

INTEGRAL COACH FACTORY, CHENNAI-38

NO.08/18/1843/1/2018-19

OFFICE OF THE CMM/FUR
DT.01/02/2019

RATE CONTRACT

1. NAME AND FULL ADDRESS OF THE FIRM: M/S. RAMYA ELECTRO GEAR PVT.LTD., E6 & E6B ARULAYAMPET II CROSS ST, THIRU-VI-KA INDUSTRIAL ESTATE, GUINDY,CHENNAI-600 032.

2. REFERENCE NO:1.ICF TENDER NO.08/18/1843 OPENED ON 23/10/2018 AND
2.YOUR BID NO. 8870199 DT.23.10.2018.3.REF:REGPL/475/2018-19 DT.30/01/2019.

3. DESCRIPTION: RATE CONTRACT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF MATERIALS TO BE PROVIDED/MODIFIED IN SWITCH BOARD CABINET OF LHB AC COACHES AS PER CLAUSE NO.5.2 AND WORK TO BE CARRIED OUT AS PER CLAUSE NO.4.0 OF RDSO MODIFICATION SHEET NO.RDSO/PE/MS/AC/0051-2011 REV.2,AMDT.1 AND ICF ANNEXURE FOR HOG COMPLIANCE.

UL.NO- 39 3398 0949 0301.

4.QUANTITY : 1689 Sets.(100% of Total requirement)

Qty. Indicated is the maximum qty./Total Qty. that can be covered by each zonal rly.(based on the enclosed breakup) and once this limit is reached, the zonal rly. Concerned can approach ICF for further provision.

5.BASIC RATE : RS.32,000/-

6.FREIGHT : Rs.500/-

7.INSTALLATION CHARGES :15000/-

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

09.ALL INCLUSIVE RATE : RS.56,050.00 PER SET

10.VARIATION OF GST : APPLICABLE

11.DELIVERY TERMS : AT THE PLACE NOMINATED BY ZONAL RAILWAYS.

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

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

Page-2 Contd....

Recd for [Signature]
Cmm
01/02/19

14. 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.

15. MODE OF DELIVERY : BY ROAD

16. INSPECTION : RITES/CONSIGNEE

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

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

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

20. 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.

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

22. 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.

Page-3

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

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

Yours faithfully,

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

o/c 11/2/19

(5)

RLY	TYPE OF COACH				
	POWER CAR	AC COACHES	PANTRY/DO	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	49	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

1	SCOPE	Supply, Installation & Commissioning of materials to be provided/modified in Switch Board Cabinet of LHB AC Coaches as per Clause No.5.2 and work to be carried out as per clause No.4.0 of RDSO modification sheet No.RDSO/PE/MS/AC/0051-2001 Rev.2 Amdt.1 and ICF Annexure for HOG compliance.
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	Placement of Supply order	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.
		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.
4	Prices	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.

5	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 charged to the Government under contract."</p>
6	Contract conditions	<p>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</p>

		mentioned herein shall prevail.
7	Ordering Rights	<p>The Purchaser also reserves the right to :-</p> <p>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</p> <p>b) Place ad-hoc contract(s) simultaneously or at any time during the period of Rate Contract with one or more suppliers/ tenderers.</p>
8	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.
9	Delivery	<p>(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.</p> <p>(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.</p>
10	Inspection	BY RITES/CONSIGNEE

11	Transit Insurance	<p>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.</p>
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