



RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi-110023.

Electronic Tender Document

for

**“Supply and Supervision of Installation/Testing/Commissioning/
Integration of ADVA make DWDM equipment for the OFC based communication
System of RailTel”**

No. RailTel/Tender/ ST/CO/Project/2022-23/RC ADVA DWDM/005 dated 29.09.2022

रेलटेल
RAILTEL

No. RailTel/Tender/ ST/CO/Project/2022-23/RC ADVA DWDM/005 dated 29.09.2022

SINGLE TENDER NOTICE

ADVA Optical Networking SE
Campus Martinsried,
Fraunhoferstraße 9a
82152 Martinsried/Munich
Germany.

Through India Office
ADVA Optical Networking India Pvt Ltd
46 & 47, First Floor, Enkay Tower B&B1,
Udyog Vihar, Phase V, Gurgaon-122016,
Haryana, India

Sub: Single Tender for entering into Rate Contract for "Supply and Supervision of Installation/Testing/Commissioning /Integration of ADVA make DWDM equipment for the OFC based communication System of RailTel"

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Single Packet System for entering into Rate Contract for "Supply and Supervision of Installation/Testing/Commissioning /Integration of ADVA make DWDM equipment for the OFC based communication System of RailTel" as per following details:

a)	Opening date of Tender downloading	29.09.2022
b)	Last date and time of submission of e-bid	Upto 15:00 hrs of 19.10.2022
c)	Opening of e-bid	15:30 hrs of 19.10.2022
d)	Validity of offer	90 days
e)	Delivery period	90 days
f)	Earnest Money Deposit (EMD)	Rs 20 Lacs
g)	Note: 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 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 shall be posted on this e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. 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.	

The Maximum limit of procurement against this proposed rate contract is Rs 10 crore.

However, RailTel does not guarantee any off take against the same.

29/9/2022
Executive Director/POM

एकल निविदा सूचना

ADVA Optical Networking SE
Campus Martinsried,
Fraunhoferstraße 9a
82152 Martinsried/Munich
Germany.

Through India Office
ADVA Optical Networking India Pvt Ltd
46 & 47, First Floor, Enkay Tower B&B1,
Udyog Vihar, Phase V, Gurgaon-122016,
Haryana, India.

विषय: रेलटेल की ओएफसी आधारित संचार प्रणाली के लिए एडीवीए मेक डीडब्ल्यूडीएम उपकरण की स्थापना/परीक्षण/कमीशनिंग/एकीकरण की आपूर्ति और पर्यवेक्षण के लिए दर अनुबंध में प्रवेश करने के लिए एकल निविदा

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि.(रेलटेल), निम्नलिखित विवरण के अनुसार "रेलटेल की ओएफसी आधारित संचार प्रणाली के लिए एडीवीए मेक डीडब्ल्यूडीएम उपकरण की स्थापना/परीक्षण/कमीशनिंग/एकीकरण की आपूर्ति और पर्यवेक्षण" के लिए दर अनुबंध में प्रवेश करने के लिए सिंगल पैकेट सिस्टम में ई-निविदाएं आमंत्रित करता है।

a)	निविदा का डाउनलोडिंग के खुलने की तिथि	29.09.2022
b)	बोली प्रस्तुत करने की अंतिम तिथि और समय	Upto 15:00 hrs of 19.10.2022
c)	ई-बिड खुलने की तिथि	15:30 hrs of 19.10.2022
d)	ऑफर की वैधता	90 days
e)	आपूर्ति अवधि	90 days
f)	बयानाराशि (ईएमडी)	रु 20 Lacs
g)	नोट: निविदा सूचना और निविदा प्रलेख रेलटेल की वेबसाइट पर उपलब्ध हैं और www.railtelindia.com या ई-टेंडरिंग पोर्टल https://www.railtel.enivida.com से डाउनलोड किए जा सकते हैं। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल https://www.railtel.enivida.com से निविदा प्रलेख की आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात् इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि निविदा केवल ई-टेंडरिंग पोर्टल पर पोस्ट की जाएगी। रेलटेल कार्यालय से निविदा प्रलेख की मुद्रित प्रति नहीं बेची जाएगी। बोलीदाता तैयारी, बोली की तैयारी/प्रस्तुति/भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरण या परिणाम की उदासीनता से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।	

इस प्रस्तावित दर अनुबंध पर खरीद की अधिकतम सीमा 10 करोड़ रुपये है। हालांकि, रेलटेल इसके खिलाफ किसी भी तरह के ऑफ टेक की गारंटी नहीं देता है।

29/9/2022
कार्यकारी निदेशक/पीओएम

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CHAPTER-1

OFFER LETTER

RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Block-2,
East Kidwai Nagar, New Delhi-110023

I/We _____ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS as noted. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders. I/We offer to do the **“Supply and Supervision of Installation/Testing/Commissioning /Integration of ADVA make DWDM equipment for the OFC based communication System of RailTel”** as per Schedule of Requirement for Single Tender No. **RailTel/Tender/ST/CO/ Project/2022-23/RC ADVA DWDM/005 dated 29.09.2022** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the equipment within 90 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of the agreed Contract and to carry out the supply according to the specifications for materials laid down by the Railtel and as accepted by us.

A sum of Rs. _____ (____ amount in words____) through eNivida Portal herewith submitted as **“EMD”**. 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 the specified days as per tender after issue of Purchase Order/LOA.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1.
- 2.

CHAPTER-2

SCHEDULE OF REQUIREMENT (SOR) of Supply for Imported Items:

SN	Item Description	Unit	Unit Basic Rate (In)	Unit Rate (All inclusive) (in)
1	CABLE CAT5 2XRJ45 UTP 0100	Nos.		
2	CBL/DC/300/2AWG10/SUB-D/R-/B+	Nos.		
3	CBL/DC/300/3AWG14/TB/R-/B+	Nos.		
4	DM/2HU5	Nos.		
5	DM/5HU	Nos.		
6	IC150/USB/MINI-USB	Nos.		
7	EDFA-C-D20-VGC-DM	Nos.		
8	EDFA-C-D20-VLGC-DM	Nos.		
9	EDFA-C-S20-GCB-DM	Nos.		
10	EDFA-C-S26-VGCB-DM	Nos.		
11	ATT/XXdB/LC	Nos.		
12	2WCC-PCN-10G	Nos.		
13	10TCC-PCTN-40G+100GB	Nos.		
14	F7/NMCL/C	Nos.		
15	WCC-PCN-100GB	Nos.		
16	CFP/112G/LR4/SM/LC	Nos.		
17	16TCC-PCN-4GUS+10G	Nos.		
18	CEM/9HU	Nos.		
19	FAN/9HU	Nos.		
20	FAN/Plug-In	Nos.		
21	NCU-II	Nos.		
22	PSCU	Nos.		
23	PSU/7HU-DC-HP	Nos.		
24	PSU/9HU-DC	Nos.		
25	SCU-II (part of chassis)	Nos.		
26	CFP/112G/#DCTC/SM/LC	Nos.		
27	OSFM+#1510	Nos.		
28	J/MM50/MPO24/0310	Nos.		
29	J/MM50/MPO24/1000	Nos.		
30	J/MM62/LC/DUP/0090/RED	Nos.		
31	J/MM62/LC/DUP/0500/RED	Nos.		
32	J/XM/XX/XXX	Nos.		
33	OSCM-PN	Nos.		
34	CFP/112G/SR10/MM/MPO	Nos.		
35	SFP/2G1/850I/MM/LC	Nos.		
36	SFP/FE/C1510U/SM/LC	Nos.		

37	SFP/FE/C1510V/SM/LC	Nos.		
38	SFP/FE/D1528.77E/SM/LC	Nos.		
39	SFP+/11GU/1310S/SM/LC	Nos.		
40	XFP/11G/1310S/SM/LC	Nos.		
41	XFP/11G/DCTV/SM/LC	Nos.		
42	XFP/11G/DCTLN/SM/LC	Nos.		
43	SFP+/11GU/DCTLN/SM/LC	Nos.		
44	SFP/2G5/1310S/SM/LC	Nos.		
45	1PM/SM	Nos.		
46	2PM/SM	Nos.		
47	4ROADM-C96/0/OPM	Nos.		
48	F7/9ROADM-RS	Nos.		
49	40CSM/2HU-#19590-#19200	Nos.		
50	96CSM/4HU-#19600-#19125	Nos.		
51	SH7HU	Nos.		
52	SH9HU	Nos.		
53	F7/NMCL	Nos.		
54	F7/NMCL/L	Nos.		
55	F7/SW 18.X BASIC 7HU/9HU	Nos.		
56	F7/SW 18.X BASIC 1HU ACTIVE	Nos.		
57	CBL/DC/300/2AWG16/1HU-HP/R-/B+	Nos.		
58	F7/FW 18.1.1 PREINST	Nos.		
59	QSFP28/112G/AOC/0100	Nos.		
60	QSFP28/112G/SR4/MM/MPO	Nos.		
61	QSFP28/112G/LR4/SM/LC	Nos.		
62	JZ/OM3/MPO12/0300	Nos.		
63	F7/OPPM (General Optical Path Protection switch Module)	Nos.		
64	F7/4CSM+ #19590-#19560 (4-port Channel Splitter for channel 19590 to 19560, with upgrade port)	Nos.		
65	F7/8CSM-#19590-#19520 (8-port Channel Splitter)	Nos.		
66	F7/SHIHU/PASSIVE/FT (Passive unmanaged 1HU Slimline Shelf with optional fiber tray, no power supplies and no SCU required)	Nos.		
67	DCF-M/030/SSMF	Nos.		
68	F7/SH7HU Shelf & Accessories (BC00001170)			

69	F7/SH9HU Shelf & Accessories (BC00001171)			
70	SFP+CDR/11GU/1310S/SM/LC			
71	Any other item found necessary for channel creation /protection/ switching etc. (bidder may quote as many items as found useful for network)			

SCHEDULE OF REQUIREMENT (SOR) of Supply for Indigenous Items :

SN	Item Description	Unit	Unit Basic Rate (in)	Unit Rate (All inclusive) (in)
1	Any other item found necessary for channel creation /protection/ switching etc. (bidder may quote as many items as found useful for network)	No.		

Note:

- 1.1 Unit rate quoted against SOR for supplies above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with break-up as per Performa attached as Annexure- A and B of this Chapter).
- 1.2 Deleted.
- 1.3 Manual, instruction manual, operating manual etc. wherever required shall be submitted by the bidder.
- 1.4 Please submit the details of Supply orders/work orders of these equipment received in last one year from other PSUs and Telecom Service Providers along with their copies.
- 1.5 Refer Clause no. 12.1 of chapter 4 for SCHEDULE OF REQUIREMENT (SOR) of Supply for Imported Items.

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Annexure-A
Price Schedule for Indigenous Items

SN	Description	Total Qty	EX-Factory Price (Basic Unit Price exclusive of all levies and charges)	Pkg & Forwarding Charges		Freight & Insurance Charges		Other Charges and Levies (to be specified by bidder)	CGST, IGST, SGST & GST		Price Per Unit (all inclusive) for delivery at destination (4+6+8+9+11)
				%	Amt	%	Amt		%	Amt	
1	2	3	4	5	6	7	8	9	10	11	12

Annexure-B
Price Schedule for Imported Equipment

SN	Description	Total Qty	Ex-Factory Price (Basic Unit Price exclusive of all levies and charges)	Unit Price per Unit CIF	Custom Duty		Pkg & Inland Freight		Inland Insurance		Other Charges and Levies (to be specified by bidder)	CGST, IGST, SGST & GST		Price Per Unit (all inclusive) for delivery at destination (4B+6+8+10+11+13)
					%	Amt	%	Amt	%	Amt		%	Amt	
1	2	3	4A	4B	5	6	7	8	9	10	11	12	13	14

CHAPTER-3

Technical Specifications

1.1 Technical specification will be as per contract against RailTel Tender No. RailTel/Tender /ST/CO/Project/2014-15/282 dt. 11.05.2015 & RailTel/Tender/ST/SR/HQ /2020-21/46 dt. 21.10.2020 (LOA No.4002011133,0 dt. 18.02.21).



CHAPTER-4

Commercial Terms & Conditions

1. OFFER LETTER AND VALIDITY OF OFFER

- 1.1 The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.2 The offer should remain valid for a period of **90** days from the date of opening.

2. WARRANTY

- 2.1 The materials covered in SOR are to be warranted for 36 months from date of delivery to the consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

During the warranty period, the contractor shall remain responsible to arrange replacement within 30 days and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor. In case contractor fail to replace any faulty part within 30 days period, penalty will be imposed as per clause 5.2 of Annexure-I.

3. RATE CONTRACT & DELIVERY PERIOD

3.1 For all items mentioned in the Schedule of Requirement (SOR), RailTel wishes to enter into Rate Contract with the bidder. This Rate Contract will be valid for a period of 12 months from the date of issue of LOA for placement of supply orders/sub purchase orders. Contractor would have to honour all these supply orders/sub purchase orders placed within validity period & complete the supply as per terms & conditions of contract. There is no minimal drawl of quantities guaranteed but during the validity of Rate Contract, Corporate office of RailTel shall place confirmed Sub-Purchase Order as per the requirement of the RailTel's Regional Offices.

3.2 The Rate contract may be extended by another one year on negotiation basis.

3.2A The supplier will have to supply the material within 90 days of issue of confirmed supply order/sub-purchase order against this Rate Contract. For Supervision of Installation and commissioning separate time will be given depending upon the scope of work in each case and will be advised in the respective sub purchase order for services.

3.2B OVERVIEW OF THE SCOPE OF WORK

The scope of work would be Supply of Equipment at various sites/locations of RailTel including Customer sites in different parts of India and supervision of installation, testing & commissioning of the DWDM Network including integration with the existing network. The scope of work shall include, but not be limited to the following: Project Management, Supply of all related goods and providing all related services including custom clearance if required, transportation, supervision of installation, testing, commissioning of the telecom system.

3.3 Long Term Maintenance Support

3.3.1 The Tenderer shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 5 years against sub POs issued under this Rate Contract. The long term maintenance support shall be comprehensive and include all hardware and software of equipment, etc. supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by OEM on the system from time to time to improve performance. During this period the scope of work as mentioned in clause 2 above & its sub clauses, will be applicable.

3.3.2 The Tenderer/OEM shall be paid @ 3.5% of supply cost per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/ card/assembly/ subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty.

3.3.3 Separate agreement for AMC after warranty period shall be entered with tenderer by RailTel. A fresh Bank Guarantee valid for five years @ 10% of the value of the AMC contract's annual value or kept as per Government of India guidelines applicable at the time of issue of PO for AMC shall be required to be submitted by Tenderer for due fulfillment of long term maintenance support obligation.

- 3.3.4. Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Executive Director of the Region.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Form no.2. Any deviation / non acceptance will lead to rejection of the bid summarily.

- 3.3.5 Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are given in Annexure-I.

4. Payment Terms

- 4.1 95% payment of the value of the supply items would be made on receipt of material by the consignee (at site /the stores, to be decided by respective regional EDs) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- (i) Valid Tax Invoice
- (ii) Delivery Challan/ E-way bill
- (iii) Deleted
- (iv) Packing list.
- (v) Factory Test Report.
- (vi) Purchaser's Inspection certificate
- (vii) Consignee receipt
- (viii) Warranty certificate of OEM
- (ix) Insurance certificate
- (x) A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.

- 4.2 In case payment is to be made in foreign currency, 95% of the value of imported equipment/materials would be paid through irrevocable Letter of Credit (LC) to be operated from Corporate Office on submission of the following documents:

- (i) Bill of Lading/ Air Way Bill.
- (ii) Invoice in triplicate & should also indicate CIF value.
- (iii) Packing list.
- (iv) Factory Test Report.
- (v) Purchaser's Inspection Certificate.
- (vi) Certificate of country of origin authenticated by the chamber of commerce.
- (vii) Insurance certificate.
- (viii) Warranty certificate of OEM
- (ix) A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- (x) A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.

The Custom Duty/IGST on imported items shall be paid by RailTel against Bill of Entry. However, since the price quoted by the vendor are inclusive of taxes, in case excess Custom Duty is paid by RailTel as compared to the rate of Custom Duty quoted by vendor, the same shall be recovered from vendor from its payment.

If the payment is required through LC, Bank charges in India will be borne by RailTel, while those outside India by the tenderer. All Charges at both ends for LC modifications will be borne by the party requesting the changes.

- 4.3 Last 5% payment of the value of Supply items of the PO/LOA shall be made by RailTel after expiry of one year from the date of delivery. In case of foreign currency, payment will be paid through TT/Wire Transfer (SWIFT) from Corporate Office.
- 4.4 Accounting unit/bill passing unit for the supplies under SOR is respective Executive Director of the Region. Bills to be submitted to the Executive Director of the concerned Region for certifying receipt of material & services, for passing for payment.
- 4.5 Deleted.
- 4.6 The breakup of taxes has to be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.
- 4.7 Payment of Services Items
- 4.7.1 Deleted.
- 4.7.2 Payment of SOR item towards "AMC/Long term maintenance Support" would be paid quarterly by the concerned Region after satisfactory completion of AMC Services of that quarter and on certificate furnished by concerned RailTel's representative of the Region.
- 4.8 Deleted
- 4.8.1 Deleted
- 4.8.2 Deleted
- 4.8.3 Deleted
- 4.8.4 Deleted
- 4.8.5 Deleted
- 4.9 Purchaser Inspection Certificate for Imported items will be issued by RailTel on the basis of Pre-FAT testing report submitted by the contractor.
- 4.10 Pre-FAT testing will be considered as per tender mention in technical specification of chapter-3.

5. Security Deposit/Performance Bank Guarantee (PBG)

- 5.1 The tenderer is required to submit a Standing Security Deposit/PBG of 0.75% of total value of LOA to corporate office within 30 days of the issue of LOA for Rate Contract with validity upto 90 days beyond contract period for the satisfactory performance of contract and PBG for each Sub PO @ 2.25% of the value of the Sub PO/PO to Regional office equivalent in Indian Rupees with validity upto 90 days beyond warranty period. The Proforma for PBG is given in Chapter 5, Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 5.2 The security deposit shall bear no interest.
- 5.3 Successful tenderer is required to furnish security deposit in the form of Performance Bank Guarantee, the same should be submitted within 30 days of issue of LOA/PO 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/PO. This PBG should be from a Scheduled Bank and should cover warranty period as per tender condition.
- 5.4 The PBG would be released after satisfactory completion of contract including warranty period and only after submission of PBG towards AMC as per clause 3.3 of Chapter 4.

6. Taxes & Duties

- 6.1 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges, except any changes in statutory duties/taxes after opening of bid will be dealt in accordance with the provisions contained in clause 6.9 of chapter 4.
- 6.2 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.
- 6.3 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 .
- 6.4 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 .
- 6.5 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, provided that if there is any mismatch on GST, the purchaser should notify the vendor in writing at the earliest for necessary correction at both ends. The same provisions shall be applicable in case of debit/credit notes.

- 6.6 Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST alongwith respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 6.7 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.
- 6.8 Deleted.
- 6.9 The imposition of any new tax and/or increase/ in the aforesaid taxes, duties or levies, after opening of bid and the bidder thereupon necessarily and properly pays such taxes/levies/cess, then bidder shall be reimbursed the amount so paid, unless such payments, if any, is solely attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess on imports, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after opening of bid, bidder has to pass on the benefits to RailTel.
- 6.10 In case of imported equipment:
- Anti Dumping duty, if applicable, on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/ Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel .
- 6.11 Evaluation Criteria.
- Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

7. Liquidated Damages

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order/LOA for any reason whatsoever attributed to failure of tenderer. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

8. Transportation

The rates quoted should be F.O.R. destination for indigenous items and CIP destination for Imported items. The destination shall be the nominated depots of RailTel Regional office as indicated in Sub POs.

9. Statutory Deduction

These will be made at source at the time of making payment as per the prevalent rules.

10. Purchaser's Right to Accept or Reject Bid

The purchaser reserves the right to accept or reject bid, and to annul the bidding process, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

10.1 Long Term Availability of Spares & System Support

10.1 The tenderer shall undertake to supply on payment all maintenance spares and tools required for the equipment at least for five years after expiry of warranty. He shall also undertake to supply additional equipment required for replacement or expansion of the network that may become necessary due to additional traffic requirements.

10.2 The manufacturer shall guarantee that spare parts for the system shall be available for a minimum five years after expiry of warranty period and thereafter at least, six months in advance notice shall be given to the RailTel before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the RailTel to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.

10.3 Deleted.

11. Issue of Letter of Acceptance (LOA)

The bidder shall within 7 days of issue of the LOA, give his acceptance and submit performance bank guarantee within 30 days as per clause 5.

12. BID PRICES

- 12.1 The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees or in any major foreign currency for the imported items (FOR/CIP destination).

The tenderer may quote, supply and be paid in major foreign currency such as US dollars, EURO or British pounds etc. for imported items. Tenderer shall invoice based on CIP destination Value and RailTel shall pay the applicable Custom Duty / IGST directly to custom authorities without further deduction from this CIP destination Value due to Tenderer.

The Indian subsidiary of the tenderer may quote, supply and be paid in Indian Rupees for locally purchased items (if any) and services.

- 12.2 The breakup of price of each item of SOR in terms of basic Unit price, Custom duty, CGST/SGST/IGST/GST and other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.
- 12.3 **FALL CLAUSE:** The firm shall undertake that in case the firm offers same material at a lower price to any other purchaser in India including Central / State / Government Organization or Public Sector Undertaking, during the validity of Rate Contract, the equal benefit of lower prices will be passed on to RailTel.
- 12.4 Except in conditions of clause 12.3 above, the price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 12.5 The bidder hereby undertakes a responsibility to fulfill all the formalities in relation to custom clearance on behalf of RailTel.
- 12.6 The prices quoted by the bidder are fixed and the break-up of all the taxes & duties like import duty, Custom duty, CVD, etc was also submitted in its price bid as stipulated in clause No. 6.1 / Chapter 4 of the tender document. In case if RailTel will have to pay taxes exceeding the rates submitted by the bidder in the price bid, the same shall be deducted from the running bills/ invoices by RailTel, except any changes in statutory duties/taxes after opening of bid will be dealt in accordance with the provisions contained in clause 6.9 of chapter 4. Bidder has to submit an Indemnity Bond as per Form 3 of chapter-5 along with the bid.

13 Clause wise Compliance

Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

14 Inspection

14.1 Pre-shipment/pre-dispatch inspection of the material/equipment/interface cards should be offered and carried out at manufacturer's/supplier's works by RailTel's authorized representative. The proposed inspection date should be shared with RailTel within 3 weeks from the date of receipt of SPO (Sub Purchase Order) by the supplier. Travelling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost."

All the required information/ documents like approved FAT procedure, Pre FAT report, Serial numbers of equipments etc. will be provided by M/s ADVA at the time of invitation for FAT.

14.2 Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc. and their Quality Assurance Plan.

14.3 In case material/equipment/interface card fails during inspection, the fresh lot of material/equipment/interface card shall be offered by the manufacturer/supplier without any extra cost. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

15. FORCE MAJEURE

Force majeure shall mean-

- War, hostilities (whether was be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- Ionizing radiation, or combination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

16. SETTLEMENT OF DISPUTES

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiation. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. The Arbitral Tribunal shall consist of the sole arbitrator appointed by mutual agreement of the parties. All arbitration proceedings shall be conducted in English.

17. Deleted.

18. GOVERNING LAWS

This contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

19. TERMINATION FOR DEFAULT

19.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part

- (a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
- (b) If the supplier fails to perform any other obligation(s) under the contract; and
- (c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

19.2 Deleted.

20. TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

21. Bid Submission and Opening Date: Bid should be duly submitted online using e-Procurement Portal: <https://railtel.enivida.com> as per the instructions given in chapter 4A & 4B.

21.1 Each and every page of bid should be signed in ink & stamped by authorized representative of the firm. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.

21.2 Deleted.

- 21.3 The **original copy of Power of attorney and Indemnity bond** shall be submitted at the following address so as to reach up to 15:00 hours of due date :

Rail Tel Corporation of India Ltd.

Plate-A, 6th Floor, Office Block-2,

East Kidwai Nagar,

New Delhi-110023

- 21.4 The envelope containing **original copy of Power of attorney and Indemnity bond** shall bear name of work, the tender no, and the words “DO NOT OPEN BEFORE” (due date).

- 21.5 Deleted.

22. **Security Considerations & Security Agreement**

The supplier shall comply to the provisions as per the Amendment of the National Long Distance (NLD) Service License Agreement for security related concerns for expansion of Telecom Services in various zones of the country issued by Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011 (hereinafter “DoT directive”). The supplier shall only be obligated to pay penalties if RailTel has given the supplier prompt written notice of any alleged or threatened security breach as per DoT directive and has withdrawn promptly the complete equipment and products of the supplier from its network to prevent any further security breach (same as first breach or any other breach).

For clarification, the same breach in the supplier's equipment, products and services purchased under the same tender shall be considered as a single breach for the purpose of levying penalty and any payment by the supplier. For the avoidance of doubt, in case RailTel decides not to withdraw the supplier's equipment and products completely from its network upon detecting a security breach, any further claims for payment of penalties and damages shall be excluded.

23. **Earnest Money Deposit (EMD)/ Bid Security**

- 23.1 The tenderer shall is **required to deposit EMD amount as mentioned in NIT through e-Nivida Portal** as “Earnest Money”. EMD in no other form shall be accepted.
- 23.2 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) against rate contract.
- 23.3 **Offers not accompanied with Earnest Money shall be summarily rejected.**
- 23.4 Not used.
- 23.5 The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee in accordance against Rate Contract.

23.6 Earnest Money will bear no interest.

24. Risk & Cost

If the contractor fails to deliver the equipment or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase order/LOA/ contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at no risk and cost to contractor. However, the security deposit of tenderer shall be forfeited/ Performance Bank Guarantee shall be encashed. The failed tenderer shall not be permitted to take part in the tender for balance work.

24.1 The Maximum Liability of tenderer to any Loss/Damages to RailTel including Liquidated Damages and Performance Guarantee shall be limited to 100% of Value of contract.

(End of Chapter- 4)

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CHAPTER-4A

INSTRUCTIONS TO THE BIDDERS

General

These are the Special Instructions to the Bidders for Tendering.

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

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

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

1.0 Submission of the bid:

The bidder is required to submit the bid in a single packet system in eNivida portal before due date & time of submission of bids specified in this tender document.

2.0 Following documents shall be submitted in the bid as given below:

- 1) Offer Letter complete.
- 2) Schedule of Requirements shall contain the price of each item quoted exactly according to the proforma of schedule of requirements and price breakup in Annexures.
- 3) Duly stamped and signed /digitally signed Tender Document/ Corrigenda/Addenda.
- 4) E-receipt of EMD.
- 5) Power of Attorney.
- 6) Technical proposal, Design document along with the Solution of tenderer in conformity with system requirement of the tenderer, if any.
- 7) Clause wise compliance to tender conditions.
- 8) Indemnity bond form-3 of chapter 5.
- 9) Long Term Maintenance support form no-2 of chapter 5.
- 10) Any other document asked in the tender but not listed above.

Note: Non submission of the above-mentioned documents may lead to rejection of the bid

3.0 Fax Quotations & Late Tenders:

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

4.0 Attendance of Representatives for Tender Opening:

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

5.0 Addenda / Corrigenda:

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

6.0 Bid submission and Opening date

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

7.0 Submission of offline documents:

Original copy of following documents shall be submitted by tenderer offline at RailTel Corporate Office, East Kidwai Nagar before due date & time of submission of bid:

- a. Power of Attorney.
- b. Form No. 3 (Indemnity Bond).

The packet containing the original copies as per above should be sealed by the personal seal of the bidder. The envelop shall bear name of work, the tender no. and the words "DO NOT OPEN Before" (-due date and time -).

(End of Chapter- 4A)

CHAPTER-4B

E-tendering Instructions to Bidders

GENERAL:

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Chapter- 4A of the Tender Document. Submission of Bids only through online process is mandatory for this Tender.

The link of e-procurement portal is also given on our official RailTel portal i.e www.railtelindia.com under TENDER TAB.

Bidder Enrolment can be done using "**Online Bidder Enrolment**".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at:

<https://railtel.enivida.com>.

GUIDELINES FOR REGISTRATION:

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

6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in PDF format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Deleted.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the 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.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

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

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

Phone No. 011-49606060/9205898228

Mail id: - eprocurement@railtelindia.com

(End of Chapter- 4B)

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CHAPTER-5

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GAURANTEE BOND
(On Stamp Paper of Rs one hundred)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., Plate-A, 6th Floor, Office 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.....made 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, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(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) / Tenderer(s) shall have no claim against us for making such payment.
4. 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
..... We shall be discharged from all liability under this Guarantee thereafter.

5. 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) / Tenderer(s).

We, the Bank further agree that this guarantee shall be invokable 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 undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of ,2022

for
(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

**PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT
(To be signed by the O.E.M.)**

To
The Director,
RailTel Corporation of India Limited

I / We hereby confirm and accept that against RailTel Tender No., the requirement of Long Term Maintenance Support as per Clause 3.3 of Chapter-4 shall be met **by us directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We have gone through the requirement mentioned in the Tender document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.
2.

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Indemnity bond

THIS BOND OF INDEMNITY IS MADE on this day of 2021

BY

M/s.(name of the party), a company registered under the law and regulations of ...Country Name), having its registered office at (hereinafter called "the bidder"), acting through (authorized representative in India), of the ONE PART.

IN FAVOUR OF

RailTel Corporation of India limited, CIN: U64202DL2000GOI107905, incorporated and existing within the meaning of section 2(20) Companies Act, 2013 and having its registered office at Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi-110023 and its Corporate office at Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi-110023 (hereinafter called "the RailTel") of the OTHER PART.

WHEREAS the bidder have participated in a tender no. _____, floated by RailTel, and have submitted its bid on _____.

AND WHEREAS it is agreed by the the bidder is that in case the bidder successful in the said tender and APO/LOA/PO is issued by RailTel then this Indemnity Bond will become effective from the date of award of tender on the terms and conditions stated here-in-below:

1. As per clause No.3.2B and clause No. 12.5 of Chapter 4 of the tender document, the bidder hereby undertakes a responsibility to fulfill all the formalities in relation to custom clearance on behalf of RailTel.
2. The prices quoted by the bidder are fixed and the break-up of all the taxes & duties like import duty, Custom duty, CVD, etc was also submitted in its price bid as stipulated in clause No. 6.1 and 12.6 of Chapter 4 of the tender document. In case if RailTel will have to pay taxes exceeding the rates submitted by the bidder in the price bid, the same shall be deducted from the running bills/ invoices by RailTel, except any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account.
3. Subsequent to the Import, if any penalty will be imposed by the Tax Authority on RailTel due to wrong declaration/ evasion of tax by using wrong HS code/ incorrect price break-up declaration by the bidder then the bidder shall fully indemnify and save RailTel harmless from and against any and all loss/damages so incurred/ arising out of or with the or with respect to incorrectly informed HS code or wrong declaration in Bill of Entry or incorrect /wrong declaration of Price breakup of indicating all taxes of unit rates against various items of schedule of requirement and associated Bill of material.

4. The bidder shall undertake to complete all the formalities on behalf of RailTel as may be required as per Custom Act, Foreign Trade Policy and other applicable laws, and shall keep RailTel indemnified against all the cost/ penalties/ losses so incurred due to non-compliances with said formalities. If any penalties/ fines will be imposed by the appropriate authority on RailTel due to any irregularities or non-compliances/ wrong declarations or offences committed under custom rules and regulations and other allied laws, shall be borne by the bidder.
5. RailTel shall be kept indemnified by the bidder against all actions taken by the Govt. or any other agency/ authority for the aforesaid acts of commission and omission.
6. RailTel shall be free to deduct any liability so incurred due to any wrongful act/ application done/ made by the bidder at the time of custom clearance, from any of the outstanding amount which is due for payment or any performance bank guarantee available with RailTel against the subject contract or any other ongoing contract.

IN WITNESS WHEREOF, the bidder have hereunto set its hands on the day and year first hereinabove written.

Signature

(Bidder)

WITNESSES

- 1.
- 2.

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RAILTEL

Annexure-I

Detailed standard conditions applicable for the Annual Maintenance Contract (Clause 3.3.5, Chapter-4 of Tender Document)

1.0 Introduction

This document contains the standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor. Contractor is defined as the company whose products/equipments have been deployed over the RailTel telecommunication network and the warranty of these equipments has expired or going to be expire shortly. All the ADVA make equipments/ cards/ modules given in SOR will be covered under this contract. This Annual Maintenance Contract will cover up the provision of remote services to be provided by the contractor for proper working of Network created through the contractor's equipments. This document will also cover up the Repair and Return services for the rectification of defective modules/cards/parts etc which are the key tools in use for uninterrupted traffic. It also includes the Key performance parameter which will decide the outcome of the contractor within reasonable time frame along with the provision of penalties. This Annual Maintenance Contract will cover the following services:

- **Technical Support service.**
- **Repair and Return Services**
- **Software Updates.**

2.0 Basic Definitions and terminology Used:-

RailTel: RailTel Corporation of India Limited having its registered office at Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi-110023 and Corporate Office at Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi-110023.

Contractor: Contractor means firm/company whom equipments are deployed over the Telecommunication Network of RailTel.

TSC: Technical Support Center created by the Contractor for 2nd level support.

TEC: Telecom Excellence Center created by the contractor for 3rd level support.

WC: Welcome Center of contractor through which the RailTel may interact with contractor.

AR: Assistance Request created by WC of contractor for a specific request of RailTel which will be used for all references until its closure and also for future correspondence.

Maintained Products: Details of equipments with location wise deployment and serial identification numbers to be incorporated in a statement jointly signed by RailTel and ADVA officials, which will be covered under AMC contract.

Severity Levels:

Severity Levels are defined as the condition of the system when RailTel submits an Assistance Request (AR). There are three severity levels for reported problems. Severity levels are defined as follows:

“Critical” (also known as Severity Level 1, SL1): The system is inoperative and RailTel’s inability to use the product has a critical effect on RailTel’s operations. This condition is generally characterized by complete system failure and requires immediate correction.

“Major” (also known as Severity Level 2, SL2): The system is partially inoperative but still usable by RailTel. The inoperative portion of the product severely restricts RailTel’s operations, but has a less critical effect than a severity level 1 condition.

“Minor” (also known as Severity Level 3, SL3): The system is usable by RailTel, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall RailTel operations.

RailTel shall inform the severity based on above definitions, at the time of opening of AR with ADVA TSC. If TSC feels to disagree on the severity, may discuss with RailTel on correction of severity. Where parties disagree on the classification of a particular reported problem, RailTel and Contractor’s technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event, the parties are unable to reach agreement on the classification, the reported problem shall be classified at the discretion of RailTel.

Key Performance Indicators (KPIs):

The key performance indicators (KPI) established by contractor and RailTel, are dependent on the severity level of the request as reported by RailTel to the TSC through telephone. Contractor’s KPIs extend to Maintained Products running on a currently supported software version release only. These are KPIs which will decide the penalties to be imposed on contractor if he fails to achieve the fixed parameter for both remote services and Repair & Return services.

“Response Time” (also known as Specialist Call-back) means the time period from when RailTel first notifies the Contractor’s welcome center of a reported problem to when an contractor’s expert attempts to contact RailTel via telephone or preferred contact method as defined when submitting the request.

“Restore Time” (also known as Remote Neutralization) means a measure of the length of time from when contractor is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when contractor provides the means to return a system to operational status. This will be applicable only for services impacting cases. Travel time of field’s engineers or TSC engineers and spare arrangement times will be excluded in this.

Resolve Time (Also known as Final Resolution Time) means a measure of the length of time from when RailTel first notifies the contractor's welcome center to the time when a solution to address the issue is made available to RailTel. This may or may not occur simultaneously with Restore Time.

Patch Releases/Maintenance Releases:-

"Patch Release" means a software release that contains minor modifications to address a specific problem and help restore a system. A Patch Release may also be known as "Craft Release".

"Maintenance Release" means a software release that contains modifications intended to resolve problems that prevent products from performing up to the manufacturer's technical specification. Typically they are comprised of a collection of Patch Releases. Maintenance Release may also be known as an "Update Release" or a "Point Release".

3.0 Technical Support Service:-

During this AMC period, whenever needed, RailTel may contact the Contractor's Support center (WC) through a dedicated phone no. or e-mail address or Web for every issue or request. The Welcome Center of the Contractor (WC) will be available 24 hours a day and 365 days of the year. Welcome Centre creates the Assistance Request (AR) in the database and this AR will be used for all future correspondence /references and it will route to either for Repair or Return services or to Technical support center (TSCs) for remote assistance. These level 2 services provided through Technical support center may escalate to Technical Experts centre or to OEM dedicated technical support centers (for OEM support for hardware and /or software portion of the products).

The Welcome centre of contractor (WC) keeps track of the assistance request (AR) or part request until closure.

3.1 Contractor's responsibilities:

Contractor shall login RailTel Network in support of product related questions troubleshooting assistance, diagnostic procedures, and Patch & Maintenance Releases, as are made available, to restore and resolve network troubles. The following services will be provided:

- 3.1.1 Troubleshoot network problems via phone, virtual private network, or modern connection down to Maintained product component level, or sufficiently to the maintained products as the root cause.
- 3.1.2 Provide technical advice and guidance via telephone or email by Contractor's product specialists located in their Technical Support Centers (TSC). Upon request from RailTel, RailTel will receive information, advice and assistance for the Maintained Products.
- 3.1.3 Provide Patch & Maintenance Releases for Maintained Products, as provided in accordance with the applicable product software support policy. For selected products noted on Maintained Products Contractor will remotely install software fixes, patches, and updates that may be made available.
- 3.1.4 For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware

components or providing software and/or procedural workarounds, where feasible. All software workarounds will be licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.

3.1.5 Deleted.

3.1.6 The Incharge of DWDM equipments shall fill up the history sheet containing the statistics about the health of DWDM equipments installed at the concerned site and send a report to the NOC, on monthly basis. Based on this history sheet the supplier shall analyze the health report of each site and if something alarming or unusual is noticed, shall advise the field staff of RCIL to take necessary actions for preventive maintenance of such equipments. The Proforma for checking the status/history sheet shall be jointly decided by the contractor and RCIL.

3.1.7 Software Update:

RailTel will be extended the benefits of software updates made by OEM on the installed systems on existing release from time to time to improve performance. If required to restore or rectification of severe problems all the software up-gradation, re-installation will be done by contractor during the period of AMC.

3.2 RailTel Responsibility:-

When reporting an AR, RailTel shall include Severity Level of problem and output of any diagnostic, printed logs, already performed to help reproduce the conditions under which the trouble occurred. Identify site ID or contact number, submitter name & location, callback telephone number and/or email address, system name and location, processor location, type and serial number, and alternate contact.

3.2.1 RailTel will notify contractor in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.

3.2.2 RailTel will provide remote access to ADVA TSC to access their network, either through VPN, ISDN or Team viewer.

3.2.3 RailTel will perform first level diagnostics before handing over the ticket to ADVA. RailTel will share all network layouts, link details etc which may be needed by ADVA to help troubleshooting the issue.

3.2.4 RailTel will provide all necessary documents for repair of cards.

3.2.5 RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipments etc. to give remote access to ADVA.

4.0 Repair and Return Services

4.1 Repair

4.1.1 Contractor's Responsibility:

- The Contractor will take- over the defective cards/SFPs from each of the RailTel NOC and hand-over the repaired card at the same location. The following activities will be performed by the contractor:

- After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from each of the RailTel NOC. All the documentation including identification number (Serial number) will be provided by RailTel.
- There will be initial one time activity of all existing faulty cards being repaired by ADVA before commencement of the AMC. AMC will cover only equipments which are in working condition.
- **Delivery Period:** The received defective part will be got repaired by the contractor within 30 days from the date of receiving and will be handed over to RailTel authorized representative at NOC. The contractor will also give probable reason for repeated failure of cards/ modules.

Uninterrupted Network: For smooth and uninterrupted traffic during the repair being carried out by the contractor.

1. RailTel will use its own spare card in the first instance.
2. If contractor fails to return the repaired card within stipulated time of 30 days from the date of receipt then the OK (good conditioned) cards/SFPs/parts etc will be provided by the contractor for the subsequent in this period free of cost till replacement with the repaired card.
3. All transportation, freight and insurance charges will be borne by the contractor.
4. Contractor will keep the record of repair on each defective part/cards/SFP with serial numbers (unique identification) particulars.

4.1.2 RailTel's Responsibility

RailTel will hand over the defective card/SFP/Parts/etc. to the contractor's authorized representative at each of the RailTel NOC along with the following relevant information & documentation.

- Identification/serial number and location of use.
- Fault report document duly filled-in in a format as per requirements of ADVA.
- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.
- Perform a physical check test on the repaired parts.

4.2 Return

If any part goes beyond repair due to ADVA at the time of repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as "unworkable". If it will be required to deploy a new part on that location that will be provided by the contractor to RailTel free of cost. To achieve this, contractor is required to always keep adequate spares with it during the period of AMC. However this excludes damaged, spoiled, rusted or misused parts. Any such parts will be not-

repairable and no replacements shall be provided by contractor. RailTel will have to purchase fresh spares in case the cards are non repairable due to these reasons.

5.0 Services Level Agreement Values (SLA):

As described above, if the contractor fails to provide the Technical Support Services and Repair services within the reasonable time, the following KPIs will be used.

5.1 Technical Support Services KPIs & SLA:

Severity Levels/KPIS	Critical	Major	Minor
Respond	1Hr	3Hr	5Hr
Restore	6 Hr	BE	BE

*BE-Best Effort

5.2 Repair and Return Services

If the contractor fails to return the card with 30 days, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected part/module
All Modules and accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected part/module
All Modules and accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected part/module
All Modules and accessories	More than 60 days (from the date of receipt)	Full cost of affected part/module

6.0 Deleted.

7.0 General Conditions:

7.1 Period of AMC

This Annual Maintenance Contract will be valid for a period of 5 years from the date of issue of LOA for AMC. This period (i.e. 5 years) may be extended further with mutual consent of RailTel and Contractor.

RCIL at its discretion is free to change the location of the equipments installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms.

7.2 Performance Bank Guarantee:-

The contractor is required to submit a Performance Bank Guarantee (PBG) within 30 days from the date of issue of LOA for AMC @ 10% or kept as per Government of India guidelines applicable at the time of issue of PO for AMC of the value of the AMC contract's annual value valid for a period of 5 years from the date of issue of LOA. The Proforma for PBG is given in Form No. 1 of tender document. If the AMC period got extended, the PBG will also be extended accordingly.

The performance Bank Guarantee will bear no interest.

Extension of time for submission of PBG beyond 30(thirty) days and up to 60 days from the date of issue of LOA/SPO may be given with the approval of contract signing authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. 31st day after the date of issue of LOA/SPO.

7.3 Prices and Taxes:-

- The prices for the services shall be in INR which will be the currency of account invoicing and payment.
- If in respect of the provision of services, Contractor has to pay the additional admissible taxes, the same will be get reimbursed after receiving the documentary proof by RailTel.
- Price will not include the cost of any financing (if any).
- Deleted.

7.4 Payment Terms:-

1. AMC charges shall be paid on quarterly basis by the respective Executive Director of the concerned Region after successful completion of maintenance within 30 days from the date of invoicing accompanied with Invoice, Monthly trouble ticket report, Monthly repair report subject to any deductions or recovery (which the RailTel may be entitled to make under contract) through RTGS. Monthly reports will be shared with RailTel regularly. Format will mutually decided by RailTel and ADVA.
2. Deleted.

7.5 Execution of contract

The executive Directors of respective regions or his nominated representatives will be responsible for the execution of the contract under their respective jurisdiction. Certificate regarding proper execution of the AMC along with proposed deductions/penalties with reasons thereof shall be prepared for every billing cycle (quarterly) for arranging payment to the contractor.

7.6 Deleted.

7.7 Deleted.

7.8 Tenderers Address

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

7.9 Deleted.

7.10 Law governing the contract.

The contract shall be governed by the law for the time being in force in the Republic of India. Compliance to regulations and bye-laws-The contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulation or bye-laws as aforesaid and to pay all fees and taxed payable to any authority in respect thereof.

7.11 Force Majeure clause:-

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulation, order of requisitions issued by any Government Department of Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, Provided further that if the performance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

7.12 Illegal Gratification:-

Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or anyone on his behalf to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition or any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

The contractor shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so,

the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any shall offence or compensation payable to the RailTel under this clause shall be settled by the Regional General Manager of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payment for the work done up to date of rescission.

7.13 LABOUR

Wages to Labour- The contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there-under in respect of any employees directly or through petty contractors or sub contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If in compliance with the terms of the contract, the contractor supplied any labour to be used wholly or partly under the direct orders and control of the RailTel whether in connection with any work being executed by the contractor or otherwise for the purpose of the RailTel such labour shall, for the purpose of the clause, still be deemed to be persons employed by the contractor. If any moneys shall as a result of any claim or application made under the said Act be directed to be paid by the RailTel, such moneys shall be deemed to be moneys payable to the RailTel by the Contractor and on failure by the contractor to repay any moneys paid by it as aforesaid with seven days after the same shall have been demanded, the RailTel shall be entitled to recover the same form any moneys due or accruing to the contractor under this or any other contractor with the RailTel.

7.13.1 Apprentices Act

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued the re-under from time to time in respect of apprentices directly through petty contractors or sub-contractors employed by him for purpose of carrying out the contract. If the Contractor directly or through petty contractor or sub-contractors fails to do so, his failure will be breach of the contract and the RailTel may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

7.13.2 Provisions of Payments of Wages Act-

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which may be ordered to be paid by the Engineers shall be deemed to be moneys payable by the Engineer on moneys due to the contractor in terms of the contractor (whether

under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

7.13.3 Provision of Contract Labour (Regulation and Abolition) Act 1970

1. The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.
2. The contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
3. The contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.
4. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
5. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his

giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

7.13.4 Reporting of Accidents to Labor

The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

7.13.5 Provisions of Workmen's Compensation Act-

In every case, in which by virtue of the provision of section 12 sub section (1) of the Workmen's Compensation Act, 1923, RailTel is obliged to pay compensation to workman directly or through the petty contractor employed by the contractor or sub-contractor, in executing the work, RailTel will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of RailTel under section 12 sub section (2) of the said Act. RailTel shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by RailTel to the Contractor whether under these conditions or otherwise, RailTel shall not be bound to contest any claim made against it under Section 12, Sub Section (1) of the said Act except on the written request of the contractor and upon his giving to RailTel full security for the all costs for which RailTel might become liable in consequence of contesting such claim.

7.14 Determination of Contract:

Right of RailTel to determine the contract: The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons thereof shall be conclusive evidence thereof.

Payment on determination of contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and property of such expenditure shall be final and conclusive.

The contractor shall have no claim to any payment of compensation of otherwise, however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

7.15 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

As per clause 19, chapter-4 of tender document.

7.16 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

7.17 SETTLEMENT OF DISPUTE AND ARBITRATION:-

- Any dispute or difference whatsoever arising between the parties out of 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.
- All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or

application may be made to such court for the order of enforcement as the case may be.

- The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties. The award by the Arbitral Tribunal shall be final and binding on both the parties, i.e. contractor and RailTel Corporation of India Ltd. The courts at New Delhi shall have exclusive Jurisdiction.
- Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, 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.

******END OF TENDER DOCUMENT******

