



RAILTEL CORPORATION OF INDIA LIMITED
1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,
Begumpet Airport Road, Opp. Shoppers Stop,
Hyderabad- 500 016, Telangana
Tele: 27788000 Fax: 27820682

ELECTRONIC EOI DOCUMENT

EOI No: RCIL-SBC-22-23-200
Dt. 03.04.2023

Name of Work:

Empanelment of One or More Experienced Bidders for various services/jobs- Expression of Interest
for RailTel Corporation of India Ltd, SR-Bangalore (SBC)Territory.



**RailTel Corporation of India Limited
(A Govt. of India Enterprise)**

Regional Office: H.No 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Opposite to Shoppers Stop, Begumpet, Hyderabad-500016

**रुचि की खुली अभिव्यक्ति को आमंत्रित करने वाला ई-नोटिस
E-NOTICE INVITING OPEN EXPRESSION OF INTEREST**

No. RCIL-SBC-22-23-200

Date: 03.04.2023

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (RCIL), एक मिनी रत्न, रेल मंत्रालय के तहत तेजी से बढ़ता केंद्रीय सार्वजनिक उपक्रम, 'कार्य के दायरे' में दी गई सेवाओं के क्षेत्र में प्रतिष्ठित और अनुभवी जनशक्ति बोलीदाताओं को सूचीबद्ध करने के लिए रुचि की अभिव्यक्ति (EOI) आमंत्रित करता है। नीचे दिए गए विवरण के अनुसार उनका अपना पर्यवेक्षण

RailTel Corporation of India Limited (RCIL), a Mini Ratna, fast growing Central PSU under Ministry of Railways invites Expression of Interest (EOI) for empaneling reputed and experienced Manpower Bidders in the domain of services given in the 'scope of the work' under their own supervision as per the details give below:

आईआरईपीएस में ईओआई जमा करने की अंतिम तिथि Last Date of submission of EOI in IREPS	24.04.2023 को 15:00 बजे तक Up to 15:00 hrs on 24.04.2023
ईओआई खोलने की तिथि और समय Date & time of opening of EOI	24.04.2023 को 15:30 बजे At 15:30 hrs on 24.04.2023
अनुमानित मूल्य: Approximate Value:	रुपये 2,19,00,000/- बेंगलूर क्षेत्र / SR के लिए Rs 2,19,00,000/- for Bangalore Territory/SR
अग्रिम धन:* Earnest money:*	4,38,000/- रुपये (केवल ऑनलाइन पोर्टल के माध्यम से भुगतान किया जाना है) Rs.4,38,000/- (to be paid through online portal only)
अनुबंध/पूर्णता अवधि: Contract/Completion period:	एक वर्ष One year
आफर की वैधता: Validity of offer:	ईओआई खोलने की तारीख से 30 दिन। 30 days from the date of opening of EOI.
ईओआई दस्तावेज की लागत:# Cost of EOI Document:#	प्रत्येक ईओआई के लिए रु. 2950/- (केवल ऑनलाइन पोर्टल के माध्यम से भुगतान किया जाना है) Rs 2950/- for each EOI (to be paid through online portal only)

कृपया विस्तृत पात्रता/मूल्यांकन देखें और अन्य मानदंड अध्याय-2 के खण्ड संख्या 2 में दिए गए हैं बोली लगाने वाले के लिए निर्देश-भाग 2

Please see detailed eligibility/evaluation & other criteria are given at cl.no.2 of chapter-2 Instructions to bidder-part2

***#टिप्पणी : / *#Note :**

1. एमएसएमई मंत्रालय के तहत उद्यम के साथ पंजीकृत फर्मों को निविदा की लागत (यदि लागू हो) और ईएमडी जमा करने से छूट दी गई है और कोई अन्य छूट नहीं दी जाएगी।

1. Firms registered with UDYAM under Ministry of MSME are exempted from submission of cost of tender (if applicable) & EMD and no other exemptions will be given.

2. उद्यम के तहत उपरोक्त छूट के लिए दावा करने वाली फर्मों को निविदा दस्तावेज के खंड 11 में नोट के अनुसार सहायक दस्तावेज जमा करने होंगे, जिसके बिना उनके प्रस्तावों को अमान्य और अस्वीकृति के लिए उत्तरदायी माना जाएगा।

2. **Firms claiming for the above exemptions under UDYAM, have to submit supporting documents as per Note at clause 11 of tender document without which their offers will be considered as invalid and liable for rejection**

3. बोली लगाने वाले को बोली तैयार करने, प्रस्तुत करने/भाग लेने से जुड़ी सभी लागतों का वहन करना होगा। बोली प्रक्रिया के संचालन या परिणाम की परवाह किए बिना खरीदार इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा।

3. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

ईओआई/टेंडर नोटिस और ईओआई/टेंडर दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इन्हें www.railtelindia.com या ई-टेंडरिंग पोर्टल <https://www.ireps.gov.in> से डाउनलोड किया जा सकता है। ऑनलाइन बोली प्रस्तुत करने के लिए निविदाकर्ता को अनिवार्य रूप से IREPS के ई-पोर्टल से निविदा दस्तावेजों की एक आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। भविष्य की सभी जानकारी जैसे। इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन इत्यादि ई-निविदा पोर्टल और रेलटेल वेबसाइट पर पोस्ट किए जाएंगे।

EOI/Tender Notice and EOI/Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://www.ireps.gov.in>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from IREPS's e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal & RailTel website.

निविदा दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी

Printed copy of Tender document will not be sold from RailTel office

प्रस्ताव उपरोक्त तिथि को उन बोलीदाताओं की उपस्थिति में खोले जाएंगे जो ऑनलाइन उपस्थित होना चुनते हैं (संदर्भ अनुभाग: ई-निविदा/बोली रसीद (ऑनलाइन))। उक्त तिथि को अवकाश होने पर अगले कार्य दिवस को उसी समय पर खोला जायेगा।

The offers shall be opened on above said date in the presence of those bidders who choose to be present online (refer section: **e-Tendering/Bid Receipt (Online)**). If the above said date happens to be a holiday the same shall be opened on the next working day at the same time.

**सहायक महाप्रबंधक / प्रशासन / एसआर
Asst General Manager/ Admin/SR
कृते एवं रेलटेल की ओर से
For & on behalf of RailTel**

Check List**EOI – Southern Region- Bangalore (SBC)Territory. (SR-SBC)**

SI No	EOI No	Name of the work	Jurisdiction State/s
1		Southern Region- Bangalore (SBC)Territory	Karnataka

S. No	Description of the document to be attached	No of pages	Page No from	Page No to
1	Cover page of EOI	1	1	1
2	Cost of the Tender document/ Exemption certificate			
3	EMD of EOI/ Exemption certificate			
4	Documentary proof of NSIC/MSME, if any			
5	Name of the Firm Participating with Details of address, phone No, Fax No with offices location details etc (Offices & Addresses in Southern Region are to be given).			
6	Company Profile clearly bringing out the no. of years inservice.			
7	Annual Turn Over of stated 3 financial years (2019-20, 2020-2021 and 2021-2022.) Copies of audited balance sheets, P&L a/c OR Turnover certificate from Chartered Accountant (with proper UDIN)			
8	Turnover from considered Manpower services as per client list (Annexure-V) during the stated 3 F.Ys. (2019-20, 2020-2021 and 2021-2022).			
9	Man-Months for considered Manpower services as per clients list (Annexure-V) during the stated 3 F.Ys (2019-20, 2020-2021 and 2021-2022).			
10	Details of satisfactory performance report from clients (Govt /PSUs only) duly attaching certification as per Performa in EOI document placed as Annexure-V. If the No of Clients is more than one, certificate should be submitted separately for each client.			
11	Summary sheet to be submitted by Bidder in Annexure-VI (If more than one Annexure-V submitted).			
12	Declaration of preparation of salary bills in Annexure-VII			
13	Copies of, EPF, ESI, PAN Card, GST, P. Tax. Registration.			
14	Copy of Labor registration with respective State Government			
15	Signed copy (to be signed & stamped at each page failing which the offer will be summarily rejected) of the proposal documents as acceptance of all terms and conditions of the proposal is to be enclosed along with the proposal with Authorization letter, if Singed by Authorized representative.			
16	Format for Affidavit as per Annexure- III to be attested by Notary on non- judicial stamp paper of Value Rs100.			

Certified that the EOI Document for Southern Region-Regional Office- Secunderabad, is serialnumbered from page No One to Page No _____ covering all the documents/copies as stated above self-certified except the Following (if any to be specified)

(Signature of Authorized signatory with Seal)

OFFER LETTER

From:

M/s. _____

To,

The Executive Director,

Southern Region

RailTel Corporation of India Limited

Sub: Considered Manpower services to RailTel-SR for a period of One year.

Ref: EOI No. RCIL-SBC-22-23-200 Date: 03.04.2023

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 30 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.

Rs.-----towards Earnest money deposit for EOI drawn in favor of RailTel Corporation of India Ltd., payable at Secunderabad (paid through online portal IREPS / submitted Udyam for exemption) is enclosed.

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

- 1) 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.
- 2) 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 Bidder

Seal of the Bidder

Place: -

Date: -

BIDDER/TENDERER DATA SHEET**For**

(EOI No: RCIL-SBC-22-23-200, dt.03.04.2023)

1	Name of the Organization	:
2	Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf)	
3	Main line of Business	
4	Years of Experience	
5	Location (indicate address, tel. no., fax and the year from which they are operating in that location)	
6	Contact person	
7	Address	
8	Tel. No.	
9	Fax No.	
10	E-mail ID	
11	Tender bids: Whether Downloaded: Yes/ No (No changes/ additions/ deletions/ alterations to the tender document are permitted under any circumstances)	

Cost of Tender document (if applicable) & EMD to be paid online at IREPS website.

PREAMBLE

I. Evaluation Criteria

- a. The Evaluation Criteria Parameters are as under:
 - i. Overall Turnover during the stated 3 F.Ys (2019-2020, 2020-21 & 2021-22).
 - ii. Turnover from considered manpower during the stated 3 F.Ys (2019-2020, 2020-21 & 2021-22).
 - iii. Man-Months for considered Manpower services during the stated 3 F.Ys (2019-2020, 2020-21 & 2021-22).
 - iv. Location of Office & Preparation of Salary bills from the office located in the Respective EOI jurisdiction
 - v. Number of Years in Manpower Operations as on date of submission of EOI.

Chapter-I: INSTRUCTIONS TO THE BIDDER-1

I. **Following DOCUMENTS & Information needs to be submitted by the Bidder along with bid in online IREPS portal. If any of the details/ documents mentioned below are not submitted the Bidder's EOI will be REJECTED.**

- 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)/Partnership/Proprietorship.
- 4) Organization structure with location details in India and manpower details.
- 5) Addresses of Office Location in Southern Region (Telangana, Andhra Pradesh, Karnataka, Tamil Nadu & Kerala with Telephone & Fax No).
- 6) Annual Turn Over of stated 3 financial years (2019-20, 2020-21 & 2021-22) Copies of audited Balance Sheets, P&L a/c OR Turnover certificate from Chartered Accountant (with proper UDIN)
- 7) Turnover from considered manpower services as per clients list (Annexure-V) during the stated 3 Financial Years (2019-20, 2020-21 & 2021-22).
- 8) Man-months for considered Manpower services as per clients list (Annexure-V) during the stated 3 Financial Years (2019-20, 2020-21 & 2021-22).
- 9) Details of satisfactory performance report from clients (Govt/PSUs only) duly attaching certification as per Performa in EOI document placed as Annexure-V. If the No. of clients is more than one, Certificate should be submitted as per Annexure-V separately for each client.
- 10) Summary sheet to be submitted by Bidder in Annexure-VI (If more than one Annexure-V submitted).
- 11) Declaration of Preparation of Salary bills from the office located in the Respective EOI jurisdiction in Annexure-VII
- 12) Copies of, EPF, ESI, PAN Card, GST, P. Tax. Registration.
- 13) Copy of Labor registration with respective State Government in respect to EOI .
- 14) Signed & stamped at each paper of the proposal documents as acceptance of all terms and conditions of the proposal is to be enclosed along with the proposal with Authorization letter, if signed by Authorized representative.
- 15) Format for Affidavit as per Form- III to be attested by Notary on non-judicial stamp

paper of Value Rs100.

16) Documentary proof of Udyam, if any towards exemption of submission of cost of EOI & EMD

- II. Bidders must ensure that compliance to payroll processing system, audit, adherence to work ethics and labor laws are strictly adhered to.
- III. Agencies have to give offer letters, relieving letters, experience certificates, Form-16 etc., to the deployed resources as per the requirement.
- IV. The Shortlisted Manpower agency has to Insure the staff taken through it under Accidental Insurance policy for a value of Rs 5,00,000/- (Signal premium per year) and to submit the Insurance certificate within 30 days of taking the staff and premium will be released in subsequent month bills. It is the responsibility of the Manpower agency to Insure and liability lies with the Manpower agency If insurance is not done.
- V. **General Instructions:** Allotment of Manpower is based on the marks obtained in EOI. For Each EOI up to Two (2) agencies will be shortlisted. In the event of agencies getting Equal marks in evaluation, the Annual Turn Over of stated 3 financial years (2019-20, 2020-21 & 2021-22) will be taken in to consideration for marking allotment. If the performance of the agency is not satisfactory from time to time such as, who fails to furnish valid profiles/resumes of the candidates for which request is made through Mail promptly, non-compliance with terms and conditions of EOI & performance of the agency is not satisfactory during Notice period, RailTel will initiate the process of termination of empanelment as per EOI conditions. Termination on this account will attract debarment of agency from participating in any tenders with RailTel..

Certification

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. Dept./PSUs for any reason in stated 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 (Agency name) 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)

NOTE:

The considered Manpower services defined in the EOI document under scope of work (page-8&9) will only considered. The services rendered for House Keeping, Security, Office Boys, Data Entry Operators, Semi-Skilled/Unskilled employees. These categories of employment will not be considered for evaluation.

If the certificate furnished by the agency/client having details of many categories, a clear bifurcation in nature of services are to be indicted in terms of value & Man months as stated above.

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

**Regional office: H.No 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,
Opposite Shoppers stop, Begumpet, Hyderabad. 500016.**

Chapter-2: INSTRUCTIONS TO THE BIDDER-2

1) Sub: Empanelment of ONE or More Experienced Bidders 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 empaneling reputed and experienced Manpower Bidders for a period of one year 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 H.No 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Opposite Shoppers stop, Begumpet, Hyderabad. 500016 and Bangalore (SBC)Territory

2) Detailed eligibility & other criteria are given here under:

A) SCOPE OF WORK

RailTel requires specific set of manpower. Hence the required manpower services have been defined as considered manpower services. The considered manpower includes following categories:

Graduate Engineer/ Diploma Engineer/ITI Technicians involved in the implementation, maintenance & operations of Technical Engineering works/projects. Finance Executives CAs/ CA Inter, Marketing Executives (BBA/MBA), Office Assistants (Degree or Equivalent).

B) Strictly excluded categories: House Keeping, Security, Office Boys, Data Entry Operators, Semi-Skilled/Unskilled employees. These categories of employment will not be considered For evaluation.

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

C) PLACE OF POSTING: Anywhere in RailTel Southern Region's operational area /Field.

3) Geographical/Administrative Scope:

The bidder should provide manpower services in **Southern Region, Secunderabad** of RailTel Corporation of India Ltd **and its territories** (Secunderabad, Vijayawada, Chennai, Kerala & Bangalore-) **spread across the States/ UT** covered under the territories viz Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Kerala, Puduchery and parts of Maharashtra etc.

4) EOI DOCUMENT:

The EOI document can be downloaded from RailTel's official website (www.railtelindia.com). Fee as indicated above towards the cost of the document, should be paid Online payment RailTel Account No 327301010373007 in Union Bank Of India, Secunderabad IFSC code UBIN0805050 and submitted along with the bid in IREPS online portal.

5) GENERAL INSTRUCTIONS:

The responses should be submitted strictly in the prescribed format /check list along with documents in support of information submitted therein by the responding service provider.

RailTel reserves the right to modify, expand, restrict, scrap, re-float 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 bidder.

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

6) SUBMISSION OF PROPOSAL

The proposals duly signed on every page, serial numbered, including annexure/appendices shall be submitted through online in IREPS portal.

The proposal should be signed by a duly authorized representative of the bidder. 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, along with other relevant documents.

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 for summarily rejection without prejudice to any other right of RailTel under the law.

The proposal shall be filled in by the bidder neatly and accurately. Any overwriting/correction without authentication will be liable for summarily rejection without prejudice to any other right of RailTel.

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.

RailTel does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract to any specific empaneled vendor.

The contract agreement with the bidder for delivery of the services through deployed sources shall be for **One year** which may be further extended by one year on same terms and conditions. The Further extension or short closer is based on RailTel's requirement and performance of the manpower bidder agency. The decision for granting extension or short closure shall be the sole discretion of RailTel Corporation which shall be final and binding on the bidders.

The emoluments to be paid to deployed resources by the bidder are fixed by RailTel itself. The emoluments so fixed are always kept above the Minimum wages prescribed by Ministry of Labor and employment, O/O Chief Labor Commissioner. The Bidder has to full fill all the labor rules including Workman Compensation Act.

The Bidder/Agency has to provide accidental insurance coverage its personnel, for the value amounting to Rs.5,00,000/- during the validity of the contract. The insurance premium payment will be released to the Agency by RailTel.

The HR executive of the Bidder/Agency looking after the bills RailTel has to be on the rolls of the

Agency and stationed in the RailTel Territory jurisdiction office in which EOI awarded.

- 7) SECURITY DEPOSIT (SD):** The successful contracting bidder will have to deposit 5% of value of the contract as **Security Deposit**, through Bank Guarantee, Demand Draft or Banker's cheque in favor of "RailTel Corporation of India Limited" valid six months beyond the completion period for due fulfillment of 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 provision, labor and other laws.
- (i) The Security Deposit amounting to 5 % of EOI value shall be submitted within 30 days from the date of issue of LOA irrespective of the quantum of work allocated from time to time which can vary. Extension of time for submission of SD beyond 30 days and up to 60 days from the date of issue of LOA may be granted subject to the condition 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, a notice shall be served to the contractor to deposit the SD immediately (however not exceeding 60 days from the date issue of LOA). In case the contractor fails to submit the requisite SD even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
 - (ii) In case the successful bidder is not able to submit BG, the bidder will have options to submit this amount in the form of Demand draft. The SD amount shall be released after satisfactory completion of the work.
 - (iii) 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 advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the Railtel's Bank.
 - (iv) The SD value will remain same in the event of extending the contract beyond one year.
 - (v) The successful bidder/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.

8) EVALUATION CRITERIA

Empanelment will be based on aggregate of marks assigned to the agency with reference to criteria, as indicated in **Annexure-1** of this Expression of Interest (EOI) document, as per the scope of work mentioned at para 2A above. Agencies (up to two for EOI) will be empaneled as per marks obtained.

Allotment of Manpower is based on the marks obtained in EOI. Up to Two (2) agencies will be shortlisted.

In the event of One Or more agencies getting Equal marks in evaluation, the Annual Turn Over of stated 3 financial years (2019-20, 2020-21 & 2021-22) will be taken in to consideration for marking First & second

The bidder should provide the details of the organizations/firms (Government/PSU only) to which they have supplied similar manpower in the stated 3 financial years (2019-2020, 2020-21 and 2021-22) in the Format attached as Annexure-V with supporting documents:

The Bidder should unconditionally accept the terms and conditions contained in this EOI.

The Offer so made by the bidder, shall remain valid for a minimum period of 30 days from the date of bid opening.

9) Verification of Credentials:

The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.

The bidder shall submit documents in support of his/her/their claim to fulfill the eligibility criteria as mentioned in the tender document clearly relating the specific eligibility criterion and the specific document(s) submitted in support thereof.

Each page of the copy of documents/certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page).

9.1 "The bidders shall submit a notarized affidavit on a non-judicial stamp paper of Rs.100 stating that they are not liable to be disqualified and all their statements/documents submitted along with 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 bidder to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the EOI Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of bidder as far as qualification for the tender is concerned."

(a) 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 does not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.

(b) In case of any wrong information submitted by the bidder, Security Deposit (SD) of contract shall be forfeited and agency shall be barred for doing business on entire RailTel for 5 (Five) years.

10) EARNEST MONEY DEPOSIT (EMD)

- (i) The tenderer / Bidder shall submit an amount mentioned at notice inviting EOI as earnest money to be paid through IREPS portal online only.
- (ii) The tenderers shall hold the offer open till such date as specified. It being understood that the EOI documents have been downloaded by the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not Acceptable to RailTel. If the tenderer 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. No bank guarantee for EMD is accepted. Tenders without earnest money will be summarily rejected*. **However, please refer cl.no.11 given below for exemption of submission of EMD.** No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract.

(iii) **The earnest money may be forfeited:**

- (a) If a tenderer withdraws its tender during the period of tenders validity specified (30 days).
- (b) In the case of successful tenderer, if the tenderer fails to Sign the contract by 15 days as specified
- (c) To furnish SD in accordance with clause 7 on page -10 Instructions to bidder.
- (d) The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer 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 tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- (e) If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Security Deposit as required under para --- of Instructions to bidder is furnished and formal contract duly signed is received by RailTel.
- (f) If the tenderer deliberately gives wrong information in his/her tender 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 5 years.
- (g) If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the RailTel shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the RailTel shall deem such tender as cancelled, unless the firm retains its character

11) for UDYAM registered firm

For Small Scale Units / Micro Small Medium Enterprises/ MSME registered with UDYAM under Ministry of MSME and participating in this tender, following exemptions shall be available

- (i) They shall be exempted from submission of cost of tender /EOI documents.
- (ii) They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided Tenderer registered with UDYAM 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 UDYAM registration certificate for the tendered item/work/ services, otherwise their offer would not be considered, will be treated as invalid and **summarily rejected**.

(iii) As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

(iv) However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. Accordingly, in Udyam site if it is mentioned as below:

सरकार Ministry of India उद्यम उद्यम मंत्रालय and Medium Enterprises UDYAM-TS-20	
STATE LIMITED	
Major Activity	TRADING [For availing benefits of Priority Sector Lending(PSL) ONLY]

Then, the tenderer submitted Udyam certificate showing above in Udyam site, will not be considered for exemption of cost of tender and EMD and the their tender will be summarily rejected

12) SERVICE CHARGES

The service charges payable to the successful bidder(s) will be @ **3.85%** (Three dot eight five percent only) of the remuneration payable to the personnel deployed.

13) AWARD OF CONTACT

The contract shall be awarded to the shortlisted Bidder (up to 2 agencies for EOI), by conveying acceptance of the proposal by RailTel through registered /speed post/ courier/Mail.

All the terms and conditions as stated in the proposal documents, appendices and acceptance conveyed by RailTel will constitute the contract between the bidder and RailTel.

The selected bidder(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.

The empaneled agencies shall be distributed the manpower as given by RailTel at short notice.

14) FORCE MAJEURE

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.

The obligations of RailTel and the Bidder 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.

The failure of a party (RailTel or the bidder) 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 60days.

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.

The bidder 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.

15) INDEMNITY

The Bidder 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.

That the Bidder on its part and through its own resources shall ensure that they 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 bidder, then the bidder shall be liable to reimburse this office for the same. The bidder 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 bidder, the responsibility will remain with the bidder. For any accident or casualty occurred during the course of working to any staff deployed by the bidder, the liability that will arise out of the accident/incident will be borne by the bidder and this office will in no way be responsible for it or any other clause mentioned above.

16) OTHER TERMS & CONDITIONS

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.

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.

The Services shall be performed at such locations as specified by RailTel from time to time.

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by RailTel or the bidder, may be taken or executed by the officials authorized.

Unless otherwise specified, the Bidder 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.

RailTel reserves the right to modify, expand, restrict, scrap and re-float the EOI without assigning any reasons.

Bidders with proven track records in their areas may send their responses along with required documents to qualify themselves as detailed in pre-qualification criteria within the stipulated time frame.

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

The remuneration payable to all outsourced staff deployed by bidders will be decided by RailTel Corporation and bidders 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 bidders strictly as per the directives of RailTel Corporation.

The allowance/arrear if any may be of past period has to be disbursed by bidders as directive by RailTel. The PF/ESI contributions in respect of both employee and Employer's contributions also will be decided by RailTel Corporation.

17) COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT –EFFECTIVENESS OF CONTRACT

a) Commencement of Services

This Contract shall come into effect from the date of issuance of letter of intent by RailTel. The selected bidder 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 Bidder fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.

b) Expiration of Contract

Unless terminated earlier, the contract shall expire at the end of such time period after the effective date.

C) Modification

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

D) Subletting

The Bidder shall not sublet, transfer or assign the contract or any part thereof to other party in the normal course. However, in case of specific requirement to on-board anyone from the payrolls of other agencies, then express written consent needs to be obtained from RailTel. In the event of the Bidder contravening this condition, RailTel shall be entitled to terminate the engagement to the extent of any or full portion of the contract duly forfeiting the requisite SD.

E) TERMINATION**1) By Corporation(RailTel)**

RailTel may terminate the contract, by giving 7 (seven) days written notice of termination to the bidder, to be given after the occurrence of any of the events specified below except (d). And sixty days in the case of the event referred to in clause(d).

- (a) If the bidder 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 bidder becomes insolvent and bankrupt.
- (c) If as the result of Force Majeure, the bidders 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 bidder or its employees/agents indulges in any malpractice relating to providing the outsourcing of the services.
- (f) Nonpayment 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 bidder for a period of three 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 nonpayment of statutory dues by the bidder, RailTel will recover the payment of taxes already made to the bidder along with Interest and penalties or any other charges imposed on RailTel due to the default of bidder.

2). By Bidder. The Bidder may terminate this Contract, by not less than Sixty (60) days written notice to RailTel if it fails to pay any undisputed amount due to the Bidder under the Contract, provided that if RailTel pays such amount within notice period such termination notice shall become in fructuous.

19) 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 bidder.

20) OBLIGATIONS OF THE BIDDER

The bidder 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 bidder 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.

21) Statutory Compliances & Labor Laws:

Compliance of labor laws, Payment of Minimum Wages Act, workman's Compensation Act, EPF/ESI provisions, Shramik kalyan provisions and any such statutory provisions viz-a viz the employee would be the responsibility of the bidder/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.

22) Mandatory Aadhar Card Holder for employment

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.

23) Special Conditions of contract for mandatory updating of labor data on Railway's shramik-kalyan portal by contractor/Agency.

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.

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. Copy of the same is to be submitted with bill.

A. 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/Agency 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 /updating of portal shall be done as under:

1. Contractor/Agency shall apply for one time registration of his company/Firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of letter of Acceptance. P&A Department/ RailTel shall approve the contractor's/Agency's registration on the portal within 7 days of receipt of such request.
2. Contractor/Agency 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.

3. The contractor/Agency once registered on the portal, shall provide details on his letter of Acceptances(LOA)/Contract Agreements on shramik kalyan 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.
4. 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 shramik kalyan portal on monthly basis.
5. 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 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 Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till month/year.

24) THE BIDDER NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, RECRUITMENT FEES.

The bidder 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 bidder shall use their best efforts to ensure that their deployed personnel's or agents too shall not receive any such payment/benefit.

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

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

Bidder 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.

The bidder 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.

25) 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:

- a. Already in public domain, otherwise than by breach of this agreement.
- b. 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.

- c. Obtained from a third person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

26) THE BIDDER SHALL OBTAIN RAILTEL'S PRIOR APPROVAL IN WRITING WHEREVER NECESSARY.

Documents prepared by the bidder 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 bidder shall become and remain the property of RailTel, and the bidder 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 Bidder 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.

27) REMOVAL AND/OR SUBSTITUTION OF DEPLOYED PERSONNEL

If RailTel finds that any of the personnel deployed by the bidder 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 bidder shall, at RailTel's written request specifying the grounds thereof shall provide suitable substitute of the personnel.

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

28) LIABILITY FOR DEPLOYED PERSONNEL

a. All persons deployed, in ensuring services with RailTel, by the bidder 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 bidder. The bidder shall indemnify RailTel against all claims whatsoever arising in respect of the said personnel under any statute/law in force. **The bidders shall also engage the existing the staff already working in RailTel on the roll of the firm.**

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

29) OBLIGATIONS OF THE CORPORATION

RailTel shall provide the bidder such reasonable assistance as may be required in order to carry out the assignment.

30) PAYMENTS TO HE BIDDER

The consideration will be paid by RailTel to the bidder against monthly invoices raised on completion of each month for the services provided, by the bidder in duplicate. Such payments shall be made within fifteen days of the receipt of the said invoices along with 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 bidder 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 Shramik kalyan portal as per clause 23.4,
6. Copy of Attendance certified by the RailTel Executives under whom they are working.
7. Any other documents, if required.

31) GST related clauses

- a. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST,SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- b. Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST,SGST, IGST, UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- c. 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.
- d. 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.
- e. 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.
- f. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST,CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the recipient)
- g. 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.
- h. 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.
- i. 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 including extensions if any and the bidder thereupon 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 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 of tender, bidder has to pass on the benefits to RailTel.
- j. In case of imported equipment: Anti dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- k. Evaluation Criteria: inter se position of the technically and financially evaluated offers will

be determined on total unit rate on CIP destination basis which will include basic rate, custom duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

- I. However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes

Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to RailTel

32) CORRUPT OR FRAUDULENT PRACTICES

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.

RailTel reserves the right to inspect the accounts and records of the bidder relating to the performance of the contract and to have them audited by auditors appointed by RailTel.

33) SCOPE OF SERVICE

In performing the terms and conditions of the Contract, the bidder shall at all times act as an Independent bidder. The contract does not in any way create a relationship of principal and agent between RailTel and the bidder. The bidder 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 bidder shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of RailTel.

34) SETTLEMENT OF DISPUTE AND ARBITRATION

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 Hyderabad.

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 maybe.

The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up-to Rs. 10 lakhs. The arbitrator will be nominated 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 there solution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

35) JURISDICTION

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

**Assistant General Manager/Admin/SR
For & on behalf of RailTel**

Annexure – 1

Empanelment of agencies for providing manpower services

Evaluation Criteria

EVALUATION FOR Bangalore Territory		
S.N	Parameter	Marks
1	Turnover of the Company/Agency during the stated 3 F.Ys (Audited Balance Sheets, P&L a/c OR Turnover certificate from Chartered Accountant (with proper UDIN))	
	Above or Equal to Rs. 3,28,50,000/-	20
	Between Rs. 2,19,00,000/- to Rs. 3,28,49,999/-	15
	Below or Equal to Rs. 2.18,99,999/-	10
2	Turnover from Manpower services as per clients list (Annexure-V) during the stated 3 F.Ys	
	Above or Equal to Rs. 76,65,000/-	25
	Between Rs. 65,70,000/- to Rs. 76,64,999/-	20
	Between Rs. 54,75,000/- to Rs. 65,69,999/-	10
	Below or Equal to Rs 54,74,999/-	5
3	Man-Months for Manpower services as per clients list (Annexure-V) during the stated 3 F.Ys	
	Above or Equal to 1200 man-months	25
	Between 800 and 1199 man-months	15
	Between 500 and 799 man-months	10
	Below or Equal to 499 man-months	5
4	Agency office in the Territory of operation.	
	Location of Office & Preparation of Salary bills from the office located in the Respective Territory jurisdiction. (GST registration certificate & Declaration stating that salary bills preparation will be done from the office located in respective Territory jurisdiction to be attached.)	15
	Location of Office in the Respective Territory jurisdiction but Preparation of salaries from the place of location not falling in Territorial jurisdiction.	05
	Office not located in Southern Region	0
5	No. of Years in Manpower Operations (as on date of tender opening)	
	Above 6 Years	15
	Between 3 Years and 6 Years	10
	Below 3 Years	5

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

- i. The AGENCY carries on the business of providing temporary engagement services, in various establishment and premises at Secunderabad, Telangana.
- ii. The AGENCY has expressed its desire to provide these temporary engagements services to RAILTEL for its offices in Southern Region and RAILTEL has agreed to avail of such placement services.
- iii. The AGENCY has represented that it has the necessary infrastructure, resources and expertise to undertake such placement to the satisfaction of RAILTEL.
- iv. 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 WITNESSETH AS FOLLOWS:-

Scope of AGREEMENT

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

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 Southern Region, Secunderabad (hereinafter referred to as the "Premises") for the consideration and upon the other terms and condition herein provided.

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.

The consideration aforesaid will be paid by RAILTEL to the AGENCY, against monthly invoices raised at the end of each month, including the 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.

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 here to.

1 OBLIGATIONS OF THE AGENCY

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.

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.

The AGENCY to comply with all the provisions of labour laws such as ESI ACT, EPF, WCA 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 noncompliance.

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 there under from time to time.

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.

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.

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.

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.

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.

Maintenance of all types of records in respect of the personnel's deployed by the AGENCY shall be the responsibility of the AGENCY.

The agency will fulfill all the statutory compliance e.g. GST etc. in case of default of noncompliance of statutory compliances, RailTel reserves the right to terminate the contract and recover the amount along with interest and penalties without any notice.

2 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 on 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 be transferred anywhere within Southern 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 knownto 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.

3 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.

4 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.

5 OTHER TERMS AND TERMINATIONS

Agreement shall be deemed to have commenced as on and from (Date) and shall be in force for an initial period of one year 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.

Notwithstanding anything contained herein either party may, without cause, terminate this agreement by giving to the other 60 days written.

Expiry or earlier termination of this Agreement will not prejudice any rights of the parties that may have accrued prior thereto.

6 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.

7 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.

8 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 Hyderabad, Telangana.

9 JURISDICTION

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Secunderabad, Telangana 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 induplicate on their respective behalf at New Delhi on the day and year herein first above written.

SIGNED AND DELIVERED By
The AGENCY aforesaid

For The AGENCY
Authorized Signatory

SIGNED AND DELIVERED By
RAILTEL aforesaid

For RAILTEL

Authorized Signatory

In the presence of witnesses:

For the AGENCY

1.

2.

For RAILTEL

1.

2.

Annexure -III**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER BID DOCUMENTS**

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

I(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (RailTel), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website [www.railtelindia.com./](http://www.railtelindia.com/) <https://www.ireps.gov.in>. 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 any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with 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 along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
- 6 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 tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
- 7 I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

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

Annexure-IV Proforma
for Security Deposit/

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
BOND**

(On Stamp Paper of Rs one
hundred) (To be used by approved
Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at H.No 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Hyderabad-16 (Hereinafter called RailTel) having agreed to exempt(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order/LOA 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, on 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 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) / Tenderer(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) /Tenderer(s) shall have no claim against us for making such payment.
4. 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 We shall be discharged from all

liability under this Guarantee thereafter.

5. 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 power 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) / Tenderer(s).

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

Dated the day of 2023

for
(indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name

Annexure-V

No:

TO WHOM EVER IT MAY CONCERN

This is to certify that M/s____(Agency Name & Address with GST Number) is/was supplying/supplied the Manpower to this organization_____ (Government /PSU name & Address) during the period_____(the period mentioned should only be between 01.04.2019 to 31.03.2022).

The details of Manpower, Man months and value of the work are

S.No	Category (considered manpower – reference note- 2 below)	No of Manpower	Man Months	Value of the contract	Work Order/PO reference No
1					
2					

Encl: Copy of Work Order/PO No

(Name, Designation & Signature of the Authorized person)
Organization/PSU name

Official seal

Date:

NOTE:

1. This Annexure-V has to be issued only by Officers (Govt/PSU only) who are responsible of drawing the payments to Manpower Agency duly enclosing copies of Work order/Purchase order)
- 2 **Considered Manpower as defined** “Graduate Engineer/ Diploma Engineer/ITI Technicians involved in the implementation, maintenance & operations of Technical Engineering works/projects. Finance Executives CAs/ CA Inter, Marketing Executives (BBA/MBA), Office Assistants (Degree holders)” – the detailed manpower of above category only needs to be given in above annexure.

Annexure-VI**Summary of PO/WOs quoted under Annexure-V**

Sl. No	PO.No.	No. of Considered Manpower	Considered Man-Months	Value of the contract	Page No.of Corresponding Annexure-V	Page No of PO placed in offer document

Signature of the bidding Agency

NOTE: This Annexure-VI has to be issued only by bidder (manpower agency participating in the bid) if number of Annexure-V are more than one.

Annexure-VII

**DECLARATION
(to be submitted by the Bidder)**

- (A) This is to Certify that _____ (Name of the agency)
here by declare that we are preparing the salary bills from the office located in the territorial
judication of the EOI for which we made the BID. The Office Address and contact number
needs to be mentioned with Bank details, GST registration No & Copy and Labor license from
the local state govt..(copies to be attached)
- (B) This is to Certify that _____ (Name of the agency)
here by declare that we are preparing the salary from the office located at _____
(Place) which is not located in the territorial judication of the EOI for which we made the BID.

(Please tick as applicable. If non is ticked, it will be presumed that the agency is preparing the
salaries from office not located in the territorial judication of the EOI for which we made the BID)

Signature of the bidding Agency

Annexure-VIII

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

Chapter-3**e-Tendering/Bid Receipt (Online/Offline Activities Explained)****1. Availability of e-EOI/Tender Document:**

Tender Notice and EOI/Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com (or) from the e-Tendering portal <https://www.ireps.gov.in>. Printed copy of EOI/Tender Document will not be sold from RailTel office.

2. Submission of Bids only through online process is mandatory for this Tender

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.ireps.gov.in>, Indian Railways E-procurement system (IREPS). Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc

3. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage - Single Envelope': In this, bidder has to submit the Technical as well as financial bid/Evaluation sheet in single envelope "**ONLINE**".

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal. The entire bid-submission would be online on IREPS Portal.

RailTel's Contact Person & Designation

K.Srinivasa Reddy,

Asst General Manager/Admin/SR,

Telephone/ Mobile : 9949479922

E-mail ID: ksreddy@railtelindia.com

Broad outline of submissions are as follows:

- I. Submission of Cost of tender (if applicable) and Earnest Money Deposit (EMD)
- II. Submission of digitally signed copy of EOI/Tender Documents/Addenda
- III. Tenderer has to submit both Technical and Financial bid/Evaluation sheet as Single Packet
- IV. Online response to Terms & Conditions of Tender.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.

4. Address for communication & document submission:

- i. The bidder is required to submit the following documents online

a) EMD shall be submitted through IREPS Portal.**b) Cost of tender (if applicable) shall be submitted through IREPS portal****c) Power of Attorney on stamp paper in favour of the signatory duly authorizing the signatory shall be submitted (or) as and when requested by RailTel (offline). However, scanned Power of Attorney (POA) must be submitted at IREPS before opening of tender (Online).****d) Notarized Affidavit on stamp paper in original to be submitted as per clause No. 9.1 (or) as and when requested by RailTel (offline). But the scanned Affidavit must be submitted at IREPS before opening of tender (online).**

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexure during Online Bid-Submission.

5. Submission of Evaluation / Eligibility Criteria related documents

Evaluation / Eligibility criteria related documents viz. Technical & Financial Credential certificates and other documents as applicable shall be scanned and submitted online. **Bids received without submission of evaluation / eligibility criteria supporting documents will be summarily rejected.**

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender

opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

6. Instructions for EOI/Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on IREPS Portal <https://www.ireps.gov.in/>.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the EOI/Tender Documents from IREPS portal, and this should be done well before the deadline for bid-submission.

7. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in/>. For detailed instructions please refer to IREPS Portal.

8. Fax Quotations & Late Tenders: Fax EOI/Tender Documents and Late/Delayed tenders would not be considered.

9. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the EOI/Tender Documents alone shall be allowed to attend the tender opening.

10. **Addenda / Corrigenda:** Addenda / Corrigenda to the EOI/Tender Documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

11. Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above. All clarification shall be responded through email.

12. Bid submission and Opening date

13.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).

13.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.

13.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

13. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.ireps.gov.in/>, and go to the User-Guidance Center.

14. Additional Instructions: Please note

For E-Tendering bids /information by bidders is to be submitted "Online" on IREPS's e-Procurement Portal. Any document / information pertaining to this chapter will have to be

- submitted by the bidder online. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents. All columns should be filled and blank columns if any should be marked as NIL. Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specifications before filling up the Tender Form carefully.
15. Bids received after due date and time shall be summarily rejected and shall not be opened

***** **Document End** *****