



## रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र

19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नंबर 34/1,

ब्लॉक जीएन, सेक्टर-वी, साल्ट लेक सिटी, कोलकाता - 700 091

### RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking), Eastern Region,

(CIN: U64202 DL 2000GOI107905)

19th Floor, Aurora Waterfront Building,

Plot No. 34/1, Block GN, Sector-V,

Salt Lake City, Kolkata – 700 091

RailTel Website: <https://www.railtel.in>

e-Tendering portal <https://railtel.enivida.com>

“रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र और इसके सभी कार्यालयों के लिए विभिन्न सेवाओं/नौकरियों के लिए दो अनुभवी जनशक्ति सेवा प्रदाताओं की नियुक्ति”

के कार्य हेतु

इलेक्ट्रॉनिक निविदा दस्तावेज

#### ELECTRONIC TENDER DOCUMENT

For the work of

“Engagement of Two Experienced Manpower Service Providers for various services/jobs for RailTel Corporation of India Limited, Eastern Region, and all its offices”

खुली ई-निविदा सं. (Open e - Tender No.): RailTel/Tender/OT/ER/HQ/2024-25/1545,

Dt. 17.10.2024

खोलने की तिथि (Date of opening): 07.11.2024

निविदा दस्तावेज की लागत (Cost of Tender Document): Rs. 5900/- (Incl. GST)

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**This Tender document consists of 75 pages**



## रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र

RailTel Corporation of India Ltd.,

(A Govt. India Undertaking) Eastern Region.

19<sup>th</sup> Floor, Aurora Waterfront Building, Plot No. 34/1,  
Block GN, Sector-V, Salt Lake City, Kolkata – 700 091

Tel. No.: 033-44041499

**ई-निविदा संख्या (e-Tender No.): RailTel/Tender/OT/ER/HQ/2024-25/1545, Dt. 17.10.2024**

**Website:** e-Tendering portal: - <https://railtel.enivida.com>

RailTel Website: - <https://www.railtel.in>

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल), पूर्वी क्षेत्र "रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र और इसके सभी कार्यालयों के लिए विभिन्न सेवाओं/नौकरियों के लिए दो अनुभवी जनशक्ति सेवा प्रदाताओं की नियुक्ति" के लिए सिद्ध अनुभव वाले स्थापित ठेकेदारों से दो पैकेट सिंगल स्टेज प्रणाली में खुली ई-बोली आमंत्रित करता है।

RailTel Corporation of India Ltd. (RailTel), Eastern Region invites Open e- Bids from established contractors with proven experience in two packet single stage system for "Engagement of Two Experienced Manpower Service Providers for various services/jobs for RailTel Corporation of India Limited, Eastern Region, and all its offices".

विवरण इस प्रकार हैं:

The details are as under:

निविदा सूचना सं. Tender Notice No.	RailTel/Tender/OT/ER/HQ/2024-25/1545, Dt. 17.10.2024
निविदा दस्तावेज़ की उपलब्धता Availability of tender Document	On eNivida portal: - <a href="https://railtel.enivida.com">https://railtel.enivida.com</a>
ई-निविदा प्रकाशन की तिथि Date of publishing of e- Tender	17.10.2024
निविदा दस्तावेज़ डाउनलोड करने की प्रारंभ तिथि Start Date for downloading the Tender Document	17.10.2024 at 17:00 hrs.
निविदा दस्तावेज़ डाउनलोड की अंतिम तिथि/समय Tender Document download end date/time	07.11.2024 at 14:00 hrs.
ई-बोली जमा करने की आरंभ तिथि e-bid submission start date	17.10.2024
ई-बोली जमा करने की अंतिम तिथि/समय Closing date/time for Submission of e-Bids	07.11.2024 up to 14:00 hrs. (Online)
ई-बोलियाँ खोलने की तिथि/समय Date/time of opening of e-Bids	07.11.2024 at 14:30 hrs. (Online)
ई-बोलियाँ खोलने का स्थान Place of opening of e-bids	RailTel Corporation of India Limited, Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal.
निविदा का अनुमानित मूल्य Estimated Value of Tender	Rs 33,81,88,000.00 (including GST)
बयाना राशि जमा (ईएमडी) Earnest Money Deposit (EMD)	Rs. 33,82,000.00

अनुबंध की अवधि Duration of Contract	02 (Two) years, Extendable for a period of 12 months +12 months based on satisfactory performance and mutual agreement between RailTel and Manpower Agencies.
प्रस्तावों की वैधता Validity of offers	90 days from the date of opening of Tender.
निविदा दस्तावेज़ की लागत Cost of tender document	Rs. 5900.00 (Incl. GST) #Non-refundable
बोलियां प्रस्तुत करने के लिए ई-टेंडरिंग पोर्टल e-Tendering portal for submission of bids	<a href="https://railtel.enivida.com">https://railtel.enivida.com</a>

**UDYAM पंजीकृत फर्म के लिए:** लघु उद्योग इकाइयों / सूक्ष्म और लघु उद्यमों के लिए, MSME मंत्रालय के तहत UDYAM के साथ पंजीकृत और इस निविदा में भाग लेने के लिए, निम्नलिखित छूट उपलब्ध होगी

(i) उन्हें निविदा दस्तावेज़ की लागत जमा करने से छूट दी जाएगी (यदि लागू हो)।

(ii) उन्हें बयाना राशि जमा करने से भी छूट दी जाएगी।

ये छूट तभी लागू होंगी जब निविदाकर्ता उद्यम के साथ पंजीकृत हो।  
विवरण के लिए अनुभाग- 4, खंड- 8 देखें।

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

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

These exemptions shall be applicable provided Tenderer registered with UDYAM.

For details refer Section- 4, Clause- 8, of the Tender document.

**नोट:** निविदा सूचना और निविदा दस्तावेज़ रेलटेल की वेबसाइट पर उपलब्ध हैं और इन्हें <https://www.railtel.in> या ई-टेंडरिंग पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए, निविदाकर्ता को <https://railtel.enivida.com> पोर्टल से आवश्यक रूप से निविदा दस्तावेज़ की एक आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। इस निविदा के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल इस ई-टेंडरिंग पोर्टल पर पोस्ट किए जाएंगे। निविदा दस्तावेज़ की मुद्रित प्रतियां रेलटेल कार्यालय से नहीं बेची जाएंगी।

**Note:** Tender Notice and Tender Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from the e-Tendering portal <https://railtel.enivida.com>. For online bid submission, the tenderer will have to necessarily download an official online copy of the tender document from the portal <https://railtel.enivida.com>. All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on this e-Tendering Portal only. Printed copies of the Tender document will not be sold from the RailTel office.

बोलीदाता बोली में तैयारी, प्रस्तुतीकरण/भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा, चाहे बोली प्रक्रिया के आचरण या परिणाम कुछ भी हों।

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.

ई-टेंडरिंग के संबंध में निविदा दस्तावेज़ लागत (टीडीसी) और ईएमडी केवल ई-निविदा पोर्टल के भुगतान गेटवे के माध्यम से स्वीकार की जाएगी। ई-निविदा (ई-टेंडर पोर्टल) पर आमंत्रित निविदा के लिए सावधि जमा रसीद (एफडीआर) ईएमडी के रूप में स्वीकार नहीं की जाएगी।

Tender Document Cost (TDC) & EMD in respect of e-tendering, will be accepted through payment gateway of eNivida Portal only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on e-Nivida (e-tender portal).

यह निविदा रेलटेल के इंटीग्रिटी पैक्ट प्रोग्राम के तहत कवर की गई है और बोलीदाताओं को इंटीग्रिटी पैक्ट पर हस्ताक्षर करने और बोलियों के साथ ही रेलटेल को प्रस्तुत करना अपेक्षित है। इंटीग्रिटी पैक्ट प्रलेख की हस्ताक्षरित प्रति के बिना प्राप्त होने वाली बोलियों को अस्वीकार कर दिया जाएगा।

This tender is covered under Integrity Pact Program of RailTel and bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bids. Bids received without signed copy of the Integrity Pact document shall be liable to be REJECTED.

**उप महाप्रबंधक/अनुबंध  
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड  
पूर्वी क्षेत्र/कोलकाता के लिए  
DGM/ Contracts  
for RailTel Corporation of India Ltd.  
Eastern Region/ Kolkata**

## Section – 1

### e-Tendering Instructions to Bidders

#### INSTRUCTIONS TO THE BIDDERS

##### 1.0 General

These are the Special Instructions to the Bidders for Tendering.

The RailTel Tenders are published on <https://www.railtel.in> and on e-Procurement Portal <https://railtel.enivida.com>

- 1.1 For E-Tendering bids /information by bidders is to be submitted “Online” on e- Procurement Portal <https://railtel.enivida.com>. Any document / information pertaining to this tender will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

PLEASE NOTE ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS,IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ CAREFULLY ALL THE CLAUSES OF THE TENDER BEFORE UPLOADING THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEBSITE '<https://www.railtel.in>' OR FROM THE e-Procurement Portal '<https://railtel.enivida.com>',

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com> and this should be done well before the deadline for bid- submission.

##### 2.0 Submission of the bid:

The bidder is required to submit the technical bid and Price bid in eNivida portal before due date & time of submission of bids specified in this tender document.

Following documents shall be submitted in Technical and Price bid as given below:

**“TECHNICAL BID”**; -The bid shall consist of the following: -

- i. Completed Offer Letter.
- ii. Signed Copy of Tender Document/ Corrigenda
- iii. E-receipt of EMD
- iv. E-receipt of Tender fee.
- v. Power of attorney/Authorization
- vi. Affidavit
- vii. In case bidder happens to be Small Scale Units / Micro & Small Enterprises, MSME registered with UDYAM under Ministry of MSME MSE, the documentary evidence for the same shall be submitted.
- viii. Bid Security Declaration (If bidder is claiming exemption under MSE clause)

- 2.1 Clause-wise compliance to tender conditions shall be submitted
- 2.2 Documentary proof of qualifying criteria
- 2.3 Duly filled and signed all Annexures mentioned in the Tender Document.
- 2.4 Any other document asked in the tender but not listed above.
- 2.5 Any Other information desired to be submitted by the tenderer.

### **3.0 Fax Quotations & Late Tenders:**

Fax Tender documents and Late/Delayed tenders would not be considered.

### **4.0 Attendance of Representatives for Tender Opening:**

Representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm along with identity proof, failing which they may not be allowed to attend the tender opening.

### **5.0 Addenda / Corrigenda:**

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on RailTel Website & eNivida portal. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

### **6.0 Bid submission and Opening date**

1. The bid should be submitted along with Technical & Price bid document (all documents) in eNivida portal as per date & time given in the Tender Notice.
2. The tenderer's bids will be opened at the time & date of opening of the tender given in the Tender Notice in presence of such Tenderers/ Representatives who choose to be present.
3. Bids received after due date and time shall be summarily rejected and shall not be opened.

### **7.0 Submission of offline documents:**

Original copy of following documents is needed to be submitted by the bidder in offline mode before opening of bids:

- a. **Power of Attorney/Authorization.**
- b. **Affidavit as per Annexure-A.**
- c. **Bid Security Declaration (in case of MSE) as per Annexure-XII.**
- d. **Integrity Pact.**

### **8.0 "Financial Bid":**

Only Financial Bid in the Excel format downloaded from the eNivida Portal.

**9.0 Queries/Clarifications:**

The written queries/ clarification request may be sent to RailTel's office through e-mail to abhishek.sahay@railtelindia.com with copy to pdjames@railtelindia.com (in pdf & word or excel format) or by post latest by Closing date/time for Submission of e-Bids.

Reply of relevant queries/ clarifications sought will be replied to the concerned bidder/ uploaded in eNivida portal as applicable.

Clarifications sought should be submitted in the following format:

<b>SN</b>	<b>Clause no. &amp; Section no.</b>	<b>Page no.</b>	<b>Sub-clause No./ Point No.</b>	<b>Content of the clause requires clarification</b>	<b>Points of clarification required</b>	<b>Remarks</b>

## SECTION- 1A

### E-Tendering Instructions to Bidders

#### 1.0 **GENERAL:**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Section- 1 of the Tender Document. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com>. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

#### 2.0 **GUIDELINES FOR REGISTRATION:**

1. Bidders are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+ Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.

8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id envidaahelpdesk@gmail.com for activation of account.

### **3.0 SEARCHING FOR TENDER DOCUMENTS:**

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, bidder shall scan pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then bidder may download the required documents / tender schedules, Bid documents etc. Once bidder pay both fee, tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

### **4.0 PREPARATION OF BIDS:**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bid.
2. Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

### **5 SUBMISSION OF BIDS:**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note: Bidder has to submit original copy of affidavit, Power of Attorney and Bid Security Declaration to RailTel/ER office before due date and time of bid opening. However, scan copy is to be uploaded in eNivida Portal.

**6. For any clarification in using eNivida Portal:**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering. Phone No. 011-49606060/8448288988

**Mail id:** - enividahelpdesk@gmail.com

## Section - 2

### ADDITIONAL INSTRUCTIONS TO BIDDERS

#### 2.1 Verification of documents and Certification: -

The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the 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.

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

#### 2.2 Period of validity of Bids: -

2.2.1 The price quoted in the bid shall remain valid for accepted by the purchaser for a period as detailed below:

##### **90 days from date of opening of tender**

A bid valid for a shorter period shall be rejected by purchaser as non-responsive.

2.2.2 In case the purchaser requests in writing, the bidder as to extend the period of validity of their bids, they may have confirmed the extension of the validity of their bids in writing unconditionally. A bidder may refuse the request without forfeiting its EMD. A bidder accepting the request and granting extension will not be permitted to modify its bid.

**Annexure-A**

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY e-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 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 Corporation of India Limited/Eastern Region, do hereby solemnly affirm 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 portal <https://railtel.enivida.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 documents. 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 clarify 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 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 the process for evaluation of tenders, it shall lead to forfeiture the EMD besides banning of business for five years on entire RailTel. Further, I/we (Insert name of the tenderer) \*\* \_\_\_\_\_ and all my/our constituents understand that my/ our constituents understand that my/our offer shall be summarily rejected.
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 guaranty besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

**VERIFICATION**

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

\*\* The details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/ Notary Public.

### **SECTION - 3**

**Name of work:** Engagement of Two Experienced Manpower Service Providers for various services/jobs for RailTel Corporation of India Limited, Eastern Region and its various offices of RailTel/Eastern region.

RailTel Corporation of India Limited (RCIL), a Navaratna, fast growing Central PSU under Ministry of Railways invites E-Tender for empaneling reputed and experienced Manpower Agency, Initially for Two years in the domain of services given in the 'scope of the work' under their own supervision, at Regional Office of RailTel Corporation of India Ltd. at 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal and its various offices/fields of RailTel/Eastern region

#### **3.0 SCOPE OF WORK**

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

##### **3.0.1 DETAILED SCOPE OF WORK:**

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

1. Personal Assistant/Secretary/Office Assistant: Secretarial job, office assistance 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.
2. Front Desk Executive /Receptionist: All activities pertaining to the front desk, attending to telephones, fax, issue, and dispatch, assisting ED's personal secretariat, and other related activities as and when directed.
3. Commercial Assistant (All Departments): Assistance to executives, File document/Record management and maintenance, Maintenance stationery, and other activities as and when directed.
4. Chartered Accountant/Finance Executives/Junior Finance Executives: Finance management and other activities as and when directed
5. Technician (Skilled & Semi-skilled): Maintenance of OFC based transmission equipment, Power Supply unit, OF cable, and other communication equipment installed & commissioned by RailTel Corporation of India Ltd. Supervision of OFC cable and copper cable/ power cable splicing/ jointing of cable, installation of communication equipment, Power supply, etc.
6. Field Engineer (BE/BTech/Diploma/MCA) for (O&M/Project/Implementation): Maintenance of OFC based transmission equipment, Power Supply unit, OF cable and other communication equipment installed & commissioned by RailTel Corporation of India Ltd. Supervision of OFC cable and copper cable/ power cable splicing/ jointing of cable, installation of communication equipment, Power supply etc. Any implementation and project activities carried out by RailTel.
7. Electrician: Maintenance of all electrical fitting, equipment, AC system, and other activities as and when directed.

8. Housekeeping/Peon/Pantry Boys: Attending to PED/ED/GGM/GM's and other nominated officers and other activities as and when directed. Duty of cleaning office and washing the toilets, preparation tea etc., service of tea, snacks and any other work assigned by his senior.
9. Helper/Labour/Patroller: Any job as per instructed by site in-charge.
10. Marketing Executive: Assisting in activity pertaining to business of company.
11. Helpdesk Executive: Interface between customer and executives.
12. Advisor/Consultant: Retired Govt./PSU's employees for specialized work.
13. Any other category of staff as and when introduces by RailTel Corporation as per the requirement of the company, including fixing their salary packages, qualifications, and experiences.

**Note 1: The entry level Qualifications and Salary packages of the above posts have already been laid down by the RailTel Corporation and the same shall be shared with the successful Agency. All new manpower hired by the Agency will be subjected to the screening by RailTel to check their suitability.**

**Note 2: Scope of Work Includes**

1. Agency should take out and keep live **Medical Insurance Policy of Rs 50,000/- for each employee.** It should provide Medical Insurance card and also mention in Appointment Letter the guidelines for availing such medical facility by the employees. The cost of this medical insurance shall be borne by the Agency. Similarly, Agency should also mention in Appointment Letter the procedure to utilize ESIC facility. Successful Agency should also cover all deployed resources by facilitating to take Pradhan Mantri Suraksha Bima Yojana and informing them about its benefits.
2. The Agency should take out and keep live **Accident cum Death Insurance Policy of Rs 1,00,000/- for each employee.** This policy should cover all medical expenses (indoor and outdoor) due to any accident. Agency should mention in Appointment Letter the guidelines for availing such Accident cum Death Policy (in case of emergency) by the employees/their family. The cost of this Accident cum Death insurance policy shall be borne by the Agency.
3. **Gratuity:** All outsourced employees with RailTel who have completed minimum continuous service of not less than 05 (Five) years or expired in between are eligible for Gratuity payment as per the provisions of Payment of Gratuity Act 1972. Gratuity amount, as per the eligibility and as calculated by RailTel, will be paid by the Agency to such Ex. Employees concerned (**even if they belong to previous Manpower Agencies**) or their legal heirs, after due verification. Upon payment, the Agency will raise the Invoice along with proof of remittance for its reimbursement by RailTel.
4. Payment of Reimbursement (TA/DA etc.) by the 10th of every month based on Employees' TA/DA bills as sent by RailTel duly verified. The TA/DA etc. entitlement will be as per RailTel policy for outsourced employees from time to time.

5. Labour Law Compliance Auditor: The details as required by Labour Auditor will be provided by the Agency every quarter within the stipulated time period, failing which a penalty of Rs.2000/- per day will be levied and the amount will be deducted from their Invoices unless the delay is properly justified to the satisfaction of the RailTel.

**3.0.2 PLACE OF POSTING:** Anywhere in RailTel Corporation of India Limited, Eastern Region's office/Field and its territories (Kolkata, Bhubaneswar, Patna, Ranchi, New Jalpaiguri, Guwahati and 6 North-East states) covered under the states viz West Bengal, Bihar, Jharkhand, Odisha, Assam, Arunachal Pradesh, Manipur, Mizoram, Meghalaya, Tripura, Nagaland and others.

## SECTION – 4

### 4. GENERAL INSTRUCTIONS / TERMS & CONDITIONS

4.1 The responses/e-tendering bids/information by bidders is to be submitted “Online” on <https://railtel.enivida.com>. The digital signature of the bidder on the e-tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents, unless special deviation is quoted by the bidder in the deviation statements.

4.2. RailTel reserves the right to modify, expand, restrict, scrap, refloat or cancel tender at any stage without assigning any reason. Any offer 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 tender will be the sole responsibility of the responding bidder.

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

4.4 The bidder should be engaged in providing manpower services to reputed Organizations.

4.5 The bidder will have to provide services to the Eastern region of RailTel Corporation of India Limited and its territories (Kolkata, Bhubaneswar, Patna, Ranchi, New Jalpaiguri, Guwahati and 6 North-East states) and the states covered under the territories viz West Bengal, Bihar, Jharkhand, Odisha, Assam, Arunachal Pradesh, Manipur, Mizoram, Meghalaya, Tripura, Nagaland and others.

4.6 The empaneled Agency will comply with police verification of the persons deployed by them in RailTel.

### 5 VOLUME OF WORK

5.1 RailTel does not guarantee any definite volume of work or any particular service at any time or throughout the period of the contract. The present requirement for various services is as under:

Sl. No.	Posts	Number of staff (Tentative)
1	Personal Assistant/Secretary/Office Assistant	1
2	Front Desk Executive/Receptionist/Floor Manager	3
3	Commercial Assistant (All Departments)	39
4	Chartered Accountant/Finance Executives/Junior Finance Executive	8
5	House Keeping/Peon/Pantry Boys/Unskilled	34
6	Field Engineer – BE/BTech/Diploma/MCA (O&M/Project/Implementation)	149
7	Marketing Executive	13
8	Technician (Skilled & Semi-skilled):	3
9	Advisor/Consultant	3
<b>Total</b>		<b>253</b>

5.2 However, there may be variation of (+/-) 30%, in the above requirement of staff/manpower.

5.3 The contract agreement with the Bidder for delivery of the services through deployed resources shall be for 02 (Two years) which may be extended by 12 months + 12 months based on RailTel's requirement and performance of the manpower Agency or short closed. The decision for granting extension or short closure shall be the sole discretion of RailTel Corporation which shall be final and binding.

5.4 The emoluments to be paid to deployed resources by the Bidder are fixed by RailTel itself. The emoluments so fixed are always kept above the Minimum wages prescribed by Ministry of Labour and employment, O/O Chief Labour Commissioner. The total Annual expenditure is estimated as Rs 14,33,00,000 plus GST, so total expenditure for the agreement period (2 years) will be Rs. 28,66,00,000.00 plus 18% GST i.e Rs 33,81,88,000.00 as per the number and category of resources presently deployed including anticipated future need of resources.

#### 5.5 Performance Bank Guarantee:

The successful bidder shall submit 5% of total value of the work including GST detailed in the Purchase Order/ Letter of Acceptance towards Performance Guarantee\* in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial bank (either private or PSU) but not from any cooperative bank or NBFC, within 30 days of issue of the Purchase Order/Letter of Acceptance, failing which a penal interest of 15% per annum shall be charged for the delayed period i.e. beyond 30 (thirty) days from the date of issue of PO/LOA, till the date PBG is received.

\* Round off to nearest higher Rs. 1000/- (one thousand).

**However, RailTel reserves the right to terminate the contract in case the Bidder fails to submit the requisite PBG within 60 days of issuance of PO/LOA.**

- 1) The PBG shall be initially valid up to stipulated completion of all contractual obligations including warranty obligations (if applicable) plus 90 days along with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period (if applicable) under the contract.

#### Note:

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 owninterest 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 theRailTel's Bank.

#### Detail for online SFMS confirmation using the platform is as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037.

- 2) Any performance guarantee up to a value of Rs. 5 Lakhs is to be submitted through online transferonly.

RailTel's Bank Account Details for submission of online PBG amount (for less than Rs. 5 Lakh) are given as below:

Company Name: RailTel Corporation of India Ltd.

Bank Name: Union Bank of India

Branch Name: Camac Street Branch

Bank IFSC: UBIN0540161

Account Type: Current Account  
Account No.: 401601010519491  
Address: 1/1, Camac Street, Ground Floor, Kolkata, West Bengal, PIN-700016

3) No Interest on Earnest Money and Performance Guarantee:

No interest shall be paid on the amount of earnest money and Performance Guarantee held by RailTel, at any stage.

- 4) The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA)/Purchase Order has been issued, but before signing of the contract agreement. In case, the time for completion of work gets extended, the contractor shall get the validity of PBG. extended to cover such time for completion of work plus 90 days with a claim period of 12 months ((time period between expiry date and claim date) on top of guarantee period.
- 5) The value of PBG to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Bank Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited by the contractor.
- 6) The Performance Bank Guarantee (PBG) shall be released on completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
- 7) Wherever the contracts are rescinded, the Performance Bank Guarantee shall be en-cashed and the balance work should be got done separately.

Proforma for the PBG is placed at **Annexure-IV**.

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

## **6.0 PRE-QUALIFICATION CRITERIA FOR BIDDERS:**

6.1 The Bidder who desire to submit response to this tender must have provided services for **at least 3000-** man month in India during the last three years. The Bidder must serve atleast 1 no. of Govt. Org./CPSE/Railway/Metro organizations served during the FY 2021-22, 2022-23 and 2023-24 & current financial year up to the date of inviting tender, with at least 130 number of manpower on an average.

6.2 The Bidder should have a local Office at Kolkata, West Bengal to ensure satisfactory fulfillment of contractual obligations and should be presently providing manpower in the states of RailTel Eastern region as mentioned in para 4.5. The Bidders having good track record, manpower capacity and relevant experience are eligible to apply.

6.3 The Bidder should have valid registration certificates, including registration with the Regional Labor Commissioner, EPF Registration, ESI Registration, PAN Card, GST Registration certificate, and registration under applicable labour laws and should upload copy of the same. A copy of latest EPF/ESI return submitted by the Bidder should be furnished, uploaded.

6.4 The Bidder should be having Web based Payroll system, for deployed manpower with ESS, client access system (screenshot to be submitted along with the bid).

## **6.5 Technical/Eligibility Criteria:**

The Bidder 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:

- I. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- II. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- III. One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

**(For Startups (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry):**

- I. Three similar works each costing not less than the amount equal to 15% of advertised value of the tender, or
- II. Two similar works each costing not less than the amount equal to 20% of advertised value of the tender, or
- III. One similar work each costing not less than the amount equal to 35% of advertised value of the tender.)

**Note:** 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 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 or Bombay Stock Exchange, 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 Bidder submits work experience certificate issued by public listed company, the Bidder 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 Accountant, TDS Certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

**6.5.1. Bidders have to score minimum 30 marks for being Technically Eligible.**

**6.6 Financial Eligibility Criteria:**

The Bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender i.e. Rs 50,72,82,000.00. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

**For Startups (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry):** 50% of the advertised value of the tender)

**Note:** i. Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

The Bidder should provide the details of the organizations/firms to which they have supplied manpower in the last 3 financial years (2021-22, 2022-23 and 2023- 24) & current financial year up to the date of inviting tender, in the format as per **Annexure IX**.

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

6.8 The Offer so made by the Bidder, shall remain valid for a minimum period of 90 days from the date of opening of bids.

## **7.0 Verification of Credentials:**

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

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

7.3 The Bidder shall submit a notarized affidavit on a non-judicial stamp paper of Rs.100 stating that they are not liable to be disqualified and all their statements/documents submitted along with Bid are true and factual. Standard format of the affidavit to be submitted by the Bidder is enclosed as **Annexure-III**. Non submission of an affidavit by the Bidder shall result in rejection of her/his/their Bid. And it shall be mandatorily incumbent upon the Bidder to identify, state and submit the supporting documents duly self-attested by which they/he/she is meeting 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 Bidder as far as her/his/their qualification for the Tender is concerned.”

7.4 RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in his/her/their Tender offer, and the Bidder shall, when so required by 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 RailTel will not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of RailTel thereunder.

7.5 In case of any wrong information submitted by the Tenderer, the contract shall be terminated. Earnest Money Deposit (EMD) & Performance Guarantee (PG) of contract will be forfeited and agency will be barred from doing business with entire RailTel for 5 (Five) years.

## **8.0 For UDYAM registered/ NSIC registered Micro and Small Enterprises (MSEs):**

8.1 For UDYAM registered/ NSIC registered micro and small enterprises (MSEs) who have valid Udyam Registration Certificate or small and micro units registered with NSIC under single point registration Scheme and participating in this Tender enquiry, following exemptions are available: -

- 1) They shall be exempted from cost of E-Tender document.
- 2) They shall also be exempted from depositing Earnest money.

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

8.2 No exemption is, however, applicable to these units from payment of Performance Bank

Guarantee.

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

8.4 However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021- E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. Accordingly, in Udyam site if it is mentioned as "TRADING" "[For availing benefits of Priority Sector Lending]" Then, the tenderer submitted Udyam certificate showing above in Udyam site will not be considered for exemption of cost of tender and EMD and their tender will be summarily rejected.

### **8.5 Purchase preference to MSEs:**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded.

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.

## 9.0 EARNEST MONEY DEPOSIT (EMD)

9.1 Bidder has to submit the bid along with earnest money of Rs. 33,82,000.00 (Rs. Thirty-Three Lakhs Eighty-Two Thousand only). The EMD of unsuccessful participants will be refunded without interest. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee without any interest.

This EMD is required to protect interest of RAILTEL against the risk of conduct of the bidder, which may warrant the forfeiture of the EMD in the following scenario:

- a) In the event of withdrawal of bid during the period of bid validity; Or
- b) In the case of a successful bidder, if the bidder fails to sign the contract in accordance with the Terms and Conditions and other requirements as specified in TENDER; Or
- c) Any act of bidder, which is not in line with contract obligations.

## 10.0 EVALUATION CRITERIA.

10.1 The handling/service charges will be maximum 1.8 % (including supervisory charges) of the remuneration payable to the personnel deployed. The eligible Bidder that agrees to total handling/service charges of maximum 1.8%, will be considered for shortlisting by RailTel.

10.2 Qualification in Technical evaluation will be based on aggregate of marks assigned to the Agency with reference to evaluation criteria parameters as indicated in Annexure-I, of this Tender document. The financial bids of All those agencies shall be opened who will qualify in technical evaluation.

10.3 The format of Financial Bid is given below:

### FORMAT OF PRICE BID

Sl. No.	Description of work	Estimated handling/service charges (Incl. GST)	Rate Quoted (Incl. GST)  (To be quoted only in Excel Sheet of Price Bid)
1	Engagement of Two Experienced Manpower Service Providers for various services/jobs for RailTel Corporation of India Limited, Eastern Region, and all its offices	1.8% (including supervisory charges) of the remuneration payable to the personnel deployed	_____% (in Figures) _____% (in words)  (including supervisory charges) of the remuneration payable to the personnel deployed

10.4 If same rate of handling/service charges are quoted by two or more bidders during financial evaluation, then a fresh financial offer in the reduction of rates will be called from the concerned bidders. During this bidding process, the bidders will not be allowed to increase the rates. These price bids will be opened in the presence of authorized representatives of the firms and lowest offer will be selected. In case of tie for 1st and 2nd lowest position, subsequent to the opening of price bids, another round of sealed price bids will be obtained till 1st or 2nd lowest bids emerge. First agency will be selected based on lowest offer. Second agency will be selected on the basis of counter offer given to 2nd lowest bidder at the rate of 1st lowest bidder.

10.5 In case of only one agency is found eligible or the 2nd lowest bidder does not accept the counteroffer, then only one bidder may be engaged by RailTel for complete work.

## 11.0 AWARD OF CONTACT

- 11.1 The contract shall be awarded to the Bidder, by conveying acceptance of the proposal by RailTel through registered /speed post/ courier. Negotiation with the Bidder, if needed, will be done before award of contract.
- 11.2 All the terms and conditions as stated in the proposal documents, appendices and acceptance conveyed by RailTel will constitute the contract between the Bidder and RailTel.
- 11.3 The selected Bidder(s) is/are expected to commence the assignment on the date work order to be issued by RailTel as per its requirement & on the terms & conditions specified.
- 11.4 The empanelled agencies shall be distributed the manpower equally (as far as possible) as defined quantity of manpower (as per 5.1 of the Tender document). In case of single agency empanelled the entire requirement will be given to it.

## 12.0 FORCE MAJEURE

- 12.1 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.
- 12.2 The obligations of RailTel and the Bidder shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.
- 12.3 The failure of a party (RailTel or the Bidder) to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
  - (a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
  - (b) Has informed the other party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 60days.
- 12.4 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.
- 12.5 The Bidder is entitled to the payments for the portion of the work already completed before the happening of any event constituting Force Majeure culminating in termination of contract. Decision of RailTel in this regard will be final.

## 13.0 INDEMNITY

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

**13.2** That the Bidder on its part and through its own resources shall ensure that the goods, materials and equipment 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 Bidder, then the Bidder shall be liable to reimburse this office for the same. The Bidder shall keep this office fully indemnified against any such loss or damage. For any accident/ casualty occurred during the course of working to any staff engaged by the Bidder, the responsibility will remain with the Bidder. For any accident or casualty occurred during the course of working to any staff deployed by the Bidder, the liability that will arise out of the accident/incident will be borne by the Bidder and this office will in no way be responsible for it or any other clause mentioned above.

### **13.0 OTHER TERMS & CONDITIONS**

**13.1** 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.

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

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

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

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

**13.6** RailTel reserves the right to modify, expand, restrict, scrap and refloat the tender without assigning any reasons.

**13.7** Bidders 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 timeframe.

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

**13.9** The remuneration payable to all outsourced staff deployed by Bidders will be decided by RailTel Corporation and Bidders shall pay the monthly salary/allowances etc if any as advised by RailTel Corporation of India Ltd. Salary/allowances if any are to be disbursed by Bidders strictly as per the directives of RailTel Corporation. The allowance/arrear if any may be of past period has to be disbursed by Bidders as directive by RailTel.

**13.10** Arranging for qualified candidates (3 times the no. of vacancy) preferably from local areas for interview / screening as and when required by RailTel in above categories. Indent of candidates with job

profile, educational qualification and experience will be intimated to the agency as and when required. Agency is expected to pre-screen the candidates (their communication skill, speaking fluency, knowledge of telecom etc.) before forwarding them to RailTel for screening and only the suitable candidates' CVs may be forwarded. All the candidates should be advised to read the company profile in website <https://www.railtel.in> before attending the Screening.

**13.11** Issue of Offer letter &Joining letter by the Agency well in time before joining of the candidates. Terms and conditions of the appointment should be indicated in the Offer Letter as well as Joining / Appointment Letter of the Agency which should be binding on the employees so hired. Agency should clearly indicate in their terms and conditions of appointment that the **hiring is purely on temporary basis**. It should also be indicated therein that any **unauthorized absence of outsource employees for more than two weeks may lead to termination of service of that employee**.

**13.12** All existing manpower resources who are already working in RailTel through the existing manpower agency will be transferred to the new manpower Agency once the LOA is issued. The PF/ESI in respect of such resources needs to be regularized by the new Agency. It will be responsibility of the new Agency that the PF subscriptions already recovered and deposited in PF account by the previous Agency are properly transferred and maintained, by obtaining prescribed Form from the erstwhile Agency.

**13.13** All communications from RCIL related to services should be dealt with on urgent basis. For this purpose empaneled Agency should nominate SPOC (Single point of Contact) for escalating any service related matter, if required. A monthly review meeting should also be arranged (Online / Offline) between HR teams of RailTel and Agency.

**13.14** In addition to monthly salaries, the other kind of payments such as TA/DA, Contingency reimbursements, cash award, arrears, bonus, annual benefits, Gratuity etc. are also payable to the outsource employees. The details of such payments will be intimated by RailTel to the Agency from time to time. Agency will raise GST Invoices of such reimbursements after making the payment to employees.

**13.15 Working Hours, Holiday and Leaves:** The employees deployed in RailTel through the agency will be as per RailTel's policy for outsource employees.

**13.16** In case of closure of ongoing projects or for other reasons if any outsource employee becomes surplus, his hiring will be discontinued after serving one month's notice period.

**13.17** Agency must ensure that their deputed outsource employees should give at least one month notice of resignation failing which one month's salary should be refunded to RailTel in lieu of Notice period. Otherwise, their No Dues Certificate will not be issued by RailTel and their relieving letter and experience certificate should not be issued by the Agency.

## **15.0 COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT – EFFECTIVENESS OF CONTRACT**

### **15.1 Commencement of Services:**

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

### **15.2 Expiration of Contract**

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

### **15.3 Modification**

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

### **15.4 Subletting**

The Bidder shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Bidder 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 Bidder. In such case the Performance Guarantee of the selected Bidder, will be forfeited.

## **16.0 TERMINATION**

### **1) By the Corporation (RailTel)**

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

- (a) If the Bidder commits breach of any condition of the contract or do not remedy/rectify a failure in the performance of their obligations under the contract.
- (b) If the Bidder becomes insolvent and bankrupt.
- (c) If as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period not less than sixty (60) days.
- (d) If RailTel, in its sole discretion, decides to terminate this Contract.
- (e) If the Bidder or its employees/agents indulge in any malpractice relating to providing the outsourcing of the services.
- (f) Non-payment of statutory dues to the concerned department.

In the event of termination on unsatisfactory service or in violation of any of the terms & conditions of contract, Performance Guarantee shall stand forfeited in addition to banning of Bidder for a period of 2 years. This will be in addition to any other action that RailTel may deem fit in the facts and circumstances of the case.

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

### **2) By the Bidder**

The Bidder 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 Bidder under the Contract, provided that if RailTel pays such amount within notice period such termination notice shall become infructuous.

## **17.0 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 Bidder.

## **18.0 OBLIGATIONS OF THE BIDDER**

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

### **18.2 Statutory Compliances & Labour Laws:**

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

### **18.3 Mandatory Aadhar Card Holder for employment & Payment through Aadhar Payment Bridge**

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

### **18.4 Special Conditions of contract for mandatory updating of labour data on Railway's Shramik Kalyan portal by contractor.**

**18.4.1** In order to increase transparency in payment of contract Labour wages and other payments, a web-based e-application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in).

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

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

- a) Contractor shall apply for one-time registration of his company/Firm etc.in the Shramik Kalyan portal with requisite details subsequent to issue of letter of Acceptance. P&A Department/ RailTel shall approve the contractor's registration on the portal within 7 days of receipt of such request and create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favor.
- b) The contractor once registered on the portal, shall provide details on his letter of Acceptances (LOA)/Contract Agreements on shramik kalyan portal within 15 days of date

of issue of any LOA for approval of concerned P&A department. P&A department/ RailTel shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

- c) The contractor shall fill the salient details of contract labor's engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.
- d) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labor & payments made thereof after each wage period.
- e) While processing payment of any 'On Account bill' or Final bill or release of 'Advances' or Performance Guarantee', contractor shall submit a certificate to the P&A department/ RailTel that they have uploaded the correct details of contract labor's engaged in connection with this contract and payment made to them during the wage period in Railway's Shramik kalyan portal at [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). till month \_\_\_\_ year.

#### **19.0 THE SERVICE PROVIDER NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, RECRUITMENT FEE ETC.**

**19.1** The Bidder shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with the activities under the contract, and the Bidder shall use their best efforts to ensure that their deployed personnels or agents too shall not receive any such payment/benefit.

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

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

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

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

#### **20.0 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.

## **21.0 THE BIDDER SHALL OBTAIN RAILTEL'S PRIOR APPROVAL IN WRITING WHEREVER NECESSARY.**

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

## **22.0 REMOVAL AND/OR SUBSTITUTION OF DEPLOYED PERSONNEL**

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

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

## **23.0 LIABILITY FOR DEPLOYED PERSONNEL**

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

**23.2** The agency should verify/ascertain satisfactory character & antecedent records before deploying outsource resources.

## **24.0 OBLIGATIONS OF THE CORPORATION**

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

## **25.0 PAYMENTS TO THE EMPANELLED BIDDER**

The consideration will be paid by RailTel to the Bidder against monthly invoices raised on completion of each month for the services provided, by the Bidder in duplicate. Such payments shall be made within fifteen days of the receipt of the said invoices along with required documents. TDS will be

deducted as per prevailing rates. The consideration aforementioned is all inclusive and no other amounts will be payable to the Bidder by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

The tax invoice will be supported by the following documents:

1. Salary sheet for the month with details of allowances & recoveries,
2. EPF challans,
3. ESI challans,
4. Bank Statement as proof of payment to employees,
5. Certificate pertaining to compliance of Shramik kalyan portal as per clause 15.4
6. Challan of payment of Labour Welfare Challan (whenever applicable)
7. Labour License and Annual Return copy
8. Workmen Compensation policy for those not covered under ESI
9. Documents in actual format as per labour law/codes act and rules prescribed.
10. Any other documents, if required.

**NOTE** - Non-fulfillment of EPF/ESI deduction and compliance may invite 10% deduction on every Bill.

#### **25.1 GST related clauses**

- a. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice
- b. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- c. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- d. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- e. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- f. In regards to works contract, the Bidder should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with tender.
- g. The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of E-tender of tender including extensions if any, and the Bidder there upon necessarily and properly pays such taxes/levies/cess, the Bidder shall be reimbursed the amount so paid, provided such payments, if any is not, in the opinion of RailTel attributable to delay in execution of work within the control of the Bidder. The Bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information by including details of input credit relating thereto. In the event of non- payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of Bidder and make payment to State/Central Government authorities as may be applicable. However, if the rates are reduced after

the last stipulated date for receipt of tender, Bidder has to pass on the benefits to RailTel.

h. In case the successful Tenderer is not liable to be registered under CGST/IGST/UTGST/SGST act, RailTel shall deduct the applicable GST from his/her/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned Tax Authority.

## **26.0 CORRUPT OR FRAUDULENT PRACTICES**

**26.1** 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:

- 26.2** "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;
- 26.3** "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.
- 26.4** "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.

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

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

## **27.0 SCOPE OF SERVICE**

In performing the terms and conditions of the Contract, the Bidder shall at all times act as an Independent Bidder. The contract does not in any way create a relationship of principal and agent between RailTel and the Bidder. The Bidder shall not act or attempt or represent itself as an agent of RailTel. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal-to-Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The deployed personnel/employees of the Bidder shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of RailTel.

## **28.0 ABRITRATION**

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 being unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in English language and the venue of the arbitration shall be **New Delhi**. The arbitration shall be as per Arbitration and Conciliation Act.

## **28.1 SETTLEMENT OF DISPUTE AND ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be Kolkata.

**28.2** All arbitration proceedings shall be conducted in English. Resources against any Arbitral awards so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be nominated by the Chairman & Managing Director of RailTel Corporation of India Limited. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council.

Chairman & Managing Director/ RailTel shall furnish a panel of three names to the contractor, out of which contractor will recommend one name to be his nominee and then Chairman & Managing Director /RailTel shall appoint out of the panel one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding arbitrator. The award of the Sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel.

Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless, pending the resolution of the controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

## **29.0 JURISDICTION**

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

## **30.0 Purchase Preference to bidders under make in India Policy:**

The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated. 15.06.2017 & dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this Tender.

**Deputy General Manager/Contracts  
RailTel/Eastern Region**

**SECTION- 5****FORMAT FOR SUBMITTING TENDER BY THE TENDERER**

(to be submitted on letter head of the (firm/company) under signature of the authorized signatory, along with documentary evidence).

<b>S. No</b>	<b>Name of the Company/ Firm / Agency.</b>	<b>Submitted (Yes/No)</b>
1	Status: Partnership Firm / Limited Liability Partnership / Private Limited Company / Public Limited Company / Joint Venture / Any other.	
2	Address along with telephone number and Fax/email Id. (Tel. no., Fax no. Email address for communication).	
3	Details of incorporation under Companies Act (attach Memorandum & Article of Association, Certificate of incorporation).	
4	Organization structure with location details in India and manpower details.	
5	Bidder's Bank Account details for the refund of bid security (if submitted in the form of DD/BC) by RTGS/NEFT.	
6	GST Registration No. (Please attach the relevant GST registration certificate).	
7	PAN No. (attach copy)	
8	Number of HR experts on the permanent rolls of the Tenderer.	
9	Executive summary about the agency / organization.	
10	Copies of the registration certificates, registration with the Regional Labor Commissioner, EPF registration, ESI registration, PAN Card, GST Registration certificate and registration under applicable Labor Laws.	
11	Documentary proof of Udyam/NSIC/MSE Registration (if any).	
12	Regular up dation of all data on Shramik Kalyan Portal (attach documentary evidence).	
13	Affidavit, attested by Notary on non-judicial stamp paper of value Rs. 100, failing which BID shall be summarily rejected.	

14	Undertaking for not furnishing any misleading and or false information.	
15	Undertaking for not being engaged in any corrupt & fraudulent practice.	
16	Undertaking for Financial Stability.	
17	Undertaking for Legal suit / pending criminal case.	
18	Annual Turnover of the company.	
19	Work Experience	
20	Performance certificate from Client	
21	Power of Attorney/ Authorization	
22	Integrity Pact	
23	Bid Security Declaration (In case of MSEs)	

I/we hereby submit that the information submitted hereby is correct to the best of my/our knowledge & belief. My/our agency/company has not been debarred by any Govt deptt. / PSU's for any reason in last 3 years. In case of any information/document is found to be false, fake or incorrect, RailTel is free to take actions against my/our agency as deemed fit by them.

I/we...

.....  
do

also hereby declare that I/we are not engaged in any activity, which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.

**(Signature of Authorized signatory with Seal)**

## Annexure- I

## Empanelment of agencies for providing manpower services

Evaluation Criteria Parameters

S. No.	Parameter	Documents Required	Marks
1	<b>No. of Govt. Org./CPSE/Railway/Metro organizations served during the FY 2021-22, 2022-23 and 2023-24 &amp; current financial year up to the date of inviting tender, with at least 130 number of manpower on an average (Max. marks 20).</b>		
	04 or more	Certificate from Client with name of contact person is to be furnished. Certificate from Client is to be furnished as per format provided in <b>Annexure VII &amp; VIII.</b>	20
	02-03		10
	01		05
2	<b>Cumulative Annual Turnover of the Company from providing Manpower Services during the last 3 Financial Years (2021-22, 2022-23 and 2023-24) &amp; current financial year up to the date of inviting tender, (Max. marks 15).</b>		
	More than 65 Crores.	Audited balance sheet & Certificate from Chartered Accountant under his Stamp, Signature and Membership Number to be given in <b>Annexure-VI.</b>	15
	More than 60 Crore and up to Rs.65 crores.		10
	More than 55 Crore and up to Rs. 60 crores.		08
	Rs 50.73 Crore to 55 Crores.		05
	<b>For Startups- Cumulative Annual Turnover of the Company from providing Manpower Services during the last 3 Financial Years (2021-22, 2022-23 and 2023-24) &amp; current financial year up to the date of inviting tender, (Max. marks 15).</b>		
	More than 24 Crores.	Audited balance sheet & Certificate from Chartered Accountant under his Stamp, Signature and Membership Number to be given in <b>Annexure-VI.</b>	15
	More than 20 Crore and up to Rs.24 crores.		10
More than 18 Crore and up to Rs. 20 crores.	08		
Rs 16.91 Crore to 18 Crores.	05		
<b>Technical Eligibility Criteria (as mentioned in para 6.5) (Max. marks 15).</b>			
3	i. More than 26 Crore each (for three similar works)	Work Experience certificate, copy of work order, bill of quantities, bill-wise details of payment received duly certified by CA, TDS certificates for all payments received, and copy of final / last bill paid by company in support of above work experience certificate (details at Note-para 6.5).	15
	ii. More than 34.63 Crore each (for two similar works)		
	iii. More than 52 Crore (for one similar work)		
	i. More than 22.5 Crore and up to 26 Crore each (for three similar works)		10
	ii. More than 30 Crore and up to 34.63 Crore each (for two similar works)		
	iii. More than 45 Crore and up to 52 Crore (for one similar work)		

	<ul style="list-style-type: none"> <li>i. More than 16.91 Crore and up to 22.5 Cr. each (for three similar works each)</li> <li>ii. More than 22.5 Crore and up to 30 Cr. each (for two similar works each)</li> <li>iii. More than 33.82 Crore and up to 45 Cr. (for one similar work)</li> </ul>		08
	<ul style="list-style-type: none"> <li>i. From Rs. 10.15 Crore &amp; up to 16.91 Cr. each (for three similar works each)</li> <li>ii. From Rs. 13.53 Crore &amp; up to 22.5 Cr. each (for two similar works each)</li> <li>iii. From Rs. 20.3 Crore &amp; up to 33.82 Cr. (for one similar work)</li> </ul>		05
	<b>Technical Eligibility Criteria for Startups (as mentioned in para 6.5) (Max. marks 15).</b>		
	<ul style="list-style-type: none"> <li>i. More than 13 Crore each (for three similar works)</li> <li>ii. More than 17.3 Crore each (for two similar works)</li> <li>i. More than 45 Crore (for one similar work)</li> </ul>	Work Experience certificate, copy of work order, bill of quantities, bill wise details of payment received duly certified by CA, TDS certificates for all payments received and copy of final / last bill paid by company in support of above work experience certificate (details at Note-para 6.5).	15
	<ul style="list-style-type: none"> <li>i. From Rs. 11.25 Crore &amp; up to 13 Cr. each (for three similar works each)</li> <li>ii. From Rs. 15 Crore &amp; up to 17.3 Cr. each (for two similar works each)</li> <li>iii. From Rs. 33.82 Crore &amp; up to 45 Cr. (for one similar work)</li> </ul>		10
	<ul style="list-style-type: none"> <li>i. From Rs. 8.5 Crore &amp; up to 11.25 Cr. each (for three similar works each)</li> <li>ii. From Rs. 11.26 Crore &amp; up to 15 Cr. each (for two similar works each)</li> <li>iii. From Rs. 17 Crore &amp; up to 33.82 Cr. (for one similar work)</li> </ul>		08
	<ul style="list-style-type: none"> <li>i. From Rs. 5.1 Crore &amp; up to 8.5 Cr. each (for three similar works each)</li> <li>ii. From Rs. 6.76 Crore &amp; up to 11.25 Cr. each (for two similar works each)</li> <li>iii. From Rs. 11.84 Crore &amp; up to 17 Cr. (for one similar work)</li> </ul>		05
	<b>Services in terms of Man-months (outsourced personnel-support staff) during the Financial Years 2021-22, 2022-23 and 2023-24 &amp; current financial year up to the date of inviting tender, (Max. marks 15).</b>		
4	More than 5000 man-months.	Details to be provided in <b>Annexure IX</b> , to be supported by PF Challans for the months of March 2022, March 2023, and March 2024.	15
	4001 to 5000 man-months.		10
	3501 to 4000 man-months.		08
	3000 to 3500 man-months.		05
	<b>Having Web-based Payroll System for deployed manpower with ESS, Client Access System. (Max. marks 20).</b>		
5	<p>ESS with Client Access System</p> <ul style="list-style-type: none"> <li>i. <b>Engagement Process</b></li> <li>ii. <b>Leave Management</b></li> <li>iii. <b>Attendance</b></li> <li>iv. <b>Payroll</b></li> </ul> <p><b>{5 marks each}.</b></p>	<p>Screenshots to be submitted along with the bid.</p> <p>Presentation of the same may be held for verification.</p>	20

<b>Area where manpower services are being provided now. (Max. marks 20).</b>			
<b>6</b>	Eastern Region – West Bengal and in 4 states out of below Assam, Bihar, Jharkhand, Odisha and North East States	Certificate from the Client along with the name of the contact person and his contact phone number.	20
	Eastern Region – West Bengal and in 3 states out of below Assam, Bihar, Jharkhand, Odisha and North East States		15
	Eastern Region – West Bengal and in 2 states out of below Assam, Bihar, Jharkhand, Odisha and North East States		10
	Any State of Eastern Region		5

**Bidders have to score minimum 30 marks for being Technically Eligible.**

\*\*\*\*\*

**Annexure- II**

**FORMAT OF AGREEMENT**

THIS AGREEMENT is made on this (DATE \_\_\_\_\_) BY AND BETWEEN RailTel Corporation of India Limited (RailTel). A Company incorporated under the Companies Act' 1956 and having its Registered Office at **19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal.** (hereinafter referred to a "RAILTEL", which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART AND THE AGENCY, having its office M/s. \_\_\_\_\_

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

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

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS: -

**1 Scope of AGREEMENT**

The validity of agreement will be Two Years effective from \_\_\_\_\_(Date) \_\_\_\_\_to \_\_\_\_\_(Date)\_\_\_\_\_as per agreed terms &conditions.

1.1 The AGENCY shall, during the term of this agreement provide RAILTEL with placement services as referred to as the "Services" at and in respect of its all offices in RailTel Eastern Region (hereinafter referred to as the "Premises") for the consideration and upon the other terms and condition herein provided.

1.2 The Monthly consideration payable by RAILTEL to the AGENCY for the Services agreed to be provided by the AGENCY will be made subject to the satisfaction of RAILTEL, after complying with all statutory requirements and deduction of any tax or other amounts as required by law or as provided herein.

1.3 The consideration aforesaid will be paid by RAILTEL to the AGENCY, against monthly invoices raised at the end of each month, including --- ---% service charge by the AGENCY in duplicate, such payments shall be made within fifteen days of receipt of the said invoices. The Consideration aforementioned is all inclusive and no other amounts will be payable to the AGENCY by RAILTEL on any account whatsoever, unless otherwise specifically agreed to by it in writing.

1.4 The AGENCY agrees that if and when so requested by RAILTEL, it will provide the placement Services at the premises, or any other offices of RAILTEL, as may be required by RAILTEL and at rates not exceeding the prevailing rates agreed between the parties and referred to in the Annexure-I hereto.

## **2 OBLIGATIONS OF THE AGENCY**

2.1 The AGENCY will for the purpose, continuously monitor the services being rendered by it to ensure that these are upto the standards required by RAILTEL.

2.2 The AGENCY would comply with the statutory requirement EPF/ ESI of the temporary personnel engaged by the client to the satisfaction of RAILTEL. They shall communicate any information required on this to RailTel or statutory agency as required.

2.3 The AGENCY to comply with all the provisions of labour laws such as ESI ACT, EPF and other statutory requirements. In event of non-compliance of the same the AGENCY to undertake to indemnify RAILTEL on any cost it may incur on account of such non compliance.

2.4 The AGENCY shall ensure complete compliance in respect of the personnel employed by him and posted in RailTel of all the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Employee's Provident Funds & Miscellaneous Provision Act, 1952 and any other Act, Rules or Regulations for labor as may be enacted by the government or any modification thereof or any other law relating thereto and rules made thereunder from time to time.

2.5 The attendance rolls for the personnel deployed by the AGENCY at the premises of RAILTEL shall be provisioned by the AGENCY and it shall be monitored by the AGENCY. These Attendance rolls shall be signed by the proprietor of the AGENCY or his authorized representative.

2.6 Upon a written / oral request being made by RAILTEL in that regard the AGENCY will, within 24 hours of receipt of such request, discontinue the Services found to be unsatisfactory or otherwise objected to by RAILTEL for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, RAILTEL will not be obliged to pay the amount in respect of discontinued Services.

2.7 Notwithstanding anything herein contained, the AGENCY will be liable to adequately compensate RAILTEL for any loss or damage occasioned by any act, omission or lapse on the part of the AGENCY or of any persons deployed by it pursuant to this Agreement.

2.8 The AGENCY is aware that Services similar to those covered by this Agreement are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.

2.9 The AGENCY shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of person(s) and property in the works, neighborhood of the works, against the same.

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

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

### **3 OBLIGATIONS OF RAILTEL**

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

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

- a) The engagement is purely temporary and on Contract basis.
- b) The offer is based on the Contract between RAILTEL and THE AGENCY for providing services which is only for a specific period, which may however be extended depending on the extension of the Contract and also on the basis of the performance. The services may be terminated with a notice of one month.
- c) The service of the temporary engaged are liable to be transferred anywhere within Corporate office from one job to another, one department to another, and one branch to another without any extra remuneration depending on the exigencies of the work.
- d) The temporary engaged shall at all-time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of RAILTEL.
- e) By virtue of the services with RAILTEL, you and the temporary engaged will come in possession of certain information and secrets related to RAILTEL you or temporary engaged personnel will not divulge any such secret, formula or business strategies to any other person or any organization or individual.
- f) The temporary engaged persons so deployed by the AGENCY in RAILTEL shall not have claim to any regular employment in RAILTEL.
- g) RAILTEL may at its discretion sanction award/reward/incentives to efficient temporary engaged person(s) directly at any time.

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

#### **4 FORCE MAJEURE**

The obligations of RAILTEL and the AGENCY shall remain suspended if and to the extent that they are unable to carry out such obligation owing to force majeure or reasons beyond their control. In the event of such inability continuing for more than a week, the other party shall have a right to terminate this agreement without further obligation.

#### **5 INDEMNITY**

The AGENCY hereby agrees to keep indemnified and shall keep indemnified and hold harmless, RAILTEL and its Directors, Officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Agreement or arising from any breach or non-compliance whatsoever by the AGENCY or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises. The agency will indemnify RailTel for any act of commission including fraud, embezzlement etc.

#### **6 OTHER TERMS AND TERMINATIONS**

6.1 Agreement shall be deemed to have commenced as on and from (Date) and shall be in force for an initial period of Two years from the said date. Any change in the consideration agreed under clause 1.3 above, beyond this period would be by way of mutual consent and in writing only. Thereafter, the parties may extend the Agreement on terms to be mutually agreed upon.

6.2 Notwithstanding anything contained herein either party may, without cause, terminate this agreement by giving 30 days' notice to the other.

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

#### **7 RELATIONSHIP BETWEEN THE PARTIES**

It is clearly understood and accepted by both parties that this agreement 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 parties hereto, the agent or representative of the other, under any circumstances.

**8 ENTIRE AGREEMENT**

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

All other terms & conditions are as per E-Tender document.

**9 ARBITRATION**

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. Each party shall appoint the third arbitrator. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Delhi.

**10 JURISDICTION**

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Kolkata 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 the irrespective 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

Witnesses:

In the presence of witnesses:

For RAILTEL

For the agency

1.

1.

2.

2.

## Annexure- III

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

I..... (Name and Designation) \*\* appointed as the Attorney/Authorized Signatory of the Tenderer (including its constituents), M/s ..... (hereafter called the Tenderer) for the purpose of the tender documents for the work of..... as per the tender no..... of RailTel Corporation of India Ltd.), 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 the 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/RCIL website <https://www.railtel.in/> [www.railtel.enivida.com](http://www.railtel.enivida.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration 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 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 RailTel. Further, I/we (insert name of the tenderer) \*\* \_\_ and all 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 and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

**Annexure-IV**

**Proforma for Performance Bank Guarantee**

PERFORMANCE BANK GURANTEE BOND

(On Stamp Paper of Rs. One Hundred) (To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Eastern Region, 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal.

(Herein after called RailTel) having agreed to exempt..... (Herein after called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. .... dated made between ..... and ..... for (herein after called "the said Agreement") of Performance Guarantee for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs.....(Rs only). We, .....(indicate the name of the Bank)here in after referred to as "the Bank") at the request of ..... Contractor(s) do hereby Undertake to pay the RailTel an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, ..... Bank **and our local branch at Kolkata (indicate detail address of local Kolkata Branch with code no.)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

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

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

We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor( s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... (1) ..... We

shall be discharged from all liability under this Guarantee thereafter.

We, ..... We, ..... (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

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

Dated the day of ..... 2024

for..... (Indicate the name of the Bank)

Witness

1. Signature & Name

2. Signature & Name

\*\*\*\*\*

**Annexure-V**

**OFFER LETTER  
(On Letter Head of Firm/Company)**

**From:**

**To,**  
RailTel Corporation of India Limited,  
Eastern Region, 19th Floor, Aurora  
Waterfront Building, Plot no. 34/1, Block  
-GN, Sector - V, Salt Lake City, Kolkata -  
700091, West Bengal.

**Sub: Engagement of Two experienced manpower service provider for various services/ job for RailTel Corporation of India Ltd /Eastern Region**

**Ref.: Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1545, Dt. 17.10.2024.**

Dear Sir,

I/ We, \_\_\_\_\_ have read and understood the various conditions of tender document attached here to and here by agree to ABIDE BY THE SAID CONDITIONS. I/we also agree to keep this offer open for acceptance for a period of 90 days from the date fixed for the bid submission and in default there of, I/We will be liable for forfeiture of my / our Bid Security (EMD). I/we offer to do the work asset out in the bid documents. I/we also agree to abide by the conditions of contract and to carry out the work accordingly.

2. I/we hereby agree to hold in confidence all documents and information, supplied to us at anytime by or on behalf of the RAILTEL in connection with this tender or with the above-mentioned Works and without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.

3. A Sum of Rs. \_\_\_\_\_/- through \_\_\_\_\_ (mode/transaction ID details) dated \_\_\_\_\_ has been submitted to RailTel Corporation of India Ltd., as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the Performance Bank Guarantee within 30 days after issue of Purchase order/LOA.

4. Unless and until a formal agreement is prepared and executed, this bid together with RailTel's written acceptance thereof, shall constitute a binding contract between us.

5. This tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Delhi will have exclusive jurisdiction in the matter.

6. We acknowledge that the Offer Letter and all Annexures to bid document will form an integral part of the bid.

7. If our tender is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Yours faithfully,

Dated:

For and on behalf of

(Please mention Name and Address of Company along with Company Seal)

.....  
(Signature of the Authorized Signatory of the Company)

**ANNEXURE- VI**

**ANNUAL TURNOVER OF THE COMPANY (last 3 Financial Years& current financial year up to the date of inviting tender).**

**Name of Company/Firm/Agency** .....

S.N.	Description	Financial Data (in INR)			Current FY
		Year 2021-22	Year 2022-23	Year 2023-24	
i.	Annual turnover from Manpower Outsourcing				
ii.	Gross Annual Turnover				
iii.	Profit After Tax (PAT)				
iv.	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- VII**

**WORK EXPERINECE**  
(On Company Letter Head)

(For work undertaken in Govt. Orgn./CPSE/Railway/Metro orgn. served during the financial years 2021-22, 2022-23, 2023-2024 and current year.

S. No.	Name of Client	Contract No.	Date of Award	Contract Status		Proof of Work	
				Continuing (Y/N)	Date of Completion	Continuing (LOA and Last month Wage Bill)	Completed (Client Certificate as per Format given hereunder)

**Note:**

Only the work executed by the Bidder in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the bidder should be indicated and the remaining done by the other members of the group be executed. This is to be sustained with documentary evidence clearly mentioning the work done by the bidder.

**Annexure-VIII**

**FORMAT FOR OBTAINING PERFORMANCE CERTIFICATE FROM CLIENT**

It is certified that M/s ..... has been engaged by  
 .....(client Name) for  
 ..... (Scope of Work) during the period  
 from.....to.....

2. The average number of manpower supplied by M/s .....  
 during the last three FY and current FY is as under:

<b>Financial Year</b>	<b>Number of Manpower on an average in a year</b>
2021-2022	
2022-2023	
2023-2024	
Current FY	

3. The performance of M/s.....during the contract period  
 has been Satisfactory/Not Satisfactory.

.....  
 (Client Signature)

.....  
 (Name of authorized client representative)  
 Along with contact number.

.....  
 (Date)

Note: Certificate to be issued by the authorized representative of the client, duly signed and stamped.



**Annexure-X**

**Statement of Deviations**

The following are the particulars of deviations from requirement of the tenderer.

<b>Clause</b>	<b>Deviation</b>	<b>Remarks (including justification).</b>

**Notes:**

Where there is no deviation, the statement should be returned duly signed with an endorsement indicated "No deviations".

**Signature and seal  
of the Tenderer.**

## **SECTION – 6**

### **Integrity Pact Program**

RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, prefab shelters, electronic equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the bids.

- a) Only those vendors who have downloaded the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

1. Shri. Vinit Kumar Jayaswal E-Mail: gkvinit@gmail.com
2. Shri. Punati Sridhar E-mail: poonatis@gmail.com

Name & contact details of Nodal Officer (IP) in RailTel:

#### **Chief Vigilance Officer**

RailTel Corporation of India Ltd  
6th Floor, Office Block, Tower-2,  
NBCC Complex, East Kidwai Nagar,  
New Delhi-110023  
E-Mail: 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 shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact (in 2 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 letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted online by all the Bidders duly signed in all pages along with the Bid. Tender received online without signed copy of the Integrity Pact document along with the technical bid documents will be liable to be **REJECTED**. Proforma for signing the Integrity Pact is available in Annexure-

XI of this tender document. Original copies are needed to be submitted by the bidders before opening of bids.

- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders before issuance of LOA to the successful bidder. If the Bidders representative is not present during the issuance of LOA, the 2<sup>nd</sup> copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

**Annexure-XI**

**PROFORMA FOR “SIGNING THE INTEGRITY PACT”**

(To be signed by the Bidder)

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 & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission (CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors 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.
4. 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.
5. 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.

Note: However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. 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.

The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.

9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

10. The word 'Monitor' would include both singular and plural.

11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

### **Section 9: Pact Duration**

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDERS is unsuccessful, this Integrity Pact shall expire after six months from 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.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.
7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

(For & on behalf of the Principal)  
(Office Seal)

(For & On behalf of Bidder/  
Contractor)  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**Annexure-A to the 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 to the Integrity Pact****GUIDELINES ON BANNING OF BUSINESS DEALINGS**

<b>S. No.</b>	<b>Description</b>
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 Dealings
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 alongwith 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 alongwith 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) For exonerating 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.

**Annexure-XII**

**FORMAT OF BID SECURITY DECLARATION**

(On non-judicial stamp paper of Rs. 100/-)

Whereas, I/We..... (Name of Agency) has submitted bid for ..... (Name of Work and Tender No. \_\_\_\_\_) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines as the bidder being .....

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit: -

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/PO, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

**Annexure-XIII****CHECK LIST**

Kindly summarize about the following items of the bid along with their page numbers.

<b>SN</b>	<b>Have you submitted the following documents?</b>	<b>Submitted /Complied or Not</b>	<b>Page No.</b>
1	Cost of tender document: Rs. 5900.00		
2	Power of Attorney/Authorization		
3	Downloaded signed tender document.		
4	Earnest money Deposit (EMD): Rs 33,82,000.00		
5	In case bidder happens to be an MSE bidder, the documentary evidence for same along with Bid Security Declaration (As per Annexure-XII)		
6	Bidders Bank Account details for refund of bid security (if submitted in the form of DD/BC) by RTGS/NEFT.		
7	Details of contact person (Tel.no. / Email Ids)		
8	Affidavit (as per Annexure III)		
9	Offer letter (Annexure V)		
10	Annual Turnover of the company (Annexure VI)		
11	Work Experience (Annexure VII)		
12	Performance certificate from Client (Annexure VIII)		
13	Details of organization to which tenderer has supplied manpower (Annexure-IX)		
14	Deviation Statement, if any (Clause wise) (Annexure-X)		
15	Integrity Pact (As per Annexure-XI)		
16	Original Copy of (i) Power of Attorney/ Authorization, (ii) Affidavit, (iii) 2 copies of Integrity Pact and (iv) Bid Security Declaration (Applicable for MSE bidders) in offline mode		

DETAILS OF CREDENTIALS SUBMITTED AGAINST PRE QUALIFICATION-CRITERIA FOR BIDDER:

<b>SN</b>	<b>Clause</b>	<b>Supporting documents</b>	<b>Details/Remarks</b>	<b>Page no of the Bid</b>
1				
2				
3				
4				

DETAILS OF CREDENTIALS SUBMITTED AGAINST TECHNICAL/ELIGIBILITY CRITERIA:

SN	Clause	Supporting documents	Details/Remarks	Page no of the Bid
1				
2				
3				

DETAILS OF CREDENTIALS SUBMITTED AGAINST FINANCIAL/ELIGIBILITY CRITERIA:

SN	Clause	Supporting documents	Details/Remarks	Page no of the Bid
1				
2				
3				

The bidder should also add & submit any other document mentioned in tender document elsewhere but not specifically mentioned above.

**Note: Non submission/ non-compliance of above documents as deliberated in Check List will make the offer liable to be summarily rejected.**

END OF THE DOCUMENT

\* \* \* \* \*