

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-08-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-08-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	Metro Railway Kolkata
कार्यालय का नाम/Office Name	Metro Railway, Kolkata.
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cos@mtp.railnet.gov.in Buyer Email id: sureshkumar.6905@gov.in
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled); Data Entry Operator with Medical Transcriptionist (Skilled); As per ATC
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	8 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	2563265.84
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	128163

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

PRINCIPAL FINANCIAL ADVISOR (FA and CAO, Metro Railway, Kolkata)
Metro Railway, Kolkata., Indian Railways, Metro Railway Kolkata, Ministry of Railways
(Principal Financial Advisor)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / Stat Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned

Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per ATC

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per ATC

Manpower Outsourcing Services - Fixed Remuneration - Data Entry Operator With Medical Transcriptionist (Skilled); Data Entry Operator With Medical Transcriptionist (Skilled); As Per ATC (3)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Function	Data Entry Operator with Medical Transcriptionist (Skilled)
List of Profiles	Data Entry Operator with Medical Transcriptionist (Skilled)
Educational Qualification	As per ATC
Specialization	As per ATC
Post Graduation	Optional
Specialization for PG	Not Applicable

विवरण/ Specification	मूल्य/ Values
Experience	3 to 7 Years
State	NA
District	NA
Zipcode	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	West Bengal
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowance 1	0
Title for Optional Allowance 2	0
Title for Optional Allowance 3	0
Designation	Data Entry Operator with Medical Transcriptionist

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Suresh Kumar Rout	700040,TAPAN SHINA MEMORIAL HOSPITAL/ METRO RAILWAY, 28/55, M. N. SEN ROAD, CHANDITALA, KOL-700040 (Contact OS MEDICAL, Mobile No.-8017496913)	3	• Basic monthly pay (INR) exclusive of GST : 29217 • Bonus (INR Monthly) : 0 • EDLI (INR Monthly) : 0 • EPF Admin Charges (INR Monthly) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • Optional Allowances 1 (INR Monthly) : 0 • Optional Allowances 2 (INR Monthly) : 0 • Optional Allowances 3 (INR Monthly) : 0 • Provident Fund (INR Monthly) : 0 • ESI (INR Monthly) : 0 • Tenure/ Duration of Employment (In Months) : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader.

However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

FA & CAO, Metro Railway, Kolkata
payable at
kolkata

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

FA & CAO, Metro Railway, Kolkata

The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

FA & CAO, Metro Railway, Kolkata
payable at
kolkata

After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

FA & CAO, Metro Railway, Kolkata

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

10. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

11. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

12. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

13. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

14. Service & Support

The Service Provider is required to have at least 20 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

15. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

METRO RAILWAY

Medical Department

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Name of work :- Hospital-based Manpower Outsourcing Service - Fixed Remuneration -

Data Entry Operator with Medical Transcriptionist Skilled)

engagement at Tapan Sinha Memorial Hospital for the period of 24

Months (02 Years).

Estimated Bid Value :- Rs. 2563265.84 (Inclusive of GST and others charges).

ADDITIONAL TERMS AND CONDITIONS

- 1.01 The Service Provider should have a **registered office in the State of Consignee i.e. in West Bengal under Kolkata.**

****Documents of Local office address i.e. in West Bengal under Kolkata must be provided by the Service provider as mentioned below -**

1. GST Certificate in W. B.,
2. MSME Certificate in W.B.,
3. Rent Deed - Notarized Affidavit on a non Judicial Stamp paper in W. B. (Optional),
4. Trade License in W.B.,
5. Labour License in W.B.

N.B. The Authority has reserved right to reject the Application/Bid of the services provide at any stage if the above mentioned are not provided by the Service Provider

- 1.02 **The Bidder is expected to examine all instructions, eligibility criteria, forms, General Terms and Conditions (i.e. GCC 2018 Service), and Additional Terms and Conditions in the Bid Document. Failure to furnish complete information as required with reference to the Bid Document may result in rejection of the Bid.**

- 1.03 **The Metro Railway Hospital, Kolkata reserves the right to accept or reject any Bid without assigning any reason at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected Bidder or Bidder or of the grounds for Hospital's action.**

- 1.04 **Financial Turnover (GeM Notification dt. 09.08.2018) :-**

Annual Turnover :- The bidder must have a minimum average annual financial turnover should be greater than or equal to 30% i.e. Rs. 7,68,980/- of the estimated/bid value in the previous **three financial year (Financial Year - 2023-24, 2024-25 and 2025-26) as per Annexure-E.** Documentary evidence in the form of certified Audited Balance Sheet or Turnover Certificate reflecting financial turnover, certified by the Chartered Accountant with stamp signature and membership number shall be considered.

- 1.05 **Credential Certificate or Past Experience of Similar Service i.e. Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) :-**

The Bidder must have successfully executed / completed at least one single Order with Completion Certificate of 80 % of the Bid Value i.e. Rs. 20,50,613/- or 2 orders each of 50 % of the Bid Value i.e. Rs. 12,81,633/- or 3 orders each of 40 % of the Bid Value i.e. Rs. 10,25,307 for similar service(s) i.e. Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) **in the last three years**

(2023-24, 2024-25 and 2025-26) to any Indian Zonal Railway Hospital / Railway Production Units Hospital / Central Government Hospital / State of Government Hospital in West Bengal. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services i.e. **Hospital-based Manpower Outsourcing Service Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled)** along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer, otherwise the offer will be rejected

1.06 Definition of Similar Nature of work :-

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The following similar nature of work for **Hospital-based Manpower Outsourcing Service Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled)** at TSMH, M.Rly., Kolkata is to be considered :-

“Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) of Indian Railway Hospital”

OR

“Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) of Central Government Hospital”

OR

“Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) of State Government Hospital in West Bengal”

1.07 Submission of Document Verification Certificate :-

The Bidder must submit a notarized affidavit on Rs. 100 a non judicial stamp paper, as per Annexure - ‘A’, stating that they are not liable to be disqualified and all their statement/ documents submitted along with the bid are true and factual. The Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid.

1.08 Self-declaration / Undertaking :-

–

The bidder must submit a notarized affidavit on Rs. 100 non-judicial stamp paper, as per Annexure - ‘B’, stating that the firm has not been terminating/not blacklisting/not debarred. The Non-submission of this affidavit will lead to the summarized rejection of their offer.

1.09 Bank Liquidity Criteria :-

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Bank Liquidity Certificate @ 5% of the bid value. Only Banking Reference from

Scheduled Bank as per **Annexure - C** (Not more than 6 months old from the date of floating tender). Minimum Liquidity required is **5% of the estimated bid value, i.e. ₹ 1,28,163/-**. The document should be signed & stamped by Bank Manager with date and it should also be self-attested.

- 1.10 The Service Provider must be provided - EPFO and ESI certificate and Callan Copy; otherwise, the department has reserved right to reject the Application/Bid of the service at any stage.**
- 1.11 ISO certification of the firm i.e., ISO certified in 9001:2015 must be provided by the Service provider.**
- 1.12 Partnership deed with power of attorney documents for firms OR sole-proprietorship document must be provided by the Service provider.**
- 1.13 The escalation matrix with name and contact number of the authorised person should be certified in stamp paper to be uploaded with the bid.**
- 1.14 Earnest Money Deposit (5%) receipt of ₹ 1,28,163/- or MSEs Registration Certificate issued to Micro & Small enterprises issued by UDYAM/NSIC/DIC for exemption of EMD.**
- 1.15 EMD exemption for MSE :-**
- i.** Tenderer shall be required to deposit Earnest Money with the tender for the due performance with the stipulation to keep the offer till such date as specified in the tender, under the condition of the tender. However, **for Service Contracts, MSEs registered with (a) District Industries Centres, (b) Khadi and Village Industries Commission, (c) Khadi and Village Industries Board, (d) Coir Board, (e) National Small Industries Corporation, (f) Directorate of Handicraft and Handloom and (g) Any other body specified by Ministry of MSME shall be exempted from payment of minimum EMD.**
 - ii.** MSEs registered with the agencies as detailed above for **“the item tendered”** will be exempted from payment of Earnest Money for Service Contracts. Other MSEs firms registered for other than **‘item tendered’** will not be given exemption and shall have to submit the Earnest Money Deposit (EMD) in the acceptable form as prescribed in the tender document.
 - iii.** Definition of Item Tendered are as below :-

Name of Service Contract as it is

OR

Combined facilities support activities. (Under NIC Group 869-86909)

OR

Note :- Bidders want to avail waiver of bid EMD, shall submit documentary evidence in support of appropriate category.

1.16 Purchase Preference to Micro and Small Enterprises (MSEs) :-

- Purchase preference will be given to MSEs as defined in the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.
- To avail of the purchase preference, the bidder must be a service provider of the offered service. Relevant documentary evidence must be uploaded along with the bid.
- If L1 is not an MSE and MSE Service Provider (s) has quoted a price within L1+15% margin / purchase preference / price band, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

1.17 EMD :-

- Bidders can submit the EMD with Account Payee Demand Draft in favour of FA & CAO payable at Kolkata.
- Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of FA & CAO/Metro Railway, Kolkata A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter.
- Hard Copy of the EMD receipt to be submitted to this office within 05 days of the Tender closing date as mentioned in the GEM GTC.

Note:- Bidder has to upload scanned copy / proof of the documents along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date

1.18 PBG :-

- Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC / GCC-Service-2018). FDR should be made out or pledged in the name of FA & CAO/Metro Railway, Kolkata. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 30 days of award of contract.
- Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC / GCC-Service-2018). DD should be made in favour of FA & CAO/Metro Railway, Kolkata. After award of contract Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 30 days of award of contract.

1.19 Bid Condition :-

- Bidders are instructed to read and understand various conditions attached hereto and agree to abide by them. Bidders must keep this bid open for acceptance for a period of 90 days from the date fixed for opening and will be liable for forfeiture of "Earnest Money" in default.

ult thereof.

- Each page of the copy of documents/certificates in support of credentials and other documents submitted by the bidder must be self-attested by the bidder or authorized representative. Self-attestation must include signature, stamp, and date on each page. Only self-attested documents will be considered for evaluating the bid.
- Bidders must keep themselves updated through GeM regarding corrigendum, if any, to the Notice Inviting Tender or tender document, uploaded on the GeM Portal. It is the responsibility of the bidder to check any correction or modification and take it into account while submitting the tender.
- A Manpower Deployment Plan as per the scope of work may be provided by each bidder. Bidders should visit the workplace for a proper understanding of the scope before quoting manpower

1.20 PERFORMANCE GUARANTEE (GCC for services - 2018) :-

Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value in four separate parts of 2.5% each of the contract value, within 30 (Thirty) days from the date of issue of OA/GeM Contract. Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of date of issue of LOA/GeM Contract may be given by the Authority who is competent to sign the contract. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA/GeM Contract. In case the contractor fails to submit the requisite PG after 60 days from the date of LOA/GeM Contract, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA/GeM Contract. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA/GeM Contract, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of authority competent to sign the LOA/GeM Contract would be final in case of any dispute.

The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railway shall be returned to the contractor duly safeguarding the interest of Railways.

If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

1.21 Variation of quantities :-

The procedure as detailed below shall be adopted for dealing with variation in quantities during execution of works contract.

- a. Individual N.S. items in contracts shall be operated with variation of plus or minus 25% and payment would be

made as per the agreement rate. For this, no finance concurrence would be required.

- b.** In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of agreement quantity subject to the following conditions,
- i. Operation of an item by more than 125% of the agreement quantity, needs the approval of an officer of the rank not less than S. A. Grade,
 - ii. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender,
 - iii. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item, shall be paid at 96% of the rate awarded for that item in that particular tender,
 - iv. Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender,
 - v. The variation in quantities as per above formula will apply only to the individual items of the contract and not on the overall contract value,
 - vi. Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should only be through fresh tenders or by negotiating with existing contractor, with personal concurrence of FA & CAO/FA & CAO (C) and approval of General Manager.
- c.** In cases where decrease is involved during execution of contract;
- i. The contract signing authority can decrease the items upto 25% of individual item without finance concurrence,
 - ii. For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S. A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities,
 - iii. It should be certified that the work proposed to be reduced will not be required in the same work.
 - iv. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value less than 1% of the total original agreement value.
 - v. No such quantity variation limit shall apply for foundation items.

As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

1.22 Payment of Salaries :-

The Service Provider is required to pay the Salaries/wages of contracted staff deployed at the buyer location first i.e. on their own and then claim payment from the Buyer **as per minimum wages act of Central Govt. notified rate w.e.f 01.04.2026 & order by Chief Labour Commissioner(C), Ministry of Labour & Employment order dated 01.04.2026.**

Contractor shall make strictly compliance to the provisions of all Labour Laws applicable. The Contractor at all times must indemnify Railway Hospital against all claims, damages or compensation under all statutory laws and rules prevailing time to time which, inter alia, include the provisions of Contract Labour (Regulation and Abolition) Act, 1970 Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Employees State Insurance Act, 1948; Employees Provident Fund and Miscellaneous Provisions Act

1952; or any other law relating thereto and rules made hereunder from time to time. Railway will not own any responsibility in this regard.

- Payment based on financial quotes and verification by Buyer.
- No advance payments; payment upon service delivery and submission of necessary documents.
- Penalties settled before payments.
- Payments through bank transfer only.
- The contractor should ensure all statutory payments of workers such as Minimum Wages, EPF, Bonus, Insurance, etc within due time. The contractor will be responsible for engaging manpower with good moral character and behaviour. Police verification & medical fitness of all engaged staff must be done within one month of commencement of work. The contractor will also be responsible for supplying good quality consumables as per the scope of work.
- Statutory payment to staff & other social welfare measures must be ensured by the contractor. Railway Administration has no liability towards employment of the engaged staff of the contractor.
- To enhance transparency in the payment of contract labour wages and other payments, contractors must upload details of their GeM Contract, engaged workmen, wage payments, PF/ESI details, and bonus details monthly on the Shramik Kalyan Portal. These details will be public available.
- The contractor must adhere to the Payment of Wages Act and Minimum Wages Act. They must register their firm/company on the Shramik Kalyan portal and upload labour and payment details.
- The contractor must comply with the Minimum Wages Act and other labour laws, ensuring payment of net wages through labourers' bank accounts and uploading wage details on the Shramik Kalyan Portal. These details must be submitted with monthly bills.
- Tendered rates include the latest minimum wages as notified by the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India, at the time of tender opening.
- As per the Payment of Bonus Act, 1965, a bonus of 8.33% of Rs. 3500/- or the minimum wages (whichever is higher) must be paid to each staff before Durga Puja, provided they have worked for more than 30 days in the accounting year.
- The staff provided by the Service Provider shall not be considered employees of the Buyer. Compliance with labour laws, including the Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, and other relevant laws, is the sole responsibility of the Service Provider. The Buyer is not responsible for any violations or liabilities in this regard.

The Service Provider is responsible for maintaining all registers and records, and for making regular and full payment of labour charges/salaries as per labour laws.

1.23 The Service Provider should not have been involved in any malpractices.

1.24 A person's engagement under these contracts should be made only after obtaining the **Police Verification report** (to be provided by the service-providing agency).

1.25 **This police verification certificate should** be in a format that can be verified by the authorities through online/offline systems. (The cost of verification will be borne by the bidder).

1.26 Manpower Deployment with Salary :-

Sl. No.	Post	Total No. Of Post	Per month per head consolidated salary (Included EPF, ESIC, Bonus etc)	Remarks
1.	Data Entry Operator with Medical Transcriptionist (Skilled)	03	29217/-	Ministry of Labour & Employment (C) F. No. 1/6(3)/2025-LS-II dated 30.03.2026

1.27 ELIGIBILITY CRITERIA AND DUTY ROSTER :-

Name of Post	Total requirement	Age limit	Educational Qualification	Experience	Duty Roster
Data Entry Operator with Medical Transcriptionist (Skilled)	03	Between 18 to 45 years	1. Empanelled D. E.O.s should have a Graduate in any discipline in any course with computer as a part of course curriculum and or diploma in computer science/computer application /ITI in computer application /computer science from a recognized institute (state Government/Central Government). 2. Hospital Management Certificate and 3. Working knowledge of reading, writing and speaking in Hindi and English is required.	a. Should have a minimum of 03 years experience working in the same or similar work at any Government sector or a reputed Private Sector. b. Upto 02 years in data entry work with speed 40 WPM	Data Entry Operators will be attend duty 06 days in a week (09:00 AM to 05:30 PM) at Tapar Sinha Memorial Hospital, Metro Railway, Kolkata

1.28 SCOPE OF SERVICE :-

Tapan Sinha Memorial Hospital is 30 bedded hospitals and the infrastructure was prepared with a vision of future increase of bed strength to 75 bedded hospitals. The Contractor is provided of **Data Entry Operator with Medical Transcriptionist for OPD** of daily data record through Registration, Entry of data record Doctor Prescription, Entry of data record Lab Tests & Report ect. via HMIS Portal.; **IPD** of daily data record through Patients admission, Entry of data record through Registration, Entry of data record Doctor Prescription, Entry of data record Lab Tests & Report ect. via HMIS. **and** daily data record Lab. Test, Entry of data Referral of patient, Entry of data Sick & Fit memo, Entry of patient Diet data, Entry of ADT data and UMID card issued to the regular employee, Pensioners and their family member b Railway.

1.29 Work Procedures of Data Entry Operator with Medical Transcriptionist :-

The smooth functioning of the Hospital Service shall be responsible for the following functions -

- i. **Preparation of notes and reports.**
- ii. **Entering and managing the data.**
- iii. **Insert Govt. officers/officials and account data by putting text-based and numerical information from source documents within time limits.**
- iv. **Collect all the important information, tables, and structure of the company to prepare a proper database.**
- v. **Inputting the data and fetching out the outputs.**
- vi. **Scanning and printing important documents.**
- vii. **Research and obtain further information for incomplete documents**
- viii. **Make it easy for others to access the files and provide the relevant information about the data entered in the file.**
- ix. **To maintain confidentiality and secrecy.**
- x. **To perform such other duties as may be assigned to him from time to time in relation to the functions assigned to the Departments/ Branches.**
- xi. **To extend cooperation to his seniors.**
- xii. **Any other work assigned by the Competent Authority.**

1.30 Personnel :-

- i. The Contractor should ensure that the **Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled)** personnel provided by it should maintain perfect discipline and behaviour and they would not in any manner cause any interference, annoyance, nuisance to the management of the Medical Hospital or its business or works office / employees and patients.
- ii. **The Contractor should agree and undertake that the Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled)** provided by it shall be to the entire satisfaction of the Hospital Authority. The Contractor should undertake that the **Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled)** personnel provided shall be paid by him and the Contractor shall have to comply with Government regulations regarding payment to ensure statutory salary as may be in force or may come in force during the currency of the contract. The Contractor shall also be liable to provide all employed personnel with statutory benefits like Holiday and other facility well as any compensation due to the personnel under Workmen's Compensation Act in the event of any death / accident. The Contractor shall be

responsible for providing to Metro Railway a copy of the service conditions agreed upon between them, as well as receipts of remittance from the salary slip, and other relevant documents. A statement along with relevant documents by the Contractor that he has paid all his workers their dues for the previous months should be submitted along with bills.

- iii. **The quoted rate of the contractor should take into account the possibility of enhancement of such rates, which shall be the sole liability of the contractor. No Change on the contract value will be made during the currency of the contract for this or any other reason.**
- iv. **The Contractor will make it clear to the Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) personnel that they would be continue to be under the employ of the Contractor and they will have no claim against Metro Railway who would not be liable for their salaries, compensation and other statutory benefit due to the Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) personnel under any law for the time being in force in the country. The Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) personnel will have no claim whatsoever for the services rendered by them to Metro Railway, nor the Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) personnel will accrue any right whatsoever to go to any employment, temporary or permanent, from Metro Railway. The employed personnel will have to submit a declaration to this effect at the time of commencement of the service.**
- v. **Metro Railway will not be entitled to retain any control or supervision over the manner of discharge, retrenchment, or re-employment of the employees engaged by the Contractor.**
- vi. **The Contractor will be liable for the observation and implementation of statutory conditions or requirements of any Labour Law or Clinical Establishment Law, or any other laws whatsoever, as applicable to his employees.**

1.31 Guidelines for the Staff of the Contractor:-

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- a. Should be polite, courteous and well dressed in proper uniform.
- b. Should maintain respectful behaviour with patients / patients' party and staff.
- c. Nameplate should be properly displayed.
- d. Should have general idea of the facilities available & their location.
- e. Should report for their duties as per duty roster, and take charge from the outgoing person.
- f. Should not leave their place of work until the reliever takes charge from him (wherever applicable).
- g. Shall devote skill and attention at all times and work in the interest of the patient and the Hospital.
- h. Shall work faithfully and diligently for the interest of the patient and the Medical Unit.
- i. Should maintain discipline and hygienic condition.
- j. Shall not resort to instigation, insubordination, intimidation, coercion, manhandling, carrying weapon, illegal or wrongful confinement, slogans, pasting of posters, hoisting flags / banner etc. and any such disruptive activities.
- k. Shall not accept any tokens / tips or gifts from patients / patient's relatives or suppliers.

1.32 Supply of Uniform :-

- i) The Contractor shall at its own expenses provide the **Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled)** personnel with necessary Uniforms and out-fit required for the efficient discharge of **Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled)** to the satisfaction of the Hospital Authority, the colour of the uniform and out-fit being at the selection of the Hospital Authority. **Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled)** personnel without proper uniform shall not be allowed on duty.

1.33 Maintenance of Service :-

Hospital Service being essential in nature, no disruptions are permissible in any circumstances like natural calamities, Bandhs and Strikes, disruption in transport service etc. In case of such disruptions the Contractor shall take immediate measures to resume normal services by deputing alternative personnel. In case of failure of the Contractor personnel to maintain the Service or their refusal to do so shall render the Contractor liable to severe penalty. A disruption in the Service for one day will lead to forfeiture of 50% of the Contract amount due for the month and in case of disruptions for more than 2 (Two) days the entire amount shall stand forfeited.

1.34 Supervision of Service :-

The Hospital Authority will have every right to supervise the services provided by the Contractor which shall be to the entire satisfaction of the said Authority. The Contractor shall be liable to remove any **Data Entry Operator with Medical Transcriptionist (Skilled)** staff within 12 hours, if the services of such **Manpower Outsourcing Service - Fixed Remuneration** appear to be un-satisfactory detrimental to the interest and safety or security of the TSMH.

Data Entry Operator with Medical Transcriptionist (Skilled) nominated by Hospital Authority shall periodically monitor the functioning of the **Manpower Outsourcing Service - Fixed Remuneration** and certify as to whether the performance is satisfactory and in case of substandard performance shall report to Pr. Chief Medical Officer of the TSMH who can take appropriate measures including levying of penalty as also immediate termination of contract.

1.35 The invoice /Bill should be invariably supported by the following documents :-

1. **Details of payment of salary credited to the Bank Account of individual worker along with details of deduction and any other contribution / duty / tax whichever is payable along with attendance verified by authorized persons of the Railway Hospital.**
2. **Salary sheet for the month with details of allowances and recoveries.**
3. **Certificate regarding compliance with the Shramik Kalyan Portal.**
4. **Any other Document if required.**

1.36 The services of the manpower can be terminated at short notice of 07 days by the office concerned.

1.37 Termination Notice :-

If no action to commence the service or improve the quality thereof is taken by the contractor within the 7-day notice period, then a final termination notice as per Annexure-XV (GCC- Service 2018) shall be issued.

1.38 Damage to Properties :-

- a) The Service shall be provided in such a manner as not to damage any asset of the public or Metro Railway. If any asset is damaged by the Contractor or any personnel employed by the Contractor, he will have to repair the same at his own cost. If repairs are not done to the satisfaction of the Medical Officer in-charge, the assessed cost of repair as determined by Metro Railway will be recovered from Contractor's bills.
- b) On expiry or earlier termination of the contract, the Contractor with all his personnel shall vacate the Medical Unit premises without causing any damage to it.

1.39 Exit Clause :-

Both Railways and contractor can terminate the contract with one month prior notice. However, if the notice is given by the Contractor/Railways then the contractor shall have to continue with the service till a new arrangement is made by the Railway or three- a three-month period whichever is earlier.

1.40 RECORDS :-

The Contractor shall maintain accurate day to day records of all activities maintaining separate registers for different items. The Pr. Chief Medical Officer or his representative shall have access to this information at all reasonable times.

1.41 JV/CONSORTIUMS NOT ELIGIBLE TO PARTICIPATE IN THIS BID.

1.42 The service provider will also ensure that the personnel deployed are Medically and Mentally fit and will keep in record a certificate of their medical fitness.

1.43 That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of Buyer.

1.44 The Buyer / Metro Railway Administration, Kolkata may require the service provider to remove from the office, any person or persons employed by the service provider, who may be incompetent or for his/her/their misconduct or due to any other reason whatsoever. The service provider shall, forthwith comply with such direction and shall replace such person immediately.

1.45 The service provider has to provide Photo Identity Cards to the persons deployed by the contractor for carrying out the work. These cards are to be constantly displayed by their persons & in case of their loss reported immediately and replaced by contractor.

1.46 The service provider shall ensure proper conduct of their persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.

1.47 The service provider shall cover its Personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.

1.48 The Buyer in no way shall be responsible for the violation of any rules by Service provider's personnel while in duty place and commuting on the way.

1.49 The buyer shall have the right to have any personnel removed who is considered to be undesirable.

1.50 Consequent to poor performance of deployed manpower service provider shall immediately

y replace the deployed manpower thereby maintaining service levels and continuity.

- 1.51** In an event of deployed personnel availing leave, a suitable substitute shall be provided by service provider as per mutual understanding with buyer.
- 1.52** Payments to the service provider would be strictly on certification by the officer with whom the person deployed is attached that his services were satisfactory and his attendance certified as per the bill preferred by the service provider.
- 1.53** No remuneration will be paid to any person for the days of absence from duty.
- 1.54** **The** service provider will have to provide the required number of additional persons for a shorter period also. In case of any exigencies as per the requirement of the Metro Railway Administration.
- 1.55** **The** service provider shall provide a substitute in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 1.56** **The** agency on its part and through its own resources shall ensure that the goods, materials and equipment's etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of Railway Administration or mission on part of its employees, etc. if Railway Administration suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the Railway Administration for the same. The agency shall keep Railway Administration fully indemnified against any such loss or damage.
- 1.57** **The Service provider shall maintain an attendance registers in respect of the staff deployed** by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- 1.58** **The** agency should be financially capable to pay the remuneration to the deployed staff without waiting for payments from the Railway.
- 1.59** **On** the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues, In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
- 1.60** **The Service Provider shall disburse the monthly salary of the workers within the first 10 Days of the preceding month. Penalty will be charged Rs. 5000/- from the monthly bill if not paid accordingly as advised by competent authority. Continuation of this delay up to 2 months may result further penalty as per competent authority.**

1.61 **Provision of Penalty :-**

- i. In case the jobs entrusted / assigned to the Contractor are not done to the satisfaction or not in accordance with the requirement of the Hospital Authority, the Contractor shall be liable to repeat, change, make good and in default the Contractor shall compensate Metro Railway the cost of getting the same done, and the contract may also be terminated as a consequence. Failure to depute personnel in designated work leading to disruption of service shall lead to deduction of double of payable *pro rata* charges for the work in addition to imposition of penalty.
- ii. **The Contractor shall indemnify and compensate Metro Railway against any claim, losses, damages, caused due to any wilful Act / Commission / Carelessness / Nuisance / Negligence of the Hospital-based Manpower Outsourcing Service - Fixed Remuneration - Data Entry Operator with Medical Transcriptionist (Skilled) personnel employed by the Contractor while on duty.**
- iii. **The contractor should pay salary to his staff within 10th each month failing which penalty will be imposed as per decision of Hospital Authority.**

1.62 **Price Variation :-**

- i. Price Variation will not be applicable to this tender. The Tenderer has to take into consideration

on this condition while formulating his rates.

- ii. The rate quoted by Tenderer and accepted by Metro Railway shall hold good for the entire contract period and no additional individual claim will be admissible (Unless otherwise expressly stated elsewhere in the Tender Conditions) on account of fluctuation in the market rates, increase in taxes/any other levies/tools etc.
- iii. No cognizance will be given for any sort of fluctuations in taxes and other market conditions etc. (unless otherwise expressly stated elsewhere in the Tender Conditions) for any individual item or the purpose of making adjustments in payments.

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1.63 Arbitration Clauses :-

All disputes and differences of any kind whatsoever arising out of or in connection with the service contract whether during the contract or after the determination of the contract shall be referred by the contractor to the Railway and same will be dealt as per **General Conditions of Contract for services -2018** and correction slips issued in this regard time to time.

1.64 Jurisdiction :-

In case any dispute or difference other than Arbitration shall arise between the parties during the pendency of the contract or after its termination or earlier determination as to its meaning and construction or to any other matter or thing arising directly or indirectly under the contract then and in such as even the same shall be subject to the exclusive jurisdiction of Courts at Kolkata.

1.65 Performance Notice (GCC for service 2018 of Railway) :-

- a. In the event of the above and in any of the said clauses, the Manager on behalf of the Railway may serve the Contractor with a Performance notice as per Annexure-XII in writing to the effect to make good the default as well as initiation of bidding process for the balance service.
- b. Railway reserves the right to float a new tender and invite bids for the delivery of services to replace the Contractor put on notice, from the date on which this notice is served. The existing contractor shall not be allowed to participate in any bid which includes delivery of balance services of subject contract. However, in case the existing contractor's performance has improved to the satisfaction of the Manager, then Railway may terminate the bid proceeding, at any stage of the bid process.
- c. Notwithstanding Railway's initiation of the bidding process, the financial bids shall be opened only after the termination of the subject contract.
- d. After the issue of this notice, the performance of contractor shall be assessed on a monthly basis to the manager. Manager, if satisfied with the improvement in the performance of contractor, may issue a letter of revocation of the performance notice as per **Annexure-XII** if the performance is found unsatisfactory after the first week or thereafter, then Railways will be at liberty to issue the 7 days notice which will be governed by **Section 7.4.2 (GCC- Service 2018)**.

1.66 Penalty and Termination of Contract :-

- (i) **The** Metro Railway Administration reserves the right to terminate the service contract without assigning any reason thereof at any time by giving one calendar month's notice provided that in exigencies decided by Metro Railway Administration the contract may be terminated forthwith and the contractor shall not be entitled to receive any compensation other than refund of Security Deposit without any interest.
- (ii) In the event of failure on the part of the contractor of wilful neglect or refusal to perform the work entrusted to him or any other act of misconduct or breach of contract provisions on the part of the contractor or for violation of any of the terms and conditions of the contract, the Metro Railway Administration shall have the right to terminate the contract at the risk and cost of the contractor and Security Deposit of the contractor shall be forfeited and in such event the contractor may be barred from any further participation in future contracts with Metro Railway.
- (iii) If the contractor desires to **discontinue the service contract, he may do so by giving three (3)**

months' notice to the Metro Railway Administration, and in that event, the full amount of Security Deposit shall be forfeited.

- (iv) In case the agreement is terminated on Administrative grounds, the contractor shall not be entitled to receive any compensation other than the Security Deposit without any interest.
- (v) In case the agreement is terminated on Administrative grounds, the contractor shall not be entitled to receive any compensation other than the Security Deposit without any interest.

1.67 Attachment to ATC Document as Annexure A to E.

Annexure-

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

[To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the tenderer]**

I..... (Name and designation)** appointed as the attorney / authorized signatory of the tenderer (including its constituents), M/S (herein after called the tenderer) for the purpose of the tender documents for the work of _____ as per the tender No. ____ (___railway), do here by solemnly a firm and state on the behalf of the

tenderer including its constituents as under:-

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from the website <https://ger.gov.in> .
I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with railway administrations shall be final and binding on me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the form , statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the documents /credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we understand that if the certificate regarding eligibility criteria submitted by us are found to be forged /false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer)**_____ and all my our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and performance guarantee besides any other action provide in the contract including banning of business for a period of up to five year.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We _____, Proprietor (insert name of the tenderer)** M/s _____ above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

Annexure

(AFFIDAVIT ON A NON-JUDICIAL STAMP PAPER OF S.100/) (DULY NOTARIZED)

1. I/We hereby confirm and declare that my/our firm/company/s is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. deptt. from participating in the tender as on date.
2. I/We hereby confirm and declare that my/our firm/company/s.....has never been terminated/ foreclosed/ reduced/ rescinded with any company i.e. Government Company/Govt. deptt./ PS etc.
3. I/We hereby confirm and declare that my/our firm/company/s.....has never been put on defaulter list by EPF/ESI/Service Tax/Labour Deptt. etc.
4. I/We hereby confirm and declare that my/our firm/company/s is/are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years.
5. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is/are found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of the RAILWAY ADMINISTRATION. Besides, RAILWAY ADMINISTRATION shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded, without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.
6. I/We do hereby undertake that none of the Central / State government department / public sector undertaking / other government entity or local body has debarred us for business as on the date of tender submission. Also no work has been rescinded / terminated by RAILWAY ADMINISTRATION after award of contract to us during last 5 years due to our non- performance.
7. I/We do hereby undertake that we have not paid liquidated damages of 10% (or more) of the contract value in a contract due to delay or penalty of 10% (or more) of the contract value due to any other reason during last five years with any Agency/Organization.

I/We know that to swear a false affidavit is crimes under the law and with such knowledge only I have sworn this Affidavit.

(Signature of Authorized Signatory)

DEPONENT

Verified at..... on _____ that the contents of para's 1 to 7 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

Signature of Tenderer (Each member in case of JV)

DEPONENT
(Signature & Seal of Notary)

Note:- Non -submission of Annexure-E will lead to summarization of offer bid.

Annexure

[Ref. clause B. 2.2 of Qualification Criteria]

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

BANK CERTIFICATE

This is to certify that M/s..... is a reputed company with a good financial standing. If the contract for the work, namely..... is awarded to the above firm, we shall be willing to provide overdraft / credit facilities to the extent of ₹to meet their working capital requirements for executing the above contract.

____Sd.____

Name _____ (

Bank: _____

Senior Bank Manager _____

Address _____ of _____ th

Bank _____

Change the text as follows for Joint Venture:

This is to certify that M/s..... who has formed a JV with M/s and..... M/s..... for participation in This bid, is a reputed company with good financial standing.

If the contract for the work, namely..... is awarded to the above joint venture, we

shall be able to provide overdraft / credit facilities to the extent of

Rs.....to M/s..... to meet their working capital requirements for executing the above contract.

[This should be given by the JV members in proportion to their financial participation]

Annexur

PHOTO

(FOR APPLICANT SIGNED BY CONTRACTOR)

POLICE VERIFICATION

Sl. No.	Particulars	
1.	Full name with address	
2.	Parent's Name	
3.	Nationality	
4.	Present address with full with Police Station and District	
5.	Period of residence	
6.	Home/Permanent address with full with Police Station and District	

Declaration (by applicant):

I certify that the following information is correct and complete to the best of my knowledge:

Police certification:

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Signature of applicant

Counter Signed of Authorised signatory with stamp

Date:

Place:

Annexur

UNDERTAKING BY THE ATTENDANT HIRED BY THE CONTRACTOR

-

I have been hired by M/s.
..... to work as an attendant.

I hereby undertake that I fully understand the terms and condition of my employment by
M/s.

I hereby undertake that I fully understand that my employment is temporary and purely on contract basis through the Contractor and shall not confer any right employment in Railway directly or indirectly.

Signature of the Attendant (with date)

17. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of

any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भाग के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will not be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any failure in declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---