

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
(Ministry of Railways)

EXPRESSION OF INTEREST (EOI)

for

Empanelment of Experienced Man-power Service
providers for providing various services / jobs in
Mumbai, Ahmedabad & Bhopal Territories of RailTel
Corporation of India Ltd, Western Region

RailTel/Tender/OT/WR/Manpower/2016-17/27

Date: 15.03.2017

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No. RailTel/Tender/OT/WR/Manpower/2016-17/27

Dated 15.03.2017

Notice Inviting EOIs

Sub: Empanelment of Experienced Man-power Service providers for providing various services / jobs in Mumbai, Ahmedabad & Bhopal Territories of RailTel Corporation of India Ltd, Western Region.

RailTel Corporation of India Limited (RAILTEL), a Mini Ratna, fast growing Central PSU under Ministry of Railways invites open EOI for **Empanelment of Experienced Manpower Service providers for providing various services related to man power supply in Mumbai, Ahmedabad & Bhopal Territories of RailTel Corporation of India Ltd, Western Region** in the domain of services given in the 'scope of the work' under their own supervisions.

	Ahmadabad Territory	Bhopal Territory	Mumbai Territory
Approx Cost of Work	Rs.18200000/- pa	Rs.7176000/- pa	Rs.27170000/- pa
EMD Amount*	Rs.364000/-	Rs.143520/-	Rs.543400/-

1	Beginning of Sale of EOI Documents	From 15.03.2017
2	Closing of sale of EOI Documents	17.04.2017 upto 12.00 Hrs
3	Receipt of sealed EOI documents	17.04.2017 upto 15.00 Hrs
4	Opening of sealed EOI documents.	17.04.2017 at 15.30 Hrs
5	Address for submitting the Bid	RailTel Corporation of India Ltd, Western Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi (W) Mumbai – 400 013.
6	Website Address for downloading EOI	www.railtelindia.com
7	Cost of Tender Document is Rs.2100/-* (Rs. Two Thousand One Hundred only) to be downloaded from website. The amount may be paid separately for each Territory if applying for more than one territory, through Bank Draft in favour of "Railtel Corporation of India Ltd, payable at Mumbai".	
8	EMD amount as applicable per Territory may be paid through Bank Draft in favour of "Railtel Corporation of India Ltd, payable at Mumbai".	

The eligibility criteria and List of Documents required to be submitted along with Offer, are given in the EOI documents. Fulfillment of eligibility criteria as mentioned therein is a pre-requisite for consideration of the offers.

If participation is for more Eols (more territories), the Eol document shall be separately submitted for each territory with necessary EMD, cost of document and the enclosures with each Eol document for evaluation of offer.

The offers are deemed to be valid for acceptance for a period of 90 days from the date of opening of the EOIs. Late/delayed/ incomplete offers and offers with insufficient cost of tender / EMD will be summarily rejected.

Note: *

- Small Scale Units registered with **NSIC** under single point registration scheme shall be exempted from the cost of tender documents.
- They are also exempted from submission of EMD

- iii. These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

The offers shall be opened on above said date, at the above address, in the presence of those bidders who choose to be present. If the above said date happens to be a holiday the same shall be done on the next working day.

Further information including corrigendum, if any, will be available at RailTel's website www.railtelindia.com or from the Regional Office at Mumbai.

**DGM (F&HR),
RCIL/WR/Mumbai**



FORMAT FOR SUBMITTING EOI BY THE SERVICE PROVIDER

(To be submitted on letter head of the Firm 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) if applicable.
- 4) Organization 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 along with the name of contact person & his/her contact phone number)
- 11) Executive Summary about the agency/organization.
- 12) Copies of EPF Registration, ESI Registration, Service Tax Registration and PAN Card, VAT Registration certificate (if applicable), and registration with State Govt. 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 M/s.....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.

I/we, M/s.....do further declare that the Service Charge @ 5% of the monthly Gross Salary payable per personnel deployed, as per the terms at Para 8.1 of this EOI document, is accepted to me/us.

The Cost of the Insurance cover to the personnel shall be borne by me/us M/s The cost of insurance per resource per month will be Rs. _____ for Rs. 1 Lac insurance cover.

(Signature of Authorized signatory with Seal)

RailTel Corporation of India Limited
(A Govt. of India Undertaking of Ministry of Railways)

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

RailTel Corporation of India Limited (RailTel), 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 given in the '**Scope of the Work**' under their own supervision, at Regional Office of RailTel Corporation of India Ltd. at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai - 13.

1. **Ahmedabad Territory** mostly covered in Gujarat, parts of MP, parts of Rajasthan.
2. **Bhopal Territory** mostly covered in parts of MP, parts of Maharashtra, parts of Rajasthan
3. **Mumbai Territory** mostly covered in Goa, parts of Maharashtra and parts of Gujarat.

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:

- I. **Personal Assistant / Office Executive:** (Job description) Secretarial services, shorthand and outdoor/liaison, report generating and maintenance, file document / Record management and maintenance, maintenance of stationery and other activities as and when directed.
- II. **Graduate Engineer/Diploma Engineer/Technicians:** (Job description) IT related jobs, OFC Network O&M, Projects and Service delivery related activities, Network Management related activities, Jobs related to IP Networks, WiFi, Railwire etc.
- III. **CA/Accounts Executive:** (Job description) Audit & compliances, Data Entry, reconciliation, accounts maintenance, EMD, etc.
- IV. **Marketing Executive:** (Job description) Marketing related activities.
- V. **Supporting Staff:** (Job description) services associated with supporting in Group D services such as Office boys / Courier boy / TADK / Patroller / Helper / Housekeeper etc.

Note: the above posts may be operated at any place over jurisdiction of Territory. Their entry qualifications and Salary packages have been laid down by RailTel Corporation.

1. Arranging for qualified candidates preferably from local areas for interview / screening as and when required by RailTel in above categories. Indent of candidates with job profile, educational qualification and experience will be intimated to the agency as and when required.
2. Issue of Offer letter / Joining letter well in time before joining of the candidates.

3. Issue of ID card, ESIC card (where applicable), Insurance Card (if applicable), generating UAN No. well in time of all the existing as well as new joinees.
4. Payment of monthly Salary by last working day of every month based on Attendance Sheets sent by RailTel office.
5. Payment of Reimbursement (TA/DA etc) by 10th of every month based on Employees' TA/DA bills as sent by RailTel duly verified.
6. Issues like transfer / withdrawal of PF of employees etc should be dealt with on priority basis.
7. All communications from RCIL related to services should be dealt with on urgent basis. For this purpose empanelled Service Providers should nominate SPOC (Single point of Contact).
8. Exit process of the employees should be finalized expeditiously with provision of timely replacement. The Service Provider should facilitate the withdrawal / transfer of PF of such employees leaving.
9. The existing resources who are already working with the present service providers will be transferred to the new Service provider once the LOA is issued. The PF/ESI in respect of such resources need to be regularized by the new Service provider. It will be responsibility of the new Service provider that the PF subscriptions already recovered and deposited in PF account by the previous service provider are properly transferred and maintained, by obtaining prescribed Form from the erstwhile employer/service provider.
10. All other related services not mentioned above but fall within the provisions of Man power services.
11. On receipt of the Indent the agency will have to direct minimum 3 candidates for each post for their interview / walk-in for the particular post.
12. When the candidate is found selected the details of the candidate including the CVs and copies of educational certificates will be sent to the agency so as to induct his name on the roll of the agency.
13. Agency will issue the offer of appointment letter to the candidate with certain conditions as given in these paras. Once the candidate accepted the offer, the agency will issue appointment letter to the candidate and direct / depute him/her to work with this organization.
14. The candidates engaged will be purely on outsource basis and they will be on the roll of the concerned agency. They will have no prescriptive right over the Railtel and they can not be inducted on the roll of Railtel.

15. The period of appointment will be for one year from the date the candidate was deputed and reported to this organization or till further orders which ever is earlier.
16. The remuneration / salary payable to such outsource employees is decided by the Corporate Office of this organization from time to time which will be advised to the agency. The concerned agency will pay the salary as advised by RailTel office. Salaries are to be disbursed strictly as per the details furnished by this office and no addition / deletion to be made to this salary structure. Each of the outsource employee should be provided with pay slip on email of the employee immediately after release of salary.
17. Attendance of the employees will be sent to the concerned agency by 22nd day of every month and the agency will release salary to these outsource employees on the last working day of the month. The control and supervision of the deployed employees rest with the agency only. Outsource Agency will provide the Attendance Format with name and address of Agency printed on it, for use as Attendance sheet by the deputed outsource employees. Similarly format of leave applications may also be provided mentioning the name and address of the agency.
18. Agency will have to arrange salaries to their deputed employees through ECS / RTGS directly to their respective bank accounts.
19. After disbursement of salaries the agency will send the Invoice to RailTel together with the pay details of staff including the service charges and service tax etc in Excel sheet along with PF challan and ESI contribution challan of the previous month for the records of this office.
20. In addition to monthly salaries, the other kind of payments such as reimbursement of TA/DA, contingency, cash award, arrears, bonus etc are also payable to the outsource employees. However, no service charge is payable on such payment but only service tax will be paid. The details of such payments will be intimated by RailTel to the Agency from time to time.
21. TDS will be recovered from the Invoice of the Agency as admissible OR based on the certificate provided by the Agency for low TDS deduction. TDS certificate will be issued as per Income tax rules.
22. No experience / service certificates will be issued to the employees on leaving the job by RailTel directly. Agency will issue such letters but only after obtaining NOC from RailTel.
23. RailTel will not undertake any responsibility towards any kind of loans availed / sanctioned to the outsource employees so deputed.
24. Compliance of Labour Laws / Workmens' Compensation Act, EPF, ESIC and any such type of Statutory provisions applied to such services would be the responsibility of the Agency and the agency shall provide a certificate of compliance thereof to the RailTel.

25. Working Hours : The maximum working hours for outsource staff will be 48 hours in a week and 8 hours a day. For the administrative offices, the working hours will be from 9.30 hrs to 18 hrs with ½ hr lunch break and in other units where the shift duties are performed the working hours are 48 hours in a week and 8 hours in a day.
26. Holidays : The RailTel office will remain closed on 3 national holidays and on other public holiday as notified every year. Employees working on holidays will be paid @ Rs.210/- per holiday as compensation. However, for working on Sundays they will be allowed compensatory rest.
27. Leave : The outsource employees will be entitled for 1 day leave for each completed month of service. However, the period of leave should not exceed 4 working days at a time.
28. All category of employees working on outsource basis are entitled for bus fare only as local conveyance. For outstation duties they will be allowed DA of Rs.210/- per day. Train fare entitlement for them is Sleeper class. Hotel stay charges payable as applicable to different class of cities as laid down by CO/RailTel from time to time (present slab for X, Y and Z class cities is Rs.1200, Rs.1000 and Rs.800 respectively).
29. In case performance of any outsource staff is not found to be satisfactory or the integrity being doubtful the services of such employee will be terminated immediately and sent back to the concerned service providing Agency for replacement. RailTel may also suitably reward a good performer based on performance.
30. Agency must ensure that their deputed outsource employees should give atleast one month notice of resignation failing which one month's salary should be refunded to RailTel in lieu of Notice period. Otherwise their relieving letter and experience certificate should not be issued by the Agency.
31. The contributions towards the PF/ESI including the employer's contributions shall be remitted to the concerned office on monthly basis. It will be responsibility of the Agency to facilitate the generation of UAN No. of new employees or transfer of PF of existing UAN No. holder. ESI cards to the employees shall be issued on priority basis. If an employee leaves the job for any reason, it will be the responsibility of the Agency to arrange the refund / transfer of PF amount of the concerned employee.
32. The existing outsource employees who have been deputed to work in RailTel by the present Agencies, will be transferred to the newly empanelled Agencies once the LOA is issued. New Agencies should also ensure that the PF / ESI subscriptions of such existing employees already recovered by earlier Agencies, are properly transferred and maintained.

33. Agency will have to submit a compliance certificate along with monthly Invoice stating that – “All terms and conditions mentioned in the LOA have since been complied with i.e. issue of ESIC / Identity Card / remittance of PF subscription for the previous month in respect of all employees on our roll who have been deputed to RailTel Corporation during the month of _____. PF and ESIC Challans of previous month are attached.”

2.0 EOI DOCUMENT

The EOI document can be downloaded from RailTel's official website (www.railtelindia.com), **and submitted along with** a cost of Rs.2100/-. The cost of the document (non-refundable), should be paid in the form of separate Demand Drafts drawn in favour of “RailTel Corporation of India Limited” payable at Mumbai and submitted along with the proposal in sealed cover. Postal charges Rs.500/- extra if Document is demanded through post.

Note: *

- i. Small Scale Units registered with **NSIC** under single point registration scheme shall be exempted from the cost of tender documents.

3.0 GENERAL INSTRUCTIONS:

3.1 The Offers 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.

4.0 SUBMISSION OF PROPOSAL

4.1 Agencies can submit EOI for one Territory or for all Territories but accepting / rejecting of EOIs are within the discretion of RailTel. 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, **Senior Manager (P&A), RailTel Corporation of India Ltd., (A Govt. of India Enterprise), Mumbai - 400013.** The envelope/packet shall be clearly marked as under:

“Empanelment of Experienced Service providers for provision of man power to be engaged under various services/jobs in Ahmadabad, Bhopal and Mumbai Territories of RailTel Corporation of India Ltd, Western Region

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 either by way of copy of Board of Resolution of its Directors OR Power of Attorney.

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 summary 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.

5.0 VOLUME OF WORK

5.1 Approximate No. of posts per Territory is as under :

Ahmadabad Territory – 95, Bhopal Territory – 32, Mumbai Territory – 113.

Note: The above No. of posts are as-on-date position and may vary at the time of award or during the contract period. The Post / No of posts can be increased or decreased at any point of time during the contract period.

5.2 Contract Period: The contract agreement with the service provider for delivery of the services through deployed resources shall be for **Two years** which may be extended on yearly basis if mutually agreed to.

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 respective State Governments.

5.4 Security Deposit for each Territory : The successful Service provider will have to submit a DD or **Performance Bank Guarantee** of 5% of Contract value for each territory towards Security Deposit. In case of NSIC registered Agency for whom EMD is waived off, 5% of Contract value either by DD or by PBG is required to be submitted within one month from the date of LOA, valid for 28 months from the date of LOA. However, those successful Agency who has submitted EMD, the 2% EMD amount will be retained as Security Deposit and such successful Agency has to provide PBG of 3% of contract value only.

Thus total 5% SD will be available with RailTel during the contract period. This SD amount will be refunded after completion of the Contract minus any dues, if any. SD can be submitted by DD also in place of PBG. PBG, if submitted, should be valid for 28 months from the date of LOA. PBG format is attached as **Annexure – 2**.

6.0 QUALIFICATION CRITERIA FOR SERVICE PROVIDERS FOR EACH TERRITORY

6.1 (i) 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 financial years.

6.1 (ii) The service providers 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 & 2015-16).

Imp: Qualification criteria as mentioned above are for one Territory. If any service provider is submitting for more than one EOI, then criteria given above will have to be separately meet for each Territory being submitted i.e. for all 3 Territories, service provider should have 3 times criteria required for one Territory.

6.2 The service provider should preferably have local Office at Ahmadabad / Bhopal / Mumbai to ensure satisfactory fulfillment of contractual obligations. The Service Provider should nominate a SPOC (Single point of contact) to redress all the grievances / advises pertaining to RailTel.

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 The service provider should be in this line of business of proving manpower services for at least 3 years from the date of opening the EOI and 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. The service provider should produce satisfactory work completion certificate / working 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).

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 organization that with Tele No. & mail ID.

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

6.5.1 If the tenderer deliberately gives wrong information in his/her tender/EOI or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, the EMD deposited shall be forfeited in respective tenders he has quoted and he will be barred from quoting in RailTel tenders for a period of 2 years.

6.6 **Offer validity:** The Offer (s) made by the service provider, shall remain valid for a period of 90 days from the date of tender opening.

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 Mumbai for an amount as indicated in Notice. The EMD amount of successful Offer shall be retained as SD which will be released after successful completion of Work. **Note: ***

- i. Small Scale Units registered with **NSIC** under single point registration scheme shall be exempted from the cost of tender documents.

- ii. They are also exempted from submission of EMD
- iii. These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered

The EMD of unsuccessful participant will be refunded without interest within a period of 60 days of opening of proposal.

8.0 SERVICE CHARGE PAYABLE :

8.1 The Handling / Service charges will be 5% (including all charges but excluding Service Tax) of the remuneration (monthly gross Salary) payable to the each personnel deployed, every month. The eligible service provider that agrees to above service charge will be considered for short listing by RailTel.

8.2 EVALUATION CRITERIA : Empanelment will be based on aggregate of marks assigned to the agency with reference to their turnover in field of manpower services during 2013-14, 2014-15 and 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 **Annex-1** of this Expression of Interest (EOI) document.

8.3 If more than one agency short listed for any EOI i.e. for Territory, RailTel reserves the right to accept the offer of any of the service provider short listed depending upon the requirement.

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 unauthorized 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.

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 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 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, EMD (Earnest Money Deposit) & PBG/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 giving 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 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 Aadharpayment 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.

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

23.1 The consideration will be paid by RailTel to the service provider on monthly basis against monthly invoices raised (in duplicate) at the end of each month for the services provided, by the service provider. 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 on any account whatsoever, unless otherwise specifically agreed to in writing.

23.2 The agency should submit the Tax Invoice with details of Service tax Regd. No, PAN No, PF & ESI Regd. No., Professional Tax if applicable and Bank account details in which payment will be made by RailTel through RTGS method. The following documents should be enclosed along with the bill

- a. Bank Transfer challan showing payment of salaries to the resources engaged
- b. PF & ESI payment challan of previous month
- c. Service Tax & Professional Tax challan payment of previous month

23.3 No Service Charge shall be payable for reimbursement of monthly TA DA bills of employees and annual bonus. However separate reimbursement invoice should be raised by the Service Provider.

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 **Gurgaon**. The arbitration shall be as per Arbitration and Conciliation Act.

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

Senior Manager (P&A)
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	25
	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		
	More than 15 Crore and less than 20 Crore		
	More than 10 Crore and less than 15 Crores		
2	2 Crore to 10 Crores	Satisfactory completion Certificate issued by concerned Firm/Company	05
	Value of the work completed satisfactorily		
	Value of a similar work (providing manpower service) satisfactorily completed during the last 3 Financial years (2013-14, 2014-15 & 2015-16)		
	More than 1 Crore		
	More than 80 Lakh & less than 1 Crore		
3	More than 60 Lakh & less than 80 Lakh	Certificates from organizations presently being served, stating no. of manpower provided and for the duration, in each in last 3 years	25
	42 Lakh to 60 Lakh		
	Services in terms of Man-Months		
	Should have provided manpower services of at least 500 man-months in the last three years.		
	More than 2000 man-months		
4	1501 to 2000 man-months	Certificate from the Client along with the name of the contact person and his contact phone number.	25
	801 to 1500 man-months		
	500 to 800 man-months		
	If the agency is providing manpower outsourcing service in same city		
	If the agency is providing manpower outsourcing service in different city		

ANNEXURE - 2

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, 6th Floor, III Block, Delhi Technology Park, Shastri Park, Delhi-110053 with Western Regional office at Western Railway Microwave Complex, Opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 (Herein after called the RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No./Tender No. dated made between RailTel Corporation of India Limited and for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for `..... (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding ` against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We,(name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `only.

We,(name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We,(name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel

under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter. We,.....(name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/ Supplier(s).

We (the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

(i) The liability of the surety under his Bank Guarantee shall not exceed `..... (Rupees only).

(ii) This Bank guarantee shall be valid upto

(iii) We are liable to pay the guaranteed amount or nay part thereof under this Bank Guarantee only and only if you serves upon the bank, written claim or demand on or before

Dated theday of 2017

for

(Indicate the name of the Bank)

Witness :

Signature :

Name :

Signature :

Name :

NOTE: The Guarantee shall be valid for a period of 28 months from the date of LOA.