

CENTRAL RAILWAY*Start of Tender Document**Commercial Branch, Solapur***TENDER DOCUMENT**

1. **Tender No.** : No: SUR/C/Soft Skill Trg / 2018 of dated. 06 .04.2018
2. **Name of work** : Contract for imparting “Soft Skill” training to 600 Front Line staff of Solapur Division through non-railway agency.
3. **Last date of uploading :** 10.05.2018 at 15.00 hrs
4. **Date of Opening :** 10.05.2018 at 15.30 hrs.
5. **Approximate Cost :** Rs. 257400/- + 18% GST= Rs. 303732.00/- (Three Lakh three thousand seven hundred and thirty-two only)
6. **Earnest Money :** Rs. 6080.00 (Six thousand eighty rupees only)
7. **Cost of Tender :** Rs. 1000/-
8. **Period of Contract. :** Validity of contract will be upto the completion of training of 600 frontline staff or 180 days from the date of commencement of work whichever is earlier.
9. **Name of Tenderer :** M/s_____.
10. **Offer valid for :** 90 days.
11. **Issued by :** DRM (C)/ SUR

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CENTRAL RAILWAY.

OFFICE OF THE
DIVL.RAILWAY MANAGER,
COMMERCIAL BRANCH,
SOLAPUR.

DATE: 06.04.2018

No: SUR/C/Soft Skill Trg. / 2018**E- TENDER NOTICE**

Sr. Divisional Commercial Manager, Central Railway Solapur for and on behalf of President of India invites tenders from reputed Agencies/ Firms/ Individuals for imparting “Soft Skill” training to 600 Front Line staff of Solapur Division. Online open E-Tenders on Railway e-procurement through website www.ireps.gov.in on prescribed forms.

| S.N | Description | |
|-----|---|--|
| 01 | Tender Notice No | No: SUR/C/Soft Skill Trg./2018 |
| 02 | Name of work/ Scope of work | Contract for imparting “Soft Skill” training to 600 Front Line staff of Solapur Division through non-railway agency. |
| 03 | Approx. Cost of work | Rs. 257400/- + 18% GST= Rs. 303732.00/- (Rupees Three Lakh three thousand seven hundred and thirty-two only) |
| 04 | Period of Contract. | Validity of contract will be till the completion of training of 600 frontline staff or 180 days from the date of commencement of work whichever is earlier. |
| 05 | Cost of Tender Form | Rs. 1000/- (Rupees One Thousand only). To be paid online through e-payment gateway as provided in www.ireps.gov.in.website . |
| 06 | Earnest money (EMD) | Rs. 6080.00. (Rupees six thousand eight only). To be paid on line through e-payment gate way as provided in www.ireps.tender.gov.in |
| 07 | Validity of Offer | 90 days from the date of opening of tender. |
| 08 | Website particulars to down load details of tender. | www.ireps.gov.in . |
| 09 | Last date and Time for Uploading online. | 10.05.2018 up to 15.00 Hrs |
| 10 | Date and time of opening of Tender. | 10.05.2018 at 15.30 Hrs |

All documents to be uploaded only in the Tender website. All information duly filled and signed are to be uploaded online only prior to closing of Tender. Original copy of all the documents to be submitted to office within 7 days whenever demanded by the Railway. Otherwise, Railway reserve rights to Reject / Accept such tender/offer without any reference to the tenderer/tenderer's.

Only online tenders will be accepted. Manual/postal/e-mail, FAX, by hand tenders will not be accepted. Bidders are requested to obtain class III digital Signature certificate with company name and register the same with www.ireps.gov.in. Tender document cost & Earnest money (EMD) can be paid online through e-payment gateway as provided in www.ireps.gov.in.website. For further details please visit www.ireps.gov.in.website.

**Sr. Divisional Commercial Manager
Central Railway Solapur**

सोलापुर मंडल



मध्य रेल

मंडल रेल प्रबंधक कार्यालय,

वाणिज्य शाखा, सोलापुर.

संख्या:- सोला/वा./सॉफ्ट स्विच प्रशि0/2018

दिनांक:- 06.04.2018

ई- निविदा सूचना

भारत के राष्ट्रपति के लिए और उनकी ओर से वरिष्ठ मंडल वाणिज्य प्रबंधक, मध्य रेल, सोलापुर द्वारा सोलापुर में निविदा के आधार पर 600 फ्रंट लाइन रेलवे स्टाफ के लिए सॉफ्ट स्विच से संबंधित प्रशिक्षण हेतु प्रतिष्ठित एजेंसियों / फर्मों / व्यक्तियों से निविदा आमंत्रित की जाती है। वेबसाइट www.ireps.gov.in के माध्यम से रेलवे ई-प्रोक्यूरमेंट पर खुली निविदाएं ऑन लाइन ई-टेंडर आमंत्रित की जाती हैं।

| अनु. क्र. | विवरण | विवरण की जानकारी |
|-----------|---|--|
| 01 | निविदा सूचना संख्या:- | संख्या : सोला /वा / सॉफ्ट स्विच प्रशि /2018 |
| 02 | कार्य का नाम / उद्देश्य | सोलापुर डिवीजन के 600 फ्रंटलाइन कर्मचारियों को गैर-रेलवे एजेंसी के माध्यम से "सॉफ्ट स्विच" प्रशिक्षण देने के लिए अनुबंध। |
| 03 | कार्य की अनुमानित लागत रुपये | ` . 257400/- + 18 प्रतिशत GST = ` 303732 /- (तीन लाख तीन हजार सात सौ बत्तीस रुपये। |
| 04 | अनुबंध की अवधि | 600 फ्रंट लाइन रेलवे स्टाफ का प्रशिक्षण या कार्य की प्रारंभ करने की तिथि से 180 दिन तक, उसमें से जो भी पहले हो। |
| 05 | निविदा फार्म की किमत | Rs 1000.00 (रु. एक हजार केवल)(भुगतान www.ireps.gov.in वेबसाइट पर दिए गए ई-पेमेंट गेट वे क माध्यम से ऑन लाइन किया जाये। |
| 06 | बयाना रकम | Rs. 6080 (` . छ: हजार अरसी रुपये केवल) बयाना राशि (ईएमडी) का भुगतान www.ireps.gov.in वेबसाइट पर दिए गए ई-पेमेंट गेट वे क माध्यम से ऑन लाइन किया जा सकता है। |
| 07 | प्रस्ताव की वैधता | निविदा खुलने की तारीख से 90 दिन |
| 08 | वेबसाइट विवरण और निविदा फार्म की पूरी जानकारी | www.ireps.gov.in . |
| 09 | निविदा आनलाईन भरने की अंतिम तिथि एवं समय | 10.05.2018 को दोपहर 15.00 बजे तक. |
| 10 | निविदा खुलने की तिथि एवं समय | 10 .05.2018 को 15.30 बजे. |

सभी दस्तावेज केवल ई-निविदा वेबसाइट में ही अपलोड किए जाए। केवल निविदा बंद होने से पहले ही विधिवत भरी गई और हस्ताक्षरित सभी जानकारी ऑन लाइन अपलोड की जाए। रेल प्रशासन द्वारा जब कभी मांग किए जाने पर सभी दस्तावेजों की मूल प्रतियां 7 दिनों के अन्दर कार्यालय में प्रस्तुत की जानी चाहिए। अन्यथा निविदाकार/निविदाकारों के बिना कोई संदर्भ दिए ऐसे निविदा/प्रस्ताव को अस्वीकार करने / स्वीकार करने का अधिकार रेलवे प्रशासन के पास सुरक्षित है। केवल ऑन लाइन निविदाओं को स्वीकार किया जाएगा। मैन्युअल/डाक/ई-मेल/फैक्स, हाथ से सौंपे गए निविदाओं को स्वीकार नहीं किया जाएगा। बोलीकर्ताओं से अनुरोध है कि कंपनी नाम के साथ क्लास III डिजिटल हस्ताक्षर प्रमाण पत्र प्राप्त किया जाए और उसे www.ireps.gov.in के साथ रजिस्टर किया जाए।

निविदा दस्तावेज कीमत और बयाना राशि (ईएमडी) का भुगतान www.ireps.gov.in वेबसाइट पर दिए गए ई-पेमेंट गेट वे क माध्यम से ऑन लाइन किया जा सकता है।

कृपया अधिक जानकारी के लिए www.ireps.gov.in वेबसाइट देखें।

वरिष्ठ मंडल वाणिज्य प्रबंधक,
मध्य रेल, सोलापुर

| | |
|--|--------------------------|
| | INSTRUCTIONS TO TENDERER |
|--|--------------------------|

Important Notes for intending Tenderer (s)**Instruction for Downloading of tender documents from website & its submission.****No: SUR/C/Soft Skill Trg. /2018**

DATE: 05.04.2018

| | |
|-----|--|
| 1. | Name of work:- Contract for imparting “Soft Skill” training to 600 Front Line staff of Solapur Division through non-railway agency. |
| 2. | The Tenderer must submit the following along with their offer |
| a. | List of Personnel / Organization proposed to be engaged for the subject work. |
| b. | The contractor may use additional page to uploaded details if the space provided in this form is inadequate. Necessary documents in support of the information about the experience will have to be uploaded. |
| c. | Tenderer shall have valid registration with ESI, EPF and, GST if applicable. |
| d. | Tender shall have registration under labour law. |
| e. | Tenderer shall have permanent account number issued by department of income tax. |
| f. | Tenderer should quote his rate and GST amount separately. |
| 3. | Other information |
| 4. | Tenderer should participate only electronically in E-tender through website https:// www.ireps.gov.in . Submission of manual offers against e-tender are not allowed & if any manual offer submitted shall neither be opened nor considered. |
| 5. | Tender documents are non- transferable and cost of Tender Document is not refundable. |
| 6. | Tender document cost & Earnest money (EMD) can be paid online through e-payment gateway as provided in www.ireps.gov.in.website. |
| 7. | The tenderer(s) should upload attach scanned copy of their credential along with their offer |
| 8. | The prospective tenderer are advised to visit website www.ireps.gov.in from time to time before the date of closing of uploading of tender to note any changes/ updates/corrigendum if any. |
| 9. | The tender documents for this work can be obtained from the internet at Central Railway website www.ireps.gov.in & the offers can be given on the same subject to the conditions given below which shall be carefully studied by the intending tender(s) and offers submitted accordingly. |
| 10. | The tender documents shall be carefully downloaded from the website mentioned above and the same shall be printed carefully and arranged as per the index. The tender documents so downloaded shall be complete in all respects, which shall be the sole responsibility of the tenderer(s), and the Railway shall not be liable for any mistakes/loss or corruption of data in downloading and/or printing. The end of tender document has been marked in bold letters as “END OF TENDER DOCUMENT” on a separate page in the uploaded document, which may be checked while downloading the tender documents to ensure that the complete tender document has been downloaded. The tenderer(s) must also compare the document as printed with the document as uploaded on the website. The tenderer(s) shall sign the declaration given |

| | |
|------|--|
| | below at page No. 22 failing which the offer given by him/them shall be summarily rejected. The tenderer will have to upload duly filled & signed tender document on website. |
| 11. | A master copy of the document downloaded from the website mentioned above is kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of tender inviting authority. |
| 12. | The Tenderer(s) or his authorized representative shall sign in original on each page of the downloaded tender document. |
| 13. | Railway Administration may ask for the attested copy of original document of the financial & technical credentials for verification and contractor should submit the original documents within the period of one week, on demand of the same otherwise the offer shall be summarily rejected. |
| 15. | METHOD OF QUOTING OF RATES |
| 15.1 | Tenderer will indicate their rates in the form of % above / at par / % below on overall estimated cost of tender. |
| 16. | NOTE |
| 16.1 | Railways' decision in regard to acceptability of suitability of the offer shall be final. |
| 16.2 | If the tenderer fails to abide by the conditions or fails to submit documents as above, their offer is liable to be summarily rejected. |
| 16.3 | No Counter conditions will be accepted to any of the clauses contained in the Tender Documents. Any clause contrary the Railway's Tender Conditions will be ignored and the offer will be evaluated as though the Firm has accepted all the Railway's Clauses in TOTO. |
| 17 | Rights of Railway to deal with Tenders |
| 17.1 | The Railway reserve the right of, not to invite tenders for any work or works, or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. Further, the authority for the acceptance of the tender will rest. |
| 18 | VALIDITY OF TENDER |
| 18.1 | The tenderer shall hold the offer open for 90 days from the date of opening of the Tender, it is understood that the tender documents have been sold to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Railway. |
| 18. | Should the tenderer fail to observe or comply with the foregoing stipulation the, amount deposited as |

| | |
|----------|---|
| 2 | security for the due performance of the above stipulation shall be forfeited to the Railway. |
| 18. 3 | The Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in Railway's possession nor be liable to pay interest thereon. |
| 18. 4 | Other instruction those as mentioned in tender documents should be followed invariably. |

ELIGIBILITY CRITERIA

The offerer shall either be:

| Sl. No. | Eligibility Criteria | Documentary proof to be submitted by the offerer |
|----------------|---|--|
| 1 | Offerer should be an Indian Citizen and should have completed 18 years of age. | Offerer should submit education certificate with date of birth. |
| 2 | Offerer should have good moral character and should not have any criminal case registered against him. | Police verification certificate from Local police authorities of the area where the offerer is residing. Or If the offerer is a agency / firm they have to submit their registration details along with Police verification of Head of the organisation. |
| 3 | Offerer should not be a Government or Railway employee. | An affidavit to the effect that the offerer is not a Government or a Railway employee. |
| 4 | Offerer should have submitted residential proof. | Certified copy of ration card or any other valid residential proof. |
| 5 | Offerer must have the past experience of execution of similar nature of work i.e. Imparting Soft Skill training to Front Line staff of various organisations. | Certified copy of experience of imparting Soft Skill training and Customer Care to front line staff of various customer oriented companies/ organisations. |
| 6 | EMD 6080.00/- (Rupees Six thousand eighty only) | EMD to be paid online through website https://www.ireps.gov.in |

Date:**Signature of Offerer**

**BID FOR IMPARTING SOFT SKILL TRAINING TO FRONT LINE
STAFF OF SOLAPUR DIVISION.**

To,
Sr Divisional Commercial Manager,
Central Railway, Solapur
From: -

Photo

Full Name: - _____

Postal (Permanent/Present) Address: - _____

_____. Contact No- Mb 1) _____ 2) _____

Sub :- Offer Sheet for imparting "Soft Skill" training to 600 Front Line staff of Solapur Division through non-railway agency..

I/We hereby submit the Bid for work of imparting "Soft Skill" training to 600 Front Line staff of Solapur Division through non-railway agency.

I/We have correctly understood the terms and conditions.

I/We propose to offer a sum of Rs. _____ /-(In words Rs. _____ only) for above contract work.

I/We have remitted Rs. _____ as earnest money online. Details are as under.

No _____ Dt- _____

Following documents are enclosed.

- I. Attested copy of Certificate of Edu. Qualification with date of birth of Trainer / Head of the institution.
- II. Police verification certificate issued by the department of proper jurisdiction. / Registration Certification if the applicant is applying on behalf of Training Institution.
- III. EMD deposited under MR No _____.
- IV. Xerox copy of the Ration Card for residential proof or Any other address proof for communication.
- V. Certificate of similar work.

Yours faithfully,

Date:-

Name:- _____

TENDER SCHEDULE

Schedule of Rate for the contract for

Estimated Cost : Rs. 257400/- + 18% GST= Rs. 303732.00/- (Rupees Three Lakh three thousand seven hundred and thirty-two only)

| S. N. | Name of Work | Duration of training. | Qty in men | Rate of training per staff | Total Estimated Amount Rs. (Excluding GST) | Rates offered in Rs. (to be filled by tenderer) | Rates offered in words (to be filled by tenderer) | % Below /At Par/above of Estimated cost. |
|-------|---|--|------------|----------------------------|--|---|---|--|
| (a) | (b) | | | (c) | (d) | (e) | (f) | (g) |
| A. | Contract for imparting "Soft Skill" training to 600 Front Line staff of Solapur Division through non-railway agency | One day Soft Skill training to each frontline employee | 600 | 429.00 | 257400.00 | | | |
| | Total | | 600 | 429.00 | 257400.00 | | | |

Name and signature of the Tenderer
With seal & date

- GST as applicable should be considered separately at the time of billing.
- If tenderer does not quote the offered rates in the prescribed form or quotes Zero or Nil or negative values, the tender will be REJECTED out rightly.
- The other expenses in addition to above mentioned scope of work shall be borne by the Contractor / tenderer.
- Lowest rate for training per employee will be the essential criterion for awarding contract.
- The total estimate rates for the tenderer / bidder shall fill in column (e) & (f) the percentage above / below / at par of estimated rates.
- In column (e) & (f) the bidder shall fill cost of imparting Soft Skill training to each employee in Rupees however to arrive at lowest bidder, strict mathematical rules will be followed.
- Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in of the Standard General Conditions of Contract for the completion of works to the entire satisfaction.
- Tenderers will examine the various provisions of the central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/Union Territory Goods and Services

Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- ix. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- x. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- xi. Tenderer should fill the columns (e), (f) & (g) above and indicate their rates as well as % above / at par / % below on overall estimated cost of tender.

SCOPE OF WORK AND SPECIAL CONDITION

The terms and conditions and the scope of work is attached herewith:-

NAME OF WORK: Contract for imparting “Soft Skill” training to 600 Front Line staff of Solapur Division through non-railway agency on tender basis.

Total value of work **Rs.3,03,732.00/-** (Three lakh three thousand seven hundred thirty-two only)

Estimate cost: Rs. 257400/- + 18% GST = Rs. 3,03,732.00/- (Three lakh three thousand seven hundred thirty-two only)

Earnest Money: Rs. 6080.00. /- (Six thousand eighty rupees only)

Period of work: Imparting Soft Skill training to 600 hundred staff or 180 days

From date of issue of later of allotment.

1. The SCC and the GCC: These Special conditions of contract (SCC) (along with Specifications of work and other conditions as contained in this Tender Document) shall be read together with the terms and conditions incorporated in this tender document and the General Conditions of Contract (GCC) of Railways. Should there be any conflict between the provisions of the SCC (along with Specifications of work and other conditions as contained in this tender document) and that of the GCC, the import of the former shall prevail over the latter.
2. The quantity mentioned is only approximate and can vary (increase/decrease) due to operational and other unforeseen circumstances.

3. Scope of Work:

SCOPE OF WORK AND SPECIAL CONDITION

Name of work: Contract for imparting “Soft Skill” training to 600 Front Line staff of Solapur Division through non-railway agency on tender basis.

3.1 DEVELOPMENT OF COURSE MODULE/TRAINING METHODOLOGY

Contractor will have to develop course module/training methodology to the satisfaction of the Railways. The modality of the work to be performed by contractor shall be as hereunder -

- a. contractor shall design training modules for categories of frontline staff, such as Ticket collectors, Traveling Ticket Examiners, Commercial Clerks, Enquiry and Reservation Clerks, Goods, Parcel and Booking Clerks, Catering Staff, Station Masters, ,Station Superintendent and Dy. Station Superintendent, Supervisory staff and Inspectors of Commercial Department, RPF personnel, A/C mechanics, Coach attendants, C&W staff and will submit the same along with offer letter. The suggestions, if any, made by the Railways shall be adopted and incorporated in the final courseware.

3.2 TRAINING

The duration of the training per employee will be for a period of one (01) day and shall be held at the Training place as decided by Railway. The Railways shall provide:

- a. Class rooms for participants and faculty.
- b. Logistics for Railway employees in respect of boarding, lodging and transport.
- c. The training shall commence at 9.30 am in morning and shall last for 8 (Eight) hours ending at 5.30 p.m with two brakes for Tea/Coffee and one break for lunch. The tea breaks shall be for 10 (Ten) minutes each and the lunch break shall be for 40 (forty) minutes.
- d. Contractor have to deploy Qualified trainers and experienced who are having good knowledge on Soft Skill development. Contractor shall not in any capacity employ any person of bad character or any person whose antecedents have not been investigated by the Police.
- e. Contractor have to arrange Training aids, like Projector, Screen etc. to conduct effective soft skill training, on his own cost.
- f. Contract shall have to provide reading material, note pad and pen to each participants imparting training.

3.3 EVALUATION PROCEDURE

- a. **BILLS:** Railways shall make efforts that each batch shall consist of 30 (Thirty) participants. However, there is likely to be a seasonal variation in the number of trainees deputed for training on the account of Railways problems like vacation rush, pooja rush or other emergencies when lesser number of staff may be spared for training, the payment in such cases shall be made on pro-rata basis. i.e **Bills shall be raised based on the number of participants on the day of training X Per employee Rate as accepted by Railway.**
- b. The parties have shall appoint one Incharge, who shall be responsible for smooth running of the training. The training Incharges shall extend their utmost cooperation and shall help, both the Parties to obtain desired result of this contract.
- c. The Incharge shall be responsible for continuous evaluation of the work on regular basis and shall in consultation with each other point out any discrepancies that are found in the Training Program.
- d. If case of continuous non-performance/bad workmanship/non-satisfactory work, contractor would be served with 7 days' notice to make good. On expiry of 7 days notice, if contractor fails to make good or performance does not improve, then, Railways have the liberty to issue 48 hours' termination notice. On expiry of 48 hour's notice period, contract would be terminated by issuing a letter and on such termination, contractor's entire Security Deposit & Performance Guarantee (PG) available with Railways plus any dues arising from the works executed by the contractor will be forfeited.

3.4 General Responsibilities of Contractors :

1. Contractor shall carry out all services under this Agreement with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
2. Contractor shall always act so as to protect, and not to be in conflict with interest of the Railways.
3. Contractor shall respect and abide by all applicable laws, and ordinances as may be prevalent. .

3.5 Adherence to applicable Laws

1. Contractor shall take care of insurance of employees on the rolls with regard to Insurance for medical expenses, and for accident death and permanent disability insurance coverage for the period of this contract. Railways shall make their own arrangement for the insurance for medical expenses, and for accident death and permanent disability insurance coverage for the period of the contractor for their workmen/participants attending the Training Program or those involved in the training process. Contractor shall not be liable for any non-compliance to any law with respect to the participants.
2. Contractor shall maintain all applicable workmen's compensation and insurance with respect to services performed by them under this Contract.

3.6 Accountability

1. Contractor shall not seek or accept instructions from any authority external to the Railways in connection with the performance of services by them .
2. Contractor shall only be accountable and answerable to Railways for the performance of the obligation and services.

3.7 Penalty Clause.

A fine equivalent to offered rate per trainee per day for not conducting the training programme on a scheduled day will be imposed on Contractor for the particular day. The total amount of fine will be Rate per employee X No of staff present on that day.

3.8 Records, Accounts, Information and Audit

Parties shall maintain accurate and systematic records and account in respect of the services to be performed under this agreement.

3.9 Language, Weights and measures :

- a. Contractor and Railways shall use English language in all written communications to the other party with respect to all documents procured or prepared by either party pertaining to such services.
- b. The training provided by Contractor shall ordinarily be in English/Hindi language. In the event Railway desires such training in any other language including but not limited to regional languages, Railway shall inform.

3.10 Copy right, patent and other proprietary rights.

- a. All copy rights, patent and other intellectual property in the manuscripts, records and other materials including courseware prepared and/or developed in the course or execution of this contract shall be the property of Railways.

- b. Railways shall have the right to publish the same in the whole or in part, copyright and take out patents etc., as the Railways may determine appropriate, in India.

3.11 Contractors obligation to inform Railways of changes in condition :

- a. Contractor shall promptly and fully notify the Railways in writing of any condition, which interferes, or threatens to interfere, with the successful carrying out of the services of the contract. Such notice shall not relieve Contractor of its obligations to continue to provide services under this Agreement. On receipt of such notice, Railways shall take such action as in its sole discretion it considers to be appropriate or necessary under the circumstances or causes, which are likely to cause non-participation of the trainees in any Training Program, and Contractor shall take required necessary steps.

3.12 Term & Termination :

- a. This Agreement shall remain in full force and be valid for a period of imparting Soft Skill training to 600 employees or 180 days months whichever is earlier, provided that the provisions of confidentiality and Dispute Resolution as contained in This contract will be effective from date of issue later of acceptance.
- b. Either party may terminate this contract at any time by giving other party, thirty (30) days notice in writing of its intention to do so. In the event of such termination, contractor shall be paid for the amount accrued as such for the actual amount of work performed to the satisfaction of Railways on proper basis.

3.13 Taxation.

Railways shall not be liable for any tax on the remuneration and allowances of contractor paid as per contract.

Further, Railways shall make all payment against the monthly Invoice. Any tax deduction at source made by Railways shall be in accordance with the Income Tax Act. .

3.14 Indemnification.

Except as otherwise provided in this Contract, Contractor shall indemnify, hold and save harmless and defend at their own expenses, Railways and its personnel from the against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omission of Contractor in the performance of any of the terms and conditions.

3.15 Applicability of charges :

The parties has to agree and confirm that the charges payable by Railways to Contractor, as given in this contract, for providing the services and to carry out the Project are applicable for the period of contract.

Note:- All other expenses in connection with the contract and incidental there to shall be borne by the contractor.

3.16 Arbitration/Dispute Resolution : The parties shall endeavour to settle by mutual conciliation any claim, dispute or controversy (dispute) arising out of or in relation to this Contract, including any dispute with respect to the existence or validity hereof, the interpretation hereof, the activities performed hereunder or the breach of the Contract.

That as per all such conciliation processes, the parties will meet each other, in order to settle disputes of any nature reaching a solution to the problem/disputes.

That in case any claim, dispute, deadlock or controversy can not be resolved through conciliation within 90 (ninety) days of initiation of reference, a party may refer such claim/dispute or difference to arbitration by a sole arbitrator appointed by General Manager, Central Railway in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be held in English at Mumbai. The award made by the Arbitrator shall be final and binding upon the parties hereto, subject to legal remedies available under the law subject to above clause, the courts at Mumbai above shall have jurisdiction.

3.17 Security Deposit (SD) : Contractor is required to furnish 5% of contract value as security deposit. The Earnest money deposited by the successful Contractor will be retained by the Railway as part of Security Deposit for the due and balance will be adjusted against the first bill.

3.18 Performance Guarantee : The contractor will have to deposit an amount equivalent to Security Deposit before commencement of work, which will be refunded only after successful completion of work. The Performance Guarantee can be furnished as under:

- i. a deposit of cash
- ii. Irrevocable Bank Guarantee
- iii. Government Securities including State Loan Bonds at 5% below the market value.
- iv. Pay orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Bank; in favour of Sr.DFM/SUR (free from any encumbrance) may be accepted.
- v. The Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before the signing of agreement and should be valid up to expiry of the maintenance period. The agreement should normally be signed within 15 (fifteen) days after the issue of LOA and Performance Guarantee should also be submitted within this time limit.
- vi. Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing should be same as for Security Deposit.
- vii. Wherever the contracts are rescinded, the Security Deposit should be forfeited and the Performance Guarantee shall be en-cashed and the balance work should be got done separately.
- vii. The balance work shall be got done independently without Risk & Cost of the original contractor.

3.19 Effective date of agreement : This contract shall become binding on the parties thereto on and from the date of signing the contract, it shall be effective and in full force until all the monies due and payable and obligations arising under the Agreement are fully paid off/or discharged on expiry of the period of contract, which so ever be later.

3.20 Force Majeure : In the event that either of the parties hereto finds unable, by reasons of a case of "Force Majeure" to carry out its obligation hereunder in whole or in part, the obligations of such Party to the extent that they are affected by such "Force Majeure" shall be suspended as long as impossibility. So caused shall last but not thereafter. The adverse situation created by such "Force Majeure" shall be remedied as far as possible, with reasonable dispatch.

The term "Force Majeure" as used herein shall mean any Act of God and such as war, whether declared or not, riot, insurrection, Civil commotion, sabotage or other disturbances, accident, fire earthquake, flood explosion, epidemic, quarantine restrictions, the occurrence of which event could not have reasonably be foreseen or provided for by a man of common prudence exercising due diligence together with the steps taken by it to avoid or minimise the adverse effect of such "Force Majeure" event, as also the cessation of such event.

The party affected by "Force Majeure" shall give notice thereof to the other party setting forth all necessary particulars concerning the giving of the said notices, the obligations of the party giving such notice shall be suspended as said above and the Parties shall consult together with the view to determining mutually acceptable measure to overcome the difficulties arising there from.

3.21 COMPLIANCE TO LABOUR LAWS: WAGES TO LABOUR:

- a) The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act 1948 & 1970 (modified) and the Rules made there under time to time in respect of any employees employed by him directly or indirectly for the purpose of carrying out this work.
- b) If, in compliance with the terms of the contract, the Contractor supply any labour to be used wholly or partly under the direct orders and control of the Railways 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.
- c) If any amount shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such amount shall be deemed to be amount payable to the Railway by the Contractor. On failure by the Contractor to repay the Railways any amount paid by it as aforesaid within seven days after the same have been demanded, the Railways shall be entitled to recover the same from any amount due or accruing to the contractor under this or any other Contract with the Railways.
- d) **The contractor should pay to his employed labourers, wages as prescribed under the Minimum Wages Act 1970 (modified) and should submit documentary evidence to this effect. No claim for additional amount beyond finalised contract will be admissible on account of revision in minimum wages notified. The contractor will have to bear the same.**

3.22 PROVISION OF PAYMENTS OF WAGES ACT:

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or indirectly employed by him in the works. The Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the **Sr. DCM/Solapur** upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

3.23 COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR:

The Contractor shall conform to all laws, bye-laws, rules and regulations or the time being in force pertaining to the employment of local or imported labours and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or indirectly on the works.

3.24 INDEMNITY UNDER WORKMEN'S COMPENSATION ACT 1923:

The contract, in addition to any indemnity provided by law, shall indemnify the Railway Administration against all liabilities what so ever, to pay compensation under the Workmen's Compensation Act, 1923, or any amending Act in respect of any accident, to any labourer

employed by or under the Contractor, of compensation in respect of any claim arising out of this or in the course of the work contemplated by the Contractor whether made or preferred by or on behalf of workmen or employees of the Railway Administration or on the Contractor, Firm or person what so ever and against all cost charges and expenses incurred or suffered by the Railway Administration in or about any such matter, and the contractor agrees that the amount due to him under his bills and his bills and his security deposit made in terms of this Agreement shall be security for full indemnity. Agency shall maintain proper records of all details, registers & such other requirements as contemplated by the provisions of all relevant status which inter alias includes & contract labour, (Regulation & Abolition) act & rules, payment of Wages act etc & further shall comply with the statutory provisions thereof in filling returns, submitting forms etc. No liability of whatsoever type will be on the Railways. The agency will be fully responsible to obey all laws prevailing in the Sr.DCM Office, Solapur,

- 3.25 Payments:** Statement for work done under this contract shall be prepared in triplicate by the contractor on completion of work. Summary will be prepared by CCI/SUR in-charge and it will be submitted after duly signed by Contractor & CCI's in-charge of Work and also on work measurement book to the Divisional Railway Manager (C) Solapur. After verifying work done statement date wise and on account bill by Ch.OS (C), DRM's office, Solapur. Further it will be forwarded to Sr. Divisional Finance Manager, Solapur under the signature of Competent Authority for passing of payment. Payment will be made through NEFT.

Terms of Payment: Payment shall be made on monthly basis. The payment shall be done on the certified summary and bill of **Sr.DCMOffice/Solapur & ACM/Solapur**.

3.26 NO FACILITIES OR PASSES:

The contractor shall not be entitled to be provided with any facilities by way of accommodation, free passes or material or transport.

3.27 Police verification of staff to be deployed should be submitted within two weeks.

3.28 Contractor will be abiding by GCC.

**Divisional Railway Manager (Commercial)
Central Railway, Solapur**

DECLARATION

E-Tender No. : No: SUR/C/Soft Skill Trg./18 of dated. 06 .04.2018

Name of the work: Contract for imparting "Soft Skill" training to 600 Front Line staff of Solapur Division through non-railway agency.

To
The President of India,
Acting through
Divisional Railway Manager (Mechanical),
Central Railway, Solapur,
Solapur- 413001

1. I/We _____ have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the said work for Central Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within the stipulated completion period mentioned in the tender notice of the work.
2. I/We also hereby agree to abide by the General Condition of Contract corrected up to Aug 98 with all printed/advance correction slips issued till date of NIT and to carry out the work according to the all terms and conditions and standard specifications of materials and work as laid down by Railways for the present contract.
3. A sum of Rs. _____ is herewith deposited as Earnest Money. The full value of the earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if:-
4. I/We do not execute the contract documents within 7(seven) days after receipt of notice issued by the Railways that such documents are ready and
5. I/We do not commence the work within seven days after receipt of order to that effect.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
7. I/We have in my/our possession a copy of all the conditions of contract, rates, specifications, etc. embodied therein and agree to abide by the same.

Signature of Witnesses:

Signature of Tenderer(s)

1) _____

Date: _____

Address of the Tenderers(s)

2) _____

Divisional Railway Manager
(Commercial) Solapur

Score out whichever is not applicable.

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REVISED MODEL FORM OF BANK GUARANTEE BOND

- 1) In consideration of the President of India (thereinafter called the Government) having agreed to exempt M/s _____ (hereinafter called the said Contractor(s) from the demand, under the terms and conditions of an Agreement dtd. _____

made between _____ and for _____ (hereinafter called the said Agreement of Security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank guarantee for Rs. _____ (Rupees _____ only). We _____ (hereinafter referred to as "The Bank") (indicate the name of the bank) at the request of _____ Contractor(s) do hereby undertaken to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of nay breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

- 2) We _____ do hereby undertake
_____ (Indicate the name of the bank)

to pay the amounts due and payable under this guarantee without any demand merely on a demand from the Government stating that the amount claimed is due be way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of nay of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

- 3) We undertake to pay to the Government any money so demanded not outstanding any dispute or disputes raised by the Contractor(s) supplier (s) in any suit for proceedings pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/Supplier(s) shall have no claim against us for making such payment.

- 4) We _____ further Agreement that the (indicate the name of the bank guarantee) herein contained shall remain in full for and effect during the period that would taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under of by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office/Department) Ministry of certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

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FORM OF AGREEMENT

CONTRACT AGREEMENT NO.

Dated.....

ARTICLES OF AGREEMENT made this.....day ofBetween the President of India acting through the Railway Administration here after called the "Railway" of the one part and Herein after called the "Contractor(s)" of the other part.

WHEREAS the Contractor(s) has agreed with the Railway for the performance of the work set-forth in the schedule hereto annexed upon the General Conditions of Contract and the Specifications of the Railway and the Special conditions and special specifications, if any, **AND WHEREAS** the performance of the said work is an act which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railway, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said conditions of contract on or before theday of and will maintain the said works for a period of Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein), and Railway both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the schedule hereto annexed.

Signature of Contractor(s)

Address.....

Date.....

Signature of Witnesses with address to
Signature to Contractor

Signature of Railway Representative

Designation.....

(for President of India)

Date.....

Witnesses.....

1)

2)

-O-O-O-O-

MANDATE FORM FOR EFT/NEFT**1. PARTICULARS OF THE PARTY**

- i. NAME: _____
- ii. ADDRESS: _____
- iii. PHONE NO: _____ MOBILE _____ FAX _____
- iv. INCOME TAX PAN NO: _____ EMAIL ID: _____

2. PARTICULARS OF BANK ACCOUNT:-

- i) CITY: _____
 - ii) BANK NAME: _____
 - i) BRANCH: _____
 - ii) BANK ADDRESS: _____
 - iii) BANK TEL NO: _____ FAX NO _____
 - iv) BANK MICR CODE (9 DIGIT): _____
 - v) BANK IFS Code: _____
 - vi) BANK ACCOUNT NO: _____
- (Please enclose a cancelled blank cheque)

vii) ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT):

- 3. Certified that the particulars furnished with reference to Bank Account are correct and the Bank guarantees to honour all EFT/NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the Bank

4. DECLARATION BY THE PARTY:

- i) I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e. Sr. DFM/SUR Central Railway, Solapur will not be held responsible.

Date _____

Signature of the party with Stamp

End of tender document
