

GUIDELINES AND CONDITIONS FOR PARCEL HANDLING CONTRACT

1. The Railways carry parcels, luggage and other articles in trains, for the convenience of the esteemed customers. Handling of parcels, luggage and other items in Railway station is an important work since these are to be loaded into the train and unloaded from trains within the allowed time of stoppage without giving room for any complaint. This work has to be carried out without causing any hindrance to the movement of passengers. Moreover, these articles are to be properly secured and preserved till these are handed over to its original owners. Therefore, the Railway administration expects the successful Agency who carries out this work to perform at a very high standard.
✓ The Agency should not deal with the parties directly and sign or prepare any document on behalf of the parties. Any deviation in this aspect will be viewed seriously and a sum of Rs 10,000 will be imposed as penalty for the first violation and recurrence of the same will lead to the termination of the contract after serving a notice.

2. Payment of Handling Charges:

Payment will be made based on the actual weight handled basis in the case of hard parcels, perishables in bkt/bags & luggages. In case of animals, birds in cages, two wheelers, three wheelers/auto rickshaws, four wheelers/motor cars, tractors, bicycles, tricycles, perambulators and rickshaws the payment will be based on the rate quoted by the agency/contractor per unit.

Tenderer is required to quote rate for each commodity per unit. Eventhough there was no traffic of certain commodities, existed at the particular station rate for such commodities should also be quoted in the Tender Form.

Handling charges will be paid on the actual weight handled at the station, irrespective of the number of handling and the distance from the booking/transshipment point to loading point or unloading point to delivery point. The process of handling includes moving of the parcels for weighing, sorting, moving from one place to another, stacking, securing, loading, unloading and any additional work related to loading/unloading.

3. Nature of work:

The nature of the work which the Agency has to do at the Railway station and premises of the Railway station is generally as follows:

I. OUTWARDS

The work shall commence from the time the customer presents his parcels/luggage at the outward Parcel Office for booking.

The Agency shall ensure that

- a) *the packages after acceptance for booking are sorted out destination-wise and weighed correctly under the supervision of the Railway staff.*
- b) *the booked parcels are moved to the loading points on the concerned platform in advance and stacked neatly without hindering the movement of passengers.*
- c) *the parcels are kept ready in position for loading where the Brake Van/VPU/SLR, normally placed for loading.*
- d) *the parcels are not exposed to sun or rain which may cause damage to the parcels and sufficient number of tarpaulins are provided for covering parcels.*
- e) *parcels loaded into the train as per the instructions of the Parcel Clerk within the time allowed.*
- f) *all parcels brought to the Parcel Office by Out Agency/City Booking Agency are sorted and checked with the PWBs under the Supervision of the Parcel Clerk and then moved to the loading point.*
- g) *the luggage entrusted by passengers for keeping in the Cloak Room are handled to and from the cloak room.*

my
Rly
Contractor

II. PLATFORM/TRANSHIPMENT

For work at platform/transhipment, the agency shall ensure that,

- a) *parcels meant for loading are to be sorted and kept ready for loading before the arrival of trains.*
- b) *on arrival of the trains parcel vans should be opened and parcels unloaded as per the instructions of the Guard and Parcel Clerk. Parcels should not be allowed to be carried/beyond its booked destination.*
- c) *after unloading, the parcels should be sorted out/checked according to PWBs/Marks/LT. / Marks*
- d) *parcels unloaded for transhipment should be sorted out, destination/direction-wise, moved to the locations and kept ready for further loading by the trains concerned.*
- e) *All parcels on platforms should be covered by tarpaulins or moved to safer places to avoid damages from sun and rain.*
- f) *Parcels received in broken/damaged condition should be repacked properly and dispatched, under the guidance of Railway Officials before handing over them to railway staff.*

- g) *Parcels should be loaded location-wise as per the instructions of Guard/Parcel Clerks without involving extra detention to the train.*
- h) *Adjusting of load in the Brake vans/Parcel vans whenever required so by Railway officials.*

III. INWARDS

Work commences immediately on arraival of train and the agency shall ensure that,

- a) *Parcels booked to that particular station and unloaded on platform should be moved to the Inward Shed.*
- b) *Parcels moved to Inward shed should be stacked originating station-wise/location-wise inside the shed.*
- c) *Inward parcels should be subjected for reweighment as and when required by Railway officials and the parcels should be moved to the weighing scale.*
- d) *Parcels in the shed to be made available to the consignee on demand after delivery.*
- e) *Cloak Room articles should be made available on demand by the owner.*
- f) *Any other work related to parcel handling, as advised by the Railway administration from time to time.*
- g) *parcels destined to the station should be moved to the Inward Parcel Office. Safeguarding of parcels is the responsibility of the Agency until these are moved to the parcel office and entrusted to the Parcel Clerk.*

Tendering Process:

- 4. The tender is to be floated to give opportunity to all those who are capable of doing the work required under this contract and those who are at present engaged in work of similar nature.
- 5. The Tenderers should be requested to quote the least amount at which they can operate. However, the amount quoted should be financially viable for the tenderer. Quoting nominal amount which is likely to affect performance will not be considered.
- 6. The tender form is divided into two parts, Packet – 'A' as the Credential Bid and Packet – 'B' as the financial bid. These two packets should be separately sealed. Packet 'A' will be opened on the date of tender opening, notified in the Tender Notice. All details to be enclosed along with the tender form shall be enclosed along with Packet 'A'. Packet 'B' will be opened on a later date, which will be advised to the tenderers who qualify in the Credential bid under Packet 'A'. Packet 'B' will not be opened if the tenderer does not qualify in the credential bid. The decision of the Railway administration in this matter shall be

binding on the tenderer. The tenderer is requested to be careful in submitting the tender in that the Packet - B - Financial bid is separately sealed. Packet 'A' and Packet 'B' separately sealed duly super scribing 'Packet -A' and 'Packet-B' as the case may be, should be submitted in a single cover super scribed 'Tender for awarding contract to execute the work of handling of parcels/luggage at _____ station'.

7. Parcel/luggage referred in this contract means any article booked by Railways as parcel or luggage and includes items kept in cloak room, disposal cells and any other item that may be specified from time to time by the Railway administration.

GENERAL CONDITIONS OF TENDER

8. (a) The tenderer shall be required to deposit a sum of Rs.50,000/- (Rupees Fifty thousand only) as Earnest Money Deposit (EMD) to keep the offer open till acceptance/rejection thereof as communicated by the Railway Administration or till 120 days from the date of opening of the tenders whichever is earlier, and the Initial Security Deposit of Rs.1,00,000/- (Rupees One lakh only) to keep the offer open till taking up the contract, if accepted. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation on his part after submission of this tender, he/she/they will not go back from his/her/their offer or modify the terms and conditions thereof in a manner not acceptable to the Railway Administration. If the tenderer fails to observe and comply with the said stipulation the aforesaid amounts shall be liable to be forfeited by the Railway. The Railway Administration reserves the right to extend the validity of tender at its discretion.

The Earnest Money Deposit/Initial Security Deposit should be in cash or in the form of money receipt issued by Divisional Cashier, Deposit Receipts, Pay Orders, Demand Drafts. The Security Deposit may be remitted in any of the following methods:

- i. Deposit of cash, in which case this should be paid to Senior Divisional Cashier, (Pay), Southern Railway of the concerned Division.
- ii. Government Securities including State Loan Bonds at 5 percent below the market value.
- iii. Deposits receipts, Pay Orders and Demand Drafts. These forms of Security Deposit could be either of the State Bank of India or of any of the Nationalised Banks.
- iv. Deposits receipts tendered by all Scheduled Banks.
- v. A deposit in the Post Office Savings Bank.

- vi. A deposit in the National Savings Certificate.
 - vii. Twelve year National Defence Certificates.
 - viii. Ten years Defence Deposits.
 - ix. National Defence Bonds and
 - x. Unit Trust Certificates at 5 percent below market value or at the face Value whichever is less (c.f. Para 1801.A)
- b) No interest shall be allowed on the EMD/Initial Security Deposit.
- c) Senior Divisional Cashier, (Pay), Senior Divisional Accounts Officer, as the case may be should be advised in writing by letter/telegram with heading 'TENDER FOR AWARDED CONTRACT TO EXECUTE THE WORK OF HANDLING OF PARCELS/LUGGAGE AT _____ RAILWAY STATION.'
- d) Tender will not be considered unless the earnest money deposit and the initial security deposit have been deposited.
- e) Separate tender should be submitted for the handling contract for each of the station.
9. Each tender must be accompanied by the following:
- i) Cash receipt(s) obtained for remittance of Earnest Money Deposit/Initial Security Deposit or the EMD/Initial Security Deposit in any of the method mentioned in Para 8(a) above.
 - ii) An attested copy of PAN card (containing the PAN Number) issued by Income Tax Department.
 - iii) An attested copy of the certificate of registration issued by the Registrar of Co-Operative Societies or other authorised officer and a true copy of the bye-laws of the Group/Co-Operative Society (in the case of Group/Co-Operative Societies).
 - iv) Partnership deed with credentials of all the partners in the case of partnership firms
 - v) Articles of Association and credentials of directors in the case of Companies Registered under Companies Act 1956.
 - vi) Proof of previous experience
- 10(i) Incomplete Tenders and tenders submitted without properly and fully complying with tender requirements will be disqualified and will not be considered.

- ii) Should a tenderer, whose tender has been accepted, decline or fail to execute an agreement and take up the contract within fourteen days from the date of acceptance of the tender or within the date specified in the letter of advice awarding the contract, his Earnest Money Deposit and Initial Security Deposit mentioned in Para 8(a) and (b) above will be forfeited and taken over by the Railway Administration as part of ascertained liquidated damages.

- ✓ 11. The Successful tenderer shall deposit 50% of the annual contract amount worked out at the rate tendered by him based on the volume of traffic prevailing at that station subject to a minimum of Rs.1,00,000/- (Rupees One lakh only) for due fulfillment of the terms and conditions of this contract as Security Deposit or the amount so fixed by the competent authority whichever is higher.

✓ The EMD and Initial Security Deposit of the successful tenderer, remitted in cash/DD, will be adjusted towards Security Deposit while finalising the agreement. The Earnest Money Deposit/Initial Security Deposit paid by the unsuccessful tenderers will be refunded. The Security Deposit shall be in cash or in such other form as clearly indicated in the Clause No.7. No interest shall be payable by the Railway Administration on the Security Deposit. The Successful tenderer shall be liable to forgo the whole or any part of the Security Deposit in the circumstances hereinafter provided in clause 12 without prejudice to any other remedy or rights the Railway Administration may have against the Successful tenderer. The Successful tenderer further agrees that the Railway Administration shall be entitled to recover any loss or damage the Railway Administration may suffer financially by reason of failure of the Successful tenderer to observe and fulfil any terms and conditions of the contract or any amount as may become due to the Railway Administration, and the Successful tenderer shall forthwith pay the same. In the event of any such deduction being made from the Security Deposit the Successful tenderer shall forthwith make good the deficiency in the amount of Security Deposit on being notified failing which the Railway Administration may at its option have the Security Deposit replenished from the bills payable to the Successful tenderer. The amount of security deposit shall be returned/refunded six months after the successful completion of contract, on demand.

- ✓ 12. In the event of unsatisfactory services or any failure at any time on the part of the Successful tenderer to carry out the terms and provisions of this contract to the entire satisfaction of the Railway Administration (which shall be the sole judge and whose decision shall be final) it shall be open to the Railway Administration to make any arrangements it may deem necessary and to forthwith terminate this agreement without

(14)

any previous notice to the Successful tenderer. In the event of such termination of the agreement the Railway Administration shall be entitled (i) to forfeit the Security Deposit as it may consider fit, and (ii) to recover from the Successful tenderer the extra expenditure incurred by the Railway Administration to get the work done as a sequel to the cancellation of the contract. The certificate of the concerned officer of Railway Administration as to the sum payable to the Successful tenderer if the work in question had been carried out by the Successful tenderer under the terms of the contract, shall be final and binding on the Successful tenderer. If the extra expenditure is more than the Security Deposit proposed to be forfeited the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from any pending bills of the Successful tenderer or from moneys then due to the Successful tenderer by the Railway Administration under this or other contracts or otherwise. The successful tenderer shall have no claim whatsoever against the Railway Administration in consequence of the termination of the contract as stated above.

13. DEATH OF A CONTRACTOR.

The contractor shall not vitiate or affect by the cause of death, resignation, addition or otherwise for or to the Successful tenderer/Partners constituting the Successful tenderer's firm but the Successful tenderer's heir or partners of the firm for the time being shall be allowed by the Administration for the remaining period if any, subject to the decision of the competent authority based on satisfactory performance so for.

14. SUBLETTING NOT ALLOWED

The Successful tenderer shall not sublet or otherwise assign or transfer the whole or any part of this contract.

15. INCOME IS LIABLE TO INCOME TAX.

The Successful tenderer shall agree for the deduction of Income Tax at source from the money payable to him on the bills for the work done at 2% (two percent) of the gross amount payable on such bills in accordance with the provisions of Income Tax Act 1961 introduced by the Finance Act 1972 or at any other rate as may be prescribed from time to time by statutory modification of the said Act.

16. SALES TAX IS LIABLE TO DEDUCTION AT SOURCE.

The Successful tenderer shall agree for the deduction of Sales Tax at source from the money payable to him or the bills for the work at 2% (two percent) of the gross amount payable on such bills in accordance with Sec. 7.F of the TNGST Act and Sec.7 of the KGST Act or at any other rate as may be prescribed from time to time by statutory modification of the said Acts.

17. The Railway reserves to itself the right to reject all or any of the tenders without assigning reason and is not bound to accept the lowest.

18. Notwithstanding any of the conditions mentioned herein, the Railway Administration reserves the right to terminate the Successful tenderer giving one month's written notice to the Successful tenderer at the address as available in the Railway records.

SPECIAL CONDITIONS:

19. The tenderer is required to furnish particulars along with his tender regarding;

a) His/Her/their position as an Independent contractor/Self employed person.

b) His/her/their capacity to undertake and carry out the work satisfactorily as vouched by a responsible official.

c) His/her/their previous experience with reputed firms in executing works similar to the work contemplated in this tender, in proof of which original certificate or testimonials may be produced and their genuineness verified if need be, including any reference to their signatures thereof.

d) The tenderer should enclose attested copies of proof in support of his/her/their previous experience referred above. Attestation should be done by a Gazetted Officer. Proof of annual turn over with each firm, enclosing copy of payment details, is required for this purpose.

e) His/her/their ability to supervise the work personally or through competent and duly authorized agent.

f) His/her/their financial status.

- 20(i) The contract will be valid for a period of three years from the date of taking over of the work from the Railways by the successful tenderer, unless otherwise notified by the Railway Administration to the contrary.
- ii) If the station governed by the Tender be permanently closed for traffic by Railway Administration, the contract shall IPSO FACTO CEASE and terminate on the date on which the transshipment and handling of parcels is stopped. If the handling of parcels governed by this contract be temporarily stopped by Railway Administration owing to strike, lockout or for any other reason which may appear to the Railway Administration in its sole discretion sufficient, no penalty or compensation shall be payable to the Successful tenderer for labour forced to remain idle during the period of temporary stoppage.
- iii) (a) The Successful tenderer shall provide on all days and at all times as and when required sufficient number of able bodies/adult labourers to perform the work under this contract as specified by the Officials of the Railway Administration and also avoid detentions to trains. The Successful tenderer shall produce the list of labourers deployed for this work to the Station Manager/Chief Parcel Supervisor. The Successful tenderer shall arrange on demand by the Station Manager/Chief Parcel Supervisor on duty for such additional number of labourers as the Station Manager/Chief Parcel Supervisor or any other authorized Railway Official may require, if at any time it shall appear to the Station Manager/Chief Parcel Supervisor/any other authorized Railway Officials that the number of labourers present is insufficient for the work to be performed efficiently.
- (b) The successful tenderer should engage a minimum number of labourers as stipulated by the Railway administration from time to time, for effective functioning.
- (c) The successful tenderer should collect identity cards for all his labourers from the office of Divisional Railway Manager (Commercial) duly producing police verification certificate issued by local police authorities and medical certificates issued by local Railway Doctor.
- (d) The Successful tenderer shall provide at his own cost all his labourers and his employees with necessary tools, instruments and equipments such as trolleys, loading boards and suitable planks, forklifts etc. for the effective and efficient discharge of the work contemplated under this contract. However, hooks shall not be used to lift parcel/luggage.
- (e) The successful tenderer must supply sufficient number of battery-operated trolleys at station as advised by the Railway administration from time to time.

iv) The Successful tenderer shall not employ any labourer below the age of 15 years. The Successful tenderer shall agree to indemnify the Railway Administration from and against any or all claim and penalties which may be suffered by the Railway Administration by reason of any default on the part of the Successful tenderer in observance and performance of the provisions of the Employment of Children Act XXVI of 1938 or any enactment or modification of the same.

v) The Successful tenderer shall not employ a person above 15 years and below 19 years of age for the purpose of execution of the work under this contract unless a Medical Certificate of fitness in the prescribed form appended hereunder granted to him by a Certifying Surgeon certifying that he is fit to work as an employee is obtained and kept in the custody of the Successful tenderer or a person nominated by him, in this behalf and the person carries with him, while at work, a token giving reference to such certificate. The responsibility for having the adolescent examined at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Successful tenderer and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from this adolescent or his parent for such medical examination.

A certificate of fitness granted or renewed for the above said purpose shall be valid only for a period of one year at a time. The certifying Surgeon shall revoke a certificate granted for renewal if in his opinion the holder of it is no longer fit to work in the time capacity stated therein. Whereas certifying surgeon refuses to grant or renew a certificate or revokes a certificate he shall if so required by the person concerned, state his reason in writing for doing so. Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group of 15 - 19 years if without a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Successful tenderer, or on the person nominated by him in this regard a notice requiring that such person shall be examined by a certifying Surgeon and such person shall not, if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and it is certified that he has been granted a certificate of fitness or a fresh certificate of fitness as the case may be.

vi) The Railway Administration is at liberty to exclude from the purview of this contract any of the services or the handling of such parcels as in their discretion may be found necessary to be so excluded from time to time.

- vii) The Railway administration reserves the right to do the parcel handling work in whole or in part thereof with their labourers and the successful tenderer shall not claim that entire parcel handling work should be entrusted to him.
- viii) The Railway administration is at liberty to extend the period of this contract if it so desired for such further period as it may deem necessary at its sole discretion and in such an event, the successful tenderer agrees to continue the contract for such period as decided upon by the Railway Administration with the same rates and conditions.

EXAMINATION

Only qualified medical practitioners can be appointed as 'Certifying surgeon' and the term 'Qualified Medical Practitioners' means a person holding a qualification granted by an authority specified in the schedule to the Indian Medical Degrees Act 1916 (VII of 1916) or in the schedules to the Indian Medical Council Act 1933 (XXVII of 1933).

FORM OF CERTIFICATE OF FITNESS.

- 1. Serial Number:
- 2. Date:
- 3. Name of person examined:
- 4. Father's name:
- 4. Sex:
- 5. Residence:
- 6. Date of birth, if available and/or certified age

Who is desirous of being employed in a factory or on any work requiring manual labour and that his/her age as nearly as can be ascertained. My examination is years and that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

- 7. Physical fitness:
- 8. Identification Marks: His/her identification marks are
.....
.....
.....
.....
.....

- a) Refusal to grant certificate: or
- b) Revoking the certificate:

I certify that I have personally examined (name)-----
----- Son/Daughter of
..... Residing at

Signature or left hand thumb
impression of the person examined:

Initials of certifying
surgeon

Signature of certifying
surgeon

NOTE: In case of Physical disability, the details of cause of physical disability should be clearly stated.

21. The labourers employed by the successful tenderer shall work under the supervision of the station Manager/Chief Parcel Supervisor of the Railway Administration just as Railway Porters and shall not be permitted to apply for any rights as Licensed Porters. The successful tenderer shall also make such arrangements for the supervision and inspection of all transshipment and handling operations and shall ensure efficient work. The successful tenderer or his authorised agent shall be available at the station during the hours of working for being contacted by the Railway staff as and when required for the discharge of the duties under the contract. The working hours of Railway is from 00.00 hrs to 24.00 hrs. The officials of the Railway Administration will be entitled to supervise, inspect and direct the work of labour supplied by the successful tenderer.
- 22.(i) The Successful tenderer shall not take part in the auction of any unconnected or unclaimed parcels at the station. The successful tenderer shall also forbid and take all possible steps within his powers to prevent all labourers and other persons employed by him from taking part in such auctions. The Successful tenderer shall be responsible for compliance with this provision and any case of non-compliance in this regard will entitle the Administration to deem this as failure or breach of contract and take action according to the terms and conditions of contract.
- (ii) In the case of contracts held by Co-Operative Societies of actual workers the Society shall ensure that there shall be no element of private contractor or ex-contractors in the Society in any capacity nor shall there be any close relative of the Contractor or ex-contractor associating with the Society as an office bearer or in any capacity. None of the contractors, ex-contractors or middle men money lenders or others including close relatives of contractors or ex contractors

should be enrolled as or become member of the Society and any such person/persons shall not be employed by the Society in any capacity whatsoever. The society should furnish sworn affidavit on non-judicial stamp paper of requisite value to this effect being taking up the contract.

- (iii) In the event of failure on the part of the Successful tenderer to comply with the stipulation it shall be lawful for the Railway Administration to terminate the contract on one month's notice without assigning any reason and without being liable for any loss or damage the Society may suffer on account of such termination.

- 23(i) Any other handling work not mentioned in the list of parcels/luggage for handling not specified in the schedules may also be required to be performed by the successful tenderer at rates to be mutually agreed upon by the Railway Administration and the Successful tenderer.

- (ii) The weight of the parcels/luggages handled shall be reckoned on each day by reference to relative PWBs and in their absence according to the method of actual weight or any other handling operation.

- (iii) In the event of increase in volume of traffic, the successful tenderer shall provide additional number of labourers that may require to complete the work contemplated in this contract within the time as may be decided by the Railway Administration.

- 24. (I) The quantum of traffic likely to be handled by the successful tenderer is only approximate; the Railway Administration does not guarantee any minimum/fixed volume of traffic. The quantum of traffic may vary (increase or decrease) according to traffic fluctuations depending on various circumstances. The Successful tenderer shall make such arrangements as are necessary to deal with all the traffic as is received and made available for handling including any increased traffic. No compensation or additional remuneration other than those specifically provided for in this agreement shall be payable to the Successful tenderer in such circumstances. Also no penalty or compensation shall be paid to the Successful tenderer for labour forced to remain idle. The Railway Administration shall endeavor to advise wherever possible increase or fall in the quantum of traffic anticipated. But any failure on the part of the Railway Administration to give any such advice shall not confer upon him any right for a penalty or compensation.

- (II) The Railway Administration cannot fix any minimum quantity for loading/unloading and the successful tenderer shall not claim any compensation whatsoever on the plea that loading/unloading work

entrusted to him is insufficient and/or no work is entrusted on any day/days either continuously or intermittently.

(III) The Railway Administration reserves itself the right of operating the trains carrying parcels/luggages and/or increase/curtail the frequency of such train services. It may also introduce stoppage of trains at ----- or may delete stopping of trains at ----- . Eitherway the Railways will not be liable for payment of compensation whatsoever to the contractor.

25. The Successful tenderer shall provide his own equipments either mechanical or manual for handling parcels in the station premises and maintain them at his/her/their cost. The successful tenderer shall supply battery operated trolleys for movement of parcels.

26. The Successful tenderer shall indemnify and compensate the Railway Administration against any loss, destruction, damage or deterioration of parcels/luggage or any delay in the delivery of parcels/luggage for whatever reason or pilferage there from caused by his labour/employees, also by the carelessness, neglect or misconduct of the labourers/employees in his employment and shall pay all claims met and litigation expense, if any, incurred by the Railway Administration.

27. Responsibility of the successful tenderer for loss/damage etc. to parcels/luggage.

(i) Trains will be stopped for loading, unloading, transshipment or for other handling on one or more platforms. The successful tenderer shall load, unload, and transship otherwise within the allowed time. In the event of failure of the Successful tenderer to complete loading, unloading, transshipment or otherwise handling of parcels within the allowed time to the entire satisfaction of the Railway Administration (which shall be the sole judge and whose decision shall be final), the Successful tenderer will render himself liable to action under Clause 40 thereof.

(ii) The Successful tenderer shall be responsible for any delay caused to trains due to insufficiency of labourers and/or other persons employed by him or by neglect, carelessness, incompetence or dishonesty of labourers or other persons employed by him or for any other cause whatsoever and in that event (in addition to action under Sub-Clause (1). Penalty will be imposed at the discretion of the Railway Administration to the extent of the value of the parcel or Rs. 2,000/- whichever is higher.

28. **RECOVERY (FROM SUCCESSFUL TENDERER) OF COST OF MAKING ARRANGEMENTS IN CASE OF FAILURE TO SUPPLY LABOUR.**

In the event of the Successful tenderer's labourers going on strike which would include what is understood as a Stay in strike or if there is suspension of work due to the non-availability of labour or any other cause or if there is any failure on the part of the Successful tenderer to do any works, either in full or part, as stipulated in the contract, the Railway Administration will be at liberty to carry out the work under this Agreement by any other agency or by employing labour directly for the work, and all expenses incurred on the account shall be at the sole risk and responsibility of the Successful tenderer and shall be recovered from any money due to the Successful tenderer or from his security deposit.

29. **CLAIMS UNDER WORKMEN'S COMPENSATION ACT 1923.**

The Successful tenderer shall at all times indemnify the Railway Administration against all claims which may be made under the workmen's compensation Act 1923 or any Statutory modifications therefore otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any labourer or person in his employment and engaged in the performance of work under this contract and shall take all risks of accidents or damages, which may cause any failure of the performance of the contract arising out of such accident of such labourer or servant, and shall be responsible for the sufficiency of all means used by him for the fulfillment of the contract.

30. **PROVISION OF CONTRACT LABOUR REGULATIONS AND ABOLITION ACT 1970.**

- a) The Successful tenderer shall comply with the provisions of the contract labour (Regulation & Abolition) Act, 1970 and the contract labour (Regulation & Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- b) The Successful tenderer shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

- c) The Successful tenderer shall pay to labour employed by him the wages as per provisions of the aforesaid Act and the rules wherever applicable.
 - d) In respect of all labour employed in the work for performance of the Successful tenderer's part of the contract, the successful tenderer shall comply with or cause to be complied with the provisions of the aforesaid Act and the rules wherever applicable.
 - e) In every case in which by virtue of the provisions of the aforesaid Act or the Rules, the Railway Administration is obliged to pay any amount of wages to a workman employed by the Successful tenderer 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 contingent liability of the Railway due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act of the rules, the Railway will recover from the Successful tenderer, the amount of wages so paid or the amount of expenditure so incurred, without prejudice to the rights of the Railway under Section 20, Sub-Section (2) 2nd section 21, Sub-Section (4) of the 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 Successful tenderer and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claims. The decision of the Railway regarding the amount actually recoverable from the Successful tenderer as stated above, shall be final and binding on the Successful tenderer.
 - f) The Successful tenderer shall not claim regular employment under the Railway at any stage.
 - g) The Successful tenderer shall indemnify the Railway Administration against any or all attempts of any of his staff or erst-while staff seeking an employment in the Railways.
31. The Successful tenderer shall pay not less than the fair wage to the labourers engaged by him on the work the fair wage being the wage, including the allowances, notified at the time of inviting tenders or from time to time by the competent authority for the work and where not notified the wages paid for similar work in the neighbourhood. The labour wages and allowances shall not be less than those prescribed by any provincial law etc , If applicable to contract labour engaged on

Railways in the locality in which the labour works. The Successful tenderer shall keep a proper record of such payments etc. and submit a certificate every month to the Railway Administration of this having done so.

If the Railway Administration at any time consider the mode adopted by the Successful tenderer of paying his workmen objectionable they shall have the power of requiring a change of system within one week from the date of a notice in writing to that effect and in case of non-compliance with such notice, all payments to the Successful tenderer shall be withheld during such non-compliance.

A notice showing the rates of wages to be paid to workers shall be published by the Successful tenderer and exhibited prominently near the place of work and should be made easily accessible to all workers.

32. COMPLIANCE OF PAYMENT OF WAGES ACT 1936.

The Successful tenderer shall be responsible for compliance with the provisions of the payment of wages Act 1936 or any statutory modifications thereof and the rules made there under in respect of the staff employed by him and shall keep the Railway Administration indemnified against all loss, damage or claims arising directly or indirectly through any failure or omission to comply with the requirements of the said Act.

33. PROHIBITION AGAINST TAKING OF THE WORK BY RAILWAY SERVANTS.

No person who had retired within two years as a Gazetted Officer in executive or administrative duties in any Department of the Railway should be a tenderer. The Successful tenderer shall under no circumstances employ any person previously in the employment of the Railway Administration for carrying out this contract and further shall not employ any person previously in the employment of the Railway Administration without express sanction in writing of the Railway Administration. The contract is liable for cancellation if the Successful tenderer himself or any of his employees is found to be a person to whom this will apply and he had not obtained the necessary permission of the competent authority

34. HOURS OF EMPLOYMENT REGULATIONS.

The successful tenderer shall be responsible for compliance with the provisions of the Hours of Employment Regulations in respect of the

staff employed by him in the manner decided upon by the appropriate authority.

35. PROVISION OF REST CENTRE.

The Successful tenderer shall provide Rest Centre wherever necessary in accordance with the provisions of the Contract Labour (Regulation and Abolition) Central Rules, 1971. Where however the rest centre is provided by the Railway Administration, the Successful tenderer shall pay reasonable amount per month as the Railway Administration may fix as rent and as contributed for the maintenance, upkeep and sanitation of the Rest Centre.

36. MEDICAL AID OF LABOURERS.

The Successful tenderer shall pay such reasonable amount as the Railway Administration may fix towards the treatment, of any of labourers at Railway Dispensaries and providing of such treatment shall be at the sole discretion of the Railway Administration.

37. No labourer shall be unfairly treated or removed from work except for valid reasons. Any Railway Officer in the rank of Senior scale and nominated by the General Manager will be competent to deal with and adjudicate on any complaint in this respect and his decision will be final and binding on the successful tenderer and outside the purview of the Arbitration clause. *above*

The labourers engaged in the handling of parcels/luggage under the terms of this agreement are to be deemed as employed by the Successful tenderer for all purposes of the Industrial Disputes Act 1947 or other enactments that may be applicable should necessity arises.

38. The Successful tenderer shall comply with all the laws, regulations and rules for the benefit of labour that are in force or may come into force and the contractor shall indemnify and keep the Railway Administration indemnified against all loss, damage, claims and costs arising in any manner whatsoever out of or through or as a result of any failure or omission on the part of the Successful tenderer to comply with any such laws, regulations and/or rules.

39. The Administration shall not be responsible for providing sleeping accommodation or cooking facilities for the labourers of the Successful tenderer. At the discretion of the Railway Administration, should conditions permit, the labourers may be permitted to sleep and prepare meals on Railway premises in place indicated to them by the Railway Administration. The Successful tenderer shall be responsible for any risk or consequences such as fire arising there from; such facilities may

be withdrawn at any time by the Railway Administration and shall not be enjoyed as a right. Wives and families of labourers unless where such members are directly engaged in the work contemplated under this contract shall not foregather with them on Railway premises at any time except in so far as one such person may be permitted to bring food to labourers.

40. SUPPLY OF LABOUR IN AN EMERGENCY.

- The Successful tenderer shall give all assistance in his power and employ all available labour when called upon to do so in the case of any emergency such as an accident or a breach of the line or for any other work not provided for in this contract for which work the Railway Administration will pay such charge to the contractor as are considered reasonable by the Railway Administration.
41. The Successful tenderer shall be liable to pay damages upto a sum of Rs. 2,000/- (Rupees two thousand only) at the sole discretion of the Railway Administration for each misconduct on the part of the Successful tenderer or of his agents, servants, or workmen and/or for each failure on the part of the successful tenderer or on the part of his agents, servants or workmen to observe or perform any of the terms and conditions of this contract.
42. The successful tenderer or the labourers employed by him shall not have any direct dealings with the Rail users/customers. The Successful tenderer shall indemnify and keep indemnified the Railway Administration from any claim that may arise and guarantee that he or his servants or workman employed for this contract will not demand or accept any gifts/gratuity fee from any of the esteemed customers of the Railway Administration. In the event of any such action at any time on the part of the successful tenderer or his workman, the Railway Administration reserves the right to terminate the Successful tenderer giving one month's written notice to the Successful tenderer at the address as available in the Railway's records. The employees of the successful tenderer shall behave politely to the railway staff and Rail users. In the event of failure on the part of any of the employees of the successful tender in politely behaving with the Rail users or railway staff, a fine of Rs.2000/- for each such case shall be imposed on the successful tenderer and he shall be liable to pay it failing which the same will be recovered from any money due to him/her/them.
43. The quality of service rendered shall be of high standard and complaint free. The successful tenderer shall function as per the instructions given by the Railway administration through its representatives from time to time.

44. The successful tenderer shall be liable to compensate the Railway Administration for all the damages or losses that may be caused to rolling stock or other property belonging to the administration whether in his possession or not, through the negligence, misconduct, default, or any other act of commission or omission or that of his agents, servants or employees.
45. The successful tenderer shall be responsible for the proper and orderly conduct of the labourers while performing their duties at the Railway premises and shall employ only such persons whose character has been verified by the police and declared to be suitable for employment. He also agrees on demand by any authorised official on behalf of the administration to terminate the service of any labourer/employee considered by the administration as not desirable for such reasons as disobedience, insubordination, dishonesty or otherwise considered unsuitable for employment. Any such labourer /employee whose services are so terminated will not, without previous consent in writing of the Railway administration, be re-employed by the contractor.
46. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the successful tenderer to any officer, or employees of the Railway or to any person in relation to the obtaining or the execution of this or any other contract with the Railway shall, in addition to any criminal liability the successful tenderer may incur, entitle the Railway Administration to rescind this agreement and all other agreements with the successful tenderer.
47. The Railway Administration shall have a right to recover all the amounts due to the Railway administration either from this contract or any other contract in this Division/Railway or Indian Railways, from the amount due to be paid to the successful tenderer.

any railways on

48. **SUBMISSION OF BILLS AND PAYMENT:**

Payment of handling charges under this contract will be made on submission of bills by the successful tenderer. Bills shall be submitted to the Divisional Railway Manager (Commercial) with the counter signature of the representative of Railway Administration. Chief Parcel Supervisor of the station will be the Railway representative unless otherwise specified. Separate monthly Bills are to be submitted for each month. Proforma for submission of bills shall be obtained from the office of the Divisional Railway Manager (Commercial), Southern Railway. While booking Mopeds/Scooters/Motorcycles under parcel/Luggage, the actual weight should be adopted for passing the bills. The handling bills should be prepared in the forms prescribed for

D

(127)

that purpose. The parcel waybill No./Date, station from, via and actual weight of the parcel should be shown in the annexure. The description of the material has to be indicated against each way bill. The bills for the month shall be submitted within the following month and in any case not later than three months from the last day of the month for which bill is claimed. All claims for payment of handling charges must be preferred within 3 months of rendering such services, failing which the contractor will not be entitled to any payment on account thereof, unless it could be proved that the contractor was not at fault for the belated submission of claims. The Railway administration reserves the right to make adjustments in the amounts due to the contractor under this agreement in connection with the consignments for which claims have been received by the Railway administration. Railway administration shall have the right to ask the successful tenderer to change the mode of submission of bills at any time.

In the event of any false claim, fine as deemed fit by the Railway Administration will be imposed and the same will be deducted from any amount payable to the successful tenderer. In the event of such lapses recurring, the contract is liable to be terminated, duly forfeiting the security deposit and any other amount due to the successful tenderer.

49. The Rail users are at liberty to bring their parcels/luggage to the booking point and to take their parcels/luggage from the delivery point, utilizing their men and materials. The successful tenderer shall have no claim over this work.
50. Para 2328 of Commercial Manual Vol.II and procedure Order No.2 of 18.02.91 are to be strictly followed in this regard.
51. Para 2323 of Commercial Manual Vol.II has to be referred to for preparing the bills in the prescribed format.

52. REVIEW OF PERFORMANCE

The performance of the successful tenderer will be reviewed periodically, say, at the end of every six months, to evaluate customer satisfaction, prompt clearance of parcels and complaint free service. If the performance is found not satisfactory, the Railway administration shall have the right to take any action deemed fit against the successful tenderer including termination of contract which shall be binding on the successful tenderer.

53. The successful tenderer shall keep the Railway administration indemnified and completely absolved from any risk, damage or loss

however caused to their property or to their personnel under their employment or otherwise engaged by them and in discharge of their duties connected with this contract. The successful tenderer shall keep the Railway Administration indemnified against any injury, loss, death or any other risk to the Rail users or any other person or their property caused during the execution of the work under this contract.

54. The Railway administration reserves the right to revise the terms and conditions in public interest, duly giving one-month notice in writing.
55. In the event of any difference of opinion or dispute between the Railway Administration and the successful tenderer as to the respective rights and obligations of the parties hereunder or to the true intentions of conditions, such difference of opinion shall be referred to a sole arbitrator appointed by the General Manager, Southern Railway, Chennai and the decision of sole arbitrator shall be binding on both the parties.
56. The successful tenderer shall enter into an agreement on the above lines with the Railway Administration, in a non-judicial stamp paper of value not less than Rs.100/- and the cost of such proceedings shall be borne by the successful tenderer. Until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between the successful tenderer and the Railway Administration subject to modification as may be mutually agreed to as indicated in the letter of acceptance.
