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| 6.3.7 | All tools and tackles required for the work should be made available by the contractor and nothing will be given by Railways other than mentioned. |
| 6.3.8 | Any specifications/conditions stated by the tenderer(s) in the covering letter submitted along with his tender shall be deemed to be a part of contract only to such extent has been explicitly accepted by the Railway. |
| 7 | Claims: Contractor shall have no claim on account of any expenditure incurred by them other than specifically agreed to in this contract. The contractor shall not be entitled for any advance on account of the work to be undertaken by them. |
| 8 | Statutory Levies: Any statutory levies imposed by the local, state or Central Government from time to time during the currency of the contract, shall be borne by the contractor. |
| 9 | Other Charges: Income tax, surcharge, cess charge, etc. As applicable from time to time will be deducted from the bills of the firm. |
| 10 | Fee Lumpsum: The fee quoted for different items as outlined in the schedule of rates shall be final and no other charges are payable by the DLS/MIB/NGP. In the event of extension being given to the Contractor by DLS/MIB/NGP for completing the work on any ground(s), DLS/MIB/Nagpur is not liable to pay any additional amount. Same holds good even if the contractor completes the work before the stipulated time. |
| 11 | Communication: All notes, communication, reference and complaints made by the Railway or the Railway's representative or the Contractor concerning the works shall be in writing and no notices, communication, reference or complaint 'not in writing' shall not be recognized. |
| 12 | No allowance or any other compensation will be paid by the Railway for the visits of the Contractors or his representatives to the site and for the time spent by them at this site, for performing work covered under this contract. |
| 13 | Taxes and duties: The offered rate is to be strictly quoted by the tenderer in Schedule of Departmental Quantity & Rates) Rates to be quoted by Tenderer/s only. It should be inclusive of all taxes and duties. Separate Break-up of the Rates & Taxes will not be considered. Tenderer(s) shall be aware of the structures of Taxes, Duties, and Levies etc prevailing in the country before quoting. TDS from on Account Bills will be made as per extent rules. |
| 14 | Law Charges: The Law Charges for the verification of legal documents such as Bank Guarantee, Partnership Deed, Power of Attorney etc. is fixed as Rs. 200/- per case. The same is to be deposited in cash @ Rs 200/- per case with Div. cashier, South East Central Railway, Nagpur in favour of PFA & CAO, S.E.C. Rly., Bilaspur and original Money receipt is to be submitted to this office at the time of submitting the legal document, otherwise the same will be recovered from contractors from on account or final bill. |
| 15 | Penalty Clause: |
| 15.1 | Penalty for delay in start of work - If work is not started within 30 days from the date of issue of acceptance letter (LOA), a penalty of Rs. 1000/- (Rs. One thousand only) per day may be imposed. |
| 15.2 | In case delay in deployment of vehicle after 48 hrs. of intimation on writing or through SMS/FAX/e-mail, whatsapp or telephonically a penalty of Rs. 2000/- will be imposed Per day and thereof Rs. 200/- per hour. |

निविदाकार के हस्ताक्षर एवं मुहर


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

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| 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 | Bills: |
| 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 | Terms of Payment: |
| 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

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