



**RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023
P:011-22900600, F: 011-22900699**

**RailTel CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)**

**Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023**

ELECTRONIC TENDER DOCUMENT

**FOR
Engagement of Manpower Agency for providing Support Staff at RailTel Corporate Office,
East Kidwai Nagar/New Delhi and its various Offices in Delhi/NCR**

खुली-E-निविदान: RCIL/2023/P&A/15/2 dated 08.09.2023.

OPEN E- TENDER NO: RCIL/2023/P&A/15/2 dated 08.09.2023.

Due date for opening: 25.09.2023

RailTel Corporation of India Limited
(A Govt of India Enterprise)
Corporate Office: Plate-A, 6th Floor, Office Tower-2, NBCC
Building, East Kidwai Nagar, New Delhi-110023.

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SECTION-1

NOTICE INVITING E-TENDER

RailTel Corporation of India Limited (RCIL), Corporate office, East Kidwai Nagar/New Delhi, invites E-Tenders in “**Single packet system**”, from Manpower Agencies in the domain of service given in the ‘**scope of work**’

BID SCHEDULE: -

e-Tender notice no.	RCIL/2023/P&A/15/2 dated 08.09.2023
Availability of tender:	On portal <i>https://railtel.enivida.com.</i>
Scope of Work:	Engagement of Manpower Agency for providing Support Staff at RailTel Corporate office, East Kidwai Nagar/New Delhi and its various offices in Delhi/NCR.
Opening date of tender downloading:	Date: 25.09.2023
Submission date of Bid:	Date: 25.09.2023 Time: 15:00 hrs.
Opening of e-bid:	Date: 25.09.2023 Time: 15:30 hrs. Venue: RailTel corporation of India Ltd Plate-A, 6 th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023.
Estimated Value:	Rs. 11.26 crore
Earnest money (EMD):	Rs. 22.52 lakhs.
Duration of Contract:	Two years extendable for a period of 12 months + 12 months based on satisfactory performance and mutual agreement between RailTel and Manpower Agency.
Validity of offer:	90 days from the date of opening of e-Tender.
Cost of tender document:	Rs. 2950/- (all inclusive) – non-refundable #
e-Tendering portal for submission of bids	https://railtel.enivida.com

Eligible MSEs/NSIC are exempted from cost of tender documents and EMD only. No other exemption will be given. More details are given in clause no. 5.11 of tender document.

Note:

1. Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from www.railtelindia.com or from the RailTel e-tendering portal

<https://railtel.enivida.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from 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.

2. EMD and Tender cost as stipulated is payable through RailTel's e-Tendering portal <https://railtel.enivida.com>. In case of any issue in deposit through this site, it may 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:

Account number	340601010050446
IFSC Code	UBIN0534064
Bank & Branch Name	Union Bank of India, Yusuf Sarai Branch, New Delhi.
Account Holder Name	RailTel Corporation of India Ltd.

Bids without EMD and cost of tender document will be summarily rejected.

3. 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 conduct or outcome.
4. Bidder 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.

**General Manager/P&A
RailTel/Corporate office.**

**RailTel Corporation of India Limited
(A Govt of India Enterprise)
Corporate Office: Plate-A, 6th Floor, Office Block,
Tower-2, NBCC Building, East Kidwai Nagar, New
Delhi-110023.**

**Sub: Empanelment of Manpower Agency for providing
various services / jobs.**

RailTel Corporation of India Limited(RCIL), a Mini Ratna, fast growing Central PSU under Ministry of Railways, invites **E- Tender** for empanelling reputed and experienced Manpower Agency in the domain of services given in the 'scope of the work' under their own supervision, **at Corporate office, RailTel Corporation of India Ltd. at Plate-A, 6th Floor, Office Block Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 and its various offices at Delhi/NCR.**

General Instructions / terms and conditions of Tender for providing manpower services to the Corporate office of RailTel Corporation are enclosed. Tender Notice and Tender Document are available on RailTel's website and can be downloaded from **www.railtelindia.com** or from the e-Tendering portal **<https://railtel.enivida.com>** and a fee of Rs. 2950/- (Two Thousand Nine Hundred and Fifty only) towards the cost of tender document and an Earnest Money Deposit (EMD) of Rs.**22.52** lakhs (Rupees Twenty Two Lakhs and Fifty-Two Thousand 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 mentioned 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 submission of bid is 25.09.2023 at 15:00 hrs. and opening date of e-bid is 25.09.2023 at 15:30hrs. In case 25.09.2023 is declared holiday, the e-tender will be opened on the next working day at 15.30 hours. Venue **Plate-A, 6th Floor, Office Block Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023**. RailTel Corporation reserves the right to reject any or all the Tender proposals without assigning any reason(s) therefore.

General Manager/P&A

RailTel/Corporate office.

SECTION-2

E-Tendering Instructions to Bidders.

General Instructions for Online Bid Submission:

1. Following are the instructions 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, preparing bids in accordance with the requirements and submitting their bid online on the e-tendering portal.

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

2. REGISTRATION:

i) Bidders are required to 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.

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

iii) 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.

iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g Sify/TCS/ nCode / eMudhra etc.), with their profile.

v) 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 DSCs to others which may lead to misuse.

vi) 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.

vii) **The scanned copies of all original documents should be uploaded in PDF format on portal <https://railtel.enivida.com>.**

viii) **After completion of registration, the bidder needs to send acknowledgement copy to the help desk mail id ewizardhelpdesk@gmail.com for activation of account.**

3. SEARCHING FOR TENDER DOCUMENTS:

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

ii) Once the bidders have selected the tender, they can pay the processing fee **Rs. 8,850/-** (including GST) (non-refundable) by net-banking /Debit/Credit card. After that respective Agency/Vendor may download the required documents/tender schedules, bid documents etc. and move to the respective “requested” Tab. This would enable the e-tender portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. PREPARATION OF BIDS:

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

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

iii) Bidder, in advance, should get ready the bid documents, in PDF format, to be submitted as indicated in the tender document/schedule. Bid Original documents may be scanned with 100 dpi with colored option which helps in reducing size of the scanned document.

iv) 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.

v) These documents can 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.

5. SUBMISSION OF BIDS:

i) Bidder 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.

ii) 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.

iii) Bidder has to select the payment option as “Online Payment” to pay the tender fee/EMD as applicable and enter details of the instrument. In case of any issue in online payment the amount may be remitted to RailTel Account as mentioned in NIT (Section-1).

iv) 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.

v) The person signing the proposal or any documents forming part of the proposal on behalf of another or on behalf of a firm shall be responsible to produce a power of attorney duly executed in his favor, stating that he has the authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the proposal fails to produce the said power of attorney, his proposal shall be liable to summarily rejected without prejudice to any other right of RailTel under the law.

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

vii) The server time (which is displayed on the bidder's 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.

viii) 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.

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

x) Upon 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 and a "Tender Summary" with date and time of submission of the bid and all other relevant details will be displayed.

xi) **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.**

6. ASSISTANCE TO BIDDERS:

i) Any query 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.

ii) Any query 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.

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

i. Helpdesk landline no.: 011-49606060.

ii. Mr Amrendra (8448288980).

iii. Mr Birendra Kumar (8448288988).

RailTel Contact-I (for general Information).

Ms. Rashmi Singh, Sr. Manager/HR
Tel.: 011-22900600, Mobile: 9717644481.
Email : rashmi.singh@railtelindia.com

RailTel Contact-II (for general information).

Mr Manik Sinha/General Manager(P&A).
Tel.: 011-22900600, Mobile: 9810694808.
Email id: maniksinha@railtelindia.com.

7. BID RELATED INFORMATION FOR THIS TENDER:

The entire bid-submission would be online on RailTel e-Nivida Portal.

Broad outline of submissions are as follows:

- i) Submission of Bid Security / Earnest Money Deposit (EMD).
- ii) Submission of digitally signed copy of Tender documents/Addenda.
- iii) Single Packet.
- iv) Online response to terms and conditions of tender.
- v) (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal of bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of RailTel E-Nivida Portal.

8. ONLINE SUBMISSIONS:

The bidder is required to submit all the relevant documents online only along 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 favor 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.

9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:

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

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction at Tenderee's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to

the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS

RailTel Tenders are published on www.railtelindia.com and on RAILTEL E-NIVIDA Portal <https://railtel.enivida.com/>.

NOTE: For online bid submission, the bidder will have to necessarily download an official online copy of the tender documents from RAILTEL E-NIVIDA portal, and this should be done well before the deadline for bid-submission.

11. SUBMISSION OF OFFERS AND FILING OF TENDER:

The e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com> . For detailed instructions, please refer to RAILTEL E-NIVIDA Portal.

12. 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.

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SECTION-3

Sub: Empanelment of Manpower Agency for providing support staff at RailTel Corporate Office, East Kidwai Nagar/New Delhi and its various offices in Delhi/NCR.

RailTel Corporation of India Limited (RCIL), a Mini Ratna, fast growing Central PSU under Ministry of Railways invites E-Tender for empaneling reputed and experienced Manpower Agency, **for a period of 2 years** in the domain of services given in the 'scope of the work' under their own supervision, at Corporate Office of RailTel Corporation of India Ltd. at Plate-A, **6th Floor, Office Block, Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 and its various offices at Delhi/NCR.**

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 empaneled Manpower Agency:

- a. **Receptionist / Personal Assistant:** Attending visitors at reception, handling calls, Secretarial job, shorthand, typing and outdoor/liaison, all activities pertaining to front desk, attending to fax, issue and dispatch of official dak/letters and other related activities as and when directed.
- b. **Office Assistant/Executive:** File document/Record management and maintenance, Maintenance of stationery and other activities as and when directed.
- c. **Driver:** Detailed job profile is enclosed as **Annexure XI**.
- d. **IT Executive:** IT related jobs, Maintenance of IT hardware, uploading of tenders, policies, circulars on online portals, maintenance of software packages, IT network management at CO, work on ERP etc.
- e. **Fire Executive:** Maintenance & ensuring proper functioning and updating of fire prevention and control emergency systems, control panel maintenance etc.
- f. **Chartered Accountant/MBA(Fin):** Finance management and other activities as and when directed.

- g. **Lift Operator:** Maintenance of lifts, ensuring proper functioning of lifts, lift room, maintenance and all related work etc.
- h. **Care Taker:** - Preparing food for guests and other related arrangements, proper maintenance of rooms and kitchen at the guest house, timely payment of electricity bills/recharging etc.
- i. **Field Engineer:** ITI/Diploma/Graduate Engineer – Maintenance of all electrical fittings, HT/LT Panel, Transformers, HT & LT cabling, all lightings, maintenance of AC system, alternators, UPS and all electrical system of firefighting and other related activities as and when directed. Dealing with technical matters related to Company's business, Tender and other related activities as per requirement.
- j. **Messenger/Peon:** Attending to CMD/Directors and other nominated officers and other indoor/outdoor activities as and when directed.
- k. **Pantry Boys:** Detailed job profile enclosed as **Annexure X**.
- l. **Mali** - for looking after indoor/outdoor plants in RailTel Corporate office/Delhi and Gurgaon.
- m. **Marketing Executive:** Assisting in activity pertaining to business of company.
- n. Any other category of staff as and when introduced by RailTel Corporation, as per the requirement of the company, including fixing their salary packages, qualifications and experiences.

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

2.0 PLACE OF POSTING: Anywhere in Corporate Office/Field in RailTel Corporation of India, at Plate-A, 6th Floor, Office Block, Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 & its associate offices located at DLI/NCR.

SECTION-4.

3.0 GENERAL INSTRUCTIONS / TERMS & CONDITIONS:

3.1 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.

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

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

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

3.5 The empanelled Agency will comply police verification of the persons deployed by them in RailTel.

4.0 VOLUME OF WORK

4.1 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	No. of staff (Tentative)	Posts	No. Of staff (Tentative)
Receptionist / PA	24	Accts. Assistant /CA	5
Field Engineer (ITI / Graduate / Diploma Engineer)	17	Pantryman	7
Office Assistant	20	Messenger / Peon/ Mali / Caretaker	29
Fireman	1	Driver	4

Total Posts: - **107.**

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

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

4.4 The emoluments to be paid to deployed resources by the Bidder are fixed by RailTel itself. The emoluments so fixed are always kept above the Minimum wages prescribed by Ministry of Labour and employment, O/O Chief Labour Commissioner. The present total Annual expenditure, including service charges and tax is estimated to be Rs. 5.63 crore as per the number and category of resources deployed, as mentioned in table above. Accordingly, the value of the contract for two years is Rs. 11.26 crore.

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

However, successful contracting Bidder should cover all deployed resourced by **taking Pradhan Mantri Jan Suraksha Yojana**.

4.6 Security Deposit/Performance Bank Guarantee:

The successful Bidder shall submit 10% of total value of LOA towards security deposit, from any scheduled bank for due fulfilment of contract, in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of Letter of Acceptance (LOA)/Purchase Order (P.O), failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA.

However, RailTel reserves the right to terminate the contract in case the Bidder fails to submit the requisite PBG within 60 days.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract duly adjusting any dues recoverable from the successful Bidder, arising out of non-compliance of any of the statutory provisions of labour law and other laws. The PBG will be valid for a period of 3 months beyond contract period. If contract gets extended, PBG will also be extended accordingly.

Note:

1) A separate advice of the BG will invariably be sent by the BG issuing bank to RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore, in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

2) Any Performance Security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.

3) In case of submission of Performance Security in form of FDR then lien should be created in favour of "RailTel Corporation of India Ltd".

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

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

5.0 PRE-QUALIFICATION CRITERIA FOR BIDDER:

5.1 The Bidder who desire to submit response to this tender must have provided services for **at least 2400-man month** in India during the last three years.

5.2 The Bidder should have a local Office at New Delhi/NCR to ensure satisfactory fulfillment of contractual obligations. The Bidders having good track record, manpower capacity and relevant experience are eligible to apply.

5.3 The Bidder should have valid registration certificates, including registration with the Regional Labor Commissioner, EPF Registration, ESI Registration, PAN Card, GST Registration certificate, and registration under applicable labour laws and should upload copy of the same.

5.4 A copy of latest EPF/ESI return submitted by the Bidder should be furnished, uploaded. Non-fulfillment of EPF/ESI deduction may invite 10% deduction on every Bill.

5.5 Technical/Eligibility Criteria: The Bidder must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

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

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

Three similar works each costing not less than the amount equal to 15% of advertised value of the tender, or

Two similar works each costing not less than the amount equal to 20% of advertised value of the tender, or

One similar work each costing not less than the amount equal to 35% of advertised value of the tender.)

(Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. organization, PSU or any reputed TELCO, work experience certificate issued by

Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public Listed Company to issue such certificates.

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

5.6 Financial Eligibility Criteria: The Bidder must have received contractual payments 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 the tender i.e. Rs 16.89 crore. The Bidder shall submit Certificates to this effect which may be an attested certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

(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).

5.7 The Bidder should provide the details of the organizations/firms to which they have supplied manpower in the last 3 financial years (2020-21, 2021-22 and 2022-23)& current financial year up to the date of inviting tender, in the format as per **Annexure IX**.

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

5.9 The Offer so made by the Bidder, shall remain valid for a minimum period of 90 days from the last date of submission of proposal/ documents.

5.10 Verification of Credentials:

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

5.10.2 The Bidders shall submit documents in support of their claim to fulfill the eligibility criteria as mentioned in the Tender document. Each page of the copy

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

5.10.3 “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 rejection of her/his/their Bid. And it shall be mandatorily incumbent upon the Bidder to identify, state and submit the supporting documents duly self-attested by which they/he/she is meeting the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of Bidder as far as her/his/their qualification for the Tender is concerned.”

5.10.4 RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in his/her/their Tender offer, and the Bidder shall, when so required by RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RailTel will not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of RailTel thereunder.

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

5.11 NSIC registered Firm and micro and small enterprises(MSEs).

5.11.1 For NSIC registered firm and micro and small enterprises (MSEs) who have valid Udyog Aadhar 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 E 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.

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

6.0 EARNEST MONEY DEPOSIT(EMD)

6.1 Bidder has to submit the bid along with earnest money of Rs. 22.52 Lakhs (Rs. Twenty Two Lakhs Fifty Two thousand Only). The EMD of unsuccessful participant will be refunded without interest. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee without any interest.

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

7.0 EVALUATION CRITERIA.

7.1 The handling/service charges will be 2.17%(including supervisory charges) of the remuneration payable to the personnel deployed. The eligible Bidder that agrees to total handling/service charges of 2.17%, will be considered for short listing by RailTel.

7.2 Empanelment will be based on aggregate of marks assigned to the Agency with reference to evaluation criteria parameters as indicated in **Annexure-I**, of this Tender document. Top Agency as per marks obtained will be empaneled.

If same marks are obtained by two bidders for top position then a fresh bid in the reduction of rates from 2.17% will be called from the bidders. During the bid, the bidders will not be allowed to increase the rates. These price bids will be opened in presence of authorized representative of the firms and lowest offer will be selected.

8.0 AWARD OF CONTACT

8.1 The contract shall be awarded to the Bidder, by conveying acceptance of the proposal by RailTel through registered /speed post/ courier. Negotiation with the Bidder, if needed, will be done before award of contract.

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 Bidder and RailTel.

8.3 The selected Tenderer 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 fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: -

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

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's 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 Bidder, may be taken or executed by the officials authorized.

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

11.6 RailTel reserves the right to modify, expand, restrict, scrap and refloat the 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 timeframe.

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

11.9 The remuneration payable to all outsourced staff deployed by Bidders will be decided by RailTel Corporation and Bidders shall pay the monthly

salary/allowances etc if any as advised by RailTel Corporation of India Ltd. Salary/allowances if any are to be disbursed by Bidders strictly as per the directives of RailTel Corporation. The allowance/arrear if any may be of past period has to be disbursed by Bidders as directive by RailTel.

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

12.1 Commencement of Services:

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

12.2 Expiration of Contract

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

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 Bidder contravening this condition, RailTel shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the Bidder. In such case the security deposit of the selected Bidder, will be forfeited.

13.0 TERMINATION

1) By the Corporation (RailTel)

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

- (a) If the Bidder commits breach of any condition of the contract or do not remedy/rectify a failure in the performance of their obligations under the contract.
- (b) If the Bidder becomes insolvent and bankrupt.

- (c) If as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period not less than sixty(60) days.
- (d) If RailTel, in its sole discretion, decides to terminate this Contract.
- (e) If the Bidder or its employees/agents indulge in any malpractice relating to providing the outsourcing of the services.
- (f) Non-payment of statutory dues to the concerned department.

In the event of termination on unsatisfactory service or in violation of any of the terms & conditions of contract, SD (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 Bidder.

2) By the Bidder

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

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 BIDDER

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

/contractor and the Contractor shall submit a certificate of the compliance thereof to RailTel. The invoice for a particular month must be accompanied by the documentary proof towards the above for the previous month.

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 deployed manpower, through Aadhar Payment Bridge only.

15.4 Special Conditions of contract for mandatory updating 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 labor and their payment in this portal. These details shall be available in public domain. The Registration /updating of portal shall be done as under:

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

b) The contractor once registered on the portal, shall provide details on his letter of Acceptances (LOA)/Contract Agreements on shramik kalyan portal within 15 days of date of issue of any LOA for approval of concerned P&A department. P&A department/ RailTel shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

c) The contractor shall fill the salient details of contract labor's engaged in the contract and ensure updating of each wage payment to them on shramik

kalian portal on monthly basis.

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

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

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

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) 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.

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

20.2 The agency should verify/ascertain satisfactory character & antecedent

records before deploying outsource resources.

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

The consideration will be paid by RailTel to the Bidder against monthly invoices raised on completion of each month for the services provided, by the Bidder in duplicate. Such payments shall be made within fifteen days of the receipt of the said invoices along with required documents. TDS will be deducted as per prevailing rates. The consideration aforementioned is all inclusive and no other amounts will be payable to the Bidder by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

The tax invoice will be supported by the following documents:

1. Salary sheet for the month with details of allowances & recoveries,
2. EPF challans,
3. ESI challans,
4. Bank Statement as proof of payment to employees,
5. Certificate pertaining to compliance of Shramik kalyan portal as per clause 15.4
6. Any other documents, if required.

22.1 GST related clauses

- a. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice
- b. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- c. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- d. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- e. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- f. In regards to works contract, the Bidder should have registration no. for GST

in respective state where work is to be executed and shall furnish GST registration certificate along with tender.

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

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

23.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

24.0 SCOPE OF SERVICE

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

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

25.1 SETTLEMENT OF DISPUTE AND ARBITRATION

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

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

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

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

26.0 JURISDICTION

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

**General Manager/P&A
RailTel/Corporate office.**

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

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

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

14	Undertaking for not furnishing any misleading and or false information.	
15	Undertaking for not being engaged in any corrupt & fraudulent practice.	
16	Undertaking for Financial Stability.	
17	Undertaking for Legal suit / pending criminal case.	
18	Annual Turnover of the company.	
19	Work Experience	
20	Performance certificate from Client	

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

(Signature of Authorized signatory with Seal)

Annexure – I

Empanelment of agencies for providing manpower services.

Evaluation Criteria Parameters

S. No.	Parameter	Documents Required	Marks	
1	No. of Govt. Org./CPSE/Railway/Metro organizations served during the FY 2020-21, 2021-22 and 2022-23 & current financial year up to the date of inviting tender, with at least 80 number of manpower on an average (Max. marks 20).			
	04 or more	Certificate from Client with name of contact person is to be furnished.	20	
	02-03	Certificate from Client is to be furnished as per format provided in	10	
	01	Annexure VII & VIII.	05	
2	Annual Turnover of the Company from providing Manpower Services during the last 3 Financial Years (2020-21, 2021-22& 2022-23) & current financial year up to the date of inviting tender,(Max. marks 15).			
	More than 30 Crores.	Audited balance sheet & Certificate from Chartered Accountant under his Stamp, Signature and Membership Number to be given in Annexure-VI.	15	
	More than 22 Crore and up to Rs.30 crores.		10	
	More than 18 Crore and up to Rs. 22 crores.		08	
	Rs 16.89 Crore to 18 Crores.		05	
	For Startups- Annual Turnover of the Company from providing Manpower Services during the last 3 Financial Years (2020-21, 2021-22& 2022-23) & current financial year up to the date of inviting tender,(Max. marks 15).			
	More than 10 Crores.	Audited balance sheet & Certificate from Chartered Accountant under his Stamp, Signature and Membership Number to be given in Annexure-VI.	15	
	More than 7 Crore and up to Rs.10 crores.		10	
	More than 6 Crore and up to Rs. 7 crores.		08	
	Rs 5.63 Crore to 6 Crores.		05	
	3	Technical Eligibility Criteria (as mentioned in para 5.5)(Max. marks 15).		
		More than 19 Crore	Work Experience certificate, copy of work order, bill of quantities, bill wise details of payment received duly certified by CA, TDS certificates for all payments received and copy of final / last bill paid by company in support of above work experience certificate (details at Note-para 5.5).	15
More than 16 crore and up to 19 Crore.		10		
More than 11 Crore and up to 16 cr.		08		
From Rs. 6.75 Crore & up to 11 cr. (as per criteria mentioned at para 5.5 of E-Tender)		05		

	Technical Eligibility Criteria for Startups (as mentioned in para 5.5) (Max. marks 15).		
	More than 14 Crore	Work Experience certificate, copy of work order, bill of quantities, bill wise details of payment received duly certified by CA, TDS certificates for all payments received and copy of final / last bill paid by company in support of above work experience certificate (details at Note-para 5.5).	15
	More than 11 crore and up to 14 Crore.		10
	More than 6 Crore and up to 11 cr.		08
	From Rs. 3.94 Crore & up to 6 cr. (as per criteria mentioned at para 5.5 of E-Tender)		05
4	Services in terms of Man-months (outsourced personnel-support staff) during the Financial Years 2020-21, 2021-22& 2022-23& current financial year up to the date of inviting tender, (Max. marks 15).		
	More than 4000 man-months.	Details to be provided in Annexure IX , to be supported by PF Challans for the month of March 2021 March 2022 and March 2023.	15
	3501 to 4000 man-months.		10
	3001 to 3500 man-months.		08
	2400 to 3000 man-months.		05
5	Having Web-based Payroll System for deployed manpower with ESS, Client Access System and Mobile App. (Max. marks 20).		
	ESS with Client Access System ((i) Engagement process, (ii) Leave management, (iii)OT/TA/DA/Conveyance charges, (iv) Attendance and (v) Payroll services online) { 4 marks each}.	Screen-shots to be submitted along with the bid. Presentation of the same may be held for verification.	20
6	Area where manpower services are being provided now. (Max. marks 15).		
	New Delhi	Certificate from the Client along with the name of the contact person and his contact phone number.	15
	Gurgaon		10
	NCR other than Delhi/Gurgaon		05

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, Office Block, Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to a "RAILTEL", which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART AND THE AGENCY, having its office
M/s. _____

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

1. The AGENCY carries on the business of providing temporary engagement services, in various establishment and premises at Delhi/NCR.
2. The AGENCY has expressed its desire to provide these temporary engagements services to RAILTEL for its offices in Corporate Office /DLI/NCR and RAILTEL has agreed to avail of such placement services.
3. The AGENCY has represented that it has the necessary infrastructure, resources and expertise to undertake such placement to the satisfaction of RAILTEL.
4. Accordingly, based on the online process resorted to by the 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 Delhi/NCR (hereinafter referred to as the "Premises") for the consideration and upon the other terms and condition herein provided.
- 1.2 The Monthly consideration payable by RAILTEL to the AGENCY for the Services agreed to be provided by the AGENCY will be made subject to

the satisfaction of RAILTEL, after complying with all statutory requirements and deduction of any tax or other amounts as required by law or as provided herein.

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

2 OBLIGATIONS OF THE AGENCY

- 2.1 The AGENCY will for the purpose, continuously monitor the services being rendered by it to ensure that these are upto the standards required by RAILTEL.
- 2.2 The AGENCY would comply with the statutory requirement EPF/ ESI of the temporary personnel engaged by the client to the satisfaction of RAILTEL. They shall communicate any information required on this to RailTel or statutory agency as required.
- 2.3 The AGENCY to comply with all the provisions of labour laws such as ESI ACT, EPF and other statutory requirements. In event of non-compliance of the same the AGENCY to undertake to indemnify RAILTEL on any cost it may incur on account of such non compliance.
- 2.4 The AGENCY shall ensure complete compliance in respect of the personnel employed by him and posted in RailTel of all the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Employee's Provident Funds & Miscellaneous Provision Act, 1952 and any other Act, Rules or Regulations for labor as may be enacted by the government or any modification thereof or any other law relating thereto and rules made thereunder from time to time.
- 2.5 The attendance rolls for the personnel deployed by the AGENCY at the premises of RAILTEL shall be provisioned by the AGENCY and it shall be monitored by the AGENCY. These Attendance rolls shall be signed by the proprietor of the AGENCY or his authorized representative.

- 2.6 Upon a written / oral request being made by RAILTEL in that regard the AGENCY will, within 24 hours of receipt of such request, discontinue the Services found to be unsatisfactory or otherwise objected to by RAILTEL for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, RAILTEL will not be obliged to pay the amount in respect of discontinued Services.
- 2.7 Notwithstanding anything herein contained, the AGENCY will be liable to adequately compensate RAILTEL for any loss or damage occasioned by any act, omission or lapse on the part of the AGENCY or of any persons deployed by it pursuant to this Agreement.
- 2.8 The AGENCY is aware that Services similar to those covered by this Agreement are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 2.9 The AGENCY shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of person(s) and property in the works, neighborhood of the works, against the same.
- 2.10 Maintenance of all types of records in respect of the personnel's deployed by the AGENCY shall be the responsibility of the AGENCY.
- 2.11 The agency will fulfill all the statutory compliance e.g., GST, labour laws etc. in case of default of non compliance of statutory compliances, RailTel reserves the right to terminate the contract and recover the amount along with interest and penalties without any notice.

3 OBLIGATIONS OF RAILTEL

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

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

- a) The engagement is purely temporary and on Contract basis.
- b) The offer is based on the Contract between RAILTEL and THE AGENCY for providing services which is only for a specific period, which may however be extended depending on the extension of the Contract and also on the basis of the performance. The services may be terminated with a notice of one month.

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

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 FORCEMAJEURE

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

5 INDEMNITY

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

6 OTHER TERMS AND TERMINATIONS

- 6.1 Agreement shall be deemed to have commenced as on and from (Date) and shall be in force for an initial period of Two years from the said date. Any change in the consideration agreed under clause 1.3 above, beyond this period would be by way of mutual consent and in writing only. Thereafter, the parties may extend the Agreement on terms to be mutually agreed upon.
- 6.2 Notwithstanding anything contained herein either party may, without cause, terminate this agreement by giving 30 days' notice to the other.
- 6.3 Expiry or earlier termination of this Agreement will not prejudice any rights of the parties that may have accrued prior thereto.

7 RELATIONSHIP BETWEEN THE PARTIES

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

8 ENTIRE AGREEMENT

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

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

9 ARBITRATION

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

10 JURISDICTION

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi in connection with any actions or proceedings arising out or in relation to this agreement.

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

SIGNED AND DELIVERED By

The AGENCY aforesaid

SIGNED AND DELIVERED By

RAILTEL aforesaid

In the presence of witnesses:

1.

For RAILTEL

1.

for the AGENCY

Authorized Signatory

For RAILTEL

Witnesses:

For the agency

Authorized signatory

2.

2.

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

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

I..... (Name and Designation) ** appointed as the Attorney/Authorized Signatory of the Tenderer (including its constituents), M/s (hereafter called the Tenderer) for the purpose of the tender documents for the work of..... as per the tender no.....of RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing the document after carefully reading the contents.
2. I/We the Tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel/RCIL website www.railtelindia.com/www.railtel.enivida.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead

to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL
ANDSIGNATURE
OFTHETENDERER

VERIFICATION

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

DEPONENT
SEAL
ANDSIGNATURE
OFTHETENDERER

Place:

Dated:

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

Proforma for Performance Bank Guarantee

PERFORMANCEBANKGURANTEEBOND

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

In consideration of the RailTel Corporation of India Limited: Plate A, 6th Floor,
Office Block, Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

(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
.....mad
e
between and
..... for (hereinafter
called "the said Agreement") of security deposit for the due fulfillment by the
said Contractor (s) of the terms and conditions contained in the said
Agreement, or production of a Bank Guarantee for Rs.....(Rs only).
We,
.....(indicate the name of the Bank)here in after
referred to as " the Bank") at the request of Contractor(s) do
hereby
Undertake to pay the RailTel an amount not exceeding Rs..... Against any
loss or damage caused to or suffered or would be caused to or suffered by
the RailTel by reason of any breach by the said Contractor(s) of any of the
terms or conditions contained in the said Agreement.

2. We, Bank **and our local
branch at 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
toorsufferedbytheRailTelbyreasonofbreachbythesaidContractor(s)ofanyof

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, theBank further agree that this guarantee shall be invocable 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 2023

for.....

(Indicate the name of the Bank)

Witness

1. Signatur
e
Name

2. Signatur
e Name

OFFER LETTER

(On Letter Head of Firm/Company)

From:

M/s _____

_____.

To,

Additional General Manager/P&A,
RailTel Corporation of India Ltd (RCIL)
Corporate Office, Plat –A, 6th Floor,
Office Block Tower – 2,
East Kidwai Nagar New Delhi – 110023

Sub: Engagement of Manpower Agency for providing Support Staff at RailTel Corporate Office, East Kidwai Nagar/ New Delhi and its various offices in Delhi/NCR.

Ref.:E Tender No. RCIL/2023/P&A/15/2 dated _____2023.

Dear Sir,

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

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

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

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

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

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

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

Yours faithfully,

Dated:

For and on behalf of

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

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

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

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

S.N.	Description	Financial Data (in INR)			Current FY
		Year 2020-21	Year 2021-22	Year 2022-23	
i.	Annual turnover from Manpower Outsourcing				
ii.	Gross Annual Turnover				
iii.	Profit After Tax (PAT)				
iv.	Net Worth				

Note:

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

1. All documents supporting the above date shall reflect the financial position of the applicant/bidder and not sister or Parent Company.
2. This Annexure shall be duly certified by Chartered Accountant/Company Auditor in original under his signature, stamp and membership number.

Date:

.....

(Signature of Chartered Accountant/Company Auditor)

(Name of Chartered Accountant/Company Auditor)

(Membership Number of Chartered Accountant/Company Auditor)

WORK EXPERINECE
(On Company Letter Head)

(For work undertaken in Govt. Orgn./CPSE/Railway/Metro orgn. served during the
Financial years 2020-21, 2021-22, 2022-2023 and current year.

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

Note:

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

FORMAT FOR OBTAINING PERFORMANCE CERTIFICATE FROM CLIENT

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

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

Financial Year	Number of Manpower on an average in a year
2020-2021	
2021-2022	
2022-2023	
Current FY	

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

.....
(Client Signature)

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

.....
(Date)

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

Duties and Responsibilities of Pantry Boys:

- (a) To prepare and supply tea/coffee in every room /seat or as directed by the officer concerned.
- (b) To supply drinking water bottles/jug and glass in every room/seat or as directed by the officer concerned.
- (c) To remove the empty crockery from the room/seats.
- (d) Keep the kitchen neat and clean.
- (e) All crockery to be washed every day in the hot boiling water and kept neat and clean (spotless).
- (f) The raw material – Sugar, tea leaves, coffee powder, milk groceries etc will always be kept in neat and clean pots and these pots will be kept closed immediately after use.
- (g) Hygiene will be maintained at all times.
- (h) All the crockery for these services will be provided by RailTel. However, it will be used with utmost care to avoid breaking and spoiling it.
- (i) All the raw material, cold drinks, biscuits, wafers , sandwiches etc will be provided by Railtel.
- (j) In the evening before leaving the office the pantry boys will make sure to keep the crockery and other raw material under proper lock and key. However, few glasses for water to be kept out in the kitchen.
- (k) The water dispenser should be kept neat and clean. The empty water jar should be replaced immediately and all the times water supply from the dispenser should be maintained.
- (l) Pantry boys will ensure that all the electrical kettles, heaters, hot plates etc. are removed and leads are kept under lock and key before they leave the pantry.

**DUTIES, RESPONSIBILITIES AND SPECIFIC TERMS AND CONDITIONS APPLICABLE FOR
ENGAGEMENT OF DRIVER.**

1. The driver provided by you would be on the payroll of your firm/company and the offer shall not constitute any offer of appointment in RailTel.
2. The Tenderer shall produce the salary bill for the personnel as per the agreed rate by the last working day of the current month and the payment to the Tenderer shall normally be made by RailTel within 15 working days from the date of receipt of invoice.
3. Compliance of labour laws, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions viz-a viz the employee would be the responsibility of the Tenderer/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.
4. The driver will normally work for 12 hours per day with two hours break taking into account the convenience of the controlling officer. In case of duty beyond 12 hours in a day, overtime at the rate of double the basic pay per hour (as per labor law) will be paid.
5. The working days of the Driver will be from Monday to Saturday. However, in case of exigencies he may be called for duty on Sunday also with due compensation as per rules.
6. One day leave once in a month will be allowed. In case of absence beyond the entitlement of leave, salary will be deducted on pro-rata basis.
7. The driver will inform well in advance before proceeding on leave. The leave should be sanctioned by the competent Authority, subject to availability of a substitute.
8. Up keeping and maintenance of vehicle will be ensured by the driver.
9. If the driver's services are used during the whole night or stay outstation, the night charges at the rate of Rs. 150/per night/day(Rs. 100/-for night charges+Rs. 50 for dinner will be paid.
10. If any penalty is imposed by RTO on vehicle/driver on account of negligence of driver i.e crossing the red light/yellow light etc, the same will be deducted from the salary of the driver.
11. Reporting &relieving time as directed by the officer concerned should be adhered to by the driver.
12. The driver of the vehicle will maintain log book which will be supplied by RailTel. The log book should be got signed from the Private Secretary/Personal Assistant to the concerned official
13. The company/Tenderer will ensure punctuality of the driver.
14. The driver can be called any time (round the clock) even at short notice for duty.
15. The company/ Tenderer will ensure that the driver will not be changed unless and until RailTel gives advice for that.
16. In normal condition, the driver will report at 08.30 hrs. at the place of his reporting and such place will be notified by RailTel from time to time to him.
17. The driver will come in proper uniform which should be neat and clean.
18. The driver will use his own mobile set, however, connectivity will be provided by RailTel
19. The Driver must have required driving license and badge etc. to make him eligible to drive a commercial car/Taxi in Delhi/NCR area.
20. The driver is required to submit to the RailTel Administration copies of Ration card/Election identity card, driving license/badge along with two passport size photographs
21. The parking charges will be reimbursed by the company on submission of his claims through Agency.
22. The driver shall at all times maintain absolute integrity and devotion to duty and conduct himself in a manner desirable for the best interests, credits and prestige of RailTel. In case

of any misconduct on the part of the driver, the matter would be reported to the Tenderer and the employer of the driver, i.e. Tenderer would be responsible for vicarious liability if any. If RailTel is not satisfied with the driver on grounds of competence, professionalism or discipline, he/she would immediately be sent back to the Tenderer. The Tenderer will be responsible for supply of substitute immediately.

23. RailTel shall reserve the right to terminate the contract any time during the currency of the contract without assigning any reason.
24. One suitable driver has to be arranged by the Tenderer as and when the driver proceeds on leave for the entitled period.

Statement of Deviations

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

Clause	Deviation	Remarks (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.**

CHECK LIST

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

SN	Have you submitted the following documents?	Submitted /complied Not or	Page No.
1	Cost of tender document Rs. 2950/-		
2	Power of Attorney.		
3	Downloaded signed tender document.		
4	Earnest money amounting Rs 22.52 Lakhs.		
5	In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted online.		
6	Bidders Bank Account details for refund of bid security (if submitted in the form of DD/BC) by RTGS/NEFT.		
7	Details of contact person (Tel.no. / email ids)		
8	Agreement (Annexure II)		
9	Affidavit (as per Annexure III)		
10	Proforma for PBG (Annexure IV)		
11	Offer letter (Annexure V)		
12	Annual Turnover of the company (Annexure VI)		
13	Work Experience (Annexure VII)		
14	Performance certificate from Client (Annexure VIII)		
15	Details of organization to which tenderer has supplied manpower (Annexure-IX)		
16	Deviation Statement, if any (Clause wise) (Annexure-XII)		

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

SN	Clause	Supporting documents	Details/Re marks	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.

END OF THE DOCUMENT

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