



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

EXPRESSION OF INTEREST

FOR

Empanelment of Experienced Service providers for provision of man power to be engaged under various services/jobs in Secunderabad, Bangalore, Chennai & Ernakulum Territories of RailTel Corporation of India Ltd, Southern Region

TENDER No. RailTel/Tender (Eol)/OT/SR/HQ/2018-19/34 to 36 Date: 01.11.2018



No. RailTel/Tender (Eol)/OT/SR/HQ/2018-19/34 to 36

Dated 01.11.2018

Notice inviting EOIs

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

RailTel Corporation of India Limited (RAILTEL), a Mini Ratna, fast growing Central PSU under Ministry of Railways invites Expression of Interests (EOI) at the following locations empanelling reputed and experienced Manpower Service providers in the domain of services given in the 'scope of the work' under their own supervision,

Secunderabad Territory (Eol 34/2018-19)
Bangalore Territory (Eol 35/2018-19) &
Chennai plus Ernakulum Territories (Eol 36/2018-19).

NOTE: It is to be noted that agency should have salary disbursing offices located in the states of Telangana and Andhra Pradesh for Secunderabad Territory, Karnataka for Bangalore Territory and Tamilnadu & Kerala for Chennai & Ernakulum Territories, only needs to apply.

Participation in Eol can be for one or more of the above. EMD and cost of Eol Document (Tender document) are tabulated below:

Territory	Address	Tender Estimated Value (excluding GST) in Rs.	EMD in Rs.	Cost of each EOI (Tender) Document inclusive of GST (in Rs) non-refundable	EOI No: RailTel/ Tender (Eol)/OT/SR /HQ/
Secunderabad	RailTel Corporation of India Ltd. at 2 nd floor, B-Block, Rail Nilayam, Secunderabad-500 071	4,69,54,128	3,84,770/-	10,000/-	2018-19/34
Bangalore	RailTel Corporation of India Ltd , 2 nd Floor-East Wing, Vectra House, No.15, 1 st Main, 6 th Cross, Gandhinagar Bangalore-560009	1,36,94,220	2,18,480/-	5000/-	2018-19/35
Chennai & Ernakulum	RailTel Corporation of India Ltd, CAO/Construction office building-4 th floor, Southern Railway, 275E, EVR PeriyarSalai, Egmore, Chennai – 600 008	3,16,45,680	3,08,230/-	10,000/-	2018-19/36

Detailed terms and conditions of EOI for providing manpower services to the Regional Office/Territories of RailTel Corporation, SR, Secunderabad are enclosed. The EOI document can be obtained from the office of **RailTel Corporation of India Ltd.**, 2nd floor, B-Block, Rail Nilayam, Secunderabad-500 071 at a cost of Rs10,000/- **per EOI** (Secunderabad, Chennai& Ernakulum) Rs 5,000/- (Bangalore territory) till 26.11.2018 12.00 hrs or can be downloaded from RailTel's official website (www.railtelindia.com). If downloaded, a fee of Rs. Rs10,000/- **per EOI** (Secunderabad, Chennai& Ernakulum) Rs 5,000/- (Bangalore territory) towards the cost of the document, should be paid separately for each EOI. An Earnest Money Deposit (EMD) as mentioned above for each Territory office should be deposited in the form of Demand Draft (in addition to the Tender cost) drawn in favor of "RailTel Corporation of India Limited" payable at Secunderabad and submitted along with the proposal in sealed cover.(If required by Post Rs. 500/- Extra to be added). Cost of tender is inclusive of GST@18%

If participation is for more Eols (more territories), the Eoi document shall be separately submitted for each case with necessary EMD, cost of document if downloaded from website and the enclosures with each Eoi document for evaluation of offer.

The duly completed proposal will be received in the Regional Office of RailTel Corporation of India Ltd. at 2nd floor, B-Block, Rail Nilayam, Secunderabad-500 071 till 15.00 hours of **26.11.2018** and the same will be opened on the same date at 15.30 hours at the same place. In case 26.11.2018 is declared holiday, the EOI proposals will be opened on the next working day at 15.30 hours. RailTel Corporation reserves the right to reject any or all the EOI proposals without assigning any reason(s) there for. The offers are deemed to be valid for acceptance for a period of 30 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders with insufficient cost of tender# /EMD* will be summarily rejected.

Note: #*

1. Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work is exempted from submission of cost of tender & EMD. However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.
2. **Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no 7.1.1 to 7.1.5 without which their offers shall be considered as invalid and liable for rejection.**
3. Tenderer can quote for one/ two/all EOI Tenders separately as per format given in schedule of requirement. Each Tender shall be treated as independent tender and evaluated accordingly. If tenderer quotes for more than one tender, tenderer should submit that as many no of EMDs and supporting documents towards eligibility criteria as mentioned above against tenders. (Multiplication of eligibility).

(K. SRINIVASA REDDY)
Sr.Manager (P&A)
For RGM/SR

FORMAT FOR SUBMITTING EOI BY THE SERVICE PROVIDER

(To be submitted on letter head of the firm/agency under signature of the authorized signatory)

- 1) Name of the Agency:
- 2) Address with Telephone & Fax No:
- 3) Details of incorporation under Companies Act (attach Memorandum & Article of Association, Certificate of Incorporation) if applicable
- 4) Organization structure with location details in India and manpower details
- 5) Annual Turn Over of last 3 financial years (2015-16, 2016-17 and 2017-18) in respect of providing manpower services (also enclose audited Balance Sheet and financial statement of last 3 years)
- 6) Details of services provided in terms of 'man-months per year' during the last three years:
(The Details of Years 2015-16, 2016-17 & 2017-18 only to be Furnished)
(Enclose certificates in support of submission like agreement/Return/ copy of Balance sheet or any other document indicating number of employees engaged along with period. Submission without supportive documents will not be accepted.)
- 7) PAN No. (attach copy)
- 8) GST Registration No. (attach documentary evidence)
- 9) No. of HR experts on the permanent rolls of the agency
- 10) Details of satisfactory performance report from clients in Govt/PSU's (Attach documents along with the name of contact person and his/her contact phone number)
- 11) Executive Summary about the agency/organization
- 12) Copies of EPF Registration, ESI Registration, GST Registration and PAN Card and registration with State/Central Govt. under applicable Labour laws.
- 13) A signed copy (to be signed at each page) of the proposal documents as acceptance of all terms and conditions of the proposal is to be enclosed along with the proposal.

Declaration by Tenderer:

I/we hereby submit that the information submitted hereby is correct to the best of my/our knowledge & belief. My/our agency/company has not been debarred by any Govt. Deptt./PSU's for any reason in last 3 years. In case of any information/document is found to be false, fake or incorrect, RailTel is free to take actions against my/our agency as deemed fit by them. I/wedo also hereby declare that I/we are not engaged in any activity, which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.

(Signature of Authorized signatory with Seal)

RAILTEL

RailTel Corporation of India Limited
(A Govt. of India Undertaking of Ministry of Railways)
Regional office: 2nd floor, B-Block, Rail Nilayam, Secunderabad-500 071

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

RailTel Corporation of India Limited (RailTel), a Mini Ratna, fast growing Central PSU under Ministry of Railways invites sealed "Expression of Interests (EOI) for empanelling reputed and experienced Manpower Service providers in the domain of services given in the 'scope of the work' under their own supervision, at Regional Office of RailTel Corporation of India Ltd. at 2nd floor, B-Block, Rail Nilayam, Secunderabad-500 071.

Detailed eligibility & other criteria are given here under:

1.0 SCOPE OF WORK

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

- I. Personal Assistant/Office Assistant:** Secretarial services, shorthand and outdoor/liaison and other activities as and when directed. File document/Record management and maintenance. Maintenance of stationery and other activities as and when directed.
- II. Graduate Engineer/Diploma Engineer/Technicians:** IT related jobs, OFC Network O&M, Projects and Service delivery related activities, Network Management related activities. Jobs related to IP Networks etc.
- III. CA/Accounts Executive:** Audit & compliances, reconciliation, accounts maintenance, EMD, etc.
- IV. Marketing Executive:** Marketing related activities
- V. Supporting Staff:** service associated with supporting in Group D services such as office boys / courier boy / dispatch etc

Note: the above posts may be operated at any place over jurisdiction of Territory

SC Territory mostly covered in A.P & Telangana
SBC Territory mostly covered in Karnataka
MAS & ERS Territories mostly covered in Tamilnadu & Kerala respectively

2.0 EOI DOCUMENT

The EOI document can be obtained from the office of **RailTel Corporation of India Ltd.**, 500 071 at a cost of Rs10,000/- (Secunderabad, Chennai & Ernakulum territories) Rs 5,000/- (Bangalore territory) or can be downloaded from RailTel's official website (www.railtelindia.com). A fee of Rs10,000/- (each for Secunderabad, Chennai & Ernakulum) Rs 5,000/- (Bangalore territory) towards the cost of the document (non-refundable), should be paid in the form of separate Demand Drafts drawn in favor of "RailTel Corporation of India Limited" payable at Secunderabad and submitted along with the proposal in sealed cover. Cost of tender is inclusive of GST@18%

Note: #*

- i. Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work is exempted from submission of cost of tender & EMD. However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.
- ii. **Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no 7.1.1 to 7.1.5 without which their offers will not be considered as invalid and summarily rejected.**

3.0 GENERAL INSTRUCTIONS:

3.1 The responses should be submitted strictly in the prescribed format along with documents in support of information submitted therein by the responding services provider.

3.2 RailTel reserves the right to modify, expand, restrict, scrap, refloat or cancel interests at any stage without assigning any reasons. Any interests received after the stipulated time period or not in accordance with the specified format will be summarily rejected. Delivery of the responses along with documents against the interests will be the sole responsibility of the responding service provider.

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

3.4 The service provider should be engaged in providing manpower services in **Secunderabad/Bangalore/Chennai & Ernakulum.**

4.0 SUBMISSION OF PROPOSAL

4.1 Agencies can submit EOI for one Territory or for all Territories but accepting / rejecting of EOIs are within the discretion of RailTel. The proposals duly signed on every page including annexure/appendices shall be submitted in sealed envelopes. The envelopes shall be sealed in an outer envelope bearing the address, Sr. Manager (P&A), RailTel Corporation of India Ltd., (A Govt. of India Enterprise), Secunderabad - 500 071. The envelope/packet shall be clearly marked as under:

“Empanelment of Experienced Service providers for provision of man power to be engaged under various services/jobs in Secunderabad, Bangalore, Chennai & Ernakulum Territories of RailTel Corporation of India Ltd, Southern Region

EOI for ----- **Territory (EOI No 34/35/36 of 2018-19)**

The Tenderer should submit the Annexure marked FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENTS on Rs 100/- Stamp paper

4.2 The proposal should be signed by a duly authorized representative of the service provider. It shall be certified that the person signing the proposal is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of Company shall be attached to the proposal, along with other relevant documents.

4.3 The person signing the proposal or any documents forming part of the proposal on behalf of another or on behalf of a firm shall be responsible to produce a power of attorney duly executed in his favor, stating that he has the authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the proposal fails to produce the

said power of attorney, his proposal shall be liable to summary rejection without prejudice to any other right of RailTel under the law.

4.4 The proposal shall be filled in by the service provider neatly and accurately. Any overwriting/correction without authentication would render the proposal invalid.

4.5 **Conditional offers/offers which are not in conformity to the prescribed document will be summarily rejected.** All the documents submitted with the proposal are to be furnished duly signed on all pages.

5.0 VOLUME OF WORK

5.1 RailTel requires following resources in the territories, which are indicative and may vary as per Projects/O&M/Mktg/Finance/Service delivery needs:

Posts	Territory		
	SC	SBC	MAS & ERS
Personal Assistant/Office Assistant/Sup.Staff	13	4	8
IT Executive/Graduate/ Diploma Engineers/ Technicians, CA/Accounts / Marketing Executive	100	29	68
Total	113	33	76
Approx per annum cost including Service charges (5%) & Excluding GST (in Rs.)	4,69,54,128/-	1,36,94,220/-	3,16,45,680/-
EMD	3,84,770/-	2,18,480/-	3,08,230/-

Note: the above posts/no of posts are indicative and may vary at the time of award or during the contract period. The Post/ no of posts can be increased or decreased at any point of time during the contract period.

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

5.3 **The emoluments to be paid to deployed resources by the service provider are fixed by RailTel itself.** The emoluments so fixed are always kept above the Minimum wages prescribed by the respective State Governments. The present total Annual expenditure, excluding service charges and GST is estimated **as per the number and category of resources deployed, as mentioned in table above.**

5.4 In case, the service provider is/wishes to provide any insurance coverage or any other social security benefits to its personnel, it should be indicated whether its cost shall be borne by the service provider or is to be borne by RailTel Corporation of India Limited.

5.5 CONTRACT PERFORMANCE GUARANTEE (PG/PBG)

- 5.5.1** On receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to **5% of the contract value.**
- 5.5.2** The Instruments for Performance Guarantee should be valid for four months beyond the Completion period
- 5.5.3** The successful tenderer shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA)/PO. Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 90 days from the date issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- 5.5.4** A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through **SFMS** and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 5.5.5** Performance Guarantee shall be released after satisfactory completion of the contract period without any interest. The PBG submitted in the form of BG / Demand Draft will be returned / refunded to the contractor after adjustment of any dues payable by the contractor.
- 5.5.6** Wherever the contracts are rescinded, the PBG should be forfeited and the Performance Guarantee shall be en-cashed by RailTel.
- 5.5.7** The balance work shall be got done independently by RailTel.
- 5.5.8** The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

6.0 PRE-QUALIFICATION CRITERIA FOR SERVICE PROVIDERS FOR EACH TERRITORY

6.1 (i) The service providers who desire to submit response to this EOI must have provided services for **at least 500 man month** in India during last three years.

6.1 (ii) The service providers should have received total contract amount of at least 150% of the advertised Value of Work during the last 3 financial years (2015-16, 2016-17 and 2017-18)

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

6.2 The service provider should have **local offices located in the states of Telangana & Andhra Pradesh for Secunderabad Territory, Karnataka for Bangalore Territory and Tamilnadu & Kerala for Chennai & Ernakulum** to ensure satisfactory fulfillment of contractual obligations. **(Will be verified by RailTel team nominated for it)**

The service providers having good track record, manpower capacity and relevant experience are eligible to apply.

6.3 The service provider should have registration certificates, , EPF Registration, ESI Registration, GST Registration and PAN Card and registration under applicable labour laws and should submit copy of the same.

6.4 A copy of latest EPF return submitted by the service provider should be furnished.

6.5 The service provider should be in this line of business of providing manpower services for at least 3 years before the date of opening the tender. The service provider should produce satisfactory work completion certificate of at least one similar single work (providing manpower services), for a minimum value of 35% of Advertised Value of Work/Service in the last 3 financial years (2015-16, 2016-17 and 2017-18).

6.6 The service provider should have received total contract amount of at least 150% of the advertised Value of Work/Service during the last 3 financial years (2015-16, 2016-17 and 2017-18)..

6.7 The service provider should provide the details of the organizations/firms (Govt/PSU only) to which they have supplied manpower in the last 3 financial years (2015-16, 2016-17 and 2017-18).in the following format- **(Sheet to be attached separately)**

S. No.	Name of the organization	Contract /PO No. and date	Value of the contract	Period of the contract	No. of Manpower Resources	Man-Months supplied	Contact person of respective organization with Mobile No. & mail ID.

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

6.8.1 If the tenderer deliberately gives wrong information in his/her tender/EOI or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage and as per cl.no.8.4 ii b).

6.9 **offer validity:** The Offer (s) made by the service provider, shall remain valid for a period of 30 days from the date of tender opening.

7.0 EARNEST MONEY/ BID GUARANTEE

i. The Service provider shall furnish an EMD by way of demand draft in favour of '**RailTel Corporation of India Limited**' payable at Secunderabad for an amount mentioned in the table against each Territory given below at the time of submission of proposal.

Territory	EMD in Rs.	EOI No: RailTel/Tender (EoI)/OT/SR/HQ/
Secunderabad	3,84,770/-	2018-19/34
Bangalore	2,18,480/-	2018-19/35
Chennai & Ernakulum	3,08,230/-	2018-19/36

- ii. The tenderers shall hold the offer open till such date as specified in above Para 6.9. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.
- iii. **The earnest money may be forfeited:**
- If a tenderer withdraws its tender during the period of tenders validity specified in Clause 6.9
 - To furnish performance guarantee in accordance with clause 5.5.
 - The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
 - If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee (PBG) as required under para 5.5 furnished and formal contract duly signed is received by the purchaser.
 - Any tender not accompanied by Earnest Money in the approved forms as mentioned in para 7 above will be **summarily rejected***.

Note: #*

7.1.1 * Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD. **These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work and registration is current and valid.** Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.

7.1.2 *Exemption of tender cost and EMD are applicable to the firms of NSIC & MSME within the validity period. The firm has also to submit a declaration along with tender bid stating that: "I/We am/are a Micro and Small Enterprise registered from ----- (body approved by Ministry of MSME) with registration no -----and terminal validity up to .----- ----for similar service contracts" and details as per table below:

Declaration of Tenders awarded under NSIC/MSME

S No	No. of Tenders participated in current FY: 2018-19 with NSIC/MSME	No. of Tenders Awarded in current FY: 2018-19 with NSIC/MSME	Details of awarded tenders		
			Tender No & Date	Name of Work/Stores	Value in Rs.

It may please be noted that supporting documents as above to be submitted i.e. copy of NSIC/MSME, declaration and details as per above table. Offers without above will be treated as invalid and summarily rejected.

- 7.1.3** If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the RailTel shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the RailTel shall deem such tender as cancelled, unless the firm retains its character
- 7.1.4** Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work is exempted from submission of cost of tender & EMD. However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.
- 7.1.5** No exemption is accepted for PBG

8.0 EVALUATION CRITERIA

8.1 The handling/service charges will be 5% (including 0.5% of the supervisory charges) of the remuneration payable to the personnel deployed. The eligible service provider that agrees to total handling/service charges of 5% will be considered for short listing by RailTel.

8.2 Empanelment will be based on aggregate of marks assigned to the agency with reference to their turnover in field of manpower services, number of man-months of service provided in last three years, From 2015-16 onwards, value of work completed satisfactorily and area of manpower services being provided, based on evaluation of their submission, as indicated in **Annexure-1** of this Expression of Interest (EOI) document.

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

8.4 System of Verification of Tenderer's Credentials:

- i. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender
- ii. **The tenderers shall submit a notarized affidavit** 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 enclosed as Annexure-A. 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 self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
 - a) **The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.**

- b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deport (EMD) & Performance Guarantee (PG) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.**

9.0 AWARD OF CONTACT

9.1 The contract shall be awarded to the Service Provider, by conveying acceptance of the proposal by RailTel through registered /speed post/ courier. Negotiation if ay with the service provider, if needed, will be done before award of contract.

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

9.3 The selected service provider(s) is/are expected to commence the assignment on the date work order to be issued by RailTel as per its requirement & on the terms & conditions specified.

10.0 FORCE MAJEURE

10.1 For the purposes of this Contract, "Force majeure" means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

10.2 The obligations of RailTel and the Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

10.3 The failure of a party (RailTel or the service provider) to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:-

- (a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) Has informed the other party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 60 days.

10.4 Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

10.5 The service provider is entitled to the payments for the portion of the work already completed before the happening of any event constituting Force Majeure culminating in termination of contract. Decision of RailTel in this regard will be final.

11.0 INDEMNITY

11.1 The Service Provider hereby agrees to keep indemnified and shall keep indemnified and hold harmless, RailTel and its Directors, officers and employees from and against all and any claims, demands, etc.

11.2 That the Service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services

undertaken by its employees and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the service provider, then the service provider shall be liable to reimburse this office for the same. The service provider shall keep this office fully indemnified against any such loss or damage. For any accident/ casualty occurred during the course of working to any staff engaged by the service provider, the responsibility will remain with the service provider. For any accident or casualty occurred during the course of working to any staff deployed by the service provider, the liability that will arise out of the accident/incident will be borne by the service provider and this office will in no way be responsible for it or any other clause mentioned above.

12.0 OTHER TERMS & CONDITIONS

12.1 Any changes in the terms of the document can only be made in writing and by mutual agreement. This contract, its meaning and interpretation, and the relation between the parties shall be governed by the laws of India for the time being in force.

12.2 Any notice, request, or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post/courier to an unauthorized representative of the Party.

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

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

12.5 Unless otherwise specified, the Service provider and their deployed personnel shall pay such taxes, duties, fees etc. as may be levied under Central/State Law and same will not be reimbursed by RailTel.

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

12.7 Service providers with proven track records in their areas may send their responses along with required documents to qualify themselves as detailed in prequalification criteria within the stipulated time frame.

13.0 COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT –EFFECTIVENESS OF CONTRACT

13.1 Commencement of Services

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

13.2 Expiration of Contract

Unless terminated earlier, the contract shall expire at the end of such time period after the effective date as specified in para 5.2 above.

13.3 Modification

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

13.4 Subletting

The Service provider shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Service provider contravening this condition, RailTel shall be entitled to terminate the contract and in such case the security deposit (SD)/Performance Guarantee (PG/PBG) of the selected service provider, will be forfeited.

14.0 TERMINATION

1) By Corporation (RailTel)

RailTel may terminate the contract, by giving 7 (seven) days written notice of termination to the service provider, to be given after the occurrence of any of the events specified below in clauses (a) through (c), and sixty(60) days in the case of the event referred to in clause (d).

- (a) If the service provider commits breach of any condition of the contract or do not remedy/rectify a failure in the performance of their obligations under the contract.
- (b) If the service provider becomes insolvent and bankrupt.
- (c) If as the result of Force Majure, the service providers are unable to perform a material portion of the Services for a period not less than sixty (60) days; or
- (d) If RailTel, in its sole discretion, decides to terminate this Contract.
- (e) If the service provider or its employees/agents indulges in any malpractice relating to providing the outsourcing of the services.

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

2) By Service Provider

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

15.0 PAYMENT UPON TERMINATION

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

16.0 OBLIGATIONS OF THE SERVICE PROVIDER

16.1 The service provider shall perform the services and carry out their obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate technology and safe methods. The service provider shall always act, in respect of any matter relating to this Contract or to the services, as faithful advisers to RailTel, and shall at all times support and safeguard RailTel's legitimate interests in dealings with the third parties.

16.2 Statutory Compliances & Labour Laws:

Compliance of labour laws, Payment of Minimum Wages Act, workman's Compensation Act, EPF/ESI provisions and any such statutory provisions viz-a viz the employee would be the responsibility of the service provider/contractor and the Contractor shall submit a certificate of the compliance thereof to RailTel. The invoice for a particular month must be accompanied by the documentary proof towards the above for the previous month

16.3 Preference for Aadhar Card Holder for employment & Payment through Aadharpayment Bridge

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

17.0 THE SERVICE PROVIDER NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, RECRUITMENT FEE ETS.

17.1 The service provider shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with the activities under the Contract, and the service provider shall use their best efforts to ensure that their deployed personnel's or agents too shall not receive any such payment/benefit.

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

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

17.4 Service provider shall be liable to pay damages to RailTel for any losses, costs and expenses including litigation expenses incurred by RailTel due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

17.5 The service provider shall give detailed descriptions of the services to be performed, period for completion of various tasks, different tasks, specific tasks, etc. to be approved by RailTel.

18.0 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Each party shall not without prior written consent of the other party at any time divulge or disclose to any person or use for any purpose **unconnected with the implementation of the project, any information** concerning the project, the services, proprietary material except to their respective officers, directors, employers, agents, representatives and professional advisors **on a need to know basis** or as may be required by any law, rule, regulation or any judicial process.

This Clause shall not apply to information:

- 1) Already in public domain, otherwise than by breach of this agreement.
- 2) Already in the possession of the receiving party before it was received from the other party in connection with this agreement and which was not obtained under any obligation of confidentiality.
- 3) Obtained from a third person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

19.0 THE SERVICE PROVIDER SHALL OBTAIN RAILTEL'S PRIOR APPROVAL IN WRITING WHEREVER NECESSARY.

Documents prepared by the service provider and their deployed personnel are to be the property of the RailTel. All plans, charts, specifications, designs, reports, and other documents and software submitted by the service provider shall become and remain the property of RailTel, and the service provider shall, not later than upon termination or expiration of the contract, deliver all such documents and software to RailTel, together with a detailed inventory thereof. The Service provider may retain a copy of such documents and software provided the future use of these documents, if any, shall be subject to the prior written approval of RailTel.

20.0 REMOVAL AND/OR SUBSTITUTION OF DEPLOYED PERSONNEL

20.1 If RailTel finds that any of the personnel deployed by the service provider for the various services, has, 1) committed serious misconduct or has been charged with having committed a criminal action, or 2) RailTel has reasonable cause to be dissatisfied with the performance of any of the deployed personnel in ensuring the proper services, then the service provider shall, at RailTel's written request specifying the grounds thereof shall provide suitable substitute of the personnel.

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

21.0 LIABILITY FOR DEPLOYED PERSONNEL

21.1 All persons deployed, in ensuring services with RailTel, by the service provider shall be engaged by them as their own employees/workers in all respects and the responsibility under any statutory enactments in respect of all such personnel shall be that of the service provider. The service provider shall indemnify RailTel against all claims whatsoever arising in respect of the said personnel under any statute/law in force.

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

22.0 OBLIGATIONS OF THE CORPORATION

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

23.0 PAYMENTS TO THE SERVICE PROVIDER

The consideration will be paid by RailTel to the service provider against monthly invoices raised at the end of each month for the services provided, by the service provider in duplicate. Such payments shall be made within fifteen days of the receipt of the said invoices. TDS will be deducted as per statutory provisions on the entire Bill value (including Tax, GST etc). The consideration aforementioned is all inclusive and no other amounts will be payable to the service provider by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

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

- a. Bank Transfer challan showing payment of salaries to the resources engaged
- b. PF & ESI payment challan of previous month
- c. GST & Professional Tax challan payment of previous month
- d. PF transfers from UAN portal for transfer balance from previous agency to present agency, if any.

24.0 CORRUPT OR FRAUDULENT PRACTICES

24.1 RailTel expects the highest standard of ethics during the selection and executions of such contracts. In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "Fraudulent Practice" means misrepresentation or omission of facts or submission of fake/forged documents in order to influence a selection process or the execution of a contract to the detriment of RailTel.
- c) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of contract.

24.2 It is further provided that RailTel will reject the proposal, forfeit the EMD and ban the service provider for a period of 2 years if it is found that the service provider has engaged in corrupt or fraudulent activities in competent for the contract in question. RailTel shall be free to take any other action also.

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

25.0 SCOPE OF SERVICE

In performing the terms and conditions of the Contract, the service provider shall at all times act as an Independent service provider. The contract does not in any way create a relationship of principal

and agent between RailTel and the service provider. The service provider shall not act or attempt to represent itself as an agent of RailTel. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The deployed personnel/employees of the service provider shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of RailTel.

26.0 ARBITRATION

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event of Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in English language and the venue of the arbitration shall be **Secunderabad/Hyderabad**. The arbitration shall be as per latest Arbitration and Conciliation Act.

27.0 JURISDICTION

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

28 AMENDMENT OF TENDER DOCUMENT

- i. RailTel may modify the Tender Document by issuing ADDENDA/CORRIGENDA
- ii. Tenderers are advised to submit the tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications (addenda/corrigenda) published subsequently Web site and the same shall be taken into account while submitting the tender. No addenda/corrigenda will be issued within 15 days of the date of tender opening.
- iii. To give prospective bidders a reasonable time to take ADDENDUM/CORRIGENDUM into account in preparing their bids, the RailTel may at their discretion extend as necessary, the deadline for submission of Tender document.

Sr. Manager (P&A)

For & on behalf of RailTel Corporation of India Ltd

A Government of India
Underfaking

RAILTEL

Annexure – 1

Empanelment of agencies for providing manpower services

Evaluation Criteria

S. No.	Parameter	Documents Required	Marks	
1	Turnover	Audited Balance Sheet and CA Certificate		
	Turnover of the Company from providing manpower services during the last 3 Financial years (2015-16, 2016-17 and 2017-18)			
	More than 20 crore			25
	More than 15 Crore and less than 20 Crore			20
	More than 10 Crore and less than 15 Crores			10
	2 Crore to 10 Crores			05
2	Value of the work completed satisfactorily	Satisfactory completion Certificate issued by concerned Firm/Company		
	Value of a similar work (providing manpower service) satisfactorily completed during the last 3 Financial years (2015-16, 2016-17 and 2017-18)			
	More than 1 Crore			25
	More Than 80 Lakh and less than 1 Crore			20
	More than 60 Lakh and less than 80 Lakh			10
	42 Lakh to 60 Lakh			05
3	Services in terms of Man-Months	Certificates from organizations presently being served, stating no. of manpower provided and for the duration, in each in last 3 years		
	Should have provided manpower services of at least 500 man-months in the last three years.			
	More than 2000 man-months			25
	1501 to 2000 man-months			20
	801 to 1500 man-months			10
	500 to 800 man-months			05
4	salary disbursing offices located in the states of Telangana For Secunderabad Territory, Karnataka for Bangalore Territory and Tamilnadu & Kerala for Chennai & Ernakulum Territory	Certificate from the Client along with the name of the contact person and his contact phone number.	25	
	If the agency is providing manpower outsourcing service from other location. Disbursing Salaries from other than mentioned above		0	

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.

The paper has to be in the name of the tenderer)

I(Name and designation*** appointed as the attorney/authorized signatory of the tenderer (including its constituents).

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

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be 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 five years on entire IR. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

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 five years on entire IR.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

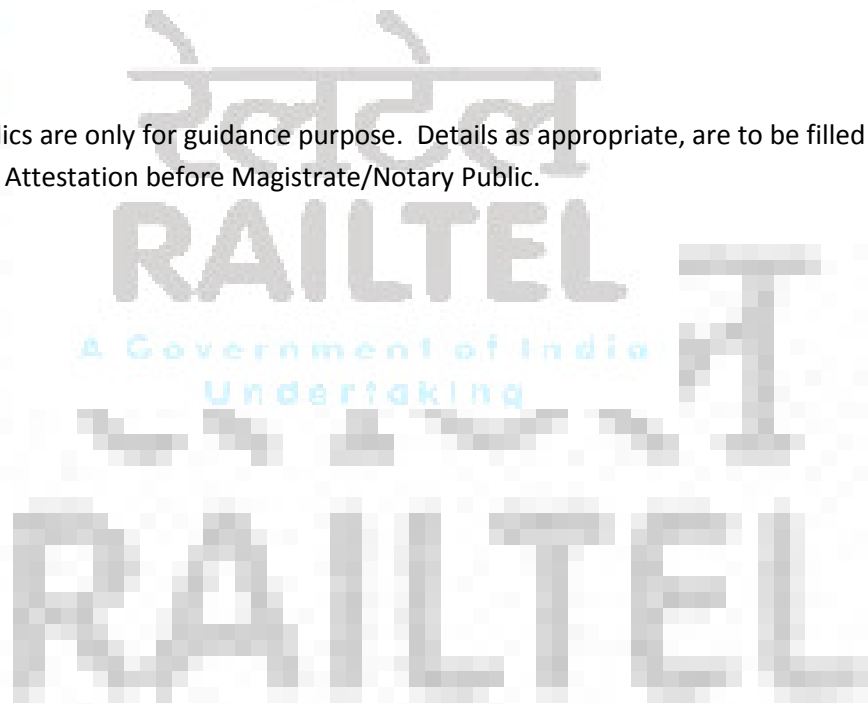
I/we above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Date:

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



**FORM –I
OFFER LETTER**

Tender No: RailTel/Tender/OT/SR/HQ/2018-19/31

To
Regional General Manager (Southern Region)
RailTel Corporation of India Limited.,
2nd Floor, 'B' Block, Rail Nilayam,
Secunderabad – 500 071

Ref: Tender no: RailTel/Tender (Eol)/OT/SR/HQ/2018-19/34 to 36
Name of work: Empanelment of Experienced Service providers for provision of man power to be engaged under various services/jobs in Secunderabad/Bangalore/Chennai & Ernakulum Territories of RailTel Corporation of India Ltd, Southern Region

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 30 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work /provide services of “Empanelment of Experienced Service providers for provision of man power to be engaged under various services/jobs in Secunderabad/Bangalore/Chennai & Ernakulum Territories of RailTel Corporation of India Ltd, Southern Region” as detailed in para 1 of preamble for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within specified period mentioned in the preamble from the date of issue of Letter of Acceptance/PO of the tender. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs.-----/-(Rupees ----- thousand only) is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,
a) I/We do not execute the contract agreement within 30 days after receipt of notice issued by the RailTel that such documents are ready or, b) I/We do not commence the work within 15 days after receipt of orders to that effect.

3. Until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S) Date _____
CONTRACTOR (S) ADDRESS _____

SIGNATURE OF WITNESS

- 1.
- 2.

ACCEPTANCE OF TENDERS

I accept the tender as above and agree to pay the rate as entered in Schedule of requirements.

WITNESS

1. for and on behalf of _____
2. RailTel Corporation of India Limited Southern Region, Secunderabad

Date _____