

SPECIAL TERMS & CONDITIONS OF CONTRACT

Sub: Hiring of Full body Truck (Carrying capacity-9T) at Wagon Care Centre, TKD for transportation of Railway material between depot. over Delhi division and JUDW for two years.

1. The work shall be carried out as per 'Detailed scope of work' as specified in Annexure-A. 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 ADME, 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. **No person without above details should be inducted for the work.**
3. **Issue of Entry Permit:** Contractor should issue Identity badges (as per approved format by concerned ADME) 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's labour on left side on the chest every time, during their presence on Railway Premises.
4. The contractor shall submit the copy of RC of the vehicle (to be deployed in service for the subject work) at the office of ADME before start the work.
5. The contractor must obtain necessary permission from traffic police for plying the truck in NCR region during the NO ENTRY time, as the Railway work will mostly take place during this time period. The contract will start only after obtaining permission during No Entry time.
6. If any staff/worker of the contractor is found indulging in undesirable activities, the contract may be terminated.
7. The cost of damage to the railway property if incurred during the execution of work will be borne by the contractor.
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 may provide space for storage of materials, machines & tools etc. on free of cost. However in case of any loss/theft Railways shall not be responsible for these items.
10. **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 on monthly basis and should be submitted latest by 7th 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-II** 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. 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. No extra payment CST/ST, Octroi or other taxes will be made to the agency.*
 - h. ECC charges (if applicable) would be paid on reimbursement basis on submission of relevant challan/document issued by concerned authority.*
 - i. 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.*
 - j. **Penalty Clause:** 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 of Sr.DME would be final.*
11. 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.
12. Besides specific penalty as mentioned, Tender accepting authority reserves the right to impose penalty/penalties for non-compliance of any other conditions of the tender, on receipt of recorded complaint/s & in case any abnormalities found during inspection by Railway official/s.
13. The contractor shall also keep a representative during the execution of the work for liaison.
14. 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 from 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.

15. In case of any contradiction between special terms & conditions of tender and general conditions, then the special terms & conditions shall prevail.
16. No advance payment will be made by the administration.
17. The Railway administration reserves the rights of terminating the contract at any time without any notice.
18. In the event of non fulfilment of any of terms of this contract, the Railway Administration may forfeit the security deposited in Part/full and retain it as liquidated damages, irrespective of whether Railway has or has not suffered any loss or damage and that decision of the Sr. DME/New Delhi so as to forfeit the security shall be final and binding on the contractor.
19. The Railway Administration reserves the right to call the tenderers for negotiation if needed; the tenderers shall not increase the amount/rate already offered in the tender at the time of negotiation (s).
20. The currency of the contract can be extended by/up to as per railways schedule of powers on same terms and conditions, if the Railway Administration so desires.
21. The tenderer must sign each page of the tender document. All documents to be submitted in connection with the tender shall be written either in "English" or in "Hindi".
22. 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.
23. That the contractor shall not sublet or sub contract or assign this contract or any part thereof to any person or agency/firm at any time. In the event of contractor found violating/infringing this clause, the Railway Administration have the right to terminate the contract without prior notice to the contractor and the contractor shall have no claim whatsoever in consequence of such termination of the contract. As to whether or not the provision of clause had been violated/infringed, the decision of Sr. DME/Chg./New Delhi or any officer deputed by him on his behalf shall be final, conclusive and binding.
24. The running KM will be calculated @ 6000 km per quarter.
25. The rates will not be enhanced during the contract period.
26. 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. Divisional Mechanical Engineer (Fr.)
Northern Railway, Delhi

DETAILED SCOPE OF WORK & SPECIFICATION

1. Successful tenderer shall be liable to provide road worthy truck of **Tata / Ashok Layland / Eicher / Mahindra**, one no. 9 Ton carrying capacity for Wagon Care Centre, Tughlakabad. The work pertains for transportation of staff/railway material etc from one destination to another destination in between depots over Delhi division and Jagadhari workshop. However, the truck can also be utilized outside Delhi division as and when required.
2. The vehicles will be under the charge of SSE/C&W Incharge, whose office is located at Tughlakabad over Delhi division. This vehicle will remain available for 24 hours (round the clock) for the transportation purposes.
3. The vehicle and driver with his helper will remain available for 24 hrs.
4. The vehicles proposed to be hired should be in perfect working order and fully operational. During currency of contract, **the vehicle should not be more than two years old at the time of work start**. It will be the sole responsibility of the contractor to ensure availability of valid vehicle registration certificate, insurance, license, road permits and all other requisite documents required under existing laws/Motor Vehicle Act etc. & any amendment made to the same in future by Road Transport and other govt. Authorities.
5. The driver of the vehicle shall maintain running kilometers of vehicle in Log book and signed by Railway representative on daily basis. Log book will be arranged by the contractor.
6. The vehicle will be utilized between C&W depots over Delhi division and Jagadhari or as advised by CDO/Sr. Section Engineer/C&W and vehicle should have the permit of Delhi, Haryana, Panjab, Rajasthan & Uttar Pradesh. If, contractor refused to go outside Delhi, a penalty of Rs. 2000/- (per case/per day) will be imposed against the contractor.
7. Contractor shall not change/replace the drivers & helper frequently. Replacement of driver & helper shall only be provided when the deputed driver & helper fails to turn up either due to sickness or leave. Absence of driver & helper from duty will be treated that the contractor hasn't provided the vehicle that will further attract the penalty of Rs.200/- per hour.
8. No boarding and lodging facilities will be provided to the drivers & other staff of contractor.
9. As & when the vehicle is required to park in a paid parking area, the parking charges will be paid by the contractor.
10. Vehicle will be booked for the movement over Delhi division i.e. territory of Delhi, Panjab, Uttar Pradesh, Rajasthan & Haryana. Toll tax/other taxes; whatsoever applicable/payable shall be borne by firm/contractor.
11. The firm will be responsible for preventive as well as break down maintenance of vehicles, as and when, required and maintenance will be got done by the firm at his own expenses. During maintenance period, the firm shall provide substitute vehicle of equivalent size for transportation purposes.
12. The firm shall provide a separate & activated mobile phone to the driver for communication with the ADME/Sr. Section Engineer/C&W; whenever required. The Mobile no. should be provided in advance.
13. The vehicle should be equipped with GPS system including two years subscription.
14. The firm shall deploy sufficient number of drivers to ensure 24 hours vehicle availability while ensuring compliance of section 91 of the Motor Vehicles Act, 1988 or any other statutory act or rule governing working hours of vehicle drivers. Changing of driver will be managed at location decided by ADME TKD.
15. The firm shall ensure that his staff/driver will neither use liquor nor shall be found under influence of intoxication while on duty. In case driver is found to consume alcohol penalty of Rs. 1000/- per case will be imposed.

16. The driver of the vehicle shall wear neat & clean uniform as approved by Railways/Road Transport Authorities. While on duty, he shall possess valid driving license & mobile phone. Not wearing uniform will attract the fine of Rs. 500/- per occasion.
17. In case of Break Down of vehicle, the contractor will have to replace the vehicle within two hrs. in Delhi area and four hours in outside Delhi area; failing which a penalty of Rs. 200/- per hour will be imposed on the firm beyond one/two hrs. till the replacement is made or any alternative arrangements are made by the contractor. In case firm/contractor fails to supply/provide the vehicle or non availability of vehicle any day, it will attract a penalty of Rs. 200/- per hour against the contractor.
18. Penalty imposed by the police/in respective states for any irregularities, if any, shall be borne by firm and will be deducted from bill.
19. Vehicle should have good external appearance having no scratches or dents and updated & valid registration certificate, driving license, insurance coverage, pollution certificate and permits etc. Discrepancy noticed on this account will attract fine of Rs.1000/- per month.
20. In case of any accident/Breakdown during transshipment of material, necessary arrangement for transportation of available material in the truck should be immediately done by the contractor, loading and unloading transshipment to new truck at road side, will be borne by the contractor and any legal aspect shall also be dealt on the part of the contractor & Railway authority shall be informed timely.
21. Railway Administration will not be responsible for any damages to the vehicle or injury to driver. The contractor shall be liable for the safety of his workmen during the course of contract. The railway will not entertain any compensation or claim for any incident/accident.
22. In case the firm fails to supply the vehicle, within the reasonable time as and when required on the approved rates, the security deposited and performance guarantee money can be forfeited by the administration and actual loss thus sustained will be recovered. The chargeable rates will be reckoned from depot to the point where the vehicle is required by the Railway administration till it is released back to depot.

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