



मंडल रेल प्रबन्धक कार्यालय

वाणिज्य विभाग

वाराणसी

DIVISIONAL RAIL MANAGER OFFICE

(COMMERCIAL DEPARTMENT)

VARANASI TOP SHEET

निविदा दस्तावेज

TENDER-DOCUMENT

1.0- NAME OF WORK: Manning of enquiry offices at 21 stations through face to face enquiry, announcing & feeding of data of Train Indicator Board (TIB) & Coach Indicator Board (CIB) and other Digital media for information located at different stations viz. Banaras, Chhapra, Ballia, Mau, Siwan, Varanasi City, Ghazipur City, Belthra road, Deoria Sadar, Aazamgarh, Bhatani, Prayagraj Rambag, Salempur, Aurnihar, Masrakh, Ekma, Khorasan Road, Kaptanganj, Mairwa, Thawe, Suremanpur & commercial control office over Varanasi Division on Man Power basis for a period of 1080 days three (03) years from the date of commencement of the contract total **96 Manpower Required**

कार्य का अनुमानित लागत Approximate cost of work	Rs.112497971.56/-
कार्य पूर्ण करने की अवधि Completion Period	36 months (3 YEARS/1080 days). from the date of Commencement.
Tender issuing authority and address	Office of the Divisional Rail Manager (Comml.) North Eastern Railway Varanasi Division, Varanasi-221002 Email-srdcm@bsb.railnet.gov.in Mobile.: 9794843950
EMD	Rs.712500/-
Exemption	As per Gem Condition.
Performance Guarantee	5%
Duration of PG	42 Months.

Note-

1. Tenderers are advised to read all the clauses carefully including its notes/special notes as mentioned in tender document.
2. All necessary Annexures/Undertakings and Document sought in Bid document must be uploaded by bidder in their offer. In case of non-submission of the required Annexures/Undertakings and Document their offer would be rejected.
3. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of FA & CAO/NER Payable at Varanasi. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in favor of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
4. EMD Exemption: EMD exemption shall be applicable to eligible bidders. The eligible bidders must submit the valid supporting document for the relevant category as per Gem GTC with the bid.
5. In the event of any Contradictions, Errors, Omissions and Discrepancies etc. the tenderer/contractor shall not take advantage of any misinterpretation of the conditions due to typing or any other errors and if in any doubt shall bring it to the notice of the competent authority without delay. In case of any contradictions, only the printed rules and books should be followed and then claim for the misinterpretation shall be entertained. The interpretation of Railways shall be final in this regard.
6. Each page of the copy of documents/certificates submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp & date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested.

1.1-DOCUMENT DETAILS

S. No.	List of mandatory Documents
1	Earnest money document (EMD)/FDR/BG Exemption as per Gem Condition.
2	GST Registration Certificate
3	EPF Registration Certificate
4	ESIC Registration Certificate
5	PAN CARD
6	Mandate form with Cancelled Cheque.
7	Labor Registration Certificate
8	<p>Minimum Eligibility Criteria: -</p> <p>Work experience- The bidder should have satisfactorily completed* in the last three previous financial years (i.e. FY- 2021-22, 2022-23, & 2023-24 which means between 01.04.2021 to 31.03.2024) and the current financial year from- 01.04.2024 to up- to the date of opening of the tender, at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) to any Central / State Govt. Organization / PSU / Public Listed Company. Copies of completion certificate or payment received certificate against ongoing similar work of required value in support of <i>Past Experience of Similar Services</i> along with names, address and contact details of clients shall be uploaded with the bid for verification.</p> <p>*Completed service contract includes On-going service contract subject to payment of bills amounting to at least:</p> <p style="padding-left: 40px;">1 similar service work's payment received certificate of 80% of advertised bid value</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">2 similar services work's payment received certificate of 50% of advertised bid value</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">3 similar services work's payment received certificate of 40% of advertised bid value.</p> <p>Note - Work experience certificate from private individual shall not be accepted. Certificate from Public listed company/private company/Trusts having annual turnover of Rs.500 Crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials. In case of Government Organization, it can be signed by the Officer-in-charge of work (not below the rank of Gazetted Officer) related to that work.</p> <p>*Completed service contract includes on-going service contract subject to payment of bills amounting of the advertised value of bid.</p> <p>**Similar service contract means: ** "Similar nature" of this service contract means – "The Tenderer should have previous experience of Railway enquiry services/call center/face to face at any unit/division in Indian Railways or should have worked for any other Government department/ Public Sector units or any reputed institution for providing enquiry services/call center/ video conferencing" done by contractor.</p>
9	<p>Financial Standing-</p> <p>Financial Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times of the advertised bid value during the last three previous financial years (i.e. FY- 2021-22, 2022-23 & 2023-24 which means between 01.04.2021 to 31.03.2024) and in the current financial year from 01.04.2024 to up to the date of opening of the tender.</p> <p>1-Bidder must submit the Audited Balance sheet for the F.Y- 2021-22, 2022-23.</p> <p>2-C.A. Certificate for F.Y- 2023-24 and 2024-2025 (<i>F.Y.2024-25 means for current financial year from 01.04.2024 to up-to the date of opening of the tender</i>) reflecting the financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered</p>
10.	All Annexures/Undertakings and Required Document must be uploaded by bidders in the offer documents. In case of non-submission of the required annexures/undertakings and required document their offer would be rejected.

1.2-Chapter-1: Check list and Mandatory Documents for this Tender.

Sl. No.	Description	Key point/Document	Prescribed Proforma	Total No. of pages
1	Earnest money.	EMD/FDR/BG/ Exemption as per Gem Condition.	As applicable	
2	GST	Registration certificate.	As applicable	
3	EPF	Registration Certificate	As applicable	
4	ESIC	Registration Certificate	As applicable	
5	PAN CARD	To be submitted by Bidder.	As applicable	
6	Labor registration Certificate	To be submitted by Bidder.	As applicable	
7	Undertaking	For Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer along with the tender.	ANNEXURE -I	
8	Undertaking	Each member of attorney/authorized signatory/each member of Partnership firm / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)	ANNEXURE-II	
9	Undertaking	Financial benefit' or 'benefit of any other type'.	ANNEXURE-III	
10	Undertaking	Details of bidder.	ANNEXURE-IV	
11	Undertaking	Unconditional Acceptance of Tender Conditions	ANNEXURE-V	
12	Mandate form with Cancelled Cheque.	To be submitted by bidder.	ANNEXURE-VI	
13	Undertaking	The indemnity by the contractor.	ANNEXURE -VII	
	Turnover certificate	<p>The bidder should have an aggregate financial turnover not less than 1.5 of times the advertised bid value during the last three previous financial years (i.e.01.04.2021-31.03.2022,01.04.2022 to 31.03.2023 and 01.04.2023-31.03.2024) and in the current financial year from 01.04.2024 to up to the date of opening of the tender.</p> <p>NOTE-Bidder must submit the Audited Balance sheet for the F.Y- 2021-22, 2022-23 and C.A. Certificate for F.Y.-2023-24 & 2024-2025 ((F.Y.2024-25 which means for current financial year from 01.04.2024 to up-to the date of opening of the tender) reflecting the financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.</p>	ANNEXURE -VIII	
14	Work Experience Certificate Completion/Certificate for similar service(s) to any Central / State Govt Organization / PSU / Public Listed Company.			
15	Undertaking	Gone through the complete Tender document & checklist carefully Disqualification due to non-uploading of mandatory Documents required in Bid.	Annexure-IX	
16	Undertaking	Declaration on minimum wages.	Annexure-X	

1.3 - Instruction for Bidders -

1- In case of Proprietary firm/ Concern:

- A. All documents required in terms of Para 1.0 TO 1.2 of the ATC above.
- B Any other documents which is necessary to establish the credentials.

2- In case of Partnership firm/ Concern:

- A. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- B. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- C. Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- D. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- E. Copy of POA/authorization in favor of authorized signatory of tender documents.
- F. An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners.
- G. All documents required in terms of Para 1.0 TO 1.2 of the ATC above.
- H. Any other documents which is necessary to establish the credentials.

3-In case of LLP (Limited Liability Partnership): -

- A. A copy of Certificate of Incorporation.
- B. LLP registered under LLP Act-2008.
- C. A copy of LLP Agreement.
- D. A copy of Power of Attorney/Authorization issued by the LLP in favor of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- E. An undertaking that the LLP 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 JV in which the LLP was / is a member.
- F. All documents required in terms of Para 1.0 TO 1.2 of the ATC above.
- G. Any other documents which is necessary to establish the credentials.

4-In case of Registered Company: -

- A. Company registered under Companies Act 2013.
- B. The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.
- C. A copy of Certificate of Incorporation.
- D. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- E. An undertaking that the Company 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 the Company was / is a partner/member.
- F. All documents in terms in terms of Para 1.0 to 1.2 of the ATC above.
- G. Any other documents which is necessary to establish the credentials.

5-In case of registered society and registered Trust: -

- A. A copy of Certificate of Registration.
- B. A copy of memorandum of association of society/trust deed.
- C. A copy of power of attorney in favor of the individual to sign the tender documents and create liability against the society/Trust.
- D. A copy of Rules & Regulations of the Society.
- E. All documents in terms in terms of Para 1.0 to 1.2 of the ATC above.
- F. Any other documents which is necessary to establish the credentials.

6- Participation of Joint Venture:-

1. The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

a) A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a J.V.A Bidder who submits or participates in, more than one bid will cause all the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.

b) 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.

c) 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.

d) Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process:

e) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project; (ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.”

f) If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of “Allied Firm” under Para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual. Consequent to having been banned business dealings or suspended business dealings.

2. Lead Partner/Non-Substantial Partners/Change in JV/Consortium

a) One of the members of the JV Firms shall be its Lead Member who shall have majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead member has to be an Indian Firm.

b) Once the Bid is submitted, the MOU shall not be modified/altered/terminated during the validity of the Bid. In case the Bidder fails to observe /complete with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

c) Approval for change of constitution of JV Firm shall be at the sole description of the Employer (Railway). The constitution of the JV Firm shall not be allowed be modified after submission of the bid by the JV firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

d) Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency or contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential action as per contract conditions.

3. Joint Venture (JV) Firms in Bids

a) Participation of joint Venture (JV) firms in service bids: This clause shall be applicable in the bids, where participation of JV has been allowed as per bid document.

i) Separate identity/name shall be given to the joint venture firm.

ii) Number of members in a JV firm shall not be more than three, if the service invoices only one department (say mechanical or commercial or Medical) and shall not be more than five, if the works involves more than one department.

iii) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same Bid.

iv) The Bid form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.

v) Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be excepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV member to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

vi) A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

vii) On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per clause 4.11. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

viii) On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the service. In case the Bidder fails to observe/comply with this stipulation, the full earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint Venture Agreement shall have, inter alia, following Clauses.

ix) Joint and Several Liability – Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of service in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non- execution of the contract of part thereof.

x) Governing Laws-The Joint Venture Agreement shall in all respect be governed by the interpreted in accordance with Indian laws.

xi) Authorized Member-Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the Bid, sign the agreement or enter into contract in respect of the said Bid, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Bid/Contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

xii) No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said Bid/Contract.

b) Document to be enclosed by the JV Firm along with the Bid:

❖ In case one or more of the members of the JV Firm is/are partnership Firm(s) , following documents shall be submitted:

i) Notary certified copy of the partnership Deed.

ii) Consent of all the partners to enter into the joint Venture Agreement on a stamp paper of appropriate value (in original).

iii) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

❖ In case one or more members is/are proprietary firm or HUF, the following document shall be enclosed:

iv) Affidavit on Stamp paper of appropriate value declaring that his/her concern is a proprietary concern and she/he is sole proprietor of the concern OR he/she is in position of “KARTA” of Hindu Undivided family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

❖ In case one or more members is/are limited companies, the following documents shall be submitted.

v) Notary Certified copy of resolutions of the Directors of the company, permitting the company to enter into a JV agreement, authorizing MD or one of the directors or managers of the company to sign JV Agreement, such other document required to be signed on behalf of the company and enter into liability against the company and/or do any other act on the behalf of the company.

vi) Copy of Memorandum and Articles of Association of the company.

vii) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person do/act mentioned in the Para (a) above.

viii) All the Member of JV shall certify that they are not blacklisted or debarred 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 either in their individual capacity or as a member of the JV Firm in which they were/are members.

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER
ALONGWITH THE TENDER DOCUMENTS**

I.....(*Name and designation*)**appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender

No._____ of _____(*Railway*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.gem.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 affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (*insert name of the tenderer*) **_____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 affidavit submitted by us are found to be false/forged or incorrect 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 besides any other action provided in the contract including banning of business for a period of up to five years.
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 .

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

UNDERTAKING

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)

I/We..... (Name), attorney/authorized signatory of the (constituent firm/constituent partner) and member/partner of the(tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that (constituent firm/constituent partner) 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.

2. 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).

SEAL AND SIGNATURE
OF THE CONSTITUENT

FIRM/CONSTITUENT PARTNER

Place:

Dated:

UNDERTAKING

(To be submitted on Firm's letter head)

After having carefully & thoroughly, perused the complete Tender Document, our Firm (**mention the name of the firm of the Bidding entity**), in full cognizance and in complete agreement with the provisions contained in the Tender Document No, solemnly, ever as under:

(i) In case, the Work under above cited Tender Document is awarded to our above-mentioned Firm.

a. The Firm or any of its Representative or agent shall, never, at any time & in any manner, seek or attempt to seek any '**Financial benefit**' or '**benefit of any other type**' from any of Man power/staff, engaged for providing Services to Railway.

b. The Firm is aware that if any instance of Firm, ever seeking any '**Financial benefit**' or '**benefit of any other type**' from any of the Man power staff engaged for providing Services to the Railway comes to the Railway's notice, the Railway, treating the aforesaid instance as fraudulent & corrupt practice, shall, without any prejudice to its rights (to take further action) available under the applicable Indian Law, take suitable action against the Firm, as it deems fit, by serving a suitably worded Notice on the Firm Suitable action taken by the Railway in this regard, shall be final and binding on our Firm.

Note- Any Failure in submitting the above undertaking or submission of any divergent (from the above) undertaking along with the Bids/Offer shall make such Bids/offers liable to be rejected.

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

DETAILS OF BIDDER

(To be uploaded in Tech Bid Folder)

Firms applying for tender are requested to complete the information in this form.

1.	Name of firm:
2.	Head office address:
3.	Registered office address:
4.	Telephone: _____ Mobile: _____ Contact person name & Designation : _____
5.	Fax : _____ E-mail: _____
6.	Place of incorporation/ Year of incorporation / Registration : _____ Status of Firm: Corporation or Public limited / Private Limited / Partnership firm/ Individual Proprietorship Firm Registration No. _____

Signature.....

 Name & Design
 Bidder/Authorized Signatory

Company Stamp / Seal

Unconditional Acceptance Letter
(On Company's Letter Head)

To
The Sr. Divisional Commercial Manager
North-eastern Railway,
Varanasi Division, Lahartara
Varanasi – 221006.

Sub: Unconditional Acceptance of Tender Conditions.

Name of Work: _____

Sir,

1. Having examined the conditions of contract including addenda, I/we the undersigned, offer to undertake the above said work.
2. The tender document for the above said work have been provided to me and I/we hereby certify that I/we have read and understood the entire terms and conditions of the tender documents made available to me, which shall form part of the contract agreement and I/we shall abide by the conditions contained therein.
3. I/we hereby unconditionally accept the tender conditions of tender document in its entirety for the above work.
4. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions in the tender uploaded and the same has been followed in the present case. In case any provisions of this tender are found violated after opening the tenders. I/We agree that the tender shall be rejected without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
5. That, I/we declare that I/we have not paid and shall not pay any bribe to any officer for awarding this contract at any stage during its execution or at the time of payment of bills.
6. I/we agree that "If at any stage, any information / documents submitted by us are found to be false, I/we shall be liable for debarment from tendering apart from any other appropriate /legal action".

Yours Faithfully,
(Signature& Seal of the Tenderer)
(Signature of bidder with Seal)

Name:
Address:
Date:

Bank Account Details
(To be submitted on Firm's letter head)

To
The Sr. Divisional Commercial Manager
North-Eastern Railway,
Varanasi Division, Lahartara
Varanasi – 221006.

Sir,

Following particulars are given for effecting E-payment in respect of our claim / Bill

Name of the Agency	
PAN No	
Name of the bank	
Name of the branch	
Complete address of bank	
A/C of beneficiary	
Type of account	
IFSC code of the bank	
GST Registration No.	

Mandatory – Firm should also have to enclose herewith a duly cancelled cheque of their bank account.

NAME & ADDRESS OF THE TENDERER

OFFICIAL SEAL

Date

(On a non-judicial stamp paper of Rs.100/-)

INDEMNITY
(To be filled by Contractor)

I/We on behalf of M/shereby agree and undertake that I/We have understood all the safety rules and procedures and all staff working on behalf of M/s..... will abide by all safety rules and procedures.

I/We declare that I/We M/s...will be responsible for any safety violation/accident etc.

RAILWAY ADMINISTRATION will not be responsible in case of any accident and will not compensate financially or otherwise.

I/We M/s..... declare that all the claim raised by staff deputed by me, shall be borne by me only.

I/We hereby declare that I/We sole responsible on behalf of M/s.....for giving such declaration.

.....
Name of Indemnifier

.....
Signature of the indemnifier

Stamp/seal of the Indemnifier/Contractor

SAMPLE FORMAT FOR FINANCIAL TURNOVER

NAME OF THE TENDERER:

(All amounts in Rupees)

S. No.	DESCRIPTION	Period Last Three Previous Financial Years and the Current Financial Year up to the Date of Opening of The Tender.			
		Financial Year-2021-2022	Financial Year-2022-2023	Financial-Year - 2023-2024	Current year-2024- 25 (up to the Date of opening of tender)
1	Financial Turnover				
Submission of Audited balance sheet for F.Y.2021-22 and 2022-23 is mandatory.					
Submission of C.A.certificate for Financial year 2023-2024 and for F.Y.2024-25 (F.Y.-2024-25 means for current financial year from 01.04.2024 to up-to the date of opening of tender) attach C.A. Certificate is acceptable.					

Note:

1. The financial data in above prescribed format shall be certified by Chartered Accountant /Company Auditor in original under his signature, stamp and membership number.

Signature Name & Address of Chartered
Accountant / Company Auditor Stamp
membership number.....

Annexure-IX

UNDERTAKING
(To be submitted on Firm's letter head)

I/We,.....(Name) of M/S.....hereby
confirm that I/We have gone through the complete Tender document & checklist carefully.
I am well aware that offer without uploading the mandatory and any other essential documents as prescribed in tender document will be liable to be disqualified.

SEAL AND SIGNATURE
OF THE

TENDERER
Place:
Dated:

DECLARATION ON MINIMUM WAGES

(On a non-judicial stamp paper of Rs.100/-)

I/We.....(Name), Proprietor/Director/Partner/Authorised signatory/
Attorney of.....(Name Of Agency) do hereby solemnly affirm state as
follows:-

I/We am competent to sign this affidavit on behalf of
..... (Name of Agency).

I state that in the event of work awarded to our agency, the wages to be paid to the workers
engaged shall not be less than the minimum wages with updated VDA with applicable EPF, ESIC as
determined by appropriate Govt. authority for the time being in force.

Date this, theDay of..... Month.....Year.

Place:
Dated:

SEAL AND SIGNATURE
OF THE TENDERER

End of Tender Document

SPECIAL TERMS AND CONDITION OF THE WORK

NAME OF WORK: Manning of enquiry offices at 21 stations through face to face enquiry, announcing & feeding of data of Train Indicator Board (TIB) & Coach Indicator Board (CIB) and other Digital media for information located at different stations viz. Banaras, Chhapra, Ballia, Mau, Siwan, Varanasi City, Ghazipur City, Belthar road, Deoria Sadar, Aazamgarh, Bhatani, Prayagraj Rambag, Salempur, Aurnihar, Masrakh, Ekma, Khorasan Road, Kaptanganj, Mairwa, Thawe, Suremanpur & commercial control office over Varanasi Division on Man Power basis for a period of 1080 days three (03) years from the date of commencement of the contract total 96 Manpower Required.

1. Minimum Wages Act, Labor Laws: - The Contractor shall comply with all the LEGAL PROVISIONS pertaining to Industrial Labor Law and Hours of Employment Regulations in force. The wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT as amended from time to time. The risk to the life and limb of the staff shall be covered by the contractor by way of an insurance policy. Compensation to the contractor's staff in case of accidents or otherwise shall be made by the contractor.

2. Payment of Salary of employee will be done by contractor as per current central govt. minimum wages, ESIC (If applicable) and PF contribution of employee.

3. The Service Provider should issue identity badges with photographs to all his deployed staff engaged to carry out the work. These identity badges should be so carried that they can be identified by Railway officials.

4. All direct or indirect costs and obligations pertaining to employment of specialized manpower and equipment shall be borne by Service Provider.

5. The Service Provider shall be liable to follow Central and State Govt. laws, statutory rules, regulations, notifications like legislation, local self-Govt./Municipal requirements etc. and shall be solely responsible for any breach.

6. **Evaluation of Financial bid:** All technically acceptable tenders will be eligible for consideration of their financial bid. Financial Bid of those tenderers shall only be opened whose technical submittal is found compliant to the conditions stipulated in tender document.

7. The contractor should be covered under the employee's provident fund and miscellaneous provisions Act, 1952 and registered within the provisions therein.

8-The contractor/firm should be covered under the employee's state insurance Act, 1948 and registered within the provisions therein.

09-Tenderer should check any correction/corrigendum related to this Tender Notice on Website before uploading their offer.

10-. LABOUR LAWS AND RELATED OBLIGATIONS: It should be read as per GCC Services 2018.

11. *Where ever there is difference of opinion/interpretation on any item between tender document ATC and GCC Services 2018, then GCC Services 2018 will prevail.* In the event of any Contradictions, Errors, Omissions and Discrepancies etc. the tenderer/contractor shall not take advantage of any misinterpretation of the conditions due to typing or any other errors and if in any doubt shall bring it to the notice of the competent authority without delay. In case of any contradictions, only the printed rules and books should be followed and then claim for the misinterpretation shall be entertained. The interpretation of Railways shall be final in this regard.

12. The tenderer shall follow all laws/rules/regulation enforceable time to time in India.

13) The authority reserves the right of declining/ accepting any tender/tenders irrespective of highest or lowest rate or splitting/ re- tendering without assigning any reason. The Railways reserves the right to either cancel the tender or reject the tenders without assigning any reason.

14) Submitted documents by the tenderer, shall be self attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self attestation shall include signature, stamp and date (On each page).

15-The railway reserves the right to verify all statements, information's and documents submitted by the bidder in his tender offer and the bidder shall when so have 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 obligation or liabilities hereunder nor will it affect any rights of the railway there under

(a) Tenure:-Three (03) years (1080 days) from the date of commencement of the contract.

(b) Short Termination: The Railway Administration reserves the right to terminate the contract before completion of above tenure giving a one-month notice in writing and no any compensation will be payable.

16. Execution of Contract Documents: – The successful tenderer(s) shall be required to execute agreement with the President of India acting through the Sr.DCM. N.E. Railway, Varanasi for carrying out the work according to ATC/SCC & General conditions of contract for services as applicable, special conditions/specifications annexed and specifications for work of North Eastern Railway/Varanasi Division as amended/corrected up to correction slip mentioned in tender form.

17-Breach of any Annexure condition which applies after award of contract leads to termination of tender and forfeit the security money along with blacklisting of firm.

1. SCOPE OF WORK:

The scope of work to be executed under the purview of this contract are categorized as below-

ACTIVITIES:

I. Enquiry work at Chhapra(CPR),Ballia(BUI),Beltharoad(BLTR),Mau(MAU),Deoria Sadar(DEOS), Aazamgarh(AMH), Siwan(SV),Banaras (BSBS), Varanasi City(BCY), Ghazipur City(GCT), Bhatni(BTT), Salempur(SRU), Prayagraj Rambagh (PRRB), Aurnihar(ARJ),Masrakh(MHC),Ekma(EKMA),Khorasan Road (KRND),Kaptanganj(CPJ),Mairwa (MW),Thawe (THE),Suremanpur (SIP) and Commercial Control office for a period of Three (03) years ie 1080 days.

GENERAL TERMS AND CONDITIONS:

a) The work will be carried out in three (03) shifts of 08 hours each on daily (24 hours) basis in Enquiry Offices situated at above locations/Stations. The contractor shall deploy skilled/clerical workers/staffs in each 08 hourly shift as per the present requirement shown here under: -

S.n.	Station	Locations	No. of seats	Shifts	Total staff in a day
1	Banaras (BSBS),	Face to face enquiry (1 ST and 2 nd entry gate)	02	03	06
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.	01	03	03
		BIC	01	03	03
		TOTAL			12
2	Chhapra(CPR)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.	01	03	03
		BIC	01	03	03
		TOTAL			09
3	Ballia(BUI)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.	01	03	03
		TOTAL			06
		TOTAL			06
4	Mau(MAU)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.	01	03	03
		TOTAL			06
		TOTAL			06
5	Siwan(SV)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.	01	03	03
		TOTAL			06
		TOTAL			06
6	Varanasi City (BCY)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.	01	03	03
		TOTAL			06
		TOTAL			06
7	Ghazipur City (GCT)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.	01	03	03
		TOTAL			06
		TOTAL			06

8	Belthra road (BLTR)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
9	Deoria Sadar (DEOS)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
10	Azamgarh (AMH)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
11	Bhatni (BTT)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
12	Prayagraj Rambag (PRRB)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
13	Salempur (SRU)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
14	Aunrihar Jn.(ARJ)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
15	Mashraikh (MHC)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
16	Ekma (EKMA)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
17	Khorasan Road (KRND)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
18	Kaptanganaj (CPJ)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			

19	Mairwa (MW)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
20	Thawe (THE)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
21	Suremanpur (SIP)	Face to face enquiry	01	03	03
		Operation of PA system and other passenger information system as Coach Guidance and other Digital equipment.			
22	Commercial Control Office	Round the clock manning of central enquiry in commercial control office, manning of rail Madad, handling of twitter account, complaint received on 139 etc.	01	03	03
		Grand Total	32	-	96

(b) Railway Administration reserves the right to reduce/increase the seats in future, the contract value would be reduced / enhanced accordingly by prorata basis increase or decrease at the rate of accepted rates and contractor shall have no claim on this account. Here it is also notable that Railway may also change the location as well as seat of the enquiry counter at the same station or to other stations.

(c) The Railway Administration may convert as per its need and requirement, the mode of enquiry providing services from face to face enquiry at any time after award of the contract for all the locations. In face-to-face enquiry and TIB/CIB, the operator shall be required to sit at the actual location of the station and have to answer to queries face to face. There shall be no role of face to face then and the operator himself will be required to arrange information from the local sources i.e.- S.M.Office/S.S./Station Director/or responsible train movement staff of station in regard to train movement so as to be able to answer smoothly and correctly. The contractor will have to abide by the decision taken in this regard. Non-compliance by the contractor of the decision taken shall lead to termination of the contract and no compensation whatsoever will be admissible by the Railway Administration in this regard.

It may be noted that the moment it is installed at the Railway station, it will be the property of the Railway. The Railway may like to use the machine for other purpose as well, at its own discretion. However, the contractor will ensure its proper functioning during the currency of the contract. For which, he would have to arrange maintenance contract of the machine for period beyond warrantee period till the contract expires. Thus, the contractor will have to ensure maintenance of such machine during warrantee period as well as non-warrantee period (till the contract expires). The Railway will pay on documentary evidence for maintenance of the machine during non-warrantee period.

d) The worker manning the Enquiry should get regular & updated position from NTES/ASM and on phone from Control Enquiry, Varanasi so as to be ready to answer the queries and display on the information board. The worker deployed at Commercial Control, Varanasi shall be accountable for handling of twitter cell & passengers helpline number.

e) The Railway administration may convert as per its need and requirement the mode of Enquiry providing services from Face to face Enquiry at any time after award of the contract.

f) The skilled worker supplied by the contractor should be able to read and write in English and Hindi. As such the Contractor will provide skilled workers, who should be trained in Data entry work on Computer/Electronic device and also have fair knowledge of solving Hardware/Software problems arising in the Computerized/Electronic system. The duty hrs of each skilled worker will not be more than 08 hrs. The duty of skilled worker manning the Computerized/Electronic system of the Enquiry offices of respective stations will be to ensure Data Entry and handle the Enquiry related works to the satisfaction of Passengers and Railways.

g) The Contractor shall provide Name and Mobile No. of his two representatives for co-ordination on daily basis with Railway administration for manning of work. The Contractor shall also provide to Sr.DCM/Varanasi, the name/mobile number with aadhaar details list with address of workers/staffs supplied by him for the purpose of their easy access into Railway premises.

h) Dress of Data entry worker should be cream color pant & sky blue shirt. The cost of uniform and other related materials will be borne by the Contractor and no extra claim on this account will be acceptable. The contractor on his own cost shall issue Identity Badges to the workers employed by him indicating name of the worker followed by Contractor's name which will be duly certified by Incharge/Supervisor concerned nominated for the purpose. These identity Badges should be so carried that they can be identified by Railway staff and Supervisors.

i) The contractor shall take all precaution for safety of his workers/staffs. The Railway administration will not entertain any claim towards any accident whatsoever of the staff engaged for work by the contractor. The contractor's staff should not have any claim towards employment in Railway organization at any point of time.

j) It shall be the responsibility of the Contractor to keep the materials [Computer/Electronic and devices/peripherals] of Railways at the work place safe, secure and in working condition. In case those are found deficient/damaged due to mishandling, carelessness on part of the worker/staff deployed by contractor, the part or the whole cost of the materials, as the case may be, will be deducted from the running bills of the contractor on approval of Sr.DCM or other competent authority. After completion of the contract period all the materials made available by Railway administration should be returned by the contractor in good condition.

k) The contractor shall deploy physically fit and healthy workers free from contagious diseases. A certificate to the effect from Registered Medical Practitioner with respect to all the workers supplied should be maintained by the contractor and produced when required by Officers of Railway for the purpose of Inspection.

l) The contractor shall arrange for maintenance of various registers, records if any prescribed by the Railways Administration in course of Enquiry work and shall produce the same before Officers, Supervisors of Railways for the purpose of Inspection.

m) The contractor shall be vigilant for the proper functioning of all the electrical equipment /appliances, furniture items, condition of civil infrastructure etc. Any failure of equipments, unserviceable condition of the infrastructural items in the Enquiry Office(s) of the respective station must be brought to the notice of Incharge/Supervisor concerned within 10 minutes of the occurrence of such failure /unserviceable condition. In case of delay in rectification the Incharge/Supervisor shall bring the same to the notice of ACM, DCM, Sr.DCM/ Varanasi. A register in this regard shall be maintained by the contractor duly indicating the name /nature of failure, date & time of failure, time at which Railways officials have been informed about the failure and the time of rectification etc. and acknowledgement regarding any delay in work or in case of repair of Railways items due to contractor's negligence, penalty as per the penalty clause shall be levied.

n) Any complaint or deficiency in Service offered by the contractor shall attract penalty as per penalty clause.

o) The worker/staff deployed by the contractor should report for duty on time and in proper uniform before Incharge/Supervisor concerned.

p) The contractor shall be responsible for maintenance and upkeep of relevant records/registers pertaining to Enquiry work or any such records/register as prescribed by Railway administration including an Attendance Register containing attendance of staff/worker deployed by him and the same shall be checked/supervised by the nominated Incharge/Supervisor on daily basis. The Handing and taking over of charge of each counter on 08 hourly basis (8.00-16, 16-24, 00-08) by the staff/worker of the contractor shall also be monitored by nominated Incharge/Supervisor so as to ensure that continuous and uninterrupted manning of counter/seats at Enquiry offices and Commercial Control Office, Varanasi.

q) The worker/staff deployed by the contractor for the entire work must have individual Bank account in their own name. The payment to workers/staffs by the contractor shall be made as per the latest minimum wages issued from Chief Labor Commissioner (C) with updated VDA into Bank accounts of the individual worker/staff.

r) The contractor shall provide medical treatment to his worker/staff in case of accident on duty. The Railway administration shall in no manner be liable to the contractor or his workers/staffs for injury or death caused as a result of an accident either within or outside Railway area in course of the work. The contractor shall be wholly responsible for and will make good all claims for compensation claimed by his worker/staff under the Workmen's Compensation Act. He shall also indemnify the Railway administration and discharge any such sum that is awarded in respect of Claim for compensation arising out of or consequent to the accident, injury or death to any worker/staff working under him pursuant to the provision of Workmen's Compensation Act (VII of 1923 and XV of 1933) or any subsequent revision thereafter. Provisions of First Aid facility shall be provided and maintained by the contractor.

s) The contractor shall comply with the provisions of Contract Labour(Regulation and Abolition)Act, 1970/Rules 1950, Minimum Wages Act, 1948, Payment of wages Act, 1936, The Workmen's

Compensation Act, 1923, Provision of Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Employees' Pension Scheme, 1995, Child Labour Act, 1986, Sexual Harassment of Women at Workplace(prevention, prohibition and Redressal) Act, 2013 and their revision if any thereafter and shall also be responsible for carrying out all other Legal Obligations as may be required by Law.

t) No conveyance charges shall be paid to the contractor and no residential facility or accommodation shall be provided to the contractor or to the workers deployed by him to carry out the work.

u) If the contractor fails to carry out the work or portion of the work mentioned above, the Railway administration will be at liberty to engage another contractor to accomplish the work referred to in contract and to recover cost from the contractor thereof.

v) Rules except evaluation of tender to be followed by General Condition of Contract for Service 2018 shall be applicable and binding.

w) Tender containing erasures and/or alteration of tender documents are liable to be rejected. Any correction made by the tender(s) in her/their entries must be attested by her/them.

x) The Tender/contract does not in any way confer any right or entitlement to the successful Contractor or worker/staff deployed/utilized by him for absorption in Railway Service. No such claim whatsoever towards absorption in Railway service out of work carried out under this tender shall be entertained in any circumstances.

y) The Railway reserves the right either to cancel or reject the tenders without assigning any reason thereof.

➤ **Earnests Money: (a)-** Payment of Earnest money deposit (EMD). In terms of the Railway Board's letter No. 2010/RS(G)/363/1, dated 05.07.2012, MSEs registered agencies for the "item tendered" will be exempted from payment of Cost of Tender documents and Earnest Money and as per the Gem.

(b) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of Performance Guarantees as per clause 10 of the Tender documents (Clause 4.11 of GCC for Services 2018), for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the bidder(s)/contractor fail to execute the contract document within 07 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

(c) Earnest money of the unsuccessful bidder(s) will, save as here-in-before provided, be returned to unsuccessful bidder(s) within 15 days after finalization of the bid/negotiation, 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 Bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

Partnership Deeds, Power of Attorney Etc. : The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she 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 Railways will not be bound by any power of attorney granted by the bidder 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.

The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by a Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorizing her/them to submit the tender, sign the agreement, receive money, witness measurement, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign " No Claim Certificate" and refer all or any disputes to arbitration.

The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture(JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or society shall enclose self attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid documents in such cases shall to be signed by such person as may be legally competent, Association or Society, as the case may be.

The bidder shall give full details of the constitution of the Firm/JV/Company/ Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

(a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.

(b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/ notarized Partnership deed and (ii) Power of Attorney duly authorizing one or more partners of the firm or any other person(s) authorized by all the partners to act on behalf of the firm and to submit and sign the Bid, sign the agreement, witness measurement, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim(s) preferred by the firm, sign “No Claim Certificate” refer all or any dispute to arbitration and to take similar action in respect of all Bids/Contracts OR said Bid/contract.

(c) Joint Venture(JV): The Bidders shall submit documents as mentioned in clause 3.0 of the tender documents.

(d) Company registered under Companies Act-1956: The Bidder shall submit (i) copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company ; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favors of the individual, signing the Bid on behalf of the Company.

(e) Society: The Bidder shall submit (i) self attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favor of the Tender signatory.

(f) If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the afore-mentioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

After opening of the Bid, any document pertaining to the Constitution of the Firm/JV /Society etc. shall neither be asked nor be entertained/considered.

A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/Tender conditions.

2. TERMS OF PAYMENT:

- i) The contractor will submit his bill on monthly basis on Gem Id of Sr.DCM/BSB copies for the actual seat operated as per the accepted rates to nominated Commercial Supervisors/Inspectors. Concerned Supervisors/Inspector verify attendance register.
 - ii) When Contractor will generate bill he would accompanies his bill with these documents are- Attendance register, EPF & ESIC Contribution Challan with staff ID, Bank Payment Details, Updating Staff details on shramik kalyan portal, will be same submit above with bills on Gem ID of Sr. Divisional Commercial Manager, N.E. Railway, and one copy will be submitted at office Varanasi with his remarks. Sr.DFM/Varanasi is the bill paying authority. Payment will be made through RTGS/NEFT System only.
 - iii) Performance Guarantee at the rate of 05% of the contractual value shall be deposited by the successful bidder. in a manner as specified in letter No.2017/EnHM/25/11 New Delhi dated. 24.05.2024.).
 - iv) Income Tax, Cess charges, etc., (if any) as applicable from time to time will be deducted from the bills of the firm. and any other statutory deduction from the contractor bills as required.
 - v) Delay in payment or non-payment of contractor's bill will be under no circumstances be accepted as excuse for contractor not to carry contract satisfactorily. Bill if preferred by the contractor after six months of the reckoning due must be accompanied by sufficient justification. Such claims are considered as time- barred and may be untenable. A bill preferred after 3 years of becoming due will under no circumstances be entertained.
 - vi) No TA/DA or any other traveling facility will be provided to the contractor or his agent for undertaking railway journey or any other journey in connection with the above contract.
 - vii) No payment shall be made in case of absence of the contractor's staff/worker from duty, counter not being operated due to reason whatsoever and for this reason penalty will be imposed as per penalty clause.
 - viii) The contractor is required to provide documentary evidence to show the coverage of all her workers or labour under the government schemes as specified by the government mentioned in (Clause no. 6.17 of GCC for Services, 2018) on an annual basis. Upon verification of the records by Railways, Payments can be released to the contractor.
 - ix) . Any Bill Payment to the contractor shall be subjected to Budget/Fund availability.
 - x) -MANDATORY UPDATION OF LABOUR DATA ON RAILWAY'S SHRAMIKKALYAN PORTAL BY CONTRACTOR: - Contractor is to abide by the provision of Payment of Wages act & Minimum Wages act in terms of Indian Railways General Condition of Contract. In order to ensure the same an application has been developed and hosted on website- **www.shramikkalyan.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 {Authority: Rly Bd L. No.-2018/CE-I/CT/4, Dated-17/10/18}.
 - xi) All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
 - xii) The worker/staff deployed by the contractor for the entire work must have individual Bank account in their own name. The payment to workers/staffs by the contractor shall be made as per the latest minimum wages with statutory payments of EPF, ESI, issued from Chief Labour Commissioner(C) into Bank accounts of the individual worker/staff.
 - xiii) With each 'On Account Bill', contractor shall submit copy of Bank statement showing wages details of each employee.
 - xiv) As per Railway Board letter No. D.O. No.2018/Trans.Cell/Mech/Contractual Staff dt02.08.2018 .It is mandatory to cover Contractual workers engaged in Labor intensive contracts under the following insurance schemes launched by Hon'ble Prime Minister namely :-
(1) Pradhan Mantri Suraksha Beema Yojana (PMSBY) and (2) Pradhan Mantri Jeevan Jyoti BeemaYojana (PMJJBY).
- Note:
1. The contractor has to pay GST (as applicable rate) and all the taxes levied by Central Government, State Government, Municipal Corporation, Local bodies or any other authorized bodies.
 2. The tenderer must quote his offer according to the current rate of wages prevalent on the date of uploading his tender. Offers quoted below the current rate of wages (inclusive of PF & ESIC) as stipulated by CLC rates from time to time shall be summarily rejected.

PROVISION OF PENALTY:

In case of non-compliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below: -

1.The following conditions shall specify breach of Contract and Buyer shall have the right to Immediately terminate the Contract and can also lead to blacklisting of Service Provider.

a. Cumulative penalties reach 10% of the contract value.

b. Repeated breach of scope of work beyond 3 instances in the entire contract period after that as per the discretion of Sr.DCM/BSB.

c. Subcontracting or outsourcing of the contract, in part or whole.

(i) In case of unsatisfactory work by workers deployed by the contractor the same will be looked into by nominated In-charge/Supervisor for looking after of Enquiry work. Penalty of Rs.1000/- per case shall be levied against the contractor if reported to be true.

(ii) In case of unsatisfactory work related at Commercial Control office, Varanasi and a penalty of Rs. 1000/- per case shall be levied against the contractor if reported to be true.

(iii) In case any complaint is received attributable to misconduct/ misbehavior of contractor's personnel, non compliance /unsatisfactory compliance of any of the provisions laid- down in the terms and conditions of this contract will render the contractor, a penalty of Rs. 3,000/- only for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.

(iii) Any loss or damage caused to any of the asset /property of the Enquiry Offices of respective stations and Commercial Control Office, Varanasi due to negligent working of the contractor or his deputed staff, the original cost of the asset/ property will stand debatable and recoverable from the contractor's work done bill or from his security deposit Money as the case with the fine of Rs.5000/-.

(iv) If contractor's staff is found not in uniform /not holding Identity card during inspection by the Railway officials or for not meeting any other requirements of the contract agreement a minimum penalty of Rs. 1000/- will be imposed on the contractor at each occasion.

(v) It will be the responsibility of the Contractor to ensure smooth execution of the contract without any interruption. In case for any reason, owing to contractor fault, the work stops, then a penalty of one-day total agreement contract value + 20% of this one day's value will be deducted for every day's stoppage of work.

(vi)-If any deficiency will be found vis-à-vis scope of work during inspection by visiting officials Maximum following penalty will be deducted from the bill of contractor per occasion as per the table given below: -

Grade of Officer	Max. Penalty Amount
Jr. Scale/Sr. Scale officer	Rs. 5000/-
J.A. Grade Officer/SG Officer	Rs.15,000/-
SAG	Rs.18000/-
PHOD	Rs.20000/-

(vii)-In case of absence of staff/worker supplied by the contractor for any shift then charge paid for the shift will be deducted and penalty of Rs. 2000/-to be imposed on every such occasion.

(viii) If any staff of the contractor is found to be engage in any type of fraudulent activities then penalty of Rs.50000/- would be levied and the said staff to be immediately removed. Repeated of such activities for 3 times, the competent authority (Sr.DCM/BSB) can terminate the contract and forfeit the performance guarantee and leads to blacklisting of firm.

I. MEANING OF TERMS:

- ❖ Interpretation: These shall be subject to modifications editions are suppression by special conditions of contract and/or special specification, if any, annexed to the Bid forms.
- ❖ Definition: In the General Conditions of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires.

a) Railway: shall mean the President of the Republic of the India or the Administrative Officers of the Railway or the Successor Railway authorized to deal with any matters, which these presents are concerned on her behalf.

b) General Manager (GM): shall mean the Officer-in-Charge after general superintendence and control of the Zonal Railway/Production Units and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.

c) Chief Manager: shall mean the Officer in charge of the user department i.e. Mechanical/Commercial/Operations/Safety/Finance/Health/Engineering including S&T and Electrical of both open line and Construction department including production units etc.(for e.g. COM, CCM, CE, CMD etc.) and shall mean and include their successors of the Successors Railway.

d) Divisional Railway Manager (DRM): shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

e) Manager: shall mean the Divisional officers or equivalent officers of the user department i.e. Mechanical/Commercial/Operations/Safety/Finance/Health/Engineering including S&T and Electrical of both open line and Construction department including production units etc. in executive charge of the works (e.g. Sr.DME, Sr. DOM, Sr. DCM, CMS, Sr. DEN etc.) and shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway.

f) Bidder: shall mean the person/the firm/co-operative or company whether incorporated or not who Bids for the services with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assignees.

g) Limited Bids: shall mean bids invited from all or some contractors on the approved or select list of Contractors with the Railway.

h) Open Bids: shall mean the bids invited in open and public manner and with adequate notice.

i) Works: shall mean the works contemplated for delivery of services as per drawings and schedules set forth in the Bid firms and required to be executed according to the specifications.

j) Service: means any subject matter of procurement other than goods are works, except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in the behalf.

k) Earning Contract: means a contract in which the contractor makes payment to Railway for some notified activity, i.e. where Railway gets some earning by awarding the contract. Examples of earning contracts are running (operating) 4-wheeler/2- wheeler stands; publicity on platforms/trains etc; running (operating) various type of stalls on platforms including reservation centers, book-stalls, restaurants, fast-food stalls, tea-stalls etc.”

l) Specifications: shall mean the standard Specifications for Materials and Services of Railway as specified by Railway under the authority of the Ministry of Railways or the Chief Manager or as amplified, added to or superseded by Special Specifications, if any or as specified in the Bid document.

q) Schedule of Rates of the Railway (SOR): shall mean the schedule of Rates issued under the competent authority from time to time.

r) Drawings shall mean the maps, drawings plan, tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Manager from time to time.

s) Contractor shall mean the person/Firm/Co-operating Society or Company whether incorporated or not who enters the contract with the Railway and shall include their executers, administrators, and successors and permitted assignees.

t) Contract shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates or Railway modified by the Bid percentage for items of works quantified, or not quantified, the General Conditions of Contract, the special condition of contracts, if any; the Drawings, the Specifications, the Special Specifications, if any and Bid Firms, if any.

u) Tools and plants shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the services.

v) “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the services.

w) Site shall mean the lands, spaces, trains and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.

x) Period of Maintenance shall mean the specified period of maintenance from the date of completion of the works, as certified by the Manager.

y) Two Bid System/Two Packet System shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. This is the standard method to be adopted.

II. ELIGIBILITY OF BIDDERS AND BID EVALUATION

❖ Eligible Applicant

1. The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

a) A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a J.V. A Bidder who submits or participates in, more than one bid will cause all the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.

b) Any Central Government department/Ministry of Railways must not have banned business with the Bidder as on the date of Bid submission.

c) If the bidder or any member 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.

d) Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process:

e) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project; (ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.”

f) If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of “Allied Firm” under Para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual. Consequent to having been banned business dealings or suspended business dealings.

2. Lead Partner/Non-Substantial Partners/Change in JV/Consortium

a) One of the members of the JV Firms shall be its Lead Member who shall have majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms with up to three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead member has to be an Indian Firm.

b) Once the Bid is submitted, the MOU shall not be modified/altered/terminated during the validity of the Bid. In case the Bidder fails to observe /complete with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

c) Approval for change of constitution of JV Firm shall be at the sole description of the Employer (Railway). The constitution of the JV Firm shall not be allowed be modified after submission of the bid by the JV firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

d) Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency or contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential action as per contract conditions.

3. Joint Venture (JV) Firms in Bids

a) Participation of joint Venture (JV) firms in service bids: This clause shall be applicable in the bids, where participation of JV has been allowed as per bid document.

i) Separate identity/name shall be given to the joint venture firm.

ii) Number of members in a JV firm shall not be more than three, if the service involves only one department (say mechanical or commercial or Medical) and shall not be more than five, if the works involves more than one department.

iii) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same Bid.

iv) The Bid form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.

v) Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be excepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV member to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

vi) A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

vii) On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per clause 4.11. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

viii) On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the service. In case the Bidder fails to observe/comply with this stipulation, the full earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint Venture Agreement shall have, inter alia, following Clauses.

ix) Joint and Several Liability – Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of service in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non- execution of the contract of part thereof.

x) Governing Laws-The Joint Venture Agreement shall in all respect be governed by the interpreted in accordance with Indian laws.

xi) Authorized Member-Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the Bid, sign the agreement or enter into contract in respect of the said Bid, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Bid/Contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

xii) No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said Bid/Contract.

b) Document to be enclosed by the JV Firm along with the Bid:

❖ In case one or more of the members of the JV Firm is/are partnership Firm(s) , following documents shall be submitted:

i) Notary certified copy of the partnership Deed.

ii) Consent of all the partners to enter into the joint Venture Agreement on a stamp paper of appropriate value (in original).

iii) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

❖ In case one or more members is/are proprietary firm or HUF, the following document shall be enclosed:

iv) Affidavit on Stamp paper of appropriate value declaring that his/her concern is a proprietary concern and she/he is sole proprietor of the concern OR he/she is in position of “KARTA” of Hindu Undivided family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

❖ In case one or more members is/are limited companies, the following documents shall be submitted.

v) Notary Certified copy of resolutions of the Directors of the company, permitting the company to enter into a JV agreement, authorizing MD or one of the directors or managers of the company to sign JV Agreement, such other document required to be signed on behalf of the company and enter into liability against the company and/or do any other act on the behalf of the company.

vi) Copy of Memorandum and Articles of Association of the company.

vii) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person do/act mentioned in the Para (a) above.

viii) All the Member of JV shall certify that they are not blacklisted or debarred 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 either in their individual capacity or as a member of the JV Firm in which they were/are members

4. Bid Evaluation System:

a) **Single Packet system:** This method of evaluation shall be used for all service contracts having bid value upto and including Rs. 50 lakhs. This shall be based on the eligibility criteria.

b) **Two Bid System/Two Packet System:** This method of evaluation shall be used for all service contracts having bid value exceeding Rs 50Lakh. The procedure detailed below shall be adopted for dealing with 'Two Packets System' of Bidding: With a view to assess the bids technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted. In this system, the bidders shall submit their quotations/offers in two sealed envelopes; with one envelope containing the Technical bid (First Packet) and the other envelope containing the Financial bid (Second Packet). The first Packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the bidders. If the technical offers are found acceptable by meeting the minimum qualifying marks as provided in the technical criteria, the second packet shall be opened and the bids shall be processed for finalization in the normal manner (eligible lowest bidder). Those bidders who do not meet this criterion shall not be considered for opening their financial bids. However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc; communication can be initiated with the bidders. In seeking clarifications, all communications with bidders shall be properly recorded so that an audit trail is maintained. Clarification shall be confined to the documents/information already submitted by the bidder.

c) Bidder's Credentials:

i) Each page of the copy of documents/certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp & date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested.

5- Cares in Submission of Bids:

a) Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the provisions in the General Conditions of Contract for the delivery of services to the entire satisfaction of the Manager.

b) When the service is bided for, by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf.

c) Railway shall not be bound by any power of attorney granted by the Bidder 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 changeable to the contractor.

5. 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(LOA) 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 the 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.

6. Form of Contract Document

Every contract shall be completed in respect of the document it shall so constitute. Not less than 3 copies of the contract document shall be signed by the competent authority and the contractor-one copy given to the contractor, one copy for the finance department and one copy for the contract manager. The form of contract document shall be provided in the tender/bid documents for every individual work.

IV GENERAL OBLIGATIONS:

1. Execution Co-Relation and Intent of Contract Documents

a) 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 any or properly inferable from any heading or class of the specification 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 recognized standards.

b) If a service is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

c) If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the contractor and the Successor railway had been parties thereto from the date of this contract.

2. Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.

3. Compliance to Regulations and Bye-Laws: The Contractor shall conform to the provision of any statute relating to the services and regulations and bye-laws of any local authority and of any water, drainage and lighting companies or undertaking, with whose system the services are proposed to be provided and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Manager notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until she has received instructions from the Manager in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4. Communications to Be In Writing: All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

5. Service of Notices on Contractors: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

6. Assignment or Subletting Of Contract

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

7. Railway Passes

No free Railway passes shall be issued by the Railway to the Contractor or any of her employees/workers. Wherever required 'authority of entering of restricted area' or 'authority for on board services' shall be provided.

8. Carriage of Materials

No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

9. Indemnity by Contractors

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 services/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 not any damage shall have been sustained.

10. Performance Guarantee:

i) Performance guarantee at a rate of 05% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 05% of the contract value within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue or LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contractor shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be consider as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

ii) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting the 05% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% to the original contract value, Performance guarantee amounting to 05% to the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

iii) The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract.

iv) If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encased after the completion of the contract.

v) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 05% of the contract value.

i) A deposit of Cash;

ii) Irrevocable Bank Guarantee;

iii) Government Securities including State Loan Bonds at 5% below the market value;

iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks, .

v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;

- vi) A Deposit in the Post Office Saving Bank;
- vii) A Deposit in the National Savings Certificates;
- viii) Twelve years National Defense Certificates;
- ix) Ten years Defense Deposits;
- x) National Defense Bonds and
- xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO, N.E. Railway /Varanasi, (free from any encumbrance) may be accepted.

Note - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

vi) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. 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.

vii) The Performance Guarantee (PGs) shall be released after physical completion of the work/service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claim Certificate" from the contractor. In case any contract provides for warranty/maintenance clause then 25% of the Performance Guarantee would be retained till the warranty/maintenance period is over and a certificate to that effect is issued by the Manager.

viii) Whenever the contract is rescinded, the Performance Guarantee shall be encashed/forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

ix) The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.

(c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

11. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works/services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Manager as to whether the works/services have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

12. Illegal Gratification:

a) Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or her partner, agent or servant or, anyone on her behalf, to any officer or employee of the Railway, or to any person on her behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which she may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway.

b) The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

13. Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied himself 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.

14. Commencement of Services

The Contractor shall commence the services within 15 days (unless specified otherwise) after the receipt by her of an order in writing to this effect from the manager or as directed by the manager and shall proceed with the same with due expedition and without delay.

15. Accepted Programme

The contractor shall submit schedule of delivery of services, the details of organization (in terms of labour and supervisors) plant and machinery that she intends to utilize (from time to time) for execution of the services. The programme of delivery of services amended as necessary by discussions with the Manager shall be treated as the agreed programme of the delivery of services for the purpose of this contract and the contractor shall endeavor to fulfill this program of delivery of services. The progress of delivery of services shall be watched accordingly.

16. Compliance to Manager's Instructions

The Manager shall direct the order in which the several components of the services shall be provided and the Contractor shall execute without delay all orders given by the Manager from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the services in all respects.

17. Alterations to be Authorized

No alterations in or additions to or omissions or abandonment of any part of the services shall be deemed authorized, except under instructions from the Manager, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Manager.

18. Extra Works:

Should services over and above those included in the contract require to be provided at the site, the contractor shall have no right to be entrusted with the execution of such works/ services which may be carried out by another contractor or contractors or by other means at the option of the Railways.

19. Separate Contracts In Connection With Services:

The Railway shall have the right to let other contracts in connection with the works/services. The Contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works/ services and shall properly connect and coordinate her work/services with theirs. If any part of the Contractors work/ services depends for proper execution or result upon the work/ services of another contractor(s), the Contractor shall inspect and promptly report to the Manager any defects in such works/ services that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work

as fit and proper for the reception of her services, except as to defects which may develop in the other contractor's work after the execution of her work.

20. Instruction of Manager's Representative

Any instructions or approval given by the Manager's representative to Contractor in connection with the services shall bind the Contractor as though it had been given by the Manager provided always as follows-

(a) Failure of the Manager's representative to disapprove any work/services or materials shall not prejudice the power of the Manager thereafter to disapprove such services or material and to order the rectification thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Manager's representative, she shall be entitled to refer the matter to the Manager who shall there upon confirm or vary such decision.

21. Adherence to Specifications and Drawings

The whole of the works/services shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If Contractor performs any act in a manner contrary to the specifications or drawings or any of them and without such reference to the Manager, she shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.

22. Ownership of Proprietary Information and Specifications

All Procedures, documents, drawings, processes and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property/proprietary information of the Railway. They shall not be copied, distributed, published, and used in any form or on other services. With the exception of the signed contract set, all such documentation in hard copy or soft copy format and other material, shall be returned by the Contractor to the Railway on completion/termination of the Contract.

a) Compliance with Contractor's Request for Details

The Manager shall furnish with reasonable promptness, after receipt by her of the Contractor's request for the same, additional instructions by means of procedures, specification or otherwise, necessary for the proper execution of the services or any part thereof. All such procedures, specifications and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

b) Meaning and Intent of Specification and Drawings

If any ambiguity arises as to the meaning and intent of any portion of the procedures, Specifications and Drawings or as to execution or quality of any services or material, or as to the measurements of the services the decision of the Manager thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Manager who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23. Working Timings

The Contractor shall have to carry out any required services round the clock as per direction of the Manager/ Manager's representative.

24. Damage to Railway Property or Private Life and Property

The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

25. Sheds, Yards and Store Houses

The Contractor shall at her own expense provide herself with sheds/yards and, storehouses in such situations and in such numbers as in the opinion of the Manager is requisite for carrying on the works and the Contractor shall keep at each such sheds, store-houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26. Provision of Efficient and Competent Staff at Sites by the Contractor

a) The Contractor shall maintain efficient and competent staff to give the necessary directions to her works and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, workers & laborers in or about the execution of any of these services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained.

b) The Contractor shall at once remove from the site any agents, permitted sub-contractor, supervisor, worker or laborer who shall be objected to by the Manager and if and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her.

c) In the event of the Manager being of the opinion that the Contractor is not employing on the services a sufficient number of staff and workers as is specified or otherwise for proper execution of the services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Manager immediately and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind/panelize the contract under suitable clause of these/special conditions.

27. Deployment of Qualified Supervisors by the Contractor:-

(a) The contractor shall also employ qualified supervisors based on value of the contract and the extent of services as prescribed in the bid documents as 'Special Conditions of contract' by the Tender Inviting Authority.

(b) In case the contractor fails to employ the supervisor, as aforesaid in the above paragraph, she shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in this action in this section or as provided for in the bid document.

(c) Number of qualified supervisors required to be deployed by the Contractor for various activities contained in the service contract shall be specified in the tender documents by the tender inviting authority.

28. Skilled Labour/Expertise and Testing

The whole of the services and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workers with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the Manager according to the instructions and directions which the Contractors may from time to time receive from the Manager. The materials may be subjected to tests by means of such machines, instruments and appliances as the Manager may direct and wholly at the expense of the Contractor.

29. Rates for Items of Services

The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for services duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications/procedures specified in the contract document including drawings wherever applicable along with all labour, materials, tools, and plants etc.

a) Rates for Extra Items of Services: Any additional item of work carried out by the Contractor on the instructions of the Manager which is not included in the accepted Schedules of Rates shall be executed at the rate agreed upon between the Manager and the Contractor before the execution to such items of work. The Contractors shall be bound to notify the Manager at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Manager and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the railway shall be claim for loss or damage that may result from such procedure.

b) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the services carried out or expenditure incurred by her prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Manager. However, if the Contractor is not satisfied with the decision of the Manager in this respect, she may appeal to the Chief Manager within 30 days of getting the decision of the Manager, supported by analysis of the rates claimed. The Chief Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

30. Environmental Requirements

The contractor shall, when working on the Permission, perform its obligations under the Contract in accordance with the Indian Railway environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

31. Intellectual Property Rights

i) All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, software, patents, patterns, models, designs or other material (the "IP Materials"):

a) Furnished to or made available to the Contractor by or on behalf of the Railway shall remain the property of the Railway; and

b) Prepared by or for the Contractor on behalf of the Railway for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Railways; and the Contractor shall not, and shall ensure that the staff shall not, (except necessary for the performance of the Contract) without prior Approval, use or disclose any intellectual Property Rights in the IP Materials.

ii) The Contractor hereby assigns to the Railways, with full title guarantee, all Intellectual Property Rights which may subsists in the IP Materials repaired in accordance with clause 33.1. This assignment shall take effect on the date of the Contract or as a present assignment of future rites that will take effect immediately on the coming in to existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

iii) The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contract or the performance of the Contract.

iv) The Contractor shall ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the Contract, grants to the Railways a nonexclusive license or, if itself a license of those rights, shall grant to the Railways an authorized sub-license, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such license or sub-license shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Railways to sub-license, transfer, notate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Railways. This is particularly relevant to any digital contract management system developed for Indian Railways as per clause 30.

v) The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Railways harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Railway may suffer or incur as a result of or in connection with any breach of this clause.

vi) The Railway shall notify the Contractor in writing of any claim or demand brought against the Railways for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.

vii) The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor.

a) Shall consult the Railways on all substantive issues which arise during the conduct of such litigation and negotiations;

b) Shall take due and proper account of the interests of the Railways, and

c) Shall not settle or compromise any claim without the Railways prior written consent (not to be unreasonably withheld or delayed).

viii) The Railways shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Railways or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property rights in connection with the performance of the contractor's obligations under the Contract and the Contractor shall indemnify the Railways for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

ix) If a claim, demand or action for infringement or alleged infringement of any intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the railways and at its own expense and subject to the consent of the Railways (not to be unreasonably withheld or delayed) use its best endeavors to:

(a) modify and or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or

(b) Procure a license to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Railways, And in the event that the Contractor is unable to comply with sub-clauses (a) or (b) above within twenty working days of receipt of the Contractor's notification the railways may terminate the contract with immediate effect by notice in writing.

x) The Contractor grants to the Railways a royalty-free, irrevocable and non-exclusive license (with a right to sub-license) to use any intellectual Property Rights that the Contractor owned or developed prior to the Commencement date and which the Railways reasonably requires in order exercise its rights and take the benefit of this Contract including the Services provided.

V. VARIATIONS, MEASUREMENT AND PAYMENTS

1. Extension of Time: Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clause. However, care may be taken to ensure that the extension in service contracts (other than Consultancy contracts) is on the ground that new contract has not been finalized.

2. Extension Due to Modification

If any modifications have been ordered which in the opinion of the Manager have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Manager to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

3. Extension for Delay Not Due To Railway Or Contractor

If in the opinion of the Manager, the progress of services has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway under Clause 19 of these Conditions or in executing the work/services not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Manager pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Manager or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Manager within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of her to the satisfaction of the Manager to proceed with the services. The contractor may also indicate the period for

which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Manager on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

4. Extension for Delay Due to Railways: In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the services or to give the necessary notice to commence the services or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

5. Extension of Time for Delay Due to Contractor

The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed no later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5.1 of GCC, the Railway may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the manager may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 0.10% of the contract value of the services for each week or part of the week.

a) For the purpose of this Clause, the contract value of the services shall be taken as value of services as per contract agreement including any supplementary contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5%. In lieu, competent authority while granting extension to the currency of contract under clause 5.2 of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract. This section does not limit Indian Railways from imposing any penalties under other provisions and such penalties will be applicable concurrently. Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor and in the event of failure on the part of the contractor to complete the services within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 7.4 of these Conditions, whether or not actual damage is caused by such default.

6. Modification to Contractor to be in Writing

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no service shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the railway shall have the right to repudiate such arrangements.

a) Powers of Modification to Contract:

The Manager on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the services or make any alternations in their design, character position, site quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution 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 any for the actual amount of work done and for approved material supplied against a specific order.

b) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or any compensation but whatsoever upto the limit of 25% variation in quantity of individual item of services.

c) Valuation of Variations: The variation referred to in sub-clause 6(b) of this clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefore shall be calculated in accordance with accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause 6(b) above shall be paid for at the rates determined under Clause-29(a) of these Conditions.

d) Variations in Quantities during Execution of Service Contracts

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of service contracts-

- i) Individual NS items in contract shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- ii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender or operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
- iii) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade:
- iv) Quantities operated in excess of 125% but upto 140% of the agreement quantity of concerned item shall be paid at 98% of the rate awarded for that item in that particular tender;
- v) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- vi) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstance with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- vii) The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.
- viii) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/FA&CAO© and approval of General Manager.
- ix) In cases where decrease is involved during execution of contract-
- x) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
- xi) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- xii) It should be certified that the work proposed to be reduced will not be required in the same work.
- xiii) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value items for this purpose is defined as an items whose original agreement value is less than 1% of the total original agreement value.
- xiv) As for as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- xv) For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
- xvi) For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
- xvii) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account payment shall be restricted to the lowest calculated value of all valid offers).

7. Claims:

a) Monthly Statement of Claims

The Contractor shall prepare and furnish to the Manager once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider herself entitled to and of all extra or additional works ordered by the Manager which she has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

b) Signing of “No Claim” Certificate

The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after she shall have signed a “No Claim” Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

8. Price Variation Clause (PVC):

The Price Variation Clause is devised as per composition of an individual work/service contract can be incorporated by the tender inviting authorities based on following general principles. The amount payable on account of Price variation shall be settled every quarter.

a) Applicability: Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and for long term contracts, where delivery period extends beyond 18 months. Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause, If in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation. (*refer to rule 225, General Financial rules, 2017).

b) Base Month: The Base Month for ‘Price Variation Clause’ shall be taken as month of opening of bids including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of bid. The Price Variation shall be based on the average Price Index and minimum wages of the quarter under consideration.

c) Validity: Rates accepted by Railway Administration shall hold good till completion of service contract period and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder. Adjustment for variation in prices of material, labour, fuel etc. shall be determined in the manner prescribed.

d) Component of various items in a contract on which variation in prices be admissible shall be Material, Labour and “Fuel and shall be taken based on their proportions in the estimate. However, for fixed components, no price variation shall be admissible.

e) The price escalation shall be calculated based on the following clauses i.e 5.7.6 (a) and 5.7.6 (b) of GCC of service contract the higher of the two shall be paid.

f) The percentages of labour component, material component etc in various types of Services shall be as under:

Component	Percentage	Component	Percentage
(A) Housekeeping Contracts			
Labour Component	70%	Other Material Components	15%
Fuel Component	0%	Fixed Component*	15%
(B) Consultancy Contracts			
Labour Component	80%	Other Material Components	5%
Fuel Component	0%	Fixed Component*	15%
(C) Other Contracts			
Labour Component	35%	Fuel Components	15%
Material Component	35%	Fixed Component*	15%

*It shall not be considered for any price variation.

Formulae: The Amount of variation in prices in several components (labour material etc.) shall be worked out by following formulae.

$$(i) L = \frac{W \times (LQ - LB)}{LB} \times \frac{Lc}{100}$$

$$(ii) M = \frac{W \times (MQ - MB)}{MB} \times \frac{Mc}{100}$$

$$(iii) F = \frac{W \times (FC - FB)}{FC} \times \frac{Fc}{100}$$

Where: L	Amount of price variation in Labour
M	Amount of price variation in Materials
F	Amount of price variation in Fuel
Lc	% of Labour Component
Mc	% of Material Component
Fc	% of Fuel Component
W	Gross value of work done (services performed) by contractor as per on-account bill (s), excluding cost of materials supplied by Railway at fixed price. This will also exclude specific payment, if any, to be made to the consultants engaged by contracts (such payment shall be indicated in the contractor's offer).
LB	Consumer Price Index Number for industrial Workers- All India Published in R.B.I Bulletin for the base period.
LQ	Consumer Price Index Number for industrial Workers- All India Published in R.B.I Bulletin for the average price index of the 3 months of the quarter under consideration.
MB	Index Number of Wholesale Prices- By Groups and Sub-Groups: All commodities- as published in the R.B.I Bulletin for the base period.
MQ	Index Number of Wholesale Prices- By Groups and Sub-Groups: All commodities- as published in the R.B.I Bulletin for the average price index of the 3 months of the quarter under consideration.
F _B	Index Number of Wholesale Prices- By Groups and Sub-Groups for fuel and Power as published in the R.B.I Bulletin for the base period.
F _Q	Index Number of Wholesale Prices- By Groups and Sub-Groups fuel and Power as published in the R.B.I Bulletin for the average price index of the 3 months of the quarter under consideration.
(h)	In contracts where the number of workforce is specified, any revision in the minimum wages etc. notified through government order/circulars etc. after the date of submission of bids shall be compensated by the Railway administration, on an actual basis.
(i)	For material portion, the relevant RBI Bulletin (Index numbers of wholesale prices in India- by Groups and Sub-groups-Averages) shall be used.
(ii)	The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India and revision in the minimum wages. Any adjustment needed to be done based on the finally published indices shall be made as when they become available

9. Price Variation during Extended Period of Contract:

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under clause 5.1 of the Standard General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 5.2 price adjustment shall be done as follows:

- In case the indices or minimum wages increase above the indices or minimum wages applicable to the last month of original completion period or the extended period under Clause 5.1, the price adjustment for the period of extension granted under Clause 5.2 shall be limited to the amount payable as per the Indices or minimum wages applicable to the last month of the original completion period or the extended period under Clause 5.1 of the General Conditions of Contract, as the case may be
- In case the indices fall below the indices or minimum wages applicable to the last month of original/extended period of completion under Clause 5.1 as the case may be then the lower indices or minimum wages, as the case may be, shall be adopted for the price adjustment for the period of extension under Clause 5.2 of the Standard General Conditions of Contract.

10. Maintenance of Works contemplated in the Service

a) Service contracts may have an element of work included to provide services. In such cases the content of this Para shall be applicable - The Contractor shall at all times during the progress and continuance of the service and also for the period of maintenance of work contemplated in the Service specified, if any in the Bid Form after the date of passing of the certificate of completion by the Manager or any other earlier date subsequent to the completion of the work that may be fixed by the Manager be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the work and shall make good from time to time and at all times as often as the Manager shall require any damage or defect that may during the above period arise in or be discovered or be in any way connected with the work, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Manager so to do all losses, damages, costs and expenses

they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the contractor or of her failure in any respect.

b) Certification of Completion of Works Contemplated in Service: As soon as in the opinion of the Manager the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work, if applicable, shall commence from the date of completion mentioned in such certificate. The manager may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Manager and occupied or used by the Railway. When any such certificate is given in respect of part of a work such part shall be considered as completed and the period of maintenance. If any shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

c) Maintenance Certification:

In case maintenance period is specified in the contract, for any part the Contract, it shall not be considered as completed until a Maintenance Certificate shall have been signed by the Manager stating that the works have been completed and maintained to her satisfaction. The maintenance Certificate shall be given by the Manager upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Clause 5.9.1 of these Conditions shall have been completed to the satisfaction of the Manager and full effect shall be given to this Clause notwithstanding the taking possession of or using the works/services or any part thereof by the Railway.

d) Contractor Not Absolved By Completion Certification : The certificate of Completion in respect of the works referred to in Sub-Clause 5.9.1 of this Clause shall not absolve the contractor from her liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the Bid arising in the opinion of the Manager from materials or quality of workers not in accordance with the drawings or specification or instruction of the Manager, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Manager be amended and made good by the Contractor at her own cost, and in case of default on the part of Contractor, the manager may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfection, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to her under the contract.

e) Approval Only by Maintenance Certificate : No certificate other than Maintenance certificate referred to in clause 5.9.3 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional varied work having been ordered by the Manger nor shall any other certificate conclude or prejudice any of the powers of the Manager.

11. Certificate of Completion of Services:

a) As soon as in the opinion of the Manager, the service has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion. The Manager may also issue such a certificate of completion duly indicating the date of completion. The Manager may also issue such a certificate indicating date of completion with respect to any part of the service (before the completion of the whole of service). Which has been completed to the satisfaction of the Manager When any such certificate is given in respect of part of a service; such part shall be considered as completed.

b) Approval Only by Completion Certificate : No certificate other than completion certificate referred to in Clause 5.10 of the conditions shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional varied work having been ordered by the Manger nor shall any other certificate conclude or prejudice any of the powers of the Manager.

12. Cessation of Railway's Liability:

The Railway shall not be liable to the contractor for any matter arising out of or in connection with the contract of the execution of the work/service unless the contractor shall have made a claim in writing in respect thereof before the issue of the completion certificate for service/Maintenance certificate for works contemplated in service, as the case may be under this clause.

13. Unfulfilled Obligations:

Notwithstanding the issue of completion certificate for service/Maintenance certificate for works contemplated in services as the case may be the contractor and (subject to clause 5.11) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the completion certificate for service which remains unperformed at the time such certificate is

issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

14. Final Payment:

a) On the Manager's certificate of completion in respect of the services adjustment shall be made and the balance of account based on the Manager or the Manager's representative's certified measurements of the total quantity of service executed by the contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 4.42. 1 of these conditions shall be paid to the contractor, subject always to any deduction which may be made under these present, and further subject to the contractor having delivered to the manager either a presents, and further subject to the contractor having delivered to the manager either a full account in detail of all claims she may have on the railway in respect of the works or having delivered "No claim certificate" and the manager having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contracts have been in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the services have been properly replaced and made good and all expenses and demands incurred by or made upto the railway for or in the respect of damage or loss by from or in consequence of the services have been satisfied agreeably and in conformity with the contract.

b) 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/services and the final bill including all supporting vouchers abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to her if as a result of such examination any over-payment to her is discovered to have been made in respect of any services done or alleged to have been done by her under the contract.

c) Production of Vouchers etc. by the Contractor: For a contract of more than Rs 2 Crore, the contractor shall, whenever required produce of cause to be produced for examination by the manager any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter memorandum, paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the manager on the question of relevancy of any documents, information or return being final and binding on the parties). The contractor shall similarly produce vouchers etc if required to prove to the manager, that materials supplied by her are in accordance with the specifications laid down in the contract.

d) If any portion of the service in a contract of value more than Rs 2 crore be carried out by a sub-contractor or any subsidiary or allied firm or company (as per clause 4.5 of the General conditions of contract), the manager shall have power to secure the books of such subcontract or any subsidiary or allied firm or company through the contractor, and such books shall be open to her inspection.

e) The obligations imposed by Sub clause 5.13.2 & 5.13.2 of GCC of Service contract is without prejudice to the obligations of the contractor under any statute, rules or orders binding on the contractor.

f) Signature on Receipt for Amounts: Every receipt for money which may become transferable to the contractors under these presents, shall, if signed in the partnership name by any one of the partners of a contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the it is hereby expressly agreed that every receipt by anyone of the surviving contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the railway may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be partners and of the legal representatives of any deceased contractor partners inter se.

VI LABOUR LAWS AND RELATED OBLIGATIONS:

1. Independent Contractor:

a) The status of the Contractor shall be that of an independent contractor. The contractor, its employees, agents and any subcontractors performing under this contract are not employees or agents of the state or any agency, division or department of the state simply by virtue of work performed pursuant to this contract. Neither the contractor nor its employees shall be considered employees of the railways or the Govt of India/State simply by virtue of work performed pursuant to this contract.

b) To ensure compliance of labour laws in a service contract the bidder shall be disqualified for consideration of award of the bid if she/they have been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc. The declaration to this effect shall be furnished by the bidder as a part of his bid document. A format in this regard shall be made a part of the bid document in case this declaration is found to be false process for banning of business against the bidder/contractor shall be initiated as per extent rules.

c) Indian Railways may also undertake measures, as decided by competent authority to ensure labour welfare for contract workers, as deemed fit such as:

i) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc.

ii) Provision for recoding anonymous complaints from workers, citizens' etc. regarding violation of labour laws by contractor.

d) The Railway shall ensure that the contractor shall pay the wages to their worker not below the rate of minimum wages, as notified by the State Government or Central Government whichever is higher through the bank transfer. The contractor will be required to submit every month documentary evidence in the form of Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so will entail in Indian Railways taking up any measure to ensure the payment of wages including but not limited to withholding contractor's on-account bills.

2. 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
- Payments of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of women at workplace (Prevention, Prohibition and Redressed) Act, 2013.

3. Labour Law Awareness:

a) The contractor has to mandatorily provide a comprehensive day-long training carried out by certified Third party agency for the awareness of labour laws grievance redress all mechanism and other provisions applicable to her staff, workers, labour employed by her directly or indirectly in service of the Railways. The contractor must submit relevant documentary proof to Railways of having conducted such a training to all workers.

b) The contractor must provide a comprehensive booklet (that is approved by Indian Railways) containing all the relevant updated labour legislations, rules and other applicable provisions to every worker at the outset of the contract in the local vernacular language. While all the laws mentioned in Clause 6.2 are applicable to labour, some of the statutory provisions of the key legislations are provided as follows.

4. Provisions of Contract Labour (Regulation and Abolition) Act, 1970/Rules 1950

i) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act 1970 and 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 claims under the aforesaid Act and the Rules.

ii) The registration of the principal employer and the establishment shall be ensured before the commencement of the contract.

iii) Contractors employing more than 20 workers shall obtain License from the Asst Labour Commissioner before the commencement of work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the contract arising out of the resultant non-execution of the work.

iv) The Contractor shall send half yearly return in Form XXIV (in duplicate). Provided in Annexure VIII to Indian Railways and to licensing officer so as to reach the Railways and Licensing Officer concerned not later than 30 days from the close of the half year. (Half year for the purpose of this rule means "a period of 6 months commencing from 1st January and 1st July of every year).

v) The contractor shall pay to the labour employed by her directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by her.

vi) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

vii) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules the Railway is obliged to pay any amount of wages to a worker employed by the contractor or her sub-contractor in execution of the work or to incur any expenditure on account of the contingent liability of the Railway due to the contractor's failure to fulfill her statutory obligations under the aforesaid Act or the rules. The Railway will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the section 20. Sub-section (2) and section 2, sub-section (4) of the aforesaid Act.

viii) The Railway shall be at liberty to recover such amount or part thereof by deducting it from any sum due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of section 20 and sub-section 21 of the aforesaid Act except on the written request of the contractor and upon her giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim as stated above shall be final and binding on the contractor.

ix) The actual area of working i.e. Station/Colony shall be registered with the original.

5. Principal Employer & Duties

a) Principal Employer is:

i) In relation to any office or department of the Government or a local authority the head of that office or department or such other officer as the Government or the local authority as the case may be may specify in this behalf.

ii) In any other establishment any person responsible for the supervision and control of the establishment.

b) Duties of Principal Employer: It is the duty of the Principle Employer to ensure the amenities as described below under sections 17, 18 ,19 of the Act. Shall be provided by the contractor within the prescribed time limit. Otherwise, such amenities shall be provided by the principle Employer and the necessary deductions shall be made to the extent facilities provided. (Section 20)

c) Contractor's Responsibilities: The following provisions shall be made by the contractor under the law:

i) **Canteen** – The necessary refreshment stalls shall be provided for the workers where the workforce is more than 100 by the contractor (section 16)

ii) **Rest rooms** – Provision of rest rooms is essential wherein the labour is required to hall at night in connection with the work (section 17)

iii) **Drinking water & Sanitation-** Provision of wholesome drinking water/urinals/ washrooms/ washing facilities/supply of dungaree cloth, soap solution, coconut oil etc. shall be ensured to the contract labour (section 18). Contractor shall permit inspection of all drinking water and sanitation arrangements at all times by the Manager, the Manager's Representative or the Medical Staff of the Railway. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the railway and the cost therefore recovered from the contractor.

iv) **First Aid Facilities-** Provision of First Aid facility shall be provided and maintained by the contractor during all working hours. The first aid box shall be equipped with prescribed contents as provided in Annexure XVI at the working place. (Section 19) First aid boxes shall be provided and maintained so as to be readily assessable during all working hours at the rate of not less than 1 box for 150 contract labour or part thereof ordinarily employed.

5. Payment of wages:

The responsibility for payment of wages lies with the contractor (section 21) who shall be responsible for payment of wages to each worker employed by her as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.

(a) Every Principal Employer shall nominated a representative duly authorized by her to be present at the time of Disbursement of wages by the contractor and it shall be the duly of such representative to certify the amounts paid as wages in such manner as may be prescribed.

(b) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be to the contract labour employed by the contractor and recovers the amount so paid from the contractor.

(c) The minimum Rate of wages for all Workers as notified by Regional Labour Commissioner shall be paid through Nationalized Banks.

(d) The contractor shall ensure the Bank remittance of salaries for all her employees and necessary documents in this connection shall be furnished to the Railways for claiming monthly bills.

(e) In case of revision of rates of minimum wages, the contractor must also submit documents regarding revision notifications of Minimum wages (Wages and VDA) and proof of payment to the labour with revised rates.

(f) Date of payment of wages to workers by the contractor must be as follows-

Employees less than one thousand (1000)	Employees more than one thousand (1000)
Before expiry of the seventh (7) day after the last day of wages period	Before the expiry of tenth (10) day after the last day of wage period

(g) Any worker terminated by the contractor, the wages earned by the worker shall be paid before expiry of second working day from the day on which their employment is terminated.

(h) All payments of wages shall be made on a working day at the work place and during the working hours. Final payment shall be made within 48 hours of the last working day.

(i) Deductions wages shall be paid without any deductions of any kind except those specified by the state government and permissible under the payment of wages act 1936.

7. Minimum Wages Act. 1948/Rules 1950

The contractor shall be responsible for ensuring compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by her/them.

Following are the salient features of the Minimum wages Act. 1948 for which the contractor shall produce a certificate of compliance which shall verified by the railway manager and placed on record.

8. Wages of Labour

(a) The contractor shall display of Notices in English and Hindi/Local vernacular language in the workplace and other wise make all workers aware regarding the minimum rates of wages fixed, hours of work, wages period, abstract of laws & rules made there under, date & place of payment, Name, Address & contact details of the Labour Enforcement officer.

(b) The contractor shall maintain the Register of Muster Roll, Register of Wages(Form XVII as provided in the Annexure VI), Register of fines, register of deductions for damages/loss, Register of Overtime at the workplace in the prescribed formats under the law.

(c) The contractor shall issue monthly wage slips as per Form XIX provided in Annexure VII to all workers showing the details of the gross wages, deductions if any and the net wages.

(d) The Contractor shall submit Annual Return in the prescribed form to the concerned Labour Enforcement Officer (Central).

9. Proof of Payment of Wages:

Bank remittance of salaries of all the Contractor's workers and to produce the documents to the effect to Railways for claiming monthly bills.

10. Weekly Rest:

The contractor shall also provide weekly rest on staggered basis to all workers and comply with all other provisions of the law.

11. Provision of Payments of Wages Act

The contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there-under in respect of all employees directly or through petty contractors or sub-contractors employed by her in the service/works. If in compliance with the terms of the contract, the contractor directly or through petty contractor or sub contractors shall supply any labour to be used wholly or partly under the direct order and control of the Manger whether in connection with the works to be executed hereunder or otherwise for the purpose to the Manager, such labour shall nevertheless be deemed to comprise persons employed by the contractor and any money which may be ordered to be paid by Manger shall be deemed to be money payable by the Manger on behalf of the contractor and the Manager may on failure of the contractor to repay such money to the Railways deduct the same form any money due to the contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Manager upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

12. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952.

The contractor shall comply with the provisions of Para 30 & 36B 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.

13. Employees Provident Fund Scheme, 1952

a) Payment of Contributions

i) The employer shall, in the first instance pay both the contribution payable by herself (in this scheme referred to as the employer's contribution) and also on behalf of the member employed by her directly or by or through a contractor the contribution payable by such member (in this scheme referred to as the member's contribution).

ii) In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (in this scheme referred to as the member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contributions (in this scheme referred to the employee's contribution) and also administrative charges.

iii) It shall be the responsibility of the principal employer to pay both the contribution payable by herself in respect of the employees by or through a contractor and also administrative charges.

Explanation: For the purposes of this paragraph, the expression "administrative charges" means such percentage of the pay (basic wages, dearness allowance, retaining allowance, if any and cash value of food concessions admissible thereon) for the time being payable to the employees other than an excluded employee, and in respect of which provident Fund Contribution are payable as the Central government may in consultation with the Central Board and having regard to the resources of the Fund for meeting its normal administrative expenses fix).

14. Employees Pension Scheme, 1995

Para 3 (1) from and out of the contributions payable by the employer in each month under section 6 of the "Act" or under the rules of the Provident Fund of the establishment which is exempted either under clauses (a) and (b) of sub-section (i) of section 17 of the Act or whose employees are exempted under either paragraph 27 or paragraph 27-A of the Employees Provident Fund Scheme 1952 a part of contribution representing 8.33 percent of the Employee's pay shall be remitted by the employer to the Employee's pension fund within 15 days of the close of every month by a separate bank draft or cheque on account of the Employees Pension Fund contribution in such manner a may be specified in this behalf by the Commissioner. The cost of the remittance, if any shall be borne by the employer.

Para 3(2) : The Central Government shall also contribute at the rate of 1.16 percent of the pay of the members of the Employees Pension Scheme and credit the contribution to the Employees Pension fund.

Para 4: Payment of Contribution

(a) The employer shall pay the contribution payable to the Employees Pension Fund in respect of each member employed by her directly or by or through a contractor.

(b) It shall be the responsibility of the Principal employer to pay the contributions payable to the Employees pension Fund by herself in respect of the employees directly employees by her and also in respect of the employees by or through a contractor.

15. Employees Deposit Linked Insurance Scheme, 1976 a) Contribution (Para 7 & 8)

i. The contribution payable by the employer and the Central Government under sub-section (2) and sub-section (3) of section 6-c of the Act, shall be calculated on the basis of the basic of the basic wages, dearness allowance (including the cash value of any off concession) and retaining allowance, if any, actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis. Provided that where the monthly pay of an employee exceeds fifteen thousand rupees, the contribution payable in respect of her by the employer and the Central government shall be limited to the mounts payable on a monthly pay of fifteen thousand rupees including dearness allowance, retaining allowance (if any) and cash value of food concession.

ii. The contribution by the employer shall be remitted by her together with administrative charges at such rate as the Central Government may fix from time to time under sub-section 4 of Section 6-c of the Act to the Insurance Fund within fifteen days of the close of every month by a separate ban draft or cheque or by remittance in cash in such manner as may be specified in this behalf by the Commissioner. The cost of remittance, if any, shall be borne by the employer.

iii. It shall be the responsibility of the employer to pay the contribution payable by herself in respect of the employees directly employed by her and also in respect of the employees employed by or through a contractor.

16. Reporting of Accidents to Labour:

The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by her on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Manager or the Manager's Representative and shall make every arrangement to render all possible assistance.

17. Duties of Contractors:

With reference to the provisions of Clause 6.7 above, it shall be the primary duty of the employer (contractor) to ensure compliance with the provisions of the said Acts. Every contractor shall within seven days of the close of every month (or any other period specified by the Railways). Submit to the principle employer a documentary proof of having complied with the aforementioned Acts (as applicable) which shall be mandatory before the on account bills are cleared. The Contractor(s) shall conform to all laws, Bye-laws rules and regulations for 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 services.

18. Duties of Indian Railways

Indian Railways shall upload the details of all the contractors under their employ on the EPFO portal online in order to ensure compliance of the contractor with the labour laws and rules implemented by the Employees Provident Fund Organization.

19. Provisions of Workmen's Compensation Act

a) This Act facilitates to provide for the payment by certain classes of employers to their workers of compensation for injury by accident.

b) It is the Employer's liability to pay the compensation to a worker for death or personal injury resulting into total or partial disablement or occupation disease caused to a worker arising out of and during the course of employment (Section 3) The amount of compensation is as per the Section 4 of the Act.

c) The contractor shall accept liability for compensation in accordance with the provisions of the Workmen's Compensation Act, 1928 or any statutory modification thereof for the time being in force in respect of the persons employed by her/him.

d) In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to work worker directly or through petty contractor or subcontractor employed by the contractor in executing the work, Railway will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Railway under Section 12 sub section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by Railway to the Contractor.

20. The Maternity Benefit Act, 1961

The Maternity Benefit Act 1961 will be applicable to the contractor's staff, workers, labour employed directly or indirectly through sub-contractors or petty contractors. While the entire act is applicable, the following provisions must be given special regard.

a) Employment of , or work by, women prohibited during certain periods (Section 4)

i) Without prejudice to the provisions of section 6, no pregnant woman shall, on a request being made by her in this behalf, be required by her employer to do during the period specified in sub-section (4) any work which is of an arduous nature or which involves long hours of standing, or which in any way is likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her health.

ii) The period referred to in sub-section (3) shall be-

- The period of one month immediately preceding the period of six weeks before the date of her expected delivery.
- Any period during the said period of six weeks for which the pregnant woman does not avail of leave of absence under section 6.

b) Right to payment of maternity benefits (Section 5)-

i) Subject to the provisions of this Act, every woman shall be entitled to, and her employer shall be liable for payment of maternity benefit at the rate of average daily wage for period of her actual absence, that is her delivery and any period immediately following that day.

ii) The maximum period for which any woman shall be entitled to maternity benefit shall be twenty six weeks of which not more than eight weeks shall precede the date of her expected delivery.

c) Dismissal during absence of pregnancy (Section 12)

i) The contractor shall not dismiss or discharge a woman on the account of being pregnant any time during the contract period.

ii) When a pregnant woman absents herself from work in accordance with the provision of this Act, it shall be unlawful for her employer to discharge or dismiss her during or on account of such absence or to give notice of discharge or dismissal on such a day that the notice will expire during such absence, or to vary to her disadvantage any of the condition of her service.

iii) The discharge or dismissal of a woman at any time during pregnancy, if the woman but for such discharge or dismissal would have been entitled to maternity benefit or medical bonus referred to in section 8, shall not have the effect of depriving her of the maternity benefit or medical bonus.

21. The Sexual Harassment of women at the workplace (Prevention and Redressal) Act, 2013.

The contractor must set up an internal complaint committee in accordance to the Act for the redressal of sexual harassment at the workplace for all the workers under her employ. The Contractor's staff, workers, labour employed directly or indirectly through sub-contractors or petty contractors will also be able to approach the Railways internal Complaints Committee set up under the Act to file a complaint of sexual harassment. In the absence of such a committee already in place. The person responsible for the management, supervision and control of the workplace at Railways will be required to constitute a committee according to the Act.

22. Safai karmachari Act, 1993

a) The National Commission for the Safai Karmacharis was constituted under this Act to promote and safeguard the interests/ rights of Safai Karmacharis.

b) The guidelines and instructions issued by National Commission for Safai Karmacharis Govt. Of India shall be complied with by the contractor. The National Commission under this Act have the Constitutional Provisions/ Rights to investigate any specific grievances of Safai Karmacharis. Hence, it is the duty of the contractor to comply the provisions under this Act.

23. Child Labour (Prohibition and Regulation) Act, 1986

Provision of child labour (Prohibition and Regulation) Act, 1986 along with its latest amendment would be binding on the contractor.

24. Non-Employment of labour below the Age of 18: The contractor shall not employ anyone below the age of 18 as labour directly or through petty contractors or sub-contractors for the execution of work.

25. Apprentices Act, 1961 The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by him for his purpose of carrying out the contract.

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and/or the cost of works is rupees one lakh or more.

26. Miscellaneous Provisions

Railway Not to Provide Quarters for Contractors

- (a) No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of their staff employed on the work.
- (b) In exceptional cases where accommodation is provided to the contractor at the Railways discretion, recoveries shall be made at such rates as may be fixed by the Railway for full rent of the buildings and equipment therein as well as charges for electricity, water supply and conservancy.

27. Labour Camps and Provisions for Workers

- (a) The contractor shall at her own expense make adequate arrangements for the housing, supply of drinking water and provision of clean sanitation including urinals etc. for her staff and workers, directly or through the petty contractors or sub-contractors.
- (b) The contractor shall also make provision for temporary creche (Bal-mandir) where 50 or more workers are employed at a time.
- (c) Suitable sites on Railway land. If available may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway.
- (d) All camp sites shall be maintained in clean and sanitary condition by the contractor at her own cost.

28. Preservation of Peace

- (a) The contractor shall take requisite precautions and use their best endeavors to prevent any riotous or unlawful behavior by or amongst their workers and other employed directly or through the petty contractors or sub-contractors for services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the site of work/services.
- (b) In the event of the Railway requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of service contract, the expenses thereof shall be borne by the contractor and if paid by the Railway shall be recoverable from the contractor.

29. Treatment of Contractor's Staff in Railway Hospitals

- (a) In times of emergency or due to lack of availability of medical care, the Contractor labour and their families will be granted free treatment in Railway Hospitals and dispensaries.
- (b) However, the cost incurred for such treatment of the contractor or her labour including the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, XRay, etc. and for surgical operation etc. May be recoverable from the contractor in such cases.

30. Medical Facilities at Site

The contractor shall provide medical facilities at the site as may be prescribed may the Manager on the advice of the Railway Medical Authority in relation to the strength of the Contractors resident staff and workers.

31. Railway Schools for Contractors Staff

During the contract period, the contractor her staff/employees worker or any labour employed through sub-contract or petty sub-contractors, can approach the Railway School in the vicinity of the site of work, for admission of their wards, which will be granted at the sole discretion of the Railway.

32. Use of Intoxicants

The contractor or her staff or any labour employed through sub-contractors or petty contractors, shall be prohibited from the use of any intoxicating substances including but not limited to, intoxicating beverages during the service period or on site or near the site or in any of the trains, stations, buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of her/his employees. The contractor shall exercise influences and authority to the utmost extent to secure strict compliance with this condition.

33. Medical Certificate of Fitness for Labour

The contractor shall not employ a person below 18 years of age. for the purpose of execution of work/services under the contract, unless a medical certificate of fitness in the prescribed form (Performa at Annexure-VIII) granted to each worker by a certifying surgeon RMP that she is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by her in this behalf and the person carried with her, while at work, a token giving a reference to such certificate.

35. Period of Validity of Medical Fitness Certificate:

A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in her opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, she shall, if so required by the person concerned, state her reasons in writing doing so.

Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, she may serve on the contractor, or on the person nominated by her/him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless she has been medically examined and certified that she has granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS: Only Qualified Medical Practitioners can be appointed as “Certifying Surgeons” and the terms “Qualified Medical Practitioners” means a person holding a qualification granted by and authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act 1933 (XXVII) of 1933.

36. Police Verification of Labour employed by Contractor:

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 the Annexure X.

37. Mandatory Compliance of Government Schemes:

The contractor must ensure and provide documentary evidence for the following-

- a) All the workers or labour employed directly or indirectly by the contractor must be Enrolled under the the Pradhan Mantri Jan Dhan Yojana (PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.
- b) All the workers or labour employed directly or indirectly by the contractor between the ages 18-70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) an accident insurance scheme which will be a one year cover, renewable form year to year offering accidental death and disability cover for death or disability on account of an accident The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.
- c) All the worker or labour employed directly or indirectly by the contractor between the ages 18-50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which will be a one year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor will responsible to pay the premium per annum per member for all her workers during the contract period.
- d) The contractor must submit documentary evidence to show the coverage of all her workers or labour under the above mentioned schemes at all times during the contract period on an annual basis.

38. In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details, Railways/ PUs etc. the special condition is as under (Ref- Railway Board letter No. 2018/CE-I/CT/4, dt 17.10.2018)

- A. Contractor is to abide by the provisions of payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railway 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 registered 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 onetime 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 Acceptance (LoA/ Contractor 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 07 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 & payments made thereof after each wage period.
- B. While processing of 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's representatives that "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 Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till..... monthyear."

VII. DETERMINATION OF CONTRACT:

1. 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.

2. Payment on Determination of Contract: Should the contract be determined under clause 7.1 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.

3. No Claim on Compensation The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which she might have derived from the execution of the work in full but which she did not derive in consequence of determination of contract.

4. Determination of Contract Owing to Default of Contractor

- i) Become bankrupt or insolvent, or
- ii) Make an arrangement with or assignment in favour of her creditors, or agree to carry out the contract under a committee of Inspection of her creditors, or
- iii) Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- iv) Give an execution levied on her goods or property on the services, or
- v) Assign the contract or any part thereof otherwise than as provided in Clause 4.5 of these conditions, or
- vi) Abandon the contract, or
- vii) Persistently disregard the instructions of the Manager, or contravene any provisions of the contract, or
- viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- ix) Have been imposed with maximum cumulative penalty as per Clause 4.17.1 or
- x) Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials or
- xi) have been condemned for rejected under Clause 4.25, 4.27 and 4.28 of these conditions, or
- xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 4.26 of the conditions, or
- xiii) Fail to afford the Manager or Manager's representative proper facilities for inspecting the services or any part thereof as required under clause 4.29 of the conditions, or

xiv) Promise, offer or give any bribe, commission, gift or advantage either herself or through her partner, agent or servant to any officer or employee of the Railway or to any person on her or on their behalf in relation to the execution of this or any other contract with this Railway.

xv) Fail to give at the time of submitting the said bid:

- The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the contractor at the time of submitting the said Bid, or
- The correct information as to such officers obtaining permission to take employment under the contractor, or
- Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or
- Being in incorporated company correct information as to whether any of its directors was such a retired officer, or
- Being such a retired officer suppress and not disclose at the time of submitting the said Bid the fact of her being such a retired officer or make at the time of submitting the said Bid a wrong statement in relation to her obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor. Then and in any of the said clause, the Manager on behalf of the Railway may serve the contractor with notice stipulated in the clauses 5, 6 & 7 of chapter VII.

5. Performance Notice

i) In the event of the above and in any of the said clauses, the Manager on behalf of the Railway may serve the contractor with a Performance notice in writing to the effect to make good the default as well as initiation of bidding process for the balance service.

ii) Railways reserves 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 Manager, then Railways may terminate the bid proceedings, at any stage of the bid process.

iii) Notwithstanding Railway's initiation of the bidding process, the financial bids shall be opened only after their termination of the subject contract.

iv) After the issue of this notice, the performance of contractor shall be assessed on a weekly basis by the manager. Manager, if satisfied with the improvement in the performance of contractor, may issue a letter of revocation of the performance notice, 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 6 of chapter VII.

6. Seven days 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 Manager, the Railway shall be entitled to serve 7 days notice, further in writing to either commence the 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 Manager, to rescind the contract as a whole or in part of parts (as may be specified in such notice).

7. Termination Notice

If no action to commence the service or improve the quality thereof is taken by the contractor within the 7 days notice period, then a final termination notice shall be issued.

8. Right of Railway After Rescission of Contract Owing to Default of Contractor

In the event of any or several of the courses, referred to in clause 7 of chapter VII being adopted.

a) The contractor shall have no claim to compensation for any loss sustained by her by reason of their having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the delivery of the services wherever applicable or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for the services wherever applicable thereto actually performed under the contract unless and until the Manager shall have certified

the performance of such services wherever applicable and the value payable in respect hereof and the contractor shall only be entitled to be paid the value so certified.

b) The Manager's or the Manager's Representative shall be entitled to take possession of any materials, tools implements, machinery and building on the services wherever applicable or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the services wherever applicable or any part thereof until the completion of the services without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

c) The Manager shall as soon as may be practicable after removal of the contractor fix and determine ex part or by or after reference to the parties or after such investigation or enquiries as she may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the services then actually done by her under the contract and what was the value of any unused, or partially used materials, any tools and plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Manager should be released expeditiously.

VIII. SETTLEMENT OF DISPUTED – INDIAN RAILWAY ARBITRATION RULES

1. Matters Finally Determined by the Railways

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the GM and the GM shall within 120 days after receipt of the contractor's representative, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in tender Clauses and sub clauses thereof of General conditions of contract for services or in any clause of the Special conditions of the contract shall be deemed as excepted matters (matters not arbitral) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that excepted matters shall stand specifically excluded from the purview of the Arbitration Clause.

2. Demand for Arbitration

a) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway fails to make a decision within 120 days, then and in any such case but except in any of the "excepted matters" referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

i) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. only such dispute or difference, in respect of which the demand has been made together with counter claims or set off given by the Railway shall be referred to arbitration and other matters shall not be included in the reference.

ii) The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing after dispute having arisen between them. in the format given under Annexure XII of these conditions.

b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

i) The claimant shall submit his claim stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

ii) The Railway shall submit its defence statement and counter claim(s) if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter unless otherwise extension has been granted by Tribunal.

iii) Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

c) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

d) If the contractor(s) does/do not prefer her/their specific and final claims in writing within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment. She/they will be deemed to have waived her/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

3. Obligation During Pendency of Arbitration

Work under contract shall, unless otherwise directed by the Engineer continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

4. Appointment of Arbitrator

a) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and conciliation Act has been waived off.

i) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rs One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.

ii) In cases not covered by the Clause 8.4.1 (a) the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractors nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractors nominee and will, also simultaneously appoint the balance number of arbitrators either for the 3 arbitrators outside the panel, duly indicating the 'presiding arbitrator' form amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of selection Grade of the Account Department shall be considered of equal status to the officers in SA grade of other departments of The Railway for the Purpose of appointment of arbitrator.

b) **Appointment of Arbitrator** where applicability of section 12 (5) of A&C Act has not been waived off : The Arbitral Tribunal shall consist of Panel of three (3) retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel duly indicating the residing arbitrator form amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them as served in the Accounts Department.

c) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates her/their office/offices or is/are unable or unwilling to perform her functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators had been appointed.

Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

d) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceeding shall normally be conducted on the basis of documents and written statements.

i) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party. if any regarding appointment of Arbitral Tribunal, validity of arbitration agreement jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time limitation to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

ii) Qualification of Arbitrator(s) : **(a)** Serving Gazetted Railway Officers of not below JA Grade level. **(b)** Retired Railway Officers not below SA Grade level, three years after his date of retirement. **(c)** Age of arbitrator at the time of appointment shall be below 70 years. **(i)** An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past **(ii)** While appointing arbitrator(s) under Sub-Clause 8.4.1(a), 8.4.2 above due care shall be taken that she/they is/are not the one/those who has an opportunity to deal with the matters to which the contract relates or who in the course of her/their duties as Railway servant (s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator has, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of her/their duties expressed views on all or any of the matters under dispute.

iii) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom. **(ii)** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award, **(iii)** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

e) In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

f) Where the arbitral award is for the payment of money no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

g) **(i)** The cost of arbitration shall be borne by the respective parties. The cost shall inter alia include fee of the arbitrator(s) as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the prescribed format after/while referring these disputes to Arbitration. further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

(ii) Sole Arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time.

(iii) Arbitrator Tribunal shall be entitled to 50% extra fee if Award is decided within six months.

h) Subject to the provision of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

FORM XIV (See Rule 76)
The contract Labour (Regulation & Abolition) Central Rules, 1971
Employment Card

Name and address of contractor.....
.....
.....

Name and address of Establishment in /under which contract is carried on.....
.....
.....

Name of the work and location of work
Employer

.....
.....

Name and address of Principal

.....
.....

1	Name of the worker	
2	S.No. in the register of workers employer	
3	Nature of employment/Designation	
4	Wage rate (with particulars of unit in case of piece-work)	
5	Wage period	
6	Tenure of employment	
7	Remarks	

Signature of contractor

FORM XV (See Rule 77)
The Contract labour (Regulation & Abolition) Central Rules, 1971
Service Certificate

1. Name and address of contractor :.....
.....
2. Name and address of Establishment..... in/under
which contract is carried on
3. Name and location of work :.....
4. Name and address of the worker :.....
5. Name and address of Principal Employer :.....
6. Age or date of birth :.....
7. Identification marks :.....
8. Parent's /Spouse's name :.....

Sl	Total period for which employed for		Nature of work done	Rate of wage (With particular of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature of contractor

FORM XVII (See Rule 78(1) (a) (i)) The Contract labour (Regulation & Abolition) Central Rules, 1971
Register of wages

1. Name and address of contractor :

.....

2. Name and address of Establishment

in/under which contract is carried on

.....

3. Name and location of work :

4. Name and address of Principal Employer :

Wage period : Monthly

Sl. No.	Name of worker	Sl No. in the register of workers	Designation /nature of work done	No. of days worked	Units of work done	Daily rate of wages/ piece rate
1	2	3	4	5	6	7

Amount of wages earned								
Basic wages	Dearness allowances	Over time	Other cash payments (Nature of payment to be indicated)	Total	Deductions, if any (indicate nature)	Net amount paid	Signature/ thumb impression of worker	Initial of contractor or her representative
1	2	3	4	5	6	7	8	9
2								

Signature of contractor

FORM XIX (See Rule 78(1) (b))
The Contract Labour (Regulation & Abolition) Central Rules, 1971
Wage slip

Name and address of contractor :.....
.....

Name of the worker :

Name of Parent/spouse of the worker :

Nature and location of work :

For the week/ fortnight/ month ending :

1	No . of days worked	
2	No. of units worked in case of piece rate workers	
3	Rate of daily wages/piece rate	
4	Amount of overtime wages	
5	Gross wages payable	
6	Deduction ,if any	
7	Net amount of wages paid	

Signature of the contractor

FORM XXIV (See Rule 82 (1))
The Contract Labour (Regulation & Abolition) Central Rules, 1971
Return to be sent by the Contractor to the licensing officer

(Every contractor shall send half yearly return in Form XXIV (In duplicate) so as to reach the licensing officer concerned not later than 30 days from the close of the half year and a copy of the same should also be sent to the Indian Railways at the same time)

Half –Year-Ending.....

1	Name and address of the Contractor				
2	Name and address of the Establishment				
3	Name and address of the Principal employer				
4	Duration of Contract (From & To)				
5	No. of days during half year on which				
	(a) The establishment of the Principal Employer had worked.				
	(b) The contractor's establishment had worked				
6	Maximum numbers of contract labour Employed on day during the half year –				
	Men	Women	Children	Total	
7	Daily hours of work and spread over-				
	(a) whether weekly holiday observed and on what day-				
	(b) If so, whether it was paid for-				
8	No. of work-days (man-days) worked by				
	Men	Women	Children	Total	
9	Amount of wages paid				
	Men	Women	Children	Total	
10	Amount of deduction from wages, if any				
	Men	Women	Children	Total	
11	Whether the following have been Provided				
	Canteen	Rest-room	Drinking water	Creches	First-Aid
	if the answer is 'yes' state briefly standards provided				

Place

Date

Signature of Contractor

FORM XXV
THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971
Annual Return of Principal Employer to be sent to the Registering officer

(Every principal employer of a registered establishment shall send annually a return in form XXV (In duplicate) so as to reach the Registering officer concerned not later than the 15th February following the end of the year to which it relates.)

Year ending 31st December

1	Full name and address of the Principal Employer	
2	Name of Establishment	
a	District	
b	Postal Address	
C	Nature of operation /industry /work carried on	
3	Full name of the Manager or person responsible for supervision and control of the establishment	
4	Number of contractors who worked in the establishment during the year(Give details in Annexure).	
5	Nature of work/operation on which contract labour was employed	
6	Total number of days during the year on which contract labour was employed	
7	Total no of work days (man-days) worked by contract labour during the year	
8	Maximum number of workers employed directly on any day during the year	
9	Total number of days during the year on which direct labour was employed	
10	Total number of work days (man-days) worked by directly employed workmen	
11	Change, if any in the management of the establishment, its location or any other particulars furnished to the Registering officer in the application for Registration indicating also the dates.	

Principal Employer

Place

Date

FORM XV {See Rule 223 (C)}
The Contract Labour (Regulation & Abolition) Central Rules, 1971

Certificate of Medical Examination

1	Certificate Serial No & Date	
2	Name of staff	
3	Identification marks: i) ii)	
4	Parent's Name	
5	Sex	
6	Residence	
7	Date of Birth (as on certificate)	
8	Physical Fitness	

I hereby certify that I have personally examined (name)son/daughter ofresiding at.....who is desirous of being employed in manual work and that his/her age as nearly as can be ascertained from my examination is years and that he/she is fit for employment in..... as an adult/adolescent.

1. Reason for-

a) Refusal of certificate

b) Certificate being revoked

Signature with seal
Medical Inspector/CMO

Signature /left hand
Thumb impression of worker

Note - 1. Exact details of cause of physical disability should be clearly stated.
2. Functional / productive abilities should also be stated if disability is stated.

POLICE VERIFICATION

Photo of applicant signed
by contractor

S.No	Particulars	
1	Full name with Aliases	
2	Parent's Name	
3	Nationality	
4	Present Address in full with Police Station and District	
6	Home/Permanent Address in full with Police Station and District	

Declaration (by applicant):

I certify that the following information is correct
and complete to the best of my knowledge and belief.

Police Certification:

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Signature of Applicant

Date:

Place:

Counter signature of
Authorized signatory with stamp

