

SPECIAL CONDITIONS FOR OUTSOURCING STAFF

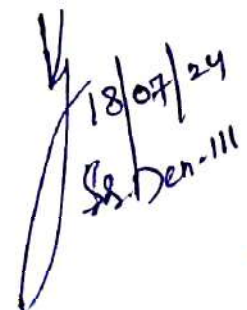
1. The special conditions laid down herein are an integral part of the contract conditions. In case of any conflict between the special conditions and general conditions of the contract, the former shall prevail.
2. The tenderer shall quote rates conforming to the prescribed minimum wages of the central sphere as applicable at the time of opening the tender (including all statutory requirements as applicable), as circulated by the Ministry of Labour & Employment. Quoted rates shall be inclusive of all taxes, duties, costs of manpower, tools, plants, equipment, machinery, materials/consumables, transportation, lift, ascent, descent, etc., as a complete job. No claim on any account whatsoever will be entertained except for payment of accepted rates and stipulated conditions.
3. Payment to staff/manpower deployed by the contractor shall be made by the contractor directly into their bank accounts only. The agency shall submit a monthly statement/summary of payments made, along with a name-wise statement showing the payment of wages through bank transfer and EPF/ESI challan deposits by the 10th of the succeeding month. All payments shall be released by the Railway in favor of the contracting agency only after submission of documentary proof of transfer of wages and other payments like ESI, EPF, etc., into the deputed employees' bank account numbers. No payment shall be released to the contractor without documentary proof of the above.
4. Any increase or decrease in minimum wages will be applicable as and when issued by the central government and the payment will be made accordingly.
5. All labor acts and laws shall be strictly complied with by the contractor, and he shall indemnify the Railway from all claims, losses, etc., arising out of the same. Any cost incurred by the Railways in this connection will be recoverable from the contractor.
6. There shall be no claim against the Railways on account of non-compliance with the provisions in the following Acts. Any claim awarded by the court under these acts against the Railway shall be fully recovered from the contractor: a) Payment of Wages Act b) Minimum Wages Act c) Labour Regulation Act
7. Contractor staff shall not have any criminal cases or background. A police verification report in this regard shall be necessary at the time of appointment of all the manpower deployed. Antecedent particulars, Aadhaar card details, and addresses of the contractor's labor have to be maintained by the contractor, duly verified by him, and made available to the Railways on demand. The contractor shall submit a medical certificate for deployed staff from a registered medical practitioner. Contractor staff suffering from any kind of disease/sickness/disability shall not be permitted on duty.
8. Drinking alcohol on duty in Railway premises is strictly prohibited. If any manpower deployed is found at any time in an inebriated state, a penalty of Rs 10,000/- shall be levied on each such occasion, and the Railway will be entitled to terminate the contract with immediate effect as per extant rules after giving notice for the same. In addition, the contractor will be held legally and statutorily responsible for all such activities inside the railway premises and will have to face prosecution and indemnify the Railways from all actions and claims arising out of the same.
9. In case of the contractor's failure to deploy adequate staff, the Railway will be at liberty to employ Railway staff or any agency for carrying out any work not done properly by the contractor, and the expenditure incurred by the Railway in this connection will be recovered from the contractor along with a penalty.

10. The contractor staff should take adequate care of the safety of staff and Railway property. All damages or losses caused by him/his supervisors and employees to Railway property/staff and the cost of damages as ascertained by the Railway will be recoverable from the contractor.
11. The contractor shall provide the deployed staff with winter and summer uniforms (khaki shirt and pants, khaki sweater) as approved by the Railway. The engineer shall reserve the right not to allow entry to any staff of the contractor who is without a uniform or whose uniform is not up to the mark. The cost of the uniform shall be borne by the contractor. The contractor's supervisors and staff on duty should wear neat and tidy uniforms and badges as approved by engineers and keep identity cards issued by the contractor and countersigned by the Railway representative, which shall be procured by the contractor at his own cost.
12. Penalties: Contractor will ensure regular reporting of staff. Rs 800/per person penalty will be charged for Un-skilled staff absence & Rs 1000/- per person penalty will be charged for skilled staff absence.
13. The staff will report to the concerned JE/SSE office daily to carry out the effective work from 08:00 hrs to 17:00 hrs. and may be extended for the completion of the job/work.
14. It will be the responsibility of the agency to provide suitable rest gives for weekly rest and substitutes in case any staff is absent. Any extra demand for staff made by an authorized representative of the engineer in charge should be fulfilled by the contractor.
15. The staff will directly report to the JE/SSE office and will be distributed through the distribution register for various work for which a record will be maintained by the concerned JE/SSE. A separate register cum log book will also be maintained by the agency, which will be signed daily by an authorized representative of the engineer in charge.
16. All safety equipment, i.e., safety belts, helmets, etc., are to be supplied to all the working staff by the contractor free of cost.
17. For technical/artisan staff, i.e., mason, carpenter, plumber, painter, welder, the minimum qualification is ITI in the concerned trade from recognized institutes of the National Skill Development Corporation (NSDC) or any similar recognized institution for training in that particular trade or a minimum of three years of experience of having worked satisfactorily for a similar skill trade at any important site with a reputed contractor/outsourced agency. Before the artisans are allowed on the job at the site, the AEN concerned shall examine their training certificates and/or work experience certificates mentioned above and shall issue a "Permit to Work Certificate" before allowing deployment of any artisan staff by the contractor.
18. Mandatory updation of labour data on the Railway's Shramik Kalyan portal by the contractor is to be done regularly as per instructions, and payment will be made to the contractor only after updation of labour data on the portal.
19. All released materials will have to be deposited in the depot of SSE/JE(Works).
20. In case of major break down in water supply the contractor may have to engage additional staff and all the staff may have to work for longer hours, for which no extra payment will be made except as per provision in the contract agreement.
21. The contractor must rectify the Major Water supply Failures / break down or any urgent work instructed by concerned SSE/JE if any, otherwise penalty of Rs. 2500/- per day shall be imposed till the water supply is restored.
22. For non-satisfactory working on any day, penalty of Rs.5000/-per day shall be imposed.


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1. The rates quoted by the contractor for schedule "C" NS items for skilled/unskilled manpower with T&P should not be less than minimum wages rates i.e. total amount Rs. 15,42,580.20/- of schedule value for manpower items. Otherwise offer will be summarily rejected.

2. Minimum wages taken in schedule "C" NS items are taken as CLC rate reference no. 1/6(3)/2025-LS-II, dtd. 30.03.2026. Details of amount mentioned at Sr. No. 1 are as under:-

Description	Amount(Rs.)
1) Fitter (Skilled) 1x305 days =305 @ 1007.50 (Without Service Charges)	307287.50
2) Carpenter (Skilled) 1x305 days =305 @ 1007.50 (Without Service Charges)	307287.50
3) Helper/Khallasi (Unskilled) 4x305 days= 1220 @ 760.66 (Without Service Charges)	928005.20
Total Amount(Rs.)	1542580.20

COS


JE/Drg


Sr.DEN-II/UMB