



RailTel Corporation of India Ltd.

(A Government of India Enterprise, Ministry of Railways)

Eastern Region,
16th Floor, Chatterjee International Centre
33A Jawaharlal Nehru Road,
Kolkata-700071, West Bengal.
Tele: 033-4400 9999/ 4404 1499 Fax: 033-4404 1490

Tender No: RailTel/Tender/OT/ER/HQ/2015-16/936
Dt.29.032016

Expression of Interest for

**Empanelment of Experienced Service providers for
provision of Technical & Non-Technical manpower
to be engaged under various services/jobs for
RailTel Corporation of India Ltd., Eastern Region**

Cost of Document : 1)Rs. 10500/- Rupees ten thousand five hundred five only)
2) Rs. 11,000/- Rupees eleven thousand only if required by post)

Issued to : _____

INDEX SHEET

Chapter	CONTENTS	Page
1.	Notice Inviting EOI	3 – 4
2.	Format for submitting EOI by the Service Provider	5 - 6
3.	Scope of work, terms & conditions	7 - 21
4.	Evaluation Criteria	22 – 23

RailTel Corporation of India Limited
(A Govt. of India Undertaking of Ministry of Railways)
Eastern Regional office: 16th Floor, Chatterjee International Centre, 33A
Jawaharlal Nehru Road, Kolkata – 700 071

No.RailTel/Tender/OT/ER/HQ/2015-16/936

Dt. 29.03.2016

Notice Inviting Expression of Interest

RailTel Corporation of India Limited (RCIL), a Mini Ratna, fast growing Central PSU under Ministry of Railways invites Expression of Interests (EOI) for empanelling reputed and experienced Manpower Service providers in the domain of services are given in the 'scope of the work' under their own supervision, at Eastern Regional office and its Territory offices, other offices, Maintenance sections over Eastern Region.

Detailed terms and conditions of EOI for providing manpower services and other services are enclosed.

a)	Sale of EOI Documents	29.03.2016
b)	Closing Date of sale of EOI Documents	27.04.2016 up to 15:00Hrs
c)	Receipt of sealed EOI documents.	28.04.2016 up to 15:00Hrs.
d)	Opening of sealed EOI documents.	On 28.04.2016 at 15:30Hrs.
e)	Earnest Money (EMD)	Rs. 3,80,650/- (Rupees Three lakhs Eighty thousand Six hundred Fifty only) .
f)	Cost of each Tender Document (non-refundable) is Rs. 10500/- (Rs. ten thousand five hundred only and if send by post then Rs. 11000/-). The amount may be paid through Bank Draft in favour of "RailTel Corporation of India Limited" payable at Kolkata.	

The EOI document can be collected from the office of **RailTel Corporation of India Ltd., Eastern Region, 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071** at a cost of Rs.10500/- or can be downloaded from RailTel Corporation of India Ltd.'s official website (www.railtelindia.com). If downloaded, a fee of Rs. 10500/- (Rupees five hundred twenty five only), towards the cost of the document, should be paid separately. if sent by post a fee of Rs. 11,000/- (Rupees Eleven thousand only). An Earnest Money Deposit (EMD) of Rs. 3,80,650/- (Rupees Three lakhs Eighty thousand Six hundred Fifty only), should be deposited in the form of Demand Draft (in addition to the DD for Rs. 10500/-, if EOI is downloaded) drawn in favour of "RailTel Corporation of India Limited" payable at Kolkata and submitted along with the proposal in sealed cover. A/C Payee Demand Draft should be drawn on either nationalized bank or schedule bank.

The duly completed proposal will be received in the Eastern Regional Office of RailTel Corporation of India Ltd. at **16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata - 700 071** In case date of opening is declared holiday, the EOI proposals will be opened on the next working day at 15.30 hours. RailTel Corporation of India Ltd. Corporation reserves the right to reject any or all the EOI proposals without assigning any reason(s) thereof.

(N K Singh)
Asst. General Manager/HQ

FORMAT FOR SUBMITTING EOI BY THE SERVICE PROVIDER

(To be submitted on letter head of the firm/agency under signature of the authorized signatory)

1.	Name of the Contracting Company/ Firm/ Agency	:	
2.	Details of Contracting Company/ Firm/ Agency Enclose details of incorporation under Companies Act/ if applicable (attach Memorandum & Article of Association, Agreement deed as applicable)	:	
3.	Address with Telephone & Fax No:	:	
4.	Organisation structure with location details in India and manpower details	:	
5	(a) Annual Turn Over of last 3 financial years (2011-12, 2012-13 and 2013-14) in respect of providing manpower services (b) Audited Balance Sheet and financial statement of last 3 financial years)	:	
6.	Details of services provided in terms of 'man-months per year' during the last three successive years: (Enclose certificates in support of submission like agreement/PF and ESI Challan/Return/ copy of Balance sheet or any other document indicating number of employees engaged along with period. Submission without supportive documents will not be accepted.)	:	
7.	PAN No. (attach copy)	:	
8.	Service Tax Registration No. (attach documentary evidence)	:	
9.	No. of HR experts on the permanent rolls of the agency	:	
10.	Details of satisfactory performance report from clients in Govt./PSU's (Attach documents along with the name of contact person and his/her contact phone number)	:	

11.	Executive Summary about the agency/organization	:	
12.	Copies of the registration certificates, registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration and registration under applicable Labour laws.		
13.	A signed copy (to be signed at each page) of the proposal documents as acceptance of all terms and conditions of the proposal is to be enclosed along with the proposal.		

I/we hereby submit that the information submitted hereby is correct to the best of my/our knowledge & belief. My/our agency/company has not been debarred by any Govt. Deptt./PSU's for any reason in last 3 years. In case of any information/document is found to be false, fake or incorrect, RailTel Corporation of India Ltd. is free to take actions against my/our agency as deemed fit by them. I/we do also hereby declare that I/we are not engaged in any activity, which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.

(Signature of Authorized signatory with Seal)

RailTel Corporation of India Limited
(A Govt. of India Undertaking of Ministry of Railways)
Eastern Regional office: 16th Floor, Chatterjee International Centre, 33A
Jawaharlal Nehru Road, Kolkata – 700 071

Sub: Empanelment of Experienced Service providers for various services/jobs.

RailTel Corporation of India Limited (RCIL), a Mini Ratna, Central PSU under Ministry of Railways invites Expression of Interests (EOI) for empanelling reputed and experienced Manpower Service providers in the domain of services/job to be given in the 'scope of the work' under their own supervision, at Regional office at Kolkata, Territory offices and Project & Maintenance work at various locations of RailTel Corporation of India Ltd., Eastern Region. The contractor should be a legal entity, eligible to enter into contract with RailTel Corporation of India Ltd.

Detailed eligibility & other criteria are given here under:

1.0 SCOPE OF WORK

Services in respect of the following categories of jobs/positions should be ensured by deploying suitable manpower under the supervision of empanelled Manpower service provider:

Srl. No.	HR Requirement	Job Description
1	Personal Assistant/ Secretary	Computer proficient, To handle correspondence, secretarial job and other activities.
2.	Office Assistant	Computer proficient, To handle correspondence, documentation, routine office work, execute orders efficiently, File document/ record management and maintenance, maintenance of stationery and other activities as and when directed.
3.	Office Attendant	Attending ED /GM/ AGM/ DGM and other officials as and when directed.
4.	Accounts Assistant/ Commercial Assistant/ Project Assistant/ Marketing Assistant	Computer proficient with working experience in Accounting software preferably in ERP/ FA & Tally packages. File/document/ record management and maintenance, Data Entry, Data upkeep, and other related work.
5.	Office Assistant (Technical)	Maintenance of OFC based transmission equipment, Power Supply unit, OF cable and other communication equipment installed &

		commissioned by RailTel Corporation of India Ltd. Supervision of OFC cable and copper cable/ power cable splicing/ jointing of cable, installation of communication equipment, Power supply etc.
6.	Front Office Executive/ Receptionist	Fluent in English, Hindi & Bengali, Computer proficient, All activities pertaining to front office. Attending FAX receipt and dispatch of letters, Efficient in handling visitors/ client, work with EPABX system. Other activities as and when directed.
7.	Diploma Engineer (Project /O&M)	Maintenance of OFC based transmission equipment, Power Supply unit, OF cable and other communication equipment installed & commissioned by RailTel Corporation of India Ltd. Supervision of OFC cable and copper cable/ power cable splicing/ jointing of cable, installation of communication equipment, Power supply etc.
8.	Graduate Engineer (Project /O&M)	Maintenance of OFC based transmission equipment, Power Supply unit, OF cable and other communication equipment installed & commissioned by RailTel Corporation of India Ltd.. Supervision of OFC cable and copper cable/ power cable splicing/ jointing of cable, installation of communication equipment, Power supply etc.
9.	IT Executive	Experienced in IT related jobs, Maintenance of IT hardware, LAN, maintenance of software packages at Regional office, Project office and NOC at Kolkata.
10.	Care Taker	Preparing food for guests & other related arrangements, proper maintenance of rooms and kitchen at the guest house, timely payment of electricity bills/recharging, etc.
11.	C A Consultant	Member of Institution Chattered Accounts of India.

12	Helper (for OFC maintenance)	Should have experience in fault localization & splicing of U/G OFC cable.
13.	Splicer (for OFC maintenance)	Should have experience in Maintenance of OFC cable system, including independently fault localization & splicing of U/G OFC cable, understand OFC route diagram, general understanding of OFC communication system.

2.0 EOI DOCUMENT:

The EOI document can be obtained from the office of **RailTel Corporation of India Ltd., 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata - 700 071** at a cost of Rs.10500/- or can be downloaded from RailTel Corporation of India Ltd.'s official website(www.railtelindia.com). A fee of **Rs. 10500/- (Rupees ten thousand five hundred only)**, towards the cost of the document, should be paid in the form of separate A/C payee Demand Drafts drawn in favour of "RailTel Corporation of India Limited" payable at Kolkata.

3.0 GENERAL INSTRUCTIONS:

3.1 The responses should be submitted strictly in the prescribed format along with documents in support of information submitted therein by the responding services provider.

3.2 RailTel Corporation of India Ltd. reserves the right to modify, expand, restrict, scrap, refloat or cancel interests at any stage without assigning any reasons. Any interests received after the stipulated time period or not in accordance with the specified format will be summarily rejected. Delivery of the responses along with documents against the interests will be the sole responsibility of the responding service provider.

3.3 The service provider shall replicate the best recruitment and other Human Resource Management practices prevailing in Govt./PSUs/Reputed organizations.

3.4 The service provider should be engaged in providing manpower services in Eastern part of the India.

4.0 SUBMISSION OF PROPOSAL

4.1 The proposals duly signed on every page shall be submitted in sealed envelopes. The envelopes shall be sealed in an outer envelope bearing the address, Executive Director, RailTel Corporation of India Ltd., Eastern Region, 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata - 700 071. The envelope/packet shall be clearly marked as under:

"Empanelment of Experienced Service providers for various services/jobs for RailTel Corporation of India Ltd., Eastern Region"

"DO NOT OPEN, EXCEPT IN PRESENCE OF TENDER OPENING COMMITTEE."

4.2 The proposal should be signed by a duly authorized representative of the service provider. It shall be certified that the person signing the proposal is empowered to do so on behalf of the contractor. Details of Contracting Company/ Firm/ Agency Enclose details of incorporation under Companies Act/ if applicable (attach Memorandum & Article of Association, Agreement deed as applicable) along with other relevant documents.

4.3 The person signing the proposal or any documents forming part of the proposal on behalf of another or on behalf of a firm shall be responsible to produce a power of attorney duly executed in his favour, stating that he has the authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the proposal fails to produce the said power of attorney, his proposal shall be liable to be rejected without prejudice to any other right of RailTel Corporation of India Ltd. under the law.

Details of Contracting Company/ Firm/ Agency Enclose details of incorporation under Companies Act/ if applicable (attach Memorandum & Article of Association, Agreement deed as applicable)

4.4 The proposal shall be filled in by the service provider neatly and accurately. Any overwriting/correction without authentication, would render the proposal invalid.

4.5 Conditional offers/offers which are not in conformity to the prescribed document will be summarily rejected. All the documents submitted with the proposal are to be furnished duly signed on all pages.

4.6 Delayed or late submission of sealed offers beyond the date and time of opening of tender should be summarily rejected.

5.0 VOLUME OF WORK

5.1 RailTel Corporation of India Ltd. does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract. The present requirement for various services is as under:

S No.	Designation	Requirement
1.	Personal Assistant/ Secretary	05 Nos.
2.	Front Office Executive/ Receptionist	03 Nos.
3.	Accounts Assistant/ Commercial Assistant/ Project Assistant/ Marketing Assistant/ Office Assistant	16 Nos.
4.	Diploma Engineer/ Project Engineer (O&M/ Project)	20 Nos.
5.	Graduate Engineer (O&M/ Project)	14 Nos.
6.	Engineer (NE Project)	17 Nos.
7.	NOC Engineer (MCA)	02 Nos.

8.	IT Executive	01 No.
9.	CA Consultant	01 Nos.
10.	Marketing Executive	02 Nos.
11.	Office Attendant	19Nos.
12.	Semi Skilled Technician (O&M Works)	02 Nos.
13.	Helper(O&M Works)	03 Nos.
14.	Care taker	0 No.

Total Requirement : 105 Nos.

5.2 The contract agreement with the service provider for delivery of the services through deployed resources shall be for **two years** which may be extended or short terminated at the discretion of RailTel Corporation of India Ltd..

5.3 The emoluments to be paid to deployed resources by the service provider are fixed by RailTel Corporation of India Ltd. The emoluments so fixed are always kept above the Minimum wages prescribed by the State Government. The present total Annual expenditure, excluding service charges and service tax is estimated to be **Rs. 461.2 lacs, as per the number and category of resources deployed, as mentioned in table above.**

5.4 In case, the service provider wishes to provide any insurance coverage or any other social security benefits to its personnel, it should be indicated whether its cost shall be borne by the service provider or is to be borne by RailTel Corporation of India Limited.

5.5 **Performance Bank Guarantee** will be equal to 5% of contract value, to be paid through Banker's Guarantee Bond in favour of "RailTel Corporation of India Limited" for due fulfillment of the contractual obligations which is refundable on completion of the contract after deducting, if required, any pecuniary loss arising out of non compliance of any of the statutory provisions of labour law. Performance bank guarantee will be issued by any nationalized bank or any schedule bank in favour of RailTel Corporation of India Ltd.

5.6 The EMD of the successful bidder will be adjusted into initial security deposit Non interest bearing(5% of the contract value). Balance security deposit shall be deducted at the rate of 10% from each of the running bill of the contractor till the realization of full amount of security deposit as per contract.

5.7 The sealed proposal should reach RailTel Corporation of India latest by 15:00 Hrs on 28.04.2016.

6.0 PRE-QUALIFICATION CRITERIA FOR SERVICE PROVIDERS

6.1 The service providers who desire to submit response to this EOI must have provided services for **at least 500 man- month** in India during last three years.

6.2 The service provider should have local Office at Kolkata to ensure satisfactory fulfillment of contractual obligations. The service providers having good track record, manpower capacity and relevant experience are eligible to apply.

6.3 The service provider should have valid registration certificates, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration and PAN Card, VAT Registration certificate, and registration under applicable labour laws and should submit copy of the same.

6.4 A copy of latest EPF return submitted by the service provider, should be furnished. Non-fulfillment of EPF deduction may invite 10% deduction on every Bill.

6.5 The service provider should be in this line of business of providing manpower services should have completed till the date of opening of tender in the last three financial year (i.e current year and three previous financial year)

At least one completed similar works for a minimum combined value of 35% of the advertised tendered value of the work.

Or

Two complete similar works for a minimum value of 20% of the advertised Tender Value each .

6.6 The service provider should have received total contract amount of at least 150% of the advertised Value [i.e. Rs. 691.8/- (Rupees Six hundred Ninty one point eight) Lacs] of Work during the last 3 financial years.

6.7 The service provider should provide the details of the organizations/firms to which they have supplied manpower in the last 3 financial years (2012-2013, 2013-2014 and 2014-2015) in the following format-

S. No.	Name of the organization	Contract No. and date	Value of the contract	Period of the contract	No. of Manpower Resources	Man-Months supplied	Contact person of that organization with Tele No. & mail ID.(updated)

6.8 The Service provider should unconditionally accept the terms and conditions contained in this EOI.

6.9 The Offer so made by the service provider, shall remain valid for a minimum period of 60 (sixty) days from the date of opening of proposal documents.

7.0 EARNEST MONEY DEPOSIT (EMD)

The Service provider shall furnish an EMD by way of A/C payee demand draft in favour of '**RailTel Corporation of India Limited**' payable at Kolkata for an amount of Rs. 3,80,650/- (Rupees Three lakhs Eighty thousand Six hundred Fifty only) at the time of submission of proposal. The EMD of unsuccessful participant will be refunded without interest on finalization of the EOI. The EMD of the selected Service Provider will be adjusted against the Security Deposit.

8.0 EVALUATION CRITERIA

8.1 The handling/service charges will be 5% (including 0.5% of the supervisory charges) of the remuneration payable to the personnel deployed. The eligible service provider that agrees to total handling/service charges of 5% will be considered for short listing by RailTel Corporation of India Ltd..

8.2 Empanelment will be based on aggregate of marks assigned to the agency with reference to their turnover in field of manpower services, number of man-months of service provided in last three years, value of work completed satisfactorily and area of manpower services being provided, based on evaluation of their submission, as indicated in **Annexure-1** of this Expression of Interest (EOI) document.

9.0 AWARD OF CONTRACT

9.1 The contract shall be awarded to the Service Provider, by conveying acceptance of the proposal by RailTel Corporation of India Ltd. through registered post/speed post/Courier Service. Negotiation with the service provider, if needed, will be done before award of contract.

9.2 All the terms and conditions as stated in the proposal documents, appendices and acceptance conveyed by RailTel Corporation of India Ltd. will constitute the contract between the service provider and RailTel Corporation of India Ltd.

9.3 The selected service provider(s) is/are expected to commence the assignment on the date of the work order to be issued by RailTel Corporation of India Ltd. as per its requirement and on the terms & conditions specified.

10.0 FORCE MAJEURE

10.1 For the purposes of this Contract, "Force majeure" means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a party and which makes a Party's performance of

its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

10.2 The obligations of RailTel Corporation of India Ltd. and the Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

10.3 The failure of a party (RailTel Corporation of India Ltd. or the service provider) to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:-

- (a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) Has informed the other party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 60 days.

10.4 Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

10.5 The service provider is entitled to the payments for the portion of the work already completed before the happening of any event constituting Force Majeure culminating in termination of contract. Decision of RailTel Corporation of India Ltd. in this regard will be final.

11.0 INDEMNITY

11.1 The Service Provider hereby agrees to keep indemnified and shall keep indemnified and hold harmless, RailTel Corporation of India Ltd. and its Directors, officers and employees from and against all and any claims, demands, etc.

11.2 That the Service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by its employees and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the service provider, then the service provider shall be liable to reimburse this office for the same. The service provider shall keep this office fully indemnified against any such loss or damage. For any accident/ casualty occurred during the course of working to any staff engaged by the service provider, the responsibility will remain with the service provider. For any accident or casualty occurred during the course of working to any staff deployed by the service provider, the liability that will arise out of the accident/incident will be borne by the service provider and this office will in no way be responsible for the same or any other clause mentioned above.

12.0 OTHER TERMS & CONDITIONS

12.1 Any changes/deviations in the terms of the document can only be made in writing and by mutual agreement. This contract, its meaning and interpretation, and the

relation between the parties shall be governed by the laws of India for the time being in force.

12.2 Any notice, request, or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post/courier service to an authorized representative of the Party.

12.3 The Services shall be performed at such locations as specified by RailTel Corporation of India Ltd. from time to time.

12.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by RailTel Corporation of India Ltd. or the service provider, may be taken or executed by the officials authorized.

12.5 Unless otherwise specified, the Service provider and their deployed personnel shall pay such taxes, duties, fees etc. as may be levied under Central/State Law and same will not be reimbursed by RailTel Corporation of India Ltd..

12.6 RailTel Corporation of India Ltd. reserves the right to modify, expand, restrict, scrap and refloat the EOI without assigning any reasons.

12.7 Service providers with proven track records in their areas may send their responses along with required documents to qualify themselves as detailed in prequalification criteria within the stipulated time frame.

13.0 COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT –EFFECTIVENESS OF CONTRACT

13.1 Commencement of Services

This Contract shall come into effect from the date of issuance of letter of intent by RailTel Corporation of India Ltd. The selected service provider is expected to commence the assignment on the date and at the location to be specified in the work order to be issued by RailTel Corporation of India Ltd. as per its requirement. If the Service provider fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.

13.2 Expiration of Contract

Unless terminated earlier, the contract shall expire at the end of such time period after the effective date as specified in para 5.2 above.

13.3 Modification

After award of the contract, any minor changes in the modus of implementation can be agreed to, mutually in writing.

13.4 Subletting

The Service provider shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Service provider contravening this condition, RailTel Corporation of India Ltd. shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the service provider. In such case the security deposit of the selected service provider, will be forfeited.

14.0 TERMINATION

1) By Corporation (RailTel Corporation of India Ltd.)

RailTel Corporation of India Ltd. may terminate the contract, by giving 7 (seven) days written notice of termination to the service provider, to be given after the occurrence of any of the events specified below in clauses (a) to (c) & (e), sixty (60) days in the case of the event referred to in clause (d).

- (a) If the service provider commits breach of any condition of the contract or do not remedy/rectify a failure in the performance of their obligations under the contract.
- (b) If the service provider becomes insolvent and bankrupt.
- (c) If as the result of Force Majure, the service providers are unable to perform a material portion of the Services for a period not less than sixty (60) days; or
- (d) If RailTel Corporation of India Ltd., in its sole discretion, decides to terminate this Contract.
- (e) If the service provider or its employees/agents indulges in any malpractice relating to providing the outsourcing of the services.

In the event of termination on account of unsatisfactory service or in violation of any of the terms & conditions of contract, Security Deposit shall stand forfeited in addition to black listing of service provider for a period of 2 years. This will be in addition to any other action that RailTel Corporation of India Ltd. may deem fit in the facts and circumstances of the case.

2) By Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to RailTel Corporation of India Ltd. if it fails to pay any undisputed amount due to the Service provider under the Contract, provided that if RailTel Corporation of India Ltd. pays such amount within notice period such termination notice shall become in fructuous.

15.0 PAYMENT UPON TERMINATION

RailTel Corporation of India Ltd. at its sole discretion may decide & pay remuneration for services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the service provider.

16.0 OBLIGATIONS OF THE SERVICE PROVIDER

16.1 The service provider shall perform the services and carry out their obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate technology, safe and secured methods. The service provider shall always act, in respect of any matter relating to this Contract or to the services, as faithful advisers to RailTel Corporation of India Ltd., and shall at all times support and safeguard RailTel Corporation of India Ltd.'s legitimate interests in dealings with the third parties.

16.2 Statutory Compliances & Labour Laws:

Compliance of labour laws, Payment of Minimum Wages Act, workman's Compensation Act, EPF/ESI provisions and any such statutory provisions viz-a viz the employee would be the responsibility of the service provider/contractor and the Contractor shall submit a certificate of the compliance thereof to RailTel Corporation of India Ltd.. The invoice for a particular month must be accompanied by the documentary proof towards the above for the previous month.

16.3 Preference for Aadhar Card Holder for employment & Payment through Aadhar payment Bridge

As per the latest guidelines from Department of Public Enterprise, in employment of manpower to be deployed for the delivery of services with RailTel Corporation of India Ltd., preference is to be given to the candidates/employees who either have or have applied for Aadhar Card/Number to establish their genuineness. And payments to be made to these deployed manpower, through Aadhar Payment Bridge only.

17.0 THE SERVICE PROVIDER NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, RECRUITMENT FEE ETC.

17.1 The service provider shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with the activities under the Contract, and the service provider shall use their best efforts to ensure that their deployed personnel's or agents too shall not receive any such payment/benefit.

17.2 Neither the service provider nor their deployed personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.

17.3 All transactions between the service provider and third parties shall be carried out as between two principals without reference in any event to RailTel Corporation of India Ltd. The service provider shall also undertake to make the third parties fully aware of the position aforesaid.

17.4 Service provider shall be liable to pay damages to RailTel Corporation of India Ltd. for any losses, costs and expenses including litigation expenses incurred by RailTel Corporation of India Ltd. due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

17.5 The service provider shall give detailed descriptions of the services to be performed, period for completion of various tasks, different tasks, specific tasks, etc. to be approved by RailTel Corporation of India Ltd.

18.0 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Each party shall not without prior written consent of the other party at any time divulge or disclose to any person or use for any purpose **unconnected with the implementation of the project, any information** concerning the project, the services, proprietary material except to their respective officers, directors, employers, agents, representatives and professional advisors **on a need to know basis** or as may be required by any law, rule, regulation or any judicial process.

This Clause shall not apply to information:

- 1) Already in public domain, otherwise than by breach of this agreement.
- 2) Already in the possession of the receiving party before it was received from the other party in connection with this agreement and which was not obtained under any obligation of confidentiality.
- 3) Obtained from a third person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

19.0 THE SERVICE PROVIDER SHALL OBTAIN RAILTEL CORPORATION OF INDIA LTD.'S PRIOR APPROVAL IN WRITING WHEREVER NECESSARY.

Documents prepared by the service provider and their deployed personnel are to be the property of the RailTel Corporation of India Ltd. All plans, charts, specifications, designs, reports, and other documents/ software submitted by the service provider shall become and remain the property of RailTel Corporation of India Ltd., and the service provider shall, not later than upon termination or expiration of the contract, deliver all such documents and software to RailTel Corporation of India Ltd., together with a detailed inventory thereof. The Service provider may retain a copy of such documents and software provided the future use of these documents, if any, shall be subject to the prior written approval of RailTel Corporation of India Ltd.

20.0 REMOVAL AND/OR SUBSTITUTION OF DEPLOYED PERSONNEL

20.1 If RailTel Corporation of India Ltd. finds that any of the personnel deployed by the service provider for the various services, has, 1) committed serious misconduct or has been charged with having committed a criminal action, or 2) RailTel Corporation of

India Ltd. has reasonable cause to be dissatisfied with the performance of any of the deployed personnel in ensuring the proper services, then the service provider shall, at RailTel Corporation of India Ltd.'s written request specifying the grounds thereof shall provide suitable substitute of the personnel.

20.2 The service provider shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of personnel.

21.0 LIABILITY FOR DEPLOYED PERSONNEL

21.1 All persons deployed, in ensuring services with RailTel Corporation of India Ltd., by the service provider shall be engaged by them as their own employees/workers in all respects and the responsibility under any statutory enactments in respect of all such personnel shall be that of the service provider. The service provider shall indemnify RailTel Corporation of India Ltd. against all claims whatsoever arising in respect of the said personnel under any statute/law in force.

21.2 The agency should verify/ascertain ensure before deploying a outsource resources regarding his satisfactory character& antecedent records.

22.0 OBLIGATIONS OF THE CORPORATION

RailTel Corporation of India Ltd. shall provide the service provider such reasonable assistance as may be required in order to carry out the assignment.

23.0 PAYMENTS TO THE SERVICE PROVIDER

The consideration will be paid by RailTel Corporation of India Ltd. to the service provider against monthly invoices raised at the end of each month for the services provided, by the service provider in duplicate. Such payments shall be made within fifteen days of the receipt of the said invoices. TDS will be deducted @ 2% on the entire Bill value (including Tax). The consideration aforementioned is all inclusive and no other amounts will be payable to the service provider by RailTel Corporation of India Ltd. on any account whatsoever, unless otherwise specifically as agreed to in writing.

24.0 CORRUPT OR FRAUDULENT PRACTICES

24.1 RailTel Corporation of India Ltd. expects the highest standard of ethics during the selection and executions of such contracts. In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "Fraudulent Practice" means misrepresentation or omission of facts or submission of fake/forged documents in order to influence a selection

process or the execution of a contract to the detriment of RailTel Corporation of India Ltd.

- c) “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of contract.

24.2 It is further provided that RailTel Corporation of India Ltd. will reject the proposal, forfeit the EMD and ban the service provider for a period of 2 years if it is found that the service provider has engaged in corrupt or fraudulent activities incompetent for the contract in question. RailTel Corporation of India Ltd. shall be free to take any other action also.

24.3 RailTel Corporation of India Ltd. reserves the right to inspect the accounts and records of the service Provider relating to the performance of the contract and to have them audited by auditors appointed by RailTel Corporation of India Ltd.

25.0 SCOPE OF SERVICE

In performing the terms and conditions of the Contract, the service provider shall at all times act as an Independent service provider. The contract does not in any way create a relationship of principal and agent between RailTel Corporation of India Ltd. and the service provider. The service provider shall not act or attempt or represent itself as an agent of RailTel Corporation of India Ltd.. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The deployed personnel/employees of the service provider shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employee of RailTel Corporation of India Ltd.

26.0 LEGAL

26.1 The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, provident fund and employees state insurance etc. in respect of the persons deployed by it in RailTel Corporation of India Ltd.

26.2 The tendering agency shall also be solely liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the RailTel Corporation of India Ltd. to the concerned tax collection authorities from time to time as per extant rules and regulation of the matter.

26.3 The tendering agency shall maintain statutory registers under the applicable laws. The agency shall produce the same, on demand, to the concerned authority of the

RailTel Corporation of India Ltd. Corporation of India Ltd. or any other authority under law.

26.4 Tax Deduction at Source (TDS) shall be deducted as per the provision of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by RailTel Corporation of India Ltd. in due course of time.

26.5 In case, the tendering agency fails to comply with any statutory /taxation liabilities under appropriate law, and as a result thereof, RailTel Corporation of India Ltd. Corporation of India Ltd. is put to any loss/obligation monetary or otherwise, the RailTel Corporation of India Ltd. will be entitled to get itself reimbursed out of the outstanding bill or the performance Security Deposit of the agency, to the extent of the loss of the loss or obligation in monetary terms.

27.0 ARBITRATION

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event of Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in English language and the venue of the arbitration shall be at Gurgaon/spot to be mentioned. The arbitration shall be as per Arbitration and Conciliation Act.

28.0 JURISDICTION

The Parties hereby irrevocable consent to the **sole jurisdiction of the Courts of Delhi** only in connection with any actions or proceedings arising out of or in relation to this proposal.

Asst. General Manager (HQ)
for & on behalf of RailTel Corporation of India Ltd.

Annexure - 1

Empanelment of agencies for providing manpower services Evaluation Criteria

S. No.	Parameter	Documents Required	Marks
1	Turnover	Audited Balance Sheet and CA Certificate	
	Turnover of the Company from providing manpower services during the last 3 Financial years (2012-13, 2013-14 and 2014-15)		
	More than 20 crore		25
	More than 15 Crore and less than 20 Crore		20
	More than 10 Crore and less than 15 Crores		10
	2 Crore to 10 Crores		05
2	Value of the work completed satisfactorily	Audited Balance Sheet and Satisfactory completion Certificate.	
	Value of a similar work (providing manpower service) satisfactorily completed during the last 3 Financial years (2012-13, 2013-14 and 2014-15)		
	More than 1 Crore		25
	More Than 80 Lakh and less than 1 Crore		20
	More than 60 Lakh and less than 80 Lakh		10
	42 Lakh to 60 Lakh		05
3	Services in terms of Man-Months	Certificates from organizations presently being served, stating no. of manpower provided and for the duration, in each in last 3 years	
	Should have provided manpower services of at least 500 man-months in the last three years.		
	More than 2000 man-months		25
	1501 to 2000 man-months		20
	801 to 1500 man-months		10
	500 to 800 man-months		05

S.No.	Parameter	Documents required	Marks
4	Area where manpower services are being provided now	Certificate from the Client along with the name of the contact person and his contact phone number (updated)	
	Kolkata, Guwahati, Patna, Bhubaneswar		25
	Kolkata, Guwahati, Patna		20
	Kolkata, Guwahati/ Patna		15
	Kolkata		10