

b) Ribbon fibre organizer tray

Note : These shall be offered for testing and supplied, if ordered.

5.12.1.1 Single Circuit organizer Tray :

The single circuit organizer tray shall be to accommodate 2 fibres. This module of hinging trays shall store fibres and splices on single circuit basis . It shall provide network flexibility point for the expansion and reconfiguration of the network. The organizer shall not cause the transient losses while fibre is handled and shall reduce the transmission errors. It shall possible to store 900 mm to 1500 mm of fibres and pigtails in each tray maintaining a minimum bend radius of 35 mm. It shall have following features :

- a) Fibre Organizer shall be non-metallic made of ABS material and shall conform to the requirements as specified in annexure-III and the upper tray shall have a suitable cover of ABS Material.
- b) Splice Tray shall allow for coiling of fibres with primary (0.250mm) and secondary (0.9 mm) coating.
- c) It shall be possible to accommodate the following type of splice in each tray :
  - i) Splicing of primary-coated fibres (0.250 mm)
  - ii) Splicing of secondary - coated fibres (0.9 mm) to primary-coated fibres (0.250 mm)
  - iii) Splicing of secondary-coated fibres (0.9 mm) to secondarycoated fibres (0.9 mm)
- d) Slots of the splice tray shall be able to fix the splice protection sleeves in such a way that they will not shift or move inside the splice tray or come into conflict with the fibre coils once fixed in a slot of the tray. The slots shall not cause any stress or strain neither on splice protection shelves nor on the optical fibres.
- e) The fastening arrangements for entry of the fibres into the splice tray shall be suited to secondary coated fibres and primary coated fibres in tubes, without there being any risk of bending loss or damage to the fibres or the secondary tubes.
- f) It shall be possible to take any individual fibres out of the splice tray for repair during normal operation, without damaging the remaining fibres.
- g) The connectorised Pigtails shall be pre-installed in the system.
- h) The suitable bend controls shall be provided to ensure proper guiding of pig tails and patch cords.
- i) It shall be possible to arrange a splice of a ribbon type of cable having 12 fibre per ribbon. The manufacturer shall supply the suitable trays, if required. The details of the fibre ribbon management and the splicing of the such ribbons along with the accessories and spares shall also be submitted.

5.12.1.2 Ribbon fibre organizer Tray:

The manufacturer shall offer two types of splicing trays :

- i) To splice 12 fiber ribbon to 12 fiber of ribbon type of optical fibre cables.
  - ii) To splice 12 fiber ribbon to 12 individual fibers of optical fiber cables.
- Fibre Distribution Management System (Type-I, Type-II & Type-III) (GR No.GR/FDM-01/02 APR 2007)

The module shall be of hinging type and shall store fibres and splices on single element basis (for individual fibre, the splicing and storage shall be on single element basis or 12 fibre whichever is lower). The hinges shall

be provided on length side of the organiser. It shall provide network flexibility point for the expansion and reconfiguration of the network. The organizer shall not cause the transient losses while fibre ribbon is handled in other organiser. It shall possible to store minimum 1500 mm of ribbonised fibres and pigtailed in each tray maintaining a minimum bend radius of 35 mm . It shall have following features :

- a) Fibre Organizer shall be non-metallic made of ABS material and shall confirm to the requirements as specified in annexure-III and the upper tray shall have a suitable cover of ABS Material.
- b) Splice Tray shall allow for coiling the encapsulated ribbon fibres and the ruggedised fibres with fan out arrangement.

c) It shall also be possible to accommodate the following type of splices in each tray :

- i) 2 Splices of 12 fibre ribbon
- ii) Splices for 12 individual fibre to 12 fibre ribbon with fan out unit. (This shall be offered for testing but supplied, if ordered)
- d) It shall also be possible to accommodate the splice of primarycoated encapsulated ribbonised fibres.
- e) Slots on the splice tray shall be able to fix the splice protection sleeves in such a way that they will not shift or move inside the splice tray or come into conflict with the fibre coils once fixed in a slot of the tray. The slots shall not cause any stress or strain neither on splice protection sleeves nor on the optical fibres.
- f) The fastening arrangements for entry of the fibres into the splice tray shall be suited to ribbonised primary coated fibres in tubes, without there being any risk of bending loss or damage to the fibres or the secondary tubes.
- g) The connectorised Pigtailed shall be pre-installed in the system.
- h) The suitable bend controls shall be provided to ensure proper guiding of pig tails and patch cords.

#### 5.13 Patch Panel :

5.13.1 The patch panel shall be mechanical assembly which shall provide the facility and function of pigtailed/patch cords patching and making connections. The patch panel shall have the capacity to meet maximum 48 Nos. of FC-PC/SCPC/LC-PC type of connectors adaptors and these shall be pre-mounted and installed.

Note :- The Pigtailed, Patch cords and FC-PC/SC-PC/LC-PC type of Optical Connector adaptors shall meet the requirement of TEC GR No. GR/OFJ-01/04. APR 04/GR/OFJ-02/01 MAY 04 and the subsequent amendment issued, if any. The pigtailed from the FAS to the patch panel up to the FAS and the organizer shall be pre-arranged and pre-installed. The manufacturer shall indicate the diameter of the pigtailed supplied.

#### 5.13.2 Features of Patch Panel :

- a) It shall be accessible from front side for easy handling.
- b) It shall have the facility to store extra length of pigtailed and patch cords.
- C) It shall accommodate patch shelf trays hinge clipped.
- d) The connector adaptors shall be pre-installed in the patch panel shelf trays.

e) Pigtail/ Patch cord storage drums and duct shall be provided to store extra length of pigtails/patch cords. A pigtail of minimum 2m in length from FAS to PPS (Patch Panel Shelf) shall be provided.

#### 5.14 Spares and Accessories :

The manufacturer shall supply the sufficient required accessories and spares for the installation of the system.

**OFFER LETTER**

**Annexure-II**

Sr.DGM/O&M,  
Northern Region, RailTel  
6th Floor, 3rd Block,  
Delhi Technology Park,  
Shastri Park, New Delhi,  
Delhi-110053

Ref: - Tender No.....Dated: xx.xx.2024

It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 45 days from the date of opening of the bid.

3) Online payment vide transaction No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ Lacs in favor of RailTel Corporation of India Ltd, towards EMD has been paid through the details as mentioned in tender notice/ tender document.

The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **30 days** after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

**PROFORMA FOR PERFORMANCE BANK GUARANTEE  
PERFORMANCE BANL 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 ,2024**

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

**Witness:**

1. Signature  
Name
2. Signature  
Name

**Manufacturer Authorization form (MAF)**

DGM/O&M  
RailTel Corporation of India Ltd.  
6th Floor, 3rd Block,  
Delhi Technology Park, Shastri Park,  
Delhi – 110053.

Date: \_\_\_\_\_

**Subject: Manufacturer Authorization form (MAF) to M/s ..... for .....**

**Ref: Tender No.....dated.....**

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of .....(Product details), having our registered office at .....

We hereby authorize M/s ..... (bidder name), Office ..... to participate in bid and subsequently upon award of the bid to execute the **“Supply of OTDR, Splicing Machine, Cable Locator,Laser,Source,Power Meter,Tool Kit, FMS & Joint Enclosures through GeM Bid”** of our range of products against your above said bid.

We further extend our warranty for three years for our range of products offered by M/s ..... against the above-said bid.

Thanking you,  
Best regards,

**Authorised Signatory**

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

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

I.....(Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s.\_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No. \_\_\_\_\_ of (-----Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s), am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from electronic-tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.**
- (vi) **I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for 2 year on entire RailTel. Further, I/we (*insert name of the tenderer*)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.

(viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for two year on entire Railtel.

**DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER**

**VERIFICATION**

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

**DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER**

Place:

Dated:

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

**GUIDLINES REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s)

who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Certificate to be given by the Tenderer:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**Certificate to be given by Tenderer for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**Annexure-VII**

**PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING  
(To be signed by the Bidder)**

**To,**

**DGM/O&M,  
RailTel Corporation of India Limited  
6th Floor, IIIrd Block,  
Delhi Technology Park, Shastri Park,  
New Delhi-110053**

**Tender Reference No.:**

**Sub:** NIL Deviation Compliance

Over and above all our earlier conformations and submissions as per your requirements of the tender, we confirm that,

1. All SOR item proposed in scope supplies are compliant to the technical specifications of the equipment as mentioned in the Annexure-I of ITB Document.
2. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document including all corrigenda.
3. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Tender document including all corrigenda, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in **REJECTION** of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

**Detailed standard conditions applicable for the Contract**

**1. 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, not withstanding 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.

**2. 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 by e-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**3. Force Majeure clause:-**

If at any time ,during the continuity 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 periodas 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.

#### **4. 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 monetary 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.

#### **5. 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.

#### **6. 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. 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 contract (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.

## **8. 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 fulfil 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 fulfil 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.

### **9. 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.

### **10. 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.

### **11. 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.

## **12.TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

The purchaser, without prejudice to any other remedy for breach of contract, such as removal from the list of registered supplier, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:

- i) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted; and
- ii) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
- iii) If the tenderer, 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.
- iv) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
  - a) Forfeiture of the performance security;
  - b) Upon such terms and in such manner as it deems appropriate, goods similar to those undelivered may be procured and the supplier shall be liable for all available actions against him in terms of the contract (popularly called risk purchase); and
  - c) However, the supplier shall continue to fulfil the contract to the extent not terminated.

## **13.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..

#### **14.SETTLEMENTOFDISPUTEANDARBITRATION:-**

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

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.

Note: In case of conflict between the terms mentioned in ITB/ATC and GeM General Terms and Conditions, the terms mentioned in ITB shall prevail.

**Technical Specification Compliance Sheet**

<b>S.N</b>	<b>SOR Item</b>	<b>Specification Compliance(Yes/No)</b>
1	SOR-1(Optical Fiber Splicing Machine )	
2	SOR-2(Optical Time Domain Reflectometer (OTDR) )	
3	SOR-3 (Cable Locator)	
4	SOR-4(Optical Laser Light Source )	
5	SOR-5(Optical Power Meter )	
6	SOR-6(Optical Tool Kit )	
7	SOR-7(Joint Enclosure (24 Fiber))	
8	SOR-8(FMS SC/APC(48 Port))	

## FORM – I

### Format for Bid Security Declaration

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

Whereas, I/We \_\_\_\_\_ (Name of Agency) has submitted bid for \_\_\_\_\_

(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the MSE bidders as per Govt. of India “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” issued by MoSME.

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

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

Or

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

Or

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

Or

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

Or

5) If I/We commit any breach of integrity Pact;

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date