

15.3	If Contractor fails to complete the delivery of loaded consignment within stipulated period at the nominated location/premises of Railways, a penalty of Rs. 2000/- per day will be imposed and the same will be deducted from running bills/SD.
15.4	If found damage of any Railway material, penalty will be imposed as under:- Beyond repairable:- Cost of items plus @ Rs 5000/- per item. Repairable:- Penalty @ Rs. 2000/- per item.
15.5	The contractor shall ensure that all employees/persons engaged/authorized by him for carrying out the work, behave properly with Railway officers and staff. In the event of any misbehaviour being reported, a penalty up to Rs. 1000/- (Rs. one thousand) per case may be imposed and also the contractor shall immediately withdraw such employee/person from the work.
15.6	Penalty imposed by govt. authorities due to non-compliance of the statutory provision of laws, shall be liable to be paid by the contractor. Railway shall not pay or reimburse this penalty to the contractor
15.7	Sr.DME/MIB/NGP shall have the discretion for waiving off penalty on case to case basis, depending on merit of each case.
15.8	Railway administration reserve the right to impose suitable penalty for non-compliance of any of the conditions specified in the contract.
15.9	Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of Contract and Buyer shall have the right to immediately terminate the Contract and can also lead to blacklisting of Service Provider. a. Cumulative penalties reach 10% of the contract value b. Repeated breach of SLAs beyond 3 instances in the entire contract period. c. Subcontracting or outsourcing of the contract, in part or whole.
16	<b>Bills:</b>
16.1	Bills for work done under this contract shall be prepared in triplicate by the contractor in respect of work done. Such bills shall be submitted to the Sr.DME/MIB/NGP and when passed for payment by the Associate Finance Adviser, payment of amount due will be made through EFT only. Railway reserves the right to make any of the following deductions.
16.2	Any statutory deductions as per the orders of the Govt. of India or the State Government.
16.3	Fines as per the terms of the contract
16.4	Financial liability on the Railway due to defective work done damage / loss of material by the contractor while executing this contract.
16.5	The Railway Administration shall have the right to withhold payment of dues to the contractor if in opinion of the Railway Administration there has been breach in the terms of the Contract.
17	<b>Terms of Payment:</b>
17.1	100% bill will be paid after successful completion of the work and submission of the bill after entire satisfaction of Railway.
17.2	Payment will be made through ECS/EFT.
17.3	Payment will be made as per the terms of payment. The contractor will have to submit in a standard Railway format for obtaining payment along with invoice/ receipt of the firm and after issue of work completion certificate by consignee / nominated Railway official of Dy.CME/MIBW, S.E.C. Railway, Motibagh Workshop, Nagpur for the stipulated activities as specified in scope of work.
17.4	ECS/EFT Payment:-
	(i)Tenderer should give consent in a mandate form for receipt of payment through ECS/EFT.

निविदाकार के हस्ताक्षर एवं मुहर

वरिष्ठ मंडल यांत्रिक इंजीनियर (एमआईबी)  
दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एक उमके लिए  
Sr.Divisional Mechanical Engineer  
डीजल शेड, मोतीबाग, नागपुर द.पू.म.रे  
Diesel Shed, Motibagh, Nagpur S.E.C.R

	(ii)Tenderer should provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/c No. and Bank & Branch code as appearing in MICR cheque issued by the bank. (iii) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.
17.5	After completion of work the contractor shall submit his bills in quadruplicate to the controlling officer i.e Sr.DME/MIB/NGP, who in turn shall verify and forward the bills to Sr.DFM/NGP along with penalty statement, if any. Payment will be arranged by cheque or by NEFT at the discretion of the Railway administration.
17.6	Income tax @ 2% on billing amount deducted from the Bill along with penalty charges if imposed as per penalty clause of this contract.
17.7	Statutory deductions as per latest ACTs and Law of land will be made from the contractor Bill.
	<b>Other Terms &amp; Conditions:</b>
18	<b>Commencement of Work</b>
18.1	Contractor has to start the work within 30-days after issue of Letter of Acceptance or from the date advised by the Sr.DME/MIB/NGP.
18.2	Before commencement of the execution of work, the contractor shall provide the details of employees engaged by the contractor – Contractor shall submit a list of his employees as would be engaged by him for this work with details of names, address, phone No., age, marital status, Election ID No., police verification details including EPF, ESIC, Specimen signature/thumb impression, self-attested photograph, bank detail &the contractor should keep a copy of the same at worksite for inspection and verification.
18.3	Police verification of engaged staff to be done before execution of work.
18.4	Contractor has to submit necessary supporting documents of its workers before start of work. Railway reserves the right to not accept any or all workers if contractor does not submit supporting documents or if it finds the documents inadequate.
18.5	After checking of all supporting document and acceptance by nominated Railway authority, contractor shall issue ID card to its worker countersigned by Railway authority. This ID card will be used for entry and exit in shed. Same documents for spare staff if any shall also be submitted for leave reserve of staff. Work will not be allowed to commence without completion of above procedure.
19	The work is to be carried out as per the instructions of railway representative nominated by Sr.DME/MIB/NGP.
20	The Railway shall not entertain any request or claim by the contractor's labour for any temporary/casual/permanent employment in the Railway on the basis of work done through this contract at any point of time. The contractor shall make this clear to his labourers.
21	Contractor shall also be responsible for payment of minimum wages to contractual staff & supervisor as per prevailing rates during currency of contract including payment and maintenance of EPF, ESIC and other administrative charges.
22	No breakdown of M&P and tools is permitted. The contractor has to maintain adequate standby M&P and tools.
23	<b>Termination of Contract</b>
23.1	If administration feels that despite imposition of penalty there is no improvement in execution of work then Railway Administration reserves the right to terminate the contract by issuing Notice as per General Conditions of Contract.
23.2	Railway reserves the right to short close the work even before completion of 01 (One) year with fifteen days prior notice. In such cases only payment of actual completed work will be paid & no compensation will be due to the contractor.
24	<b>Safety</b>

निविदाकार के हस्ताक्षर एवं मुहर

वरिष्ठ मंडल यांत्रिक इंजीनियर (एमआईबी)  
दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए  
परिष्ठ मंडल यांत्रिक इंजीनियर  
Sr.Divisional Mechanical Engineer  
डीजल शेड, मोतीबाग, नागपुर द.पू.म.रे  
Diesel Shed, Motibagh, Nagpur S.E.C.R