

**KHARAGPUR DIVISION-PERSONNEL/SOUTH EASTERN RLY  
TENDER DOCUMENT**

**Tender No:** KGP-TADK-JUNE-2026

**Closing Date/Time:** 07/07/2026 15:00

**Sr.DPO** acting for and on behalf of The President of India invites E-Tenders against Tender No **KGP-TADK-JUNE-2026** Closing Date/Time 07/07/2026 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

**1. NIT HEADER**

<b>Name of Work</b>	"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)."		
<b>Bidding type</b>	Normal Tender		
<b>Tender Type</b>	Open	<b>Bidding System</b>	Two Packet System
<b>Tender Closing Date Time</b>	07/07/2026 15:00	<b>Date Time Of Uploading Tender</b>	15/06/2026 18:45
<b>Pre-Bid Conference Required</b>	No	<b>Pre-Bid Conference Date Time</b>	Not Applicable
<b>Advertised Value</b>	26090366.40	<b>Tendering Section</b>	COMPUTER
<b>Bidding Style</b>	Single Rate for Each Schedule	<b>Bidding Unit</b>	
<b>Earnest Money (Rs.)</b>	280500.00	<b>Validity of Offer ( Days)</b>	60
<b>Tender Doc. Cost (Rs.)</b>	0.00	<b>Period of Completion</b>	24 Months
<b>Contract Type</b>	Service - General	<b>Contract Category</b>	Expenditure
<b>Bidding Start Date</b>	23/06/2026		
<b>Are JV allowed to bid</b>	Yes	<b>Number of JV Member Allowed</b>	2
<b>Are Consortium allowed to bid</b>	No	<b>Number of Consortium Member Allowed</b>	0
<b>Ranking Order For Bids</b>	Lowest to Highest	<b>Expenditure Type</b>	Revenue

**2. SCHEDULE**

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
<b>Schedule () A-Monthly Remuneration (Including GST @ 18%)</b>							22837248.00	Above/ Below/Par
01	RMN	672.00	Man-Month	33984.00	22837248.00	AT Par	22837248.00	
	<b>Description:-</b> Bidders are advised not to quote their rates for Schedule A. Monthly Remuneration to be paid to 28 numbers of attendants in lieu of TADK for the officers of KGP division of South Eastern Railways i.e. minimum pay of level-1 of 7th CPC (Rs 18000/-) + Applicable DA (@ 60% as on date), including GST @ 18%. Remuneration will change with change in DA. Bidders are advised to not to quote against this schedule, otherwise the offer will be summarily rejected.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
<b>Schedule () B-Statutory EPF (Including GST @ 18%)</b>							1546272.00	Above/ Below/Par
01	EPF	672.00	Man-Month	2301.00	1546272.00	AT Par	1546272.00	
	<b>Description:-</b> Bidders are advised not to quote their rates for Schedule B. Statutory EPF i.e. Employer's contribution @ 13% of basic wage calculated on monthly ceiling of Rs. 15000/- (including GST @ 18%). (Bidders are advised to not to quote against this schedule, otherwise the offer will be summarily rejected)							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
<b>Schedule () C-Service charges, calculated considering maximum service charge @ 7% (Including GST @ 18%)</b>							1706846.40	Above/ Below/Par
	SRV	672.00	Man-Month	2539.95	1706846.40	AT Par	1706846.40	

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01	<b>Description:-</b> Bidders are advised to quote their rates for Schedule C only. The rates of this schedule is as per Maximum service charges @ 7%. However, Minimum service charge is @ 3.85% (Including transaction charges) (GST @ 18%). Bidders quoting service charges lower than applicable minimum service charges i.e. 3.85% and quoting service charges more than applicable maximum service charges i.e. 7%, shall be summarily rejected.
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**3. ITEM BREAKUP**

No item break up added
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**4. ELIGIBILITY CONDITIONS**

**Important :** All documents uploaded and remarks / confirmation entered by the bidders against any eligibility condition shall be opened as part of technical bid only

**Special Financial Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	T1- Financial Turnover- The firm should have received contract/contracts amount equal to or more than 150% of the annual advertised tender value in last three financial years including the current financial year. The audited balance sheet reflecting financial turnover certified by the chartered accountant with his/her stamp, signature and membership number shall be considered.	No	No	Allowed (Mandatory)
1.1	T-2 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 of other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid. 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.	No	No	Allowed (Mandatory)
1.2	The balance sheet and all other financial documents attested/certified by CAs to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further reference.	No	No	Allowed (Mandatory)
1.3	i) Bidders may upload the document for Financial Data duly certified by chartered accountant with her stamp, signature and membership number in the sample format in Annexure-J. ii) Sample format for banking reference for liquidity in Annexure-K.	No	No	Allowed (Optional)
1.4	In case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.	No	No	Allowed (Optional)

**Special Technical Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Work Experience - The agency should have completed at least one work of *similar nature in last 3 financial years including the current financial year upto date of opening of the tender, one similar single service contract for minimum value of 35% of the annual advertised value of tender. (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.)	No	No	Allowed (Mandatory)
1.1	The bidder shall submit details of work completed/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. Format for Work Completion Certificate is as per Annexure-A.	No	No	Allowed (Mandatory)

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1.2	*Similar work shall mean: "Supply of manpower (Attendant/Housekeeping) to any Central/State Government Organizations/PSU/Autonomous bodies."	No	No	Not Allowed
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**Bidders shall confirm and certify on the behalf of the tenderer including its constituents as under:**

S.No.	Description
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.ireps.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 along with 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 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 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 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)

**Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.**

S.No.	Description
1	<b>Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.</b> Please submit a certificate in the prescribed format (please download the format from the link given below). Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. ( <a href="#">Click here</a> to download the Format of Self Certification)

**5. COMPLIANCE**

**Important :** All documents uploaded and remarks / confirmation entered by the bidders against any compliance condition shall be opened as part of technical bid only.

**Commercial-Compliance**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Mandate form to be submitted with this tender document duly verified from the bank.	No	No	Allowed (Mandatory)
2	PAN details should be attached.	No	No	Allowed (Mandatory)
3	The tenderer must upload a copy of GSTIN Registration No. with the tender document.	No	No	Allowed (Mandatory)
4	The tenderer must upload a copy of EPF registration No. with the tender document.	No	No	Allowed (Mandatory)
5	MSME certificate, if applicable.	No	No	Allowed (Mandatory)

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6	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)
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**General Instructions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	If the tenderers deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.	No	No	Not Allowed
1.1	The submission of a Tender by a tenderer(s) shall be deemed to imply and will be considered as he has read, understood and abided by ALL the terms and conditions, specification, rules/Laws stated therein.	No	No	Not Allowed
1.2	Rates quoted should be inclusive of all taxes including GST (Goods and Service Tax) as applicable (as per extant rule). The tenderer must upload a copy of GSTIN Registration No. with the tender document	No	No	Not Allowed
1.3	Should a tenderer find the discrepancies in, or omissions from the drawings or any of the tender forms or should be in doubt as to their meaning, he should at once notify the authority inviting tenders who may issue a corrigendum. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful tenders shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.	No	No	Not Allowed
1.4	All offers shall be uploaded in the website through authorized digital signature of bidders/contractors along with submission of cost of tender document and Earnest money deposit (EMD). The cost of the tender document form and EMD should not be clubbed together and must be paid separately through online gateway facility provided (www.ireps.gov.in portal only) within stipulated date and time of tender closing. IREPS website should be monitored for any update or changes. Noncompliance with any of the conditions set forth therein above is liable to result in the tender being rejected.	No	No	Not Allowed
2	The tenderers shall keep the offer open for a minimum period as mentioned in NIT from the date of opening of the tender, within which the tenderers cannot withdraw their offer, subject to the period being extended further if required, by mutual agreement from time to time. Any intervention of the above condition will make the tenderer liable for forfeiture of his Earnest Money/Bid Security for due performance of the foregoing stipulation.	No	No	Not Allowed
2.1	Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the tenderer. If necessary, the Railways will obtain clarification on the offers by requesting for such information from any or all the tenderer, in writing as may be considered necessary. Tenderer will not be permitted to change the substance of their offers after the offers have been opened.	No	No	Not Allowed
2.1.1	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/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.	No	No	Not Allowed

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3	Execution Co-Relation And Intent Of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of the services. Materials or works/services not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the contractors unless distinctly specified in the contract documents. Materials or works/services described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognised standards.	No	No	Not Allowed
3.1	Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.	No	No	Not Allowed
3.2	Communications To Be in writing: All notices, communications, 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.	No	No	Not Allowed
4	EARNEST MONEY DEPOSIT (EMD): The bidders shall be required to deposit earnest money with the Bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid, under the conditions of Bid. The EMD will be @ 2% of the estimated cost i.e. 5,21,810/- (Five lakh Twenty-one thousand Eight hundred and Ten rupees only).	No	No	Not Allowed
4.1	If the Bid is accepted, this earnest money (as mentioned above) will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of GCC-Service (2018). 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.	No	No	Not Allowed
4.2	The Earnest money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.	No	No	Not Allowed
4.3	Exemption for MSEs for EMD will be as per GCC of service 2018.	No	No	Not Allowed
4.4	The GCC for the services 2018 will be followed in any matter related PG or any other conditions of the contract.	No	No	Not Allowed
5	Performance Guarantee: The successful bidder shall submit the Performance Guarantees (PG) at a rate of 5% of contractual value within 30 days of issue of the Letter of Acceptance (LOA) , but before signing of the contract agreement. These PGs shall be initially valid upto 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. (Late submission of PG will be governed by clause 4.11 of GCC for services 2018).	No	No	Not Allowed
5.1	The GCC for the services 2018 will be followed in any matter related PG or any other conditions of the contract.	No	No	Not Allowed
6	Execution of Contract Document : The Bidder whose bid is accepted shall be required to appear in person at the office of concerned Manager, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract document within 7 days after receipt of notice issued by the Railway that such documents are ready; and failure to do so shall constitute a breach of the agreement affected by the acceptance of the bid in which case the Railway may determine that such Bidder has abandoned the contract and there upon her bid and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money of the bid and performance guarantees for the bid available with the Railway.	No	No	Not Allowed

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7	Partnership Deeds, Power of Attorney Etc.: In case of a firm not registered under partnership Act. II, the power of attorney duly authorized by all of them should sign the tender and other connected document. A copy of the document empowering the individuals to sign should also be sent with the tender. In any case, Tenderer should disclose his constitution fully & copies of all necessary legal documents in support thereof should be submitted with the tender & originals thereof should be produced as and when called for any individual signing the tender or other documents connected there with should specify whether he is signing. i) As sole proprietor of the firm or his attorney or ii) As a partner or partners of the firm, or iii) For the firm as per procreation, or iv) As a Director, Manager or Secretary in the case of limited Co.	No	No	Not Allowed
8	Dispute: Any dispute arising out of interpretation of Drawings, specifications or any terms and conditions including special condition of the contract or arising during the execution of the work/contract, shall be settled by Railways and his decision shall be final and binding on the contractor/tenderer(s).	No	No	Not Allowed
9	Agreement: The successful tenderer(s) shall be required to execute an agreement with the President of India acting through Senior Divisional Personnel Officer/Kharagpur of South Eastern Railway for carrying out the work according to Special conditions of contract and General Conditions of contract as amended/corrected up to correction slip Successful tenderer(s) shall have to execute Agreement in the standard form within 07 days after receipt of notice issued by the Railway that such documents are ready. If the tenderer(s) fails or refuses to enter into such agreement after having been informed in writing, the Railways shall be entitled to forfeit the earnest money and the work will be executed without his risk and cost.	No	No	Not Allowed
10	Legal Obligations: The contractor shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under: •Contractor Labour (Regulation and Abolition) Act, 1970 •Minimum Wages Act, 1948 •Payment of Wages Act, 1936 •The Workman's Compensation Act, 1923 •Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 •Employees' State Insurance Act, 1948 •Employees' Pension Scheme, 1995 •Factories Act, 1948 •Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993 •Child Labour Act, 1986 •Apprentices Act, 1961 •Equal Remuneration Act, 1976 •Safai Karamcharis Act, 1993 •Industrial Disputes Act, 1947 •Maternity Benefit Act, 1961 •Trade Unions Act, 1926 •Payment of Bonus Act, 1965 •Payment of Gratuity Act, 1972 •Industrial Employment (Standing Orders) Act, 1946 •Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	No	No	Not Allowed
11	Determination of Contract: Right of Railway to determine the Contract : The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and/ or of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof. (Clause 7.1 of GCC for services 2018)	No	No	Not Allowed
11.1	Payment on Determination of Contract: Should the contract be determined under clause 7.1 of GCC and the Contractor claims payment for expenditure incurred by her in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Manager. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.	No	No	Not Allowed
12	Accommodations and Railway Passes: No accommodations shall be given to any contractor(s) or staff/supervisors for the purpose of stay. Also, no Railway pass / PTO shall be given to them.	No	No	Not Allowed

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13	Dispute in specification: Any dispute arising out of interpretation of Drawings, specifications or any terms and conditions including special condition of the contract or arising during the execution of the services/contract, shall be settled by Railways and his decision shall be final and binding on the contractor/tenderer(s).	No	No	Not Allowed
14	Contractor will nominate a representative/supervisor-in-charge who will maintain liaison with the Railways, nominated representative regarding carrying out the said activities at specified areas.	No	No	Not Allowed
15	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 fail 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.	No	No	Not Allowed
16	Consignee shall mean Senior Divisional Personnel Officer, Kharagpur, South Eastern Railway.	No	No	Not Allowed
17	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.	No	No	Not Allowed
18	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.	No	No	Not Allowed
19	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.	No	No	Not Allowed
20	All the Terms & Condition in this contract applies as per General Conditions of Contract for Services - 2018 with upto date correction slip or amendment will be followed.	No	No	Not Allowed
21	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 document contradict 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 <a href="http://www.indianrailways.gov.in">www.indianrailways.gov.in</a> ) and Special Conditions of Contract before quoting the rates.	No	No	Not Allowed

**Special Conditions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	All deputed staff by the contractor will be responsible for their misbehaviours with any railway staff. If such misbehaviour or incidence will take place by contractor staff, competent authority will have right to impose penalty for such incidence and such employee shall be removed. In that case, the contract may be terminated by the competent authority, if necessary.	No	No	Not Allowed



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2	During duty hours if any accident/mishap happens with the contractor's staff then he will be fully responsible for it. In case any deputed staff by the contractor is being seriously injured /meet an accident while working, the contractor will be totally responsible to provide medical assistance to such employee of the contractor immediately and if any staff will meet with casualty while working, Railway Authority will not be responsible at any moment and railway administration will not provide any claim against the Same.	No	No	Not Allowed
3	Any damage/theft/loss caused to Railway property due to negligence, carelessness on the part of the staff employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, Railways shall be within their rights to affect necessary recoveries from the contractor's bill and through other means as per the law.	No	No	Not Allowed
4	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 all 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 hereunder nor will it affect any rights of the Railway there under.	No	No	Not Allowed
5	Non- Compliance with any of the conditions set forth there in above is liable to result in the tender being rejected.	No	No	Not Allowed
6	Tenderer 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, labour employed will not have any claim towards employment in Railway organization at any point of time. (Undertaking regarding the same is to be submitted duly signed by the attendant before engagement in form of Annexure-E)	No	No	Not Allowed
7	Any changes in GST rate (increase/decrease) as the case may be shall be applicable in the contract and will be paid by the firm/Railway.	No	No	Not Allowed
8	The contractor should ensure that the person employed by him does not have any criminal background and political affiliation. (Sample format for Police Verification at Annexure-H)	No	No	Not Allowed
9	TAX DEDUCTION: 2% Income Tax will be recovered from the bill in accordance with section 1204C of the Income Tax Act 1961 as introduced through finance act of 1972, 1% TDS on CGST & 1% TDS on SGST and GST as applicable will be recovered as per GST Act 2017 or as amended from time to time. Conservancy Cess (where applicable) on number of labour is also recoverable if the site of work falls under the Railway settlement limit.	No	No	Not Allowed
10	The tenderer will make his own arrangement for housing his own labour. No accommodation shall be provided by the railway in this connection.	No	No	Not Allowed
11	Updation of Labour data on Railway's Shramik Kalyan Portal by contractor is mandatory as per Railway Board's Letter no-2018/CE-I/CT/4, dated: 17/10/18 and Contractor have to ensure the compliance of e-Shram portal.	No	No	Not Allowed
12	Labour Laws: - Violation of labour Laws and other important legislations/ provisions passed in favour of labours is not acceptable and any offer received which are violating such Laws/ Legislations/ Provisions will summarily be rejected. Thus it is advised that the Contractor must strictly adhere to all the Labor Laws like Payment of wages act-1936, Minimum Wages Act-1946, Contract Labour (Regular and Abolition) Act-1970, The Employees Compensation Act-1923, Hours of employment Act, Employee state Insurance(ESI) act-1948, Employees Provident Fund & Miscellaneous Provisions Act-1952 which have amended from time to time.	No	No	Not Allowed
13	Awarding of tender will be as per GCC-Service-2018 (with upto date amendments/ correction slips) and as per guidelines/circulars issued by the administration/ Railway Board.	No	No	Not Allowed



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14	Bidders shall go through Special Conditions of Contract, General Instructions for Contract, NIT, Scope of work and all the documents uploaded herewith. And shall sign and upload all the above mentioned documents along with the bid as the token of acceptance.	No	No	Not Allowed
15	The instant contract is a RATE CONTRACT, therefore number of attendants may increase or decrease as per requirement at material time. Currently the tender is being done for hiring of 28 number of attendants in lieu of TADK for the officers of KGP division. However, it may increase or decrease as per requirement.	No	No	Not Allowed
16	Service charges - Minimum 3.85% & Maximum 7% (including transaction charges). Bidders quoting service charges lower than applicable minimum service charges and quoting service charges more than applicable maximum service charges shall be summarily rejected. (Service charges regarding this is notified by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India from time to time. Lastly, it was published vide Letter No. F 6/1/2023-PPD dated 06.01.2023.)	No	No	Not Allowed
17	Duration of Rate Contract- Normally two years. The services of the Attendant Shall be concurrent with the duration of Rate Contract or Co-terminus with the duration of posting of the concerned Officer to whom the Attendant is attached, whichever is earlier.	No	No	Not Allowed
18	Payment and Billing - The wages would be paid by the contractor and these would be reimbursed by the Railways upon preferring Bill with documentary evidence (i.e. Attendance Sheet, Performance Report, EPF Challan, ESIC (if any), statutory bonus (if any), Bank statement of having paid the wages, GST compliance and Certificate regarding compliance of Shramik Kalyan Portal etc.) by the Contractor. No other charges will be payable to the agency on account of other expenses if any. The following documents will be required to be submitted at the time of passing of bill: •EPF Challans •Bank statement of having paid the wages (has to be certified by bank) •GST compliance •Certificate regarding compliance of Shramik Kalyan Portal •And other applicable charges of state government or central government shall be paid by contractor. Any other document(s) if required should also be submitted.	No	No	Not Allowed
19	Other Payment terms: a)The contractor has to submit on account bill every month which would be paid after receipt of all the required documents as mentioned above. Final payment will be made after successful completion of the work. b)Payment to the contractor will be made by RTGS/NEFT. (Bank Account details along with Cancelled cheque will be required for this at the time of 1st bill) c)Amount payable towards EPF, GST will be monitored before passing of the bill to the contractor. d)All payment of the labourers is to be paid through their bank accounts. Evidence for such payment to be enclosed with the bill. e)The bill passing authority shall be Sr.DFM/KGP/S.E. Railway.	No	No	Not Allowed
20	Registration in Shramik Kalyan Portal: Railway Board's Letter No. 2018/CE-I/CT/4 dated: 17/10/2018, it shall be mandatory on the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and Payments made thereof after each wage period in the www.shramikkalyan.indianrailways.gov.in portal. Contractor's On-A/c bills/final bills/PG/SD will be released only after submission of declaration to the railway administration in the following format: "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at www.shramikkalyan.indianrailways.gov.in till ___months___years."	No	No	Not Allowed

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21	The contractor has to depute one Contractor Representative for the entire work, who will liaison with the staff deputed by the contractor for the proper work. Contractor shall furnish the contact number of Contractor Representative to the Railway authority so that he is contactable during working hours and also during emergency. The Contractor Representative shall be an employee or authorized representative of the contractor.	No	No	Not Allowed
22	SER will have no liability towards accommodation and transport of Attendants.	No	No	Not Allowed
23	The employees of contractor shall not be entitled for any facility as is being provided to Railway staff. All the engaged attendants will be required to submit undertaking as per Annexure-E prior to such engagement.	No	No	Not Allowed
24	Exit Clause - Both Railways and the contractor can terminate the contract with one month prior notice. However, if the notice is given by the Contractor/Railways then the contractor shall have to continue with the service till new arrangement is made by Railways or one month period, whichever is later.	No	No	Not Allowed
25	Contractor will ensure Strict Implementation of Labour Law Provisions for Employees and Contract Labour. a)Timely Payment of Wages. b)Issuance of appointment letter. c)Issuance of Wage Slips. d)Compliance with Shramik Kalyan Portal e-Shram portal. e)Grievance Redressal Mechanism for Contract Labour is being established, the contractor should comply with the same.	No	No	Not Allowed
26	Contractor will ensure Strict Implementation of Labour Law Provisions for Employees and Contract Labour. The following key areas should be strictly implemented during the execution of contract. a)Timely Payment of Wages: Contractor must ensure disbursement of wages within the prescribed time limits without any delay. The time limits for payments of wages for monthly periods as per Code on Wage 2019 for all workers and contract worker on the instant contract will be within 7 days of next month. b)Issuance of Appointment Letters: Every contractual employee/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. A proforma of the appointment letter is enclosed at Annexure-C. c)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 Wage, 2019. A proforma Wage Slip is enclosed at Annexure-D. d)Grievance Redressal Mechanism for Contract Labour: A structured grievance redressal system must be established for contract workers. A committee consisting of representatives of principal employers and contractors may be constituted at appropriate levels to address complaints promptly and ensure fair resolution within a period of 30 days. e)Ministry of Labour and Employment has launched e-SHRAM Portal, a national database for unorganized workers. It is required and compulsory on the contractor to ensure that the e-SHRAM Portal and Shramik Kalyan Portal are updated at all times.	No	No	Not Allowed
27	SCOPE OF WORK is also the part of the Special Conditions, bidders are advised to carefully go through all the documents uploaded with the tender and acquaint him self of the nature and all the aspect of the work.	No	No	Not Allowed
28	The provision of Attendant shall commence on submission of Declaration by the attendant in form of Annexure-E.	No	No	Not Allowed
29	Special Conditions of Contract, General Conditions of Contract, NIT, Scope of work and all the documents uploaded herewith are part of this bid. Bidders are advised to carefully study all of them before the submission of bid.	No	No	Not Allowed
30	The successful bidder shall obtain a valid Labour Licence from the competent authority, wherever applicable under the Contract Labour (Regulation and Abolition) Act, 1970 or other applicable labour laws, before commencement of the work. The contractor shall maintain the validity of the licence throughout the currency of the contract and submit a copy to the Railway before deployment of contract labour.	No	No	Not Allowed

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31	Since it is a rate contract total numbers of Attendants are not fixed and numbers of Attendants may increase or decrease during the course of contract period. Firm shall be responsible for providing the required number of attendants at any time, even at short notice.	No	No	Not Allowed
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**Technical-Compliances**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. (Standard format of certificate to be submitted by the bidder is enclosed as Annexure-I.)	No	No	Allowed (Mandatory)
2	Tenderer has to submit declaration regarding employment/partnership etc. of retired railway employees.	No	No	Allowed (Mandatory)
3	The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a 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 tenderer 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.	No	No	Allowed (Mandatory)
4	As per GCC for Service Contract "Eligibility of Bidders and bid Evaluation" of GCC for service contract -2018, Bidders should certify the following points. a) 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. b) If the bidder (any member in case of JV /Consortium) must not have suffered bankruptcy / Insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.	No	No	Allowed (Mandatory)
5	Undertaking as an eligible applicant should be submitted as in Annexure-B.	No	No	Allowed (Mandatory)
6	"The bidders shall carefully go through the following documents uploaded with the NIT: (a) Notice Inviting Tender (NIT), (b) Special Conditions of Contract, (c) General Instructions for Contract, (d) Scope of Work, (e) Annexures, and all other documents uploaded with the tender. The bidders shall sign and upload all the above-mentioned documents along with their bid as a token of acceptance of the terms and conditions contained therein."	No	No	Allowed (Mandatory)
7	The bidder shall submit an affidavit on a stamp paper to the effect that all the documents submitted by her along with her bid are true.	No	No	Allowed (Mandatory)

**Undertakings**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/We have gone through the Scope of work, Special Conditions of contract, GCC for services, NIT and other particulars, conditions, instructions and these are understood and accepted by me/us.	No	No	Not Allowed
2	All the Terms & Condition in this contract applies as per General Conditions of Contract for Services - 2018 with upto date correction slip or amendment will be followed.	No	No	Not Allowed
3	The quoted rates should be inclusive of all taxes where applicable including GST (Goods and Service Tax) as applicable (as per extant rule) and other charges as leviable by the State Government/central Government. The tenderer must upload a copy of GSTIN Registration No. with the tender document.	No	No	Not Allowed

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4	Terms and Condition mentioned in the all uploaded documents are applicable and binding in this contract.	No	No	Not Allowed
5	Tenderer must upload all documents related to eligibility conditions (both technical and financial criteria), Commercial Compliance, Technical Compliance as mentioned in the tender documents along with his/their offer, failing which his/their offer will be considered invalid and same shall be summarily rejected.	No	No	Not Allowed
6	Only relevant documents should be uploaded towards eligibility criteria. All documents uploaded towards eligibility criteria must be legible.	No	No	Not Allowed
7	In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same then clause 2.6.4 of GCC for Services shall be followed. In this scenario Annexure-1 in GCC for Services shall be considered for scoring and Bidders must ensure to upload all necessary documents as asked during participation.	No	No	Not Allowed
8	The balance sheet and all other financial documents attested/certified by CAs to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further reference.	No	No	Not Allowed
9	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 document contradict 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 <a href="http://www.indianrailways.gov.in">www.indianrailways.gov.in</a> ) and Special Conditions of Contract before quoting the rates.	No	No	Not Allowed

**6. Documents attached with tender**

S.No.	Document Name	Document Description
1	GeneralInstructionsforcontract.pdf	General instructions for contract
2	ScopeofWork.pdf	Scope of work
3	Specialconditionsofcontract.pdf	Special conditons of contract
4	Allannexures.pdf	All Annexures

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

**Signed By:** SHREYA SHANDILYA

**Designation :** Sr.DPO/KGP