



Commercial Department

Tender Document

for

NAME OF WORK:-

**Engagement of 01 No. of attendant in lieu of TADK for
Sr.DCM of DDU division through outsourcing for 03 years.**

Approximate Cost of Work—Rs.14,08,906.44/-

**Sr. DCM
E.C. Railway, DDU**

1. ELIGIBILITY CRITERIA:-

i) **Work Experience**-The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year upto 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** includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

****“Similar nature ”of this service contract means–**

“Supply of manpower for services such as housekeeping, Multi-Tasking Services, Cooking, Hospitality or any other manpower hiring service of semi-skilled/skilled category to any Central or State Government Department or Public Sector Undertaking or Public Listed Company/Private company/Trusts”

Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 500 crores 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:

1.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.

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

a) **T1-Financial Turnover:** The bidder should have an aggregate 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 upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with his stamp, signature and membership number shall be considered.

b) **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 their stamp, signature and membership number shall be submitted by the bidder along with bid (**Annexure-E**).

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 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 banking reference should be from a Scheduled Bank in India and it should not be more than **3 months Old** as on date of submission of bids.

- *The bidders shall submit an undertaking for truthfulness/correctness to the effect that all the documents submitted by him along with his bid are true. This shall be mandatory in bid. The bid shall be summarily rejected if the bidder fails to submit/uploaded this undertaking along with the bid as Annexure – A. In addition to Annexure-A, in case of other than Company/Proprietary firm, Annexure-A(I) shall also be submitted by the each member of a Partnership Firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be.*
- *Tenderer shall submit declaration for not Blacklisting/Not terminating/not debarred/Not defaulter list as per format given below as Annexure III. Non-submission or incomplete submission of declaration by the bidder shall result in summarily rejection of his/their bid.*
- *Tenderer shall submit declaration for Certificate of Information regarding Employment/Partnership etc. of Retired Railway Employees with the tenderer as per format given below as Annexure IV. Non-submission or incomplete submission of declaration by the bidder shall result in summarily rejection of his/their bid.*

2. Non-compliance with any of the conditions set forth therein above S.No.1 (I & ii) is liable to result in the tender being rejected. Tenderers who fail to meet the criteria shall not be considered for further evaluation and their bids shall be rejected without further discussion.

Annexure I (Page1 of 2)

S.N.	Weightage	Technical Criteria	Documentation	Scoring
1.	20%	<p>Previous work done 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 40% of the current advertised bid value and percentage penalties imposed therein</p>	--Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/on-going similar service contracts with satisfactory	<p>Scoring Method; For each completed/on-going similar service contracts with satisfactory performance shall be as under:</p> <p>(a) 100 Marks if the bidder has completed or received payment as under: 1 Project > 80% 2 Projects > 50% or 3 or more projects > 40% of the advertised value of the bid.</p> <p>(b) 50 Marks if the bidder has completed or received payment as under: 1 Project > 50% or 2 projects > 40% of the advertised value of the bid.</p> <p>(c) 20 Marks if the bidder has completed or received payment as under: 1 project > 40% value completed</p> <p>(d) No marks if all projects < 40% value completed.</p> <p>• Deduction for percentage penalty imposed in the respective completed / on-going similar service contracts: 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 penalty less than 5% Contract where percentage penalty is more than 20% of contract value shall not be considered for calculation of scores for this purpose</p>
2.	35%	<p>Turnover (in last three and current Financial Year) (Less than 1.5 times the value of work is not eligible)</p>	A per audited balance sheet certified by the CA.	<p>(a) 100 marks—More than 15 times advertised value of work (b) 80 Marks—8-15 times advertised value of work (c) 60 marks—3-8 times advertised value of work. (d) 40 marks—1.5-3 times advertised value of work.</p>

Annexure I (Page 2 of 2)

S. N.	Weightage	Technical Criteria	Documentation	Scoring
3	20%	Number of years in operations. (Firms having less than 1 year of experience are not eligible)	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) 100marks– Morethan8 years. (b) 80marks-5-8years. (c) 60marks-2-5years. (d) 40marks – 1-2 years.
4	25%	Size of Workforce The Bidder must have a minimum number of personnel (as defined by Railway administration) on the organization'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 work force on roll is 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 3times the total workforce required in this bid. • No marks if workforce on roll deployed is less than the total workforce required in this bid.

As per the marking assigned in the table above, each Bidder shall be assigned score for Technical Bid (S_{TB}). **Bidders whose S_{TB} shall be 60 or above shall be qualified for consideration of their financial bids. Bidders who do not meet the minimum qualifying marks of 60 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender. {Authority Rly Bd. L.No.2018/EnHM/13/01, dt: 29.06.2020}**

Note-Tenderer has to submit filled “Marking Format for Self Evaluation” with their technical offer in Annexure- II below.

2.1 EVALUATION OF FINANCIAL BID:

(A) The financial proposal shall be evaluated to determine the lowest 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 2.6.1.3 of GCC of Service) 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.

(B) Evaluation of financial bid will be done based on calculation out lined below:-

Calculation below is as per HQ/ECR guideline in this regard vide L.N. ECR-HQOPERS(B.PEON)/1/2023(Computer No.225270 Dtd.05.09.2024).

- (i) The Contractor shall pay the outsourced Attendant the basic monthly wage of Rs 18000/-+ Prevailing DA as declared by the Ministry of Railway. At present DA is @55% over basic wage as on 01.01.2025. In case of increase of DA, increased rate shall be admissible from date of issue of Circular/Letter (from Ministry of Railway) or date by which increased DA is effective, whichever is later. However, incase DA is increased with effect from some past date, arrears will not be paid by Railway.
- (ii) Deductions: Statutory Employee Contribution of PF, ESIC etc (with basic as Rs18000/-) as governed with various statutory provisions.
- (iii) Employer's contribution of PF will be @13% of basic pay (subject to maximum of Rs 15,000/-per month) i.e. Rs 1950/- per month per attendant.
- (iv) ESI contribution @3.25%of Rs.15000/-(Ceiling limit)=Rs.487.50
- (v) Statutory Bonus @8.33% of Rs.15000/-(Ceiling limit)=Rs.1249.50
- (vi) Total wage expenses/attendant/per month (excluding GST)=Rs.31587.00
- (vii) Total expense for 01 manpower for 36 months (excluding GST)=Rs.11,37,132.00
- (viii) Contractor's Profit@5%(Minimum Service charge indicated in policy@5%)=Rs.56,856.60
- (ix) Total expense per attendant for 36 months including contractor's profit/service charge=Rs.11,93,988.60
- (x) GST@18%=Rs.2,14,917.95
- (xi) **Value for 1attendant including GST per month=Rs.39,136.29.**
- (xii) While payment of wages with deduction/contributions as per (i),(ii),(iii),(iv)&(v),above will be made by contractor to the attendants, the same will be reimbursable to the contractor by the Railway against contractor's monthly bills.
- (xiii) Apart from the above reimbursement, the contractor will be eligible for payment of service charge to cover his expenses in execution of contract and for his profit. This service charge is to be quoted by tenderer against this tender.
- (xiv) To ensure compliance of the provisions contained in Para above, any bids with a Service Charge of less than 5% (excluding GST) shall be deemed to be unrealistic and such tender shall be summarily rejected.
- (xv) In case, attendant doesn't work for whole month, he shall be given wages on pro-rata basis.

Note:- The bidder must quoted rate as per current DA (Dearness Allowances) rate @ 60% on basic pay and other segment (i.e. statutory allowances + GST @18% + Contractual profit minimum @ 5% etc.) as mentioned in para no. 2.4.2 (B) of tender document will remain same. The rate quoted by tenderer including below DA @ 60% will summarily rejected.

- 3. Partnership Deeds, Power of Attorney Etc.:** The bidder shall clearly specify whether the bid is submitted on his own or on behalf of a partnership concern. If the bid is submitted on behalf of partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to

the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

4. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should
5. submit along with the tender or at a later stage ,a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorizing her/them to submit the tender, sign the agreement, receive money, 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.
6. The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be. The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:
 - a) **Sole Proprietorship Firm:** The bidder shall submit the notarized copy of the affidavit.
 - b) **Partnership Firm:** The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim(s) preferred by the firm, sign “No Claim certificate” ,refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.
 - c) **Joint Venture (JV) *is not allowed in this tender*** (May please see Para 2.4 of General Conditions of Contracts for Service Contract of this tender document).
 - d) **Company registered under Companies Act-1956:** The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors)in favour of the individual, signing the Bid on behalf of the Company.
 - e) **Society:** The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.
If it is mentioned in the Bid that it is being submitted on behalf of /by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the afore-mentioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firms/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.
 - f) If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the aforementioned document/s (as applicable) should be enclosed along with Bid.

If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firms/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/Tender conditions

7. Earnest Money:-

- (a) The tenderer has to deposit an earnest money of **Rs.29,000/-(Twenty Nine thousand) only** which will be refunded in case of unsuccessful bidders after finalization of the tender.
- (b) 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, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid.

8. Employment/Partnership etc. of Retired Railway Employees:

- (i) (a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before their 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 a partnership firm have as one of its partners a retired Manager or retired Gazettes 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, 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 1 year prior to the date of submission of the tender as to whether permission fort asking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case maybe, 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 attested by her in this behalf,shall be clearly stated in writing at the time of submitting the bid.

Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.

- (ii) 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 contract or one or more of their shareholder(s) or a relative(s) of the shareholder(s) employed in Gazette capacity in the any department of the Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract for services.

9. *Tenderer should check any correction/corrigendum related to this Tender Notice on Website before uploading their offer.*

10. Payment of wages, EPF, ESIC, Bonus etc to their staff is there responsibility of the contractor.

Marking Format for Evaluation of Technical Score					Annexure-II	
S.N.	Weightage	Technical Criteria	Documentation	Scoring	Documents Submitted under the criteria	Score Claimed
1.	20%	<p>Previous work done 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 40% of the current advertised bid value and percentage penalties imposed therein</p>	--Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/on-going similar service contracts with satisfactory	<p>Scoring Method; For each completed/on-going similar service contracts with satisfactory performance shall be as under:</p> <p>(a) 100 Marks if the bidder has completed or received payment as under: 1 Project>80% 2 Projects>50%or 3 or more projects > 40% of the advertised value of the bid.</p> <p>(b) 50 Marks if the bidder has completed or received payment as under: 1 Project > 50% or 2 projects > 40% of the advertised value of the bid.</p> <p>(c) 20 Marks if the bidder has completed or received payment as under: 1 project > 40% value completed</p> <p>(d) No marks if all projects < 40% value completed.</p> <p>Deduction for percentage penalty imposed in the respective completed / on- going similar service contacts:</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 penalty less than 5% Contract where percentage penalty is more than 20% of contract value shall not be considered for calculation of scores for this purpose.</p>		<p>= (0.20 * <u>Scoreclaimedfor S.N.1asper scoring criteria after reduction of score for penalty as per Scoring criteria</u>)</p> <p>=Marks</p>
2.	35%	<p>Turnover(in last three and current Financial Year) (Lessthan1.5timethe value of work is not eligible)</p>	As per audited balance sheet certified by the CA.	<p>(a) 100marks–Morethan15timesadvertised value of work (b) 80 Marks -8-15 times advertised value of work (c) 60marks3-8timesadvertisedvalueof work. (d) 40marks-1.5-5timesadvertisedvalueof work.</p>	As per audited balance sheet certified by the CA. <i>Details should also be provided in Annexure-E duly certified by CA.</i>	<p>= (0.35 * <u>Scoreclaimedfor S.N.2asper scoring criteria</u>)</p> <p>=Marks</p>

.N.	Weightage	Technical Criteria	Documentation	Scoring	Documents Submitted under the criteria	Score Claimed
3	20%	Number of years in operations. (Firms having less than 1 year of experience are not eligible)	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) 100marks–Morethan8 years. (b) 80marks-5-8years. (c) 60marks-2-5years. (d) 40marks–1-2 years.		= (0.20 * <u>ScoreclaimedforS.N. 3asper scoring criteria</u>) =Marks
4	25%	Size of Workforce The Bidder must have a minimum number of personnel (as defined by Railway administration) on the organization'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. (Last12months EPFO challan should be submitted)	(a) 100MarksiftheBidder'sworkforceon roll is greater than 3 times of the total workforce required in this Bid. (b) 70Marksifworkforceonrollisequaltoor up to 3 times the total workforce required in this bid. • No marks if workforce on roll deployed is less than the total work force required in this bid.	Last 12 months EPFO challan should be submitted	= (0.25 * <u>ScoreclaimedforS.N.4 asper scoring criteria</u>) =Marks
Total Score for Technical Bid(S_{TB})claimed by the bidder=Total of Score claimed underS.N.1to4above=						

Note-Tenderer has to submit filled “Marking Format for Evaluation of Technical Score” with their technical offer in Annexure–II above.

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

I.....(Name and designation)**
 appointed as the attorney/authorized signatory of the tenderer
 M/s..... (hereinafter called the tenderer) for the
 purpose of the Tender documents for the work of **“Engagement of 01 No. of attendants in lieu of TADK for Sr. DCM of DDU division through outsourcing for 03 years”** as per the tender no.- **COM-TADK-DDU-25-28 of 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 website 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 alteration 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 alongwith 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 certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate 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 Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (insert name of the tenderer)
 **.....and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We here by certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

Place:

Dated:

**SEAL AND SIGNATURE OF THE
TENDERER**

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc.)

I/We.....(Name), attorney/authorized signatory of the(constituent firm/constituent partner) and member/partner of the(tendering firm) hereby solemnly affirm and state as under :

1. I/we certify that.....(constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

**SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

Place:

Dated:

UNDERTAKING/DECLARATION

1. I/We hereby give undertaking that any Central Government/Ministry of Railways have not banned business with my/our firm/company M/s _____ as on the date of bid submission.
2. I/We, M/s _____ hereby give undertaking that my/our firm or any of our constituents have not suffered bankruptcy/in solvency during the last 5 years.
3. I/We, M/s _____ hereby give undertaking that my/our firm or any of our constituents has 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.
4. I/We, M/s _____ hereby give undertaking that never any of our previous contract or any contract of our constituents had been terminated under clause 7.4 of GCC of Services in East Central Railway, DDU division, within the previous 2 years from the date of submission of bids.
5. I/We, M/s _____ hereby give undertaking that in East Central Railway, DDU division, I/We or any of our constituents has not been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, within 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)
6. I/We, M/s _____ hereby give undertaking that in case, declaration is found to be false, process for 'banning of business' against me/us shall be initiated as per extant rules.

Place:- _____

Signature of Bidder/s

Date

Certificate of Information regarding Employment/Partnership etc. of Retired Railway Employees with the tenderer

TABLE-A

SlNo.	Information Sought	Whether 'Yes' or 'No'
1	Is any retired Railway Manager/Gazetted Officer Associated with the firm	

Note :If the answer is 'Yes' above, comply the condition as per Table-'B' below.

TABLE-B

Sl. No.	Name	Type of Association with the tenderer	Date of Retirement from the service	Post held at the time of retirement	Particulars of permission taken for association With the tenderer	Any other information linked

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.

Place:- _____

Signature of Bidder Date.....

GENERAL CONDITIONS OF CONTRACTS FOR SERVICE CONTRACT

Note- Contractor must see GCC service up to date and provide all the documents mentioned in the annexure of GCC for service as notified by railways.

The Standard General Conditions of Contract (GCC) for Service contract-2018 with all correction slips upto latest as amended from time to time will be applicable for this contract by Commercial Department. Tenderer participating in this tender will be considered well familiar with the clauses available in the GCC for Service Contract. In case any clarifications/query the tenderer may read the GCC for Service Contract available on web-site (www.indianrailways.gov.in). If any typing error found in Terms and Conditions of GCC in this Bid the Original as mentioned in GCC for Service Contract will hold good. Some important clauses are being mentioned below:-

I REGULATION FOR TENDERS AND CONTRACTS

For the Guidance of Manager & Contracts for Service Contract

I.MEANING OF TERMS

Interpretation: These shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Bid Forms.

Definition: In these General Conditions of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires.

Railway shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on her behalf.

General Manager (GM) shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.

Chief Manager shall mean the Officer in charge of the user department i.e. Mechanical/ Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S&T and Electrical of both Open line and Construction department including production units etc. (for e.g. PCPO etc.) and shall mean and include their successors of the Successor Railway.

Divisional Railway Manager (DRM) shall mean the Officer incharge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

Manager shall mean the Divisional officers or equivalent officers of the user department i.e. Mechanical/ Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S&T and Electrical of both Open line and Construction department including production units etc. in executive charge of the works (e.g. Sr. DPO) and shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway.

Bidder shall mean the person/the firm/co-operative or company whether incorporated or not who Bids for the services with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assignees.

Limited Bids shall mean bids invited from all or some contractors on the approved or select list of Contractors with the Railway.

Open Bids shall mean the bids invited in open and public manner and with adequate notice.

Works shall mean the works contemplated for delivery of services as per drawings and schedules set forth in the Bid forms and required to be executed according to the specifications.

Service means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

Contractor shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, and successors and permitted assignees.

Contract shall mean and include the Agreement of Work Order, the accepted Schedule of rates or the schedule or not who enters into the contract with Railways and shall include their executors, administrators, successors and permitted assignees.

Two Bid System /Two Packet System shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. This is the standard method to be adopted.

Quality and Cost Based Selection shall mean a system of bid evaluation where weightage are assigned to technical and financial criteria, wherein higher weightage is assigned to technical criteria based on the importance of quality of consultancy services sought. The evaluation is made on the basis of combining the weighted scores for technical and financial criteria.

II ELIGIBILITY OF BIDDERS AND BID EVALUATION

2.1 Elements of Service Contracts and Procedures thereof

Essential elements of a Service Contract: Service contracts are generally defined by scope, (e.g., services expressed in terms of functions, processes, activities, or projects), governance (e.g., decision powers, roles and responsibilities), operations (e.g., day-to-day operating procedures), financial arrangements (e.g., fee structures, settlement arrangements), performance (e.g., expected outputs, levels of service, reporting) and implementation (e.g., activities, timelines, level of effort). Quality of services and timely availability of services is essential for the satisfactory performance of a Service Contract. Bids/Tenders have to be framed in such a manner in which these basic elements are ensured.

2.1.1 For Service Contracts valuing Rs. 50 lakhs and above (the cost of Bid as decided by Railway Board from time to time) at present, two-packet system of bidding for evaluation would be adopted based as per Clause of GCC for services.

2.2 Qualification Criteria

2.2.1 Eligible Applicant

The Bids for this contract will be considered only from those Bidders/proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

2.2.2

- a) A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a JV. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.
- b) Any Central government department/ Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.
- c) If the bidder (any member in case of JV/consortium) must not have suffered bankruptcy/ in solvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.
- d) Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process :
 - (i) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project;
 - (ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project."

- e) If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual, consequent to having been banned business dealings or suspended business dealings.

2.3 Disqualification of Bidders

2.3.1 Employment/Partnership etc. of Retired Railway Employees

2.3.1.1

- a) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before his 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.

Bids without the information above referred to or a statement to the effect as per Annexure-IV above that no such retired Manager or retired Gazetted Officer is so associated with the Bidders as the case may be shall be rejected.

- 2.3.2** 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 of services.

- 2.3.2.1** 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.

- 2.3.2.2** 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 of GCC of Services in that Railway division, within 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, within 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. In case, declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extant rules.

2.4 Bid Evaluation System

Evaluation of the bids shall be done as per the following system-

For evaluation of bids, the technical criteria must be defined by the tender inviting authority in consultation with associate finance and approval of the tender accepting authority, as per the needs and specific requirements of the project in question.

Based on the type and specific requirements of the project the following methods of bid evaluation can be used, as considered appropriate.

A. Single Packet System: This method of evaluation shall be used for all service contracts having bid value upto and including Rs 50 Lakh.

B. Two Bid System /Two Packet System: This method of evaluation shall be used for all service contracts having bid value exceeding Rs 50 Lakh. 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 sealed envelopes; with one envelope containing the Technical bid (First packet) and the other envelope 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.

2.4.1 Evaluation of Technical Bid-

2.4.1.1 Bidder's Credentials:

2.4.1.2 The bidder shall submit along with the Bid document, documents in support of their claim to fulfil the minimum eligibility criteria as mentioned in the bid.

2.4.1.3 Each page of the copy of documents /certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested as above.

2.4.1.4 The bidders shall submit an undertaking for truthfulness/correctness (As per **Annexure-A**) to the effect that all the documents submitted by her along with her bid are true. This shall be mandatory in all bids. **The bid shall be summarily rejected if the bidder fails to submit/uploaded this undertaking along with the 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, their 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 in the event of any failure to comply with the above, 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 full payments otherwise due to the contractor, in respect of the partial/ 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 Railway Govt. of India authorities.

2.4.2 Evaluation of Financial Bid

(A) The financial proposal shall be evaluated to determine the lowest 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 2.6.1.3 of GCC of Service) 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.

(B) Evaluation of financial bid will be done based on calculation outlined below:-

Calculation below is as per HQ/ECR guideline in this regard vide L.N. ECR-HQ0PERS(B.PEON)/1/2023 (Computer No.225270 Dtd.05.09.2024.

(i) The Contractor shall pay the outsourced Attendant the basic monthly wage of Rs 18000/- + Prevailing DA as declared by the Ministry of Railway. At present DA is @55% over basic wage as on 01.01.2025. In case of increase of DA, increased rate shall be admissible from date of issue of Circular/Letter (from Ministry of Railway) or date by which increased DA is effective, whichever is later. However, incase DA is increased with effect from some past date, arrears will not be paid by Railway.

(ii) Deductions: Statutory Employee Contribution of PF, ESIC etc (with basic as Rs18000/-) as governed with various statutory provisions.

(iii) Employer's contribution of PF will be @13% of basic pay (subject to maximum of Rs 15,000/-per month) i.e. Rs 1950/- per month per attendant.

(iv) ESI contribution @3.25% of Rs.15000/-(Ceiling limit)= Rs.487.50

(v) Statutory Bonus @8.33% of Rs.15000/- (Ceiling limit)= Rs.1249.50

(vi) Total wage expenses/attendant/per month (excluding GST)= Rs.31587.00

(vii) Total expense for 01 manpower for 36 months (excluding GST)= Rs.11,37,132.00

(viii) Contractor's Profit @5%(Minimum Service charge indicated in policy @5%)= Rs.56,856.60

(ix) Total expense per attendant for 36 months including contractors profit/service charge= Rs.11,93,988.60

(x) GST @18%= Rs.2,14,917.95

(xi) **Value for 1 (one) attendant including GST per month= Rs.39,136.29**

(xii) While payment of wages with deduction/contributions as per (i),(ii),(iii),(iv) & (v), above will be made by contractor to the attendants, the same will be reimbursable to the contractor by the Railway against contractor's monthly bills.

(xiii) Apart from the above reimbursement, the contractor will be eligible for payment of service charge to cover his expenses in execution of contract and for his profit. This service charge is to be quoted by tenderer against this tender.

(xiv) To ensure compliance of the provisions contained in Para above, any bids with a Service Charge of less than 5% (excluding GST) shall be deemed to be unrealistic and such tender shall be summarily rejected. (xv) In case, attendant doesn't work for whole month, he shall be given wages on pro-rata basis.

3.0 BID DOCUMENTATION

3.1 Bid (Tender) Form

Bid (Tender) Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form. Bid Forms shall be issued on payment of the prescribed fee to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractors, will on payment of the prescribed fees, be furnished with Bid forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works.

3.2 Omissions & Discrepancies

Should a Bidder find discrepancies in or omissions from the drawings or any of the Bid Forms or should she/he be in doubt as to their meaning, she/he should at once notify the authority inviting Bidders who may send a written instruction to all the Bidders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful Bidder shall take upon herself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

3.3 Care in Submission of Bids

3.3.1 Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates he enters in the Bid forms are adequate and all-inclusive to accord with the provisions in Clause - 4.42 of the General Conditions of Contract for services for the delivery of services to the entire satisfaction of the Engineer.

3.3.2 When the service is bided for by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf.

3.3.3 Railway shall not be bound by any power of attorney granted by the Bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

4.0 GENERAL OBLIGATIONS

4.1 If a service is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

4.2 If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall; notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

4.3 Law Governing the Contract

The contract shall be governed by the law for the time being in force in the Republic of India.

4.3.1 Compliance to Regulations and Bye-Laws

The Contractor shall conform to the provision of any statute relating to the services and regulations and bye-laws of any local authority and of any water, drainage and lighting companies or undertakings, with whose system the services are proposed to be provided and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Manager notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until she has received instructions from the Manager in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4.3.2 Communications to be in Writing

All notices, communication, reference and complaints made by the Railway or the Manager or the Manager's Representative or the Contractor inter se concerning the works/ services shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

4.3.3 Service of Notices on Contractors

The Contractor shall furnish to the Manager the name, designation and address of her authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or her authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Manager.

4.4 Occupation and Use of Land

No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used. The site for any purposes other than that of executing, or in relation to the execution of the services.

4.5 Assignment or Subletting of Contract

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 7.4 (GCC services) of these Conditions and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting of services by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

4.6 Railway Passes

No free Railway passes shall be issued by the Railway to the Contractor or any of her employees/ workers. Wherever required 'authority for entering restricted area' or 'authority for on board services' shall be provided.

4.7 Performance Guarantee

4.7.1 Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing **5% of the contract value in four separate parts of 1.25 %each of the contract value**, 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 upto the date of submission of PG 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 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from 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. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

4.7.2 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, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 5% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

4.7.3 The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract.

4.7.4 If the penalty imposed exceeds 50% of the applicable maximum penalty-(as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

4.7.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% of the contract value -

- (a) A deposit of cash;
- (b) Irrevocable Bank Guarantee;
- (c) Government Securities including State Loan Bonds at 5% below the market value;
- (d) 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;
- (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (f) A Deposit in the Post Office Saving Bank;
- (g) A Deposit in the National Savings Certificates;
- (h) Twelve years National Defence Certificates;
- (i) Ten years Defence Deposits;
- (j) National Defence Bond and
- (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO, E.C Railway (free from any encumbrance) may be accepted.

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

4.7.6 The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid up to the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

4.7.7 The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.

4.7.8 Whenever the contract is rescinded, the Performance Guarantees shall be encashed/forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

4.7.9 The Manager 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 -

- (A) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Manager may claim the full amount of the Performance Guarantee.

- (B) 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 Manager.
- (C) The Contract being determined or rescinded under provision of the GCC Service, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

4.8 Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lock outs or acts of God (herein after, referred to events) provided, notice of the happening of any such event is given by either party to the other within 07 days from the date of occurrence thereof, neither party shall by reason of such event, been titled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and works/services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Manager as to whether the works/ services have been so resumed or not shall be final and conclusive. PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

4.9 Illegal Gratification

4.9.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or her partner, agent or servant or, any one on her behalf, to any officer or employee of the Railway, or to any person on their behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which she may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway.

4.9.2 The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if she shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as she shall consider fit & sufficient and her decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work/services rendered up to the date of rescission.

4.9 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied herself as to the nature, scope and location of the services, the type of character of equipment and facilities needed preliminary to, and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.

4.10 Commencement of Services

The Contractor shall commence the services **within 15 days** (unless specified otherwise) after the receipt by her of an order in writing to this effect from the Manager or as directed by the Manager and shall proceed with the same with due expedition and without delay.

4.11 Accepted Programme

The Contractor shall submit schedule of delivery of services, the details of organisation (in terms of labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the services. The programme of delivery of services amended as necessary by discussions with the Manager, shall be treated as the agreed programme of the delivery of services for the purpose of this contract and the contractor shall endeavour to fulfil this programme of delivery of services. The progress of delivery of services shall be watched accordingly.

4.12 Compliance to Manager's Instructions

The Manager shall direct the order in which the several components of the service shall be provided and the contractor shall execute without delay all orders given by the Manager from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the services in all respects.

4.12.1 In cases, where performance or/and quality of services is/are found to be dis-satisfactory, Manager or his representatives shall impose penalty as mentioned in bid document, subject to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document.

4.13 Alterations to be authorized No alterations in or additions to or omissions or abandonment of any part of the services shall be deemed authorized, except under instructions from the Manager, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Manager.

4.14 Extra Services

Should services over and above those included in the contract require to be provided at the site, the contractor shall have no right to be entrusted with the execution of such works/services which may be carried out by another contractor or contractors or by other means at the option of the Railway.

4.15 Separate Contracts in Connection with Services

The Railway shall have the right to let other contracts in connection with the works/services. The Contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works/services and shall properly connect and coordinate her work/services with theirs. If any part of the Contractor's works/services depends for proper execution or result upon the works/services of another contractor(s), the Contractor shall inspect and promptly report to the Manager any defects in such works/services that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of her services, except as to defects which may develop in the other contractor's work after the execution of her work.

4.16 Instructions of Manager's Representative

Any instructions or approval given by the Manager's representative to Contractor in connection with the services shall bind the Contractor as though it had been given by the Manager provided always as follows:-

(a) Failure of the Manager's representative to disapprove any work/ services or materials shall not prejudice the power of the Manager thereafter to disapprove such services or material and to order the rectification thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Manager's representative, she shall be entitled to refer the matter to the Manager who shall there upon confirm or vary such decision.

4.17 Working Timings

The Contractor shall have to carry out any required services as per directions of the Manager/Manager's representative.

4.18 Damage to Railway Property or Private Life and Property

The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor, and incase the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

5.0 Variation sin Quantities During Execution of Service Contracts

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of service contracts:-

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
 - i. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - ii. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - iii. Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA & CAO / FA & CAO(C) and approval of General Manager.
3. In cases where decrease is involved during execution of contract-
 - a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - c) It should be certified that the work proposed to be reduced will not be required in the same work.

4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
- a) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
5. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
6. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
7. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).

However, variation in quantities in the contract will be also governed as per latest corrected slip included in the MSOP of railways.

5.1 Extension of Time

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract extend the date in terms of the following clauses. However care may be taken to ensure that the extension in service contracts (other than Consultancy contracts) is on the ground that new contract has not been finalized.

5.1.1 Extension Due to Modification

If any modifications have been ordered which in the opinion of the Manager have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Manager to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause there of shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

5.1.2 Extension for Delay Not Due to Railways or Contractor

If in the opinion of the Manager, the progress of services has anytime been delayed by any act or neglect of Railway's employees or by other contract or employed by the Railway under Clause 4.20 of GCC for services of these Conditions or in executing the work/service not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Manager pending arbitration or in consequences of the contract or not having received in due time necessary instructions from the Railway for which she shall have specially applied in writing to the Manager or her authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Manager within 15 days of such happening, but shall never the less make constantly her best endeavours to bring down or make good the services and shall do all that may be reasonable required of her to the satisfaction of the Manager to proceed with the services.

The contract or may also indicate the period for which the service is likely to be delayed and shall be bound to ask for necessary extension of time. The Manager on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in her opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.

No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

5.1.3 Extension for Delay Due to Railways

In the event of any failure or delay by the Railway, to handover the Contractor possession of the site necessary for the execution of the services, or to give the necessary notice to commence the services, or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

5.2 Extension of Time for Delay Due to Contractor

5.2.1 The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contract or fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5.1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contract or for further extension of time as the Manager may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty assume equivalent to 0.10% of the contract value of the service for each week or part of the week.

5.2.2 For the purpose of this clause, the contract value of the services shall be taken as value as per contract agreement including any supplementary contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed Solo In lieu, competent authority while granting extension to the currency of contract under Clause 5.2 of GCC of services may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract.

This section does not limit Indian Railways from imposing any penalties under other provisions and such penalties will be applicable concurrently.

Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor or and in the event of failure on the part of the contractor or to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 7.4 of these Conditions, whether or not actual damage is caused by such default.

5.3 CLAIMS

5.3.1 Monthly Statement of Claims

The Contractor shall prepare and furnish to the Manager once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider herself entitled to and of all extra or additional works ordered by the Manager which she has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

5.3.2 Signing of "No Claim" Certificate

The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after she shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

6.0 General condition of contract for service 2018 (with updated correction slips) and any other Railway Board's circular will be binding to this contract as on date of opening of the tender until unless specified.

7.0 Police Verification of Labour employed by Contractor

The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. As per GCC service 2018 format same is attached as **Annexure- C.**

8.0 The contractor shall abide by the provisions of: Factories Act; whichever is applicable for this work;

- a) State government Factories Rules;
- b) Workmen Compensation Act, 1923 as amended from time to time;
- c) Payment of Wages Act, 1936 and the rules made there under;
- d) Contract Labour (Regulation and Abolition) Act, 1970 and the contract labour (Regulation and Abolition) Act, 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable.
- e) Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under;
- f) Employees State Insurance Act,
- g) Employees Provident Fund Act, &
- h) Child labour Act etc.
- i) Any other statutory provision, a rule etc. made by the Government.

9.0 Determination of contract: Determination of contract shall be done in accordance with para 7.4, 7.4.1, 7.4.2 & 7.4.3 of GCC of Services 2018 up to date.

10.0 Settlement of disputes: If any dispute arises after award of contract or during execution of contract shall be done in accordance with para 8.1, 8.2, 8.3 & 8.4 of GCC of Services 2018 up to date.

Acceptance/deviation Schedule

(Tenderer add more Sheets if Space is not adequate)

[illegible]

POLICE VERIFICATION

PHOTO
(of applicant
signed by
contractor)

S. No.	Particulars	Remarks
1	Full Name with Aliases	
2.	Parent's Name	
3.	Nationality	
4.	Present Address in full with Police Station	
5.	Period of Residence	
6.	Home/ Permanent Address in full with Police Station and District	

Declaration (by applicant):

I certify that the following information is correct and complete to.....
the best of my knowledge and belief.

Police Certification:

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Signature of Applicant

Date:

Place

Countersignature of Authorized signatory with stamp

Scope of Work & Special Condition of the Work

1.0 The contract is for engagement of attendants for 36 months. Minimum monthly remuneration on the basis of HQ/ECR guideline in this regard vide ***L.N. ECR-HQ0PERS(B.PEON)/1/2023(Computer No.225270 Dtd.05.09.2024.*** is as: Basic (INR): 18000 + Bonus (INR Monthly): @8.33% + Present Dearness Allowances @ 55% on basic (INR Monthly) : 9900 + Provident Fund (INR Monthly on ceiling limit of Rs.15000.00 @13%):1950 + ESIC(INR Monthly on ceiling limit of Rs.15000.00@3.25%): 487.5 + minimum Agency commission/service charge @ 5% + GST @ 18% as applicable at present. However, the rate of DA will be applicable as per Govt. of India directive on the matter issued from time to time. Commission/Services charges of 5% excluding GST as indicated above is the minimum prescribed amount. Payment for the same will be made as per the finalized contract. GST applicable as on date is 18%.Methodology for providing manpower shall be as per policy letter communicated from HQ/ECR from time to time.

2.0 Issue of Letter of Acceptance (LOA) by Sr.DCM/DDU or his authorized representative will conclude the contract. It is expressly understood and agreed that there is no commitment of Railway for placement of any orders for any number of manpower or for any duration whatsoever.

3.0 The placement of orders against the tender shall be solely on the discretion of the order placement authority. No representation on any account in this connection shall be entertained.

4.0 The contract will be governed by all the terms and conditions specified in the tender document, HQ/ECR guidelines regarding TADK issued from time to time and GCC for services, 2018 as amended.

5.0 **Currency of the Contract**-The Contracts shall be valid for **three years**.

6.0 **Requirement of Manpower** - Total tendered man-month is 36 (1 attendant x 36 months). Attendant required per month will be 1. Number of man-month to be provided by the firm will be as indicated in the contract. There is no guarantee of utilization of any minimum man-months during contract period.

7.0 **Local office in the state of Uttar Pradesh** -Firms who are situated outside the state of **Uttar Pradesh**, will have to open within 21 days from the date of award of contract, an office in the State of **Uttar Pradesh** with requisite infrastructural facilities for operation of the contract. Documentary evidence in this regard such as rent agreement/electricity bill etc. will have to be submitted within 21 days from the date of award of contract to the nodal officer i.e. Sr.DCM/DDU for operation the contract.

8.0 **Statutory Variation Clause:** Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State/Central Governments in respect of the items stipulated in the contract, within the original delivery period stipulated in the contract, or last unconditionally extended delivery period shall be to Railways' account. Only such variation shall be admissible which takes place after the submission of bid. No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate. No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/contractor.

9.0 **Contractor's Obligations:**

9.1 The Contractor shall neither assign its rights or obligations under this Contract, in whole or in part, nor enter into any sub-contract to perform any portion of this Contract.

9.2 The Contract or shall be responsible and liable to deliver the services as per the contract.

- 9.3 The Contractor shall be required to keep the Railway updated about the change of address, Change of the Management etc. from time to time.
- 9.4 The manpower provided by the Contractor shall not be deemed employees of the Railways hence the compliance of the applicable acts/Labor laws as per extant instruction will be the sole responsibility of the Contractor.
- 9.5 The hiring of Manpower through the Contractor shall not confer any right of employment in Railway upon the outsourced person directly or indirectly.
- 9.6 The persons deployed by the Contractor shall neither claim nor shall been titled to any pay, perks or any other facilities admissible to regular/confirmed railway employees during the currency as well as after expiry of the Contract Agreement.
- 9.7 No medical facilities or reimbursement or any sort of medical claims or overtime or any other reimbursement or payment in respect of Man powers provided by the Contractor will be entertained by the Railway.
- 9.8 The character and antecedents of the Attendant should be verified and the certificate to this effect shall be furnished by the Contracted Agency before undertaking the assessment of suitability.
- 9.9 The attendant should have completed the age of 18 years. The candidate should be of sound physical and mental health. The desirable age bracket is 18-45 Years.
- 9.10 The suitability of the attendant being proposed by contracted manpower outsourcing agency will be assessed and certified by the officer for whom the outsourced person is being provided, prior to such engagement. If officer concerned wish to engage a person of his/her own choice fulfilling the prescribed criteria. The agency will be bound to enroll the recommended candidate and engage him/her with the officer concerned. It will be binding on the contractor to engage the recommended candidate by the officer concerned. Attendant suitability Performa in this regard is attached as **Appendix-A**.
- 9.11 As and when informed by the concerned officer, the firm shall be liable to provide a replacement as well as terminate the services of attendant. However, such change should be completed in a maximum period of 7 days, inclusive of the period for screening of new incumbent.
- 9.12 The agency/agencies will ensure that all supplied manpower have live mobile phone connections so that they are contactable whenever required. The manpower provided by the firm should be well-mannered, well acquainted with their areas, punctual and dressed properly and neatly.
- 9.13 Duty hours are flexible as per requirement of the officer to whom services of attendants are provided.
- 9.14 All deployed Manpower shall wear Identity Card provided by the Contractor.
- 9.15 The Contractor shall be responsible for any act of indiscipline on the part of the persons deployed.
- 9.16 The Contractor shall ensure complete compliance (in respect of the personnel/Manpower provided to Railway) of all the prevailing provisions of all Labor laws, Rules and Regulations and guidelines of Government of India, as amended from time to time, including but not limited to the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employees' State Insurance Act, 1948, Workman's Compensation Act 1923, Payment of Bonus Act, 1965, Contract Labor Act, 1970, Employees Provident Fund and Miscellaneous Provisions Act, 1952 and any other act, rules or regulations, as may be enacted by the Government or any modifications thereof or any other law relating thereto and rules/regulations made there under from time to time.
- 9.17 The Contractor shall undertake to indemnify Railway from any cost or liability it may incur on account of non- compliance, if any.

- 9.18 The Contractor shall indemnify and keep Railway indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the Railway on account of and/or arising out of the failure of the Contractor to adhere to any statutory requirement, or to follow such rules, regulations, guidelines and procedures, as may be required under any statute or directive.
- 9.19 The Contractor shall ensure that all the relevant licenses/ registrations/permissions which may be required for providing the services under this Contract/Agreement are valid during the entire period of the Contract/Agreement; failing which the Railway can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Contractor to the Railway on demand.
- 9.20 The Railway shall not be responsible for any financial loss or any injury to any person deployed by the Contractor while performing their functions/duties, or for payment towards any compensation on any account, whatsoever.
- 9.21 The Contractor shall be solely responsible for the re-dressal of grievances/resolution of disputes relating to persons deployed. The Railway shall, in no way be responsible for settlement of such issues whatsoever.
- 9.22 The Contractor shall maintain all statutory records under the Law and shall produce the same, on demand, to the Railway department or any other authority under Law.
- 9.23 The Contractor shall make actual disbursement of wages/ salary to the workers through Bank accounts.
- 9.24 Any dispute arising out of non- payment, short payment or delayed payment has to be settled by the Contractor. However, in no circumstances the actual disbursement shall be less than the amount worked out in accordance with this Contract. Contractor shall, on demand, furnish statement of amount paid for the month to the Manpower deployed along with Transaction Details and Bank account from which the payment has been made.
- 9.25 Contractor shall furnish copy of bank statement in support of amount paid as and when required by Railway.
- 9.26 All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Contractor and the Railway shall not entertain any claims whatsoever with respect to the same.
- 9.27 Income Taxes per rates applicable/amended under the Income Tax Act shall be deducted at source unless the contractor is exempted by Income Tax Authorities. It would be open to the Contractor to make an application to the concerned Income Tax authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.
- 9.28 GST as applicable shall be paid by the Railway as per prevailing law on submission of Tax invoice as per provisions of GST Act.
- 9.29 The Contractor shall be responsible for timely deposit of GST to relevant Authorities. Any loss/default to Railway on account of non-compliance of provisions of GST Act by the Contractor shall be indemnified by the Contractor.
- 9.30 The Contractor at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Railway.

9.31 Deductions/Penalty for this contract shall be as below:

S.N.	Description	Deduction/Penalty
1	Non-deployment of Attendant or delay in deployment beyond 3 days after assessment of suitability of the attendant.	Rs. 1000/- per day beyond 3 days shall be deducted from the bill for each Attendant delayed for joining, subject to maximum of Rs.10,000
2	Non-replacement of Attendant or delay in replacement beyond 3 days due to long illness or absence from duty of the engaged attendant.	Rs.500/-per day beyond 3 days shall be deducted from the bill for each Attendant delayed for providing as replacement,subject to maximum of Rs.5,000
3	In case of non-abeyance of instruction of the officer concerned for whom the attendant is engaged.	Penalty upto Rs.2000/- per instance to be imposed by the officer concerned.
4	For delay in monthly payment after the completion of the month to attendants by 7 th day after the every completed month	Rs.300/- per day delay per attendant shall be deducted as penalty.

9.32 Certificate for medical fitness of manpower from railway doctor to be provided by the agency as per attached proforma as **Annexure V**.

9.33 The Contractor undertakes that he/she shall not indulge in any unethical practices and acknowledges that any non-compliance of any provision of the contract will be treated as a material breach of the Contract, in which case the Railway shall have the right to take appropriate actions as per terms and Conditions of the Contract including termination of the contract and other legal actions.

9.34 For determining unethical practice, the decision of the concerned Officer, for whom the Manpower is hired, will be final.

9.35 Contractor must provide the replacement of the attendant in case of long illness or absence from the duty of the engaged attendant after getting consent & approval from the concerned officer for which attendant has been provided. In the event of failure by the firm to execute the contract as per its terms & conditions, Purchaser Reserves the right to cancel the contract (placed against this tender) with forfeiture of security Deposit/Performance Guarantee deposit.

9.36 Insurance, clashes and litigation:

- The Railway shall not entertain any claim arising out of any mishap, accident, injury, disease or disability that may take place during the course or arising out of the Attendant's deployment in the Railway. The contractor shall be fully responsible for any loss or damage to the Attendant and shall be liable to pay full compensation for any injury or any other loss to Attendant. Railway shall neither be responsible nor liable to pay any compensation for injury/death caused to Attendant in the event of any accident during the course or arising out of the Attendant's deployment in the Railway. In case of any third party claim against Railway for any act of the manpower deployed by the contractor in the Railway or of any other employees of the contractor, the contractor shall act as guarantor and indemnify Railway to the extent of all claims and expenses.
- The Contractor will protect Railway against all claims applicable under the Workmen's Compensation Act, 1923.
- The Contractor will protect Railway against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission or service on the part of the Contractor, the manpower deployed in the Railway by the Contractor, the Contractor's agents/ representatives and sub-contractors.
- The Service provider shall be responsible for all litigation arising out of any accident and also for payment of compensation to Attendant and any other involved parties in the event of death/injuries/damage, etc.
- Compliance of all statutory obligations shall be ensured by the agency and claims against any liability falling on East Central Railway due to non-compliance of statutory obligations by the contractor/service provider or any of its agents servants/Attendant or for any reason whatsoever would be borne by the contractor/service provider.
- To protect and/or to indemnify the Railway against any claims or suits, the Contractor shall maintain an insurance which shall also cover all the liabilities of the Contractor arising out of the clause entitled "Defense of Suits" under General conditions of contract.

9.37 Relation between man power service provider and the Railway:

- a. The agency shall be the employer of the hired manpower deployed by it in the Railway and in no case there shall be a relationship of Employer and Employee between the Railway and the said manpower. By virtue of this agreement, no relationship will be created between the hired Attendant and the Railway.
- b. The manpower employed by the Agency shall have no right whatsoever for any appointment in the Railway in any capacity whatsoever on the basis of their deployment in the Railway by the Agency.
- c. As there shall be no relationship created between the hired Attendants and the Railway, such Attendants and their family members shall not be eligible or entitled for any medical, pass facilities or any other facility.

9.38 Shramik Kalyan portal: In terms of Railway Board's letter No. 2018/CE-1/CT/4 dated 17.10.2018, Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 & 55 of Indian Railway 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 /update of Portal shall be done as under:

- 1.1. Contractor shall apply for one time registration of his company/ firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance (LoA)/contract. Railway Representative shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- 1.2. Contract once approved by any Railway representative, the contractor can create password with login id (PAN no.) for subsequent use of portal for all LOAs issued in his favor.
- 1.3. The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/ Contract Agreements on shramik kalyan portal within 15 days of issue of any LoA for approval of concerned Railway Representative. Railway representative shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- 1.4. After issue of LoA, contractor shall fill the salient details of contract labors engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan portal on monthly basis.
- 1.5. It shall be mandatory upon the contract or to ensure correct and prompt uploading of all salient details of engaged contractual labor & payments made thereof after each wage period.
- 1.6 While processing payment of any "On Account Bill" or "Final bill" or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Railway Representative that "I have uploaded the correct details of contract labors engaged in connection with this contract and payment made to them during the wage period in Railway's Shramik kalyan portal at www.shramikkalyan.indianrailways.gov.in till ---- month -----year. (ref: Railway Board's letter no. 2018/CE-1/CT/4 dated 17.10.2018).
- 1.7 The Contractor shall neither assign its rights or obligations under this Contract, in whole or in part, nor enter into any sub-contract to perform any portion of this Contract, without the written consent of the Railway. The Contractor shall be responsible and liable to deliver the services as per the contract.
- 1.8 The Contractor shall be required to keep the Railway updated about the change of address, Change of the Management etc. from time to time.
- 1.9 If any of the workers deployed by the agency in the Railway indulges in theft or any illegal activities, misconduct, etc., the agency will take appropriate action as per the law and rules in force against its erring

worker in consultation with the Railway and intimate the action taken to the Railway.

1.10 The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by the Railway as well the appropriate authorities at any time.

1.11 Notwithstanding anything herein contained, the Manpower Service provider will be liable to adequately compensate Railway for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.

1.12 The Manpower Service Provider shall indemnify and keep Railway indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the Railway on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as maybe required under any statute or directive.

1.13 The Manpower Service Provider shall make actual disbursement of wages/ salary to the workers and supervisor through Bank accounts. Any dispute arising out of non- payment, short payment or delayed payment has to be settled by the Manpower Service Provider with the workers engaged by Service Provider. However, in no circumstances the actual disbursement shall be less than the agreed amount.

1.14 The Manpower Service Provider shall ensure that it and its outsourced Manpower engaged in Railway shall maintain absolute confidentiality with regard to any information regarding the Railway or the officer under whom the outsourced manpower is engaged, shared or obtained during the Course of work expiry/termination cancellation of the Contract, except that which are in any form during and after available in the public domain, Any loss caused to Railway on failure to Comply this provision, shall be indemnified by contractor. This clause shall subsist even after the expiry of the contract agreement.

1.15 If any accident occurs with any worker of the contract or during or out of Course of his duties, the Railway will not be liable in anyway and the Sole responsibility for payment of compensation etc. shall be of the Contractor.

1.16 The Manpower Service Provider shall provide appointment letter, photo identity cards, ESIC and (if applicable) and Pay-slip of cash month to them and power deployed by it in Railway on contractual basis.

1.17 The Manpower Service Provider shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended from time to time and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.

1.18 The Railway shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Manpower Service Provider for any purpose whatsoever nor would the Railway be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep the Railway totally and completely personnel indemnified against any such claim(s). Any outsourced deputed in the Railway can be removed any time by giving notice to the Manpower Service Provider.

1.19 **Income Tax:** Income Tax as per rates applicable/amended under the Income Tax Act shall be

deducted at source unless the contractor is exempted by Income Tax Authorities. It would be open to the contract or to make an application the concerned Income Tax authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

1.20 GST: GST as applicable on gross value of each running account bill shall be paid by the Railway as per prevailing law on submission of Tax invoice as per provisions of GST Act. The manpower service provider shall be responsible for timely deposit of GST to relevant Authorities .Any loss/default to Railway on account of non- compliance of provisions of GST Act by Manpower Service Provider shall be indemnified by the manpower service provider.

- 10.0 Payment terms:** The Contractor will submit bill on monthly basis along with a) Salary Slip/Wage Sheet, b) Bank Statement of attendants showing receipt of Wages c) Challan for having deposited employer contribution towards EPF & ESIC. The bill will be submitted in the office of Sr.DCM /DDU in triplicate. Sr.DCM/DDU will be bill passing authority. Bill paying authority will be Sr.DFM/DDU. Payment will be made after verification of submitted documents. Railway administration reserve the right to check the veracity of the above statement and take serious action against the contractors regarding any fault in the above statement which will be binding on the contractor. Sr.DCM/DDU decision will be final on the subject matter. Payment for GST will be done on actual basis as per prevailing rate notified by Government of India.
- 11 The Contractor will depute only his own employees whose Character should also have been duly verified by the Police/Gazetted Officer/Notary Sarpanch/Village Pradhan. However in case of Govt./PSU agency engaging staff such certificate/character verification will be exempted. The contractor shall submit the medical fitness and character of the employee who shall carry out the said work to concerned before taking the job inside the complex at the beginning of the work as well as in between as and when any of the employee is replaced with the new employee.
 - 12 If any staff/worker of the contractor is found indulging in undesirable activities, the contract may be terminated.
 - 13 The cost of damage to the railway property if incurred during the execution of work will be borne by the contractor.
 - 14 The contractor should quote their rate inclusive of all expenses i.e. Boarding, Lodging & Travelling.
 - 15 In all matters so specially provided for or allowed for therein, the execution of the works involved in this tender shall be done in accordance with General Conditions of Contract service 2018 with all correction slips issued up to date. However, the following special conditions will also be applicable. Wherever, there is any conflict between General Conditions and Special Conditions, the latter shall prevail.
 - 16 No passes or concession facilities either for the travel of the Contractor or his employees shall be issued by the Railway.
 - 17 Subject as otherwise provided for in this tender, all notice shall be given by the Railway on behalf of the President of India. All action shall also be taken by the Railway on his behalf.
 - 18 Unless excluded by or repugnant to the context, the expression “Railway”, wherever appearing in the tender documents, shall deem to mean the concerned Commercial department officials of DDU Division of East Central Railway.

- 19 The acceptance of the tender will not entitle the Contractor for any compensation for the work, which has not been done. The performance of the contractor shall be watched and the contract may be terminated in case of unsatisfactory service certified by the user. The unsatisfactory service shall mean and include the non-compliance of any of the obligations by the contractor.
- 20 Contractor shall also ensure all of their employees to enroll themselves under PMSBY& PMJJBY yojnas by Government of India for their benefit.

CERTIFICATE OF MEDICAL FITNESS (to be provided by railway doctor)

I have examined Mr./Ms./Mrs. -----

and after examination and perusal of test reports, hereby certify that he/she is medically fit for consideration to be deployed as Attendant. He /She does not suffer from any serious illness or ailment.

Signature

Name and Stamp of Certifying Doctor

Date:

Place:

TENDERSCHEDULE
(Financial Bid)
(Schedule of approximate quantities)

Annexure-D

(Rates to be quoted by the tenderer on respective column of www.ireps.gov.in portal.)

Name of work:-"Engagement of 01 No. of attendant in lieu of TADK for Sr.DCM of DDU division through outsourcing for 03 years"

S.N	Description	Qty. (A)	Unit(B)	Rate (in Rs.) (C)	Total cost (in Rs.) (D=A x C)
1	Outsourcing of 1 No. of attendant in lieu of TADK through contracted manpower through outsourcing agency (1Number=1Man-month)	36	Number	39,136.29	14,08,906.44

NOTE:-

- The above rate is calculated on the basis of DA @ 55% as applicable on 01.01.2025. The bidder must quoted rate as per current DA (Dearness Allowances) rate @ 60% on basic pay and other segment (i.e. statutory allowances + GST @18% + Contractual profit minimum @ 5% etc.) as mentioned in para no. 2.4.2 (B) of tender document will remain same. The rate quoted by tenderer including below DA @ 60% will summarily rejected.
- The quantities shown in above Schedule are approximate and are guide to give the Bidder(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rates will be allowed on this account.
- Rate above is inclusive of GST.
- The contractor's claim for payment will stand maintainable only up to the extent of actual work done.

Signature of Tenderer/s_____

Date: _____

Financial DATA
(Performa for T-2liquidity)

Applicant's legal name.....

Date.....

Financial Data for Latest Last 5 Years (Indian Rupees)

Financial Data(in Indian Rupees)						
S.N.	Description	2021-22	2022-23	2023-24	2024-25	2025-26
1	Total Assets					
2	Current Assets					
3	Total External Liabilities					
4	Current Liabilities					
5	Annual Profit before Taxes					
6	Annual Profit 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 five 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 5 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).
Share holders equity does not in clued 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 in adequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

Format for Performance Guarantee in the form of Bank Guarantee

1. In consideration of the President of India (herein after called “the Government”) having agreed to exempt _____ (hereinafter called “then said Contractor(s)”) from the demand, under the terms and conditions of as Agreement dated _____ made between _____ and _____ for (herein after called “the said Agreement”), or security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs _____ (Rupees _____ only).
2. We, _____ (Indicate the name of the Bank) (hereinafter referred to as “The Bank”) at the request of _____ (contractor(s)), do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
3. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contain in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding before any court of tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
5. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till FA & CAO/ECR/HJP office/department Ministry of Railway certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
6. We, _____ (indicate the name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).
8. We, _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of 20 ____

(Indicate the name of the bank)

MANDATE FORM FOR EFT/NEFT**1. PARTICULARS OF THE PARTY**

i). NAME : _____

ii). ADDRESS: _____

iii). PHONE No: _____ MOBILE _____ FAX No.: _____

iv). INCOME TAX PAN No.: _____ EMAIL ID. _____

2. PARTICULARS OF BANK ACCOUNT

I) CITY : _____

II) BANK NAME : _____

III) BRANCH: _____

IV) BANK ADDRESS: _____

V) BANK TEL NO. : _____ FAX No. _____

VI) BANK MICR CODE (9 DIGIT): _____

VII) BANK IFSC CODE: _____

VIII) BANK ACCOUNT NO: _____

(Please enclose a cancelled blank cheque)

IX) ACCOUNT TYPE: (SAVING/CURRENT/CASH CREDIT): _____

3. Certified that the particulars furnished/with reference to Bank Account are correct and the bank guarantees to honour all EFT/NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the bank**4. DECLARATION BY THE PARTY**

I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e., FA & CAO/E.C. Railway, Hajipur will not be held responsible.

Date _____

Signature of the Party with Stamp

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

BANKING REFERENCE 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 ₹.....to meet their working capital requirements for executing the above contract.

Date-

Sd._____

Name of Bank:_____

Senior Bank Manager_____

Address of the Bank_____

पूर्व मध्य रेल

आऊटसोर्सिंग एजेंसी के माध्यम से संविदा के आधार पर टीएन्डीके के बदले अटेन्डेन्ट के रूप में इंगेजमेंट हेतु अभ्यर्थी द्वारा प्रस्तुत आवेदन का प्रोफॉर्म

1. आवेदक का नाम i) हिन्दी में.....
ii) अंग्रेजी में.....

2. आवेदक के पिता का नाम

3. आवेदक की जन्म तिथि

(प्रमाण पत्र की स्व सत्यापित प्रति)

4. वैवाहिक स्थिति (विवाहित/अविवाहित)

5. शैक्षिक योग्यता

(शैक्षिक प्रमाणपत्र की स्व सत्यापित प्रति)

6. अजा/अजजा/पिछड़ी जाति

7. राष्ट्रीयता

8. i) वर्तमान निवास का पता

- ii) स्थायी निवास का पता

9. सम्बन्धित अधिकारी का नाम एवं पद जिसके अधीन अटेन्डेन्ट इंगेजमेंट हेतु आवेदन किया जा रहा है.....

मैं एतद्वारा घोषण करता हूँ कि संविदा के आधार पर अटेन्डेन्ट के रूप में उक्त अधिकारी के साथ कार्य करने हेतु इच्छुक हूँ। मेरा इंगेजमेंट पूर्ण रूप से संविदा के आधार पर है। यदि कभी भी मैंने अपने कार्य के प्रति कोटाही बरती/अरुचि प्रकट की/मेरी भविष्य में सेवाओं की और जरूरत न रही/दुर्व्यवहार करने पर अथवा असंतोषजनक कार्य के आधार पर सम्बन्धित अधिकारी/निर्धारित एजेंसी द्वारा किसी भी समय मुझे कार्य से निकाला जा सकता है। मुझे पूरी तरह से ज्ञात है कि यह इंगेजमेंट संविदा के आधार पर है तथा भविष्य में कभी भी इस आधार पर रेल में नियुक्ति/रेल की देय सुविधाओं का दावा नहीं करूंगा।

आवेदक/अभ्यर्थी के हस्ताक्षर

1. मैं श्री.....को अपने निवास पर अटेन्डेन्ट के रूप में इंगेज किए जाने हेतु संस्तुति करता हूँ/सहमति प्रदान करता हूँ।
2. मैं घोषण करता हूँ कि उपरोक्त अभ्यर्थी मेरा नजदीक सम्बन्धी/रिश्तेदार नहीं है।
3. मैं यह भी घोषण करता हूँ कि निर्धारित एजेंसी द्वारा मेरे लिए इंगेज किए गए अटेन्डेन्ट का कार्य यदि संतोषजनक नहीं पाया जाता है तो उसे कार्य से निकाले जाने का अधिकार मेरे एवं एजेंसी के मध्य होगा। इसमें रेल प्रशासन का कोई सम्बन्ध नहीं है।

अधिकारी का हस्ताक्षर

पदनाम—

“End of Tender Document”