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4/6/2019

SSO Contract  
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04/6/19

Northern Railway

Amritsar

DRM Office  
New Delhi

L. No. :197-S/190/Prov. Of weld.activity/Fr.depot/DLI/18/MC-IV  
Date: 27.05.2019.

M/s Singh Enterprises  
Near J J Nursing Home  
G T Road, Alinagar, Mughalsarai  
Chandauli-232101

Sub. : Tender for "Provision of Round the clock Welding activities in Freight depots over Delhi Division for Two Years".

Ref: Tender No. 197-S/190/Prov. Of weld.activity/Fr.depot/DLI/18/MC-IV opened on 21.12.18.

1. Mechanical department (C&W), Delhi Division is pleased to award a contract for the above said tender on the rates offered by you & accepted by the competent Authority on behalf of President of India i.e. amount of Rs. 2,15,47,257.60/- (Excluding GST), Rupees Two crore fifteen Lakh Forty Seven Thousand Two Hundred Fifty seven and Sixty Paise only (Excluding GST) for the complete work.

S. No.	Work Description	Qty. for two years	Unit	Accepted Rates (Excluding GST)	
				Unit Rate	Total value for Two Years
1.	Hiring of three phase diesel welding generator (max. rating of 400 Amp. Capacity) at Wagon Care Centre, Tughlakabad (Qty.-01 No.)	730	Per day	1500.00	1095000.00
2.	Consumables i.e. Electrodes, cutting gases (DA/LPG & Oxygen) at wagon care centre, Tughlakabad	730	Per day	480.00	350400.00
3.	Supply of welders at various point at Wagon Care Centre, Tughlakabad & Ghaziabad including PF, ESI & Bonus (for 8 hrs. shift)	16x730 days= 11680	Man day	941.69	10998939.20
4.	Supply of helpers at various point at Wagon Care Centre, Tughlakabad & Ghaziabad including PF, ESI & Bonus (for 8 hrs. shift)	16x730 days= 11680	Man day	773.88	9038918.40
5.	Supply of uniform and safety gears i.e. coverall, Hand Gloves, shoe, face mask, name badge etc. for welders & helpers as per scope of work (2 sets for each for two years)	32 staff x 2 = 64	Nos.	1000.00	64000.00
<b>Grand Total (Excluding GST)</b>					<b>21547257.60</b>

Rupees Two crore fifteen Lakh Forty Seven Thousand Two Hundred Fifty seven and Sixty Paise only (Excluding GST)

**NOTE:**

- i) The accepted rate shall be inclusive of all charges and taxes i.e. transportation, labour Excise duty and other applicable charges including contribution to PF, ESIC & Bonus except GST (as applicable) which will be reimbursed on submission of the documentary proof of the same being deposited in concerned department for the said work and no separate charges would be paid what so ever.
- ii) GST (as applicable) shall be extra.
- iii) Contractor shall submit the documentary proof of GST (as applicable) duly deposited with the concerned department of Government, which has already been paid against the

- previous bill by the Railway. The contractor shall responsible for depositing GST (as applicable) and all legal obligations related to GST.
- iv) 2% income tax and surcharge (as applicable) on I. Tax shall be deducted from bill and necessary I.T deduction certificate will be issued by DFM/Northern Railway/New Delhi.
  - v) No extra payment CST/ST, Octroi or other taxes will be made to the agency.
  - 2. Please attend this office within 07 days of receipt of this letter for completing the following formalities at the earliest.

#### 2.1 Performance Guarantee

You are required to submit a Performance guarantee (PG) within 21 (Twenty One) days from the date of issue of letter of acceptance (LOA) in the form of an irrevocable bank Guarantee/FDR amounting to 5% of contract value (including GST) i.e. Rs. 12,71,290/- only in favour of "Senior Divisional Financial Manager, Northern Railway, New Delhi" having validity for 30 months. Extension of time for submission of PG beyond 21(twenty one) days and up to 60 Days from date of issue of LOA may be given by the authority that is competent to Sign the contract agreement. However, a penal interest of 12% per annum shall be charges for the delay beyond 21(twenty one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

#### 2.2 Security Deposit

Security deposit for this work @ 5% of the contract value shall be Rs. 12,71,290/- The Earnest Money deposited by you with your tender for Rs. 2,59,180/- Vide transaction ID PE4915695/15690790 dt. 21.12.18 shall be retained by the Railways as a part of security for the due & faithful fulfillment of the contract by the contractor. The balance to make up the security deposits, the amount of Rs. 10,12,110/- shall be recovered @10% of the bill amount till the full security deposit is recovered.

#### 2.3 Agreement

The agreement shall be executed between your firm and the Railway Administration on Stamp paper of Rs. 100/-. The firm shall arrange 01 stamp paper of Rs.100/- and 02 Passport size photo of the contractor signing the agreement. Name and designation/Post Along with contact Name, email ID etc. should also be mentioned before signing the Contract agreement.

Until a formal agreement is prepared and executed, this letter of acceptance shall constitute a binding of contract between Railway and your Organization. All terms and conditions given in the tender document under reference above have been accepted by you and work is to be carried out as per scope/schedule of work of the tender document.

Please note that in case of failure to comply with the above mentioned instructions within the stipulated time, the offer will be treated as cancelled without assigning any reason whatsoever and the contract will stand terminated in terms of clauses of 62 of general condition of contract.

The works shall have to be started w.e.f. 03.06.2019.

Please inform the name of the authorized representative along with contract number responsible for executing the subject work.

DA: Special terms and condition and scope of work.

8/21/2019  
DME/Chg.  
New Delhi

(For and behalf of President of India)

Copy to:

- i) ADME/Fr./TKD
- ii) SSE/Ic/C&W/GZB
- iii) Sr. DFM/NDLS-for kind information please

Detailed Scope of Work

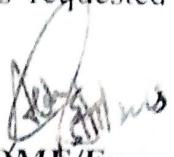
1. During currency of contract, the contractor will provide welders and helpers round the clock at various points of depots as decided by the concerned ADME/SSE incharge. However, welders and helpers will be utilized in Sick line or ROH.
2. The quantity of welder / helper can be changed as per requirement. In this regard, decision of ADME/SSE incharge/Tughlakabad will be final.
3. At Yard / Sick line / ROH, the contractor's staff will use Railway equipments like machineries and consumables except self protective equipments. However, the contractor will use own tools and tackles i.e. diesel welding plant, gas cutting equipments and consumables like electrodes, gases etc. in yard of Wagon Care Centre, Tughlakabad.
4. A sufficient quantity of all consumables should be stored at depot at all time and arrange by contractor.
5. Repairing by welding patch of M.S. Sheet on floor/ side panel/end panel & doors of wagon.
  - i. Wagons are marked unloadable due to presence of hole or corroded on wagon body. The Hole or corroded area is to be covered by welding patches of M.S. sheet. Size of the patch will be decided by the Railway representative.
  - ii. Adjoining area needs to be cleaned by wire brush to make them free from dust, dirt or residual material to make them suitable for quality welding.
  - iii. The area over which patch work is to be done should be flattened by hammering to ensure proper seating of MS Sheet.
  - iv. Effort shall be made to do continuous welding all around the patch placed over body of wagons.
  - v. Earthing cable to be connected to body of the wagons only. It should never be connected to the trolley.
6. Work of helpers also includes opening and closing of doors of wagons.
7. Any work advised by Railway representative on any wagon/train either in yard or Sick line, which is regard for running trains in normal as well as at the time of emergency, should also be attended.
8. After completion of work at site, scrap etc. generated should be removed & should be handed over to SSE(C&W) of concerned depot.
9. Welding work will consist of panel patches, doors, latches-catches and chain pulley block etc. M.S. sheets, Doors and other material will be provided by the Railways.
10. During roof repairing the welder & helper will use safety belt to avoid any accident.
11. Contractor will provide personal protective equipment to his staff for their safety.
12. The welding work will be carried out under the supervision of Railway.
13. **Specification of welding machine:**  
Portable Diesel welding generator (Approx. Rating 400 Amp.) of industrial use, for high capacity welding, confirming to IEC 974-1 standards, sturdy design for all working environment, along with accessories like welding cable, holder at Wagon Care Centre, Tughlakabad. It should be compatible to use B6 & B8 welding electrodes for welding of different sizes of MS plates. The machine should be maintained in good fettle and should be capable of welding 6 mm thick plates from a distance of 10 to 15 meters.
14. **Specification of gas cutting set:**  
Gas cutting set should be consisted with Oxygen & DA/LPG gas cylinder and cutting torch with suitable length of pipe on moveable trolley.
15. Contractor should have adequate mechanism for carrying the equipment and associated welding equipments to maintain the wagon at yard.

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16. B-1 or B-2 welding electrode should be used for panel patching.

**Note:**

1. All the old materials which are recovered from wagons must be submitted to Railway and shall be the property of Railway.
2. No additional cost shall be provided by the Railways. Hence the tenderer is requested to calculate their rates accordingly before quoting their rates

  
**Sr. DME/FR**  
**N. Rly., Delhi**

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will be charged against the contractor, apart from deducting charges on pro rata basis for the time the machine is under break down.

- v. If the work of Railway is held up on A/c of consumable i.e. welding electrode/cutting gas at yard, a penalty of Rs. 200/- (Rupees Two hundred) per hour will be imposed.
11. Payment to the staff should be only through bank in the account of the respective staff. It may be ensured that contractor have to submit the proof for labour payment at minimum wage rate (as per Central/Delhi govt whichever is higher) & with every bill for previous bill period. The bill shall not be processed for payment without the proof for labour payment.
12. If any staff/worker of the contractor is found indulging in misconduct activities, the contract may be terminated.
13. The cost of damage to the railway property if incurred during the execution of work will be borne by the contractor.
14. The contractor shall also nominate a representative during the execution of the work for liaison at ADME/SSE of concerned depot, whose mobile no. and Email ID shall also be provided to the Railway. This representative will certify the attendance of his staff & other related work on daily basis to Railway representative.
15. The contractor shall be liable for the safety of his workmen during the course of contract. It is made clear that no claim/ compensation would be entertained for any type of accident/incident involving his labour. Any compensation however as required under law would be payable by the contractor.
16. The Railway will provide space for storage of materials, machines & tools etc. during the execution of the work. However in case of any loss/theft Railways shall not be responsible for these items.
17. Penalty for delay in completion/ non attending to certain activities: In case the contractor fails to execute and complete the work within the time specified in the agreement or within the period of extension granted by Sr.DME/FR/Delhi, a penalty will be levied except for the case where the delay is purely on the part of the Railways. In this regard the decision would be final.
18. Issue of Entry Permit: Contractor should issue Identity badges (as per approved format by concerned ADME/SSE) to all his labour being engaged to carry out the Work, including the Supervisor. These identity badges should be so carried that Railway Security can identify them. The Identity cards should be worn by the contractor' labour on left side on the chest every time, during their presence on Railway Premises.
19. The value of contract and quantities given in the attached schedule of rates and quantities are approximate and are given only as a guideline. These are subject to variations/ additions and/or omission. The quantum of the work actually carried out shall not form the basis of any dispute regarding the rates to be paid and shall not give rise to any claim for compensation on account of any increase or decrease either in the quantity or in the contract value.

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20. The contractor shall be liable to be penalized for any undesirable activities, endangering the image of Railways. In this regard decision of Accepting Authority will be final.
21. In case of any contradiction between special terms & conditions of tender and general conditions, then the special terms & conditions shall prevail.
22. If any compensation/penalty is to be paid by the Railway in compliance of the order/judgement passed by the court, consumer forum or any other law-enforcing agency on default of the contractor or his person/servant/employee to the complainant, the said amount shall be liable to be paid by the contractor and will be deducted from bill of contractor.
23. Addenda and corrigenda to the 'Special/other Terms and conditions' may be issued as & when necessary and the tenderer/s shall abide by them.

**Sr. DME/Fr  
N. Rly., Delhi**

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**SPECIAL TERMS & CONDITIONS OF CONTRACT**

Tender For "Provision of Round the clock Welding activities in Freight depots over Delhi division for two years".

1. **Place of work:** The work shall be executed by the successful contractor at following Freight Depots:
  - Tughlakabad.
  - Ghaziabad
2. The work shall be carried out as per 'Detailed scope of work' as specified in Annexure-I. The contractor shall use his own resources required for the job.
3. Contractor is responsible for maintenance of Diesel welding generators during the whole currency of contract. No extra cost would be paid for maintenance. The Rates quoted should be inclusive of all expenditure.
4. The firm executing the above maintenance contract will depute technically qualified welder (ITI trained in welding) and staff.
5. The contractor shall submit the BIO-DATA (Name, Father's name, Address, Age, Passport size photo & employee no. etc.) of his employees duly attested by the contractor to the concerned ADME/SSE incharge, before taking up the job inside the complex at the beginning of the work as well as in between as and when any of his employee is replaced with new employee. The contractor shall provide 'Identity Card' to all those employees deputed to work, who shall carry out the said works. ADME/SSE incharge shall inform RPF authority regarding the contractor's employee deputed to work inside the complex as per the said 'Bio data'. Those employees having and wearing proper identity card, details of whom have been submitted to the ADME/SSE incharge will only be allowed to work inside the complex.
6. Any loss due to rain or floods in the yard, the Railways is not responsible and do not pay any compensation. The contractor is responsible for proper safety of the Diesel welding Generators and all provided equipments and materials in the yard. In the case of any theft/damage to these equipments and materials, the Railway is not responsible and the contractor will not be paid any compensation to the above.
7. Railway is not responsible for safety of all personnel employed by contractor during the period of contract.
8. Labour laws as and when issued by Ministry of Labour, Government of India, is applicable & biding on contractor including minimum wages act, EPF, ESI etc as per applicable.
9. **Payment Terms:**
  - a. Subject to satisfactory working duly certified by Senior Divisional Mechanical Engineer, N.Rly, Delhi or his representative, the contractor shall be entitled to receive the value of the work against the work attended/completed during the month after necessary deduction or recovery, which the Railway Administration may be entitled to make under the contract or

*(Signature)*

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any other contract. The bill should be raised by the contractor on monthly basis and should be submitted latest by 7th of next month.

- b. *Payment will be made by Sr.DFM, Northern Railway, DRM Office, New Delhi.*
- c. *All bills in four copies shall be submitted to ADME/SSE incharge of concerned depot.*
- d. *Payment will be made only after verification & certification by the ADME/SSE incharge of concerned depot.*
- e. *All payment in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respect as detailed at Annexure-III of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payment shall be made by cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.*
- f. The rates are inclusive of all charges and taxes i.e. all components, spares, transportation, Labour, & other applicable charges except GST and no separate charges would be paid whatsoever.
- g. *GST (as applicable) shall be extra.*
- h. *Contractor shall submit the documentary proof of GST (as applicable) duly deposited with the concerned department of Government, which has already been paid against the previous bill by the Railway. The contractor shall be responsible for depositing GST (as applicable) and all legal obligations related to GST.*
- i. *2% income tax and surcharge (as applicable) on I. Tax shall be deducted from bill and necessary I.T deduction certificate will be issued by DFM/Northern Railway/New Delhi.*
- j. *No extra payment CST/ST, Octroi or other taxes will be made to the agency.*
- k. *Amount equivalent to Bonus considering 8.33% of minimum wages on similar category will be deducted from monthly bill and released only after submission of documentary proof of payment to their workers (for that period).*
- l. *In the event of increase / decrease of minimum wages rates after the award of contract, the agreement rates will be increased / decremented by amount equal to the variation effective from the date of increase or decrease.*

### 10. Penalty Clause:

- i. *A penalty of Rs.500/- (Rupees Five Hundred) per head per day will be deducted for staff absentee, apart from non-payment of wages for the staff(s) absent.*
- ii. *A penalty of Rs.200/- (Rupees Two hundred only) per staff per occasion will be deducted for not wearing of personal protective equipments.*
- iii. *A penalty of Rs.1,000/- (Rupees one thousand) per occasion will be deducted for not ensuring proper earthing to the wagon stock while carrying out the welding.*
- iv. *Any welding machine under breakdown/out of order, should be replaced/repaired within 04 (Four) hours and if failed to do so a penalty of Rs. 200/- (Rupees Two hundred) per hour*