

TERMS & CONDITIONS OF CONTRACT

Explanatory Note of Tender Schedule

Schedule –A (Per month lump-sum hiring charges for two vehicles at MOU lobby)

The price shall cover Hiring of two (02) Non AC road vehicles for transportation of Crew and Guard with their belongings from MOU lobby to any station and back when and where required round the clock for two years. The lump-sum rate for two vehicles per month is Rs. 97160.38. The entire work is for 24 months. Any addition/alteration to the schedule shall be governed as per final decision of Sr.DEE(OP)/CKP.

Schedule –B (Transportation of fuel charges for two vehicles at MOU)

The price shall cover fuel charges per km @ 11.50. The entire work is for 306600 Km for 730 days. The vehicle will be operated as per the instruction of consignee CCC(E)/MOU or his authorized representative. Any addition/alteration to the schedule shall be governed as per final decision of Sr.DEE(OP)/CKP.

- 1 Work will be valid for 02 years(730 days) from the date of issue of LOA. In case contractor's job is found not upto the mark the railway authority would be at the liberty to terminate his contract at any time giving seven days and 48 hrs notice as per GCC.
- 2 The vehicle should not be older than three (03) years and must be the model of TATA SUMO/BOLERO or Equivalent (Non-AC). The age of the vehicle will be counted from the date of opening of tender. The Tenderer(s) must submit documents of valid Commercial Registration Number, Driving License, Pollution and Insurance before execution of work and also an indemnity Bond should be submitted by the contractor before execution of work to the CCC(E)/MOU.
- 3 The tenderer(s) shall engage his/her/their staff on all days including Sundays and holidays to run the vehicle round the clock. No transport work will be remained cancelled for non availability of vehicle or jeep driver or fuel. However, the staff engaged by the tenderer(s) should not be in intoxicated condition.
- 4 If the vehicle is out of order or not available for any other reason on tenderers account and other than railway account, an alternative vehicle in equivalent model and condition should be made temporarily available to the Railway, failing which a penalty of Rs.200/- (Two hundred) for the first hour and twice penalty for second hour and shall be multiplied for the subsequent hours will be imposed as per penalty clause. However, the permission for an alternative vehicle for a contract period must be approved by the Rly. Administration.
- 5 The approximate running time for the sections will be decided by the CCC/E/MOU. If the vehicle reaches the destination beyond the stipulated time without any valid reason (i.e. Closing of L/C gate, agitation, etc.) a penalty will be imposed as stipulated in penalty clause as per terms and conditions.
- 6 The tenderer(s) has to provide 02 (Two) vehicles for commencement of the work.
- 7 The vehicle supplied by the contractor should have permit/license issued by the concerned authority permitting use of the vehicle on hire and the Tenderer(s) shall be responsible for obtaining the same. Railways shall not accept any liability whatsoever in the matter. The vehicle should be ensured as per RTO rules as a passenger vehicle. The Tenderer(s) shall at his own cost arrange all road permits permission/approval from any authorities whatsoever, in connection with plying the vehicle. The above permit/driving license should be submitted to concerned CCC(E)/MOU before execution of start of the work. If require vehicle may move to other state and in that case road permit with other required documents for vehicles should always keep ready. No excuse will be taken into consideration and penalty will be imposed as per penalty clause.
- 8 The entire work will be executed round the clock under the supervision of CCC(E)/MOU. The driver must maintain logbook of all trips and Km. made by the vehicle and the signature with the purpose of journey of travelling crew, guard and inspecting official. However, the vehicle will be booked with the proper authority of CCC(E)/MOU. After completion of the log book monthwise of each vehicle, should be submitted to CCC(E)/MOU immediately failing which delay in payment will be the sole responsibility of the contractor.

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- 9 The lump-sum hiring charges include of all major / minor repairs, servicing, cost towards the driver's salary/allowances, all taxes/duties/incidental charges, toll taxes imposed by the Central/State or local bodies, etc.
- 10 Price escalation will not be admissible for increase in price of any items like fuel (i.e. Diesel/Petrol oil), lubricant (i.e. Mobil oil, brake oil, spare parts etc.). **Tenderer(s) should quote the rate keeping this in view for the total contract period.** Hence the price escalation for any item will not be considered by the Railway administration.
- 11 The tenderer(s) will not permit any person other than authorized railway employees to travel by the said vehicle. Railway's authorized staff to be permitted to travel in the vehicle with proper authority.
- 12 The vehicle driver should be in uniform on duty, having proper driving license and always carry identity card as per prescribed format of Railway Board duly signed by the competent authority. They should have in possession of one mobile phone for contact in case of emergency. Non-compliance of the condition, a penalty will be imposed as stipulated in penalty clause.
- 13 The vehicle must be maintained by the contractor in a satisfactory state at his own cost. The vehicle must always have a neat and presentable appearance.
- 14 The running condition of vehicle would be subject to monthly inspection by Railway authorities. The deficiencies pointed out by the Railway authorities will have to be rectified by the tenderer(s) immediately.
- 15 The tenderer(s) shall be responsible for compliance of all regulations and restrictions imposed under current motor vehicle act as applicable.
- 16 The tenderer (s) must ensure that all trips and Km. are recorded upto date. However, in the event of any ambiguity, the actual trips and Km. recorded by CCC(E)/MOU will be considered as final and binding. The payment shall be made as per actual Km. of trips recorded and certified by CCC(E)/MOU and countersigned by ADME(OP)/BNDM.
- 17 The basic quantity as shown in the tender schedule are only approximate and may vary in either side (above/below) to complete the work duly approved by the competent authority.
- 18 Tools, plants and equipment required for execution of the said work should be arranged by contractor.
- 19 Tenderer(s) should take all precautions for safety of his/their labour. The railway will not entertain any claim towards any accident whatsoever of the labour engaged by the tenderer(s). Also, labour employed will not have any claim towards employment in Railway organization at any point of time.
- 20 Prior to submitting the offer, tenderer(s) should inspect the site.
- 21 In case the tenderer(s) job not found up to the mark, the Railway administration would be at liberty to terminate the contract as per latest GCC for Works with latest amendment if any.
- 22 Security deposit of the tenderer(s) will be refunded after successful completion of the work and settlement of all the dues with no claim certificate of contractor and no objection certificate by the concerned railway authority i.e. CCC(E)/MOU and ADME(OP)/BNDM. If there is any loss/debit, it will be deducted according to the condition stipulated in the contract.
- 23 Payment will be made Quarterly, through RTGS/NEFT after successful completion of work based upon the log book maintained by the contractor and CCC(E)/MOU with the counter-signature of ADME(OP)/BNDM.
- 24 The labour employed by the Tenderer(s)'s shall not be less than 18 (eighteen) years of age.
- 25 Income Tax and other taxes admissible except GST will be recovered from the contractor's bills under the contract at source of payment. GST will be paid by the contractor as applicable with documentary evidence. Any other taxes levied by Govt. Of India from time to time shall also be deducted from the contractor's bill.

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26. PENALTY

- 26.1 If the vehicle is not available either on account of break down (including break down on run) or any other reason of contractor's account, an alternative vehicle in equivalent condition should be made temporarily available to the Railway, failing which, deduction will be made from the contractor's bill Rs.200/- (Two hundred) only for the first hour and twice penalty for second hour and shall be multiplied for the subsequent hours as per the example given below:
Penalty for 1st hour... Rs. 200/-
Penalty for 2nd hour... Rs. 200/- + 200/- = 400/-
Penalty for 3rd hour... Rs. 400/- + 400/- = 800/-
Penalty for 4th hour... Rs. 800/- + 800/- = 1600/-
Penalty for 5th hour... Rs. 1600/- + 1600/- = 3200/- and so on.
- 26.2 If the vehicle reaches the destination beyond the stipulated time without any valid reason (i.e. Closing of L/C gate, agitation, etc.) a penalty of Rs. 500/- (Five hundred) will be levied for each delay.
- 26.3 If any inspecting Railway official during inspection finds deviation in terms and conditions regarding uniform, identity card, vehicle condition, misbehavior by the driver, invalid license, incomplete log book and other required documents etc a penalty of Rs.1000/- (One thousand) will be levied for each occasion.
- 26.4 During the contract period and/or before passing of final bill if any complaint regarding non-payment of Salary/EPF/ESIC and any other labour obligation is received by the railway administration from the engaged labourer and/or from the consignee, the contractor is liable for a penalty @ Rs 15000/- for each such complaint.
- 26.5 No staff/labour deputed should consume alcoholic liquor during duty or 8 hrs prior to duty. If any staff is found in drunken condition, he will be immediately prohibited from work and suitable replacement to be made immediately. In such incidents contractor is liable for a penalty @ Rs.10000/- in each case.
- 26.6 The GPS system provided in the vehicle should be in workable condition round the clock. There should be a stand by GPS system and if any fault occurs in the system, then it should be immediately replaced by the stand by GPS system. If the contractor fails to replace the same within 02 hrs then penalty will be imposed as mentioned below.
Penalty for 1st hour.... Rs. 2000/-
Penalty for 2nd hour.... Rs. 2000/- + 2000/- = 4000/-
Penalty for 3rd hour.... Rs. 4000/- + 4000/- = 8000/-
Penalty for 4th hour.... Rs. 8000/- + 8000/- = 16000/-
Penalty for 5th hour.... Rs. 16000/- + 16000/- = 32000/- and so on.
N.B :- Penalty against GPS not working will be imposed along with penalty amount as per 26.1 if vehicle gets withdrawn because of GPS fault.

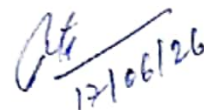
Points to be taken care in submission of bids

Declaration regarding Non-Blacklisted or debarred by Railways:

An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

Declaration regarding non-deployment of Bangladeshi / Rohingyas or any other foreigner:

Non deployment of Bangladeshi / Rohingyas or any other foreigner as a staff for Railway work in India as per Railway Board's letter No. 2019/Sec.(Int.)/51/7/2-23, Dated. 16.08 2021.
Declaration regarding this has to upload as per attached format in Document tab.


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GST:

(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause - 37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineers.

(ii) Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/Integrated Goods and Service Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful tenderer who is liable to registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(Authority: Rly. Bd's Letter No. 2017/CE-I/CT/4/GST, Dtd. 23.06.2017)

Wages, EPF & ESI and Shramik Kalyan Portal:

A. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of Indian Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'.

Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

(a) Contractor shall apply for one time registration of his company/firm etc. In the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.

(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.

B. 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 Engineer or Engineer's representatives that " I have uploaded the correct details of contract labours engaged in connection with this contract vide LOA No..... for the work ofand payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' tillMonth.....Year".

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C. As per GCC para No. 55-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act-1952, The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. EPF & ESI for individual contractor's staff must be remitted to appropriate level. Periodical verification of the EPF & ESI amount deposited by the contractor will be done by Railway administration. The contractor should ensure compliance the **Payment of Bonus Act, 1965**. The contractor must submit the document in regard to remittance of the same along with every On Account bills/Final bill, failing which payment may be withheld.

D. Vehicle should be GPS-Enabled for Crew Transportation:

• Contractor must ensure that all the vehicles are GPS/App-enabled, so that the status of vehicles at any point of time is available with the core group. GPS/APP should have following features :-

- * Connect your GPS tracker and track it online.
- * Download free mobile tracking apps for both Android and iOS platform and it should have feature to track through internet browser.
- * Track: Car, Van and Jeep.
- * 99.99% server up time guarantee for Real-Time Tracking
- * 24/7 tech support.
- * 4G/5G Technology for Faster Data Transmission.
- * Geo-Fencing & Ignition Alerts.
- * Over Speeding Alerts
- * Live GPS Tracking and Travel History Data.
- * Historical trip data, Day, Month, year wise and should be download in excel sheet or pdf format Must be available in the App or through internet browser.
- * App should have a feature of entering Driver's name and passenger Name for every trip and should be mapped with trip detail report.
- * Contractor should ensure working of GPS System, recharge of SIM or maintain validity of SIM installed in it, 24*7 during the contract period. In case of any GPS System not working, contractor should be responsible and provide standby GPS system without delay in the vehicle during contract period.

E. PF & ESI

PF & ESI registration number of individual staff must be submitted on or before execution of agreement.

EPF & ESI for individual contractor's staff must be remitted to appropriate level as per the Govt. rule. Periodical verification of the EPF & ESI amount deposited by the contractor will be done by Railway administration. The contractor must submit the document in regard to remittance of the same along with every On Account bills/Final bill, failing which payment may be withheld.

EPF/ESIC statement for all labour as per agreement condition and with reference to the EPF and ESIC of rate schedule of agreement. The amount availed as rebate/subsidy provided by the Central Govt. should be reduced from the total amount payable towards EPF and ESIC form from the bills.

The payment towards EPF & ESIC will be made on the basis of reimbursement furnishing authenticated documentary evidence only. If any shortfall in EPF and ESIC for the bill period is found, the same should be withheld/deducted from the bills.

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As per SDGM's Office letter No. G.130/C/2018/09/01720/NIK/397, Dtd. 18.03.2021, the GST will not be applicable on PF & ESI. Hence, the payment will be made without GST for the PF & ESI.

All direct or indirect costs and obligations pertaining to employment of specialized manpower will be borne by contractor under the turnkey scope of work.

F. GST

(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate.

(ii) Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/Integrated Goods and Service Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful tenderer who is liable to registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(Authority: Rly. Bd's Letter No. 2017/CE-I/CT/4/GST, Dtd. 23.06.2017)

G. Bonus : The contractor should ensure compliance the Payment of Bonus Act, 1965.

H. Ministry of Railways vide their letter under ref. emphasize on the above captioned matter that Government of India has introduced major labour reforms and has on 21.11.2025 notified new Labour Codes which have become effective from the date of notification. It is imperative to ensure full compliance with statutory labour law provisions in respect of employees and contract labour engaged across Railways and Railway PSUs. The following key areas require immediate attention and strict implementation. (Authority: **Railway Boards Letter No.2026/E(LL)/AT/CNR/5 Dated 11.05.2026**).

I. Timely Payment of Wages :

All contractors must ensure disbursement of wages within the prescribed time limits without any delay. Monitoring mechanisms may be strengthened to prevent instances of wage withholding or irregular deductions. The time limits for payment of wages for different wage periods as per Code on Wages 2019 for all workers and contract workers is as under.

Wages Period	Time limit for Payment of Wages
Daily	End of shift
Weekly	Before weekly holiday
Fortnightly	Within 2 days of end of fortnight
Monthly	Within 7 days of next month

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II. Issuance of Appointment Letters :

Every employee and contract worker should be provided with a formal appointment letter clearly outlining terms and conditions of employment. This promotes transparency and safeguards the rights of workers and this should be ensured by all principal employers as mandated by The Occupational Safety, Health and Working Conditions Code, 2020. A proforma of the appointment letter is enclosed as **Annexure I**.

III. Issuance of Wage Slips.

To ensure accountability and clarity in wage disbursement, wage slips must be issued to all employees and contract labour at the time of wage payment, detailing earnings, deductions, and net payable amount as per Code on Wages, 2019. A proforma Wage Slip is enclosed as **Annexure II**. In case appointment letter and wage slips are being issued with fields mentioned in the above indicated formats, the same may be continued to be used.

IV. Provision of Welfare Facilities.

The occupational safety, Health and working conditions code, 2020 mandates that the Principal Employer must ensure that statutory welfare facilities such as drinking water, sanitation, rest areas, crèche and first aid are adequately provided to all contract labourers at the worksites. The concerned CCC(E) & DEE/ADEE should ensure the same and regular inspections should be conducted to ensure compliance.

V. Grievance Redressal Mechanism for Contract Labour:

A structured Grievance redressal system must be established for contract workers. A committee consisting of representative of Principal employers [Concerned CCC(E)] and Contractor may be constituted at appropriate level to address complaints promptly and ensure fair resolution within a period of 30 days.

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**Letter of appointment to employee under clause (f) of sub-section (1) of
Section 6 of Occupational Safety, Health and Working Conditions (OSH
&WC) Code, 2020**

(To be issued in English or Hindi and in local language)

Format for Appointment Letter

- i. Name of employee
- ii. Date of birth:
- iii. Father's / Mother's name.
- iv. Aadhaar number (after obtaining consent).
- v. Labour Identification Number (LIN) of the establishment:
- vi. Universal Account Number (UAN) and / or Insurance Number (ESIC) (if available):
- vii. Designation:
- viii. Type of Employment (Regular/Fixed-term-employment/Contractual).
- ix. Category of skill:
- x. Date of joining:
- xi. Wages/Basic/Pay and Dearness Allowance:
- xii. Other allowance including accommodation whichever is/are applicable:
- xiii. Applicability of social security [Employees' Provident Fund Organization (EPFO) and Employees' State Insurance Corporation (ESIC)] benefits:
- xiv. Broad Nature of duties to be performed:
- xv. Benefits available under chapter VI (Maternity Benefit) of Code on Social Security, 2020 (in case of women employee)
- xvi. Any other information:

Signature / Digital Signature
Employer

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Issuance of Wage Slip under Section 50(3) of Code on Wages, 2019

FORM – VIII-C
(See rule 156)
Format for Wage slip

Date of issue

Name of the Establishment

Address

Period

1.	Name of the Employee:			
2.	Father's/Mother's/Spouse's Name			
3.	Designation			
4.	UAN			
5.	Bank Account Number			
6.	Wage period			
7.	Rate of wages payable	a) Basic	b) D.A.	c) other allowances
8.	Total attendance/unit of work done			
9.	Overtime wages			
10.	Gross wages payable			
11.	Total deductions	a) PF	b) ESI	c) Others
12.	Net wages paid			

*Employer/Pay-in-charge signature

*Note: Required in case register is maintained physically.

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ADDITIONAL SPECIAL CONDITIONS

- 1 Hiring of two (02) nos. of Non-AC road vehicles (Tata Sumo/Bolero or similar) for transportation of Crew and Guard with their belongings from MOU lobby to any station and back when and where required round the clock for two years.
The vehicle should run from MOU lobby to any station and back when and where required round the clock as per the requirement of Railway Administration for two years. If required by railway administration the vehicle can move to any state. Then contractor is liable to collect road permit for that state and railway will not pay for collection of any road permit or other necessities.
- 2 The Tenderer(s) shall be responsible for compliance of all regulations and restrictions imposed under current motor vehicle act as applicable.
- 3 During Bandhs (i.e. Bharat bandh, Jharkhand bandh, Odisha Bandh, etc.) the contractor's vehicle will run with proper R.P.F protection if required.
- 4 Post Payment Audit : It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts, etc. and to make a claim on the Contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.
- 5 It would be binding on the contractor to continue the contract exactly in the manner as per contract conditions beyond the expiry of the contract period for a period of **six months** or till finalization of the next contract whichever is earlier, if Railway Administration desires.
- 6 The variation in extent of Contract shall be governed as per Clause No.42 of GCC-2022 for Works Matter with latest amendment if any.
- 7 Price variation clause is not applicable for this work as per GCC Works-2022 with latest amendment if any.
- 8 In case of any emergency, sudden failure etc the Railway staff other than crew and guard are liable to use the vehicle when and where required as per instruction of CCC(E)/MOU or ADME(OP)/BNDM.
- 9 All other charges of Central Govt/State Govt/any other authority, if any, are borne by the successful tenderer.
- 10 No extra payment shall be made on account of increase/decrease in the rate of Fuel, lubricants, labour wages or any other taxes etc.
- 11 In the event of the breakdown of the vehicle en route, the cost and responsibility of transporting the incumbent of the vehicle to his destination shall be borne by the contractor.
- 12 First Aid Box with all necessary consumable items should be made available all the time by the Contractor and periodically he/they should inspect and recoup the same and necessary entry should also made in Log Book. The driver's and passenger's safety belts should also be provided by the contractors. Damaged, broken and over aged belt should also be replaced by the contractor.
- 13 In case the vehicle is detained out of station overnight, the railway will provide no accommodation & no night duty allowance nor any compensation or whatsoever for driver and contractor.
- 14 Speedometer with Kilometer reading of the vehicle should be working perfectly during the complete contractual period and prior intimation regarding reading of speedometer should be given to consignee before any repair/maintenance thereof.
- 15 The tenderer(s) shall engage his/her/their staff on all days including Sundays and holidays to run the vehicle round the clock. No transport work will be remained cancelled for non availability of vehicle or jeep driver or fuel. However, the staff engaged by the tenderer(s) should not be in intoxicated condition.
- 16 Contractor has to safeguard the vehicle against theft, pilferage, damage etc. till the completion of the contract and Railway will not be responsible against theft, pilferage, damage etc.
- 17 Weekly Rest, compensatory rest, leave etc. for the manpower engaged by the contractor shall be arranged by the contractor at his own cost and the rates shall be quoted accordingly.
- 18 Name of the crew and guard with CMS ID should be filled up by the on-duty CC(Shift) or any railway authorities in the log book of vehicle while sending pilot the crew & guard or arrived by the vehicle. Crew and guard should sign in the logbook of vehicle while piloting.
- 19 Any alteration/addition of the above terms and condition during execution of the contract. Sr.DEE(OP)/CKP is the competent authority to do so with the consent/information of the concern tenderer(s).

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- 20 The staff provided by the contractor shall not be deemed employees of the railway hence the compliance of the applicable labour laws and acts i.e. the Minimum Wages Act, Payment of wages Act PF, ESIC Act, Payment of Bonus Act, Contract Labour (R&A) Act and Other relevant laws will be sole responsibility of Tenderer/Contractor and railway will no way be responsible for any violation or liabilities in this regard.
- 21 The tenderer(s) shall comply with the Provision of 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 and shall also indemnify the Railway from and against any claim under the aforesaid Acts and Rules.
- 22 Tenderer (s) should take all precaution for safety of his/their Labour. The railway will not entertain any claim towards any accident whatsoever of the Labour engaged by the contractor. Also, the Labour employed will not have any claim towards employment in Railway organization at any point of time.
- 23 The medical check up of each and every staff deputed by the contractor should be done through Sr.DMO/DMO/SER/BNDM or his authorised doctors after every six months. Unhealthy/unfit person certified by the Medical Officer should be replaced by the contractor immediately. Contractor has to get the medical check up of his staff done through Sr.DMO/DMO/SER/BNDM or his authorized doctors if the Railway Administration desires so. Contractor has to pay the charges for medical check up.
- 24 No accommodation etc. will be provided to the contractor for his staff and other materials.
- 25 Every staff should come on duty in time with uniform and should handover the charge to his reliever properly at the time of off duty.
- 26 No staff should come on duty in intoxicated condition and should not misbehave with the running staff, other Railway staff or outsiders.
- 27 Inspections may be carried out by Railway Administration, Supervisors, Officers and any other Railway employee authorized for Inspection. The tenderer(s) shall arrange proper conduct of Inspection.
- 28 The tenderer(s) shall be responsible to ensure compliance with the provision of the minimum wages Act as modified upto date (hereunder referred to as the Act) and the rules made there under in respect of any employee employed by him directly or through petty contractors, sub-contractors for the purpose of carrying out this contract.
- 29 The tenderer(s) in addition to any indemnity provided by law, shall indemnify the Railway administration against all liabilities what so ever, to pay compensation under workmen compensation Act-1923, or any amending Act in respect of any accident, to any labour employed by or under the contractor, of the compensation in respect of any claim arising out of this or in the course of work contemplated by the contractor whether made or preferred by or on behalf of the workmen or employees of the Railway administration or on the contractor, firm or person whatsoever and against all cost charges and expenses incurred or suffered by the Railway administration in or about any such matter, and the contractor agrees that the amount due to him under his bills and his security deposit made in terms of this Agreement shall be security for full indemnity.
- 30 The tenderer(s) shall conform to all laws, bye laws rules and regulations or the time being in force pertaining to the employment of local or imported Labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or sub-Contractors on the works.
- 31 The tenderer(s) shall submit a certificate along with the periodical bill for payment to the effect that they have complied all provisions of Contract Labour Act 1970 with latest modifications, Minimum wages Act, and all other statutory obligation pertaining to this contract.
- 32 All expenses in drawing up agreement, and stamp duty if any will borne by the Railway administration
- 33 Sufficient manpower to be deputed to execute the work since this work is directly related for transportation of crew and guard round the clock.
- 34 The Labours deployed by the contractor for the entire work must have individual Bank account in their own name. The payment to the Labour by the contractor shall be made as per the latest minimum wages issued from Chief Labour Commissioner (C) through bank accounts of the individual Labour only.
- 35 **Departmental measurement has to be drawn by CCC(E)/MOU in the IRWCMS portal with the approval of concerned ADEE or ADME and acceptance of the contractor for further billing purpose.**
- 36 **Log Book registers should maintain as per format duly showing of vehicle number and should be submitted with the bills as per the format of Annexure-A. A kilometer gist daywise should be prepared and signed by contractor, CCC/E/MOU & concerned ADEE or ADME while preparing Measurement. Kilometer Gist must match with the logbook positively. Joint Measurement certificate should also be prepared as per given format while processing bill.**
- 37 Tenderer must submit police verification of the staff engaged in this work to CCC(E)/MOU. The Contractor should ensure that the person employed by him does not have any criminal background & political affiliation.
- 38 **Tenderer should quote the rate by taking into consideration all the conditions as stipulated in Terms and Conditions of contract.**
- 39 **Railway Board's Letter No.2026/E(LL)/AT/CNR/5 dated 11.05.2026 shall be applicable for this tender regarding labour law.**

Atk
19/06/26

Format for log book register of Vehicle No.

Date	Name of the crew & guard with CMS ID	Train No.	Vehicle Dep From with timing	Vehicle Arr To with timing	Opening Km reading & closing Km reading of the vehicle	Tripwise km	Signature of the Crew/Guard	Signature of the vehicle driver	Signature of CCC(E)/MOU and Gazetted officer

JOINT MEASUREMENT CERTIFICATE

Name of the work : Hiring of two (02) nos. of Non-AC Road vehicles (Tata Sumo/Bolero or similar) for transportation of crew and guard with their belongings from MOU to any station & back when and where required round the clock for 730 days

LOA No. :

Agreement No. :

Billing Period :

Sch. No.	Name of item	Quantity as per LOA	Unit	CC-I On A/C From To	CC-II On A/C From To	Cumm. Qnty	Remarks
Schedule-A (Per month Lump-sum hiring charges for two vehicles at MOU Lobby)							
A	Hiring of two (02) nos. of Non-AC Road vehicles (Tata Sumo/Bolero or similar) for transportation of crew and guard with their belongings from MOU to any station & back when and where required round the clock.						
Schedule-B (Transportation of fuel charges at MOU lobby)							
B	Fuel charges for two vehicles Total 306600 km for 730 days (420 km per day)						

Signature of contractor
with date and seal /stamp

Signature of CCC(E)/MOU
with date and seal / stamp

Signature of ADME(OP)/BNDM
with date and seal / stamp

Signature
17/06/26