

RailTel Corporation of India Limited
(A Govt of India Enterprise)
Regional Office: 6th Floor, Block-III, Delhi IT Park,
Shastri Park, Delhi-110053
NOTICE INVITING OPEN EXPRESSION OF INTEREST

No. RCIL/EOI/NR/Outsources manpower/P&A/75/Pt.

Dated: 17.1.2020

Executive Director, RailTel Corporation of India Limited, Northern Region, Delhi, invites the sealed EOI in “single packet” system from experienced Manpower Service Providers in the domain of service given in the ‘scope of work’

Date of submission of EOI	Up to 15:00 hrs on 18.02.2020
Date & time of opening of tender:	At 15:30 hrs on 18.02.2020 (If the date of opening happens to be a holiday the tender will be opened on next working day at same time)
Approximate cost:	Rs. 20,37,72,894/-
Earnest money:	Rs. 11,68,900/-
Completion period:	Two years.
Validity of offer:	45 days from the date of opening of tender.
Cost of EOI Document:	Rs. 5900, 00/- (Five Thousand Nine Hundred only).

Note:

1. DD for EMD and EOI cost should be in favour of Railtel Corporation of India Ltd. Payable at Delhi.
2. Prospective service providers are required to direct all communications related to their invitation for EOI document through the following nominated point of contact person:
RailTel's Contact Person /Designation
Sachinder Kumar, DGM/ P&A
Telephone/ Mobile 9717644051
E-mail ID sachinderkumar@railtelindia.com
3. All firms are required to submit hard copy of ther EOI submission, duly signed by authorized signatories with company seal and stamp at below mentioned address:

Executive Director/NR,
RailTel Corporation of India ,
6th floor, Block III, Delhi IT Park,
Shastri Park
New Delhi-110053
4. The EOI response is invited from all the eligible experienced manpower service provider.
5. Eligible NSIC/MSE's are exempted from cost of EOI documents and EMD . More details are given in clause no. 6.11 of EOI document.

Tender Notice and EOI Document are available on RailTel's website and can be downloaded from www.railtelindia.com. The cost of EOI document shall, however, have to be deposited along with tender bid in the form of Demand Draft as detailed above.

General Manager (O&M)
For Executive Director/Northern Region

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

Dated 17.01.2020

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

RailTel Corporation of India Limited (RCIL), a Mini Ratna, fast growing Central PSU under Ministry of Railways invites Expression of Interests (EOI) for empanelling reputed and experienced Manpower Service providers in the domain of services 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 downloaded from RailTel's official website (www.railtelindia.com) and a fee of **Rs. 5900 (Five Thousand Nine Hundred only)** towards the cost of the document, should be paid separately. An Earnest Money Deposit (EMD) of **Rs. 11,68,900/-** (Rs. Eleven Lacs Sixty Eight Thousand Nine Hundred only), should be deposited in the form of Demand Draft (in addition to the DD for Rs.5900/- for EOI 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 hrs on 18.02.2020** and the same will be opened on the same date at 15.30 hours at the same place. In case 18.02.2020 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.

General Manager (O&M)
For Executive Director/Northern Region

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 (2016-17, 2017-18 and 2018-19) 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) GST 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, PAN Card, GST 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.
- 14) Format for Affidavit as per Form- III attested by Notary on non judicial stamp paper of Value Rs 100, failing which BID SHALL BE SUMMARILY REJECTED.
- 15) Documentary proof of NSIC/MSE if any.

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 (maximum 2 agencies) **for a period of 2 years** 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. **Pantry 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.

Note: The required manpower will be subjected to the screening by RailTel.

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

2.0 EOI DOCUMENT:

The EOI document can be downloaded from RailTel's official website(www.railtelindia.com). A fee of Rs. 5900/- (Rupees Five Thousand Nine Hundred 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 its territories (Delhi, NCR, Jaipur, Chandigarh, Lucknow, Allahbad) and the states/ UT covered under the territories viz Delhi, Uttar Pradesh, Haryana, Punjab, Bihar, Rajasthan, Uttarakhand, Himachal Pradesh, Jammu and Kashmir, 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, **Executive Director/NR, 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	6
Personal Assistant	7	Chartered Accountant	1
Consultant Engineer (Graduate Engineer/ Diploma Engineer)	121	Pantryman	5
Office Assistant	3	Helper/Labour/Patroller	76
Peon/attendants	10	HR consultant	1
Asst Splicer/Splicer	20	Account Assistant	2

Technician/ Supervisor	5	Project (Hartron/RISL/E- Office)	staff 98+10+08=116
Marketing Executive	9	Technical Consultant	3

Total Posts = 386

5.1 A However, there may be variation of (+/-) 30% (Plus/Minus) in the requirement of staff/manpower.

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 further extended by two years at a time based on RailTel's requirement and performance of the manpower service provider agency or short closed. The decision for granting extension or short closure shall be the sole discretion of RailTel Corporation which shall be final and binding.

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 Ministry of Labour and employment, O/O Chief Labour Commissioner. The present total Annual expenditure, including service charges and tax is estimated to be **Rs. 10,18,86,447/- 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. 20,37,72,894/-.**

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 **SECURITY DEPOSIT:** 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 successful completion of the contract after deducting, if required, any pecuniary loss arising out of non compliance of any of the statutory provisions of labour law and other laws.

5.5.1 The performance guarantee amounting to 5 % of contract value shall be submitted within 30 days from the date of issue of LOA. Extension of time for submission of PBG

beyond 30 days and upto 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15 % per annum of the amount of BG shall be charged for the period of delay beyond 30 days i.e. 31st day after date of issue of LOA. However, Railtel reserve the right to terminate the contract in case the service provider fails to submit the requisite PBG within 60 days. In case the successful service provider is not able to submit PBG, the service provider will have options to submit this amount in the form of Demand draft. PBG (DD in lieu) shall be released after satisfactorily completion of the work and on expiry of warranty.

5.5.2 A separate advice of the BG will invariably be sent by the BG issuing bank to the Railtel Bank through SFMS and only after this the BG will become acceptable to Railtel. It is therefore in own interest of Bidder to obtain Railtel bank IFSC code, its branch and address

and advice these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the Railtel's Bank.

5.6 The successful service provider/s shall be required to sign an agreement (Annexure-II) with the representative of RailTel for carrying out the work according to the tender documents within 15 days after the receipt of notice from RailTel that such documents are ready.

5.7 The sealed proposal should reach RailTel Corporation of India latest by **15:00 hrs on 18.02.2020**.

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 1000 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, PAN Card, GST 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 i.e. Rs 7,13,20,513/- in the last 3 financial years (2016-17, 2017-18 and 2018-19).

6.6 The service provider should have received total contract amount of at least 150% of the advertised Value of Work i.e. Rs 30,56,59,341/- during the last 3 financial years (2016-17, 2017-18 and 2018-19).

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 (2016-17, 2017-18 and 2018-19) 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 45 days from the last date of submission of proposal documents.

6.10 Verification of Credentials:

6.10.1 Firms should give as proof of work experience. Details of works executed giving details like name of the organization where manpower services are provided, date of award, length of services, value of the contract, Contract No. and Date, type and number of manpower employed. The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.

6.10.2 The service provider shall submit documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the service provider, shall be self-attested by the service provider or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the service provider as “documents supporting the claim of qualifying the laid down eligibility criteria” will be considered for evaluating his/their tender.

6.10.3 “The service providers shall submit a notarized affidavit on a non-judicial stamp paper of Rs.100 stating that they are not liable to the disqualified and all their statements/documents submitted alongwith Bid are true and factual. Standard format of the affidavit to be submitted by the Bidder is enclosed as Form-III. Non submission of an affidavit by the Bidder shall result in summarily rejection of his/their Bid. And it shall be mandatorily incumbent upon the service provider to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of service provider as far as his qualification for the tender is concerned.”

6.10.4 The RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in his tender offer, and the Bidder shall, when so required by the RailTel, make available all such information, evidence and documents and may be necessary for such verification. Any such verification or lack of such verification, by the RailTel not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.

6.10.5 In case of any wrong information submitted by the service provider, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

6.11 NSIC registered Firm and micro and small enterprises (MSEs)

6.11.1 For NSIC registered firm and micro and small enterprises (MSEs) who are having

valid Udyog Adhar Memorandum and for small scale units and micro units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available:-

- (i) They shall be exempted from cost of tender documents.
- (ii) They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with NSIC/MSEs 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.

6.11.2 No exemption is, however, applicable to these units from payment of security deposit/Performance Bank Guarantee.

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.11,68,900/- (Rs. Eleven lacs Sixty Eight thousand nine hundred only)** by each service providers at the time of submission of proposal. The EMD of unsuccessful participant will be refunded without interest. 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 EOI shall hold the offer open till its validity. It being understood that the EOI documents have been 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.
- (b) 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, if a service provider 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.
- 7.2.4 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.
- 7.2.5 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 2016-17, 2017-18 and 2018-19, 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. Top two agencies as per marks obtained will be empanelled.

8.3 If similar marks are obtained by more than two bidders for top two positions then a fresh bid in the reduction of rate from 3% will be called from the bidders. During the bid, the bidders will not be allowed to increase the rates. These price bids will be opened in presence of authorised representative of the firms and lowest two offers will be selected. In case of tie for 1st and 2nd lowest position, subsequent to opening of price bid, another round of sealed price bid will be obtained till 1st or 2nd lowest service providers emerge. First agency will be selected based on lowest offer. Second agency will be selected based on 2nd lowest offer and counter offer will be given to 2nd agency on same day after opening of price bid to match with lowest rate

8.4 In case only one agency is found eligible, the same will be empanelled.

9.0 AWARD OF CONTACT

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.

9.4 The empanelled agencies shall be distributed the manpower equally (as far as possible) as defined quantity of manpower (as per 5.1 of the tender document). In case of single agency empanelled, the entire requirement will be given to it.

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 Majeure, 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.
- (f) Non payment of statutory dues to the concerned department.

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.

In case of non payment of statutory dues by the service provider, RailTel will recover the payment of taxes already made to the service provider along with Interest and penalties or any other charges imposed on RailTel due to the default of service provider.

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, Shramikkalyan 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 Mandatory Aadhar Card Holder for employment & Payment through Aadhar Payment Bridge

In employment of manpower to be deployed for the delivery of services with RailTel, it is compulsory for manpower (candidates/employees) to have Aadhar Card/Number. And payments to be made to these deployed manpower, through Aadhar Payment Bridge only.

16.4 Special Conditions of contract for mandatory updation of labour data on Railway's shramikkalyam portal by contractor.

16.4.1 In order to increase transparency in payment of contract Labour wages and other payments, a web based e-application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in.

16.4.2 All contractors are required to upload details of their LOA's engaged workmen, wage payment details ,PF/ESI details, bonus details ,on monthly basis. The details so uploaded shall be available in public domain.

16.4.3 Contractor is to abide by the provisions of payment of wages act & Minimum wages act. In order to ensure the same ,an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration /update of portal shall be done as under:

- a) Contractor shall apply for one time registration of his company /Firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of letter of Acceptance. P&A Department/ RailTel shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by RailTel-P&A Department , can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal ,shall provide details on his letter of Acceptances(LOA)/Contract Agreements on shramikkalyan portal within 15 days of date of issue of any LOA for approval of concerned P&A department . P&A department/ RailTel shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- d) After approval of LOA by P&A department of RailTel, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

B. While processing payment of any 'On Account bill' or Final bill or release of 'Advances' or Performance Guarantee/Security deposit', contractor shall submit a certificate to the P&A department/ RailTel that I have uploaded the correct details of contract labours engaged in connection with this contract and payment made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in'. till ____month____year.

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 on completion 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 alongwith required documents. TDS will be deducted as per prevailing rates. 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.

The tax invoice will be supported by the following documents:

1. Salary sheet for the month with details of allowances & recoveries,
2. EPF challans,
3. ESI challans,
4. Bank Statement as proof of payment to employees,
5. Certificate pertaining regarding compliance of Shramikkalyan portal as per clause 16.4,
6. Any other documents, if required.

23.1 GST related clauses

- a. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST incase of award of contract. GST will not be reimbursed in the absence of valid tax invoice
- b. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- c. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

- d. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- e. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- f. In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- g. The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender of tender including extensions if any and the Bidder there upon necessarily and properly pays such taxes/levies/cess, the Bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of the Bidder. The Bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of Bidder and make payment to State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, Bidder has to pass on the benefits to RailTel.
- h. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST act, the Railtel shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism(RCM) and deposit the same to the concerned Tax Authority.

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 Chairman & 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. Chairman & 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 Chairman & 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.

General Manager (O&M)

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 (2016-17, 2017-18 and 2018-19)		
	More than 50 Crore		25
	More than 40 Crore and upto Rs. 50 Crore		20
	More than 31 Crore and upto Rs. 40 Crore		10
	Rs 30,56,59,341 to 31 Crore		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 (2016-17, 2017-18 and 2018-19)		
	More than 20 Crore		25
	More than 15 Crore and upto 20 Crore		20
	More than 10 Crore and upto 15 Crore		10
	Rs 7,13,20,513 to 10 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 1000 man-months in the last three years.		
	More than 2499 man-months		25
	2000 to 2499 man-months		20
	1500 to 1999 man-months		10
	1000 to 1499 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/NCR and in 4 states out of below: Rajasthan, Uttar Pradesh, Punjab, Haryana, Uttrakhand, HP		25
	Delhi/NCR and in 3 states out of below: Rajasthan, Uttar Pradesh, Punjab, Haryana, Uttrakhand, HP		20
	Delhi/NCR and in 2 states out of below: Rajasthan, Uttar Pradesh, Punjab, Haryana, Uttrakhand, HP		10
	Any State/ UT		05

Annexure -II

AGREEMENT

THIS AGREEMENT is made on this (DATE_____) BY AND BETWEEN RailTel Corporation of India Limited (RailTel). A Company incorporated under the Companies Act'1956 and having its Registered Office at 6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053 (hereinafter referred to a "RAILTEL", which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART AND THE AGENCY, having its office

M/s. _____
_____ (hereinafter referred to as "THE AGENCY", which expression shall, where the context admits, include their legal heirs, executors, administrators successors and assigns in business) THE OTHER PART WHEREAS:

1. The AGENCY carries on the business of providing temporary engagement services, in various establishment and premises at Delhi.
2. The AGENCY has expressed its desire to provide these temporary engagements services to RAILTEL for its offices in Northern Region and RAILTEL has agreed to avail of such placement services.
3. The AGENCY has represented that it has the necessary infrastructure, resources and expertise to undertake such placement to the satisfaction of RAILTEL.
4. Accordingly, based on the tendering process resorted to by the RAILTEL discussions have been held between the parties and certain terms and conditions were agreed upon by them in respect of the provision of such placement by the AGENCY to RAILTEL with effect from < DATE> which the parties now hereby desire to reduce to writing by executing this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1 Scope of AGREEMENT

The validity of agreement will be Two Years effective from ____ (Date) _____ to ____ (Date) _____ as per agreed terms & conditions.

- 1.1 The AGENCY shall, during the term of this agreement provide RAILTEL with placement services as referred to as the "Services" at and in respect of its offices in New Delhi (hereinafter referred to as the "Premises") for the consideration and upon the other terms and condition herein provided.
- 1.2 The Monthly consideration payable by RAILTEL to the AGENCY for the Services agreed to be provided by the AGENCY will be made subject to the satisfaction of RAILTEL, after complying with all statutory requirements and deduction of any tax or other amounts as required by law or as provided herein.

- 1.3 The consideration aforesaid will be paid by RAILTEL to the AGENCY, against monthly invoices raised at the end of each month, including ____% service charge by the AGENCY in duplicate, Such payments shall be made within fifteen days of receipt of the said invoices. The Consideration aforementioned is all inclusive and no other amounts will be payable to the AGENCY by RAILTEL on any account whatsoever, unless otherwise specifically agreed to by it in writing.
- 1.4 The AGENCY agrees that if and when so requested by RAILTEL, it will provide the placement Services at the premises, or any other offices of RAILTEL, as may be required by RAILTEL and at rates not exceeding the prevailing rates agreed between the parties and referred to in the Annexure-I hereto.

2 OBLIGATIONS OF THE AGENCY

- 2.1 The AGENCY will for the purpose, continuously monitor the services being rendered by it to ensure that these are up to the standards required by RAILTEL.
- 2.2 The AGENCY would comply with the statutory requirement EPF/ ESI of the temporary personnel engaged by the client to the satisfaction of RAILTEL. They shall communicate any information required on this to RailTel or statutory agency as required.
- 2.3 The AGENCY to comply with all the provisions of labour laws such as ESI ACT, EPF and other statutory requirements. In event of non-compliance of the same the AGENCY to undertake to indemnify RAILTEL on any cost it may incur on account of such non compliance.
- 2.4 The AGENCY shall ensure complete compliance in respect of the personnel employed by him and posted in RailTel of all the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Employee's Provident Funds & Miscellaneous Provision Act, 1952 and any other Act, Rules or Regulations for labour as may be enacted by the government or any modification thereof or any other law relating thereto and rules made thereunder from time to time.
- 2.5 The attendance rolls for the personnel deployed by the AGENCY at the premises of RAILTEL shall be provisioned by the AGENCY and it shall be monitored by the AGENCY. These Attendance rolls shall be signed by the proprietor of the AGENCY or his authorized representative.
- 2.6 Upon a written / oral request being made by RAILTEL in that regard the AGENCY will, within 24 hours of receipt of such request, discontinue the Services found to be unsatisfactory or otherwise objected to by RAILTEL for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, RAILTEL will not be obliged to pay the amount in respect of discontinued Services.

- 2.7 Notwithstanding anything herein contained, the AGENCY will be liable to adequately compensate RAILTEL for any loss or damage occasioned by any act, omission or lapse on the part of the AGENCY or of any persons deployed by it pursuant to this Agreement.
- 2.8 The AGENCY is aware that Services similar to those covered by this Agreement are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 2.9 The AGENCY shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of person(s) and property in the works: neighborhood of the works, against the same.
- 2.10 Maintenance of all types of records in respect of the personnels deployed by the AGENCY shall be the responsibility of the AGENCY.
- 2.11 The agency will fulfill all the statutory compliance e.g. GST etc. in case of default of non compliance of statutory compliances, RailTel reserves the right to terminate the contract and recover the amount along with interest and penalties without any notice.

3 OBLIGATIONS OF RAILTEL

RAILTEL will subject to compliance to this Agreement and all statutory requirements and the provision of Services to its satisfaction by the AGENCY and subject to deduction of tax at source under the Income Tax Act, 1961 or any other provisions of law for the time being in force, ensure full and timely payments for the Services as provided with this Agreement.

The Following are the terms and conditions of the engagement:-

- a) The engagement if temporary is purely temporary and on Contract basis.
- b) The offer is based on the Contract between RAILTEL and THE AGENCY for providing services which is only for a specific period, which may however be extended depending or the extension of the Contract and also on the basis of the performance. The services may be terminated with a notice of one month.
- c) The service of the temporary engaged are liable to the transferred anywhere within Northern Region, from one job to another, one department to another, and one branch to another without any extra remuneration depending on the exigencies of the work.

- d) The temporary engaged shall at all time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of RAILTEL.
- e) By virtue of the services with the RAILTEL, you and the temporary engaged will come in possession of certain information and secrets related to RAILTEL you or temporary engaged personnel will not divulge any such secret, formula or business strategies to any other person or any organization or individual.
- f) The temporary engaged persons so deployed by the AGENCY in RAILTEL shall not have claim to any regular employment in RAILTEL.
- g) RAILTEL may at its discretion award/reward/incentives to efficient temporary engaged person(s) directly at any time.

The AGENCY shall ensure that complete confidentiality is maintained by it and all its temporaries, with regard to all information relating to RAILTEL, its premises, clients, business assets, affairs and employees and that neither the AGENCY nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters or transaction whatsoever pertaining to RAILTEL and its associate entities and which may in any way come to their knowledge or attention.

4 FORCE MAJEURE

The obligations of RAILTEL and the AGENCY 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. In the event of such inability continuing for more than a week, the other party shall have a right to terminate this agreement without further obligation.

5 INDEMNITY

The AGENCY 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, losses, damages, penalties, expenses and proceedings connected with the implementation of this Agreement or arising from any breach or non-compliance whatsoever by the AGENCY or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises. The agency will indemnify RailTel for any act of commission including fraud, embezzlement etc.

6 OTHER TERMS AND TERMINATIONS

- 6.1 Agreement shall be deemed to have commenced as on and from (Date) and shall be in force for an initial period of Two years from the said date. Any change in the consideration agreed under clause 1.3 above, beyond this period would be by way

of mutual consent and in writing only. Thereafter, the parties may extend the Agreement on terms to be mutually agreed upon.

- 6.2 Notwithstanding anything contained herein either party may, without cause, terminate this agreement by giving to the other 30 days written.
- 6.3 Expiry or earlier termination of this Agreement will not prejudice any rights of the parties that may have accrued prior thereto.

7 NO AGENCY

It is clearly understood and accepted by both parties that this agreement between the parties evidenced by it is on a Principle to Principle basis and nothing herein contained shall be construed or understood as constituting either parties hereto, the agent or representative of the other, under any circumstances.

8 ENTIRE AGREEMENT

This agreement embodies the entire Agreement and understanding between the parties as to the subject matter hereof and supersedes all prior negotiations, arrangements, agreements and understanding between the parties. Any changes in the terms of the document can only be made in writing and by mutual agreement.

All other terms & conditions are as per EOI document.

9 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 the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. Each party shall appoint the third arbitrator. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Delhi.

10 JURISDICTION

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi in connection with any actions or proceedings arising out or in relation to this Agreement.

IN WITNESS WHERE the parties have caused this Agreement to be executed in duplicate on their respective behalf at New Delhi on the day and year herein first above written.

SIGNED AND DELIVERED By

For The AGENCY

The AGENCY aforesaid

Authorised Signatory

SIGNED AND DELIVERED By

For RAILTEL

RAILTEL aforesaid

Authorised Signatory

In the presence of witnesses:

For the AGENCY

1.

2.

For RAILTEL

1.

2.

Annexure -Form-III

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY SERVICE PROVIDER ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the Service provider)**

I.....(Name and Designation)** appointed as the attorney/authorized signatory of the service provider (including its constituents),

M/s.....(hereafter called the service provider) for the purpose of the Tender documents for the work of

.....as per the EOI
No. of (-----RailTel), do hereby solemnly affirm and state on the behalf of the service provider including its constituents as under:

1. I/we the service provider (s), am/are signing the document after carefully reading the contents.
2. I/We the service provider (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the Tender Document. In case of discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the Service provider)**_____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand the if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire IR.

DEPONENT

SEAL AND SIGNATURE

OF THE SERVICE PROVIDER

VERIFICATION

I/we above named service provider do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE

OF THE SERVICE PROVIDER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by service provider. Attestation before Magistrate/Notary Public

Annexure-IV

Proforma for Performance Bank Guarantee

PERFORMANCE BANK GURANTEE 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, Block III, Delhi IT Park, Shastri Park, New Delhi-110053

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (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 Rs. 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.
2. We, Bank **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)**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 is 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 Rs.
3. We, 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, 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 (1) We shall be discharged from all liability under this Guarantee thereafter.

We,.....We,
(indicate the 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 of 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 affect 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 Bank further agree that this guarantee shall be invokable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.).The branch at New Delhi is being advised accordingly.

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

Dated the day of 2020

for

(Indicate the name of the Bank)

Witness

1. Signature
 Name

2. Signature
 Name

OFFER LETTER

Form-V

From:

M/s. _____

To,

**The Executive Director,
Northern Region
RailTel Corporation of India Limited**

Sub: Manpower services to Railtel-NR for a period of 2 years.

**Ref: EOI No. RCIL/EOI/NR/Outsources manpower/P&A/2017-18/75 Dated:
17.01.2020**

I/We the undersigned hereby offer to execute the work within seven days from the date of issue of letter of acceptance of the tender in strict compliance within the provision detailed in the EOI document attached.

I/We agree that this EOI shall not be restricted or withdrawn and shall remain open for acceptance for and during the period of 45 days from the date of opening of the EOI.

I/We fully understand the terms and conditions as contained in the EOI document and we agree that the same shall apply to Our EOI and I/We shall be bound by them.

Earnest money deposit @ Rs 1168900 for EOI drawn in favour of RailTel Corporation of India Ltd., payable at New Delhi is enclosed.

The full value of the earnest money shall be forfeited without prejudice to any other right or remedies if:

I/We do not execute the contract agreement within 15 days after the receipt of notice by the RailTel Corporation that such documents are ready.

I/We do not commence work within 7 days from the date of issue of letter of acceptance.

Until a formal agreement is prepared and executed, acceptance of this offer letter shall constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer.

Yours Sincerely,

Signature of the Service Provider

Seal of the Service Provider

Place: -

Date: -

Witnessed by: -

1. Signature:

Name:

Address:

2. Signature: -

Name: -

Address:

Form-VI

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

1. The following are the particulars of deviations from EOI document:

Clause	Deviation	Remarks
		(Including Justification)

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**no deviations**”.

SIGNATURE AND SEAL OF THE
TENDERER