

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

**6th Floor, Block-III, Delhi IT Park,
Shastri Park, Delhi- 110053.**

E-Tender (Two Packet)

For

Engagement of Experienced Manpower Agency for providing manpower & related services for a period of two years in Regional Office and Territories of RailTel Corporation of India Ltd, Northern Region

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, उत्तरी क्षेत्र के क्षेत्रीय कार्यालय और क्षेत्रों में दो साल की अवधि के लिए श्रमशक्ति और संबंधित सेवाएं प्रदान करने के लिए अनुभवी श्रमशक्ति सेवा प्रदाताओं (मैनपावर सर्विस प्रोवाइडर) की नियुक्ति।

Open E-Tender No. RCIL NR-RONR0HR(FI)/4/2022-O/oDGM/HRD /DLI/NR/RCIL (Comp no. 26396)

Date: 11.11.2022

Date of Opening- 12.12.2022

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SECTION – 1**Notice Inviting E-Tender**

Sub: Engagement of Experienced Man-power Agency for providing Manpower & related Services for a period of two years in Regional office and Territories of RailTel Corporation of India Limited, Northern Region.

RailTel Corporation of India Limited (RAILTEL), a Mini Ratna, fast growing Central PSU under Ministry of Railways invites E-Tenders in “Two Packet System for **Engagement of Experienced Manpower Service Providers for providing manpower and related services for a period of two years in Regional Office and Territories of RailTel Corporation of India Ltd, Northern Region** in the domain of services given in the ‘Scope of the work’ under their own supervisions.

1	E-Tender Notice No.	No.RCIL NR-RONR0HR(FI)/4/2022-O/o DGM/HRD/DLI/NR/RCIL (Comp no. 26396)
2	Tender Availability for download	On Portal https://railtel.enivida.com
3	Last date of Submission of bids	Upto 15.00 hrs of 12.12.2022
4	Opening date of e-Bid	15.30 hrs of 12.12.2022
5	Estimated work value	Rs.52.50 Crore approx.. (inclusive of taxes)
6	EMD	Rs. 50,00,000/-
7	Validity of Offer	60 days from the opening of e-Tender
8	Type of Tender	Single Stage Packet 2
9	Tender download site	https://railtel.enivida.com and www.railtelindia.com
10	Cost of E-Tender Document is Rs.10,000/-*(Rs.Ten Thousand only) all inclusive which is non-refundable.	
11	E-Tendering portal for submission of bid - https://railtel.enivida.com	
12	The cost of E-Tender document and EMD, as stated above has to be submitted only through payment gateway available on website https://railtel.enivida.com	

Eligible MSEs/NSIC Firms are exempted from paying cost of Tender documents and EMD only. No other exemption is given. More details are given in **Note (i to iv)** below.

The eligibility criteria and List of Documents required to be submitted along with Offer, are given in the tender documents. Fulfilment of eligibility criteria as mentioned therein is a pre-requisite for consideration of the offers.

The offers are deemed to be valid for acceptance for a period of 90 days from the date of opening of the Bid. Late/delayed/incomplete offers and offers with insufficient cost of Tender / EMD will be summarily rejected.

Note:

- i. Small Scale Units registered with MSEs/NSIC under single point registration scheme shall be exempted from the cost of tender documents.
- ii. They are also exempted from submission of EMD.
- iii. These exemptions shall be applicable provided units are registered with MSEs/NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.
- iv. No exemption is, however, applicable to these units from payment of security deposit/Performance Bank Guarantee.
- v. Consortium/JV not allowed.

Tender Notice and Tender Document are available on RailTel's website www.railtelindia.com and on e-tendering portal <https://railtel.enivida.com>. All future information viz. Corrigendum/ Addendum/ Amendments etc. for this Tender, if required, shall be posted on the e-Tendering portal only. Printed copy of tender document will not be sold from RailTel Office.

EMD and Tender cost as stipulated, is payable through e-Tendering portal railtel.enivida.com. In case of any issue in deposit through this site, it can also be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission and the transaction details may be submitted with tender:

Name of the Branch & Address	Union Bank of India, 1 st Floor, 14/15, Rajiv Chowk, Block-F, Connaught Place, New Delhi- 110001
Name of Account Holder	RailTel Corporation of India Limited
Account No.	307801010917906
IFSC Code	UBIN0530786
Branch Code	530786

Note: Bids without EMD & Tender Cost will be summarily rejected (MSEs / NSIC registered Firms are exempted).

The Bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the outcome.

Bidders should log into the website well in advance for 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.

Executive Director
RailTel Corporation of India Ltd
Northern Region/New Delhi

RailTel Corporation of India Limited
(A Govt of India Enterprise)
6th Floor, Block-III, Delhi IT Park,
Shastri Park, Delhi-110053.

Sub: Engagement of Experienced Man-power Agency for providing Manpower & related Services for a period of two years in Regional office and Territories of RailTel Corporation of India Limited, Northern Region.

RailTel Corporation of India Limited (RCIL), a Mini Ratna, fast growing Central PSU under Ministry of Railway, invites **E-Tender** for empaneling reputed and experienced Manpower Agency in the domain of manpower service given in the 'scope of the work' under their own supervision, **at Regional Office, RailTel Corporation of India Limited.** 6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053.**and in Delhi Territory** spread over Delhi, NCR, Jaipur, Chandigarh, Lucknow, and Prayagraj and the states/ UT covered under the territories viz Delhi, Uttar Pradesh, Haryana, Punjab, Bihar, Rajasthan, Uttarakhand, Himachal Pradesh, Jammu and Kashmir, Chandigarh & Madhya Pradesh etc.

General Instruction/ terms and conditions of Tender for providing manpower services to the Region office of RailTel Corporation are enclosed. Tender Notice and Tender Document are available on the RailTel website and can be downloaded from www.railtelindia.com. Or from the e-Tender portal <https://railtel.enivida.com>. and a fee of Rs.10,000/- towards the cost of tender document and Earnest Money Deposit (EMD) of Rs. **50** lakhs (Rupees Fifty Lakhs only), is payable through RailTel's e-Tendering portal or in case of any issue in deposit through this site, it may also be remitted in RailTel's account as mention in NIT (Section-1). Bidder has to select the payment option as "e-payment" to pay the Tender fee / EMD as applicable and enter details of the instrument.

The last date for the submission of bid is 12.12.2022 at 15:00 hrs. and opening date of e-bid is 12.12.2022 at 15:30 hrs on e-portal. In case **12.12.2022** is declared holiday, the e-tender will be opened on next working day at 15:00 hrs. RailTel Corporation reserves the right to reject any or all the Tender proposals without assigning any reason(s) therefor.

Executive Director
RailTel Corporation of India Ltd
Northern Region/New Delhi

SECTION – 2

E-tendering Instructions to Bidders

General Instructions for Online Bid Submission:

Following are the instruction for online bid submission as per the term and conditions:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. 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. Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://railtel.enivida.com>

REGISTRATION

Bidders are required enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) with clicking on the link “Online bidder Registration” on the e-tender Portal by paying the Registration fee of Rs.2360/- Per vendor/per year.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

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 bidder.

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 / n Code / e Mudhra etc.), with their profile.

Only one 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.

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.

The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com> . After completion of registration payment, you need to send your acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com for activation of your account.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the RailTel Corporation of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.

Once the bidders have selected the tenders they are interested, they can pay the processing fee Rs 7500/- + 18% GST (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you 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.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

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 colored option which helps in reducing size of the scanned document.

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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

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.

SUBMISSION OF BIDS

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.

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.

Bidder has to select the payment option as "Online Payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount online, the uploaded bid will be summarily rejected.

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 white 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 filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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.

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.

ASSISTANCE TO BIDDERS

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.

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

Please feel free to contact Helpdesk (as given below) for any query related to e-tendering.

1. Helpdesk landline No: 011-49606060
2. Mr. Amrendra (8448288980)
3. Mr. Birendra Kumar (8448288988)

RailTel Contact (for general Information)

RailTel Contact-1 (for general Information).

Ms. Beethi Joshi, Senior Manager/HR: Mobile: 9717645441
Email id: <beethijoshi@railtelindia.com>

RailTel Contact-2 (for general Information).

Mr. Sachinder Kumar, DGM/HR: Mobile: 9717644051
Email id: <sachinderkumar@railtelindia.com>

1. ONLINE SUBMISSIONS :

The bidder is required to submit all the relevant documents online only, with the following documents:

- a) EMD submission as per details mentioned in Tender notice.
- b) Tender Cost submission as per details mentioned in Tender notice.
- c) Power of Attorney in favour of the signatory duly authorizing the signatory. Original copy needs to be submitted by the successful bidder before issuance of LOA.
- d) In case bidder happens to be an MSE bidder, the documentary evidence for the same shall be submitted online.
- e) Integrity pact in original as per Annexure-XII duly signed to be submitted online, failing which offer shall be summarily rejected. Two original copies of Integrity pact should be submitted in RailTel Corporation of India, Northern Region Shastri Park office, Delhi within a week's time from the last date of submission of bid.

2. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE.

3. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

Representatives of bidders desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

SECTION – 3

Sub: Engagement of Experienced Man-power Agency for providing Manpower & related Services for a period of two years in Regional office and Territories of RailTel Corporation of India Limited, Northern Region.

RailTel Corporation of India Limited (RCIL), a Mini Ratna, Central PSU under Ministry of Railways invites open E-Tender for engaging reputed and experienced Manpower Agency, **for a period of 2 years**, for providing services as given in the ‘**Scope of the Work**’ under their own supervision, at Regional Office, New Delhi and in territory offices at Delhi, NCR, Jaipur, Chandigarh, Lucknow, and Prayagraj and the states/ UT covered under the territories viz Delhi, Uttar Pradesh, Haryana, Punjab, Bihar, Rajasthan, Uttarakhand, Himachal Pradesh, Jammu and Kashmir, Chandigarh & Madhya Pradesh etc.

RailTel Corporation of India Limited
(A Govt. of India Undertaking of Ministry of Railways)
Regional office: 6th Floor, Block-III, Delhi IT Park,
Shastri Park, Delhi-110053.

Sub: Engagement of anExperienced Service provider for various services/jobs for two years.

RailTel Corporation of India Limited (RCIL), a Mini Ratna, fast growing Central PSU under Ministry of Railways invites e tender for engaging reputed and experienced Manpower Service provider **for a period of 2 years** in the domain of services given in the ‘scope of the work’ under their own supervision, at Regional Office of RailTel Corporation of India Ltd. at **6th Floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053.**

1.0 SCOPE OF WORK

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

- (i). **Personal Assistant/Secretary:** Secretarial job and outdoor/liaison and other activities as and when directed.
- (ii). **Receptionist:** All activities pertaining to front desk, attending to fax, issue and dispatch, assisting ED’s personal secretariat and other related activities as and when directed.
- (iii). **Office Assistant/HR Executive:** File document/Record management and maintenance, Maintenance stationery and other activities as and when directed.
- (v). **Account Assistant/Finance Executive:** File document/Record management of Finance and other activities as and when directed.

- (vi). **Chartered Accountant:** Finance management and other activities as and when directed
- (vii). **Non- Technical Supervisor(Protocol Duties):** All protocol duties and liaising with other department.
- (viii). **Field Engineer (Graduate/ Diploma engineer):** All activates pertaining to operation and maintenance of outdoor plant and indoor equipment.
- (ix). **Electrician:** Maintenance of all electrical fitting, equipment, AC system and other activities as and when directed.
- (x). **Peon:** Attending to ED/GM's/DGM's and other nominated officers and other activities as and when directed.
- (xi). **Pantry Boys & House Keeping Boys:** Duty of cleaning office and washing the toilets, preparation tea etc. and service of tea and snacks and any other work assigned by his senior.
- (xii). **Helper/Labour/Patroller:** Any job as per instructed by site in charge.
- (xiii). **Marketing Executive:** Assisting in activity pertaining to business of company.
- (xiv). **Helpdesk Executive:** Interface between customer and executives.
- (xv). **Splicer:** To assist in proper maintenance of OFC.

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

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

Note 1: The entry qualifications and Salary packages of above posts have been laid down by the RailTel Corporation. The required manpower will be subjected to the screening by RailTel.

Note 2: Scope of Work Includes:

- (i) 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 www.railtelindia.com before attending the Screening.

- (ii) 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**.
- (iii) Back-ground verification of the newly hired candidates must be done, including Police verification, within one month from the date of joining. Agency should bear the cost of background verification and submit the declaration of verification.
- (iv) 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.
- (v) Issue of ID card, ESIC card (where applicable), Medical Insurance Card, Group Accident Insurance Card, generating UAN No. etc well in time of all the existing as well as newly hired candidates.
- (vi) Payment of monthly Salary by last working day of every month based on Attendance Sheets sent by RailTel office.
- (vii) Payment of Reimbursement (TA/DA etc.) by 10th of every month based on Employees' TA/DA bills as sent by RailTel duly verified.
- (viii) Issues like transfer / withdrawal of PF of employees etc. should be dealt with on priority basis.
- (ix) 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.
- (x) **Exit process** of the employees should be finalized expeditiously with provision of timely replacement (after following the due procedures like **No Dues Certificate** from RailTel etc.). The Agency should facilitate the withdrawal / transfer of PF of such employees leaving and payment of gratuity as per rules.
- (xi) All other related services not mentioned above but fall within the provisions of Man power services will be binding upon the Agency.
- (xii) On receipt of the Demand of new candidates, the agency will have to direct minimum 3 candidates for each post for their interview / walk-in for the particular post after pre-screening them to ensure their suitability with regard to qualification and knowledge about the company.

- (xiii) When the candidate is found selected the details of the candidate including the CVs and copies of educational certificates will be sent to the agency so as to induct his name on the rolls of the agency.
- (xiv) Agency will issue the offer of appointment to the candidate with certain conditions as per the usual practice of the Agency. Once the candidate accepts the offer, the agency will issue appointment letter to the candidate and direct / depute him/her to work with this organization.
- (xv) The candidates so engaged will be purely on outsourced basis and they will be on the roll of the concerned agency. They will have no right over the RailTel and they cannot be inducted on the rolls of RailTel.
- (xvi) The verification of authenticity/genuineness of essential qualification certificates will be sole responsibility of the agency.
- (xvii) Newly hired candidates' Background verification including Police verification will be done by the Agency within one month of hiring and the cost will be borne by the Agency.
- (xviii) The period of hiring of new manpower will be initially for one year period from the date the candidate is deputed to RailTel and reported to this organization or till further orders whichever is earlier.
- (xix) The remuneration / salary payable to such outsource employees is decided by the Corporate Office of RailTel from time to time which will be advised to the agency. The concerned agency will pay the salary as advised by RailTel office. Salaries are to be disbursed strictly as per the salary structure and attendance of the employees and no addition / deletion to be made to this salary structure. Each of the outsource employee should be provided with pay slip every month.
- (xx) Attendance of the employees will be sent to the concerned agency by 22nd day of every month and the agency will release salary to these outsource employees on the last working day of the month. Agency will have to arrange salaries to their deputed employees through ECS / RTGS directly to their respective bank accounts. Outsource Agency will provide the Attendance Format with name and address of Agency printed on it, for use as Attendance sheet by the deputed outsource employees. Similarly, format of leave applications may also be provided mentioning the name and address of the agency. **Any instructions in connection with outsource employees sent by RailTel to the Agency should be complied with without delay.**
- (xxi) Agency should take out and keep live **Medical Insurance Policy of Rs.50000/- 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.
- (xxii) The Agency should take out and keep live **Accident cum Death Insurance Policy of Rs.100000/- 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.

- (xxiii) After disbursement of salaries the agency will send the State wise GST Invoice to RailTel together with the pay details of staff including the Service charge of the Agency etc. along with the salary sheet, **PF Challan** and **ESI contribution Challan** of the **previous month** for release of payment and keeping the records in this office.
- (xxiv) 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.
- (xxv) TDS will be recovered from the Invoice of the Agency as admissible OR based on the certificate provided by the Agency for low TDS deduction. TDS certificate will be issued as per Income tax rules.
- (xxvi) RailTel will not issue any experience certificate / service certificate to the employees on leaving the job. Agency will issue such letters but only after obtaining NOC from RailTel.
- (xxvii) RailTel will not undertake any responsibility towards any kind of loans availed / sanctioned to the outsource employees so deputed.
- (xxviii) Compliance of Labour Laws / Workmen's Compensation Act, EPF, ESIC and any such type of statutory provisions applied to such services would be the responsibility of the Agency. Agency shall provide a certificate of compliance thereof to the RailTel every month along with Salary Invoice.
- (xxix) **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 re-imbursement by RailTel.
- (xxx) 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.
- (xxxi) **Working Hours:** The maximum working hours for outsource staff will be 48 hours in a week and 8 hours a day. For the administrative offices, the working hours will be from 9.30 hrs. to 18 hrs. with ½ hr. lunch break and in other units where the shift duties are performed the working hours are 48 hours in a week and 8 hours in a day. In case of Field Duty & Maintenance Work, one has to attend the duty/failures at odd Hours also.

- (xxxii) **Holidays:** The RailTel office will remain closed on 3 National Holidays and on other Public Holiday as notified every year. Employees working on National Holidays will be paid @ Rs. 280/- per holiday as compensation. However, for working on Sundays and other Public Holidays they will be allowed compensatory rest (CR) which should be availed within one month.
- (xxxiii) **Leave:** The outsourced employees will be entitled for 1 day **Casual leave** for each completed month of service. However, the period of leave should not exceed 4 working days at a time except in case of marriage or on medical ground. All the outsourced employees shall be eligible for **Medical Leave** (with full pay) for 6 days in a year, against authorized and permitted sick period supported by medical certificate / prescriptions.
- (xxxiv) All category of employees working on outsource basis are entitled for bus fare only as local conveyance for official duties. For outstation duties they will be allowed **DA of Rs.265/- per day**. Conveyance will be paid for performing Field duty (**Mileage allowance**)@ **Rs.6 per Km**. Train fare entitlement for Field engineers, PAs, Office Executives is **AC-III-Tier** on duty. Hotel stay charges payable as applicable to different class of cities as laid down by CO/RailTel from time to time (**present slab for X, Y and Z class cities is Rs.1200, Rs.1000 and Rs.800 respectively** and on self-arrangement stay - 20% of present slab).
- (xxxv) 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.
- (xxxvi) 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.
- (xxxvii) The contributions towards the PF/ESI including the employer's contributions shall be remitted to the concerned office on monthly basis by the Agency. It will be responsibility of the Agency to facilitate the generation of UAN No. of new employees or transfer of PF of existing UAN No. holder. ESI cards to the employees shall be issued on priority basis. If an employee leaves the job for any reason, it will be the responsibility of the Agency to arrange for the withdrawal / transfer of PF amount of the concerned employee.
- (xxxviii) The existing outsourced employees, who have been deputed to work in RailTel by the outgoing Agencies, will be transferred to the newly empanelled Agencies once the LOA is issued. New Agencies should also ensure that the PF / ESI subscriptions of such existing employees already recovered by earlier Agencies, are properly transferred and maintained.
- (xxxix) Agency will have to submit a compliance certificate along with every monthly Invoice stating that – "All terms and conditions mentioned in the LOA have since been complied with i.e. issue of ESIC / Identity Card / remittance of PF subscription for the previous month in respect of all employees on our roll who have been deputed to RailTel Corporation during the month of _____. PF and ESIC Challans of previous month are attached and outstanding amount on account of salary/arrears/TA/DA/Bonus have been paid to the outsourced staff."

SECTION – 4

2.0 GENERAL INSTRUCTIONS/ Terms & Conditions:

2.1 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 templates.

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

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

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

2.5 Conditional offers/offers which are not in conformity to the prescribed document will be summarily rejected.

2.6 The engaged Agency will comply with Back ground verification including police verification of the persons deployed by them in RailTel. The charges if any, will be borne by the agency.

2.7 All the outsourced employees on roll of agency should be covered under Medical Policy and Accident cum Death Policy as per Scope of Work.

2.8 The bidder should be engaged in providing manpower services in **Northern Region, New Delhi** of RailTel Corporation of India Ltd and its territories (Delhi, NCR, Jaipur, Chandigarh, Lucknow, and Prayagraj) and the states/ UT covered under the territories viz Delhi, Uttar Pradesh, Haryana, Punjab, Bihar, Rajasthan, Uttarakhand, Himachal Pradesh, Jammu and Kashmir, Chandigarh, Gujarat & Madhya Pradesh etc.

3.0 VOLUME OF WORK

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

Posts	Number of staff (Tentative)	Posts	Number of staff (Tentative)
Receptionist	1	Electrician	7
Personal Assistant	7	Chartered Accountant	1

Consultant Engineer (Graduate Engineer/ Diploma Engineer)	178	Pantry man	5
Office Assistant	6	Helper/Labour/Patroller	116
Peon/Attendants	12	HR Consultant	1
Asstt Splicer/Splicer	26	Account Assistant	5
Technician/ Supervisor	2	Project staff (HSWAN/ HMIS DLI/ HVPNL/ E- Marketing Executive Office J&K/ HMIS LKO/ HMIS RDSO)	93+28+17+1+1+6 +20=166
Marketing Executive	13	Technical Consultant	3

Current Posts = 549

Anticipated Additional Manpower Required= 72

Total Posts= 621

3.2 The above quantity of manpower is as-on-date position and may vary at the time of award or during the contract period. The number of posts can be increased or decreased at any point of time during the contract period.

3.3 The contract agreement with the bidder for delivery of the services through deployed resources shall be for **Two years** which may be further extended on yearly basis for two more years, if mutually agreed to. The extension of contract period is not a right of the Agency and is dependent on performance and compliance of terms and conditions.

3.4 The emoluments to be paid to deployed resources by the service provider are fixed by RailTel itself. The emoluments so fixed are always kept above the Minimum wages prescribed by Ministry of Labour and employment, O/O Chief Labour Commissioner.

3.5 The engaged Agency should provide medical insurance of Rs.50,000/- to each employee as per Para 20 of Section – 3. Agency should also provide Accident cum Death insurance of Rs.1,00,000/- to each employee deployed as per Para 21 of Section – 3. The cost of both the above two insurance policies should be borne by the empaneled agency.

3.6 However, the empaneled agency should cover all deployed resourced by **taking Pradhan Mantri Jan Suraksha Yojana.**

3.7 **Security Deposit/ Performance Bank Guarantee:** The successful bidder will have to submit an irrevocable **Bank Guarantee (PBG)** of 3% of Contract value towards Security Deposit from any scheduled bank for due fulfilment of contract. However, any modification issued by Government of India will be applicable on the rates of PBG and accordingly the empanelled agency will have to comply by depositing the difference of PBG, if any. The EMD of the successful bidder will be converted into security deposit and the balance amount of security deposit will require to be submitted in the form of DD/RTGS/PBG

This SD amount will be refunded after successful completion of the Contract after adjusting any dues recoverable, if any arising out of non-compliance of any of the statutory provisions of labour law and other laws or any other non-compliance. SD can be submitted by DD also in place of PBG. PBG, if submitted, should be valid for 28 months from the date of LOA and it should be extended in case of extension of contract period. PBG format is attached as **Annexure – IV. (24 Months + 4 Months)**.

Delay in submitting PBG within 30 days from the date of LOA will attract penal interest of 15% per annum for the delayed period. RailTel reserves the right to terminate the contract in case the Agency fails to submit the requisite PBG within 60 days.

Note:

- 1) A Separate Advice of the PBG will invariably be sent by the PBG issuing bank to RailTel's Bank through SFMS and only after this the PBG will become acceptable to RailTel. It is therefore, in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise their particulars to the PBG issuing bank and request them to send advice of PBG through SFMS to the RailTel's Bank.
- 2) In case of submission of Performance Bank Guarantee in form of DD then lien should be created in favour of "RailTel Corporation of India Ltd".
- 3) In case PG value works out to Rs 5 Lac or less, same need to be submitted in form of DD/Banker's cheque.

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

3.8 The successful Bidder shall be required to sign an Agreement as per **Annexure-II** with the representative of RailTel for carrying out the work according to the conditions mentioned in E - Tender documents within 15 days after the receipt of notice from RailTel that such Agreement documents are ready.

4.0 QUALIFICATION CRITERIA FOR BIDDERS

4.1 Pre-Qualification Criteria

4.1.1 The bidders who desire to submit response to this e-tender must have provided services for **at least 4500 man months** in India during last three financial years.

4.1.2 The bidders should have local Office at New Delhi/NCR/Northern Region to ensure satisfactory fulfilment of contractual obligations. The service providers having good track record, manpower capacity and relevant experience are eligible to apply.

4.1.3 The bidder should have valid registration certificates, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, PAN Card, GST Registration certificate, and registration under applicable labour laws and should submit copy of the same.

4.1.4 A copy of latest EPF/ESI return submitted by the service provider should be furnished. Non-fulfilment of EPF/ESI deduction may invite 10% deduction on every Bill.

5.2 Technical Eligibility Criteria:

5.2.1 The bidder should be in this line of business of providing manpower services for at least 3 years from the date of opening the tender. The service provider should produce satisfactory work completion certificate of at least one similar single work (providing manpower services), for a minimum value of 35% of Advertised Value of Work i.e. Rs 18.38 Crore in the last 3 financial years (2019-20, 2020-21 and 2021-22).

5.2.2 The bidder should produce satisfactory work completion certificate / satisfactory working certificate of providing manpower services to any Govt. Organizations / PSUs, or any reputed TELCO or Public listed company with annual turnover of Rs.500 Crore and above in last 3 financial years excluding the current financial year, listed on NSE or BSE, incorporated/registered atleast 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate the relevant copy of work order, bill of quantities, bill wise details of payment received duly verified 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.

5.3 Financial Eligibility Criteria:

5.3.1 The Bidder must have cumulative turnover in the previous three financial years and the current financial year up to the date of inviting tender, at least 150% of the advertised Value of Work i.e. Rs 78.75 Crore during the last 3 financial years (2019-20, 2020-21 and 2021-22). The Bidder shall submit Certificate to this effect which may be an attested certificate from the concerned department/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

5.3.2 The Bidder should provide the details of the Organizations/Firms to which they have supplied manpower in the last 3 financial years (2019-20, 2020-21 and 2021-22) and current financial year up to the date of inviting tender, in the format as per **Annexure IX**.

5.4 **Acceptance of Terms:** The Bidder should unconditionally accept the terms and conditions contained in this tender.

5.5 **Rejection:** If the Bidder deliberately gives wrong information in his/her Tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, the EMD deposited shall be forfeited in respective tenders he has quoted and he will be barred from quoting in RailTel tenders for a period of 5 years.

5.6 Verification of Credentials:

5.6.1 Bidder should give their 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.

- 5.6.2 The bidder shall submit documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the 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 service provider as “documents supporting the claim of qualifying the laid down eligibility criteria” will be considered for evaluating his/their tender.
- 5.6.3 The bidder shall submit a notarized affidavit on a non-judicial stamp paper of Rs.100 stating that they are not liable to the disqualified and all their statements/documents submitted 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 summarily rejection of his/their Bid. And it shall be mandatorily incumbent upon the bidder to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of bidder as far as his qualification for the tender is concerned.
- 5.6.4 The RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in his tender offer, and the Bidder shall, when so required by the RailTel, make available all such information, evidence and documents and may be necessary for such verification. Any such verification or lack of such verification, by the RailTel not relieves the Bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.
- 5.6.7 In case of any wrong information submitted by the bidder, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

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

5.7.1 For NSIC registered firm and micro and small enterprises (MSEs) who are having valid Udyog Adhar Memorandum and for small scale units and micro units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available:-

- (i). They shall be exempted from cost of tender documents.
- (ii). They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with NSIC/MSEs for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit

along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

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

6.0 EARNEST MONEY DEPOSIT (EMD)

6.1 The bidder shall submit the bid along with Earnest Money of Rs.50,00,000/- and the payment should be made online through e-tendering portal. The EMD amount of successful offer shall be retained as SD which will be released after successful completion of Work. **MSEs/NSICs Firms are exempted from submitting EMD.** The EMD of unsuccessful participants will be refunded without interest within a period of 60 days of opening of proposal.

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

- a) In the event of withdrawal of the 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 Term and Conditions and another requirement as specified in TENDER; Or
- c) Any act of bidder, which is not in line with contract obligations.

7.0 EVALUATION CRITERIA& SERVICE CHARGE

7.1 **Evaluation Criteria:** Engagement will be based on aggregate of marks assigned to the agency with reference to evaluation criteria parameters as indicated in **Annexure-1** of this Tender document. The eligibility of each prospective bidder shall be determined by examining each bidder eligibility technical requirement against evaluation criteria and the bidder with 85 marks and above in Technical qualification shall be determined as eligible/qualified bidder. The Financial bid will be opened for those bidders who qualify the Technical bid and the bidder with lowest financial bid will be awarded the contract. In case of equal rates are received from more than one bidder, snap bid process will be followed.

7.2 **Service Charges:** The Service Charges payable to the successful bidder for providing manpower and related services as per the Scope of Work of this Tender will not be more than **5% (including all charges but excluding GST) of the remunerations** payable to the each personnel deployed, every month. The service charges quoted more than 5% will be summarily rejected.

8.0 AWARD OF CONTACT

8.1 The contract shall be awarded to the successful 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.

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

8.3 The selected bidder is expected to commence the assignment on the date work order to be issued by RailTel as per its requirement & on the terms & conditions specified.

9.0 FORCE MAJEURE

9.1 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.

9.2 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.

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

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

9.4 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.

9.5 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.

10.0 INDEMNITY

10.1 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.

10.2 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.

11.0 OTHER TERMS & CONDITIONS

11.1 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.

11.2 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.

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

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

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

11.6 RailTel reserves the right to modify, expand, restrict, scrap and refloat the e-tender without assigning any reasons.

11.7 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 time frame.

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

11.9 The remuneration payable to all outsourced staff deployed by service providers will be decided by RailTel Corporation and bidder 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 bidder strictly as per the directives of RailTel Corporation. The allowance/arrear if any may be of past period has to be disbursed by bidder as directive by RailTel. The PF/ESI contributions in respect of both employee and Employer's contributions also will be decided by RailTel Corporation.

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

12.1 Commencement of Services

This Contract shall come into effect from the date of issuance of letter of acceptance (LOA) by RailTel. The selected bidder is expected to commence the assignment within 15 days from the date of issue of LOA by RailTel. If the Bidder fails to commence the assignment within the specified schedule as per LOA, the contract shall be liable to be terminated.

12.2 Expiration of Contract

Unless terminated earlier, the contract shall expire at the end of such time period after the effective date as specified in Para 3.3 above.

12.3 Modification

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

12.4 Subletting

The bidder shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Service provider contravening this condition, RailTel shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the service provider. In such case the security deposit of the selected service provider, will be forfeited.

13.0 TERMINATION

1) By Corporation (RailTel)

RailTel may terminate the contract, by giving 7 (seven) days written notice of termination to the bidder, to be given after the occurrence of any of the events specified below in clauses (a) to (c), (e) to (f), and thirty (30) days in the case of the event referred to in clause (d).

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

In the event of termination on unsatisfactory service or in violation of any of the terms & conditions of contract, EMD (Earnest Money Deposit) & PBG/Security Deposit **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 service provider.

(2) By Bidder

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

14.0 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.

15.0 OBLIGATIONS OF THE SERVICE PROVIDER

15.1 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.

15.2 Statutory Compliances & Labour Laws

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

15.3 Mandatory Aadhar Card Holder for employment & Payment through Aadhar Payment Bridge

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

15.4 Special Conditions of contract for mandatory updation of labour data on Railway's Shramik kalyan portal by contractor.

15.4.1 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.

15.4.2 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.

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

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) After approval of LOA by P&A department of RailTel, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan portal on monthly basis.

d) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

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

16.0 THE BIDDER NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, RECRUITMENT FEE ETC.

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

16.2 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.

16.3 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.

16.4 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.

16.5 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.

17.0 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.

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

Documents prepared by the service provider and their deployed personnel are to be the property of the RailTel. All plans, charts, specifications, designs, reports, and other documents and software submitted by the bidder shall become and remain the property of RailTel, and the bidder shall, not later than upon 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.

19.0 REMOVAL AND/OR SUBSTITUTION OF DEPLOYED PERSONNEL

19.1 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) The integrity being doubtful, or 3) Frequent Absentees, or 4) Engaged in political activities, or 5) 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 immediately.

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

20.0 LIABILITY FOR DEPLOYED PERSONNEL

20.1 All persons deployed, in ensuring services with RailTel, by the empanelled agency, 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 empanelled agency. Agency shall indemnify RailTel against all claims whatsoever arising in respect of the said personnel under any statute/law in force. The service providers shall also engage the existing staff already working in RailTel on the payroll of the firm.

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

21.0 OBLIGATIONS OF THE CORPORATION

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

22.0 PAYMENTS TO THE EMPANELLED BIDDER

22.1 The consideration will be paid by RailTel to the agency against monthly invoices raised on completion of each month for the services provided, by the agency 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 agency by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

The tax invoice will be supported by the following documents:

1. Tax invoice/e-invoice.
2. Salary sheet for the month with details of allowances & recoveries,
3. EPF challans,
4. ESI challans,
5. Bank Statement as proof of payment to employees,
6. Certificate pertaining regarding compliance of Shramikkalyan portal as per clause 15.4,
7. Any other Labour Law Compliance as applicable along with supporting documents.
8. Declaration of Police verification in respect of outsourced staff deployed by the agency in RailTel/NR.
9. Any other documents, if required.

22.2 Bill passing authority will be DGM/P&A/NR and bill paying authority will be JGM/Fin/NR.

22.2 GST related clauses

22.2.1 Empanelled Agency 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.

22.2.2 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.

22.2.3 If the Agency fails to comply with any of the above or any other provision under GST Act, the Agency shall pay to RailTel any interest, penalty, expense etc incurred by RailTel due to non-compliance of provisions as applicable under the GST Act by the Agency.

22.2.4 In case of incorrect reporting of the supply made by the Agency in the relevant return, leading to disallowance of input credit to RailTel, the Agency shall be liable to pay applicable interest under the GST Act to the credit of RailTel. The same provisions shall be applicable in case of debit/credit notes.

22.2.5 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.

22.2.6 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.

22.2.7 In case if imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender of tender including extensions if any and the Bidder there upon necessarily and properly pays such taxes/levies/cess, the Bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of the Bidder. The Bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of Bidder and make payment to State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, Bidder has to pass on the benefits to RailTel.

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

23.0 INTEGRITY PACT PROGRAM

Bringing the practices in RailTel Corporation of India Limited up to the internationally acclaimed best practices for raising integrity levels in procurement of works and services, RailTel is implementing the Integrity Pact Program in line with the recommendation of Central Vigilance Commission (CVC). The Integrity Pact Program envisages an 'Integrity Pact', an agreement between the prospective Bidders & Contractors and RailTel, committing the persons/officials of both parties, not to exercise any influence on any aspect of the contract.

Coverage:

The Integrity Pact Program will cover the following tenders/procurements: All tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipment and its installations 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 crore at a time

including for repair and maintenance of cable /network and any other items required for special works assigned to RailTel.

Implementation:

The accompanying 'Integrity Pact' will be issued along with the bidding documents and will also be uploaded on the website.

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. Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, 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.

The 'Integrity Pact' shall be returned by the Bidder duly signed along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'.

On behalf of RailTel, the Integrity pact will be signed by the concerned representative of the Projects department in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid opening. One copy of the Integrity Pact shall be retained by RailTel and the 2 nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

The bidder shall not change the contents of the Integrity pact.

All the pages of the Integrity Pact are to be signed by both RailTel and the Bidder.

Independent External Monitors (IEMs):

1. CMD of RailTel is the authority to appoint Independent External Monitor(s) to oversee Integrity Pact Program's implementation and effectiveness with respect to the tenders/procurements to which Integrity Pact Program applies. For this purpose,CVC would nominate IEMs for RailTel from the panel of IEMs maintained by it. The Terms and Conditions of their appointment would be decided by CMD, RailTel in line with CVC guidelines in the matter.

2. In all tenders covered under the Integrity Pact, particulars of all IEMs, including their email IDs should be mentioned.

3. A copy of such Tender Document shall be forwarded to both IEM's promptly after publishing of the same, Information regarding the contracts awarded against the said Tender shall be provided to the concerned IEM at regular intervals as decided in consultation with CVO. Additional details/documents, if any, shall be furnished to the concerned IEM/IEMs, as and when sought by them.

4. IEM/IEMs shall provide their opinion on the complaints received by them to CMD, RaiTel at the earliest. . They may however send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action.

The names of IEMs and contact details are as under :

- 1) Shri. Vinit Kumar Jayaswal, email-gkvinit@gmail.com
- 2) Shri. Punati Shridhar, email-poonatis@gmail.com .

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

24.0 CORRUPT OR FRAUDULENT PRACTICES

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

24.1.1 “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;

24.1.2 “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.

24.1.3 “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of contract.

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

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

25.0 SCOPE OF SERVICE

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

26.0 ARBITRATION

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event of Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in English language and the venue of the arbitration shall be **New Delhi**. The arbitration shall be as per Arbitration and Conciliation Act, 1996.

26.1 Settlement of Disputes & 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 New Delhi.

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

The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be by the Chairman & Managing Director of RailTel Corporation of India Limited. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman & Managing Director/ RailTel shall furnish a panel of three names to the contractor, out of which contractor will recommend one name to be his nominee and then Chairman & Managing Director /RailTel shall appoint out of the panel one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding arbitrator. The award of the Sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel.

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

27.0 JURISDICTION

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

**Executive Director
RailTel Corporation of India Ltd
Northern Region, Delhi**

SECTION –5

FORMAT FOR SUBMITTING TENDER & DECLARATION BY THE BIDDER

(to be submitted on letter head of the Firm under signature of the authorized signatory, along with documentary evidence)

Sr. No.	Particulars of the Bidder	Remarks of the Bidder
1.	Name of the Company/ Firm/Agency.	
2.	Status: Partnership Firm / Limited Liability Partnership/ Private Limited Company/ Public Limited Company/ Joint Venture /Any other.	
3.	Address along with telephone number and Fax/ email Id. (Tel. no., Fax no. Email address for communication).	
4.	Details of incorporation under Companies Act (Attach Memorandum &Article of Association, Certificate of incorporation).	
5.	Organization structure with location details in India and manpower details.	
6.	Bidder's Bank Account details for the refund of bid security (if submitted in the form of DD/BC) by RTGS/NEFT.	
7.	GST Registration No. (Please attach the relevant GST registration certificate).	
8.	PAN No. (attach copy)	
9.	Number of HR experts on the permanent rolls of the Tenderer.	
10.	Executive Summary about the Agency / Organisation	
11.	Copies of the registration certificates, registration with the Regional Labour Commissioner, EPF registration, ESI registration, PAN Card, GST Registration certificate and registration under applicable Labour Laws.	
12.	Documentary roof of NSCI / MSE (if any)	
13.	Regular updation of all data on Shramik Kalyan Portal (attach documentary evidence).	
14.	Affidavit attested by Notary on non-judicial stamp paper of value Rs.100, failing which BID shall be summarily rejected.	
15.	Undertaking for not furnishing any misleading and or false information	
16.	Undertaking for not being engaged in any corrupt and fraudulent practice.	
17.	Undertaking for financial stability	
18.	Undertaking for Nil legal suit /criminal case pending	
19.	Annual Turnover of last 3 financial years (2019-20, 2020-21 and 2021-22) in respect of providing manpower services	
20.	Work Experience	
21.	Satisfactory Performance Certificate from the Clients	
22.	Integrity Pact as per Annexure-XII	
23.	Digitally signed copy of tender document by authorized signatory	
24.	No Deviation certificate as per Annexure- X	

DECLARATION FOR ACCEPTANCE OF TERMS AND CONDITIONS

TO BE SUBMITTED BY THE BIDDER

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

I/we, M/s.....do further declare that the Service Charges @..... of the remunerations payable to each outsource employee every month, as per the terms at **Para 7.2** of this Tender document, is accepted to me/us. In this connection, it is also declared that conditions as laid down in **Para 7.3** of this Tender documents is also accepted to me / us.

The Cost of the Group Personal Accident policy cover of Rs.10,00,000/- to all manpower personnel deployed shall be borne by me/us M/s

The Cost of Medical Policy for each manpower personnel deployed for Rs.100,000/- shall be borne by me/us M/s

Other terms and conditions as indicated in this Tender document, including Volume of Work in Para 4 of Section 4 and Payment of Gratuity in Para 28 of Section 3, are also accepted by me/us M/s

(Signature of Authorized signatory with Seal & Date)

Annexure – I

Engagement of agencies for providing manpower services

Evaluation Criteria

S.No.	Parameter	Documents Required	Marks
1	Turnover of the Company from providing manpower services during the last 3 Financial Years (2019-20, 2020-21 and 2021-22) and current year before date of opening of tender. (Max. marks 20)		
	More than 150 Crore	Audited Balance Sheet, P&L A/c and CA Certificate	20
	More than 120 Crore and upto Rs. 150 Crore		15
	More than 93 Crore and upto Rs. 120 Crore		10
	Rs 78.75 Crore to 93 Crore		05
2	Value of the similar work (providing manpower service) satisfactorily completed during the last 3 Financial Years (2019-20, 2020-21 and 2021-22) and current year before date of opening of tender. (Max. marks 20)		
	More than 55 Crore	Audited Balance Sheet, P&L A/c and Satisfactory completion Certificate.	20
	More than 45 Crore and upto 55 Crore		15
	More than 35 Crore and upto 45 Crore		10
	Rs 18.38 Crore to 35 Crore		05
3	Services in terms of Man-Months for providing manpower services of atleast 4500 man-months in the last 3 Financial Years (2019-20, 2020-21 and 2021-22) and current year before date of opening of tender. (Max. marks 25)		
	More than 7499 man-months	Certificates from organisations presently being served, stating no. of manpower provided and for the duration, in each in last 3 years	25
	6500 to 7499 man-months		20
	5500 to 6499 man-months		15
	4500 to 5499 man-months		10

S.No.	Parameter	Documents required	Marks
Area where manpower services are being provided now(Max. marks 20)			
4	Northern Region – Delhi/NCR and in 4 states out of below: Rajasthan, Uttar Pradesh, Punjab, Haryana, Uttarakhand, HP	Certificate from the Client alongwith the name of the contact person and his contact phone number.	20
	Delhi/NCR and in 3 states out of below: Rajasthan, Uttar Pradesh, Punjab, Haryana, Uttarakhand, HP		15
	Delhi/NCR and in 2 states out of below: Rajasthan, Uttar Pradesh, Punjab, Haryana, Uttarakhand, HP		10
	Any State/ UT		05
5	Having web-based Payroll System for deployed manpower with ESS, Client Access System and Mobile App (Max. marks 15)		
	ESS with Client Access System (i). Engagement Process, (ii). Leave Management (iii) OT/TA/DA/Conveyance charges, (iv). Attendance and (v). Payroll Services Online) (3 marks each)	Screen-shots to be submitted along with the bid. Presentation of the same may be held for verification.	15

AGREEMENT

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1 SCOPE OF AGREEMENT

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

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

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

2 OBLIGATIONS OF THE AGENCY

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

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

3 OBLIGATIONS OF RAILTEL

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

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

- a) The engagement if temporary is purely temporary and on Contract basis.
- b) The offer is based on the Contract between RAILTEL and THE AGENCY for providing services which is only for a specific period, which may however be extended depending 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 Northern Region, from one job to another, one department to another, and one branch to another without any extra remuneration depending on the exigencies of the work.
- d) The temporary engaged shall at all time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of RAILTEL.

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

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

4 FORCE MAJEURE

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

5 INDEMNITY

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

6 OTHER TERMS AND TERMINATIONS

- 6.1 Agreement shall be deemed to have commenced as on and from (Date) and shall be in force for an initial period of Two years from the said date. Any change in the consideration agreed under clause 1.3 above, beyond this period would be by way of mutual consent and in writing only. Thereafter, the parties may extend the Agreement on terms to be mutually agreed upon.
- 6.2 Notwithstanding anything contained herein either party may, without cause, terminate this agreement by giving to the other 30 days written.

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

7 NO AGENCY

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

8 ENTIRE AGREEMENT

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

All other terms & conditions are as per 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 Delhi in connection with any actions or proceedings arising out or in relation to this Agreement.

NOTE: In case of any ambiguity between tender document and agreement, the conditions mentioned in tender document shall prevail.

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

SIGNED AND DELIVERED By

For The AGENCY

The AGENCY aforesaid

Authorised Signatory

SIGNED AND DELIVERED By

For RAILTEL

RAILTEL aforesaid

Authorised Signatory

In the presence of witnesses:

For the AGENCY

1.

2.

For RAILTEL

1.

2.

Annexure- III

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY SERVICE PROVIDER ALONG WITH THE E- 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 Service provider)**

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

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

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

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

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

DEPONENT

SEAL AND SIGNATURE

OF THE SERVICE PROVIDER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE

OF THE SERVICE PROVIDER

Place:

Dated:

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

Proforma for Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: 6th Floor, Block III, Delhi IT Park, Shastri Park, New Delhi-110053

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as " the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)**do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

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

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

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

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

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

Dated the day of 2022

for

(Indicate the name of the Bank)

Witness

1. Signature
 Name

2. Signature
 Name

OFFER LETTER ANNEXURE- V

From:

M/s._____

To,

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

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

Ref: e-tender No. Dated:

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

I/We agree that this e-tender shall not be restricted or withdrawn and shall remain open for acceptance for and during the period of 60 days from the date of opening of the e-tender.

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

Earnest money deposit @ Rs 50,00,000/- for e-tender drawn in favour of RailTel Corporation of India Ltd., payable at New Delhi is enclosed.

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

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

I/We do not commence work within 15 days from the date of issue of letter of acceptance.

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

Yours Sincerely,

Signature of the Service Provider

Seal of the Service Provider

Place: -

Date: -

Witnessed by: -

1. Signature:

Name:

Address:

2. Signature: -

Name: -

Address:

Annexure-VI

ANNUAL TURNOVER OF THE COMPANY Last 3 Financial Years

Name _____ of _____ Company/Firm/Agency.

S.N.	Description	Financial Data(in INR)		
		Year 2019-20	Year 2020-21	Year 2021-22
i.	Annual turnover from Manpower Outsourcing			
ii.	Gross Annual Turnover			
iii.	Profit After Tax SPAT			
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 EXPERIENCE**

(On Company's Letter Head)

(For work undertaken in Govt. Organization /CPSE/Railway/Metro/ Public listed company during the Financial years 2019-20, 2020-21, 2021-22 and current year.

Sr. No.	Name of Client	Contract No.	Date of Award	ContractStatus		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

The average number of manpower supplied by M/sduring the last three FY :

Financial Year	Number of Manpower on an average in a year
2019-20	
2020-21	
2021-22	

The performance of M/sduring 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 – IX

Past Work Details

Details of the organization/firms to which Tenderer has Supplied manpower in last threeFY i.e.2019-20, 2020-21 and 2021-22

SN.	Financial Year	Name of the organization	Contract No. & date	Value of the contract	Period of the contract	No. of Manpower Resources	Man-Months supplied	Contact person of that organization with Tele No.& mail ID.

Statement of Deviations

The Following are the particulars of 'Deviations from requirement' of the Tenderer :

Clause	Deviation	Remark (including justification).

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

Annexure –XI**CHECK LIST**

Kindly summarize the following items of the bid submitted, along with their page numbers, for quick reference:

Sr. No.	Have you submitted the following documents?	Submitted/Complied / Not Complied with page Number
1.	Cost of Tender document Rs. /-	
2.	Power of Attorney.	
3.	Earnest Money amounting Rs.	
4.	In case Bidder happens to be an MSE bidder, the documentary evidence for the same shall be submitted online.	
5.	Bidders Bank Account details for refund of EMD (i.e. Bid security if submitted in the form of DD) by RTGS/NEFT.	
6.	Details of contact person (Tel.no. / email ids)	
7.	Affidavit (Annexure-III)	
8.	Offer Letter (Annexure-V)	
9.	Annual Turnover of the company (Annexure VI)	
10.	Work Experience (Annexure VII)	
11.	Details of Past Work done i.e. Organization / Firms to which Tenderer has supplied manpower (Annexure IX)	
12.	Indemnity Bond as required in Para 10	

13.	Integrity Pact (Annexure XII)	
14.	Digitally signed copy of tender document	
15.	No Deviation certificate as per Annexure- X	

Check List continued next page..

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

SN	Clause	Supporting documents	Details/Remarks	Page no of the Bid
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.

PERFORMA FOR SIGNING THE INTEGRITY PACT

(On stamp paper of Rs.100/-)

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 forThe 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 & **exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988)** or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and **any other Financial Rules/Guidelines applicable to the Principal**. 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 signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. 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 BIDDER 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 its 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)

*****End of document*****