

TENDER CONDITIONS
TENDER No. ICF-SD-OT-COMP/MHE/01/2026-27

Schedule for Contract

NAME OF THE WORK: Comprehensive Material Handling Contract for Shell Depot with minimum Material handling Equipments and Man power.

Type of Contract : Service Contract

Period of Contract : One Year (312 Working Days)

EMD : Rs. 2,77,112/-

SPECIAL CONDITIONS OF CONTRACT

Tenderer has to provide the rate per unit per day in the table below.

S.No.	Description	Qty.	Rate per unit per day (in rupees)	Proposed no. of days per annum	Value (in Rupees)
1	3Ton capacity FLT with fuel and drivers (01 FLT with Rotary Fork attachment and 01- 6 meters lifting height. Three sets of Fork extensions of Appropriate sizes as per the field requirement)	08		312	
2	06 Ton capacity FLT with fuel and driver (01- 6 meters lifting height. two sets of Fork extensions of Appropriate sizes as per the field requirement)	01		312	
3	Mobile Crane with 16MT capacity with fuel, driver and Lifting tackles, wire ropes, chains, etc.	01		312	
4	JCB with fuel and driver with Front Loader and Backhoe with Bucket attachment	01		100	
5	High Reach Stacker (Capacity– 1600 Kgs) with driver Specification: Lift height of 7500mm and three stage mast with closed height below 3100 mm(similar to Yale model MR-16)	01		312	
6	Assistants (i.e. Four Assistants with each 3Ton & 6Ton FLTs and two assistants with JCB and 16 MT Mobile Crane) i.e. (9 x 4) + (2 x 2) = 40. The rate for labour is fixed. (i.e. Rs.902/- for Unskilled labour as per minimum wage notice of Chief Labour Commissioner for Industrial Workers duly considering the average increase during the contract period plus PF, ESI/WCA, EPF, EDLI, Bonus etc.)	40	902	312	1,12,56,960

7	Supervisor The rate for labour is fixed. (i.e. Rs.1083/- for Skilled labour as per minimum wage notice of Chief Labour Commissioner for Industrial Workers duly considering the average increase during the contract period plus PF, ESI/WCA, EPF, EDLI, Bonus etc.)	01	1083	312	3,37,896
	Total Value in Rupees				
	CGST @ 9%				
	SGST @ 9%				
	Total value with GST in Rupees				

I. MINIMUM WAGE CALUCLATION :

Ref.	Description	Unskilled	Skilled
A	Minimum wage for unskilled LABOUR as on 01/04/2026 - As per CSO/FUR's letter DT.31/03/2026	827	1008
B	PF @ 12% of Ceiling of ₹15,000/- i.e, 1800/26	69.23	69.23
C	EDLI @ 0.5% (15000 X 0.5%)i.e, 75/26	2.88	2.88
D	EPF @ 0.5% (15000 X 0.5%) i.e., 75/26	2.88	2.88
	Total cost per day (A+B+C+D)	902	1083

Note: The rate per Assistant will be revised as and when, the wage for Unskilled labour as per minimum wage notice of Chief Labour Commissioner for Industrial Workers is revised.

II. SCOPE OF THE WORK

- Unloading of materials received from trade in Trucks, loading of materials in trucks to other railways and the rejected materials returned to firms, unpacking of materials received in wooden boxes/crates, clearing of packing material to dumpsite/scrap yard, stacking of materials in rack and retrieving the same for making issue to production by manually or with FLT's, rearranging of materials to create space for accommodating fresh receipts, re-stacking of old materials, collection of Railway material from Rail heads, other Railway premises in and around Chennai city. Covering of Materials stacked outside the ward with tarpaulins provided by ICF. Formation of scrap lots in scrap yard by using FLT/JCB and keep the roads clean inside scrap ward and peripheral road where the scrap lots are formed and all other depot related activities inside and outside ICF premises.
- On an average 40 to 50 trucks have to be unloaded per day and this quantity may be doubled during the last week of every month.
- The Mobile crane with wire ropes, lifting tackles suitable for unloading steel sheet bundles and other is in the scope of the contractor.
- The subject work should be carried out during the period from 8.00 hrs to 12.35 hrs and from 13.30hrs to 17.30 hrs on working days. Lunch break between 12.35 Hrs to 13.30 Hrs. If required, the above work shall be carried out on Sundays/holidays or in Shifts including Night shift in full or in part as advised by the ICF authorities. The number of FLT's and staff will be advised by ICF. Payment will be made on prorated basis and as per the terms and conditions specified in the tender.
- All labours employed under the contract should wear Personal Protection Equipments like Safety shoes, Helmet and Gloves (Gloves for Assistants only).

III. ASSESSMENT OF TENDER

Tender will be concluded based on the Total value quoted for the proposed number of days for all the SEVEN items mentioned in the table above. However break up of rates per day for each item from Sl. No. 1 to Sl. No. 5 to be furnished separately in the table format shown above. The rate of Sl. No. 6 and 7 is fixed.

IV. PAYMENT TO LABORERS

All labour engaged should be paid salary not less than the rates specified by the Chief Labour Commissioner for Industrial Workers published for the period starting from first April and first October.

V. NON-OPERATION/PENALTY CHARGES

1. The charges for Assistants along with FLT/JCB, the labour charge per Assistant is fixed as Rs.902/- during the entire contract period. (i.e. as per minimum wage notice of Chief Labour Commissioner for Industrial Workers for Unskilled labour duly considering the average increase during the contract period plus PF, ESI/WCA, EPF, EDLI, Bonus etc.)
2. The penalty for non-provision of labour is Rs. 902/- x number of labours not provided for the billing period x 5%.
3. **Penalty will be imposed for non-provision of JCB/Crane only if not provided on demanded days as the same is required for 260 days /100 days respectively in a year.** Penalty for non- operation of JCB/Crane is Break up amount shown by the contractor in the table of the tender document x The period of non-operation x 5% (i.e. Penalty will be 5% on the rate of JCB with driver and Diesel).
4. Penalty for non-operation of 3ton FLT / 6Ton FLT / Reach Truck / Electric Auto / Weighing scale / Bicycle, the (Break up amount shown by the contractor in the table of the tender document) x (The period of non-operation) x 5% (i.e. Penalty will be 5% on the individual breakup rate quoted.).
5. **The contractor to claim bill only for the actual unit of 3Ton FLT/6Ton FLT/Crane/JCB/Reach Truck /Assistants provided for the billing period.**
6. The non-operation charge with penalty for Breakdown of material handling equipment and late arrival of Assistants will be calculated on hourly basis assuming 8 hours per day. i.e. (Break up amount shown in the table/8) x Hours of non-operation or Delayed hours from the reporting time x **1.05**.
7. Penalty for non-wearing of safety shoes/Uniform/Helmet/Gloves/ID Card will attract penalty of Rs.100/- per person per occasion.

V. OTHER IMPORTANT CONDITIONS

1. The contractor should strictly shall abide to Factories Act, Labour Rules, Safety regulations, TNPCB regulations etc., which are in force.
2. The vehicles used inside the factory by the contractor must have valid Fitness certification issued by the Regional Transport Office and Pollution test certificate as prescribed by TNPCB.
3. The contractor shall be responsible to take necessary precautionary measures in order ensure the safety against injury, etc., for his personnel when working at the Railway premises and should follow the safety procedures, rules and regulations of Railway.
4. The contractor shall obtain valid Labour License, Gate Entry Permit cards for all employees deployed for the work from the Principle Chief Security Commissioner / ICF through Chief Safety Officer /Fur duly submitting the necessary documents, proof of identity, proof of address, **Police verification Certificate**, ESI/WCA etc. In case of extension of contract, the permits should be obtained well in advance by submitting requisite documents.
5. All the workmen and Supervisor engaged by the contractor shall wear uniforms while they are inside the ICF premises for easy identification.
6. Drivers employed for operating Fork Lifts shall have valid and appropriate Licences/Medical certificates and relevant field experience.
7. Fork Lifts deployed for the work shall have unique identification number and shall be that certified by competent person approved by Inspector of Factories. FLT's deployed shall be in good working condition with automatic reverse horn facility.

8. The contractor shall ensure that the persons employed by him/her inside the factory should wear Personal protective equipments viz. Safety Shoes, Helmets, Hand gloves, Goggles and Uniform etc. during execution of the work.
9. The contractors Employees who are employed for the subject work shall be insured under Employees compensation insurance duly indicating Furnishing Division, ICF as work place.
10. **All the requisite documents for proof of payment to the labourers and payment of PF to PF authorities to be submitted along with bill for claiming payment. Bills without these documents will not be processed for payment and may also attract penalty as per rules in force.**

VI. COMMON CONDITIONS

1. The contractor shall maintain a register for the daily attendance of the Fork Lifts, JCB, Crane, , Reach Truck drivers and Material Handling Assistants. The daily attendance register shall be put up to CDMS concerned for verification on daily basis and it shall be ensured that both the contractor and the CDMS concerned have signed on each day in the register.
2. The FLT's/JCB/Mobile Crane brought for the work to be in good working condition and **shall not be more than five years old** and to be with valid documents wherever applicable. FLT's shall have name of the contractor, identification numbers prominently displayed.
3. Necessary **Fuel** for Forklifts, JCB and Crane shall be **in the scope of the contractor. Electricity** will be given **free of cost by ICF** for operation of Electronic Weighing scale and for charging of Reach Truck and Electric Auto.
4. The fuel levels of the Forklifts, Crane and JCB have to be checked daily and the fuel to be topped up to the optimum level everyday for trouble free operation. In case of any break down, the contractor shall make good the material handling equipment or arrange for alternate FLT's/JCB/CRANE at the earliest. The contractor shall make necessary arrangements to ensure that depot functioning is not affected due to break down of the machinery.
5. Storing facility of Fuel/Fuel containers will not be provided inside the ICF premises.
6. One supervisor to be deputed by the contractor for coordinating with this office. Maximum Four Supervisors are allowed for this contract and this aspect will not be considered for Payment. This is only for issue of gate entry permit.
7. As the work involves loading, unloading and stacking of items which are heavy and bulky in nature, the contractor shall employ only staff capable of doing such works. All staff employed by the contractor shall be not more than 55 years of age, physically fit to execute the work and shall have appropriate medical fitness.
8. The items shall be unloaded and neatly stacked at the identified location as shown by the ward/Receipt Branch in-charge.
9. Since the work involves moving equipment and heavy loads, safety of workmen and other personnel is to be strictly observed.
10. FLT's and other material handling equipments should not be driven other than the drivers nominated by the contractor.

VII. ARBITRATION

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, shall be referred to the General Manager as per provisions of Clause 64 of GCC amended from time to time and provision of Arbitration and Conciliation (Amendment) act 2015. The arbitrator however will not be one of those who had an opportunity to deal with the matters to which this contract relates. The award of the arbitrator shall be final and binding on both the parties to this contract.

VIII. PERIOD OF CONTRACT & VARIATION IN QUANTITY

The period of contract will be one year from the start of contract as mentioned in LOA. However this can be extended depending upon the requirement as per the extent Rules/procedure followed in railways for increase in the contract quantity up to 149%.

- a) Contracts shall be operated with variation of plus or minus 25% and the payment would be made as per the agreement rate.
- b) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded.
- c) Quantities operated in excess of 140% but up to 149% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded.

IX. PAYMENT TERMS

1. The contractor may claim the payment on completion of 30 days or more.
2. The Payment to the contractor will be made only on completion of the work in minimum of 30 days or more duly certified by the CDMS concerned and by officer in charge.
3. The payment by the administration shall be subject to deduction of any amount for which the contractor is liable under this contract or any other contract in respect of which the President of India is the contractor.
4. In respect of labour viz. Identity Card issued details should be linked to the payment of labour and the details should be updated in the "Shramikkalyan" website and necessary certificate for having updated with website should be made available for payment.

X. INSURANCE

The Tenderer shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor as the Railways at common law or under any statute in respect of accident to persons / vehicle whom shall be employed / engaged by the contractor or about, the site of the Contractor office for the purpose of carrying out the Contract work on the site. The Contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks and losses due to theft, fire or natural calamities. Only Indian insurance shall be employed. Such insurance shall in all respects be subject to the approval of the Railways.

XI. SHRAMIKKALYAN

Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract.

In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain.

The registration/ updation in Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue.

XII. EARNEST MONEY DEPOSIT

The contractor shall be required to deposit Earnest Money of Rs. 2,77,112/- with the bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid. The Earnest money shall be as under:

Value of the Work	Earnest Money Deposit (EMD)
a) For Works/Services estimated to cost up to Rs. 1 Crore.	2% of the estimated cost of work.
b) For Works/Services estimated to cost more than Rs. 1 Crore.	Rs. 2 lakhs plus ½ % (half percent) of the excess of the estimated cost of work beyond Rs. 1 Crore subject to a

maximum of Rs. 1 Crore.

The EMD of the unsuccessful tenderer will be refunded. For successful tenderer, the EMD amount will be adjusted against security deposit as per clause 16(1) of GCC. If the tenderer withdraws the offer or does not enter into agreement with ICF, if awarded, the EMD will be forfeited.

XIII. PERFORMANCE GUARANTEE

- a) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value. The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 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 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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 original 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) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- c) All other conditions related to PG as per para 16.4 of GCC for services are applicable.

XIV. ELIGIBILITY CRITERIA

Works Experience : The contractor 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.

Similar work definition: **“Any kind of Logistics/Transportation by using material handling equipment with or without involving labour”.**

Financial Standing: the contractor will be qualified only if they have minimum financial capabilities as below:-

The contractor should have an annual financial turnover 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 turnover certified by chartered accountant with her stamp, signature and membership number shall be considered for opening their financial bids.

Declared Approximate Value: Rs. 2,54,22,351.40/-.

XV. SPECIAL CONDITIONS

The contractor has to abide the provisions of :

- a) Compliance of statutory provision of applicable labour laws.
- b) Transparency in labour payment.
- c) GCC for services applicable.