



*दक्षिण पूर्व मध्य रेलवे, डीज़ल लोको शेड, मोतीबाग, नागपुर*  
SOUTH EAST CENTRAL RAILWAY, DIESEL LOCO SHED, MOTIBAGH, NAGPUR

***ओपन टेंडर दस्तावेज़***  
**OPEN TENDER DOCUMENT**

DEPARTMENT : Mechanical (Diesel)

**NAME OF THE WORK:** 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.

**ISSUED BY:**  
**Sr. Divl. Mechanical Engineer**  
**Diesel Loco Shed, Motibagh,**  
**S. E. C. RAILWAY, NAGPUR.**  
**FOR AND ON BEHALF OF PRESIDENT OF INDIA**

*इस निविदाप्रपत्र में निम्न जानकारियां सम्मिलित हैं:-*  
This set of tender schedules contains the following documents.

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## **Notice Inviting Tenderers (NIT)**

### **निविदा सूचना/Tender Notice**

भारत के राष्ट्रपति की ओर से उप-मुख्य यांत्रिक इंजीनियर, मोतीबाग कारखाना नागपुर के द्वारा निविदाकारों से खुली निविदा के आधार पर बंद लिफाफे में निविदा आमंत्रित की जा रही है।

On behalf of the President of India, Sr. Divl. Mechanical Engineer, Diesel Loco Shed, Motibagh, Nagpur invites open tender in sealed covers under prescribed forms for the following work :-

1. कार्य का नाम : डीज़ल लोको शेड रायपुर से डीज़ल लोको शेड मोतीबाग नागपुर तक और वापसी के लिए, ईंधन, चालक और अन्य सभी लागू शुल्कों सहित, प्रति माह औसतन 05 लोको सेट (डब्ल्यूएजी-7 मोटर चालित बोगियों) के परिवहन हेतु 01 वर्ष की अवधि के लिए 30 टन क्षमता वाले मल्टी एक्सल रोड ट्रक को किराए पर लेना।
- Name of work : 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.

2. कार्यस्थल: डीज़ल लोको शेड, मोतीबाग / नागपुर / दक्षिण पूर्व मध्य रेलवे।
- Location of work: Diesel Loco Shed, Motibagh, S.E.C. Railway, Nagpur.

3. निविदा के बारे में विवरण निम्नानुसार है:-

Detail information about tender: As below.

कार्य का विवरण/ Description of work	कार्य पूर्ण करने की अवधि/ Completion period	निविदा मूल्य/ Tender value	बयाना राशि/ Earnest Money Deposit
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.	<b>01 Year</b>	Rs. 1,19,70,000/- (Rs. One Crore Nineteen Lakh and Seventy Thousand only inclusive all taxes)	Rs. 2,09,850/- (Rupees Two Lakh Nine Thousand Eight Hundred and Fifty only)

**Note:**

MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, UAM (Udhyog Aadhar Memorandum), any other body specified by Ministry of MSME or Startups as recognised by Department of Industrial policy & Promotion shall be supplied such Bid documents free of cost and shall be exempted from payment of minimum EMD detailed in the bid on confirmation (Photocopy/Xerox copy) of their evidence to this effect.

निविदाकार के हस्ताक्षर एवं मुहर

वरिष्ठ मंडल यांत्रिक इंजीनियर (एमआईबी)  
दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए

4. निविदाकार द्वारा, निम्नलिखित पूर्णतः भरे हुए 'अनुलग्नक'/दस्तावेजों को निविदा प्रपत्र के साथ जमा करना होगा।
- कार्य अनुभव प्रमाण पत्र जो कि सम्बंधित विभाग/नियोक्ता/एजेंसी से जारी हुआ हो, अधिमान्य रूप से 'अनुलग्नक 'Q' के अनुसार,
  - ठेके द्वारा आय के सम्बन्ध में दस्तावेज जो की 'अनुलग्नक -R' के अनुरूप हो (चार्टर्ड अकाउंटेंट के द्वारा जारी किया गया हो)
  - बैंकिंग रिफरेंस लिक्विडिटी के समर्थन में (अनुलग्नक -S' के अनुसार )
  - नेट करंट एसेट हेतु अनुलग्नक - 'T' के अनुसार जानकारी जो कि चार्टर्ड अकाउंटेंट अथवा कंपनी ऑडिटर के द्वारा जारी किया गया हो।
  - ऑडिटेड बैलेंस शीट जो की चार्टर्ड अकाउंटेंट के द्वारा जारी किया गया हो (वर्तमान वित्त वर्ष एवं पिछले तीन वित्त वर्ष का)।
  - अन्य कोई दस्तावेज जो की निविदाकार के द्वारा न्यूनतम योग्यता मानदंड हेतु जमा किया गया हो।

उक्त दस्तावेजों/सर्टिफिकेट जो क्रेडेंशियल के तौर पर जमा किये गए हो के प्रत्येक पन्ने पर स्वप्रमाणित/डिजिटली दस्तखत कंपनी के मालिक अथवा उसके प्रतिनिधि द्वारा किया हो। सेल्फ अटेस्टेशन में हस्ताक्षर, स्टाम्प एवं दिनांक आवश्यक है।

The tenderer must submit/upload the below mentioned documents.

- Work experience certificate issued by concerned department/employer/client, preferably as per 'Annexure Q'.
- Certificate of contractual receipts as per 'Annexure R' issued by Chartered Accountant (for T-1 financial criteria).
- Banking reference 'Annexure S' issued by bank (for T-2 financial criteria).
- Net current assets 'Annexure T' issued by Chartered Accountant/company auditor for ascertaining liquidity (for T-2 financial criteria).
- Audited balance sheets issued by Chartered Accountant (For current financial year and last three financial years).
- Any other document submitted by tenderer in support of eligibility criteria.

**Note :** Each page of these documents shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date.

5. अनुलग्नक U और V के अनुसार घोषणा को Bid के साथ प्रस्तुत करना आवश्यक है, अनुलग्नक U और अनुलग्नक V जमा किए बिना प्रस्तुत bid को अस्वीकार कर दिया जाएगा।

Declaration as per Annexure U and V need to be submitted along with the Bid, without submission of Annexure U and Annexure V submitted bids shall be summarily rejected.

6. सभी निविदाकार यह सुनिश्चित करें की वे जी.एस.टी. के नियमों के पालन करें एवं जी.एस.टी. की विभिन्न दरों से अवगत रहे। All the bidders/tenderers should ensure that they are GST compliant and their structure/rates are as per GST law.

7. निविदा प्रपत्र अहस्तांतरणीय है। निविदाकर्ता द्वारा निविदा दस्तावेज में डिजिटल हस्ताक्षर किया जाना चाहिए क्योंकि निविदाकर्ता कार्य निष्पादन के लिए निविदा दस्तावेज में वर्णित सभी शर्तों एवं अनुबंधन को मानने के लिए बाध्य होंगे।

The tender form is not transferable. The tender document should be digitally signed by the tenderer positively as tenderer shall be constrained to follow all terms & conditions as laid down in the tender documents for execution of the work.

8. यदि निविदा दस्तावेज में फर्म के प्रतिनिधि/साझेदार द्वारा हस्ताक्षर किया जाता है तो ऐसी परिस्थिति में मालिक की ओर से उचित रूप में ऑर्टनी शक्ति देने के संबंध में जारी प्राधिकृत सिग्नेटरी/साझेदारी पट्टा, निविदा दस्तावेज के साथ प्रस्तुत किया जाए।

निविदाकार के हस्ताक्षर एवं मुहर

वरिष्ठ मंडल यांत्रिक इंजीनियर (एमआईबी)  
दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए

If the tender documents are signed by the Representative/Partner of the firm, the Power of Attorney towards authorized signatory/partnership deed issued from proprietor in proper manner should be produced along with the tender documents.

9. निविदा “दो पैकेट प्रणाली” पर आधारित होगी ।  
The Tender shall be consisting of “**Two Bid System**”.
10. निविदाकर्ता द्वारा GeM portal द्वारा दिए गए मूल्य कॉलम में ही अपने मूल्य को उल्लिखित किया जाना चाहिए।  
The rates should be quoted by tenderers only in rate columns provided in GeM portal.
11. प्रस्तावित दरें निविदा खुलने की तिथि से **90 दिनों** के लिए वैध होगा ।  
The offered rates will be valid for **90 days** only from the date of tender opening.
12. स्वीकृत दरें निष्पादन की तिथि से कार्य की संविदा की संपूर्ण अवधि के लिए मान्य होगा ।  
The accepted rates will be valid for entire Contractual period of work from the date of execution.
13. कार्य का निष्पादन अनुसूची एवं कार्य की प्रकृति के अनुसार होना चाहिए ।  
The work should be executed as per schedule & scope of works.
14. सामग्रियों, उपकरणों की ढुलाई पर होने वाले परिवहन व्यय एवं जन-शक्ति के प्रबंध संबंधी सभी व्यय निविदाकर्ता स्वयं वहन करेगा ।  
The transportation charges towards the carrying of materials, equipment’s and man power will be borne by the tenderer himself.
15. कार्य निष्पादन के दौरान रेलवे परिक्षेत्र के अंतर्गत दुर्घटना में ठेकेदार के कर्मचारी घायल/उसकी मृत्यु होती है तो ऐसी परिस्थिति में रेल प्रशासन की ओर किसी प्रकार की क्षतिपूर्ति नहीं दी जाएगी ।  
In case of any accidental injury/death to the staff of Contractor within Rly. Premises during execution of the work, no Compensation will be awarded from the Railway Administration side.
16. निविदाकर्ता द्वारा दस्तावेजों के साक्ष्य प्रस्तुत करने के लिए एक चेक लिस्ट की सूची जिसमें पृष्ठवार उल्लेख होना चाहिए, निविदा प्रपत्र के साथ संलग्न करे ।  
A check list for the submission of documentary proof by the tenderers should be furnished folio wise and attached along with tender form.
17. निविदा की सामान्य शर्तों (सेवा) -2018 के अनुसार कार्य के मात्र को को बढ़ाने/कम करने संबंधी अधिकार रेलवे के पास सुरक्षित रहेगा।  
The Railway reserves the rights to increase/decrease the quantity of work as per GCC (Service) - 2018 with latest correction slip.
18. रेलवे के पास यह अधिकार होगा कि वह बिना कोई कारण बताए आदेश/निरस्त/संशोधन अथवा उसमें आशोधन कर सकता है ।  
The Railway Reserves the rights to order/cancel/amend or modify tender without assigning any reasons.
19. **न्यूनतम योग्यता/Minimum Eligibility criteria :**  
Eligibility criteria shall be as per GCC Jan’2018, along with the latest correction slips issued up to date.  
A) **Work Experience** The bidder should have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single service contract for a minimum of 35% of advertised value of the bid.  
**\*Completed service contract** also includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

**समान तरह की कार्य की परिभाषा/Definition of similar nature of work:**

***“Tenderer should have experience of providing hired vehicle”***

**Work experience certificate from “PRIVATE INDIVIDUAL” shall not be accepted. Certificate from public listed company/ private company/Trusts having annual turnover of Rs 500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.**

**Notes:**

The bidder shall submit details of work executed by them in the prescribed format along with bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract.

B) **Financial Standing:** The Bidders will be qualified only if they have minimum financial capabilities as below:

(i) **T1- Financial Turnover:-** The bidder should have an aggregate financial turn over not less than 1.5 times the advertised bid value during the last three previous financial years and in the current financial year up to the date of opening of the tender. The audited balance sheet reflecting financial turn over certified by Chartered Accountant with his stamp, signature and membership number shall be considered.

(ii) **T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/~~member of the Joint Venture/Consortium~~. In case the Net Current Assets (as seen from the Audited Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

**The financial proposal shall be evaluated to determine the lowest bidder:**

In case, the evaluated financial offers of two or more qualified bidders are Lowest and same, then the Bid of the bidder, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

20. रेल प्रशासन ई-टेंडरिंग द्वारा निविदा जमा करने में किसी प्रकार के विलंब/कठिनाइयों/अगम्य के लिए उत्तरदायी नहीं होगा। किसी प्रकार की भिन्नता/विवाद होने की स्थिति में कार्यालय में उपलब्ध निविदा दस्तावेज की मास्टर कॉपी मान्य होगा और निविदाकार(रों) के लिए बाध्यकारी होगा। इस प्रकार के मामले में कोई भी दावा स्वीकार्य नहीं होगा।

Railway Administration shall not be responsible for any delay/difficulties/inaccessibility while submitting tender form through e-tendering by tenderer. In case of any discrepancy, Master copy available in the office shall be treated as reference and No claim on this account shall be entertained.

21. निविदा प्रपत्र के लिखित शब्दों में संदिग्धता की स्थिति में अंग्रेजी में उल्लिखित शब्द पर विचार किया जाएगा ।

In case of doubt/ambiguity in tender document, matter written in English will supersede what is written in Hindi.

22. **QUALIFICATION CRITERIA**

(A) Eligible Applicant : The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia.

(A).1 Joint Venture Firms (JV) :- Joint Venture Firms are NOT Allowed to participate in the instant tender.

## **22.(B) Disqualification of Bidders**

### **22.(1). Employment / Partnership etc. of Retired Railway Employees**

- a) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the Railways owned and administered by the President of India for the time being, or
- b) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or
- c) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or
- d) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least one year prior to the date of submission of the Bid as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid.

Tenderer shall also submit Certificate of Information regarding Employment/ Partnership etc. of Retired Railway Engineer/Manager with the tenderer duly filled clearly indicating 'Yes' or 'No' in Table 'A' & details if applicable in table 'B' as per Annexure 'U', **failing which offer shall be rejected.**

22. 2 Should a Bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 7.4 of the General Conditions of Contract (Service)-2018.
22. 3 a) If the bidder or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

The contractor shall be disqualified from participating in the bidding for services in a Railway division,

- (i) If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 in that Railway division, with in the previous 2 years from date of submission of bids.
- (ii) In that Railway division, the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority)

The declaration to this effect shall be furnished by the contractor as a part of his bid document. Tenderer shall submit declaration to this effect as per proforma available at **Annexure 'V'**. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extent rules.

### **23. Evaluation of the bids shall be done as per the following system -**

**Two Bid System / Two Packet System:** The procedure detailed below shall be adopted for dealing with 'Two Packets System' of Bidding:

With a view to assess the bids technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted. In this system, the Bidders shall submit their quotations/ offers in two bids; with one bid containing the Technical bid (First packet) and the other bid containing the Financial Bid (Second packet).

The first packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the bidders. If the technical offers are found acceptable by meeting the minimum qualifying marks as provided in the technical criteria, the second packet shall be opened and the bids shall be processed for finalization in the normal manner (eligible lowest bidder). Those bidders who do not meet this criterion shall not be considered for opening their financial bids.

However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc.; communication can be initiated with the bidders, In seeking clarifications, all communications with bidders shall be properly recorded so that an audit trail is maintained. Clarifications shall be confined to the documents/information already submitted by the bidder.

- 24.1 Evaluation of Technical Bid** : After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L1) for their authenticity. In case the credentials of L1 are not found to be in order, her bid shall be treated as technically unresponsive and thus invalid. The process shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted by a bidder is found to be false/forged:
- (a) The bidder/each partner/member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid (bid) shall also be summarily rejected.
  - (b) If the contract has already been awarded, or Letter of Acceptance (LOA) has been issued and any, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), Performance Guarantee (PG) and partial I full payments otherwise due to the contractor, in respect of the partial I full work executed by the contractor, shall be forfeited by the Railways.
  - (c) Other punitive actions, like banning the bidder and partners / members of the bidding firm for future dealings with Indian Railways and / or the Government of India may also be taken by the Railways.

**24.2 Evaluation of Financial bid** :

- a. All technically acceptable tenders will be eligible for consideration of their financial bid/Proposals. Financial Bid of those tenderers shall only be opened whose technical submittal is found compliant to the conditions stipulated in all the clauses of NIT. The financial proposal shall be evaluated to determine the lowest tenderer / bidder.

In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per clause minimum eligibility criteria clause of NIT) shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

- 25. Price Variation Clause (PVC) as per GCC (Service)- Not applicable.**

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**Experience Certificate**

(To be issued by concerned department/employer/client only in respect of contracts for  
**completed/ongoing works**)

1	Agreement Number & Date	
2	Name of work	
3	Name of Agency/Contractor	
4	Original Agreement Value (Both in Figures & Words)	
5	Revised Agreement Value, If any (Both in Figures & Words)	
6	Original Date of Completion (As per Agreement)	
7	Actual Date of Completion	
8	Total Payment made to the contractor year wise against this agreement (from the date of commencement of work upto last bill)	
9	Total Penalty imposed on the contractor year wise against this agreement (from the date of commencement of work upto last bill)	
10	Whether Final Bill Passed? (Yes/No)	
11	If Final Bill is not Passed, whether Final Measurements have been recorded? (Yes/No)	
12	If Final Measurements are recorded, please indicate status of variation	
	(a) Whether variation is Positive (in excess of original agreement value) or Negative?	
	(b) Whether variation is sanctioned? (Yes/No)	

Certificate No.....

Date.....

(Issuing Authority)

Signature with date:

Name:

Designation:

Address:

Official Seal:

**Certificate of Contractual Receipts**

(To be issued by the Chartered Accountant)

It is certified that..... (Name and address of the Contractor)  
have received following contractual payments in current and previous financial years.

Financial Year	2023-24	2024-25	2025-26	2026-27	Total
Contractual Payments Received (Rs)					

It is also certified that above indicated figures are from the contracts only and have been taken from  
the Audited Balance Sheets of the above named contractor.....

.....(Name of Contractor)

(Issuing Authority)

Signature :.....  
CA's Name :.....  
Membership Number :.....  
Firm's Name :.....  
Registration Number :.....  
Address :.....  
Seal of CA/Firm :.....

**SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY**

**BANK CERTIFICATE**

This is to certify that M/s ..... is a reputed company with a good financial standing.

If the contract for the work, namely..... is awarded to the above firm, we shall be willing to provide overdraft / credit facilities to the extent of ₹..... **(that is valued at 5% of the estimated bid value)** to meet their working capital requirements for executing the above contract.

\_\_Sd.\_\_

Name of Bank:\_\_\_\_\_

Senior Bank Manager\_\_\_\_\_

Address of the Bank\_\_\_\_\_

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**Change the text as follows for Joint Venture:**

~~This is to certify that M/s ..... who has formed a JV with ..... and M/s ..... for participating in M/s this bid, is a reputed company with a good financial standing.~~

~~If the contract for the work, namely..... is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s ..... to meet their working capital requirements for executing the above contract.~~

~~[This should be given by the JV members in proportion to their financial participation]~~

\*\*\*\*\*

**Financial Data**

Applicant's legal name .....

Date .....

Group Member's legal name..... Page ..... of ..... Pages

Each Applicant or member of a JV must fill in this form

S.N.	Description	Financial Data for Latest Last 03 FY & Current FY (Indian Rupees)			
		2023-24	2024-25	2025-26	2026-27
1.	Total Assets				
2.	Current Assets				
3.	Total External Liabilities				
4.	Current Liabilities				
5.	Annual Profits Before Taxes				
6.	Annual Profits After Taxes				
7.	Net Worth [= 1 - 3]				
8.	Liquidity [=2 - 4]				
9.	Return on Equity				
10.	Gross Annual turnover				

*Attach copies of the audited balance sheets, including all related notes, income statements for the last four audited financial years, as indicated above, complying with the following conditions.*

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 7 years.
6. Return on Equity = Net Income / Shareholders Equity  
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).  
Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

\*\*\*\*\*

**Declaration of Information regarding Employment/ Partnership/Relatives employed in Gazatted Capacity etc. of Retired Railway Engineer /Manager with the tenderer**

**TABLE- A**

<b>Sl No.</b>	<b>Information Sought</b>	<b>Whether 'Yes' or 'No'</b>
1	Is any retired Railway Engineer / Gazetted Officer / Relative employed in gazette capacity in any department of Indian Railway associated with the firm as detailed vide para 2.5 of General Conditions of Contract, (Service), 2018.	

Note: If the answer is 'Yes' above, comply the condition as per General Conditions of Contract, (Service)- 2018 with all correction slips up-to-date as per Table- 'B' below.

**TABLE- B**

<b>S N</b>	<b>Name</b>	<b>Type of Association with the tenderer</b>	<b>Date of Retirement from the service</b>	<b>Post held at the time of retirement</b>	<b>Particulars of permission Taken for Association with the tenderer</b>	<b>Any other information linked with para 2.5 of GCC (Service)- 2018</b>

Note : If 'Yes' or 'No' is not entered in the Table- 'A' above and when the answer is 'Yes', details at Table- 'B' is not entered, the tender offer shall be rejected.

Signature of Tenderer (S)

Name of the Tenderer (S)

\*\*\*\*\*

**Declaration of Information regarding Disqualification of Bidders w.r.t. Termination or Penalty**

I.....(Name and designation) appointed as the attorney/authorized signatory of the tenderer (including its constitutes), declare the following :

- 1) I/We have not been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
- 2) That I/we shall be disqualified from participating in the bidding for services in Diesel Loco Shed, Motibagh, South East Central Railway Nagpur :
  - (i) If any previous contract of our firm or any of constituents had been terminated under clause 7.4 of GCC (Service)-2018 in DLS/MIB/NGP of South East Central Railway, with in the previous 2 years from date of submission of bids.
  - (ii) A penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids has not been imposed on our firm or constituent firm of JV.

I/We are aware that in case this declaration is found to be false, process of 'banning of business' against our firm will be initiated.

Signature of Tenderer (S)

Name of the Tenderer (S)

**Note: Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority)**

S.No.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor including constituent members in case of JV/Consortium	Overall Performance w.r.t contract provisions.
1				Satisfactory/ unsatisfactory
2				Satisfactory/ unsatisfactory
3				Satisfactory/ unsatisfactory
Add required number of rows				

\_\_\_\_\_

**UNDERTAKING FOR TRUTHFULNESS / CORRECTNESS OF THE DOCUMENTS SUBMITTED /  
UPLOADED BY THE TENDERER ALONGWITH THE TENDER**

I,------(Name and designation) appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s------(hereinafter called the tenderer) for the purpose of the Tender documents for the work of -----as per the tender No.-----of (South East Central Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under :

1. I/we the tenderer (s) am /are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have **downloaded the tender documents from Indian railway websites www.gem.gov.in**. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged /false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the EMD/Bid security besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

Place : -  
Date : -

SEAL AND SIGNATURE  
OF THE TENDERER

**Details of the Tenderer**

Sr. No.	Description	Details
1	Legal Name of the tenderer	
2	Legal Address	
	Mobile Number	
	Telephone Numbers	
	Fax No.	
	e-mail ID*	
3	Status of the tenderer: Individual / Proprietorship firm / Partnership firm / Private limited / Public limited / Society / Autonomous body (Attach documentary evidence)	
4	PAN No. (Attach documentary evidence.)	
5	GSTIN No. (If applicable) (Attach documentary evidence.)	
6	EPF Registration No. (Attach documentary evidence.)	
7	ESIC Registration No. (Attach documentary evidence.)	
8	Other Registration details under other applicable Laws (Attach documentary evidence)	
9	Name of the person signing the tender	
10	Authority for signing the tender (Refer to Clause No. 3.4.2 of General Conditions of Contract of Indian Railways)	

**FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER :**

- a) Affidavit in case of Proprietary firm.
- b) Partnership Deed in case of partnership firm.
- c) Memorandum & Article of Association in case of a Public/Private limited company.
- d) Authorization/POA in favour of authorized signatory of tenderer to sign the tender,

**Note:** i) Tenderer must upload the mandatory supportive documents for the above. Non submission of the documents shall summarily reject his offer.

- ii) Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with RAILWAY ADMINISTRATION related to the tender.

\* The date of delivery of any letter by Railway to the contractor on the email address will be deemed to be the date of receipt of the same by the contractor. Therefore, contractor should regularly check his incoming emails. If there happens to be any change in the email ID and other contact details, the same should be communicated by the contractor to Railways immediately.

The above information should be necessarily submitted by the tenderer.

**MANDATORY PRE-BID WORKSITE INSPECTION CERTIFICATE**

**TO WHOM IT MAY CONCERNED**

This is to certify that I the representative of the firm M/s \_\_\_\_\_ has inspected Diesel Loco Shed, Motibagh, Nagpur and has fully understood the scope of work related to work of “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”.

I has visited Diesel Loco Shed, Motibagh, Nagpur and fully understood the site conditions, geographic conditions, requirement of truck, entry and exit gate position, loading / unloading area etc. and hereby declare that I will bid and place the truck (if work will be awarded) which will easily carry the WAG-7 motorized complete bogie and pass through the entry and exit gate of DLS/MIB/NGP (near laboratory).

Place :

Date :

Firms Representative  
Authorized Signature with seal

Railway Official seal and signature

## Instructions to Tenderers (ITT)

### 1. Site Visit

- A. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- B. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- C. The Tenderer shall note General Conditions of Contract (service)-2018 with latest correction slip in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

### 2. DOCUMENTS COMPRISING THE TENDER

- 2.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender online on e-tendering portal.

Should any further documents be required pursuant to paragraphs below, the Tenderer will be instructed by the Railway which Package of the Tenderer's s contain such documents.

- 2.2 The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender, and shall form part of the Contract:
  - a) Form of Tender (Without appendices);
  - b) Appendix 1 to the Form of Tender: General Information about the Tenderer & Joint Venture;
  - c) Appendix 2 to the Form of Tender: Indemnity bond to be filled by contractor and staff;
  - d) Appendix 3 to the Form of Tender: Obligation/Statutory compliance;
  - e) Appendix 4 to the Form of Tender: Undertaking for corrupt and fraudulent practice;
  - f) Appendix 5 to the Form of Tender: Bank a/c details for refund through NEFT/RTGS;
  - g) Undertaking as per Annexure 'U' and Annexure-'V' of tender document;
  - h) The audited balance sheet (FY 2023-24, 2024-25, 2025-26, 2026-27) reflecting financial turnover certified by chartered accountant with stamp (in case audited balance sheet is not available then copy form 26 AS to be submitted)
  - i) All tender documents issued by RAILWAY ADMINISTRATION are part of Technical Package except the volume containing the Bill of Quantities (BOQ/Pricing Document) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in tender documents issued by RAILWAY ADMINISTRATION and it shall be deemed that all the conditions and provisions of these documents have been included in their tender submission and accepted to them. The tender shall be submitted online by using Class-III/Class-II digital signature of the authorised signatory of the tenderer.
  - j) Self Attested copy of the latest GST Registration and attested copy of PAN No. under

income Tax Act. The foreign based contractors shall be required to upload the necessary documents as applicable to them according to the applicable state government's Sales Tax Registration with appropriate Sales tax authority, EPF authority and ESI authority as per relevant act are also required to be uploaded.

### **3. Performance Guarantee :-**

(A) **Performance Guarantee:-**As per RB Letter No. 2017EnHM/25/11 dated 07.02.2022 for – Revision of Instructions regarding performance guarantee in Service Contracts the procedure for obtaining Performance Guarantee is out lined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 90 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement, However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
  - (i) A deposit of Cash.
  - (ii) Irrevocable Bank Guarantee:
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Deposit Receipts, Pay Orders, Demand drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - (vi) A Deposit in the Post Office Saving Bank;
  - (vii) A Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates of 5% below market value or at the face value whichever is less.

Also, FDR in favour of FA&CAO/SECR/BSP payable to Bilaspur (free from any encumbrance) may be accepted.

**NOTE:-** The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, on additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

(g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not "withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of :

- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

**4) Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/en-cashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 5 % of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

**Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times**

**4 (i) Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause and
- (b) Execution of Final Supplementary Agreement or Certification by Railway that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period (including warranty period) as per clause, in case applicable.

**4 (ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62(1) of GCC, the Security Deposit shall not be forfeited.

**4 (iii)** No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 21.(4)(b) of this clause will be payable with interest accrued thereon.

## INSTRUCTIONS FOR E-TENDER(S)

### 1. GENERAL

- 1.1 E-Tenders have been invited for and on behalf of the President of India through GeM portal for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All the mandatory places in this tender, filled with marked with (\*) are to be filled in by the tenderer. No manual offer is acceptable against this tender. No tender document in hard copy will be sold against this tender no. Please read the Instructions to Tenderers for e-tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.
- 1.2 E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.
- 1.3 The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in para-2 above as well as schedule of tender, General and Special Conditions
- 1.4 The tender offer complete in all respect and with all document is to be submitted online by e-tendering process through the GeM portal before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender, No manual offers shall be accepted.
- 1.5 The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion 15 days before the due date of date of opening of the tender as corrigendum.
- 1.6 Corrigendum as required may be issued up to 15 days prior to the closing of the tender. These corrigenda of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderer are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly.
- 1.7 This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Condition of the Tender, Special Condition of the tender, Specifications of the works & various Annexures etc. All the above mentioned documents taken together if not scored off shall constitute the complete tender document herewith referred to as “Tender Document” & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation. The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No. claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderer are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.
- 1.8 The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled correctly and unambiguously for each item for each item. No. claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderer are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.
- 1.9 In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of GeM portal who will render all help and related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reason related to the website and portal or server etc beyond the control of Railways.
- 1.10 Railway and GeM portal website will not take responsibility for any payment made by the tenderer and debited from his/their accounts towards the tender cost or Earnest Money due to wrong or mis manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and GeM portal will not entertain any claim in this regard or refund the paid amount.

- 1.11 The document uploaded or information furnished in the website is digitally signed by the competent authority.
- 1.12 This Tender document includes many chapters/items/conditions/Instructions like as Under- taking, technical Compliances, Commercial compliance, standard Technical Criteria, Standard Finance Criteria, Similar nature of work, General Instruction to tenderers for E- tendering, Special Conditions of Contract-General and list document to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Work are available in the GeM portal and all the items including all other documents referred to herein, if not scored off, shall consist integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relief and/or acted upon in isolation.

## **2. TENDERER'S POSTAL ADDRESS**

Address of tenderer: The address, email id and Mobile phones, other phone nos. and other Details given in the portal while registering will be considered as official address and all Correspondence to the tenderer will be made in these registered modes.

All communications sent in time to the tenders by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by registered post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.

## **3. THE SCHEDULE OF WORKS**

The Schedule of works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.

## **4. OPENING OF TENDER**

- 4.1 Opening of e-tender online: The e-tender will be opened online using the GeM portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.
- 4.2 In case the date of closing mentioned in the Notice Inviting Tender is declared holiday/ bandh/ strike on any account, the date of closing tender online will not be changed as the application in the website of GeM portal does not permit submission of any offer after closing date and time of the tender. However, opening of tender online will be on any convenient day.

## **5. SUBMISSION OF DOCUMENT IN SUPPORT OF ELIGIBILITY CRITERIA:**

All documents in support of fulfilment 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" should be uploaded online in the website with scanned copy at the time of tender bidding with details showing in the Annexures. Eligibility of the tenderers shall be decided solely on the basis of the documents submitted along with the tender offers.

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

\*\*\*\*\*

### 3. Form of Tender (FOT)

To,

The President of India,  
Acting through the Sr. Divl. Mechanical Engineer,  
Diesel Loco Shed, South East Central Railway,  
Motibagh, Nagpur-440014.

1. Having visited the site and examined the General Conditions of Contract (Service)-2018 as well as Special Conditions of Contract, Conditions of contract on Safety, Health and Environment, Employer's Requirements, Specifications, Instructions to Tenderers including Bill of Quantity, for the execution of above named works, and the matters set out in Appendices hereto, and having completed and prepared Appendices 1 to 5 here to, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda (if any) for the amount as quoted in BOQ (Financial Bid) or such other sum as may be ascertained in accordance with the said conditions.
2. We undertake (jointly and severally)\*
  - a. to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership on whose behalf this Tender is submitted shall constitute a breach of this undertaking)\*; and
  - b. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.11 of the GCC (service)-2018 and
  - c. to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the RAILWAY ADMINISTRATION in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We undertake, if our Tender is accepted, to commence the works within as per LOA to complete the whole of the Works comprised in the Contract up to contract period as mentioned in NIT of this tender document.
4. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
5. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
6. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Nagpur (Maharashtra) will have exclusive jurisdiction in the matter.
7. We agree to abide by this Tender for a minimum period of 60 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
8. We acknowledge that the Appendix/Annexure forms an integral part of the Tender.
9. We have independently considered the amount shown Clause 5.2 of the GCC (services)-2018 as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
10. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

*निविदाकार के हस्ताक्षर एवं मुहर*

*वरिष्ठ मंडल यांत्रिक इंजीनियर (एमआईबी)  
दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए*

Dated this.....day of..... 20-- --.

Signature .....

Name..... in the capacity of .....

duly authorized to sign Tenders for and on behalf of.....

Address .....

**\* Note:**

If the Tenderer comprises a partnership:

- a. The provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership).
- b. The liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- c. An authorised representative of each member must sign the Tender.
- d. Signature on the Form of Tender shall be witnessed and dated.
- e. Copies of the relevant power of attorney shall be attached.

**GENERAL INFORMATION AND JOINT VENTURE DATA**

<b>A. TENDERER INFORMATION SHEET</b>	
Tenderer's Legal Name	
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / <del>Joint Venture / Consortium</del> (Please tick one)
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member      % participation
	1.
	2.
	3.
Lead member of JV/Consortium	
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication	
<b>Tenderer's authorized signatory (name, designation, address, contact no.)</b>	
Tenderer's authorized representative (name, designation, address, contact no.)	
<b><u>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</u></b>	
<p>Affidavit in case of Proprietary firm.</p> <p>Partnership Deed in case of partnership firm.</p> <p>Memorandum &amp; Article of Association in case of a Public/Private limited company.</p> <p><del>In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</del></p> <p>Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and <del>also in favour of authorized representative of each member in case of JV/Consortium.</del></p> <p><b>Note:</b> Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with RAILWAY ADMINISTRATION related to the tender.</p>	

Stamp & Signature of Tenderer

निविदाकार के हस्ताक्षर एवं मुहर

वरिष्ठ मंडल यांत्रिक इंजीनियर (एमआईबी)  
दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए

<b>B. JV/CONSORTIUM MEMBER INFORMATION</b>	
<b>MEMBER – 1</b>	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	
<b>MEMBER – 2</b>	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	

**STAMP & SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER**

*निविदाकार के हस्ताक्षर एवं मुहर*

*वरिष्ठ मंडल यांत्रिक इंजीनियर (एमआईबी)  
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भारत के राष्ट्रपति की ओर से एवं उनके लिए*

**INDEMNITY**  
**(To be filled by Contractor)**

I on behalf of M/s .....hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s .....will abide by all safety rules and procedures. I declare that I M/s.....will be responsible for any safety violation/accident etc. RAILWAY

ADMINISTRATION will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s..... for giving such declaration.

.....  
Name of Indemnifier

.....  
Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

**INDEMNITY**  
**(To be filled by Contractor staff individually)**

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. RAILWAY ADMINISTRATION will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against RAILWAY ADMINISTRATION. All the prescribed uniforms and PPE shall be provided free of cost to staff deployed by me. No claim shall be raised with RAILWAY ADMINISTRATION in this regard.

.....  
Name of Indemnifier

.....  
Signature of Indemnifier

.....  
NAME OF CONTRACTOR

.....  
SIGNATURE OF CONTRACTOR

**APPENDIX- 3****Obligation/ Statutory Compliance to be ensured by Contractor**

Sl. No.	Items	Compliance of Contractor (To be filled by contractor)	
		Yes	No
1	Registration with Department of Labour, Gol / State Govt.		
2	Compliance of minimum wages Act by payment of wage on 7 <sup>th</sup> of every month through Bank or in the presence of nominated representative of employer (RAILWAY ADMINISTRATION Supervisor/manager)		
3 (a)	Compliance of provision of ESI Act, EPF Act, Bonus Act and Employees Compensation Act, ESI registration		
3 (b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		
6	PF Registration issued by the Regional Provident Fund Commissioner/ Competent Authority		
7	Professional Tax Registration (Certificate issued by Competent Authority)		
8	PAN/TAN details of the Agency		
9	Bank Account Details		
10	GST details of the Agency		

**Note:** - A Non- filling or 'No' by contractor will lead to non eligibility for contractor in further tendering process.

Signature with seal of Tenderer

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भारत के राष्ट्रपति की ओर से एवं उनके लिए

**(On Company's Letter Head)  
Undertaking for corrupt and fraudulent practice**

It is confirmed that we or any of our associates have not been engaged in any fraudulent and corrupt practice as defined in relevant clause of General Conditions of Contract (Service Contract)-2018 and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. I will also abide by the code of Integrity as given below.

Stamp & Signature of Tenderer

**Code of Integrity**

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

- (i) Prohibition of;
  - a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g. Obstruction of any investigation or auditing of a procurement process.
  - h. Making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) Disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last four years or of being debarred by any other procuring entity.

**Bank Mandate details for NEFT/ RTGS**

1. Name of the firm/ Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Account Type:
7. Account Number:
8. IFS Code of the bank Branch:
9. MICR Code of the Bank Branch:
10. Whether a cancelled Cheque of the Bidder/Firm submitted: Yes or No (Please tick)

**(A cancelled cheque to be enclosed)**

Certified that the information furnished above is correct.

Signature of the Authorized person of the  
Firm/ bidder with seal & Date

## **GENERAL CONDITIONS OF CONTRACT(Service)-2018**

(इस निविदा में रेलवे बोर्ड द्वारा जारी निविदा की सामान्य शर्तें(सेवा)-2018 नवीनतम संशोधन पर्ची के साथ लागू होगी।)

This tender document is governed by GCC(Service)-2018 with latest correction slip. Scope of work, specifications etc are taken from Standard Bid Document (SBD). In the event of any ambiguity arises between SBD and GCC (Service), GCC (Service) would prevail over SBD.

However, Special Conditions shall apply to the contract for the execution of work. Wherever they differ from General conditions, the special conditions shall over-ride the General Conditions.

\*\*\*\*\*

### **CONSENT OF THE TENDERER(S) FOR THE CONDITIONS OF CONTRACT**

The Railway Board's GCC (Service)-2018 with latest correction slip up to date is applicable for this contract.

I/We have gone through the Railway Board's GCC (Service)-2018 with correction slip up to date governing the performance of work covered by this tender. I/We have kept myself/our-selves fully informed of the provision of this GCC (Service)-2018 with latest correction slip up to date.

**Signature of the Tenderer(s)**

**Note:** The Railway Board's GCC (Service)-2018 with latest correction slip with latest correction slip up to date can be perused in the office of Sr. Divl. Mechanical Engineer (Cord), S.E.C. Rly, Nagpur during office working hours of working day or can be seen from the [http://www.indianRailways.gov.in/Railwayboard/uploads/directorate/Transformation Cell/Circulars/GCCS R.pdf](http://www.indianRailways.gov.in/Railwayboard/uploads/directorate/Transformation_Cell/Circulars/GCCS_R.pdf) (indianRailways.gov.in>Railway board directorates > circulars > GCC(corrected copy)).

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निविदाकार के हस्ताक्षर एवं मुहर

वरिष्ठ मंडल यांत्रिक इंजीनियर (एमआईबी)  
दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए

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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	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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दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए

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.

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.

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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दक्षिण पूर्व मध्य रेलवे नागपुर  
भारत के राष्ट्रपति की ओर से एवं उनके लिए

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.

	(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>

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 registered under GST Act,

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	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', failing which offer shall be rejected</b>
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 <b>will be rejected.</b>
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>

**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</p> <ol style="list-style-type: none"> <li>1. One project &gt; 80%,</li> <li>2. Two Projects &gt; 50% or</li> <li>3. Three or more projects &gt; 40% of the advertise value of the bid.</li> </ol> <p>(b) 50 Marks if the bidder has completed or received payment as under:</p> <ol style="list-style-type: none"> <li>1. One project &gt; 50% or</li> <li>2. Two projects &gt; 40% of advertise value of bid.</li> </ol> <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</b> for '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.

**Note :** The number of workforce as indicated is strictly for calculation of technical score and it shall not form the basis for quoting of rates. Further, the bidders shall be required to upload copies of the relevant documents in support of their credentials duly self attested in all pages for being considered for evaluation of technical bid.

As per the marking assigned in the table above, each bidder shall be assigned score for Technical Bid (STB). Bidders who's STB shall be 60 (Sixty) or above shall be qualified for consideration of their financial bids. Bidders who do not meet the minimum qualifying marks of 60 (sixty) shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender.

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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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**ACCEPTANCE / DEVIATION SCHEDULE**

Clause #	Accepted (yes/No)	If No, list Deviation(s)
Special Conditions of Contract:		
Specifications of Work:		

Note: If no deviation, then write NIL. (Please do not keep this page as blank.)

Tenderer's Seal

Signature of the Tenderer

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निविदा दस्तावेज की समाप्ति

\*\*\*\*\* END OF TENDER DOCUMENT \*\*\*\*\*

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भारत के राष्ट्रपति की ओर से एवं उनके लिए