

Special Condition of Contract

1.0 Completion Period:

The entire work is required to be completed within 03 years from the date of issue of Letter of Acceptance. However, the work of overhauling of each engine shall be completed within 45 days from the date of letter of intimation to firm for picking up of engine for overhauling to the contractor. The commissioning work shall be completed within 07 days from the date of mounting of the overhauled engine on Tower wagon including trial period on line.

2.0 Technical & Financial Eligibility Criteria

Technical & Financial Eligibility Criteria as applicable and the tender will be evaluated as per General Conditions of the Contract (GCC) April 2022 or latest up to date.

3.0 Definition of Similar nature of work:

As per NR HQ letter no NR-HQ0MECH(CHG)/9/2022-O/o SSE/Chg/1/HQ/NR-Part(1) (Computer No: 165343 HQ) dated 28.11.2025

*"Manufacturer of Tower wagons (OEM)
or
Manufacturer of Diesel Engines for Tower wagons/DEMU/Power Cars (OEM)
or
Repair/overhauling of Diesel Engines for Tower wagons/DEMU/Power Cars.*

4.0 Place of Execution

The work of overhauling of engine will be carried out at firm's premises and testing and commissioning of the overhauled engine at EMU Car Shed, Ghaziabad duly mounted on Tower wagon & trial on railway line section.

A trial run of overhauling of engine and radiator shall be conducted on line with the Railway representative to observe proper functioning of engine and radiator with Tower wagon and a joint note shall be prepared. All the defects shall be attend & cleared within 03 days.

5.0 Penalty Clause

- 5.1 If, the work is not completed within the period as per Para 1.0 & Para 8.0 of Special Condition of Contract a penalty of Rs.10, 000 /- per additional day delayed shall be imposed on the firm.
- 5.2 Warranty failure penalties are divided into two types: Major & Minor
- 5.3 For minor failure, If the firm has failed to attended faulty work within 03 (three) days, then a penalty of Rs.5,000/- per day delay shall be imposed.
- 5.4 For major failure, in which engine is to be removed from tower wagon. If the firm has failed to attended faulty work within 15 days, then a penalty of Rs.5,000/- per day delay shall be imposed.

6.0 Transportation


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- 6.1 Contractor will carry the engine and radiator to firm's premises & back with his own manpower and transport. No extra payment else mentioned in the schedule LOA shall be paid to the contractor in this regard.
- 6.2 E-way bill shall be generated on firm end for transportation of engine and spares/ material.
- 6.3 Facility for lifting of engine within shed complex only will be provided by Railway.

7.0 Safety of man & material

Railway will take no guarantee for safe custody of the contractor's man & material. There will be no responsibility on the part of Railway for any accident or injuries to the contractor's person during the course of the contract of overhauling of the engines.

8.0 Spare Parts

All spares will be supplied by Contractor as per annexure A to D of scope of work and proof of their purchase from OEM or from their authorized dealer shall be enclosed along with supply of spares to ensure as genuine spare and no additional charges for any additional fitment of material supplied by Railway shall be paid to the contractor. One set of spare parts for each type of engine shall be submitted within 15 days from the date of issuance of LoA. Also, the firm should ensure that one set of spare parts shall be made available at the time of handing over the engine. Otherwise, the penalty of Rs. 10,000/- per day will be imposed.

9.0 Scrap material:

All the released material /scrap shall be packed in a duly sealed indicating the engine type & serial number from which it has been released with part no. and proper accountable of the same be maintained in the record of the Contractor. The released/scrap material while delivering back to Railway shall be properly entered into returnable gate pass register at RPF check post of EMU Car Shed, Ghaziabad as well as be jointly signed in the record of the Railway for proper assessment.

10.0 Provision of Diesel/lubricants

Diesel/lubricants will be made available to the contractor free of cost for carrying out the testing of the engine at Railway premises only. Any consumable required for testing of the engine outside of the Railway complex shall be at the contractor's cost. Type and make of parts used will be as per OEM's manual.

11.0 Inspection of works:

The work of overhauling of engine carried out by the firm as per guidelines of OEM will be inspected by the authorized representative of EMU Car Shed, GZB (SSE/M7).

12.0 Warranty

The repaired engines shall stand warranty for 12 months from the date of commissioning. Under the warranty period, the contractor shall repair/ replace the defective parts free of cost and provide free service for all the defects arising. Warranty failure case should be attended within 03 days after intimation.

13.0 Liquidated damages.

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If the contractor fails to execute and complete the work as per time specified within agreement except in so far the delay is on the purchaser's account, the contractor will accept reduction in the total amount payable to him by the purchaser as per extent rule of GCC.

13.1 If the delay in purchase of spares is on account of administrative reason, the contractor will apply for the extension of DOC well within the time and If the firm will failed to arrange spares and work not start as per the time than penalties of Rs.10000/per delay day will be imposed and DOC will be extended with LD.

13.2 If the progress of work is not satisfactory and is not achieved without any valid reasons, the Railway may take action to cancel the contract.

14.0 Safe Custody of Railway's Material.

Contractor will deposit an amount of Rs. 50.0 lakhs in the form of insurance cover/indemnity bond/bank guarantee for the safe custody of material handed over to him for overhauling of engine to under his possession in favors of Sr. Divisional Finance Manager/N.R/ NDLS for safe custody of Railway material in the standard IRS format of Rs.100/- stamp paper before collection of any Railway material.

15.0 Cancellation of Contract

Contract will be liable to be cancelled in condition of non-execution of work by contractor and also in the case if the work executed is not up to the desired standard/quality.

16.0 The tender shall be governed by General Conditions of the Contract (GCC) April 2022 with latest all correction slips up to the date of publishing of tender.

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