

SPECIAL CONDITIONS OF CONTRACT

1. These Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC) for Services-2018. In case of any conflict between the provisions of GCC and SCC, the provisions of SCC shall prevail.
2. 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).
3. Since the instant tender 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.
4. **EMD (Earnest Money Deposit)** – 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). *Exemption for MSEs for EMD will be as per GCC of service 2018.
5. **Performance Guarantee (PG)** – The successful bidder shall submit the Performance guarantee (PG) at a rate of 5% of the contractual value after the issue of LOA.
Note: The GCC for the services 2018 will be followed in any matter related to EMD or PG or any other conditions of the contract.
6. **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.)
7. **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.
8. The tenderers have to submit copy of below mentioned documents at the time of bidding:



- PAN Card
- Aadhar Card
- Bank Mandate form
- GST Registration Certificate
- EPF Registration Certificate
- If, MSME, then necessary certificate to be submitted.
- Bidders shall duly sign all tender documents (Special conditions of contract, General conditions of contract, scope of work etc.) and upload the same along with the bid.
- 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.

9. The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. The format for the same is provided in Annexure uploaded with tender.

10. **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.

₹18000 + 60% of ₹18000/- = ₹18000 + ₹10800/- = ₹28,800/- (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 if any, 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 06of 2016 dated 31.12.2015).

11. **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.

12. 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.

13. 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."

14. Any shortage/damage or loss to any items/properties of Railways would be recovered from the contractor in monetary terms or replacement in actual of original quality and quantity.

15. Legal obligations of the Contractor:

The contractor/firms shall be responsible for carrying out all legal obligations as under:-

- a) Contractor Labour (Regulation and Abolition) Act, 1970.



- b) Payment of Wages Act, 1936.
- c) The Workman's Compensation Act, 1923.
- d) Provision of Employees Provident Fund and Miscellaneous Provision Act, 1952.
- e) Employees Pension Scheme, 1995.
- f) Factories Act, 1948.
- g) Child Labour Act, 1961.
- h) Apprentices Act, 1961.
- i) Equal Remuneration Act, 1976.
- j) Industrial Disputes Act, 1947.
- k) Maternity Benefit Act, 1961.
- l) Trade Unions Act, 1926.

Violation of above legal obligations and of any other laws governing contracts for the time being in force in the Republic of India may lead to termination of the contract.

- 16. 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.
- 17. While carrying out the work if there is any injury or any casualty to contractor's staff occurring at working place of this contract, the contractor will be solely responsible and compensation will be borne by the firm. Contractor shall be solely responsible for the safety of all the men of the firm. Railways will not be responsible on this account in any manner. If staff of the contractor damage any Railway property, the contractor will compensate the Railway for the losses.
- 18. 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.
- 19. SER will have no liability towards accommodation and transport of Attendants.
- 20. The contractor shall ensure that all employees/persons engaged/authorized by him for carrying the work, behave properly with Railway Officers. In the event of any kind of misbehavior, any wrong intimation provided by contractor's staff reported by the Officer, the contractor shall immediately withdraw such employee/person from the work.
- 21. **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.

22. The contractor shall at once remove from the site any agents, supervisor, worker or labour who shall be objected to by the Railway Administration. If and whenever required by the Railway Administration, she shall submit a correct return showing the names of all staff and workers employed by her.
23. If the contractor fails to take steps to employ competent or required number of staff and labour as required under clause 4.26 and remaining all the relevant rules applicable of the GCC for services 2018, then the competent authority may serve the contractor with notices stipulated in the clauses 7.4.1, 7.4.2 & 7.4.3 of the GCC of services 2018.
24. Performance Notice –
- a) In the event of the clauses as given in GCC of services 2018, the Railway Administration on behalf of the Railway may serve the Contractor with a Performance notice as per Annexure-XII in writing to the effect to make good the default as well as initiation of bidding process for the balance service.
 - b) Railways reserve the right to float a new tender and invite bids for the delivery of services to replace the contractor put on notice, from the date on which this notice is served. The existing contractor shall not be allowed to participate in any bid which includes delivery of balance services of subject contract. However, in case the existing contractor's performance has improved to the satisfaction of the Railway Administration, then Railways may terminate the bid proceedings, at any stage of the bid process.
 - c) Notwithstanding Railway's initiation of the bidding process, the financial bids shall be opened only after the termination of the subject contract.
 - d) After the issue of this notice, the performance of contractor shall be assessed on a weekly basis by the Railway Administration. Railway Administration, if satisfied with the improvement in the performance of contractor, may issue a letter of revocation of the performance notice as per Annexure-XIII. If the performance is found unsatisfactory after the first week or thereafter, then Railways will be at liberty to issue the 7-day notice, which will be governed by Section 7.4.2 of GCC for services 2018.
25. Seven Day's Notice – After delivery of the performance notice to the contractor, if she does not proceed to make good her default and carry on the services or comply with such directions as aforesaid, to the entire satisfaction of the Railway Administration, the Railway shall be entitled to service or improve quality of services to the prescribed standard. The failure to do so shall entail a termination notice being served under the hand of the Railway Administration, to rescind the contract as a whole or in part of parts (as may be specified in such notice).



26. Termination Notice – If no action to commence the service or improve the quality thereof is taken by the contractor within the 7 day notice period, then a final termination notice as per Annexure-XV shall be issued.
27. 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.
28. 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.

