

Scope of Work

1. **Name of Work** – “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. **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.
3. **Wages to be paid** - In terms of Dy.CPO(Gaz.) letter no.SER/P-HQ/E-Gaz/120/Attendant Policy, Dtd. 04.02.2026, the cost ceiling for monthly wages payable to the attendants in lieu of TADK in SER is revised as: - Minimum of Level-1 Pay Matrix of 7th PC i.e. Rs. 18000/- + Applicable DA i.e. 60% as on date.
 $\text{₹}18000 + 60\% \text{ of } \text{₹}18000/- = \text{₹}18000 + \text{₹}10800/- = \text{₹}28,800/- \text{ (As on date)}$
**** The wages will change with the change in DA.**
 - Statutory EPF i.e. Employer's contribution @ 13% of Basic wage calculated on monthly ceiling of Rs. 15000 = Rs. 1950 per month.
 - Attendants contribution may be governed with various statutory provisions applicable for hiring of contractual manpower i.e PF, ESIC, statutory bonus if any etc. and the contractor has to deduct the same from the salary of attendants and deposit to the concerned authorities.
 - Employer contribution as per statutory provisions i.e PF, ESIC, Statutory bonus if any etc. will be deposited by the contractor and which shall be reimbursed by Railways upon submission of documentary evidence by the contractor.
 - ESIC and statutory Bonus will not be applicable as basic wage is exceeding Rs. 21,000/-. (Authority ESIC's letter no E-13/12/14/2015-P.R dated 06.12.2018) (Payment of Bonus Act 1965 para 2 & 12, as amended by Gazette Notification no 06 of 2016 dated 31.12.2015).
4. 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 and Certificate regarding compliance of Shramik Kalyan Portal etc.) by the Contractor.
5. 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.
- 6. Working hours of the Attendant – The working hours for the Attendant shall be 10 hours a day in two spells for 6 days a week and weekly rest. However, specific shift timings can be varied as per specific requirement of the concerned officer. Weekly rest day to be decided by the concerned officer under whom attendant is working.
 - 7. Number of working days – 6 days a week. Weekly rest day to be decided by the concerned officer under whom attendant is working.
 - 8. **Leave:** The attendant shall be entitled to one day Casual Leave for every completed month of work and paid National Holidays as notified by the Government. Leave shall not be encashable.
 - 9. Attendance of the Attendant so engaged will be monitored by the officer concerned under whom he/she is working. At the end of every month, the Attendance Sheet as well as the Satisfactory Performance Certificate, duly signed by the concerned officer, should be made in triplicate (one copy each for contractor, officer concerned and Nodal Officer) and should be ensured to be sent to nodal officers, prior to processing for payment of contractual bill (**ANNEXURE - F & G**).
 - 10. The services of the attendant can be terminated at a short notice of 07 days by officer concerned with Intimation to nodal officer and contract executing agency. This can only be done in cases of transfer/promotion /retirement of officer concerned.
 - 11. **Suitability of the candidate:**

- a) The Attendant should have completed the age of 18 years and upper age limit will be 50 years, on the date of engagement.
- b) Attendants should be physically fit.
- c) The Attendant should have passed Class 10th.
- d) The criminal antecedents of the Attendant should be verified with the Police Authority and the certificate to this effect should be furnished by the Contracted agency before undertaking the Suitability assessment.
- e) The Suitability of the Attendant will be assessed and approved by the Officer for whom the outsourced person is being Provided, prior to such engagement.
- f) A copy of self-attested Aadhar Card of the Attendant concerned should also be provided at the time of engagement.

12. The provision of Attendant shall commence on submission of Declaration by the attendant in form of Annexure-E.

13. Change of Attendant:

- i. Officer can seek change of the Attendant with 7 days notice to the contractor which will be binding on the contractor.
- ii. There shall be no unilateral change of the Attendant by the Contractor. If at all any such change is proposed, it should be done only with the approval of Officer concerned followed by intimation of the same to the contract managing authority (Nodal Officer i.e. Sr.DPO/KGP).
- iii. While hiring of attendant through rate contract, officers may have the flexibility for change of attendant during the currency of contract. An upper ceiling limit of 3 changes during the currency of contract will be permissible beyond which the approval of DRM/KGP would be necessary.

14. Service Requirements:

- a) The firm shall be responsible for providing the required number of attendants at any time, even at short notice.
- b) Prior to engagement of an Attendant through the agency, his suitability as an attendant shall be examined and certified by the officer concerned under whom the attendant would be required to work.
- c) The officer Concerned will place the indent to Nodal officer i.e. Sr.DPO/KGP, Nodal officer will place the indent on the agency for engagement of an attendant. The officer concerned will choose the attendant through screening from pool of attendants provided by the agency. Nodal officer will coordinate for the screening.
- d) The agency will ensure that all attendants have live mobile phone connections so that they can be contacted whenever required.
- e) Attendant so engaged is required to discharge all the duties of erstwhile TADK.
- f) Attendance of the Attendant so engaged will be monitored by the officer concerned under whom he/she is working. At the end of every month, the attendance sheet (**Annexure-F**) as well as the satisfactory Performance Certificate (**Annexure-G**), duly signed by the concerned officer, should be made in triplicate (one copy each for agency, officer concerned and nodal officer) and should be sent to Nodal officer, prior to processing for payment of contractual bill.

- g) Engagement of a person as an Attendant under these instructions should be made only after obtaining due Police Verification report **(to be provided by the service providing agency)**.
- h) SER will have no liability towards accommodation and transport of Attendants.

TABULTION OF REMUNERATION

| Designation of Posts | Age Limit (years) | Projected Requirements (Attendants) | Remuneration- Minimum of Level 1 Pay Matrix of 7th PC i.e. Rs. (18000/- + Applicable DA) (DA as on date @60%) | Statutory EPF (@13% of ceiling of ₹15000/-) | Period of Contr act | Unit | Total |
|--------------------------------|--|-------------------------------------|--|---|---------------------|--------|---------------|
| - | - | A | B | C | D | | $T=A*(B+C)*D$ |
| Attendants | Min ^m -18 Max ^m -50 | 28 | 28800/- | 1950/- | 24 | months | ₹ 20664000/- |
| Total (Excluding GST) | | | | | | | ₹ 20664000/- |
| GST @ 18% | | | | | | | ₹ 3719520/- |
| Gross Total Including GST @18% | | | | | | | ₹ 24383520/- |

*Agency service charges will be extra (Minimum Service charge @ 3.85% and Maximum Service Charge @7%).

**Requirement of attendant is tentative. It can vary from time to time as per actual requirement at material time.

***Remuneration will change with change in DA. As of now DA @60%.

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