THE INFRASTRUCTURE PEOPLE
(A Government of India Enterprise)

CIN No. L74899DL1974GOI007227

RITES Limited

Project Office: Portos e Caminhos de Ferro de Mocambique, E.P.
Praca dos Trabladores, Maputo, Mozambique
M: +258 867514307
Email: cohead.moz@rites.com

No. RITES/EXPO /MOZ/EOR Services
Dated: 16-11-2026

M/s …….
……
…….

Dear Sir,

SUB: - Submission of Sealed Quotation for services – Employer of Record in Mozambique

RITES Limited (A Government of India Enterprise) under the Ministry of Railways is a multidisciplinary engineering and consultancy organization, providing a comprehensive range of services from concept to commissioning in all facets of transport infrastructure and related technologies.

RITES has supplied 10 (ten) numbers 3300 HP Diesel Electric Locomotives to CFM Mozambique with incidental services (maintenance) for 3 years.

In terms of above, a team of EXPATs from RITES Limited, India is required in Mozambique for the warranty obligations, incidental services (maintenance) of the rolling stock supplied from RITES India. Team strength varies upon type of rolling stock and multiple locations in Mozambique.

In order to follow the local regulations (Taxation, payroll and social security), work permit and work visa requirements, Employer of Record (EOR) services is required in Mozambique.

It is requested to submit the reasonable offer **in sealed envelope** as per terms and conditions mentioned at **Annexure-A** & Price Schedule is attached as **Annexure B.**

The last date of receipt of offer through courier or by hand through messenger is **30.11.2026** by 17:00 Hrs Local Mozambique Time.

The offers should be addressed to **Sh. Manoj Kumar Das, GM- Expotech, RITES Limited, India**

Original sealed Offers is to send to **AGM (Co. Head, Mozambique), CFM, Maputo, Mozambique**

In case, it happens to be a holiday, the offers will be accepted / opened on next working day at the same time.

An early response would be highly appreciated.

Thanks & Regards

Sh Rajesh Kumar Aggarwal
AGM (Co. Head, Mozambique)
RITES Limited

Annexure A

Terms & Conditions

1. Scope of Service

For EXPATs (Approx 11 Expats)

a) The number of expats is tentative and may change as per project requirements time to time. However, in case any of the expat is repatriated to India due to professional or personal requirement – payment will be done on pro rata basis for the activities completed in said year.

b) Payment of minimum salaries to RITES employees in Mozambique in the local currency, wherever required.

c) Timely deposit of statutory dues such as social security contributions, insurance premiums, professional taxes and other applicable employee-related statutory payments with the concerned authorities in Mozambique.

d) Handling personal income tax compliances of all RITES employees deployed in Mozambique.

e) Assisting RITES and its employees in obtaining and renewing work permits, employment visas and other statutory immigration related approvals as and when required.

f) Ensuring compliance with all applicable labour, employment, payroll and statutory regulations in Mozambique related to expatriate employees.

g) Any other related work.

2. DURATION OF SERVICE CONTRACT:

The service contract initially will be for one year and further extendable on the basis of performance and mutually agreed terms.

3. PAYMENT AUTHORITY

The payment against the contract shall be made by the RITES Limited India.

4. CURRENCY

The prices should be quoted in local currency in Metical.
Bank charges / commission in India will be borne by RITES and all charges / commissions in Mozambique shall be borne by the service provider.

5. PAYMENT TERMS

a) 100% payment for direct monthly expenses against supporting documents shall be made on monthly basis through telegraphic transfer governing local laws in India and Mozambique.
b) 100% payment for professional fee and taxes shall be made on quarterly basis through telegraphic transfer governing local laws in India and Mozambique.

Documents required for payment: -

i) Commercial invoice indicating service provider VAT / TAX no (tax no) in original addressed to RITES Ltd., Scope Minar, Laxmi Nagar, Delhi - 110092 indicating RITES GST No. 07AAACR0830Q1Z8 with supporting documents for expanses made.
ii) Joint declaration by the service provider and RITES representative in Mozambique for activities executed.

All Bills/Invoices in original must be sent to AGM (Co. Head, Mozambique) CFM, Maputo, Mozambique for release of payment.

6. TAXES

All applicable taxes, including VAT and other statutory taxes, shall be paid by the RITES Limited as per the payment schedule.

Taxes (if any) will be paid extra as per the prevailing rate with payment. Any variation in taxes (GST) at the time of execution of contract shall be paid on actual basis.

7. CORRESPONDENCE

All communications related to this contract shall be addressed to: -

Sh. Manoj Kumar Das
General Manager (Expotech)
RITES Limited, 5th Floor, Expotech Division
Plot No. 1, Sector 29
Gurgaon Haryana 122001
Email: manojdas@rites.com

Local Communication in Mozambique:

Sh Rajesh Kumar Aggarwal
AGM (Co. Head, Mozambique)
CFM, Maputo, Mozambique
Tel: +258 867514307
Email: cohead.moz@rites.com

8. FORCE MAJEURE CLAUSE

In the event of any unforeseen event which is beyond the reasonable control of the contractor and directly interfering with the supply of stores arising during the currency of the contract, such as war, revolutions, hostilities, acts of the public enemy, civil commotion, sabotage; fires; floods, explosions, epidemics, quarantine restrictions or acts of God, the contractor shall, within a week from the commencement thereof; notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by the procuring entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the force Majeure event. If the force Majeure condition mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of

commencement of such force majeure by giving 14 days notice to the other party in writing. In case of such termination, no damage shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

Notwithstanding the remedial provisions contained in any other clause of this contract , none of the party shall seek any such remedies or damages for the delay and/or failure of the other party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure

9. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Laws of **India** / Mozambique for the time being enforced irrespective of the place of performance or payment under the contract.

10. DRAWINGS/SPECIFICATIONS: Not applicable.

11. Contractor's obligations and restrictions on its rights

11.1 Indemnities for breach of IPR Rights

1. The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

a) Any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Procuring Entity.
b) The sale by the Procuring Entity in any country of the products produced by the Goods supplied by the contractor, and
c) The installation of the Goods by the contractor or the use of the Goods at the Procuring Entity's Site.

2. Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:
Other than for the purpose indicated by or to be reasonably inferred from the contract in association or combination with any other equipment, plant, or materials not supplied by the contractor.

3. If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

4. If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

5. At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

11.2 Confidentiality, Secrecy and IPR Rights

11.2.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose**.**

11.2.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

11.2.3 Secrecy

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed there under.

11.2.4 Obligations of the contractor

a. Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

b. The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

c. Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

d. The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

a) the contractor needs to share with the institution(s) participating in the financing of the contract;
b) now or hereafter is or enters the public domain through no fault of Contractor;
c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
d) Otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

e. The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

f. The provisions of this clause shall survive completion or termination for whatever reason of the contract

12. Arbitration / mutual settlement of disputes:

Except as otherwise provided for in the contract, all disputes relating to or arising of the contract shall in the first place be resolved through mutual discussion, negotiation, deliberations and consultations between both the purchaser and supplier. If the efforts to resolve all or any of the disputes through conciliation fail, Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules there under (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.

Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.

13. Termination:

RITES may, without prejudice for breach of contract, 10 days after written notice of default sent to the supplier, terminate the contract in whole or in parts.

a) If the supplier fail to deliver full or part consignment within the time periods) specified in the contract or any extension therof granted by RITES.
b) If he fails to perform any other obligation under the contract or
c) If he, in either of the above circumstances, does not cure his failure within a period of 30 days or as specified by RITES, after receipt of the default notice from RITES

14. Acceptance of PO: Service provider shall communicate the acceptance for the formal Purchase Order issued by RITES within 07 days from the date of receipt of PO. In case Purchase order not received within 07 days, it shall be deemed that all terms and conditions of PO are acceptable to the Service provider

15. RITES also reserve the right to reject any or all the offers without assigning any reason what-so-ever thereof**.**

Annexure B

BILL of Quantity

S No.	Description / Service activity	Unit	Unit Rate in MZN
1	Payment towards Work Accidental Compensation Policy (WCP) in Mozambique.	Per expat per year	
2	Payment towards submission of INSS (social security) in Mozambique • Employee part • Employer part	Per expat per year	
3	Payment towards submission of professional income Tax (IRPS) in Mozambique	Per expat per year	
4	Payment of all applicable fees for obtaining and renewing • work permit, • work visa • or other immigration related services	Per expat per year	
5	Professional fee	Per expat per year	
	Taxes		
	Professional fee including Taxes		
	Total		
	Quantity (Appox)	11 nos	
	Total Value including Taxes		