

RAILTEL CORPORATION OF INDIA LIMITED

(A Government of India Undertaking)

(A Nav-ratna Company under Ministry of Railways)

Microwave Complex, Senapati Bapat Marg,
Mahalaxmi (West), Mumbai - 400013

EXPRESSION OF INTEREST (EOI)

For

Engagement of Experienced Manpower Service Providers for providing manpower and related services in Ahmedabad, Bhopal and Nagpur Territories & Regional office and Mumbai Territory of RailTel Corporation of India Ltd, Western Region

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पश्चिमी क्षेत्र के अहमदाबाद, भोपाल, नागपुर क्षेत्र तथा क्षेत्रीय कार्यालय और मुंबई क्षेत्र में श्रम शक्ति और संबंधित सेवाएं प्रदान करने के लिए अनुभवी श्रम शक्ति सेवा प्रदाताओं (मैन पावर सर्विस प्रोवाइडर) की नियुक्ति

Open Tender No. RailTel/WR/Tender/EOI/Manpower/2025/01

Date: 28.03.2025

Date of Opening – 18.04.2025

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RailTel Corporation of India Limited
(A Govt of India Enterprise under Ministry of Railways)
Regional Office, Western Railway Microwave Complex,
Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013.

No. RailTel/WR/Tender/EOI/Manpower/2025/01

Date : 28.03.2025

SECTION - 1**Para - 1.1 E-Tender Notice Inviting EOI (Expression of Interest)**

Sub: Engagement of Experienced Man-power Service providers for providing manpower and related services in Ahmedabad, Bhopal and Nagpur Territories & Regional Office and Mumbai Territory of RailTel Corporation of India Ltd, Western Region

RailTel Corporation of India Limited (RCIL), a Nav Ratna, fast growing Central PSU under Ministry of Railways invites open EOI for **Engaging Experienced Manpower Service providers for providing various services related to man power supply in Ahmedabad, Bhopal and Nagpur Territories & Regional Office and Mumbai Territory of RailTel Corporation of India Ltd, Western Region** in the domain of services given in the 'Scope of the Work' under their own supervisions, **for Two Years** from the date of commencement of services.

Sr. No.	Description and Jurisdiction of Work	Approx Cost (Rs.)	EMD Cost (Rs.)	Tender Document Cost (Rs.)
1	Engaging Experienced Manpower Service Provider for Regional Office and Mumbai Territory	20,40,00,000/-	20,40,000/-	2950/-
2	Engaging Experienced Manpower Service Provider for Ahmedabad, Bhopal and Nagpur Territory	23,00,00,000/-	23,00,000/-	2950/-

The EMD and Tender cost is to be paid online through IREPS Portal (www.ireps.gov.in) only.

1	E-Tender (EOI) Notice No.	RailTel/WR/Tender/EOI/Manpower/2025/01
2	Web address for downloading of Tender document & its submission	www.ireps.gov.in
3	Last Date of submission of EOI / Tender documents in IREPS	18.04.2025 upto 15.00 Hrs
4	Date and Time of Opening of EOI	18.04.2025 at 15.30 Hrs
5	Contract Completion Period	Two Years from the date of LOA.
6	Validity of Offer	30 days from the date of Tender opening

List of Documents required to be submitted along with Offer and the Eligibility Criteria, are given in the EOI documents. Fulfillment of eligibility criteria as mentioned therein is a pre-requisite for consideration of the offers. Late/ Delayed/ Incomplete Offers or Offers with insufficient cost of EOI / EMD will be **Summarily Rejected**.

Tender Bid: The EOI / e-Tender can be viewed, downloaded and submitted through web site www.ireps.gov.in only and the Bidder must be registered on IREPS portal. Printed copy of Tender Document will not be sold from RailTel Office. Tender document can be seen on RailTel's website www.railtelindia.com also.

For online bid submission the Bidder will have to necessarily download an official online copy of the Tender documents from IREPS's e-portal. The Tenderer / Bidder must have Class-III Digital signature Certificate. Each page of the documents / certificates in support of credentials, submitted by Bidder, shall be digitally signed by the Bidder / Tenderer or his Authorized representative. All relevant documents must be uploaded at the time of participating in e-Tendering. Manual offers are not allowed for e-Tender and any such manual offer received shall not be opened/accepted.

IMPORTANT NOTE : The Bidders should assign themselves Marks against each SOR Item in the IREPS's e-portal at the time of submission of bid. Marks should be self allotted by the Bidders strictly as per the Evaluation Criteria given in Annexure I (Page 28 of Tender Document). Marks should be matched with documentary proofs submitted along with the bid. Tender Committee will verify the same and may correct it to the extent of proofs available. Bidder with Highest Marks will be empanelled.

For further clarification on SOR Items and Evaluation Criteria, Bidders should refer to Annexure – I (Page – 28) of Tender documents OR Email your query to rndutta@railtelindia.com. Phone No.9004444117.

Last date and time of submission of queries/clarifications is One week before bid start date. It is requested that any queries/clarifications regarding the Tender may be sent through e-mail to rndutta@railtelindia.com (in word format) by authorized person only.

All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal & RailTel website.

The offers shall be opened on above said date in the presence of those Bidders who choose to be present 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.

Payment of Tender Document Cost (TDC) and EMD in respect of e-Tendering will be accepted through net-banking or payment gateway only on IREPS portal (e-Tender portal).

Note:

1. MSEs registered with UDYAM under Ministry of MSME are exempted from submission of cost of EOI documents & EMD only, subject to submission of valid supporting documents and the registration is current and valid. No other exemption will be given.
2. Small Scale Units registered with **NSIC** under single point registration scheme shall be exempted from the cost of EOI / Tender documents. These exemptions shall be

applicable provided units are registered with NSIC for tendered item and registration is current and valid. MSEs 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 and will be rejected.

3. MSEs claiming for the above exemptions under UDYAM, have to submit supporting documents as per Note above without which their Offers will be considered as invalid and **liable for Summarily Rejection**.
4. 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.

RailTel's Bank account details are as below: -

1	Name of the Branch & Address	State Bank of India, Churchgate Branch, Maharshi Karve Marg, Mumbai- 400 020
2	Name of Account Holder	RailTel Corporation of India Limited
3	Account No.	11037321307
4	IFSC Code	SBIN0001821
5	Branch Code	001821

The Tenderers shall submit a notarized Affidavit (as per Annexure – III) on a non-judicial stamp paper 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 given in tender document (Annexure F). Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents, duly digitally signed, by which they/he is qualifying the Eligibility Criteria, mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document by the tenderer as far as his qualification for the tender is concerned.

The last date for the submission of bid is 18.04.2025 at 15:00 hrs. and opening date of e-bid is **18.04.2025** at 15:30 hrs. In case 18.04.2025 is declared holiday, the e-tender will be opened on next working day at 15:00 hrs. RailTel Corporation reserves the right to reject any or all the Tender proposals without assigning any reason(s) therefor.

(Angad Prasad Yadava)
Sr.DGM/Admin
RCIL/WR/Mumbai

Para - 1.2 EOI DOCUMENT

The EOI document can be downloaded from RailTel's official website (www.railtelindia.com) and IREPS portal, **and submitted on-line along with** a cost of Rs.2950/-. The cost of the document (non-refundable), should be paid online in the portal.

Para - 1.3 GENERAL INSTRUCTIONS:

- 3.1 The Offers should be submitted strictly in the prescribed format within the stipulated timelines, 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.
- 3.3 The service provider shall replicate the best recruitment and other Human Resource Management practices prevailing in Govt/PSUs/Reputed organizations.

Para - 1.4 SUBMISSION OF PROPOSAL

1.4.1 INSTRUCTIONS TO THE BIDDER

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 No, Email ID :
- 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 Western Region and in India with Name and Contact details).
- 6) Annual Turn Over of Last 3 financial years from Manpower Service Providing businesses (2022-23, 2023-24 & 2024-25). Copies of audited Balance Sheets, P&L a/c OR Turnover certificate from Chartered Accountant (with proper UDIN). Annexure-VIII.
- 7) No. of Man-power supplied and Categories of Man-power supplied details as per Annexure-V during the last 3 Financial Years .
- 8) Details of satisfactory performance report from clients 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.

- 9) Summary sheet to be submitted by Bidder in Annexure-VI (If more than one Annexure-V submitted).
- 10) Declaration of Registered office location in Annexure - VII.
- 11) Copies of EPF Registration, ESI Registration, PAN Card, GST Registration of 6 States i.e. Maharashtra, Gujarat, Madhya Pradesh, Rajasthan, Chhattisgarh, Goa, and other Govt. Registrations under applicable Labour laws.
- 12) Copy of Labor registrations with respective State Governments in respect to EOI (Maharashtra, Gujarat, Goa).
- 13) No. of HR Personnel on the permanent roll of the Agency.
- 14) Signed & stamped on each paper of the proposal documents as acceptance of all terms and conditions of the proposal is to be enclosed including Integrity Pact, along with Power of Attorney if signed by Authorized representative.
- 15) Format for Affidavit as per Annexure - III to be notarized on non-judicial stamp paper of Value Rs100.
- 16) Documentary proof of Udyam, if any, towards exemption from submission of cost of EOI & EMD.
- 17) Declaration to accept the Service Charge.
- 18) Declaration about Indoor Medical Insurance and Personal Accident Insurance.
- 19) Declaration of acceptance of various Penalty Clauses as per **Scope of Work** in case of failure to meet the service expectations.

1.4.2 Accepting / rejecting of EOIs are within the discretion of RailTel. The proposals duly signed on every page including Annexures shall be submitted through online portal IREPS.

1.4.3 The proposal should be signed by a duly authorized representative of the service provider. It shall be certified that the person signing the proposal is empowered to do so on behalf of the Company either by way of copy of Board of Resolution of its Directors OR by Power of Attorney.

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

1.4.5 The proposal shall be filled in by the service provider neatly and accurately. Any overwriting/correction without authentication would render the proposal invalid. All the pages should be numbered and referenced properly in the **Check-List at Annexure - XII**.

1.4.6 Tender bids: Once the bids are submitted, no changes/ additions/ deletions/ alterations to the Tender Document are permitted under any circumstances.

1.4.7 **Conditional offers** or Offers which are not in conformity with the conditions of this Tender document or Offers without Affidavit or without Integrity Pact or without supporting documents for exemption under MSME will be **Summarily Rejected**.

Para - 1.5 Volume of Work & Contract Period

1.5.1 Approximate Number of posts in **Ahmedabad, Bhopal and Nagpur Territories of RailTel Corporation of India Ltd including Field employees is 200 & Regional Office and in Mumbai Territory including Field employee is 202. The bulk of the posts is Graduate Engineers.**

Variation Note: The above No. of posts are as-on-date position and may vary at the time of award of LOA or during the contract period. The Posts / No. of posts can be increased or decreased at any point of time during the contract period. If required, services may also be availed for other Territories of Western Region, in which case condition of PBG of appropriate value for balance period for the new territories will be applicable.

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

Para - 1.6 EARNEST MONEY DEPOSIT (EMD)

The Service provider shall deposit the EMD amount through online portal for an amount as indicated in the Notice. The EMD amount of successful Service Provider shall be retained as part of Security Deposit (SD) which will be released after successful completion of Work. The EMD of unsuccessful Service Providers will be refunded without interest.

Para - 1.7 SECURITY DEPOSIT (SD)

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

Thus total 5% SD will be available with RailTel during the contract period. This SD amount will be refunded after completion of the Contract minus any dues, if any. SD can be submitted by DD also in place of PBG. PBG, if submitted, should be valid for 28 months (24 months contract period + 4 months extra) from the date of LOA. PBG should be extended suitably to cover the period of extension of the contract, if any plus 4 months. PBG format is attached as **Annexure – IV**.

Para - 1.8 MONTHLY SERVICE CHARGES PAYABLE:

The Service Charge will be 3.85% (including all charges but excluding GST) of the **Gross Salary only**, payable by the Agency to each personnel deployed, every month. There will be no service charge payable on any other payment other than Salary. However, the Agency will be required to pay other payments also to the personnel deployed, such as TA/DA, Gratuity, Incentives etc which will be reimbursed by RailTel along with GST on receipt of State wise GST Invoices. **All the Compliances and Formalities related to GST and other Taxes have to be complied with by the Service Provider.** The eligible service provider that agrees to above Service charge will be considered for short listing by RailTel.

SECTION - 2**QUALIFYING CRITERIA and EVALUATION CRITERIA****Para - 2.1 QUALIFYING CRITERIA**

Para - 2.1.1 The Tenderers / Bidders who desire to submit response to this EOI must have provided / managed services of **2000 total employees including at least 1000 Degree/Diploma Engineers** (excluding Drivers, Housekeeping, Security, Office Boys, DEOs, Unskilled employees etc) in India on monthly average basis during last three financial years.

Para - 2.1.2 The Tenderers / Bidders should have valid registration certificates, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Professional Tax Registration and PAN Card, VAT Registration certificate, and registration under applicable labour laws and should submit copy of the same.

Para - 2.1.3 The Tenderers / Bidders should be in this line of business of providing manpower services for at least **last 7 years** (Service provider should submit a certificate from CA certifying 7 (seven) years of conducting business in providing manpower services) from the date of opening this EOI and should provide the details of the organizations / firms to which they have supplied manpower in the last 3 financial years (2022-23, 2023-24 & 2024-25) in the following format :

Sr. No.	Name of the organization	Contract No. and date	Value of the contract	Period of the contract	No. of Degree / Diploma Engineers supplied	Contact person of that organization with Tele No. & email ID.

Para - 2.1.4 The tenderer must have successfully completed any of the following during last 07 (Seven) years, ending last day of month previous to the one in which tender is invited:

1. Three similar work each costing not less than the amount equal to 30% of advertised value of the EOI, or
2. Two similar work each costing not less than the amount equal to 40% of advertised value of the EOI, or

3. One similar work each costing not less than the amount equal to 60% of advertised value of the EOI.

Note-1: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (TELCO), work experience certificate issued by Public listed company having average annual turnover of Rs.500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountants, TDS Certificates, for all payment received and copy of final/last bill paid by company in support of above work experience certificate).

Note-2 : Similar work means “supply of manpower and its related services”.

Para - 2.1.5 The Tenderers / Bidders should have received total Manpower Service Contract amount of at least 150% of the advertised Value of Work during the last 3 financial years (2022-23, 2023-24 & 2024-25).

The above criteria will be verified from **Clients’ Certificates** as per Annexure-V and also from **Annual Turnover Certificate** as per Annexure-VIII.

Para - 2.1.6 The Tenderers / Bidders should unconditionally accept the terms and conditions contained in this EOI. **Declaration Format** is available in Section - 5.

Para - 2.1.7 If the Tenderers / Bidders deliberately give wrong information in his/her Tender/EOI or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case Credential Certificate(s) submitted by the contractor are found to be incorrect / fake, the Bidder’s EMD deposited shall be forfeited in respective tenders he has quoted and he will be **debarred** from quoting in RailTel Tenders for a period of 2 years.

Para - 2.1.8 If the Tenderer / Bidder is found to have been debarred by any Govt. Deptt. / PSUs / Organization for any reason in last 3 years or in case of any information/document submitted by the Bidder is found to be false, fake or incorrect at a later stage, RailTel is free to take actions against the Tenderer / Bidder as deemed fit. The successful Tenderer / Bidder shall not engage in any activity, which conflicts directly or indirectly with the proposed assignment and that during the currency of the contract, the successful Agency shall not engage in any such conflicting activity. If found involved in any such activity, the contract shall be terminated forthwith.

Para - 2.2 **EVALUATION CRITERIA**

2.2.1: Empanelment will be based on aggregate of marks assigned to the agency with reference to their submissions of following details and based on evaluation of their submissions, as indicated in **Annexure - I** of this Expression of Interest (EOI) document. The highest aggregate marks will be considered for empanelment.

- 1) Turnover in the field of Manpower services during FY 2022-23, 2023-24 & 2024-25,
- 2) Value of Work completed satisfactorily in last 3 FY,
- 3) No. of manpower supplied and categories of manpower supplied in last 3 FY,
- 4) No. of Degree / Diploma Engineers provided in last 3 FY,
- 5) Agency's employee friendly HR portal,
- 6) Location of Registered Office of the bidder should be provided in **Annexure – VII**.
- 7) No. of projects undertaken with 400 or more manpower in last 3 FY,
- 8) Experience in providing manpower to Indian Railways / Railway PSUs.
- 9) Having subscriptions of two leading job portals with valid subscription proof,
- 10) No. of years in manpower service business.
- 11) State wise GST Registration certificates for states falling in the jurisdiction of Railtel, Western Region, i.e. Maharashtra, Gujarat, Madhya Pradesh, Rajasthan, Chhattisgarh, Goa.

2.2.2:

1. The highest aggregate marks scoring firm will be considered for empanelment.
2. If two or more firm got the same score, in this case the firm having highest turnover will be considered as empaneled.
3. The only one firm will be empaneled for the one work.
4. If the same firm got the highest score in both work then the firm will be empaneled for highest value of the work and next higher marks scoring firm will be empaneled for the other work.

Para - 2.3 General Instructions: Empanelment of manpower agency shall be based on the total marks obtained in EOI. In the event of agencies getting Equal marks in evaluation, the **Cumulative** Annual Turn Over of stated 3 Financial Years (2022-23, 2023-24 & 2024-25) will be taken into consideration for marks allotment / evaluation. 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..

SECTION - 3

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

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

RailTel Corporation of India Limited (RailTel), a Nav Ratna, Central PSU under Ministry of Railways invites Expression of Interests (EOI) for empaneling reputed and experienced Manpower Service providers in the domain of services given in the '**Scope of the Work**' under their own supervision, for providing services at Regional Office of RailTel Corporation of India Ltd. at Mahalaxmi, Mumbai - 13 and in Mumbai Territory including field staff.

SCOPE OF THE WORK
(INSTRUCTIONS TO THE BIDDER)

Para - 3.1 Requirement of Manpower Categories and Minimum Qualifications:

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

- I. Graduate Engineer/Diploma Engineer/Technicians:** (Job description) IT related jobs, OFC Network O&M, Projects and Service delivery related activities, Network Management related activities, Jobs related to IP Networks, WiFi, Railwire etc.
Minimum Qualification -
 - ❖ For Graduate Engineer -BE / BTECH in Electronics/Telecom/ IT/ Electrical,
 - ❖ For Diploma Engineer - Diploma in Electronics/ Telecom/ IT/ Electrical,
 - ❖ For MCA Engineer - MCA Degree,
 - ❖ For Technicians - ITI (Splicing / Electrical / others) or NCVT in relevant Trades. In case of non-availability of qualified candidates in this category Candidates with sufficient years of experience can also be considered except for Electrician Trade.
- II. Personal Assistant / Office Executive:** (Job description) Secretarial services, shorthand and outdoor/liaison, report generating and maintenance, file document / Record management and maintenance, maintenance of stationery and other activities as and when directed. **Minimum Qualification -** MBA/HR, Graduation from any discipline.
- III. CA/Accounts Executive:** (Job description) Audit & compliances, Data Entry, reconciliation, accounts maintenance, EMD, etc. **Minimum Qualification -** CA , ICWA, M.Com, MBA (Finance).

- IV. **Marketing Executive:** (Job description) Marketing related activities, Filing Tenders, Customers' Accounts maintenance etc. **Minimum Qualification** - MBA Degree / Two years full time PGDM in Marketing.
- V. **Supporting Staff:** (Job description) services associated with supporting in Group D services such as Office boys / Courier boy / TADK / Patroller / Helper / Housekeeper etc. **Minimum Qualification** - Xth pass.

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

Para - 3.2 Other Requirements under Scope of The Work

3.2.1 **Providing suitable CVs** of eligible candidates along with their educational certificates, preferably from local areas for interview / screening as and when demand for the same is raised by RailTel in above categories. Demand of candidates with job profile, educational qualification, experience and salary package will be intimated to the agency as and when vacancy arises. Agency should provide quality CVs from reputed job portals and In-house data base. Failure to provide valid CVs within 5 working days against this office written demands for the same will attract **Penalty of Rs.500/- per occasion.**

3.2.2 **Issue of Offer letter** / Joining letter should be done well in time before joining date of the candidates. Appointment letters should be issued / uploaded in Agency's HR Portal promptly after the candidates join the post.

3.2.3 **Issue of ESIC card** (where applicable), Insurance Card (if applicable) etc, generating UAN No. well in time of all the existing as well as new joinees.

3.2.4 **EPF related Issues** like Transfer of PF / withdrawal of PF of employees etc should be dealt with on priority basis.

3.2.5 **Prompt response.** All communications from RCIL related to services should be dealt with promptly. For this purpose empanelled Service Providers should nominate SPOC (Single point of Contact) and advise to RailTel.

3.2.6 **Employee Exit processes** of the employees should be finalized expeditiously with provision of timely replacement. The Service Provider should facilitate the withdrawal / transfer of PF of such employees leaving, along with providing them Relieving Letter, Experience Letter through HR Portal and by Email.

3.2.7 **The existing resources** who are already working with the present service providers will be transferred to the new Service provider once the LOA is issued. The PF/ESI in respect of such resources need to be regularized by the new Service provider. It will be responsibility of the new Service provider that the PF subscriptions already recovered and deposited in PF account by the previous service provider are properly transferred and maintained, by obtaining prescribed Form from the erstwhile employer/service provider.

3.2.8 Facilitating new hiring. On receipt of the Demand from RCIL, the agency will have to direct minimum 3 candidates of requisite qualification and experience for each post for their interview / walk-in for the particular post.

3.2.9 Facilitating new joining. When the candidate is found suitable in screening by RailTel Screening Committee, the details of such candidate will be sent to the agency so as to induct his name on the roll of the agency and issue Offer of Appointment letter to the candidate with certain conditions as given in the following paras and with direction to report to RailTel Office with original documents for verification. Once the candidate accepted the offer and joins the post, RailTel will confirm to Agency with joining date so that the Agency can issue Appointment Letter to the candidate from the date of joining and complete all other formalities required to be done in case of new joiners.

3.2.10 No claim for induction in RailTel roll. The candidates engaged will be purely on outsource basis and they will be on the roll of the concerned agency. They will have no right over the Railtel and they can not claim for induction on the roll of Railtel. This condition should be mentioned in the **Terms and Conditions** of Offer Letter and Appointment Letter of each candidate.

3.2.11 The period of hiring of manpower on outsource basis will be for one year from the date the candidate joins the post in this organization. This period can be extended further based on performance of the employee. A candidate so deputed to RailTel/WR for joining, once joined, has to serve for minimum one year period (excluding maternity period and Leave Without Pay period). If he/she wants to resign before completion of minimum one year of service, he/she has to pay one month's salary towards cost of hiring/training in addition to one month's notice period for resignation. This condition should be mentioned in the **Terms and Conditions** of Offer Letter and Appointment Letter of each candidate.

3.2.12 Resignation conditions. In case of resignation, an employee has to be present on duty on last working day of his/her resignation. If the last working day happens to be weekly Holiday or NH or PH then resigned employee has to be present on duty on the day before that Holiday/NH/PH. This condition should be mentioned in the **Terms and Conditions** of Offer Letter and Appointment Letter of each candidate.

3.2.13 Working Hours : The maximum working hours for outsource staff will be 48 hours in a week and 8 hours a day. For the administrative offices, the working hours will be from 9.30 hrs to 18 hrs with ½ hr lunch break and in other units where the shift duties are performed the working hours are 48 hours in a week and 8 hours in a day. This condition should be mentioned in the **Terms and Conditions** of Offer Letter and Appointment Letter of each candidate.

3.2.14 Holidays : The RailTel office will remain closed on 3 National Holidays and on other Public Holidays as notified every year. Employees working on National Holidays will be paid @ Rs.280/- per holiday as compensation and employees working on notified Public Holidays can claim Compensatory Rest within one month. Also, for working on Sundays / weekly rest days on administrative requirements, they will be allowed compensatory rest. This condition should be mentioned in the **Terms and Conditions** of Offer Letter and Appointment Letter of each candidate.

3.2.15 **Leave** : The outsource employees will be entitled for 1 day leave for each completed month of service to be utilized by the end of Calendar year. This leave can not be carried forward to January next year and can not be availed during Notice period. They are also entitled for 6 days Medical Leave per year for self only supported by medical certificate/prescription. Unutilized medical leave can be carried forward to next year. This condition should be mentioned in the **Terms and Conditions** of Offer Letter and Appointment Letter of each candidate.

3.2.16 **Unsatisfactory Performance.** In case performance of any outsource employee is not found to be satisfactory or the integrity being doubtful or long absent, or misbehaves with seniors, or found to be under the influence of drugs / intoxicants / liquor / gutka / tambaku / cigarette etc, the services of such employee will be terminated immediately and sent back to the concerned service providing Agency for replacement. However, RailTel may also suitably reward a good performer based on performance. This condition should be mentioned in the **Terms and Conditions** of Offer Letter and Appointment Letter of each candidate.

3.2.17 **Notice for Resignation.** Agency must ensure that their deputed outsource employees should give atleast one month notice of resignation failing which one month's salary should be refunded to RailTel in lieu of Notice period. Otherwise their relieving letter and experience certificate will not be issued by the Agency. For new joiners, they have to serve Railtel for minimum one year period (excluding maternity period and Leave Without Pay period). If he wants to resign before completion of minimum one year of service, he has to pay one month's salary towards cost of hiring/training in addition to one month's notice period for resignation. This condition should be mentioned in the **Terms and Conditions** of Offer Letter and Appointment Letter of each candidate.

3.2.18 **Office dress code.** All the outsourced employees deputed to work in Railtel should strictly adhere to office dress code failing which disciplinary actions will be initiated against them. Employees should maintain strict discipline in office work and office behavior and any kind of deviation will attract disciplinary action. This condition should be mentioned in the **Terms and Conditions** of Offer Letter and Appointment Letter of each candidate.

3.2.19 **Release of Salary on Time.** Agency will ensure to release the monthly Salary to each manpower deputed to RailTel/WR by last working day of every month, based on Salary sheets and Attendance sent by RailTel by 23rd day of each month. Payment of Reimbursement (TA/DA etc) along with salary shall also be paid on last working day of every month based on Employees' TA/DA Sheets sent by RailTel along with Salary sheets. Failure to disburse salary on last working day of the month will attract **Penalty of Rs. 5000/- for each day of delay.** Agency will ensure that compliance to payroll processing system, audit, adherence to work ethics and labor laws are strictly adhered to.

3.2.20 Railtel will take into account Leave taken by each employee while preparing Salary Sheet before sending to Agency. Agency should maintain these Leave taken records of each employee on Agency's HR Portal.

3.2.21 **The Salary Packages** payable to such outsource employees are decided by the Corporate Office of this organization from time to time which will be advised to the agency. The concerned agency will pay the salary strictly as per the details furnished by

this office and no addition / deletion to be made to this salary structure. Agency shall pay salaries to their deputed employees through ECS / RTGS directly to their respective bank account.

3.2.22 Salary Slips. Each of the outsource employee should be provided with Salary Slip immediately after release of salary, through download options on Agency's HR Portal.

3.2.23 Raising Invoice for payment. After disbursement of Salaries and TA/DA etc every month, the agency will raise the GST E-Invoice to RailTel together with their Service Charges on salary portion and GST (State wise) attaching the paid salary sheet for the month. PF challan and ESI contribution challan of the previous month should also be attached for verification of this office.

3.2.24 TDS will be recovered from the Invoice of the Agency as admissible OR based on the certificate provided by the Agency for low TDS deduction. TDS certificate will be issued as per Income tax rules.

3.2.25 NOC for Experience Letter. Agency will issue Relieving Letter and Experience Letter and any other service related letter to any manpower only after obtaining NOC from RailTel.

3.2.26 RailTel will not undertake any responsibility towards any kind of loans availed / sanctioned to the outsource employees so deputed.

3.2.27 Compliance of Labour Laws / Workmens' Compensation Act, EPF, ESIC and any such type of Statutory provisions applied to such services would be the responsibility of the Agency and the agency shall provide a certificate of compliance thereof to the RailTel every month along with monthly Invoices.

3.2.28 TA-DA Rules. All Graduate/Diploma/MCA Engineers, PAs, Office Executives shall be eligible for travel on duty in train in AC-III Tier (except Rajdhani, Vande Bharat, Shatabdi, Duronto). Original Tickets are required for reimbursement. Rest all category of employees are entitled for travel by train in sleeper only.

- ❖ For conveyance, employees are eligible for Mileage allowance @ Rs.6 per Km subject to maximum Rs.265/- per day. They are also entitled for normal bus fare for travel on duty, with production of ticket without any limit.
- ❖ For outstation duties they will be allowed DA of Rs.265/- per day.
- ❖ Hotel stay charges payable as applicable to different class of cities as laid down by CO/RailTel from time to time (present slab for X, Y and Z class cities is Rs.1200, Rs.1000 and Rs.800 respectively).

3.2.29 PF remittance compliance. The contributions towards the PF/ESI including the employer's contributions shall be remitted to the concerned office on monthly basis by the Agency. It will be responsibility of the Agency to facilitate the generation of UAN No. of new employees or transfer of PF of existing UAN No. holder. ESI cards to the employees shall be issued on priority basis. If an employee leaves the job for any reason, it will be the responsibility of the Agency to arrange the transfer of PF amount of the concerned employee.

3.2.30 The existing outsource employees who have been deputed to work in RailTel by the present Agencies, will be transferred to the newly empanelled Agencies once the LOA is issued. New Agencies should also ensure that the PF / ESI subscriptions of such existing employees already recovered by earlier Agencies, are properly transferred and maintained.

3.2.31 The Agency has to give Offer letters, Relieving letters, Experience Certificates, **Form-16** etc. on time, to the deployed resources as per the requirement.

3.2.32 Agency will have to submit a compliance certificate along with monthly Invoice stating that –

“All terms and conditions mentioned in the LOA have since been complied with i.e. issue of ESIC / Identity Card / remittance of PF subscription for the previous month in respect of all employees on our roll who have been deputed to RailTel Corporation during the month of _____. PF and ESIC Challans of previous month are attached.”

3.2.33 Selected Agency should be registered with Shramik Kalyan Portal as per the requirements of Government of India.

SECTION - 4

General Terms and Conditions

Para - 4.1 AWARD OF CONTRACT

4.1.1 The contract shall be awarded to the service providing Agency, by conveying Letter of Acceptance (LOA) of the proposal by RailTel through registered /speed post/ courier / email. Negotiation with the service provider, if needed, will be done before award of contract. Agency is expected to commence the service from the date of LOA.

4.1.2 All the Terms and Conditions as stated in Tender / EOI documents, and LOA conveyed by RailTel will constitute the contract between the Service provider and RailTel.

4.1.3 The Service provider is expected to commence the assignment from the date of LOA issued by RailTel as per its requirements and on the terms & conditions specified therein.

4.1.4 If during the operation of contract it is found out at any given time that the Service Provider had provided wrong information in his/her Tender/EOI or had created such circumstances for the acceptance of his/her tender through unfair means or is engaging in any unfair means, then RailTel reserves the right to terminate the Contract at any stage, forfeit the SD and **blacklisted** for a period of 2 years.

.Para - 4.2 FORCE MAJEURE

4.2.1 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.

4.2.2 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.

4.2.3 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.

4.2.4 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.

4.2.5 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.

Para - 4.3 INDEMNITY

4.3.1 The Service Provider shall submit an **Indemnity Bond** on Rs.100 Non-judicial Stamp paper along with EOI documents thereby agreeing 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.

4.3.2 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.

Para - 4.4 OTHER TERMS & CONDITIONS

4.4.1 Any changes in the terms and conditions mentioned in this Tender/EOI 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.

4.4.2 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/official email to an authorized representative of the Party.

4.4.3 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. For this purpose, Selected Service Provider will provide a list of such authorized officials at the time of signing of Agreement.

4.4.4 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 the same will not be reimbursed by RailTel.

4.4.5 RailTel reserves the right to modify, expand, restrict, scrap and refloat the EOI without assigning any reasons.

Para - 4.5 COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT – EFFECTIVENESS OF CONTRACT

4.5.1 Commencement of Services : This Contract shall come into effect from the date of issuance of Letter of Acceptance by RailTel. The selected service provider is expected to commence the assignment on the date and at the location to be specified in the LOA to be issued by RailTel as per its requirement. If the Service provider fails to commence the assignment within the specified schedule as per LOA, the contract shall be liable to be terminated.

4.5.2 Expiration of Contract : Unless terminated earlier, the Contract shall expire at the end of such time period after the effective date as specified in Para 1.5.2 above.

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

4.5.4 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.

4.5.5 TERMINATION :

1) By the 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 (d), and sixty (60) days in the case of the event referred to in clause (e) and (f).

- (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 the service provider defaults in EPF and GST compliances.
- (d) If as the result of Force Majure, the service providers are unable to perform a material portion of the Services for a period not less than sixty (60) days; or
- (e) If Railtel, in its sole discretion, decides to terminate this Contract.
- (f) If the service provider or its employees/agents indulges in any malpractice relating to providing the outsourcing of the services.

In the event of termination on unsatisfactory service or in violation of any of the terms & conditions of contract, EMD (Earnest Money Deposit) & PBG/Security Deposit shall stand forfeited in addition to banning of service provider for a period of 2 years. This will be in addition to any other action that RailTel may deem fit in the facts and circumstances of the case.

2) By the Service Provider

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

Para - 4.6 PAYMENT UPON TERMINATION: RailTel at its sole discretion may decide & pay remuneration for services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by service provider.

Para - 4.7 OBLIGATIONS OF THE SERVICE PROVIDER:

4.7.1 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.

4.7.2 Statutory Compliances & Labour Laws : Compliance of all the required Labour Laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions viz-a viz the employees would be the responsibility of the Service Provider and the Service Provider shall submit a Certificate of the compliance thereof to RailTel every month along with Invoice.

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

Para - 4.8 THE SERVICE PROVIDER NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, RECRUITMENT FEE etc.

4.8.1 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.

4.8.2 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.

4.8.3 All transactions between the Service Provider and any 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.

4.8.4 The 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.

Para - 4.9 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT : Either 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.

Para - 4.10 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.

Para - 4.11 REMOVAL AND/OR SUBSTITUTION OF DEPLOYED PERSONNEL

4.11.1 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, or 3) Remains unauthorized absent from duties for more than one week then the service provider shall, at RailTel's written request specifying the grounds thereof shall provide suitable substitute of the personnel.

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

Para - 4.12 LIABILITY FOR DEPLOYED PERSONNEL

4.12.1 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.

4.12.2 The agency should verify/ascertain/ensure before deploying a outsource resources regarding his satisfactory Character & Antecedent records.

Para - 4.13 OBLIGATIONS OF THE CORPORATION : RailTel shall provide the Service Provider such reasonable assistance as may be required in order to carry out the assignments satisfactorily.

Para - 4.14 PAYMENT CONDITIONS TO THE SERVICE PROVIDER

4.14.1 Reimbursement of Invoices will be made by RailTel to the Service provider on monthly basis against monthly state-wise GST E-Invoices raised (in duplicate) at the end of each month by the Service provider including Service Charges as per the Agreement. Such re-imburement shall be made within Fifteen days of the receipt of the said Invoices. TDS will be deducted on the entire Bill value.

4.14.2 The Service Provider should submit the Tax Invoices with details of GST Number, PAN No, PF & ESI Registration No., Professional Tax if applicable and Bank account details in which payment will be made by RailTel through RTGS method. The following documents should be enclosed along with the bill :

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

4.14.3 Trade Receivables Discounting System (TReDS) for MSME:

1. "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
2. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor
3. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
4. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Para - 4.15 INTEGRITY PACT (IP) PROGRAM

RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to Procurement and / or Services etc. and other items or activities proposed to be carried out or required by the company for the value exceeding Rs.15 Crores at a time will be covered under the Integrity Pact Program and the Vendors are required to sign the IP documents and submit the same to RailTel before or along with the bid.

- a) Only those Vendors who have purchased the Tender documents and signed the Integrity Pact (IP) documents can send their grievances if any, again to the independent external monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

The names of IEMs and contact details are as under :

- 1) Mrs. Vijaya Kanth, email-vkanthmrl2003@yahoo.com
- 2) Shri Vinayaka Rao Turaga, email-tvrao56@gmail.com .

Name and contact details of Nodal Officer (IP) in RailTel –
Chief Vigilance Officer,
RailTel Corporation of India Ltd, 6th floor,
Office Block, NBCC Complex, East Kidwai Nagar,
New Delhi-110023. Email – cvo@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor, and even if the value of PO placed on any / each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the pact continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact (in two copies) on a non-judicial stamp paper of Rs.100 duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the integrity pact shall be signed by all the partners or consortium members.
- d) Bidder of foreign origin may submit the integrity pact on its company's letter head, duly signed by the person signing the bid.
- e) The integrity pact shall be submitted by the bidder duly signed in all pages along with the bid in separate envelop, duly superscripted with "Integrity Pact". **Tender received without signed copy of the IP document will be liable to be rejected.** Proforma for signing the Integrity Pact is available at Annexure – X (Form No. 11).
- f) One copy of IP shall be retained by RailTel and the second copy will be issued to the representatives of the bidder during the bid opening. If the bidder's representative is not present during the bid opening, the second copy shall be sent to the bidder by post /courier.
- g) The IP is applicable in this tender vide CVC circular dated 18.05.09 and revised guideline of CVC circular number 015/VGL/091 dated 13.01.2017 or the latest update from time to time shall be followed.

Para - 4.16 CORRUPT OR FRAUDULENT PRACTICES

4.16.1 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.

4.16.2 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 bidding for the contract in question. RailTel shall be free to take any other action also.

4.16.3 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.

Para - 4.17 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.

Para - 4.18 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 / Hindi language and the venue of the arbitration shall be **Gurgaon**. The arbitration shall be as per the Arbitration and Conciliation Act.

Para - 4.19 JURISDICTION : The Parties hereby irrevocable consent to the **sole jurisdiction of the Courts of Mumbai** only in connection with any actions or proceedings arising out of or in relation to this proposal.

Sr. DGM (Admin)
For & on behalf of
RailTel Corporation of India Ltd.

SECTION – 5**FORMAT FOR SUBMITTING TENDER**

(to be submitted on Letter head of the Firm along with documentary evidences)

Sr. No.	Particulars of the Bidder	Remarks of the Bidder
1	Name of the Company/ Firm/Agency.	
2	Status: Partnership Firm / Private Limited Company/ Public Limited Company/ Joint Venture /Any other.	
3	Addresses along with telephone number and email Id. Of Registered Office and all branch offices	
4	Details of incorporation under Companies Act (Attach Memorandum & Article of Association, Certificate of incorporation).	
5	Organization structure with location details in India and regular onroll manpower details.	
6	GST Registration Certificates of all 6 states (Maharashtra, Gujarat, MP, Chhattisgarh, Rajasthan, Goa)	
7	Copies of Bidder's EPF, ESI, PAN Registrations and Labor registrations with Maharashtra and Gujarat State Govt.under applicable Labor Laws.	
8	Number of HR experts on its permanent rolls	
9	Copies of the registration certificates of Regional Labor Commissioner, EPF registration, ESI registration, PAN Card, and other registration under applicable Labor Laws.	
10	Documentary proof of NSCI / MSME (if any)	
11	Regular updation of all data on Shramik Kalyan Portal (attach documentary evidence).	
12	Affidavit as per Annx. III, duly attested by Notary on non-judicial stamp paper of value Rs.100.	
13	Declaration for not furnishing any misleading and or false information as per Annx. XI	
14	Undertaking for not being engaged in any corrupt and fraudulent practice.	
15	Undertaking for financial stability	
16	Undertaking for Nil legal suit /criminal case pending	
17	Annual Turnover of last 3 financial years (2022-23, 2023-24 & 2024-25) in respect of providing manpower services	
18	Total No. of Manpower supplied in last 3 FY – Annx. - V	
19	Work Experience and Satisfactory Performance Certificates & Various Categories of Manpower supplied to the Clients	
20	Bidder is having its own Employee friendly HR Portal.	
21	Subscription Receipt of leading Job Portal for last 2 Fin. Years	
22	Submission of Offer Letter as per Annexure - X.	
23	Submitting the documents as per Checklist in Annx.-XII	

Annexure – I

Empanelment of Agencies for providing Manpower services.

Evaluation Criteria

Sr. No.	Parameter	Marks
1	Annual Turnover of the Company from Manpower Service Business during the last 3 FY 2022-23, 2023-24 & 2024-25 [Audited Balance Sheets OR Turnover certificate from CA (with proper UDIN) should be attached. CA should certify that the Turnover is from Manpower Service Business] Para - 2.1.3	
	Above Rs.500,00,00,000/- in last 3 Financial Years	15
	Between Rs.200,00,00,000/- and Rs.500,00,00,000/- in last 3 FY	12
	Between Rs.100,00,00,000/- and Rs.200,00,00,000/- in last 3 FY	08
	Between Rs.30,00,00,000/- and Rs.100,00,00,000/- in last 3 FY	05
2	Value of Work the Company has successfully completed from Manpower Service Business during the last 3 Financial Years [Attach Certificates] Para - 2.1.7	
	Above Rs.50,00,00,000/-	05
	Between Rs.20,00,00,000/- and Rs.50,00,00,000/-	03
	Between Rs.10,00,00,000/- and Rs.20,00,00,000/-	02
3	No. of Technical / Non-Technical Manpower supplied/managed by the Bidder per month for its Manpower Service Business (as per Annexure-V) during the last 3 FY. Drivers, Housekeeping, Security, Office Boys, DEOs, Unskilled employees etc are excluded from this number and will not be counted. Para - 2.1.1	
	Above 5001 manpower	10
	Between 4001 manpower and upto 5000 manpower	08
	Between 3001 manpower and upto 4000 manpower	05
	Between 2000 manpower and upto 3000 manpower	03
4	No. of Technical Manpower (Degree and Diploma Engineers only) supplied/managed on monthly average basis as part of Manpower Service Business (as per clients list in Annexure-V) during the last 3 FY. Para - 2.1.1	
	Above 2000 Degree/Diploma Engineers	10
	Between 1500 and 2000 Degree/Diploma Engineers	08
	Between 1000 and 1500 Degree/Diploma Engineers	05
5	Bidder is having Web based HR/Payroll Portal (with Download options of Offer / Appointment / Relieving / Experience Letters, Pay-slips etc, online Leave Records and other employee friendly features). Marks will be given on the basis of live Presentations from the eligible bidders.	15
6	Bidder is having Registered Office in Mumbai (attach CA certified copy which can be verified from MCA site) Para - 2.1.4	10
7	Bidder has supplied 400 Nos. of manpower or more to each of minimum 4 projects in the last 3 Financial Years	05
8	Bidder has past experience in providing manpower services to Indian Railways, Railway PSUs	05
9	Bidder is having valid subscriptions of atleast 2 leading Job Portals during the last 2 Financial Years (Valid Subscription proof should be attached. Subscriptions should be currently valid)	05

Sr. No.	Parameter	Marks
10	Bidder is having GST registrations in the States of Maharashtra, Gujarat, Madhya Pradesh, Rajasthan, Goa and Chhattisgarh. Registration proof should be attached.	05
11	No. of Years since in Manpower Service Business (as on date of tender opening) Para - 2.1.6	
	Above 15 Years	15
	Between 10 Years and 15 Years	10
	Between 7 Years and 10 Years	05

Annexure – II**CONTRACT AGREEMENT**

THIS AGREEMENT is made on this (DATE_____) BY AND BETWEEN RailTelCorporation of India Limited (RailTel), A Company incorporated under the Companies Act 1956 and having its Registered Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi West, Mumbai – 400 013 (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. _____

_____ (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 Manpower engagement and related services, in various establishments and premises in Mumbai and other cities.
- ii. The AGENCY has expressed its desire to provide these temporary Manpower engagements and related services to RAILTEL, Western Region for its Offices and Fields in Western Region and RAILTEL has agreed to avail of such manpower 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 e-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 provisions of such manpower services 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:-

Scope of AGREEMENT

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

The AGENCY shall, during the term of this agreement provide RAILTEL with manpower placement and related services as referred to as the “Services” at and in respect of its Offices in Ahmedabad, Bhopal and Nagpur Territories and Fields in Ahmedabad, Bhopal and Nagpur Territories (hereinafter referred to as the “Premises”) for the consideration and upon the other terms and conditions 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 GST Invoices (State wise) 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 required number of manpower as per the required qualification and experience at the premises, or any other offices of RAILTEL, as may be required by RAILTEL and at rates included in the Service Charge as agreed between the parties.

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 all the statutory requirements of EPF/ ESI and others, of the temporary personnel engaged by it for RAILTEL to the satisfaction of RAILTEL. The AGENCY shall communicate / file any information required on this to RailTel or Statutory Bodies as required.

The AGENCY will comply with all the provisions of labour laws such as ESI ACT, EPF, WCA and other statutory requirements. In the event of non-compliance of the same by the AGENCY, the AGENCY has 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 registers for the personnel deployed by the AGENCY at the premises of RAILTEL shall be provided by RAILTEL every month along with Salary Sheet and Leave details. It shall be monitored by the AGENCY for release of salary on time (last working day of the month) and uploading Leave details and Salary Slip of each employee on Agency's web-portal.

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 of the said employee 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 GST related statutory compliances also and in case of default of noncompliance of such 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 manpower is purely temporary and on Contract basis.

b) The offer is based on the Contract between RAILTEL and THE AGENCY for providing manpower services which is only for a specific period, which may however be extended depending on the requirement of the Contract and also on the basis of the performance of the AGENCY. The services of the AGENCY may be terminated by RAILTEL with a notice of one month for any breach of contract.

c) The service of the temporary manpower engaged are liable to be transferred anywhere within Western 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 manpower 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, the AGENCY and the temporary manpower engaged will come in possession of certain information and secrets related to RAILTEL. The AGENCY or temporary manpower 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 any 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 temporary manpower, 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 at 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.

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 indemnify 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. For this purpose, AGENCY will submit an Indemnity Bond with above undertakings in the bond.

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 Two years from the said date. Any change in the consideration agreed, beyond this period would be by way of mutual consent and in writing only. Thereafter, the parties may extend the Agreement for two more years, one year at a time, 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 and conditions are applicable 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 Mumbai, Maharashtra.

9 JURISDICTION

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Mumbai, Maharashtra 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

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 BIDDER 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 (EOI) No. _____ of (RailTel/WR), 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.

- 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 tenders, it shall lead to forfeiture of the tender EMD besides banning of business for **Two years** on entire RailTel. Further, I/we (name of the Firm / bidder) _____ and all my/our constituents understand this condition and that my/our offer shall be summarily rejected.
- 8 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 **Two 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:

NOTE : Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

Annexure - IV

PROFORMA FOR SD / PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs One hundred)

(From any approved Scheduled Bank)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi West, Mumbai – 400 013 (Hereinafter called RailTel) having agreed to exempt

.....(Hereinafter called “the said Contractor”) from the demand, under the terms and conditions of an Purchase Order/LOA No.....dated made between.....and..... for (hereinaftercalled “ 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 anyof 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 tooor 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 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) / 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 2025

for

(indicate the name of the Bank)

Witness

- | | |
|--------------|------|
| 1. Signature | Name |
| 2. Signature | Name |

Annexure -V**CLIENT CERTIFICATE for Manpower Category and Satisfactory Performance****(To be submitted by Bidder)**

File No:

TO WHOM SO 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. (Name of the Client) during the period _____ (the period mentioned should be only between 01.04.2022 to 31.03.2025).

The performance of the Manpower Agency is / was Satisfactory during the above said period. The details of considered Manpower (category wise), No. of Manpower category wise and value of the work are as under :

Sr. No.	Financial Year	Category of Manpower (reference Note-b below)				No of Man power	Value of the contract	Work Order/ PO reference No
1		Degree Engg	Diploma Engg	Others	TOTAL			
2								

Encl: Copy of Work Order/PO No

(Name, Designation & Signature of the Authorized person)

Organization/PSU name

Official seal with date

NOTE:

- a) This Annexure-V has to be issued only by Officers (Govt/PSU /Telecom) who are responsible of drawing the payments to Manpower Agency duly enclosing copies of Work order/Purchase order/LOA).
- b) **Considered Manpower as defined as** “Degree Engineer / Diploma Engineer/MCAs/ITI Technicians, MBA(Fin.), CAs / Inter CA /M.Com, MBA Marketing, MBA HR, Office Assistants/PS/Stenographers (Bachelor Degree holders)” – the detailed manpower of above categories only needs to be given in above Annexure.

Annexure-VI**PAST WORK EXPERIENCE****POs / WOs / LOAs received by BIDDER****in last 3 FY including ongoing work****(On Agency's Letter Head)**

Details of the organization/ firms to which Tenderer has Supplied manpower in last three FY i.e. 2022-23, 2023-24 & 2024-25 (Attach LOA/PO/WO with page number):

SN.	Financial Year	Name of the organization	Contract No. & date	Value of the contract	Period of the contract	No. of Manpower Resources	Certificate from Client with reference page No.

Note:

Only the work executed by the Bidder in his own name should be indicated.

Signature of the bidding Agency with Seal

Annexure - VII

DECLARATION OF REGISTERED OFFICE LOCATION

(to be submitted by the Bidder on its Letter Head)

(A) This is to Certify that we, _____ (Name of the agency) here by declare that our registered office is located in Mumbai in Maharashtra. It is further certified that we prepare our salaries from this registered office.

Note : The Mumbai registered Office Address and contact number needs to be mentioned here along 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 we, _____ (Name of the agency) here by declare that our registered office is not located in Mumbai in Maharashtra. Our registered office is located in _____ (give full address with Pin code) and we prepare our salaries from this registered office.

Signature of the bidding Agency with Seal

Annexure -VIII**ANNUAL TURNOVER CERTIFICATE (for Last 3 FY)**

(On Agency's Letter Head)

Name of Company/Agency.

S.N.	Description	Financial Data (in INR)		
		Year 2022-23	Year 2023-24	Year 2024-25
1	Annual turnover from Manpower Outsourcing Business			
2	Gross Annual Turnover			
3	Profit After Tax SPAT			
4	Net Worth			

Note: The details given in this Annexure-VI shall be certified by CA/Auditor by generating Unique Document Identifications Number (UDIN) as per Gazette Notification No. 1-CA (7)/192/2019 dated 02.08.2019 failing which Employer has right to reject the bid. Copies of Annual Report shall not be enclosed.

1. All documents supporting the above date shall reflect the financial position of the applicant/bidder and not sister or Parent Company.

2. This Annexure shall be duly certified by Chartered Accountant/Company Auditor in original under his signature, stamp and membership number.

Date:

(Signature of Chartered Accountant/Company Auditor)

(Name of Chartered Accountant/Company Auditor)

(Membership Number of Chartered Accountant/Company Auditor)

Annexure - IX**STATEMENT OF DEVIATIONS****(PROFORMA FOR STATEMENT OF DEVIATIONS)**

(On Agency's Letter Head)

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 of the bidding Agency with Seal

OFFER LETTER by the BIDDER
(by the Bidder on their Letter-head)

From:

M/s. _____

To,

Principal Executive Director,
Western Region
RailTel Corporation of India Limited., Mumbai

Sub: EOI for Manpower services to RailTel-WR for a period of Two years.

Ref: EOI No. RailTel/WR/Tender/EOI/Manpower/2025/01.

I/We the undersigned hereby offer to COMMENCE the work within seven days from the date of issue of Letter Of Acceptance against this EOI in strict compliance within the provision detailed in the EOI document attached.

I/We agree that Offer against this EOI shall not be restricted or withdrawn and shall remain open for acceptance for and during the period of 90 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 (EMD) for EOI has been paid through online portal IREPS / exempted and Udyam Certificate for exemption is enclosed.

The full value of EMD 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 RailTelCorporation 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 as indicated in the Letter of Acceptance issued to us.

Yours Sincerely,

Signature of the Bidder with Seal

Place: -

Date: -

DECLARATION FOR ACCEPTANCE OF TERMS AND CONDITIONS**TO BE SUBMITTED BY THE BIDDER**

1. I/we M/s....., 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. / PSUs / Organization for any reason in last 3 years. In case of any information/document is found to be false, fake or incorrect, RailTel is free to take actions against my/our agency as deemed fit by them. I/we M/s.....do also hereby declare that I/we are not engaged in any activity, which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.
2. I/we, M/s.....do further declare that the **Service Charges @ 3.85%** of the monthly Gross Salaries payable to per personnel deployed, as per the terms at **Para 1.8** of this EOI document, is accepted to me/us.
3. The Cost of the **Indoor Medical Insurance** cover of Rs. 1 Lac per resource and **Personal Accident Insurance** cover of Rs.10 Lac per resource (including cashless facility) shall be borne by me / us M/s All the employees covered under above two insurances shall be provided with Insurance Card within one month from DOC and shall be kept valid till the life of the Contract. Necessary supports to eligible resources to avail such facility in case of necessity shall be provided by our HR Team.
4. The various **Penalty Clauses in Section 4** (General Terms and Conditions) in case of failure on our part to provide satisfactory services, are accepted to me/us.
5. All Other terms and conditions as indicated in this Tender document, including Volume of Work in Para 4 of Section 4 and Payment of Gratuity in Para 28 of Section 3, are also accepted by me/us M/s

(Signature of Authorized signatory with Seal & Date)

Annexure - XII

CHECK - LIST for the BIDDER

Sr. 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 Bidder with details of Registered Address , Phone No., E-mail ID with other Offices Location details etc (All the Office addresses and contact details in India are to be given).			
6	Name of the Authorized Person Submitting the Tender Documents (Attach Authorization Letter i.e. Power of Attorney to sign the Tenders by the company on its behalf)			
7	Company Profile / Main Line of Business clearly bringing out No. of years in service.			
8	Annual Turn Over of last 3 financial years (2022-23, 2023-24 & 2024-25) from Manpower Service Business only as per Client Certificate (Annexure-V). Copies of audited balance sheets, P&L A/c OR Turnover Certificate from Chartered Accountant (with proper UDIN).			
9	No. of Manpower supplied/managed by the Bidder for its Manpower Service Business (as per clients Certificate in Annexure-V) during the last 3 FY. Drivers, Housekeeping, Security, Office Boys, DEOs, Unskilled employees are excluded from this number and will not be counted.			
10	Details of Satisfactory Performance reports from clients duly attaching certificates 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 Bidder's registered office in Annexure-VII			
13	Registration Copies of EPF, ESI, PAN, GST, P.Tax etc.			
14	Copy of Labor registration with respective State Governments			
15	Signed copy of the Tender/EOI documents (to be signed and stamped on each page before uploading, failing which the offer will be summarily rejected) as acceptance of all Terms and Conditions of this EOI.			
16	Format for Affidavit as per Annexure- III to be attested by Notary on non- judicial stamp paper of Value Rs100.			
17	Other documents signed & submitted as per various Annexures and as per 'Format for Submitting Tender' in Section - 5			

Certified that the EOI Documents are serial numbered from Page No. 1 to Page No. _____ covering all the documents/copies as stated above duly self-certified except the following documents (if any to be specified below).

(Signature of Authorized signatory with Seal)

FORM No. 11

PROFORMA FOR SIGNING THE INTEGRITY PACT

(On Stamp Paper of appropriate value)

RailTel Corporation of India Limited, hereinafter referred to as "The Principal".

AND

....., hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex-“B”.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an

impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(Office Seal)

(For & On behalf of
Bidder/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:

Annexure-A of INTEGRITY PACT

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application-Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/retainer-ship being paid by the principal to the agent before the placement of order by RailTel.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

- 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

Annexure-B of INTEGRITY PACT**GUIDELINES ON BANNING OF BUSINESS DEALINGS****CONTENTS**

S. No.	Description
1	Introduction
2	Scope
3	Definitions
4	Initiation of Banning / Suspension
5	Suspension of Business Dealings
6	Ground on which Banning of Business Dealings can be initiated
7	Banning of Business Dealing
8	Removal from List of approved Agencies-Suppliers/ Contractors etc.
9	Procedure for issuing Show-cause Notice.
10	Appeal against the Decision of the Competent Authority
11	Review of the Decision by the Competent Authority
12	Circulation of the names of Agencies with whom Business Dealings have been banned

1. Introduction

- 1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other;

- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
 - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
 - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
 - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.
 - f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/

regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

- i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
- ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:
 - 1. ED / GGM/ GM (viz. Representative of Corporate Finance).
 - 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
 - 3. ED / GGM/ GM (to be nominated on case to case basis).
 - 4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty one days of receipt of the reference by ED/ GGM/ GM.

- iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
- 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;

- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

- 7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- (i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
 - (ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - (iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - (iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.
- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.
- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.
 - ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:
 - 1. ED / GGM/ GM (viz. Representative of Corporate Finance).
 - 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
 - 3. ED / GGM/ GM (to be nominated on case to case basis).

4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

- iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.
- v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

8. Removal from List of Approved Agencies – Suppliers/ Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:

- a) Forex one rating the Agency if the charges are not established.
 - b) For removing the Agency from the list of approved Suppliers/ Contactors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.
- 12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

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