

NorthEast Frontier Railway

PCMM Office,

Maligaon,

Guwahati 781011

No.Stores/EOI/TADK/2023

Dated: 30.06.2023

M/s, _____

Sir, NorthEast Frontier Railway Headquarters Office intends Engagement of Attendants through contractual manpower outsourcing agencies as detailed below:

1. EOI Title and Dates of Pre-Bid meeting & Closing:

a. Title: Engagement of Attendants through contractual manpower outsourcing agencies.

b. Please submit your bidding documents/offer complete in all respect as per last Para 6 in a sealed cover addressed to PCMM, NorthEast Frontier Railway, Maligaon, Guwahati in Tender Cell, **PCMM Office not later than 15.00 Hrs of 14.07.23.**

c. The tender shall be open same day at 16.30 Hrs. Bid opening may be attended by your authorized representative.

2. Details of EOI: Expression of Interest for Engagement of Attendants through contractual manpower outsourcing agencies to provide Attendants throughout the geographical jurisdiction of NorthEast Railway Zone, including all its field units as well (i.e. over Nine States, viz, Assam, West Bengal, Sikkim, Meghalya, Manipur, Mizoram, Tripura, Nagaland and Bihar). **Bidders are requested to submit only technical offer as NFR is adopting method of EOI, followed by financial bid in this entire process. Only organization fulfilling the technical criteria will be shortlisted in EOI stage and later on will be invited to submit financial bid in the tender.**

3. Validity of Offers: Validity of offers will be kept as 180 days.

4. Minimum Eligibility Criteria:

a	Technical Eligibility Criteria: The Tenderer must have successfully supplied an average of 30 numbers of semi skilled/skilled personnel every year to any organization of repute during the last 03 (three) financial years, and the current financial year.
b	Eligibility criteria- Work Experience: The bidder should have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract for a minimum of 35% of advertised value of the bid. Completed service contract includes on going service contract subject to the payment of bills amounting to at least 35% of the advertised value of the bid. Similar contract means manpower supply for housekeeping, cleaning, horticulture etc (or labour-intensive outcome-based contracts in which maintenance, cleaning, horticulture or upkeep etc activities are executed) to Govt. Semi Govt, State Govt, PSU/ State PSU and Corporations through any contract. In case tenderer submits work experience certificate issued by a public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by the company in support of the aforesaid work experience certificate. The work experience certificate should pertain to a period including the 3 (three) financial years preceding the current financial year, and the current financial year.
c	Financial Eligibility Criteria: The tenderer must have a minimum average annual contractual turnover of Rs. 1.5 crore during the last 3 (three) financial years preceding the current financial year. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

	<p>The tenderer shall submit requisite information along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheets.</p>
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5. Special Terms & Conditions for the Rate Contract shall be as under

1.1	<p>Except where specifically stated otherwise in the tender documents, the contract shall be governed by “The General Conditions of Contract for Services (GCC for Services), January 2018 circulated vide Railway Board’s letter No. 2018/Trans. Cell/Mech./Service Contracts dated 20.03.2018. GCC for Services can be downloaded from the following link: https://indianrailways.gov.in/railwayboard/uploads/directorate/Transformati on_Cell/Circulars/GCCS_R.pdf</p>
1.2	<p>The finalized Rate Contracts for Manpower outsourcing will only have the rate and terms & conditions of outsourcing without any commitment regarding the number of Attendants to be hired from the finalized RCs.</p> <p>Parallel Rate Contracts shall be entered into with a view to empanel multiple outsourcing agencies for providing Attendants.</p>
1.3	<p>This contract shall be operated by nominated “Nodal Officer in-charge of hiring’. Orders for requirement of Attendants will be placed on the agency by the ‘Nodal Officer in-charge of hiring’ nominated by Personnel Department for NorthEast Frontier Railway HQs.</p>
1.4	<p>The relevant documents of the Attendant provided and Performance Guarantee deposit per Attendant will be submitted to the nominated ‘Nodal Officer in- charge of hiring’.</p>
1.6	<p>Officers hiring Attendants through these contracts will be responsible for monitoring attendance and hours of duty of the Attendant. They will submit the same in the prescribed format within the 3rd day of every month of the following month to the nominated ‘Nodal Officer’ of their department who shall forward the same to the ‘Nodal Officer in-charge of hiring’ by the 5th day of every month of the following month for initiating the payments, directly to their ‘Nodal Officer in-charge of hiring’.</p>
1.7	<p>Nodal Officer in-charge of hiring will certify the monthly wage bill received from the Manpower Service Provider based on the attendance certificate received from officers concerned, and forward the same to his associate Accounts Department for payment through ECS.</p>
2.	<p>Shramik Kalyan portal: In terms of Railway Board’s letter No.2018/CE-1/CT/4 dated 17.10.2018, Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 & 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 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. The Registration/updation of Portal shall be done as under:</p>

	<p>a) Contractor shall apply for one time registration of his company/firm etc. in the <i>Shramikkalyan</i> portal with requisite details subsequent to issue of Letter of Acceptance. Railway Representative shall approve the contractor's registration on the portal within 7 days of receipt of such request.</p> <p>b) Contractor once approved by any Railway Representative, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.</p> <p>c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on <i>shramikkalyan</i> portal within 15 days of issue of any LoA for approval of concerned Railway Representative. Railway Representative shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.</p> <p>d) After approval of LoA by Railway Representative, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on <i>shramikkalyan</i> portal on monthly basis.</p> <p>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.</p>
2.1	<p>While processing 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 Railway Representative that "I have uploaded the correct details of contract labours engaged in connection with this contract and payment made to them during the wage period in Railway's <i>Shramikkalyan</i> portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ month _____ year. (Ref: Railway Board's letter no. 2018/CE-1/CT/4 dated 17.10.2018)</p>
3.	Validity of Contract:
3.1	The contract for hiring of Attendant shall be valid for use throughout the geographical jurisdiction of respective units.
3.2	The contract shall be valid for a period of two years from the date of issue of LOA. Railway has the freedom to extend the contract on the same terms and conditions. Railway also has liberty to reduce the duration of contract by giving one month notice to the service provider in case of non-requirement/any other reasons.
4.	Requirement of services:
4.1	The requirement of services shall be as under:
	<p>i) The Firm shall be responsible for providing the required number of Attendants at any time, even at short notice.</p>
	<p>ii) Prior to the engagement of an Attendant through the manpower agency, his suitability as an Attendant shall be examined and certified by the officer concerned under whom the Attendant would be required to work.</p>

	iii)	Normally the Attendants will be required to work for 6 days in a week. A split roster comprising two spells of 5 hours each daily with a suitable break in the afternoon, with a weekly rest on any day from Sunday to Saturday shall be adopted for the outsourced Attendant. The specific hours of work and the day of weekly rest may be decided as per the convenience of the officer concerned, subject to the working hours not exceeding 10 hours daily and 60 hours in a week.
	iv)	The outsourced Attendant must have passed Class 10 th or equivalent examination from a recognised Board.
	v)	The firm will ensure that all Attendants have live mobile phone connections so that they are contactable whenever required. The Attendants provided by the firm should be well-mannered, punctual and dressed properly and neatly.
5.	Quotation of Rates:	
5.1	The Contractor shall pay the outsourced Attendant the basic monthly wage at par with the minimum wages prescribed by the Central govt for a semi-skilled worker, along with the statutory dues payable thereon.	
5.2	The rates quoted shall remain unchanged till the currency of the contract, except when the Government decides to increase/decrease the prescribed minimum wages for semi-skilled manpower.	
5.3	As per the extant guidelines of the Govt. (Ref. M/O Finance/Dept. of Expenditures OM No. 29(1)/2014- PPD Dated 28.01.2014), the Contractor/Service Provider's Admin/Service Charges cannot be 'NIL' or 'Zero' or unrealistic. The tendency of such Contractor/Service Provider, who keeps Administrative/Service Charge to the barest minimum to get tender in their favour and after award of contract, charges hefty amount from employee in the form of Registration Fee/charges etc. to maintain their profit, shall be severely discouraged. If Contractor/Service Provider's Admin/Service charge appears to be unrealistic such tender shall be rejected summarily.	
5.4	The bidder must quote service charge/margin which should also take care of the bidder's expenditure towards administrative charges like Identity Card etc. the bidder's tax liability on his service charge/margin etc. The Railway has responsibilities as Principal Employer and would like to ensure that no complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers etc. arise.	
5.5	To ensure compliance of the provisions contained in Para 5.3 and para 5.4 above, any bids with a Service Charge of less than 4% (excluding GST) shall be deemed to be unrealistic and such tender shall be summarily rejected.	
5.6	The Prospective Service Provider Firm/Entity, bidding for the tender, shall give a separate & unqualified Undertaking, on non-judicial stamp paper signed by the Firm's authorized Representative WITH official seal as under: <i>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</i>	

	<p><i>complete agreement with the provisions contained in the Tender Document No....., solemnly, aver as under:</i></p> <p><i>(i) In case, the Work under above cited Tender Document is awarded to our above-mentioned Firm,</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p>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.</p>
5.7	<p>The preferential treatment and other benefits to MSE firms with respect to tendered item will be given only to those MSE firms which are registered for the NIC Code-783 (Class-7830 and Sub Class-78300) under Udyam Registration. No MSE preferential treatment shall be granted to the MSE bidder without submission of relevant MSE certificate as mentioned above.</p>
6.	Payment Terms
6.1	<p>(i) The lump sum amount payable by Railway to the Manpower Service Provider every month shall include the remuneration payable for the outsourced manpower, the service charge payable to the Manpower Service Provider, and applicable GST thereon. No further amount shall be payable to the Service Provider on account of any other cost or expenses.</p> <p>(ii) The Manpower Service provider on award of work shall submit the breakup of gross pay in various components including statutory provisions. The Manpower Service Provider shall provide details with documentary proof every month regarding submission of statutory payments towards EPF, ESI etc. as applicable in account of outsourced personnel with the appropriate authorities.</p> <p>(iii) The consideration will be paid by the Railway to service provider against monthly invoices raised on completion of each month for the services provided by the service provider. On receipt of invoices, the Bill Paying Authority shall pay 80% of the invoice amount to the service provider immediately, i.e., by the 10th of the month. The remaining 20% of the invoice amount shall be paid after due verification and proper scrutiny of the documents. The required documents are reflected below. The Railway retains the option of asking the Manpower Service Provider to submit any additional documents as and when deemed fit and it shall be incumbent upon the Manpower Service provider to ensure immediate compliance. TDS will be deducted as per prevailing rates. The consideration aforementioned is all inclusive and no other amount will be paid to the service provider by the Railway on any account whatsoever, unless otherwise specifically agreed to in writing.</p> <p>(iv) The Invoice/Salary Bill should be invariably supported by the following documents.</p>

	<ol style="list-style-type: none"> 1. Salary sheet for the month with details of allowances & recoveries. 2. EPF challans 3. ESI challans 4. Bank Statement as proof of payment to employees. 5. Certificate pertaining regarding compliance of Sharmikkalyan portal 6. Any other documents, if required. <p>(v) After due scrutiny of documents, in case any excess payment is discovered, the same shall be recovered from the remaining 20% bill payment/next month's bill. In case of final bill, no payment shall be made without proper verification and scrutiny of documents.</p> <p>(vi) The Manpower Service Provider shall submit the monthly wage bill latest by 7th of the following month. As mentioned above, the aforesaid Monthly Wage bill shall mandatorily be accompanied by proof of remittance of EPF and ESI contribution (Employee and Employer both), of the previous month with the concerned authorities (EPF/ESI Challan), for which the wage bill is raised, i.e. the monthly wage bill should be accompanied by EPF/ESI Challan only of the month for which the payment is sought. In respect of the personnel deployed by the Manpower Service Provider, the Contractor shall remit the Provident Fund contribution of the deployed personnel to the EPF Office in a separate account so that only the names of the personnel deployed at Railway appear in the EPF Challan.</p> <p>(vii) The Manpower Service Provider shall ensure that the monthly emoluments for a particular month are paid in the account of the Attendant hired by the Service Provider latest by the 7th of the following month.</p>
7.	Obligations of N.F.Railway
7.1	Railway will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Manpower Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the Manpower Service Provider provided that Cost to the Company does not increase.
8.	Obligations of Manpower Service Provider <ol style="list-style-type: none"> (i) The Manpower Service provider shall, as and when so requested by Railway, will provide, at the agreed rates, qualified and suitable outsourced manpower as per the laid down essential qualification & suitability requirement at the residence of the officer concerned under whom the Attendant is to be engaged. (ii) It shall be the responsibility of the Manpower Service Provider to keep under employment only adult workers up to the age of 60 years with sound health whose antecedents have been thoroughly verified, including character and police verification. (iii) It shall be the responsibility of the Manpower Service Provider to get the suitability of the Attendant ascertained and certified prior to his engagement by the officer concerned under whom the Attendant is to be engaged, and to verify the qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification, the Manpower Service Provider will have to terminate the service of such Manpower immediately and shall provide suitable replacement within 05 days time.

- (iv) If the performance of the outsourced personnel is unsatisfactory, the 'Nodal Officer in-charge of hiring' shall give a notice of 10 days, either through letter or through electronic mode, to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel. In case the performance of the Attendant improves within this 10 days' notice period, the Nodal Officer in-charge of hiring may withdraw the notice either through a letter or through electronic mode of communication. On the other hand, in case the performance does not improve even after expiry of the 10 days' notice period, the Manpower Service Provider shall provide a suitable replacement within 05 working days thereafter. In case the replacement is not done within 05 days' time, penalty will be charged as per item number 14 below.
- (v) Manpower Service Provider shall ensure complete compliance (in respect of the personnel provided to Railway of all the prevailing provisions of all Labour laws, Rules and Regulations and guidelines of Government of India, including but not limited to the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employees' State Insurance Act, 1948, Workman's Compensation Act 1923, Payment of Bonus Act, 1965, Contract Labour Act, 1970, Employees Provident Fund and Miscellaneous Provisions Act, 1952 and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. The Manpower Service Provider would undertake to indemnify Railway on any cost or liability it may incur on account of such non-compliance, if any.
- (vi) The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up to the standards required by Railway.
- (vii) The Manpower Service Provider shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended from time to time and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- (viii) The Manpower Service Provider shall decide the modus operandi so as to ensure that workers engaged by it render proper and efficient services and conform to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letter(s) issued by it to the outsourced person(s) to the nodal officer in-charge of hiring nominated by Railway.
- (ix) The Manpower Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by it, while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Railway. The Railway shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Manpower Service Provider for any purpose whatsoever nor would the Railway be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep the Railway totally and completely indemnified against any such claim(s). Any outsourced personnel deputed in the Railway can be removed any time by giving notice to the Manpower Service Provider.

- (x) No relationship of employer and employee shall be entertained between the Railway and the outsourced personnel engaged by the Manpower Service Provider.
- (xi) The Manpower Service Provider shall ensure that all persons employed by it shall be efficient, skilled, honest and conversant with the nature of work as required.
- (xii) The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by the Railway as well as the appropriate authorities at any time.
- (xiii) Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate Railway for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
- (xiv) The engagement of outsourced person shall be purely on contract basis through the Manpower service Provider and shall not confer any right of employment in Railway upon the outsourced person directly or indirectly.
- (xv) The Service Provider shall provide photo identity cards to the persons employed by it for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. The service provider shall ensure proper conduct of these persons at their place of work, and enforce prohibition of consumption of alcoholic drinks, Paan, Smoking, Loitering without work and gambling.
- (xvi) The outsourced person shall at all time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of Railway.
- (xvii) The Manpower Service Provider shall indemnify and keep Railway indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the Railway on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- (xviii) In case the outsourced personnel deployed by the Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job, he should be immediately replaced.
- (xix) The Manpower Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of non- payment, short payment or delayed payment has to be settled by the Manpower Service Provider with the workers engaged by Service Provider. However, in no circumstances the actual disbursement shall be less than the agreed amount
- (xx) The Manpower Service Provider shall not terminate the services of hired Manpower unilaterally. In case any hired manpower is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of Railway.
- (xxi) No outsourced personnel who remains habitually absent or is a habitual late comer or early goer would be allowed to work and it will be the responsibility of the Manpower service provider to provide a substitute.
- (xxii) If a worker is unauthorizedly absent or leaves the job, it will be the responsibility of the Manpower Service Provider to provide a substitute immediately. In case substitute is not provided, deduction of charges will be

	<p>made on a pro-rata basis from the monthly bills. Further, if a substitute is not provided within a period of 05 days, penalty @ double the daily emoluments per worker shall be levied.</p> <p>(xxiii) The Manpower Service Provider shall ensure that it and its outsourced Manpower engaged in Railway shall maintain absolute confidentiality with regard to any information regarding the Railway or the officer under whom the outsourced manpower is engaged, shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain. Any loss caused to Railway on failure to comply this provision, shall be indemnified by contractor. This clause shall subsist even after the expiry of the contract agreement.</p> <p>(xxiv) If any accident occurs with any worker of the contractor during or out of course of his duties, the Railway will not be liable in any way and the sole responsibility for payment of compensation etc. shall be of the contractor.</p> <p>(xxv) The Manpower Service Provider shall provide appointment letter, photo identity cards, ESI Card and Pay-slip of each month to the manpower deployed by it in Railway on contractual basis.</p>
9.	<p>Leave: Leave will be granted as per extant and applicable statutory provisions.</p>
10.	<p>Tender Cost/EMD/Security Deposit/Performance Guarantee:</p>
10.1	<p>EMD: EMD is to be submitted as per tender document.</p> <p>An amount of Rs. 1000/- shall be submitted for the Tender /Bid document cost.</p>
10.2	<p>On being empanelled, an amount of Rs.1,00,000/- shall be deposited by the contractor with quotation/bid in the form of Bank Draft/Pay Order in favour of FA& CAO/N.F.Rly, Maligaon, as lump sum security deposit.</p>
10.3	<p>On receipt of order from Nodal Officer in-charge of hiring, a Performance Guarantee deposit of Rs.5,000/- per Attendant will be deposited with Nodal Officer in-charge of hiring in form of Bank draft/pay order in favour of FA& CAO /N.F.Rly, Maligaon, or with the associate Accounts of the unit concerned, as the case may be.</p> <p>Refund: The nominated Nodal Officer in-charge of hiring shall be responsible to refund the Security/Performance Guarantee Deposit through associate finance, on written request of empanelled agency, after withdrawal of Attendant.</p>
11.	<p>Scope of Service</p> <p>(1) In performing the terms and conditions of the contract, the Manpower Service Provider shall at all times act as an Independent Manpower Service Provider. The contract does not in any way create a relationship of principal and agent between the Railway and the Manpower Service Provider. The Manpower Service Provider shall not act or attempt by both parties that this contract between the parties evidenced by it is on a principal-to-principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Manpower Service Provider shall never under any</p>

	<p>circumstances whatsoever, be entitled to claim themselves to be the employee of the Railway.</p> <p>(2) The nature of duties of the outsourced Attendant to be provided in lieu of the TADK being the same as that of a TADK, a split roster comprising two spells of 5 hours each daily with a suitable break in the afternoon, with a weekly rest on any day from Sunday to Saturday be adopted for the outsourced Attendant as well. The specific hours of work and the day of weekly rest may be decided as per the convenience of the officer concerned, subject to the working hours not exceeding 10 hours daily and 60 hours in a week.</p> <p>(3) As there shall be no relationship created between the hired Attendants and the Railway, such Attendants and their family members shall not be eligible or entitled for any medical or pass facilities to be provided by the Railway.</p> <p>(4) There shall be no unilateral change of the attendant by the contract agency. If at all any such change is proposed, it should be only with the approval of the officer concerned.</p>
12.	<p>Income Tax</p> <p>Income Tax as per rates applicable/amended under the Income Tax Act shall be deducted at source unless the contractor is exempted by Income Tax Authorities. It would be open to the contractor to make an application to the concerned Income Tax authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.</p>
13.	<p>GST</p> <p>GST as applicable on gross value of each running account bill shall be paid by the Railway as per prevailing law on submission of Tax invoice as per provisions of GST Act. The manpower service provider shall be responsible for timely deposit of GST to relevant Authorities. Any loss/default to Railway on account of non-compliance of provisions of GST Act by Manpower Service Provider shall be indemnified by the manpower service provider.</p>
14.	<p>Fines & Penalty</p>
14.1	<p>(i) If any of the workers deployed by the agency in the Railway indulges in theft or any illegal activities, misconduct, etc., the agency will take appropriate action as per the law and rules in force against its erring worker in consultation with the Railway and intimate the action taken to the Railway.</p> <p>(ii) In case replacement in terms of clause 8(iv) above is not provided within 05 days' time, penalty @ double the daily emoluments per worker shall be levied on the Manpower Service Provider.</p> <p>(iii) In case substitute is not provided in terms of clause 8(xxii) above, deduction of charges will be made on a pro-rata basis from the monthly bills. Further, if a substitute is not provided within a period of 05 days, penalty @ double the daily emoluments per worker shall be levied.</p> <p>Note: The 'Nodal officer in charge of hiring' or any other officer of the Railway so authorised would be the Competent Authority to decide the levy of penalty.</p>

<p>15.</p>	<p>Relation between manpower service provider and the Railway</p> <p>(a) The agency shall be the employer of the hired manpower deployed by it in the Railway and in no case there shall be a relationship of Employer and Employee between the Railway and the said manpower. By virtue of this agreement, no relationship will be created between the hired Attendant and the Railway.</p> <p>(b) The manpower employed by the Agency shall have no right whatsoever for any appointment in the Railway in any capacity whatsoever on the basis of their deployment in the Railway by the Agency.</p>
<p>16.</p>	<p>Insurance, clashes and litigation:</p>
<p>16.1</p>	<p>The Railway shall not entertain any claim arising out of any mishap, accident, injury, disease or disability that that may take place during the course or arising out of the Attendant’s deployment in the Railway. The contractor shall be fully responsible for any loss or damage to the Attendant and shall be liable to pay full compensation for any injury or any other loss to Attendant. Railway shall neither be responsible nor liable to pay any compensation for injury/death caused to Attendant in the event of any accident during the course or arising out of the Attendant’s deployment in the Railway. In case of any third party claim against Railway for any act of the manpower deployed by the contractor in the Railway or of any other employees of the contractor, the contractor shall act as guarantor and indemnify Railway to the extent of all claims and expenses.</p>
<p>16.2</p>	<p>The Contractor will protect Railway against all claims applicable under the Workmen’s Compensation Act, 1923.</p>
<p>16.3</p>	<p>The Contractor will protect Railway against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission or commission on the part of the Contractor, the manpower deployed in the Railway by the Contractor, the Contractor’s agents/ representatives and sub-contractors.</p>
<p>16.4</p>	<p>The Service provider shall be responsible for all litigation arising out of any accident and also for payment of compensation to Attendant and any other involved parties in the event of death/injuries/damage, etc.</p>
<p>16.5</p>	<p>Compliance of all statutory obligations shall be ensured by the agency and claims against any liability falling on N.F.Railway due to non-compliance of statutory obligations by the contractor/service provider or any of its agents /servants/Attendant or for any reason whatsoever would be borne by the contractor/service provider.</p>
<p>16.6</p>	<p>To protect and/or to indemnify the Railway against any claims or suits, the Contractor shall maintain an insurance which shall also cover all the liabilities of the Contractor arising out of the clause entitled “Defense of Suits” under General conditions of contract.</p>
<p>17.</p>	<p>Termination of Contract:</p>

17.1	<p>The Railway (which term shall, for the purpose of this clause, mean ‘Nodal Officer in-charge of hiring’ at HQs) has the liberty to terminate the contract with any or all of the service providers with one month’s notice without assigning any reason. However, in case the service provider wants to terminate his services, he shall be required to serve 3 months advance written notice. Termination of contract shall be done as per GCC for services.</p> <p>The contract with any or all of the service providers can also be short-closed on account of unsatisfactory services at the discretion of the ‘Nodal Officer In charge of hiring’ at HQs. The term ‘unsatisfactory services’ shall mean and include the non-compliance of any of the obligations by the service provider, as laid down in this agreement.</p>
17.2	In case of any dispute of any kind, the firm shall abide by the decision of the ‘Nodal Officer In charge of hiring’ at HQs.
18.	Other Miscellaneous Conditions:
18.1	The firm(s) are required to maintain all such records as may be required or prescribed by the Nodal Officer In charge of hiring of Attendants for documenting the hiring of the Attendant and for preferring claims for payment.
18.2	The sixteen-digit GST registration number along with the copy of registration certificate should also be submitted to the Railway for empanelment.
18.3	ARBITRATION- In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by the General Manager, N.F.Railway as per GCC for service contract. The arbitration shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 as amended and rules made there under.
18.4	The service provider/firm shall also be responsible for compliance of all legal provisions in respect of the Attendant and shall indemnify the Railway for any loss on this account.
19.	Empanelment of more agencies during currency of contract:
19.1	Railway has the freedom to empanel other Agency / Agencies for hiring of Attendants on same rate / terms and conditions as and when required during currency of the contract.
20.	Applicability of General conditions of Contract (GCC): The contract shall be governed by the GCC for service contract and the Special Conditions of this contract.
21.	Validity of Tender: Validity of tender will be kept as 180 days.

In case, you are interested to provide the manpower to this office on the above terms and conditions, you may **please submit your tender** papers/offer in a sealed cover addressed to PCMM, NorthEast Frontier Railway, Maligaon, Guwahati **in Tender Cell, PCMM Office not later than 15.00 Hrs. of 14.07.23.** The tender shall be open same day at 16.30 Hrs. Tender opening may be attended by your authorized representative. While submitting your offer, please note:-

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Your Bidding Papers/Offer/Quotation should be on letter head of your firm duly signed & stamped by authorised signatory of your firm.
- (iii) Rates to be filled up in the Annexure I which will be provided after shortlisting of firms on the basis of document submitted during first stage i.e. submitted during original offer on the basis of EOI.
- (iv) Each page of this letter should be signed & stamped by authorized signatory of your firm as token of acceptance to work on these terms & conditions and be enclosed on your letter head.
- (v) Security Deposit of Rs. 1,00,000/- (one Lakh) in the form of Bank Draft/Pay Order in favour of FA&CAO/N.F. Rly., payable at Maligaon must be attached which will be consider as lump sum security for empanelment, if quotation in accepted and firm is placed on panel. It will be refunded in case quotation is not accepted for empanelment. The offer shall be summarily rejected if not accompanied with Security Deposit.
- (vi) Work Experience Certificated as per Para 4(a) & 4(b) above regarding Technical Eligibility Criteria.
- (vii) Requisite documents as per Para 4(c) above regarding Financial Eligibility Criteria.
- (viii) Undertaking on non-judicial stamp paper as per Para-5 (5.6) above.
- (ix) The tenderer shall submit the copy of any valid license obtained from licensing Authority under the contract labour (Regularization & abolition) Act 1970.
- (x) Tenderer shall submit copy of valid registration with ESI & EPF authorities.
- (xi) Tenderer shall submit copy of valid PAN card of the firm.
- (xii) Tenderer shall submit copy of valid registration for the GST.
- (xiii) Format for affidavit Annexure XVII duly to be submitted along with bid.

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED / UPLOADED BY TENDERER
ALONG WITH THE TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of ₹ 100/-. The stamp paper has to be in the name of the tenderer) **

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 EOI No. of NorthEast Frontier 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 and have signed all the pages in confirmation thereof.
3. 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.
4. 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.
5. 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.
6. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to 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.

7. I/we also understand that if the certificates 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 SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

** The contents are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.