>

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 adhoc contract(s) simultaneously or at any time during the period of Rate Contract with one or more suppliers/ tenderers.
9	DDO	This rate contract will be operated by the officers authorized by Zonal Railways to be called as the Direct Demand Officer (DDO). DDO's can be added or removed from the list at any time during the currency of the rate contract. 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. (ii) On receipt of supply order Firm 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.
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