

A	<b>SCOPE OF WORK</b>			
1	<b>Name of the Work:</b> Hiring of 01 no. 30 Ton capacity Multi Axle Road Truck for transportation of 05 loco sets of WAG-7 motorized bogies on an average per month from Diesel Loco Shed, Raipur to Diesel Loco Shed, Motibagh, Nagpur and back (vice versa), including fuel, driver and all other applicable charges for a period of 01 Year.			
2	<b>Quantity of Work:-</b>			
	Srl. No.	Description of Work	Qty	Unit
	1.	Hiring of 01 no. 30 Ton capacity Multi Axle Road Truck for transportation of 05 loco sets of WAG-7 motorized bogies on an average per month from Diesel Loco Shed, Raipur to Diesel Loco Shed, Motibagh, Nagpur and back, including fuel, driver and all other applicable charges for a period of 01 Year.	10 round trips / month (approx.)	Per trip
3	<b>Currency of the Contract:</b> 01 (One) Year from the date of issue of LOA or as per the Railway requirement, for which one-month advance information will be issued. The Railway reserves the right to extend the contract period, if necessary.			
4	<b>Consignee:</b> SSE (D/M)/Incharge			
4.1	<p>A WAG-7 locomotive is equipped with 02 bogies which is called as 01 set, therefore 05 loco sets bogies means 10 nos of bogies. As per details collected by SSE(D)/Bogie, the weight of 01 no. complete motorized bogie of WAG-7 loco is 25 ton (approximate) and the dimensions of bogie is Length = 18 ft., Width = 10 ft 3 inch and height = 48 inch.</p> <p>Considering the layout conditions and feasibility of DLS/MIB/NGP, a high capacity multi axle truck can only be entered and pass out from shed (not having enough space for turning of trailers).</p> <p><b>MANDATORY PRE-BID WORKSITE INSPECTION:</b> The bidder shall mandatorily visit Diesel Loco Shed, Motibagh, Nagpur prior to submission of bid to fully understand the scope, nature of work and site conditions. A documentary proof of worksite visit, duly endorsed by SSE(D/M)/Incharge or Sr.DME/MIB/NGP, shall have to be uploaded along with the bid. Non-submission of the above document shall render the bid liable for rejection.</p> <p>The bidder should visit the proposed work place before bidding to ascertain the quantum and nature of work, work condition and feasibility (type) of truck suitable according to the site condition. For further clarification SSE (D/M)/Incharge, Mobile No. 9730078429 may be contacted.</p>			
5	<b>Contractor's Scope of Work</b>			
	Transportation of Bogies of WAG 7 by Truck for weight more than 30 MT from Diesel Loco Shed, Raipur to Diesel Loco Shed, Motibagh, Nagpur and vice-versa for 01 (One) year to be carried out by contractor as per the following conditions :			
5.1	Contractor should have experience of transportation of heavy materials.			
5.2	Contractor has to ensure that Truck driver is having valid driving license (HMV) and provision of one cleaner during transportation of Railway material.			
5.3	Contractor has to submit the valid RTO registration, fitness certificate and insurance of particular trailer which will be used for transportation of Railway material. In case during currency of contract, fitness/insurance of truck/trucks expires, same should be immediately renewed and relevant documents to be submitted to Railway. Railway will permit for transportation only after submission of valid documents, this may please be noted.			
5.4	The Driver of the transporting vehicle should always move along with the valid Driving License and all other relevant documents such as Delivery Challan/LR, Insurance papers etc., to produce them whenever demanded by Govt. Transport Authorities to avoid unnecessary detention of the vehicle and delay in reaching the loading/unloading points during the transportation. In case of any dispute on this			

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दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए  
वरिष्ठ मंडल यांत्रिक इंजीनियर  
Sr.Divisional Mechanical Engineer  
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Diesel Shed, Motibagh, Nagpur S.E.C.R


	account Railway will not take any responsibility. The materials should be transported along with proper documents. All necessary documents have to be collected at concerned loading point and the same have to be handed over at unloading point along with materials.
5.5	The truck to be placed for transportation shall be in fine fettle/suitable for transport of heavy/sophisticated/ costly electrical & Mechanical equipment as per the requirement of Railways from time to time. The trailer body & base (Floor) should be strong so as to carry heavy material.
5.6	It is the sole responsibility of the contractor for safe transportation of material without damage or loss. Any loss or damage to material will be charged from the contractor's pending bills or any other deposit/security available with the Railway. The contractor should cover the necessary insurance of material under transit at his own cost without extra payment.
5.7	Railway material means, all types of items fitted in a Bogie of WAG-7 viz. bogie frame, Complete assembly with wheel, & axle, angles, channels, MS Sheet, chequered plates, M&P Items & Equipment's etc.
5.8	Calculation of distance will be done on the basis of trip. One trip = from DLS/R to DLS/MIB/NGP or vice versa.
5.9	Contractor has to transport the railway material (minimum capacity of 30 MT truck) from Diesel Loco Shed, Raipur to Diesel Loco Shed, Motibagh, Nagpur and vice-versa. Size of complete motorized bogie is mentioned in 4.1 above, contractor has to make necessary modification to truck, so that railway material may be safely and securely transported. All necessary clearances from transport department i.e ODC, E way bill, Toll taxes etc is in contractors scope.
5.10	Mode of intimation: The contractor will be intimated for the requirement of vehicle through phone message/whatsapp/fax/e-mail. The contractor should have/create these facilities himself and inform the Railways in advance. Contractor has to transport the material from the place & time informed by the Railway authority.
5.11	Proper Lacing and packing of Bogie on the trailer during loading should be done under the instruction of Railway Supervisor/in charge/nominated railway representative.
5.12	Railway representative of Diesel Loco Shed, Motibagh SECR, Nagpur, and Diesel Loco Shed, Raipur will arrange for loading & unloading of material from trailer.
5.13	Contractor is responsible to keep close watch of the work for safety & security of material.
5.14	In case of breakdown/interruption of the vehicle enroute, it will be responsibility of the contractor to arrange the transshipment of the consignment to alternative vehicle and further transportation of the same to destination for which Railway will not pay any extra payment.
5.15	In case of any delay in arriving of trailer at the loading/unloading place and due to this reason, loading/unloading will be done in next working day, for this detention Railway will not pay any extra charges or any demurrage charges.
5.16	Firm should visit the shed at their on cost and access the shed conditions, feasibility, height, width, weight of bogie and other necessary data required for modification of truck and after accessing the site conditions, contractor should apply for bidding. Awarded firm has to quote for the type of truck suitable according to the scope of work and site conditions, have to modify his truck accordingly and should get passed in all respect from the transport authorities or state government authorities and placed the truck within 30 days from the issue of LOA.
5.17	Railway Administration shall not be responsible for any accident during transportation of Railway material, however contractor has to pay claims against damage to railway material. All the claims of any casualty/injury due to accident shall be borne by the contractor and in this situation Railway administration will not become a party in any court cases.

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5.18	In case of any damage to trailer during loading/unloading, Railway will not be responsible and no claim will be given by the Railway administration to contractor and transportation of material by another trailer should reach at DLS/MIB/NGP or DLS/R in time.
5.19	Transportation time / time of delivery of Railway material at specified location shall be decided and intimated by railway representative and same should be strictly adhered to for each trip.
5.20	Lacing & proper securing of the consignment of Railway Material shall be done by the contractor's men and responsibility of safe carriage of the same shall be contractor's responsibility.
5.21	Lacing & proper securing of Railway material should be such that no damage to Railway Material occurs during transit. In that direction a minimum clearance as deem fit should be maintained between materials to avoid any damage.
5.22	The cost of any Railway material lost or damaged by the contract or while working will be on the contractor's account, and the cost of such loss or damage will be recovered from the contractor @ cost of new item through his running bills/Security Deposit/Performance Guarantee/Indemnity Bond for which decision of competent authority will be final. For this purpose amount assessed by the Engineer or Engineer's representative on behalf of the Railway Administration shall be final & binding on the contractor.
5.23	All the accessories, which are necessary for handling Railway material while in transit as well as for protection arrangement shall have to be arranged by the contractor including the material required for securing the Railway material during transit.
5.24	The contractor will have to comply all central as well as state motor vehicles act and rules as amended from time to time.
5.25	The consignment should be transported through shortest established route, and no compensation shall be given by the Railway in case of adoption of any longer route due to any disturbance, riot, flood etc. The payment shall be strictly based on per trip basis during transportation at various destinations irrespective of the route adopted by the transporter.
5.26	It should be ensured by the contractor that no damage is caused to the Railway material by way of faulty lacing and securing. The material should be so secured that no damage is done by ropes or chains used in lacing.
5.27	The transporter will operate their vehicles entirely at their own risk and Railway will not be held responsible for damage to the vehicles while on Railway's work or parked in and around the Railway or any other premises.
5.28	It shall be the responsibility of the contractor to provide at his cost suitable trained and licensed personnel for running the vehicles.
5.29	The contractor shall be held responsible for any damage or loss of the Railway's property that may be caused by their vehicles or staff.
5.30	Railway will have the right to refuse to engage any vehicle even after arrival at Railway's premises if the driver or vehicles do not conform to any of the regulations of HMV Actor RTA rules.
5.31	It will be the sole responsibility of the contractor to transport the Railway consignment in vehicles of specific carrying capacity to suit the weight and dimension of the consignment. The consignment shall be transported in fully insured vehicles.
5.32	The cost of fuel; cost of maintenance of vehicle, toll tax, RTO tax, levies, interstate levies/tax/GST/ODC charges and cost of salary including statutory contributions e.g. ESIC & EPF towards contract labour engaged in the work shall be borne by the contractor. The estimated rates are all inclusive rates.
5.33	Contractor has to follow all motor vehicle acts during execution of the contract.

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5.34	The contractor should take full precaution during the execution of the work. Further, the contractor will not have any claim for any un toward incident beyond the control of Railways. The contractor shall indemnify Railways on that account.
5.34	The load carried by the vehicle should conform to the passing capacity as recorded in RC book of the vehicle.
5.35	Requirement of number of vehicles may change depending upon availability of material available for transportation from time to time; hence the contractor should arrange vehicles accordingly. The vehicle engaged by the contractor may remain idle at any end for want of material to be transported and no compensation will be claimed by the contractor on this account.
5.36	Indemnity by Contractors – The Contractor shall indemnify and save the Railways from and again stall actions, suit proceedings, losses, costs, damages, charges, claims and demand of every nature and description brought or recovered against the Railways by reason of any actor omission of the Contractor, his agent or employees, in execution of the work. The contractor shall also indemnify and save the Railways against any sort of accident and consequent loss life or property.
5.37	Contractor will be given Railway material in his custody during transportation at any time which will remain in transit. Accordingly contractor will be required to submit Indemnity Bond on Rs. 500/-stamp paper/FDR/Bank guarantee/Demand Draft of an amount Rs. 20,00,000.00 (Rupees Twenty Lakhs Only) against Railway material in his custody before actual commencement of work. The validity of Indemnity instrument should cover at-least completion period +60days and will be released after completion of work.
5.38	The work should be carried out in such a manner that the Railway working or out turn should not be affected and in consultation with concerned Railway representative.
5.39	The contractor shall furnish his contact number, email, fax number to the Railway and ensure that he is contactable at all working hours of Diesel Loco Shed, Motibagh, Nagpur and also in emergency.
5.40	The contractor shall execute the contract as per the scope of work to the entire satisfaction of Sr.DME/MIB/NGP.
6	<b>Railways Scope</b>
6.1	Loading and unloading at relevant sites will be done by the Railways.
6.2	This contract shall be covered by General Condition of contract (GCC)- Jan 2018 with latest amendments. In executing this contract it would be deemed that the contractor has kept himself fully informed of the provisions of the GCC including all corrections and amendments. In the event of any conflict or inconsistency between General terms and Conditions of Contract and Special Terms and Conditions of Contract, the latter will prevail.
6.3	<b>Work Conditions:</b>
6.3.1	Any damage occurred to Railway property due to the negligence of the Contractor is recoverable from the contractor.
6.3.2	Any loss due to rain or floods in the yard, the Railway is not responsible and will not pay any compensation. In the case of any theft/damage to the provided equipment and materials, the Railway is not responsible and the contractor will not be paid any compensation.
6.3.3	Railway is not responsible for safety of personnel employed by contractor during the period of contract.
6.3.4	Contractor should have adequate mechanism, tools and efficient manpower for subject work.
6.3.5	The bidder should visit the proposed work place before bidding and be ensure about nature of work and work condition. For further clarification SSE (D/M)/Incharge, Mobile No. 9730078429 may be contacted.
6.3.6	Mobile phone should be available with contractor's supervisor for better communication at site.

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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	<b>Claims:</b> 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	<b>Statutory Levies:</b> 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	<b>Other Charges:</b> Income tax, surcharge, cess charge, etc. As applicable from time to time will be deducted from the bills of the firm.
10	<b>Fee Lumpsum:</b> 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	<b>Communication:</b> 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	<b>Taxes and duties:</b> 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	<b>Law Charges:</b> 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	<b>Penalty Clause:</b>
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.

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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	<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.

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	(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>

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24.1	The contractor should ensure the safety norms required to be taken care of during working in DLS/MIB/NGP.
24.2	Heavy vehicles shall not be permitted near excavated area.
25	<b>Payment of Wages to Labour</b>
25.1	Contractor is responsible to pay minimum wages to his labour as per rate issued by Labour Commissioner, Central Government, Nagpur, during the contract period.
25.2	The contractor shall be liable to pay as per labour rates, i.e. minimum wages, EPF rates, ESIC rates, GST and any other rates as applicable time to time.
25.3	Tenderer should have a valid registration number/ establishment code/ business number with Employee Provident Fund Commissioner for labour either more than 19 or less than 20. In case registration is done for labour less than 20 then the same is to be mentioned either in registration certificate or elsewhere, otherwise for the purpose of evaluation of offer firm will be considered as registered for labour more than 19 and accordingly while evaluating his offer, rates of EPF contribution will be considered as applicable for labour more than 19. The tenderer is advised to submit attested copy of this registration number/ establishment code/ business number along with tender document.
25.4	Tenderer to have a valid registration number (of 17 digits) with ESIC. The tenderer is advised to submit attested photocopy of this registration number along with tender document.
26	<b>GST Act &amp; Rules</b>
26.1	This work would be subject to GST Act & Rules as applicable from time to time. All bidder/tenderer should ensure that they are GST compliant and their quoted tax structure / rates are as per GST Law.
26.2	Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
26.3	The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/ UTGST/SGST Act to Railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
26.4	In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
27	<b>Payment</b>
27.1	No advance payment will be made by Railways. Payment will be made on monthly basis or in multiple of months for the quantity completed satisfactorily through on account /final bill submitted by the contractor, duly checked, passed and certified by nominated supervisors and nodal officers for doing work as per prescribed format.
27.2	The payment shall be made based on the actual work done as per the register which is maintained by authorized representative of the Contractor and SSE/Millwright/MIBW or any other representative nominated by Railway Administration of the workshop for recording the quantity of work finished duly entered and completed regularly in all respect as per pro-forma duly signed by the Railway representative and counter signed by Dy.CME/MIBW.
27.3	Price variation clause: Not Applicable.
27.4	The contractor shall submit documents along with his bill, showing amount of GST/IGST/UTGST/SGST (as applicable) deposited for this work. If he shall not submit the documents towards amount for GST/IGST/UTGST/SGST, his amount shall not be passed and will be treated as per clause 42.3 above. If contractor is not liable to be registered under GST Act,

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दक्षिण पूर्व मध्य रेलवे नागपुर

3 मंडल यांत्रिक इंजीनियर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए  
Sr. Divisional Mechanical Engineer

मिनील शेड, मोतीबाग, नागपुर द.पू.म.रे

Diesel Shed, Motibagh, Nagpur S.E.C.R

	he will be treated as per clause 42.4 above.
28	<b>Minimum Eligibility Criteria</b>
28.1	Eligibility criteria shall be as per GCC Jan'2018, along with the latest correction slips issued up to date.
29	Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.
30	<b>Execution of Contract Documents</b>
30.1	The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Sr.DME/MIB/NGP for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).
31	<b>Documents to be Submitted Along with Tender</b>
31.1	Tenderer shall also submit Certificate of Information regarding Employment/ Partnership etc. of Retired Railway Engineer/Manager with the tenderer as per <b>Annexure 'U'</b> , failing which offer shall be rejected
31.2	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as <b>Annexure-XVIII. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid.</b> It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.
31.3	The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document.
31.4	<b>Registered Common Carrier:-</b> As per instruction of Ministry of Road Transport & Highways vide D.O no. RT-11023/1/2012-T dated: 11 <sup>th</sup> December 2013, transporting agency must have registered as "Registered Common Carrier" under Motor Vehicle Act. Copy of registration has to be submitted with along with offer and offer submitted without copy of registration issued prior to the date of tender opening will be rejected.
32	<b>Performance guarantee @5%</b> of contract value to be executed by the successful tenderer as per clause of GCC Jan-2018.
33	<b>Security Deposit @ 5%</b> of contract value to be submitted by the successful tenderer as as per clause of GCC Jan-2018. (Earnest Money submitted by the successful tenderer shall be retained towards initial Security Money for due and faithful fulfillment of the contract, and the balance Security Money will be recovered from the progressive bills @ 6 % of the bill amount till it reaches 5 % of the contract value.
34	<b>In case there is any conflict between the conditions in this scope of work and SLA of GeM, the terms and conditions stipulated in Scope of Work document uploaded with the GeM Bid will supersede those in General Terms &amp; Conditions, Special Terms &amp; Conditions and Service level Agreement and Package of GeM.</b>

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 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

**Bid Evaluation – Technical Criteria**

The Following criteria are merely indicative and provided for illustrative purposes only.

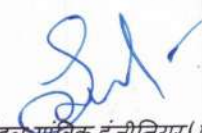
S No.	Weightage	Technical Criteria	Documentation	Scoring
1	20%	<p><b>Previous Work Done</b> The bidder shall submit documents related to completed/ on-going similar service contracts during the last three previous financial year and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/ on-going similar service contracts in the following categories:</p> <p>1) Payment received more than or equal to 80% or 50% or 49% of the current advertised bid value and percentage penalties imposed therein</p>	<p>Certificate from client firm authorizing payment received along with Percentage penalties imposed, contract wise for completed/ ongoing similar service contracts with satisfactory performance.</p>	<p>Scoring Method;</p> <p>For each completed/ ongoing similar service contracts with satisfactory performance shall be as under:</p> <p>(a) 100 Marks if the bidder has completed or received payment as under 1. One project &gt; 80%, 2. Two Projects &gt; 50% or 3. Three or more projects &gt; 40% of the advertise value of the bid.</p> <p>(b) 50 Marks if the bidder has completed or received payment as under: 1. One project &gt; 50% or 2. Two projects &gt; 40% of advertise value of bid.</p> <p>(c) 20 Marks if bidder has completed or received payment as under: One project &gt; 40% value completed.</p> <p>(d) No marks if all projects &lt; 40% value completed.</p> <p>• <b>Deduction for</b> 'Percentage penalty imposed in the respective completed / on-going similar service contracts;</p> <p>The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage</p>

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				penalty less than 5%. Contract where percentage penalty is more than 20% shall not be considered for calculation of scores for this purpose.
2	35%	Turnover (in last three and current Financial Year) <b>(Less than 1.5 times the value of work is not eligible)</b>	<i>A per audited balance sheet certified by the CA.</i>	(a) 100 marks – More than 25 times advertised value of work. (b) 70 marks - 10 – 25 times advertised value of work. (c) 50 marks- 5 – 10 times advertised value of work. (d) 30 marks-1.5 – 5 times advertised value of work.
3	20%	Number of years in operations <b>(Firms having less than 1 year of experience are not eligible)</b>	Company establishment certificate and company's work order copy / agreement copy / Completion certificate etc as proof of operation. Years shall be counted from the date of agreement of the work.	(a) 100 Marks-More than 8 years. (b) 80 marks - 5- 8 years. (c) 60 marks - 2-5 years (d) 40 marks- 1-2 years.
4	25%	<b>Size of Workforce : 2</b>  The Bidder must have a minimum number of personnel (as defined by Railway administration) on the organisation's pay roll.	EPFO challan/bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of Bid should be submitted in support of their qualification.	(a) 100 Marks if the Bidder's workforce on roll is between greater than 3 times of the total workforce required in this Bid. (b) 70 Marks if workforce on roll is equal to or up to 3 times the total workforce required in this Bid. (c) No marks if workforce on roll deployed is less than the total workforce required in this Bid.

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**MANDATORY DOCUMENTS REQUIRED TO BE SUBMITTED ALONG WITH THE BID, OTHERWISE THEIR BID WILL BE SUMMARILY REJECTED**

The following documents (ATC) are required to be uploaded along with the bid :

- 1) Tenderer has to submit details of Employment/partnership etc. of Retired Railway Employees vide para 2.5 of Indian Railways Standard General Conditions of Contract (Service) 2018 with all correction slips up-to-date and as given in tender document. Tender without the information above referred to or a statement to the effect that no such retired engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected. Format given in **Annexure-U** in attached documents. Non submission of document shall summarily reject the offer.
- 2) Tenderer has to submit an undertaking in prescribed format (**Annexure 'V'**) that he is not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 7 of the General Conditions of Contract for services 2018. Non Submission of document shall summarily reject the offer.
- 3) Tenderer has to upload the self attested copy of the PAN card and GST Registration certificate. Non submission of the document shall summarily reject the offer.
- 4) The tenderer shall submit the Tenderer information sheet duly filled the data pertaining to the firm in the prescribed format (**Annexure – 11**) along with mandatory documents mentioned in annexure - 11. Non submission of the document shall summarily reject the offer.
- 5) The tenderer has to submit '**Annexure - XVIII**', format for certificate / undertaking to be submitted / uploaded by tenderer alongwith the Tender documents. Non submission of the document shall summarily reject the offer.
- 6) All documents in support of fulfillment of Eligibility criteria (if applicable) with respect to completion of "similar nature of work for Technical Eligibility Criteria" and "total contract value for Financial Eligibility Criteria" (T1-Annual Turnover & T2-Liquidity) should be uploaded online in the website with scanned copy at the time of tender bidding with details showing in the **Annexure - Q & T**. Eligibility of the tenderers shall be decided solely on the basis of the documents submitted along with the tender offers.
- 7) Duly filled and signed by railway representative Mandatory Pre-Bid Worksite Inspection certificate (**Annexure – 12**) should be uploaded by tenderer alongwith the Tender documents. Non submission of the document shall summarily reject the offer.
- 8) **Registered Common Carrier:-** As per instruction of Ministry of Road Transport & Highways vide D.O no. RT-11023/1/2012-T dated: 11<sup>th</sup> December 2013, transporting agency must have registered as "**Registered Common Carrier**" under Motor Vehicle Act. Copy of registration has to be submitted along with offer and offer submitted without copy of registration issued prior to the date of tender opening **will be rejected**.

No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical and Commercial offers. Even post tender letters of the tenderers shall be treated as NULL & void.

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