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12/9/19

Northern Railway

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DRM Office  
New Delhi

L. No. :197-S/223/Conversion of BLC wagon/TKD/19/MC-IV  
Date: 09.09.2019.

M/s Global Enterprises  
442, Subhas Puri, Kanpur Khera,  
Meerut, U. P- 250001

Sub: : Tender for "Conversion of BLC rakes to 22 T axle load - BLCAM/BLCBM wagons  
as per drawing during ROH activity at wagon care centre, Tughlakabad".  
Ref: e-tender opened on 28.05.19.

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. 20,42,163.90/- excluding GST, Rupees Twenty Lakhs Forty Two Thousand One Hundred Sixty Three and Paisa Ninety for the complete work.

S. No.	Description	Total Approx. Qty. (In Wagon)	Estimated Rates (excluding GST) (in Rs.)		Accepted value of Rs. (Excluding GST)
			Unit Rate	Total Value	
1	Cutting, Grinding, Welding and other allied work for modification as per scope of work.	2700 Nos.	720.34	1944918.00	5% above i.e. Rs. 20,42,163.90/-

(Rupees Twenty Lakhs Forty Two Thousand One Hundred Sixty Three and Paisa Ninety  
excluding GST) .

**NOTE:**

- i) The accepted rates shall be inclusive of all charges i.e. transportation, labour and other applicable charges 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) 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.
  - iii) 2% income tax (or as applicable) and surcharge (if any) on I. Tax shall be deducted from bill and necessary I.T deduction certificate will be issued by DFM/Northern Railway/New Delhi.
  - iv) No extra payment CST/ST, Octroi or other taxes will be made to the agency.
  - v) You are requested to submit original copy of affidavit before agreement, which is attached with your offer.
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 requested 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 (with GST 18%) i.e. Rs. 1,20,490/- only in favour of "Senior Divisional Financial Manager, Northern Railway, New Delhi" having

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validity for 26 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. 1,20,490/- The Earnest Money deposited by you with your tender for Rs. 38,900/- Vide transaction ID PE80516360568/201914810128411 dt. 28.05.2019 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. 81,590/- 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 within 15 days from the date of issuance of this L.O.A or as per orders of Sr. DME/Fr.

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.

6/13/1919

DME/Chg.  
New Delhi

Copy to:

- i) ADME/Fr./TKD
- ii) Sr.DFM/NDLS For information & necessary action please.

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kept with Railways shall prevail and the decision of Railways thereon shall be final and binding on Tenderer/Contractor.

### CONSIDERATION OF TENDERS

7. **Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
- 7A. **Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.
8. **Partnership Deeds, Power of Attorney etc.:**
  - (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Joint Venture (JV) / Registered Society / Registered Trust etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
  - (ii) In case tenderer is other than sole proprietorship firm, following documents shall be submitted by the tenderer:
    - (a) **Partnership Firm:** The tenderer shall submit (i) a copy of Partnership Deed and (ii) a copy of Power of Attorney (duly registered as per prevailing law) in favour of an individual to sign the tender documents and create liability against the Firm.
    - (b) **Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 17 of the Indian Railway General Condition of contract (GCC), Works, Nov.-2018
    - (c) **Company registered under Companies Act-2013:** The tenderer shall submit (i) the copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and (ii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
    - (d) **LLP (Limited Liability Partnership) Firm:** If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall submit alongwith the tender- (i) a copy of LLP Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the Firm.
    - (e) **Registered Society & Registered Trust:** The tenderer shall submit (i) a copy of the Certificate of Registration, (ii) Deed of Formation; and (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

**Note: In terms of Railway Board letter no.2002/CE-I/CT/37 dated 14/12/2012, "Joint Venture Firms" shall be applicable to the works tenders of value more than Rs.10 crore (Rupees Ten Crore Only).**

- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society etc. shall be neither asked nor considered, if submitted.
- v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

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kept with Railways shall prevail and the decision of Railways thereon shall be final and binding on tenderer/Contractor.

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- Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

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**Note:** In terms of Railway Board letter no.2002/CE-I/CT/37 dated 14/12/2012, "Joint Venture Firms" shall be applicable to the works tenders of value more than Rs.10 crore (Rupees Ten Crore Only).

- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society etc. shall be neither asked nor considered, if submitted.
- (v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

- (vi) The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
9. The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

10. **Participation of Partnership Firms in works tenders:**  
10.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

- 10.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

- 10.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

- 10.4 Once the tender has been submitted, the constitution of the firm shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

- 10.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

- 10.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

- 10.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make

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correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

- 10.8 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 10.9 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 10.10 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

**(a) Joint and several liabilities:**

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

**(b) Duration of the partnership deed and partnership firm agreement:**

The partnership deed/partnership firm agreement shall normally not be modified/ altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

**(c) Governing laws:** The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

**(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.**

**10.11 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:**

- (a) A copy of partnership deed.
- (b) A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

**10.12 Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 18 by the partnership firm:

- 11. In case of any deviation from the requirement of tender specifications. Instructions to Tenderers or General & Special Conditions of Contract, the same should be brought out by the tenderer in the offer as per Annexure-II. Tenderers may note that it is not obligatory of Railway to accept the deviations.

**12. System of Verification of Tenderer's credentials:**

- 1. For the works tendered, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of

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 his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.

- II. The tenderer shall submit a notarized affidavit (To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/-). The stamp paper has to be in the name of the tenderer stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-B. **Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- III. The Railway reserves the right to verify all statements, informations and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under.
- IV. In case of any wrong information submitted by tenderer, the contract shall be terminated, earnest Money deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5(five) years.
- V. **The tender validity period will be 45 days for single packet and 60 days for two packet system of tendering for tenders having affidavit based system of credential verification.**

{Authority: Railway Board's letter no. 2017/Trans/01/Policy, Dated 08.02.2018}

- 13. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of Divisional Railway Manager/ Sr. Divisional Mechanical Engineer or concerned Engineer, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. **The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor.** Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
- 14. **Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor.
- 15. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender.

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If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

Except where specifically stated otherwise in the tender documents, this work shall be governed by the "Indian Railway Standard General Conditions of Contract Nov. 2018." It may be accessed through the path: [www.indianrailways.gov.in/railwayboard](http://www.indianrailways.gov.in/railwayboard) >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> "Policy Matters" >> IR General Conditions of Contract, Nov 2018".

**19. Price Variation Clause:** The Price variation clause (PVC) of General Conditions of Contract (GCC) shall not apply to such a works contract which is either an Annual Maintenance Contract (AMC) or Zonal Contract.

(Authority: Railway Board's letter no. 2013/CE-I/CT/O/10/PVC/Pt.I dated 27.01.2015)

**A.1 Applicability:** Price Variation clause shall be applicable only for contracts of value (Contract Agreement value) as prescribed by the Ministry of Railways (presently Rs. 5 Crore and more) {Authority: Railway Board's letter no. 2017/Trans/01/Policy, Dated 08.02.2018}.

**20. Security Deposit:**

(1) The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the Railways.

**Note:** After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

(2) (i) **Refund of Security Deposit:** Security Deposit mentioned in sub clause above shall be returned to the Contractor after the following:  
 (a) Final Payment of the Contract as per clause 51.(1) and  
 (b) Signature of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and

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- (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50 (1).
- (2) (i) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.
- (2) No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16 (4)(b) of this clause will be payable with interest accrued thereon.

### 21. Performance Guarantee

- The procedure for obtaining Performance Guarantee is outlined below:
- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG, beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged 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 all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by

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more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways

- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of the GCC

## NORTHERN RAILWAY

SPECIAL TERMS & CONDITIONS OF CONTRACT

Sub: Conversion of BLC rakes to 22 T axle load - BLCAM/BLCBM wagons as per drawing during ROH activity at Wagon Care Centre, Tughlakabad for Two years

1. 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.
2. 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.
3. 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 all provided equipments and materials in the depot. 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.
4. 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.
5. If any staff/worker of the contractor is found indulging in misconduct activities, the contract may be terminated.
6. The cost of damage to the railway property if incurred during the execution of work will be borne by the contractor.
7. The contractor shall also nominate a representative during the execution of the work for liaison at ADME/SSE of the depot, whose mobile no. and Email ID shall also be provided to the Railway. This representative will certify the work with Railway representative.
8. 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.
9. 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.
10. 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.
11. In case of any contradiction between special terms & conditions of tender and general conditions, then the special terms & conditions shall prevail.

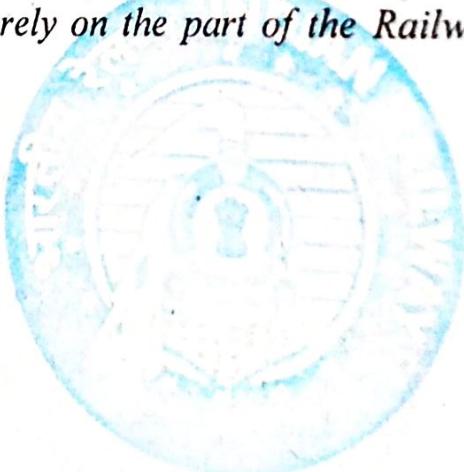
## NORTHERN RAILWAY

12. 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.
13. Addenda and corrigenda to the 'Special/other Terms and conditions' may be issued as & when necessary and the tenderer/s shall abide by them.
14. No employee of the contractor will smoke at the working area because of availability of flammable products nearby.
15. The contractor shall duly comply with the provision of the labour laws i.e. Payment Wages Act 1923, Minimum wages Act, Workman Compensation Act and any other law, legal provisions/rules on labour/workman etc. with regard to staff employed by him and shall keep the Railway Administration indemnified against all claims arising directly or indirectly through any failure/ omission/commission to comply with the wages act/rules/provisions.
16. In case of any failure in implementing the statutory rules and regulations by the contractor Railways shall be liberty to recover any such amounts as advised by the statutory bodies from the bills of the contractor.
17. This contract shall be deemed to have concluded in the state of Delhi where it has been signed and all obligations hereunder shall be deemed to be located at the state of Delhi and the courts with the state of Delhi will have the Jurisdiction to the elusion on all the courts.
18. All disputes differences and questions whatsoever, which shall arise between the parties here to, during the currency of the contract will be governed by Arbitration Act.
19. **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 any other contract. The bill should be raised by the contractor as per schedule and should be submitted latest by 7<sup>th</sup> day 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 concern ADME/depot In charge.*
  - d. *Payment will be made only after verification & certification by the concerned ADME/depot In-charge.*
  - 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.*

## NORTHERN RAILWAY

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- f. 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.
- 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. No extra payment CST/ST, Octroi or other taxes will be made to the agency.
- j. 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.
- k. **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/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.



Sr. DME/Fr  
N. Rly., Delhi

**NORTHERN RAILWAY****Annexure-I****DETAILED SCOPE OF WORK**

The details of Scope of works to be carried out at Wagon Care Centre, Tughlakabad or any location decided by Railway of Delhi Division is as follows.

1. Fabrication works in LCCF-20 bogies to enhance the axle load capacity are to be done during ROH of these wagons as per RDSO drawing no. WD-07009-S/1. To upgrade the bogie by fitment of additional springs etc. following fabrication works are to be attended –
  - a) Cutting of two nos. existing outer spring spigot of lower plank and upper plank which is being used to accommodate the spring.
  - b) Grinding of lower plank to prepare surface for two nos. inner spring spigots.
  - c) Welding of two nos. spring spigots.
  - d) Stripping of all suspension springs to execute this work.
  - e) Cutting of 04 nos. of nut bolts of sliding blocks in each bogie.
2. The firm executing the above maintenance contract will depute highly skilled staff.
3. The firm will use own tools and tackles i.e. welding machine, gas cutting equipments and consumables like electrodes, gases etc. All the tools, tackles, Grinder and assets to be arranged by the contractor.
4. No consumable will be supplied by the Railway. However, free Electricity and crane facility will be provided by the Railway.
5. The firm shall modify approx. 20 (Twenty) bogies i.e. 10 (Ten) wagons per day or as advised by ADME or his representative nominated by him.
6. If any day, modification in bogie is not required for any reason, Railway will advised before one day.
7. All the work and any variation for fitting to be decided by ADME or his representative nominated by him.
8. A sufficient quantity of all consumables should be stored at depot at all time and arrange by contractor.
9. Contractor will provide personal protective equipment to his staff for their safety.
10. **Penalty Clause:**
  - a) Approx 20 bogies per day will be offered for modifications. The contractor has to do modify and made them fit within same day, else a penalty of ₹ 1,00/- (Rupees One Hundred) per bogie per day will be charged up to 20 bogie.
  - b) A penalty of ₹ 200/- (Rupees Two hundred) per staff per occasion will be deducted for not wearing of personal protective equipments.
  - c) A penalty of ₹ 1,000/- (Rupees one thousand) per occasion will be deducted for not ensuring proper earthing to the Bogie / wagon stock while carrying out the welding.

**Note:**

1. All the old materials which are recovered from wagons must be submitted to Railway and shall be the property of Railway.

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- II. No additional cost shall be provided by the Railways. Hence the tenderer is requested to calculate their rates accordingly before quoting their rates.
  - III. Drawings will be provided by the Railway.

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N. Rly., Delhi

