

**NORTHERN RAILWAY
CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. 32-W-PAINT-SYST-III-Br-17 Dated /01/2019

ARTICLES OF AGREEMENT made this _____ day of **Jan/2019** between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and **M/s Winsome Coatings LLP, D-61, Okhla Industrial Area, Phases-I, New Delhi-110020** herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works "**Painting of high performance Thermo plastic co-polymeric anti corrosive coating system (System-III) for long painting free life (15 years & above) as per RDSO specification M&C/PCN/121/2011, on plate girder of 3rd span (2x18.3m) of Up & Dn (G) line at Br.No.17 in HNKM Yard on HNKM -TKD section of Delhi Division**" set forth in the Schedule hereto annexed upon the Standard General Conditions of Contract, corrected up to latest Correction Slips and the Specifications of **Northern Railway** corrected up to the latest Correction Slips and the Schedule of Rates of **Northern Railway**, corrected up to latest Correction Slips and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the **06th February, 2019** and will maintain the said works for a period of **twelve** Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor:

Date:

Address:

Dy. Chief Engineer Bridge Line
(For and on behalf of President of India)

Signature of witness with address
to signature of Contractor

Date:

Witness:

Schedule of items, Rates & Quantities

- 1.Name of Work:** Painting of high performance Thermo plastic co-polymeric anti corrosive coating system (**System-III**) for long painting free life (**15 years & above**) as per RDSO specification M&C/PCN/121/2011, on plate girder of 3rd span (2x18.3m) of Up & Dn (G) line at Br.No.17 in HNKM Yard on HNKM –TKD section of Delhi Division.
- 2.Cost:** Rs. 17,38,550/- (Rupees Seventeen Lacs Thirty Eight Thousand Five Hundred Fifty only).
- 3.Date of completion:** 06.02.2019
- 4.Letter of acceptance:** 32-W-PAINT-SYST-III-Br-17 dated
- 5.Paying Authority:** FA&CAO/X/BH/NDLS
- 6.Name of Agency:** M/s Winsome Coatings LLP,D-61,Okhla Industrial Area, Phases-I , New Delhi-110020

(Bill of quantity)
Schedule of NS item/quantity

Item No.	Description of item of work	Unit	Quantity	(Rs./ Per Units)	Accepted Cost
NS-1	Painting of steel girder (2x18.3M) spans with Thermo plastic co-polymeric anti corrosive coating with cleaning of steel work of Bridge girders (system-3) as per RDSO specification M&C/PCN/121/2011.	SQM	580	2997.5 (10% above of basic rate i.e.2725)	17,38,550/-
Total cost of NS Item Schedule					17,38,550/-

(Rupees Seventeen Lacs Thirty Eight Thousand Five Hundred Fifty only).

1.0 Contract Value:

The contract value of this contract works out to be Rs. 17,38,550/- (Rupees Seventeen Lacs Thirty Eight Thousand Five Hundred Fifty only).

The contract price / Unit rates are inclusive of **all taxes i.e. GST**, Cess and other levies as applicable for such work/ services for the time schedule, indicated in the contract/ bidding of documents.

2.0 Time Schedule:

The time schedule for the subject work shall be **02 (Two) months** effective from the issue of letter of acceptance.

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3.0 Security deposit:

You have deposited earnest money through online –CC, IREPS Ref ID/Bank Transfer ID No. PE4452938 Dated 03.11.2018 at 10:15:29 hrs. for Rs.31,610/- (Rs. Thirty One Thousand Six Hundred Ten only) which has been retained as initial security deposit.

The balance security money i.e Rs. 55,318/- (Rs. Fifty Five Thousand Three Hundred Eighteen only) shall be deducted from RA bills in terms of clause 16 (2) of GCC of the tender condition and instructions to the tenderer.

You have also deposited DD. No. 125285 dated 21.12.2018 of AXIS Bank LTD, Kalkaji, New Delhi (DL) 1021 for amounting Rs. 86,928/- (Eighty Six Thousand Nine Hundred Twenty Eight only) which is 5% of the contract value as performance guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA) as per clause 16 (4) of Indian Railway Standard General Condition of Contract 2014.

4.0 Bank details for E-Payment

You are required to submit the bank details such as account number, Banker's name, MICR/IFSC for the purpose of e-payment.

5.0 Price Variation Clause

PVC Clause shall not be applicable in this contract as per terms & conditions of the contract

6.0 Settlement of disputes

Any dispute arising out of this contract will be subject to Indian Arbitration & Conciliation Act 1999, as per GCC in the jurisdiction of New Delhi/Delhi only.

7.0 Letter of acceptance dated 07.12.2018 issued in this regard will form the integral part of the agreement.

Please contact office of Dy.CE/BL/TKJ / XEN/BL/TKJ within seven days of issue of this letter to take further instructions regarding execution of this work.

With best wishes,

Dy. Chief Engineer Bridge Line
(For and on behalf of President of India)

CONTRACTOR'S ACCEPTANCE

We accept this Letter of Acceptance in totality (signed & sealed by firm/proprietor)

Copy for information & n/a:-

1. Dy.CE/Br-HQ for kind information of CBE
2. FA&CAO/X/BH/New Delhi
3. Audit Officer/N.Rly/New Delhi
4. XEN/BL/TKJ& SSE/Br/M/SSB

CHECK LIST VETTING OF CONTRACT AGREEMENT for the work of:

Name of work: Painting of high performance Thermo plastic co-polymeric anti corrosive coating system (System-III) for long painting free life (15 years & above) as per RDSO specification M&C/PCN/121/2011, on plate girder of 3rd span (2x18.3m) of Up & Dn (G) line at Br.No.17 in HNZN Yard on HNZN –TKD section of Delhi Division.

1	The accepted TCR file is furnished along with the Contracts documents.	Yes, the agreement is sent along with TCR file.
2	Original offer file is furnished.	Yes, the same is contained in TCR file.
3	Letter of acceptance in original (this should be verified by DA and acknowledged by the contractor)	LOA is placed at S.No.66 , duly acknowledge by contractor.
4	LOA /PG has been executed within the validity period of the offer.	YES, PG has been executed within the validity period of the offer.
5	Constitution of the firm sole Proprietor / Partnership firm JV?	Proprietor firm
6	All the relevant clauses (general and special) along with annexure with reference to Works contract should be incorporated in the C.A.	Tender document & its conditions are enclosed along with CA for vetting.
7	Copy of Contract Agreement duly verified by DA	SN-70, Yes, copy is attached.
8	Law officer's vetting of the Contract Agreement	Since the contract agreement is executed on STANDARD DOCUMENT provided by Rly Bd , in GCC.
9	Compliance remarks of Executive on Law Officer's observations.	N.A
10	Law Officer's vetting of Power of attorney, Partnership deed, J.V. Agreement, Performance Bank Guarantee (PBG) and any other document which requires legal vetting.	N.A
11	Signatories to the Contract Agreement should be the same who have signed the Original Offer, else Power of Attorney duly vetted by LO should be furnished SN	Signatories to the Contract Agreement is the same who has signed the Original Offer.
12	Performance BG for the requisite amount has been submitted?	SN- 69 to 69/1, Yes, in the shape of DD issued by, AXIS Bank LTD, Kalkaji, New Delhi (DL) 1021 for amounting Rs. 86,928/-
13	Whether the format of PBG issued by the Bank is as per the Model Format specified by Railway Board (Rly. Bd's letter dated 15/2/2008)?	YES, PG has been executed within the validity period.
14	Whether the PBG is executed within the prescribed time limit of 30 days from the date of issue of LOA? If not, whether penalty has been imposed?	YES, PG has been executed within the validity period.
15	Validity of the PG should be ensured, up to the date of completion plus 60 days.	Yes, in the shape of DD issued by AXIS Bank LTD, Kalkaji, New Delhi (DL) 1021 DD No. 125285 dated 21.12.2018 of amounting Rs. 86,928/- valid up to 06.02.2019 +2 months beyond the DOC.
16	Mode of PG should be as per the various options approved by Railway Board.	Yes, in the shape of DD issued by AXIS Bank LTD, Kalkaji, New Delhi (DL) 1021
17	Whether confirmation of PG has been sought from the concerned bank through registered A.D?	Yes, DD has been verified through special messenger of this office, S.no.69 to 69/1

Contd..2

18	PG should be signed by minimum two authorized signatories of the bank clearly specifying the name and designation of the Bank official.	YES
19	Whether confirmation advice has been received from the bank and necessary documentation is placed on file?	NA
20	Whether registered JV agreement is submitted by the contractor along with the contract agreement? (JV agreement should be got registered immediately on issue of LOA).	NA
21	<p>In case one or more members of the JV firm are Partnership firm (s), the following documents should be submitted:</p> <p>Notary certified copy of the Partnership deed.</p> <p>Consent of all partners to enter into JV agreement on a Stamp Paper.</p> <p>Power of Attorney (registered) to sign MOU & JV agreement. In case one or more of members of the JV firm are Propriety firms, Affidavit on a stamp paper of appropriate value, declaring individually that his concern is a Propriety Concern and he is a Sole Proprietor of the Concern, should be submitted.</p> <p>In case one or more members of the JV firm are Limited Company, the following documents should be submitted.</p> <p>Notary certified copy of the directors of the company to enter into JV.</p> <p>Copy of Memorandum & Article of association of the company.</p> <p>Power of Attorney (duly registered) authorizing the person to enter into a JV and to sign MOU & JV agreement etc.</p>	NA
22	All the pages of the CA are correctly numbered & signature of the contractor is forthcoming on every page.	Yes
23	Vetted copy of LOA should also be included in all the copies of CA,	Yes, the copies of LOA are attached with CA

Sr.WA/BL/TKJ

SSO/FX/HQ