

GENERAL INSTRUCTIONS FOR CONTRACT

1. This is a service contract and is a Rate Contract for engagement of agency for hiring of manpower for providing the services of Attendant in lieu of TADK for the officers of Kharagpur division of South Eastern Railway for a period of 02 (two) years (24 months).
2. The tender documents are uploaded in IREPS portal. Railway Administration shall not be responsible for any delay/difficulties/inaccessibility of IREPS portal facility for any reason what so ever. No manual tender shall be accepted. No post tender correspondence shall be entertained after closing of tender even suo moto post tender letters of the tenderers shall be treated as null/void.
3. The tender is governed by General Conditions of Contract for Service 2018 issued by Railway Board with latest amendments and Special Conditions of Contract. If any terms of tender documents contradicts the terms of GCC of services, in such case GCC for service 2018 will prevail. However, wherever the terms of GCC for services contradicts with the Special conditions of Contract of tender documents, in such case Special Conditions of Contract will prevail. The bidder must go through General Conditions of Contract for services 2018 (available at www.indianrailways.gov.in) and Special Conditions of Contract before quoting the rates.
4. If the date of opening of tender happens to be a BANDH or Holiday, the tender will be opened at the same time on the following working day.
5. The bidders are required to observe the website to find out if any correction slips issued subsequent to uploading of the Tender. Railway reserves the right to make any additions/alterations to the tender uploaded and issue corrigendum to the same effect. In case the bidders fails to take note of the above corrigendum, the additions and alterations entered/effectuated in the corrigendum shall be binding upon the bidders and no claim what so ever will be entertained by Railway.
6. The bidders before submitting tender, must be agreed by careful examination, satisfied herself as to the nature, scope and location of the services, the type/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.
7. The intending tenderer is advised to study the tender papers carefully and also acquaint himself with the nature of work and matters pertaining thereto. Submission of tender shall be deemed to have done after careful study and examination of tender papers with full understanding of implications thereof.

8. Consignee shall mean Senior Divisional Personnel Officer, Kharagpur, South Eastern Railway.
9. Right of Railway to Deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender. No bidder(s) shall demand any explanation for the cause of rejection of his/her tender. The Railway is not obligated to assign reasons for declining to consider or reject any particular tender or tenders.
10. The EMD shall be paid at prescribed rate and must be enclosed along with the Tender Documents. Those who are exempted shall submit the supporting documents. The Earnest Money of the successful bidder will be returned after the submission and verification of the Performance Guarantees. The Earnest Money of other bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
11. If the tenderer(s) deliberately gives/give wrong information in her/their tender or creates/create circumstances for the acceptance of her/their tender, the Railway reserves the right to reject such tender at any stage.
12. The tenderer whose tender is accepted shall be required to appear at the office of the Senior Divisional Personnel Officer, Kharagpur, South Eastern Railway in person (or if Firm or Corporation a duly authorized representative) and to execute the contract documents within seven days of the call issued by the Officer. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money (EMD) accompanying the tender shall stand forfeited by the Railway without prejudice to any other rights or remedies.
13. The railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the railway there under.
14. If any information submitted by the tenderer is found to be false, forged or incorrect at any stage, the contract shall be liable for termination. The Performance Guarantee and Security Deposit available with the Railway Administration shall be liable to forfeiture. Further action, including banning of business dealings, may be taken against the contractor as per extant Railway rules and procedures. GCC for Services 2018 shall be followed.

15. The Contractor shall indemnify and save harmless the Railway, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, her agents or employees, in the execution of the service/works wherever applicable or in her guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or any damage shall have been sustained.
16. The successful bidder has to submit Performance Guarantee @5% of the accepted contractual value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA) but before the signing of Contract Agreement, in all the forms as given in GCC for services 2018. Performance Guarantee has to be submitted by successful bidder in favour of **FA&CAO/GRC/SER**.
17. The successful bidder shall be required to execute an agreement with the President of India acting through the Sr.DPO/KGP/S.E.Railway for carrying out the work according to Standard General Conditions of contract, Special Conditions/Specifications of the tender and scope of work.
18. **Power of Modification to Contract** – The Administration acting through Sr.DPO/KGP on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the services or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination thereof or to order any additional service to be done or any services not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done against a specific order.
19. The contractor is required to submit Police Verification certificates for all contractual staff that will be engaged for delivery of service prior to the engagement.
20. The tenderer shall abide by all Railway regulations in force from the time being and ensure that his representatives and workmen follow the same.
21. In the event of any tenderer whose tender is accepted and he/she refuses to execute the contract documents as herein before provided, the Railway may determine that such tenderer has abandoned the contract and there upon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to ban the bidder from submission of bids in any work/service tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform.
22. Tender value is inclusive of GST @18%. Any further change in GST structure shall be applicable.

23. Contractor shall comply all relevant statutory laws of Central and State Government including, Contract Labour Regulation and Abolition Act 1963, Workmen's Compensation Act 1923, Payment of Wages Act 1963, Hours of Employment Regulation Act 1951, Provident Fund Act 1952, Child and Adolescent Labour (Prohibition and Regulation) Act 1986 and other relevant Labour Laws and Acts, in force and as amended from time to time.
24. In case the tenderer withdraws his offer within the validity period of his offer or fails to undertake the contract after acceptance of his tender, the full earnest money shall be forfeited.
25. The earnest money of the unsuccessful tenderers shall save as here-in-before provided be returned to the unsuccessful tenderers within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest there on.
26. The tenderer should not be bankrupt or insolvent and should submit a declaration at the time of bidding.
27. The contractor has to register on Shramik Kalyan Portal and e-Shram Portal and submit the wage details every month on the portal and submit the documentary evidence of compliance regarding the above to Railway Administration.
28. Bidders shall certify that they are not blacklisted or debarred or banned by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in Bids/contract on the date of opening of bids.

