

SPECIAL TERMS AND CONDITIONS (STC) OF THE CONTRACT

Name of the Work: Contract for Manual movement of Parcels and Parcel Handling i.e., activities of loading, unloading and shifting of parcels/ luggage booked by Railways i.e., non-leased parcels from various Platforms to Parcel Office and vice - versa at KSR Bangalore City (SBC), Yeshwantpur (YPR), Sri M Visvesvaraya Terminal Bengaluru (SMVB) & Yelahanka (YNK) Railway Stations for a period of 01 year.

1. Works experience certificates (duly attested) issued from any of the following shall be considered for evaluating the tenders:

- a) Government Departments, PSUs and other Govt. Institutions.
- b) Public Limited Companies.
- c) Govt. Universities.
- d) Co-operatives run by State & Central Government & Public Sector undertakings.
- e) Private Organizations involved in similar nature of work.

2. The contract is for the manual movement of booked Departmental parcels at KSR Bangalore City (SBC), Yeshwantpur (YPR), Sri M Visvesvaraya Terminal Bengaluru (SMVB) & Yelahanka (YNK) Railway Station viz., consignment from parcel sheds/Luggage Office to different Platforms/trains and vice versa under the supervision of Parcel Supervisor taking up the total activity from the time of booking of parcels Viz., stacking, cartage to Platforms, loading onto SLR at respective platforms in time of outward bound parcel traffic and unloading of inward departmental parcel traffic from SLRs, cartage to respective sheds and weighment of all parcels waybill-wise at inward shed before handing over to the Parcel Supervisor (Inwards). The transshipment parcels/over-carried parcels received are to be carted to Transshipment (TP) shed and weighed before loading to destination. These operations should be carried to the satisfaction of the Railway Administration by providing labourers. The minimum requirement of labourers at each station is as follows:

(a) Total Minimum Requirement: 46 labourers

- I. Minimum labourers required at SBC: 18
- II. Minimum labourers required at YPR: 13
- III. Minimum labourers required at SMVB: 13
- IV. Minimum labourers required at YNK: 02

Note: (i) The above Numbers denote the minimum requirements only and does not limit the No. of labourers to be employed by the contractor. The Licensee shall deploy adequate No. of labourers as per requirements and the directions of Railway Administration. The station-wise requirement and deployment shall be reviewed periodically and all instructions in this regard shall be followed by the Licensee. Any deviation of instructions in this regard shall be considered breach of contract.

(ii) Railway Administration reserves the right to alter/increase/decrease the above-mentioned minimum numbers at each station as per the requirements of the contract, as reviewed from time to time.

3. Other Conditions:

- a. Tenders by individual, Co-operative societies, firms, partnership firms, sole proprietary firms or Joint firms consortiums may apply for this tender. They may nominate authorized signatory to act on behalf of the above, who will be signing all the tender documents.
- b. The contractor shall not interfere with the communication or any other installations of the Railway Administration without prior written consent of the Railway Administration.
- c. The contract is also governed by the general conditions of the contract amended from time to time. The contractor should abide by rules and regulations of the general conditions.
- d. In case of failure on the part of the contract in maintaining any or all aspects of the contract at station/stations and if Railway administration is not satisfied about the maintenance of any aspects. The Railway Administration without prejudice can assign the job to other party at the risk and cost of the contractor.
- e. The Railway Administration shall not be responsible for any loss/damages to any financial agencies, commercials outfits consequent on the termination of the contractor for what so ever reasons.
- f. The contractor shall not assign, sublet or transfer the contract in full or in part. If it is found that the contractor has sublet either in full or in part the Railway Administration will terminate the contract within a notice period of 14 days.
- g. The contractor shall not be entitled to any claim against the Railway Administration for any damages, loss etc., that the contractor may sustain on account of fire or any other causes what so ever.
- h. The Railway shall issue no free Railway passes to the contractor or any of his employee/worker.
- i. In the event of the death of the contractor during the contract period, the legal heirs of the deceased viz., wife, son, daughter, widow dependent, daughter-in-law may be allowed to continue the un-expired portion the contract purely at the discretion and permission of the Railway Administration on production of legal heir certificate subject to fulfilling the terms and conditions stipulated in the agreement.
- j. It shall be understood that the tender documents have been sold/ issued to the tenderer and that the tenderer is permitted to tender in consideration of the stipulation on this part that after submission - of his/her tender. He/She will not resile the offer or modify the terms and conditions thereof in a manner not acceptable to the

Railway Administration. If the tenderer fails to observe or comply with the said stipulations, the EMD amount shall be liable to be forfeited to the Railways.

- k. The Railway Administration has got the authority to add, delete and alter any of the conditions mentioned herein depending upon the interest of the public and as per the instructions from Ministry of Railways, Railway Board, New Delhi.
- l. PAN number along with photocopy should be enclosed.
- m. The contractor should keep all the relevant records such as allotment letter all payment details paid to the Railways in the counters. These documents should be made available for any inspecting official at any time.
- n. The contract can be terminated without assigning any reason by giving a notice of not less than one month on Railway side and for non-issue of such notice no compensation shall become payable.

4. Labour Laws:

- a. The Contractor shall comply with all applicable laws, ordinances, rules and regulations including all the provisions of labour laws specially Contract labour (abolition & regulation) Act, 1970 & Payment of minimum wages Act 1948, in respect of this contract and employment of labourers (i.e.) Battery operated Trucks Drivers and Labourers provided by him shall obtain all such Municipal and other Govt permits, licences and inspections as may be necessary and shall pay at their own cost all charges in connection therewith if any.
- b. The bidder must establish that he follows all Labour laws and makes payment to his staff in accordance with relevant Acts through documentary evidence like copy of returns filed for PF, ESI, ST code No. etc.,
- c. **Wages to Labour:** - The Contractor shall be responsible to ensure 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 employee directly or through petty Contractors or sub-Contractors employed by him. If in compliance with the terms of the contract, the Contractor supplied any Labour to be used wholly or partly under the direct orders or control of the Railway whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such Labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor, If any money shall as a result of any claim or application made under the said act but directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the contractor and on failure by the contractor to repay the Railway any money paid by it as aforesaid within seven days after the same shall have been demanded. The Railway shall be entitled to recover the same from any money due or accruing to the Contractor under this or any other contract with the Railway.

- d. Contract Labour (Regulation & Abolition) Act, 1970/Rules 1971.

The Minimum rate of Wages for all work men as notified by Regional Labour Commissioner (Central), Hyderabad shall be paid in presence of the authorized representative of the Principal Employer or through Nationalized Banks. The Principal Employer with regard to this work is Sr.Divisional Commercial Manager/Bengaluru Division, and his authorized representative is the Commercial Inspector/Commercial Supervisor of the concerned station.

- e. The Contractors employing more than 20 Work men should obtain License from the Asst. Labour Commissioner (Central) Bengaluru. First Aid facility should be provided and maintained by the contractor during all working hours with first aid box equipped with prescribed contents at the working place where labour is employed by him.

5. Minimum Wages Act 1948/Rules 1950: The payment of Wages Act, 1936:

- a. The Contractor shall display Notice Board at the Work Place showing the minimum rates of Wages fixed, Wage Period, Hours of Work, Date of Payment of Wages, Date of Payment of Unpaid wages, Place of Payment of Wages, Abstract of the Act/Rules made there under, Name & Address of the Concerned Labour Enforcement Officer (Central) in English and Kannada.
- b. The Contractors shall maintain the Register of Muster Roll, Register of Wages, register of fines, Register of deductions for damages/loss & Register of Over Time at the SBC, YPR, SMVB & YNK parcel offices. Labours should sign the muster roll maintained in Parcel offices and countersigned by the concerned CPSRs.
- c. The Contractor shall issue Monthly Wages slips to all work men showing the details of the gross wages, deductions if any and net wages.
- d. The Contractor shall also provide weekly rest on staggered basis to all workers and comply with all other provisions of Labour Laws/ Tax Enactments that are applicable to the Contract, besides the provisions mentioned above.
- e. The contractor shall pay minimum wages to the workers as notified by Chief Labour Commissioner/New Delhi or the Regional Labour **from time to time** directly to the bank account of the staff deployed by them and the proof of such payment been made may be submitted to the office with counter signed by the CPSR concerned duly entering in the register. Extracts of such payments duly signed by the contractor/supervisor and countersigned by the CPSR/Supervisor of SBC, YPR, SMVB & YNK Railway station certifying that the wages paid before him are to be submitted along with the bills for arranging payment.
- f. The contractor shall submit Annual Return in the prescribed form to the concerned Labour Enforcement Officer (Central).

6. Apprentice Act:

- a. The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and 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 the purpose of carrying out the contract.
- b. If the contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provision of Act.

7. Provision of Payment 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 Contractor or sub-Contractor, whether in connection with the works to be executed hereunder or otherwise. Such Labour shall be deemed to comprise persons employed by the Contractor and any money which may be ordered to be paid by the Sr Divisional Commercial Manager shall be deemed to be moneys payable by the Sr Divisional Commercial Manager on behalf of the Contractor and the Sr Divisional Commercial Manager may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railways 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 Sr Divisional Commercial Manager upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

8. Provision of Contract Labour (Regulation and Abolition) Act, 1970:

- i. The Contractor shall comply with the Provision of Contract Labour (Regulation and Abolition) Act, 1970 and the 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 claim under the aforesaid Acts and the Rules.
- ii. The Contractor shall obtain valid labour license under the aforesaid Act as modified from time to time before the commencement of the work and *continue* to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of *the* contract arising out of the resultant non-execution of the work.
- iii. The Contractor shall pay to Labour employed by him directly or through sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractors shall not with- standing the provisions of the contract to the contrary, cause to be paid the wages to Labour *indirectly* engaged on the work including any engaged by his sub-Contractors in connection with the said work, as if *the* Labour *had* been immediately employed by him.
- iv. 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 the Rules wherever applicable.

- v. 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 workman employed by the Contractor or his sub-Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules and 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 Section 20 Sub-section (2) and Section 2, Sub-section (4) of aforesaid Act the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or 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 (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon has giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above, shall be final and binding on the contractor.

9. Details of employees engaged by the contractor:

While signing the Agreement the licensee shall submit a list of his employees as would be engaged by him for this work with details of names, address, phone No., Age, marital status, electron ID No., Police Verification Certificate, etc.

- a. The contractor should furnish complete details of the labour to be deployed with supervisor (s) giving the working timings as well as the rough estimate of the persons to be deployed for the parcel activities.
- b. Contractor should issue Identity badges to all his labour being engaged to carry out the Work, including the Supervisor. These identity badges should be so carried that Railway Security can identify them. The Identity cards should be worn by the contractors" labour on left side on the chest every time, during their presence on Railway Premises.
- c. The quality of work will be closely monitored and shall be inspected daily by Railway Authority. The contractor will not employ any unethical practices to compromise the quality of work. Contractor or his men will not use any such means, which will affect the quality of work and may cause damage to Railway property due to such practice, for which the contractor will be solely responsible. If any such incident takes place and the Contractor is found responsible, Railways will reserve the right to terminate the Contract immediately.
- d. Railway Authority shall review the contract performance periodically.
- e. The train may run late some time; accordingly, the contractor shall have to make arrangements for loading and unloading.

- f. Railway representative may check the attendance register of the men deployed by contractor on daily basis to ensure proper deployment before commencement of work by contractor. The attendance shall be recorded in a register maintained by the contractor supervisor staff and the contractor's men shall have to sign on a daily basis. Such record to be produced on demand by railways "authorised representative. Concerned Parcel/Luggage Supervisor shall witness payment of contractors labour as per law/statute based on which payment to the contractor will be made for labour element.
- g. Tenderer shall also keep a representative during maintenance for liaison. The representative should be a supervisor in charge of supervisory of movement of parcels of trains. He shall liaise with Railway for any instruction clarification etc. He should maintain adequate mobile communication with Railway at all times for which he should carry mobile phone at all times, the number of which shall be given to Railway Administration and Parcel Supervisor in-charge.
- h. The contractor shall be the employer for his personnel and Railway Administration will not be held partially or fully responsible for any dispute that may arise between the contractor and the workers.
- i. The services of the labour will be purely on contract basis and will not involve regulations of service of workers deployed for the said service at any time (or) otherwise.

10. Reporting of Accidents to Labour:

The Contractor shall be responsible for the safety of all employees directly' or through petty Contractors or sub-Contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Railways and shall make every arrangement to render all possible assistance.

11. Provision of Workmen Compensation Act:

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 a workman directly or through petty Contractor or sub-Contractor 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 any sum due by Railway to the Contractor whether under these conditions or otherwise, Railway shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting.

- 12. No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the building and equipment therein as well as charges for electric current, water supply and conservancy.
- 13. a. Labour Camp: The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-Contractors and for temporary

creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the contractor for the erection of Labours camps, either free of cost or on such terms and conditions that may be prescribed by the Railway. All camp shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

b. Compliance to rules for employment of Labour: 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.

c. The Contractor shall take requisite precautions and use his best endeavour to prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty contractors and sub-Contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of Railway requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by Railway shall be recoverable from the contractor.

14. a) **Use of intoxicants:** The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of Contractor of any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

b) **Restriction on the employment of retired Managers of Railway Services within two years of their retirement:** The Contractor shall not, if he is a retired Government Manager of Gazetted rank, himself engage in or employ or associate a retired Government Manager or Gazetted rank, who has not completed two years from the date of retirement in connection with this contract.

c) **Non-employment of Labourers below the age of 18:** The Contractor shall not employ children below the age of 18 as Labourers directly or through petty Contractors or sub-Contractors for the execution of work.

d) The contractor shall be responsible for employment of its labour and be liable for observance of all statutory provision of Government. No claim for employment of labour so engaged by the contractor in Railway whatsoever ground shall be entertained.

e) The contractor shall keep in force policy/policies of insurance against all liabilities and recognized risk in respect of accident to person employed by contractor for purpose of carrying out the work under the contract. In respect of all staff engaged by him, the contractor shall be responsible against all claims under Work Men Compensation Act, labour Contract Act etc.

f) Any damage, deterioration, loss caused to Railway properties due to

negligence/carelessness on the part of workman employed by the contractor shall be made good at his own cost. If he fails to do so, Railway shall be within their rights to affect necessary recoveries from the contractors' bill of theft/ loss of the Railway properties the contractor shall be responsible for making good the losses occurred due to negligence or laxity of the supervision by the contractor.

- g) All preventive measures are to be taken not only for guarding Railway's own assets to be *given* to contractors for maintenance but also to secure from anti-social elements, indemnifying of damages to the Railway properties needs *to* be included as a protective measure in the scope of the contract conditions.
15. The quality of work will be closely monitored and shall be inspected daily by Railway Authority. The contractor will not employ any unethical practices to compromise the quality of work. Contractor or his men will not use any such means, which will affect the quality of work and may cause damage to Railway property due to such practice, for which the contractor will be solely responsible. If any such incident takes place and the Contractor is found responsible, Railways will reserve the right to terminate the Contract immediately.
16. Railway representative may check the attendance register of the man deployed by contractor on daily basis to ensure proper deployment before commencement of work by contractor. The attendance shall be recorded in a register maintained by the contractor supervisory staff and the contractor's men shall have to sign on a daily basis. Such record to be produced on demand by railways's authorized representative. Concerned Parcel/Luggage Supervisor shall witness payment of contractors labour as per law/statute based on which payment to the contractor will be made for labour element.
17. Tenderer shall also keep a representative during maintenance for liaison. The representative should be a supervisor in charge of movement of parcels in trains. He shall liaise with Railway for any instruction, clarification etc. He should maintain adequate mobile communication with Railway at all times for which he should carry mobile phone at all times, the number of which shall be given to Railway Administration and Parcel supervisor in-charge.
18. The parcel tonnage may vary per day, the quantity mentioned in the schedule of work due to periodic augmentation of coaches in the train, introduction of new train or cancellation of existing trains. Contractor should not quote different rate for such variation of workload.
19. No payment shall be allowed if the train is cancelled and pro-rata deduction shall be made on monthly basis.
20. No extra payment shall be made if the train is rescheduled and as such the Contractor / his supervisor shall verify daily the exact time slot for clearing the parcels.
21. The submission of a Tender by a tenderer shall be deemed to imply and taken as indicating that he has read, understood and abided by the conditions stated therein and the South Western Railway **General Condition of Contract 2013**, including correction slips thereto up to the date of opening of Tenders.

22. The detailed programme schedule of trains / platforms to be attended by the Contractor Would be notified from time to time by the Railway Administration.
23. Records to be maintained at parcel office indicating the availability of labourers as per shift basis. The employees deployed by contractor is to sign in the register maintained by concerned Parcel Supervisor. Deficiency in supply of daily manpower as desired through schedule to be kept in the mind while clearing the monthly bills & respective Parcels Supervisors to duly discount for shortfall as advised by Railway Administration.
24. The Chief Parcel Supervisor or In-charge Parcel Supervisor are authorized representatives of Railway Administration for counter signing the above records.
25. There is no limit in minimum and maximum number of trips.
26. All the staff of the contractor will be in proper uniform with identity card under his name, trading style and signature. The prior approval of uniform pattern and identity card has to be obtained from Sr. Divisional Commercial Manager, Bengaluru. The contractor should ensure his labourers are to undertake only the specific work agreed.
27. Necessary care should be taken so as not to damage the parcels or its contents in transit or in the course of loading/unloading to trains. Hard parcels should not be loaded above Perishable parcels at the time of cartage of parcels.
28. Way bill: The contractor or his authorized representative shall maintain the details of the parcels handled as prescribed by the Railway Administration in triplicate and handover a copy to the respective Supervisors. At the end of the month a summary of parcels handled at various points should be submitted to the Chief Parcel Supervisor (Outward), who would certify the correctness and submit the same to the Sr. Divisional Commercial Manager, South Western Railway, Bengaluru to arrange the release of the contract value.
29. **TERMS OF PAYMENT:** No advance payments will be made. Therefore, the offers with advance payment conditions will not be considered. Payments will be made to the contractor monthly after completion of the work against documentary evidence thought "on account bill" for the actual quantity of work done. [The total tonnage may be spread over throughout the contract period i.e. one year from the date of the commencement], the payment will be made on pro-rata basis during the previous month after certification supported by relevant document in original for every trip. Payment of freight bill shall normally be made within 30 days of presentation of the bill duly supported by properly acknowledged parcel handled to the office of Sr. Divisional Commercial Manager, South Western Railway, Bengaluru.
30. Measurement book to be recorded and certified by contractor and Parcel Supervisor.
31. The rates agreed between Sr. Divisional Commercial Manager, South Western Railway and the contractor will remain firm during the currency period of the contract.
32. **Tax enactments:** All statutory taxes including GST, service charges etc., shall be borne by contractor. Taxes shall be deducted at source as per the applicable Rules.

33. Income Tax: In terms of Income Tax Act, 1961 as amended from time to time, income tax, surcharge and Education cess on Income Tax as applicable will be recovered from the Contractor's bill and certificate to that effect will be issued by the bill paying authority.
34. Performance of the transporter will be reviewed any time during the currency of the contract. In case the performance is not found upto the mark, Sr. Divisional Commercial Manager/ South Western Railway, Bengaluru reserves the right to terminate the contract without any further reference.
35. The Contracture should submit a list of officials along with their authorization letters to Sr. Divisional Commercial Manager, South Western Railway, Bengaluru, on award of contract.
36. Before quoting, the contractor may visit the shed and get acquainted with the nature and extent of the work involved and the place so that he would be able to assess his capability to undertake the work to avoid any difficulties in the actual execution of the work.
37. The parcels are to be collected by the contractor as instructed by the Parcel Supervisors and delivered as per the schedule of work.
38. **DISPUTE RESOLUTION:** Any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) between you and the Railways, represented by the Sr. Divisional Commercial Manager, Bengaluru Division, South Western Railway, upon or in relation to or in connection with or arising out of the agreement, shall be resolved as per provisions of GCC (Works) and its amendments. Courts at Bengaluru alone shall have exclusive jurisdiction over any dispute arising out of this tender / contract.
39. **Accommodations and Railway Passes:** The Licensee and his staff shall not be eligible for any kind of Railway accommodation, Railway Pass/PTO etc.
40. The service provider shall keep the Railway indemnified and save harmless the Railway from and against all action, suit proceedings, losses, costs, damages, charges, claims and demand of every nature and description brought or recovered against the Railway by reason of any act or omission of the service provider, his agent or employee while performing the work.
41. The contractor shall furnish his contact number, Fax number, e-mail Id and contact person's name and address to the Railways.
42. Declaration of value of parcels handled: The value of the Railway materials handled would be the cost of the parcels established through proper Bills will be declared at the time of loading by the Consignee or his representative. The contractor would be solely responsible for any loss/damages/pilferages or parcel in transit after having taken over from the Railway Authorities and is liable for the loss/damages/pilferages and has to settling the compensation with the Consignee or his representative within reasonable time. In cases where there is no settlement with the Consignee, the consignment value will be decided by Railways and would be final and binding on the contractor for such

settlements. Repeated loss/damages/pilferages would be viewed seriously and performance reviewed.

43. Weight of Parcels being handled: The actual weight of parcels recorded at the time of booking would be taken as the measure only even though the Railway may charge the parcel on volume-metric measurement. Inward parcels would have to be weighed invariably before handing over to the Railway Authorities as per the procedures adopted by the Railways from time to time. The Contractor is free to put up his weighing scale(s) for the smooth functioning and proper recording of the weight.
44. Insurance: The Contractor is free to enter into an Agreement with any Insurance Company to insure himself to cover the risks involved in the handling of parcels within the Railway premises and also his staff involved in the activity at the Railway Station for any untoward incidences.
45. The Contractor shall be responsible for any discrepancy found at the Inward Office in respect of the Parcels. The transporter shall also be responsible for checking the packing conditions of parcels etc; before taking over of the same for cartage. The contractor will be responsible for shortage/damage from the time parcel is handed over to him/his representative till the parcel is handed over to the Railway Authorities/Loading on to trains under the supervision of the loading clerk. The shortage/damage of quantity in number or in weight or in other unit of measurement and the value of the goods mentioned by Sr. Divisional Commercial Manager/ Bengaluru as above shall be the basis for assessing the loss of Parcel.
46. The contractor shall execute the contract as per the scope of work to the entire satisfaction of Railway Administration.
47. The contractor shall work in such a manner that other works being carried out by Railway and Railway men are not affected, obstructed or injured.
48. Contractor is solely responsible and shall take all the safety precaution of his staff engaged for the execution of the contract work.
49. The contractor shall be responsible for any loss or damage to railway property which may occur due to negligence/ carelessness of the contractor/ contractor's staff while executing work. The cost of damage or loss shall be recovered from the contractor's bill.
50. All notice(s), requisition(s) such as letter of Acceptance, etc., in pursuance of the contract delivered at, or posted to the contractor's place of business by registered post acknowledgement due shall be considered as received by the contractor.
51. The Contractor shall personally and exclusively supervise or deploy their supervisor exclusively to supervise the work at the loading / unloading points and also before and after loading/unloading of the Railway Parcels at the Platforms so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Railways.

- 52.** The contractor shall be responsible and liable for payment of salaries, minimum wages and other legal dues of the employees who are employed by him i.e labourers or any other employee of his contractor for the purpose of carrying out the work assigned to them by the Railways under this contract and comply with all statute, rules and regulations which may be applicable for the employees employed by him under the terms of this contract. Contractor's employees shall always be under his direct control or supervision.
- 53.** The contractor shall not use the name of the Railways in any manner either for credit arrangement or otherwise and it is agreed that the Railways shall not in any way be responsible for the debts, liabilities or obligations of Contractor and/or his employees.
- 54.** The Contractor shall be responsible for the diligent performance of the duties of his employees i.e labourers and for their conduct and behaviour.
- 55.** The Contractor shall be solely responsible for any injury to his personnel or any loss or damage arising out of the performance of obligation under this contract and shall indemnify and keep the Railways harmless in respect thereof. The Railways shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this contract as it may consider necessary or desirable and shall be entitled to recover from him all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by him but shall be final and binding on him.
- 56.** Without prejudice to the Railways other rights, the Railways will be entitled to deduct from the bills, security deposit or other amounts payable, costs, charges and expenses incurred or made by the Railways. The Railways shall not be responsible for death, injury or accident to his employees (i.e.) labourers which may arise out of and in course of their duty in the Railway premises and in the event the Railways is required to pay any damage/compensation in respect of such employees, the contractor hereby agrees to pay to the Railway. The Railway shall also not be responsible or liable for any theft, loss, damage or destruction of any property belonging to him or his employees lying in the Railway premises. He shall be fully responsible for the acts or omissions of the persons employed by him and shall indemnify and keep harmless the Railways from and against any loss and expenses thereby caused.
- 57.** The Contractor shall comply with all applicable laws, ordinances, rules and regulations including all the provisions of labour laws specially Contract labour (abolition & regulation) Act, 1970 & Payment of minimum wages Act in respect of this contract and employment (i.e.) labourers provided by him shall obtain all such Municipal and other Govt permits, licences and inspections as may be necessary and shall pay at their own cost all charges in connection therewith if any.
- 58.** The Railways shall have lien on the money due or has become due by him to the Railways retain such money which is due or has become due by him to the Railways out of the money due without prejudice to their right to recover the same in any other way.

59. Railways reserve the right to make changes at any time during the contract period. If such changes cause an increase or decrease in Contractor's charges price or any alteration, an equitable variation shall be agreed.
60. Railways reserve the right to terminate this contract within two weeks' notice in case of unsatisfactory work as assessed by the Railways or for non-compliance of any of the terms and conditions as stated in this contract.
61. **INDEMNITY BY CONTRACTOR:** The contractor shall indemnify and save the Railways from and against all actions, suit proceedings, loses, damages, charges, claims and demand of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agent or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
62. The work done by the contractor will be inspected by the Sr. Divisional Commercial Manager /his representative on his behalf. The contractor or his representative nominated for supervising the loading and unloading of Railway Parcels shall collect the proper documents as prescribed from Railway official's and handover the same under clear acknowledgement to the concerned Supervisory staff. Failing which the bill for the particular schedule /trip will not be claimed unless otherwise production of the required documents.
63. **Variation Clause:** The procedure detailed below shall be adopted for dealing with the variations in quantities during execution of works contracts:
1. In case of increase in quantity of loading/unloading of parcels by more than 25% of the agreement quantity is considered unavoidable, if floating a fresh tender for 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:
 - a. 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.
 - i. Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - ii. Quantities operated in excess of 140% but up to 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.
 - iii. Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that particular item in that particular tender.
 - b. 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.

- c. 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(C) and approval of General Manager.
2. In cases where decrease is involved during execution of contract:
- The contract signing authority can decrease the items upto 25% of the individual item without finance concurrence.
 - For decrease beyond 25% for individual items of 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.
 - It should be certified that the work proposed to be reduced will not be required in the same work.
3. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items), A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
4. No such quantity variation limit shall apply for foundation items.
5. For the tenders accepted at Zonal Railway level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies/
6. For tenders accepted by General Manager variations upto 125% of the original agreement value may be accepted by General Manager.
7. For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
8. 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), sanction of the competent authority as per single tender should be obtained.
- 64. Conservancy charges:** As per Railway Board letter No. F (X) 1/95//1 Dated:07.09.2021 "Conservancy cess charges" will be deducted at the rates given below from the contractor's bills based on the average number of labours/workmen employed per day by the contractor for the work.

Average No. of labourers / work men employed per day	Conservancy Cess charges to be recovered per month
1 to 5	Rs.159/-
6 to 10	Rs.312/-
11 to 25	Rs.785/-
26 to 50	Rs.1,143/-
51 to 100	Rs.1,534/-
101 to 200	Rs.1,926/-

- 65. VITIATION CLAUSE:**(This clause shall be treated as an “Excepted matter” in terms of para 63 of the GCC)” In the event of vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderer, the vitiation shall be to Contractor’s account. The total value of the work done shall be calculated at the rate offered by those tenders & the amount payable shall be limited to the lowest aggregate value as worked out.
- 66. FORCE-MAJEURE:** No party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligation under this agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such party including but not limited to Government legislation, fires, floods, earthquakes, epidemics, wars, riots and or act of God, Government strikes and lockout. The party claiming an event of Force Majeure shall promptly notify the other parties in writing full particulars of the cause or event and also keep the other parties informed of any further developments. The party so affected shall use its best efforts to remove the cause of non-performance, and the parties shall resume performance hereunder with utmost dispatch when such cause is removed. A condition of Force Majeure shall not relieve any party of any obligation due to under this Agreement prior to the event of Force Majeure. Subject to, as otherwise provided in this agreement, all notices to be given on behalf of the President and all other action to be taken on his behalf may be given or taken on his behalf by the Divisional Railway Manager (Commercial), Bengaluru Division, SWR.
- 67.** The general condition of contract (Works contract of South Western Railway) (GCC) as in force the time being and amended from time to time is applicable to this contract to the extent it is not inconsistent with the terms and conditions contained herein or the special conditions or the same is repugnant in the context of this contract. The term ‘manager’ wherever appears in the General conditions of contract (Work Contract) of South Western Railway (G.C.C) in the context of the present contract may be read as Senior Divisional Commercial Manager, Bangalore Division, South Western Railway, Bangalore City and shall include all superior officers of the Commercial department of the South Western Railway”.
- 68. MODIFICATION TO CONTRACT TO BE IN WRITING:** In the event of any of the contract requiring modification after the contract documents have been signed, the modifications shall be made in writing and signing by the Railway and the Contractor and no work 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 Contractor, and till then Railway shall have the right to repudiate such arrangements. The contractor has to arrange himself adequate Driver for driving trucks at the Railway Station with labours, The driver should be provided with all tools accessories, spare and should be capable to attend minor repairs and break down in case of emergency required for executing this contract.
- 69.** Courts at Bengaluru alone shall have exclusive jurisdiction over any dispute arising out of this tender / contract.

- 70.** The contractor shall pay minimum wages to his staff as fixed from time to time under the laws in force.
- 71.** Copy of wage disbursement made to the Employees under this contract must be furnished to this office as per Minimum Wages Act.
- 72.** CLAIMS: Contractor shall have no claim on account of any expenditure incurred by them other than specifically agreed to in this contract.
- 73.** The transporters will be solely responsible for any mishap such as Accident, fire etc., and consequences thereof, including legal consequences if any. The contractor shall be responsible for delivery in good condition of parcels handled through them.

