

No.RCIL/ED/NR/Outsourced/75 Pt.

Dated 06.12.2016

Sub: Empanelment of Two Experienced Service providers for various services/jobs- Expression of Interest therefor.

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 given in the 'scope of the work' under their own supervision, at Regional Office of RailTel Corporation of India Ltd. at **6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053.**

Detailed terms and conditions of EOI for providing manpower services to the Regional Office of RailTel Corporation are enclosed. The EOI document can be obtained from the office of **6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053**, at a cost of Rs.5250/- or can be downloaded from RailTel's official website (www.railtelindia.com). If downloaded, a fee of Rs. 5250/- (Rupees Five Thousand Two Hundred Fifty only), towards the cost of the document, should be paid separately. An Earnest Money Deposit (EMD) of Rs. 19,45,200/- (Rs. Nineteen lacs forty five thousand and two hundred Only), should be deposited in the form of Demand Draft (in addition to the DD for Rs.5250/-, if EOI is downloaded) drawn in favour of "RailTel Corporation of India Limited" payable at New Delhi and submitted along with the proposal in sealed cover.

The duly completed proposal will be received in the Regional Office of RailTel Corporation of India Ltd. at **6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053**. till 15.00 hours of 30.01.2017 and the same will be opened on the same date at 15.30 hours at the same place. In case 30.01.2017 is declared holiday, the EOI proposals will be opened on the next working day at 15.30 hours. RailTel Corporation reserves the right to reject any or all the EOI proposals without assigning any reason(s) therefor.

(Ujjwal Shukla)
Asstt. General Manager/P&A
For Executive Director/NR

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 Agency:
- 2) Address with Telephone & Fax No:
- 3) Details of incorporation under Companies Act (attach Memorandum & Article of Association, Certificate of Incorporation)
- 4) Organisation structure with location details in India and manpower details
- 5) Annual Turn Over of last 3 financial years (2013-14, 2014-15 and 2015-16) in respect of providing manpower services (also enclose audited Balance Sheet and financial statement of last 3 years)
- 6) Details of services provided in terms of 'man-months per year' during the last three 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 alongwith 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 PAN Card, VAT Registration certificate, 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 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)
Regional office: 6th Floor, Block-III, Delhi IT Park,
Shastri Park, Delhi-110053.

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

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 given in the 'scope of the work' under their own supervision, at Regional Office of RailTel Corporation of India Ltd. at **6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053.**

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:

1. **Personal Assistant/Secretary:** Secretarial job and outdoor/liaison and other activities as and when directed.
2. **Receptionist:** All activities pertaining to front desk, attending to fax, issue and dispatch, assisting ED's personal secretariat and other related activities as and when directed.
3. **Office Assistant/HR Executive:** File document/Record management and maintenance, Maintenance stationery and other activities as and when directed.
4. **Account Assistant/Finance Executive:** File document/Record management of Finance and other activities as and when directed.
5. **Chartered Accountant:** Finance management and other activities as and when directed
6. **Non- Technical Supervisor (Protocol Duties):** All protocol duties and liaising with other department.
7. **Consultant Engineer:** All activates pertaining to operation and maintenance of outdoor plant and indoor equipment.

8. **Electrician:** Maintenance of all electrical fitting, equipment, AC system and other activities as and when directed.
9. **Peon:** Attending to ED/GM's/DGM's and other nominated officers and other activities as and when directed.
10. **Panty Boys & House Keeping Boys:** Duty of cleaning office and washing the toilets, preparation tea etc. and service of tea and snacks and any other work assigned by his senior.
11. **Helper/Labour/Patroller:** Any job as per instructed by site incharge.
12. **Marketing Executive:** Assisting in activity pertaining to business of company.
13. **Helpdesk Executive:** Interface between customer and executives.
14. **Splicer:** To assist in proper maintenance of OFC.

PLACE OF POSTING : Anywhere in Northern Regional Office/Field in RailTel Company at 6th Floor, Block-III Delhi IT Park, Shastri Park, Delhi-110053.

2.0 EOI DOCUMENT:

The EOI document can be obtained from the office of **RailTel Corporation of India Ltd., 6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053.** at a cost of Rs. 5250/- or can be downloaded from RailTel's official website(www.railtelindia.com). A fee of Rs. 5250/- (Rupees Five Thousand Two hundred Fifty only), towards the cost of the document, should be paid in the form of separate Demand Drafts drawn in favour of "RailTel Corporation of India Limited" payable at New Delhi and submitted along with the proposal in sealed cover.

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 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 **Northern Region, New Delhi** of RailTel Corporation of India Ltd and it's territories (DLI,JP,CDG & LKO) and the states covered under the territories viz Delhi, Uttar Pradesh, Haryana , Punjab, Bihar, Rajasthan, Uttrakhand, Himachal Pradesh, Chandigarh & Madhya Pradesh etc.

4.0 SUBMISSION OF PROPOSAL

4.1 The proposals duly signed on every page including annexure/appendices shall be submitted in sealed envelopes. The envelopes shall be sealed in an outer envelope bearing the address, **Asstt. General Manager (O&M/P&A),RailTel Corporation of India Ltd., (A Govt of India Enterprise), 6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053**. The envelope/packet shall be clearly marked as under:

“PROPOSAL FROM SERVICE PROVIDER FOR MANPOWER SERVICES ON HIRING BASIS”

“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION 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 Company. A copy of the Memorandum and Articles of Association of Company shall be attached to the proposal, alongwith 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 summarily rejection without prejudice to any other right of RailTel under the law.

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.

5.0 VOLUME OF WORK

5.1 RailTel 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:

Posts	Number of staff (Tentative)	Posts	Number of staff (Tentative)
Receptionist	1	Electrician	5
Personal Assistant	4	Chartered Accountant	2

Consultant Engineer	73	Pantry boys	4
Office Assistant	4	Helper/Labour/Patroller	46
Peon/attendants	7	Assistant Splicer	4
Splicer	15	Account Assistant	2
Technician	2	Hartron	48
Marketing Executive	6	-	-

Total Posts = 224

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 closed at the discretion of RailTel Corporation.

5.3 The emoluments to be paid to deployed resources by the service provider are fixed by RailTel itself. The emoluments so fixed are always kept above the Minimum wages prescribed by the Delhi State Government. The present total Annual expenditure, excluding service charges and tax is estimated to be **Rs. 4,86,30,000, as per the number and category of resources deployed, as mentioned in table above. Accordingly the value of the contract for two years is Rs.9,72,60,000/-.**

5.4 In case, the service provider is/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 The successful contracting service provider will have to deposit 5% of value of the contract as **Security Deposit**, through Demand Draft or Banker's Guarantee Bond in favour of "RailTel Corporation of India Limited" for due fulfillment of the contractual obligations which is refundable without any interest thereon on termination of the contract after deducting, if required, any pecuniary loss arising out of non compliance of any of the statutory provisions of labour law.

5.6 The sealed proposal should reach RailTel Corporation of India latest by 1500 Hrs on 30/01/2017.

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 New Delhi/NCR/Northern Region 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/ESI return submitted by the service provider, should be furnished. Non-fulfillment of EPF/ESI deduction may invite 10% deduction on every Bill.

6.5 The service provider should be in this line of business of providing manpower services for at least 3 years from the date of opening the tender. The service provider should produce satisfactory work completion certificate of at least one similar single work (providing manpower services), for a minimum value of 35% of Advertised Value of Work in the last 3 financial years (2013-14, 2014-15 and 2015-16).

6.6 The service provider should have received total contract amount of at least 150% of the advertised Value of Work during the last 3 financial years (2013-14, 2014-15 and 2015-16).

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 (2013-14, 2014-15 and 2015-16) 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.

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 days from the last date of submission of proposal documents.

7.0 EARNEST MONEY DEPOSIT (EMD)

The Service provider shall furnish an EMD by way of demand draft in favour of 'RailTel Corporation of India Limited' payable at New Delhi for an amount of **Rs. 19,45,200/- (Rs. Nineteen lacs forty five thousand and two hundred Only)** by each empanelled service providers at the time of submission of proposal. The EMD of unsuccessful participant will be refunded without interest within a period of 60 days of opening of proposal. The EMD of the selected Service Provider will be adjusted against the Security Deposit.

The earnest money should be in any of the following forms:

7.1 The EOI shall be required to deposit earnest money with the EOI for the due performance of the stipulation to keep the offer open till such date as specified in the EOI under the conditions of EOI.

(a) The earnest money shall be 2% of the estimated EOI value.

(b) The EOI shall hold the offer open till its validity. It being understood that the EOI documents have been sold/issued to the service providers and the service providers has been permitted to EOI in consideration of stipulation on his part, that after submitting his EOI he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to RailTel. If the service providers fails to observe or comply with the foregoing stipulation the aforesaid amount deposited as earnest money shall be liable to be forfeited by the RailTel.

(c) If his EOI is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract. The Earnest Money of other service providers shall, save as herein before provided, be returned to them, but RailTel shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

7.2 The earnest money should in any of the following forms.

7.2.1 Demand drafts. These forms of earnest money could be either of the State Bank of India or of any of the nationalized banks. No confirmatory advice from the Reserve Bank of India will be necessary.

7.2.2 Demand Drafts shall be drawn in favour of RailTel Corporation of India Limited, payable at New Delhi and endorsed "Account Payee".

7.2.3 The bid guarantee / earnest money may be forfeited.

- 7.2.4 If a service providers withdraws its EOI during the period of EOI validity. In the case of successful service providers, if the service providers fails to Sign the contract.
- 7.2.5 The Earnest Money of unsuccessful service providers will save as herein before provided, be returned within reasonable time to the unsuccessful service providers but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the EOI documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 7.2.6 Expression of Interest not accompanied by Earnest Money will be summarily rejected.

8.0 EVALUATION CRITERIA

8.1 The handling/service charges will be 3% (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 3% will be considered for short listing by RailTel.

8.2 Empanelment will be based on aggregate of marks assigned to the agency with reference to their turnover in field of manpower services during 2015-16, 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 through registered /speed post/ courier. 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 will constitute the contract between the service provider and RailTel.

9.3 The selected service provider(s) is/are expected to commence the assignment on the date work order to be issued by RailTel as per its requirement & 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 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 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 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 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 it or any other clause mentioned above.

12.0 OTHER TERMS & CONDITIONS

12.1 Any changes 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 to an authorized representative of the Party.

12.3 The Services shall be performed at such locations as specified by RailTel 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 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.

12.6 RailTel 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.

12.8 Service providers have to provide appointment letter, photo Identity cards,ESI cards, payslip of each month to the manpower supplied to RailTel on hired basis, employed by him/her for carrying out the work of RailTel. Service providers will ensure for the same before the supply of manpower to RailTel.

12.9 The remuneration payable to all outsourced staff deployed by service providers will be decided by RailTel Corporation and service providers shall pay the monthly salary/allowances etc if any as advised by RailTel Corporation of India Ltd. Salary/allowances if any are to be disbursed by service providers strictly as per the directives of RailTel Corporation. The allowance/arrear if any may be of past period has to be disbursed by service providers as directive by RailTel. The PF/ESI contributions in respect of both employee and Employer's contributions also will be decided by RailTel Corporation.

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. 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 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.

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 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)

RailTel 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) through (c), and 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, 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 unsatisfactory service or in violation of any of the terms & conditions of contract, SD (Security Deposit) shall stand forfeited in addition to banning of service provider for a period of 2 years. This will be in addition to any other action that RailTel 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 if it fails to pay any undisputed amount due to the Service provider under the Contract, provided that if RailTel pays such amount within notice period such termination notice shall become infructuous.

15.0 PAYMENT UPON TERMINATION

RailTel 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 and safe 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, and shall at all times support and safeguard RailTel'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. 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, 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 ETS.

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. 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 for any losses, costs and expenses including litigation expenses incurred by RailTel 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.

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'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. All plans, charts, specifications, designs, reports, and other documents and software submitted by the service provider shall become and remain the property of RailTel, and the service provider shall, not later than upon termination or expiration of the contract, deliver all such documents and software to RailTel, 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.

20.0 REMOVAL AND/OR SUBSTITUTION OF DEPLOYED PERSONNEL

20.1 If RailTel 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 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'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, 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 against all claims whatsoever arising in respect of the said personnel under any statute/law in force. The service providers shall also engage the existing the staff already working in RailTel on the roll of the firm.

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 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 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 as per prevailing rates excluding service tax amount. The consideration aforementioned is all inclusive and no other amounts will be payable to the service provider by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

24.0 CORRUPT OR FRAUDULENT PRACTICES

24.1 RailTel 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.
- 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 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 in competent for the contract in question. RailTel shall be free to take any other action also.

24.3 RailTel 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.

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 and the service provider. The service provider shall not act or attempt or represent itself as an agent of RailTel. 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 employees of RailTel.

26.0 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 **New Delhi**. The arbitration shall be as per Arbitration and Conciliation Act.

SETTLEMENT OF DISPUTE AND ARBITRATION

26.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

26.2 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be by the Managing Director of RailTel Corporation of India Limited. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Managing Director/ RailTel shall furnish a panel of three names to the contractor, out of which contractor will recommend one name to be his nominee and then Managing Director /RailTel shall appoint out of the panel one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding arbitrator. The award of the Sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel.

Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

27.0 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.

Asstt. General Manager (P&A)
For & on behalf of RailTel

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 (2013-14, 2014-15 and 2015-16)		
	More than 20 crore		25
	More than 15 Crore and upto Rs. 20 Crore		20
	More than 10 Crore and upto Rs. 15 Crores		10
	8.5 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 (2013-14, 2014-15 and 2015-16)		
	More than 5 Crore		25
	More Than 2.5 Crore and less than 3.5 Crore		20
	More than 2.50 Crore and less than 3.5 Crore		10
	2.00 Crore to 2.5 Crore		05
3	Services in terms of Man-Months	Certificates from organisations presently being served, stating no. of manpower provided and for the duration, in each in last 3 years	
	Should have provided manpower services of atleast 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 alongwith the name of the contact person and his contact phone number.	
	Northern Region - Delhi		25
	Jaipur, Chandigarh & Lucknow Territories		10
	Other than above		05