

**MODERN COACH FACTORY, RAEBARELI**

Office of the  
General Manager (P)

No. MCF/RBL/Attendant/Policy/2023

Dated: 21.09.2023

**Sub:** Policy Guidelines for hiring of Attendants in lieu of TADK on contractual basis through outsourcing agencies in MCF, Raebareli.

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Railway Board vide letter No. E(NG)II/2020/SB/5 dated 14.10.2022 and 05.04.2023 have advised that efforts should be made to man the post of TADKs as per extant policy guidelines. In cases where it is not possible to man the posts, an Attendant in lieu of TADK may be provided by Zonal Railways through contracted manpower outsourcing agency subject to the cost ceiling (excluding other statutory obligation, Service Charge, GST and other administrative costs) of such Attendant should not exceed bottom of Level-1 in the Pay Matrix of 7<sup>th</sup> CPC plus applicable D.A.


2. Accordingly, General Manager had constituted Four-Member-Committee at the level of JAG to prepare detailed guidelines regarding providing 'Attendant in lieu of TADK'. The recommendation of the Committee has been approved by the General Manager and is enclosed herewith as a policy applicable on Modern Coach Factory, Raebareli.

3. The Committee has also submitted terms and conditions of the rate contract in Annexure -2 which are enclosed for information, guidance and necessary action.

4. This policy supersedes all the policies previously issued by MCF regarding TADK/Attendant.

This has approval of the General Manager.

Encl: As above.

  
(R.L. Yadav)  
Dy.CPO/MCF  
for General Manager (P)

Copy to:

1. Secy. to GM for kind information of GM/MCF please.
2. PCMM for kind information and necessary action please.
3. All PHODs/CHODs/HODs for kind information.
4. All Dy. HODs/MCF/RBL.
5. SPO/Gaz., APO/Staff, APO/Bills, OS/Rectt., Ch.OS/Bills, Ch.OS/NG-I & II, Ch.OS/Coord., MCF/RBL.
6. PS to PCPO for uploading on MCF website.

**Policy Guidelines for hiring of 'Attendants in lieu of TADK' on contractual basis through Outsourcing Agencies in MCF, Raebareli.**

**1. Context:**

- 1.1. Railway Board vide letter No. E(NG)II/2020/SB/5 dated 14.10.2022 read along with clarification issued under the letter of even number dated 05.04.2023 has advised all Zonal Railways that efforts should be made to man the post of TADK as per extant policy guidelines. In cases where it is not becoming possible to man the posts, an Attendant in lieu of TADK may be provided by Zones through contracted manpower outsourcing agency.
- 1.2. In the above context, a need was felt to prepare guidelines to facilitate hiring of Attendants in lieu of TADK. The guidelines contained in this circular have been prepared as broad framework for operationalizing the scheme and such changes, as may be needed, for efficient implementation may be made within the framework by the contracting entities with the approval of respective competent authorities
- 1.3. This policy shall be reviewed time to time to incorporate learnings and knowledge gained from the experience of implementation.

**2. Modalities: Modalities and scheme for engagement of attendant in lieu of TADK through the contracted manpower outsourcing agency (contractor) are detailed below:**

**2.1. Nomenclature. "Attendant in lieu of TADK"**

**2.2. Process for requisition by Officer:** Attendant from the outsourcing agency shall be provided to an Officer on submission of a request-cum-undertaking by the Officer concerned, in the format attached as **Annexure-I** with certification of vacancy as provided for in para 2.3 below.

**2.3.** The concerned Personnel Officer or the Cadre Management Officer (as the case may be) of the unit shall keep the record of the vacancies of TADK and will certify the availability of vacant posts for hiring Attendant in lieu of TADK on each request made in terms of provisions contained in para 2.2 above.

**2.4.** After finalization of rate contract, all other modalities like manage the contract, forward the bills to accounts and handle all matters related to or incidental to being managed by Dy.CPO. Accounts and RPF, will send the requisition to Dy. CPO for hiring the attendant.

**2.5. Mode of contract:** Rate Contract to engage one or more agencies, normally not exceeding three, without any commitment to number of Attendants to be hired Counter offers may be given at the rate of the lowest acceptable offer to other tenderers for concluding parallel rate contracts. Since, the provision of RC is not available in GeM, the tender may be processed through IREPS as discussed at Para VI above.

**2.6. Period of Contract:** Two years extendable by one more year with mutual consent.

**2.7. Qualification and Suitability of Candidate**

2.7.1. Minimum age - 18 years.

2.7.2. When the person engaged as Attendant attains the age of 60 years, she/he shall be discharged from the contractual engagement.

2.7.3. Minimum qualification – High School pass or equivalent.

2.7.4. Must possess at his own cost a live and working mobile phone connection.

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- 2.7.5. Must be of sound mental and physical health.
- 2.7.6. Must have no criminal antecedents. The criminal antecedent should be verified with the Police Authority and the certificate to this effect should be furnished by the contracted agency before undertaking the suitability assessment.
- 2.7.7. The contractor shall propose at least three candidates meeting with above criteria along with experience details, including past employer details, if any. Suitability shall be assessed by the Officer with whom the candidate is proposed to be attached and the candidate assessed suitable shall be deployed by the contractor subject to medical fitness. If none of the candidates are found suitable, additional candidates shall be proposed by the contractor. The deployment shall start only after the Officer has certified suitability of the candidate.
- 2.7.8. On certification of suitability, following documents shall be submitted by contractor to the order placing authority and the Officer, with whom the Attendant is proposed to be attached:
- 2.7.8.1. Copy of AADHAR Card.
- 2.7.8.2. Copy of No criminal Antecedent report.
- 2.7.8.3. Mobile Number and current address.
- 2.7.8.4. Copy of educational qualification certificate/mark-sheet.
- 2.7.8.5. A copy of the identity card issued by the Contractor.
- 2.7.8.6. The candidate shall only be deployed only on production of medical fitness certificate from the Railway Hospital/Railway Health Unit or any other Hospital, as may be specified by the Railways, certifying that the candidate is physically and mentally fit; does not have any chronic illness and meets the minimum visual standard of 6/12 vision in both eyes, with or without glasses. An indicative format for Medical Fitness Certificate is attached as **Annexure-3**.
- 2.7.8.7. For the above purpose, the Officer, with whom the Attendant is proposed to be attached, shall refer the candidate for health checkup to specified Hospital/Health Unit. The candidate shall be treated as private person for such health checkup. The cost of the medical check-up shall be borne by the candidate himself/herself. Generally, the Railway Health Unit or Railway Hospital shall be specified for health checkup. Private Hospitals should be specified only in exceptional circumstances.

2.8. **Working hours of the Attendant** - 12 hours per day in two spells, with suitable break between the spells.

2.9. **Number of working days and leaves**. Working days shall be 6 days a week. Weekly rest day to be decided by the Officer, with whom the Attendant is attached The Attendant shall have holiday on National Holidays and shall be entitled to 8 days leave per year on pro-rata basis.

2.10. **Place of Work**

- 2.10.1. Residence of the Officer, or,
- 2.10.2. Any other place based on requirement of Officer.

2.11. **Change in Attendant:**

- 2.11.1. Contractor shall not be allowed to change Attendant unilaterally. The change due to death or incapacity or any other reasonable ground acceptable to Officer concerned shall be permitted only with prior approval of the Officer, with whom the Attendant is attached. The decision of the Officer shall be binding on the Contractor.

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- 2.11.2. Officer, with whom the Attendant is attached, shall be allowed to request change of Attendant up to four times in a year. Hence, an upper ceiling of four changes during the currency of contract is proposed beyond which the approval of concerned PHOD/ CHOD would be necessary.
- 2.12. **System of certification of attendance** - The officer with whom the Attendant is attached shall manage the leave and attendance and shall report any absence to Dy. CPO/MCF for which payment is to be deducted by last day of the month. The responsibility of promptly intimating any absence beyond the permitted weekly rest and leave shall lie solely on the Officer, with whom the Attendant is attached. Non-intimation shall be treated as sufficient proof of service having been provided by the Attendant supplied by the Contractor and Contractor's bill shall be passed accordingly.
- 2.13. **Monthly Wages:**
- 2.13.1. Monthly wage of the Attendant will be fixed at the bottom of Pay Matrix Level-1(PML) + DA as applicable.
- 2.13.2. Wages to be paid –
- 2.13.2.1. Basic: Rs. 18000/- (1)
- 2.13.2.2. DA: As applicable (2)
- 2.13.2.3. Total wages = (1) + (2) above.
- 2.13.3. **Deductions:** Statutory Employee contribution of PF & ESIC etc. (with basic as Rs.18000).
- 2.13.4. Employer contribution shall be governed with various statutory provisions applicable such as PF and ESIC.
- 2.13.5. The wages shall be paid by the contractor and the employer contribution to PF & ESIC etc. shall be deposited with the concerned authorities. The final bill for a month and on-account bill for the subsequent month shall be passed only upon preferring Bill with documentary evidence of having made the payment i.e. Wage Sheet (Salary Slip), Bank statement of Attendant and challans for having deposited the dues with statutory authorities such as PF & ESIC authorities.
- 2.13.6. The wages for a month shall invariably be paid by the 10<sup>th</sup> day of the following month. Delay in paying of remuneration would attract penalty of Rs 300 per day of delay for each such payment delayed from the Bill of the Contractor. Condonation of delay up to 3 days would be at the discretion of the concerned Officer for whom Attendant is hired.
- 2.14. The bids shall be invited on Agency Commission in percentage under the least cost selection method (LCS) provided that minimum agency commission shall be 3.85% of the sum of total wages as in 2.13.2 above plus Employers' Contribution as mentioned in 2.13.4 above. Offer of Bidders quoting agency commission lower than 3.85% shall be summarily rejected.
- 2.15. **Units for contracting/ tendering/ contract management shall be as under:** Rate Contracts shall be entered into by Stores department/ MCF, Raebareli.
- 2.16. **Operation of Rate Contract:** The indent for engagement of Attendants against the rate contract, for a particular department, shall be placed by the Officer nominated by the PHOD concerned. The officer nominated shall normally be a JAG officer. The nominated officer will send the indent to Dy. CPO who will issue orders to contractor for providing the TADK.

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**2.17. Indicative Salient Special Conditions of Contract:**

2.17.1. Draft indicative salient special conditions of contract including minimum eligibility criteria are attached as **Annexure-2** for adoption and incorporation in bidding documents.

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Annexure – 1

APPLICATION FOR ENGAGEMENT OF ATTENDANT IN LIEU OF TADK

1. Name of the Officer :
2. Designation :
3. Department :
4. Grade of the post : HAG+/HAG/SAG/SG/JAG/JAG(adhoc)
5. Date of joining in MCF/RBL :
6. Office Order No. :
7. Date of retirement :
8. Details of present TADK, if any engaged :
  - (a) Name :
  - (b) Employee No. :
  - (c) Date since engaged :
  - (d) Screened/Un-screened :

I, \_\_\_\_\_ request for engagement of an Attendant with me in lieu of TADK. I declare that I have made all out efforts to find a suitable Substitute/TADK or Level-I staff for engagement as TADK. However, I could not find any suitable person for engagement as TADK.

Date:

(Signature of the Officer)

PHOD

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**Annexure-2**  
**Indicative Salient Special Conditions of Contract**

1. **Name of work:** Rate Contract for hiring of Attendant in Lieu of TADK.
2. This tender is for concluding Rate Contracts (RC). The finalized Rate Contracts shall have the rate and terms & conditions of outsourcing without any commitment regarding the number of Attendants to be hired from the finalized RCs. The RCs may be concluded with multiple service providers either at the time of concluding this tender/procurement or at any later date during currency of rate contract at the discretion of Railway.
3. The approximate number of Attendants to be provided is only indicative and is likely to change substantially.
4. It is expressly understood and agreed that there is no commitment of Railway for placement of any orders for any number of Attendants or for any duration, whatsoever, for hiring of Attendants against the Rate Contracts.
5. The placement of orders shall be solely on the discretion of the order placement authority. No representation on any account in this connection shall be entertained.
6. This contract will be governed by all the terms and conditions specified in the tender documents. 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.
7. The contract shall be operated by nominated Officers. Orders for requirement of Attendants will be placed on the agency by the nominated Officer.
8. **Currency of Rate Contract** - The Rate Contracts shall be valid for two years, which may be extended for one more year with mutual consent.
9. **Qualification and Suitability of Attendant to be deployed:**
  - 9.1. Minimum age - 18 years.
  - 9.2. When the person engaged as Attendant attains the age of 60 years, she/he shall be discharged from the contractual engagement.
  - 9.3. Minimum qualification – High School pass or equivalent.
  - 9.4. Must possess at his own cost a live and working mobile phone connection.
  - 9.5. Must be of sound mental and physical health.
  - 9.6. Must have no criminal antecedents. The criminal antecedent should be verified with the Police Authority and the certificate to this effect should be furnished by the contracted agency before undertaking the suitability assessment.
  - 9.7. The Contractor shall propose at least three candidates meeting with above criteria along with past experience details including past employer details, if any. Suitability shall be assessed by the Officer with whom the candidate is proposed to be attached and the candidate assessed suitable shall be deployed by the Contractor subject to medical fitness. If none of the candidates is found suitable, additional candidates shall be proposed by the Contractor. The deployment shall start only after the Officer has certified suitability of the candidate.

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- 9.8. On certification of suitability, following documents shall be procured and submitted by contractor to the order placing authority and the Officer, with whom the Attendant is proposed to be attached:
- 9.8.1. Copy of AADHAAR Card.
  - 9.8.2. Copy of No criminal Antecedent report.
  - 9.8.3. Mobile Number and current address.
  - 9.8.4. Copy of educational qualification certificate/ mark-sheet.
  - 9.8.5. A copy of the identity card issued by the Contractor.
  - 9.8.6. The candidate shall only be deployed on production of medical fitness certificate from the Railway Hospital/Railway Health Unit or any other Hospital, as may be specified by the Railways, certifying that the candidate is physically and mentally fit, does not have any chronic illness and meets the minimum visual standard of 6/12 vision in both eyes, with or without glasses For the above purpose, the Officer, with whom the Attendant is proposed to be attached, shall refer the candidate for health checkup. The candidate shall be treated as private person for such health checkup. The cost of the medical checkup shall be borne by the candidate himself/herself.
10. **Working hours of the Attendants-** 12 hours per day in two spells, with suitable break between the spells.
11. **Number of working days and leaves** - Working days shall be 6 days a week. Weekly rest day to be decided by the Officer, with whom the Attendant is attached. The Attendant shall have holiday on National Holidays and shall be entitled to 8 days leave per year on pro-rata basis. Contractor shall communicate the leave details to Officer concerned reasonably in advance Beyond specified leaves, as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made from the bills of the Contractor.
12. **Place of Work:**
- 12.1. Residence of the Officer; or
  - 12.2. Any other place based on requirement of Officer.
13. **Duties of the Attendant** - The nature of duties of the Attendant hired through this rate contract shall be same as erstwhile TADK or as decided by the officer.
14. **Monthly Wages:**
- 14.1. Monthly wage of the Attendant will be fixed at the bottom of Pay Matrix Level-1 (PML) + DA as applicable. DA rates as declared by the Ministry of Railways will be applicable.
  - 14.2. **Wages to be paid-**
    - 14.2.1. Basic: Rs. 18000/- (1)
    - 14.2.2. DA: As applicable (2)
    - 14.2.3. Total wages= (1) + (2) above.
  - 14.3. **Deductions-**
    - 14.3.1 Statutory Employee contribution of PF, ESIC etc. as applicable for basic pay of Rs. 18000/-.
  - 14.4. **Employer Contribution:** Employer contribution shall be governed with relevant statutory provisions applicable such as PF and ESIC.
    - 14.4.1 The wages shall be paid by the contractor and the employer contribution to PF & ESIC etc. shall be deposited with the concerned authorities. The final bill

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for a month and on-account bill for the subsequent month shall be passed and paid only upon preferring Bill with documentary evidence of having made the payment i.e. Wage Sheet (Salary Slip), Bank Statement of Attendant and challans for having deposited the dues with statutory authorities such as PF & ESIC authorities.

14.5. The wages for a month shall invariably be paid to the Attendant by the Contractor latest by the 10th day of the following month. Delay in paying of remuneration to the Attendant would attract penalty of Rs 300 per day of delay for each such payment delayed from the Bill of the Contractor. Condonation of delay up to 3 days would be at the discretion of the concerned Officer for whom Attendant is hired.

15. **Agency Commission:** Minimum agency commission shall be 3.85% of the sum of total wages as in 14.2.3 above plus Employers' Contribution. Offer of Bidders quoting agency commission lower than 3.85% shall be summarily rejected.

16. **Change in Attendant:**

16.1. Contractor shall not be allowed to change Attendant unilaterally. The change due to death or incapacity or any other reasonable ground acceptable to Officer concerned shall be permitted only with prior approval of the Officer, with whom the Attendant is attached. The decision of the Officer concerned in this regard shall be binding on the Contractor.

16.2. Officer, with whom the Attendant is attached, shall be allowed to change the Attendant with prior notice. An upper ceiling of four changes during the currency of contract is fixed, beyond which the approval of concerned PHOD/ CHOD would be necessary.

16.3. When the Officer desires a change, a request shall be made by the Officer through the order placing authority. The Contractor shall propose new candidates at the earliest but not later than 7 days of receipt of such request and shall ensure deployment of replacement Attendant in lieu of the TADK within 15 days of receipt of request. Till the time the replacement is provided, the existing Attendant shall continue to discharge his duties or as decided by the officer. Non provision of replacement, acceptable to Officer, within the specified time frame, shall attract penalty as specified in the contract.

17. **Minimum Eligibility Criteria for Bidders**

17.1. **Work Experience:** The bidder should have satisfactorily completed in the 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.

17.2. **Note:**

17.2.1. Completed service contract includes on-going substantially completed service contracts. A service contract shall be considered to be substantially completed, if payment of 90% of the contract value has been received.

17.2.2. Similar service contract shall mean – *“Supply of manpower for services such as housekeeping, cleaning, gardening, security, MTS, cooking, hospitality etc., to any Central or State Government Department or Public Sector Undertaking or Public Limited Company.”*

17.2.3. Advertised value of bid shall be calculated based on total payment estimated to be made to Contractors during currency of contract including wages/ salary to

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be paid to all the Attendant likely to be deployed, employer contribution, Agency commission and taxes.

17.2.4. Bidders should submit documentary evidence in the form of a performance certificate either issued by Chartered Accountant or from Client, failing which the offer will be summarily rejected.

17.3. The bidder should have an aggregate annual financial turnover not less than 1.5 times the advertised Bid value during the three previous financial years and in the current financial year upto the date of opening of the tender.

17.4. **Note:** Bidders should submit either an Audited balance sheet or certificate issued by Chartered Accountant, failing which the offer will be summarily rejected.

**18. Change in DA and Statutory Variations:**

18.1. Only statutory variation in the duties/ taxes/ change in rate of various Contributions (EPF, ESIC, etc.) and the change in rate of Dearness allowance (DA) shall be considered payable / reimbursable on production of documentary evidence.

18.2. There will be no Price Variation payable other than the above.

**19. Duration of deployment of Attendants:** The services of the Attendant provided by the Contractor shall be concurrent with the duration of Rate Contract or co-terminus with the duration of posting of the concerned Officer to whom the Attendant is attached, whichever is earlier. Provided that the Order placement authority may, at its sole discretion, cancel the order placed at any time, without assigning any reasons, whatsoever, giving 15 days' notice. Further, the Order placing authority may seek services against the cancelled order by placement of order on any other service provider of its choice at its sole discretion.

20. Earnest Money Deposit (EMD) shall Rs. 25,000/-.

21. Security Deposit (SD) shall be Rs. 1,00,000/-.

22. Bidders to indicate the SAC (Services Accounting Code) of the tendered service along with their GST registration number.

**23. Exit Clause**

23.1. Both Railways and the contractor can terminate the contract with 3 months prior notice. However, if the notice is given by the contractor, then the contractor shall have to continue with the service till new arrangement is made by Railways or 3 months period whichever is later.

23.2. If the notice is given by Railways, then contractor will continue to provide service till new contract arrangement is made or three months' period whichever is earlier.

**24. Payment Terms:**

24.1. The Contractor shall submit on or before 3rd of every month on-account bill for 80% of amount of the following components:

24.1.1. Payment of Wages/Salaries to Attendants for the previous month.

24.1.2. Employer contributions towards PF and ESIC for the previous month.

24.1.3. Commission payable.

24.2. The bill shall be submitted to order placing authority, who shall pass the bill by 6th of the month of the receipt of bill after verification.

24.3. Payment shall be made to the Contractor by 8th of the month.

24.4. The Bill for balance 20% payment shall be submitted by the last day of the month, with the following documents:

24.4.1. Salary Slip/Wage Sheet.

24.4.2. Bank Statement of Attendants showing receipt of Wages.

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- 24.4.3. Challan for having deposited employer contribution towards PF and ESIC.  
24.4.4. No Claim Certificate for the month of service.  
24.4.5. Balance 20% shall be paid with the on-account Bill for the subsequent month subject to submission of above documents. It is noted, understood and agreed that no payment shall be made unless the due documents specified under 24.4 have been submitted.

**25. Contractor's Obligations:**

25.1. 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](http://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 /updatation of Portal shall be done as under:

- 25.1.1. Contractor shall apply for one time registration of his company/ firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance (LoA). Railway Representative shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- 25.1.2. Contract 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.
- 25.1.3. The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/ Contract Agreements on shramikkalyan 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.
- 25.1.4. 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 shramikkalyan portal on monthly basis.
- 25.1.5. 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.
- 25.2. The Contractor shall neither assign its rights or obligations under this Contract, in whole or in part, nor enter into any sub-contract to perform any portion of this Contract, without the written consent of the Railway. The Contractor shall be responsible and liable to deliver the services as per the contract.
- 25.3. The Contractor shall be required to keep the Railway updated about the change of address, Change of the Management etc. from time to time.
- 25.4. The Attendant provided by the Contractor shall not be deemed employees of the Railway department hence the compliance of the applicable acts/ Labour laws as per extant instruction will be the sole responsibility of the Contractor. The hiring of Attendant through the Contractor shall not confer any right of employment in Railway upon the outsourced person directly or indirectly.

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- 25.5. The persons deployed by the Contractor shall neither claim nor shall be entitled to any pay, perks or any other facilities admissible to regular/ confirmed railway employees during the currency as well as after expiry of the Contract/Agreement.
- 25.6. No medical facilities or reimbursement or any sort of medical claims or overtime or any other reimbursement or payment in respect of Attendants provided by the Contractor will be entertained by the Railway.
- 25.7. All deployed Attendants shall wear Identity Card provided by the Contractor.
- 25.8. The Contractor shall be responsible for any act of indiscipline on the part of the persons deployed.
- 25.9. The Contractor shall ensure complete compliance (in respect of the personnel/Attendants provided to Railway) of all the prevailing provisions of all Labour laws, Rules and Regulations and guidelines of Government of India, as amended from time to time, 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/regulations made there under from time to time. The Contractor shall undertake to indemnify Railway from any cost or liability it may incur on account of such non-compliance, if any.
- 25.10. The Contractor 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 Contractor to adhere to any statutory requirement, or to follow such rules, regulations, guidelines and procedures, as may be required under any statute or directive.
- 25.11. The Contractor shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Contract/Agreement are valid during the entire period of the Contract/Agreement; failing which the Railway can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Contractor to the Railway on demand.
- 25.12. The Railway shall not be responsible for any financial loss or any injury to any person deployed by the Contractor while performing their functions/duties, or for payment towards any compensation on any account, whatsoever.
- 25.13. The Contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Railway shall, in no way be responsible for settlement of such issues whatsoever.
- 25.14. The Contractor shall maintain all statutory records under the Law and shall produce the same, on demand, to the Railway department or any other authority under Law.
- 25.15. The Contractor shall make actual disbursement of wages/ salary to the workers through Bank accounts. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Contractor. However, in no circumstances the actual disbursement shall be less than the amount worked out in accordance with this Contract. Contractor shall, on demand, furnish statement of amount paid for the

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month to the Attendants deployed along with Transaction Details and Bank account from which the payment has been made. Contractor shall furnish copy of bank statement in support of amount paid as and when required by Railway.

25.16. The Contractor shall also deposit EPF and ESI of both employer and employee share by 15th day of the month of payment of wages. The Contractor shall submit to the Railway, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return, if any, before the EPF and ESI authorities.

25.17. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Contractor and the Railway shall not entertain any claims whatsoever with respect to the same.

25.18. 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.

25.19. GST as applicable shall be paid by the Railway as per prevailing law on submission of Tax invoice as per provisions of GST Act. The Contractor 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 the Contractor shall be indemnified by the Contractor.

25.20. The Contractor at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Railway.

25.21. Deduction/Penalty can be imposed by the Railway for the following:

<b>Description</b>	<b>Deduction/Penalty</b>
Non-deployment of Attendant or delay in deployment beyond 15 days of the approval of the date of Joining advised.	Rs. 1000/- per day beyond 15 days shall be deducted from the bill from each Attendant delayed for joining, subject to a maximum of Rs. 10,000/-
Delay in payments of take-home remuneration by the Contractor and deposit of EPF and ESI (both employee and employer share)	Rs. 300/- per day of delay.

26. **Undertaking:** The contractor shall furnish an undertaking along with his bid as follows:

26.1. The Contractor undertakes that he/she/it shall not indulge in any unethical practices and acknowledges that any non-compliance of any provision of the contract will be treated as a material breach of the Contract, in which case the Railway shall have the right to take appropriate independent actions as per General Conditions of the Contract including termination of the contract and other legal actions.

26.2. For determining unethical practice, the decision of the concerned Officer, for whom the Attendant is hired, will be final.

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21/11/23

Annexure-3

Certificate for Medical Fitness

I have examined Mr./Ms./Mrs. \_\_\_\_\_ and after examination and perusal of test reports, hereby certify that he/ she is medically fit for consideration to be deployed as Attendant in lieu of TADK. He/ She does not suffer from any serious illness or ailment.

Signature

Name and Stamp of certifying Doctor

Date: \_\_\_\_\_

Place: \_\_\_\_\_

21/09.23