

Information to Bidder for the “Procurement of SFPs, MCB and Power Cable through GeM”

1. The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details are also available on website www.railtelindia.com*
2. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
3. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
4. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. If OEM is quoting, then OEM should submit the certificate. In the tender, either the manufacturer or its authorized dealer will be considered as valid bidders. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.
5. Equipment offered shall have to submit data sheets indicating detailed description or same should be available on OEM web sites.
6. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.
7. GSTIN registration certificate of vendor for state should be provided from where goods will be supplied.
8. **Delivery Period, Consignee Address, Inspection, and Installation**

1. **Delivery Period:** The supplier will have to supply the material within 30 days from the date of issue of confirmed LOA/PO. If material is not supplied within the approved delivery period, then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

2. **Consignee Address:**

Sr. Manager/NCR/ Stores,

RailTel Office, 2nd floor, Thompson Road, Microwave Complex,
New Delhi-110006, Northern Region.

3. **Inspection:** Inspection shall be carried out by authorized representative of RailTel's.

1. Pre-dispatch factory acceptance inspection shall be carried out for the offered SFPs by RailTel's representative. The supplier/OEM should have test arrangements in India for the purpose of inspection.
2. The supplier/manufacturer bidder will send inspection call letter to RailTel when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority.
3. In case material/equipment fails during inspection, the fresh lot of same material/ equipment shall be offered without any extra cost, by the manufacturer/supplier. 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/cost.
4. Inspection of the material including that of raw material if deemed required shall be conducted by

approved Govt. inspecting authority of repute like RDSO or any other agency /representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.

5. The material should be offered for inspection within three weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
6. The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be complied on a daily/ weekly/ monthly basis and it shall be analyzed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
7. Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.
8. Inspection charges shall be borne by the bidder.

9. Estimated cost of tender & Earnest Money Deposit (EMD)/ Bid Security:

1. **Estimated cost of tender:** Estimated cost of the Tender is **Rs. 17.7 Lakhs (Incl. GST)**.
2. **Earnest Money Deposit (EMD)/ Bid Security: Earnest Money Deposit (EMD)/ Bid Security: Bid Security: Rs.35,500/-** in the form of Pay Order/ Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before 15:00 Hrs of Bid Opening Date. The Bid received without EMD will be summarily rejected.
3. In addition to clause 9 (2) above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of bank & address	Union Bank of India, 14/15-F, Connaught Place, New Delhi- 110001.
Name of Account holder	RAILTEL CORPORATION OF INDIA LIMITED N R COLLECTION A/C (RCIL)
Account No.	307801010917906
IFSC Code	UBIN0530786
Branch/MICR Code	Connaught Place/110026006

EMD shall be exempted to Micro & small Enterprises registered for the tendered items/ as per the latest Govt. of India guidelines. The bidders claiming the preference must submit relevant documents. The Bid received without EMD /Documentary proof of Exemption of EMD, will be summarily rejected.

In lieu of Bid Security, bidders are required to sign "Bid Security Declaration" in the format attached as Annexure-VI accepting that if they withdraw or modify their bids during period of validity etc., they will

be banned for the period of Three-year **Non-submission of Bid Security Declaration form will lead to disqualification of bid.**

10. Security Deposit/Performance Guarantee:

The successful tenderer shall submit security deposit in the form of DD/irrevocable BG from any scheduled bank for due fulfillment of contract as per the details given below:

1. Security Deposit/Performance Bank Guarantee @ 3% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, 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.
2. The security deposit/PBG shall be submitted to RCIL/RO/NR, Shastri Park, Delhi.
3. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
4. The security deposit/Performance Bank Guarantee shall be released after successful completion of contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at New Delhi.
5. In case value of BG comes to Rs. 5 Lakhs or less, same should be submitted in the form of DD/Banker cheque only.

11. Eligibility Criteria for OEM (SFP's):

1. The equipment offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government /PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online.
2. The OEM should have supplied at least 35% of the tendered quantity (rounded to the nearest whole number) of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
3. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of SFP's and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service center facilities in India also. The certificates/Undertaking for the same will have to be submitted online.

(The bidder will have to submit the proof of establishment for the facility)

12. Eligibility Criteria for Authorized Bidder of OEM:

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

1. Three similar works# each costing not less than the amount equal to 30% of advertised value of the tender, or
2. Two similar works# each costing not less than the amount equal to 40% of advertised value of the tender, or
3. One similar work # each costing not less than the amount equal to 60% of advertised value of the tender.

Similar Work means “Supply/Supply and Installation of a Work/Project in the field of IT/ICT/Telecom” for any Government department or Public Sector Units or public listed companies (as per note below).

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

13. Financial Criteria for Bidder:

The tenderer must have received total contractual payments (operating turn over) in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

- a. **Note:** Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.
- b. The bidder should have authorization, specific to this tender from respective OEM as per Annex-IV.

14. Warranty:

The materials are to be onsite comprehensively warranted for **one year** from the date of delivery to the consignee. The supplier 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 of order and shall perform in full conformity with the specifications.

15. SLA: Applicable for SFPs.

After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within time limit of max. 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller & upto max. of 100% of Unit Price of the product. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

16. Purchaser's Right to Vary Quantities:

RailTel has the right to vary any tendered item quantity $\pm 25\%$ on the same accepted rate subjected to total $\pm 25\%$ variation in total amount of accepted tender cost. Such variation offered by RailTel will be obligatory to the successful bidder while all the terms and conditions of tender will remain same.

17. Delivery period:

The supplier will have to supply the material within 30 days from the date of issue of confirmed PO. If material is not supplied within the approved delivery period, then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

18. Payment Conditions: -

- (i) 100% payment on full supply.
- (ii) 80% payment against part supply of the ordered quantity. In case bidder completes the supply order for one SOR, they can claim part payment of 80% against each SOR's completed supply of the said SORs. Balance payment shall be made after full supply.

The following documents are to be submitted for payment:

- a. Original Tax Invoice
- b. Delivery Challan
- c. Original Consignee receipt for receipt of goods in good condition.
- d. Original Inspection Certificate
- e. Warranty Certificate from OEM
- f. Proof of PG/SD submission
- g. Proof of Insurance certificate, if material supplied through transporter
- h. Bill Passing Authority: Addl. General Manager/TM/Delhi NCR
- i. Bill Paying Authority: Joint General Manager/Finance

- 19.** The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-V. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting **documents duly self-attested** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make

available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.

20. Marking of Material Supplied:

The tenderer may indicate the RailTel, Manufacture's Name, Month and Year of manufacturing, Serial numbers by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

21. On line Submissions:

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid is ____Hrs of..... ____and the bid will be opened at ____Hrs of __.__.____.

- (i) Offer letter as per Annexure-II.
- (ii) EMD Submission details.
- (iii) BOQ of offered equipment.
- (iv) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- (v) Data Sheet of offered materials.
- (vi) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vii) Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
- (viii) Certificate from the End user against the Eligibility criteria for OEM para 11.
- (ix) Proof of document required against Eligibility criteria of OEM and Bidder vide para 11 & 12 respectively.
- (x) MAF/OEM Authorization as per Annexure-IV.
- (xi) Notarized affidavit on a non-judicial stamp paper as per Annexure-V.

Note: 1) The bidder is required to give acceptance of all the clauses mentioned in the “**Information to the Bidders**” document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.

2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: _____**.

In case, if any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevail.

22. Trade Receivables Discounting System (TReDS):

TReDS feature is available on m1xchange portal, URL: <https://www.m1xchange.com>.

- i. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com> MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/ Service) while submitting the invoices if requires to avail TReDS facility.
- ii. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- iii. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- iv. RailTel shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Technical Specifications**1. All Equipment should be:**

- i. With one year onsite comprehensive warranty.
- ii. Equipped with necessary hardware/software to comply all above required / support features.
- iii. Back-to-Back warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
- iv. UL, CE and FCC Certification is not required for PMA. However, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product is equivalent to UL, CE and FCC and meets all standard and specification of UL, CE and FCC.

2. SOR wise details are as:

SOR	Item Description	Units	Qty.
SOR-1	SFP Type-I as per technical specifications of SOR-1 of Information to Bidder.	Pair	60
SOR-2	SFP Type-II as per technical specifications of SOR-2 of Information to Bidder.	Pair	0
SOR-3	SFP Type-III as per technical specifications of SOR-3 of Information to Bidder.	Pair	60
SOR-4	SFP Type-IV as per technical specifications of SOR-4 of Information to Bidder.	Pair	20
SOR-5	SFP Type-I as per technical specifications of SOR-5 of Information to Bidder.	Nos.	50
SOR-6	SFP Type-II as per technical specifications of SOR-6 of Information to Bidder.	Nos.	60
SOR-7	SFP Type-III as per technical specifications of SOR-7 of Information to Bidder.	Nos.	30
SOR-8	SFP Type-IV as per technical specifications of SOR-8 of Information to Bidder.	Nos.	20
SOR-9	SFP Type-I as per technical specifications of SOR-9 of Information to Bidder.	Pair	20
SOR-10	SFP Type-II as per technical specifications of SOR-10 of Information to Bidder.	Pair	30
SOR-11	SFP Type-III as per technical specifications of SOR-11 of Information to Bidder.	Pair	25
SOR-12	SFP Type-IV as per technical specifications of SOR-12 of Information to Bidder.	Pair	10
SOR-13	SFP Type-I as per technical specifications of SOR-13 of Information to Bidder.	Nos.	50

SOR-14	SFP Type-II as per technical specifications of SOR-14 of Information to Bidder.	Nos.	20
SOR-15	SFP Type-III as per technical specifications of SOR-15 of Information to Bidder.	Nos.	20
SOR-16	SFP Type-IV as per technical specifications of SOR-16 of Information to Bidder.	Nos.	10
SOR-17	MCB Type-I as per technical specifications of SOR-17 of Information to Bidder.	Nos.	30
SOR-18	MCB Type-II as per technical specifications of SOR-18 of Information to Bidder.	Nos.	20
SOR-19	MCB Type-III as per technical specifications of SOR-19 of Information to Bidder.	Nos.	10
SOR-20	Power Cable Type-I as per technical specifications of SOR-20 of Information to Bidder.	Nos.	2
SOR-21	Power Cable Type-II as per technical specifications of SOR- 21 of Information to Bidder.	Nos.	2
SOR-22	Power Cable Type-III as per technical specifications of SOR-22 of Information to Bidder.	Nos.	1

Technical Specification of SOR Items

SOR 1: SFP TYPE-I (SFP-1G-BIDI-10 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 10 km optical distance on single fiber.
3	Should have LC type connector.
4	Should have capacity of bidirectional transmission.
5	Should have 1 Gigabit Ethernet capacity on single mode fiber.
6	Should support DDMI feature.
7	OEM should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
8	Should have CE and FCC regulatory compliances.
9	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 2: SFP TYPE-II (SFP-1G-BIDI-20 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 20 km optical distance on single fiber.
3	Should have LC type connector.
4	Should have capacity of bidirectional transmission.
5	Should have 1 Gigabit Ethernet capacity on single mode fiber.
6	Should support DDMI feature.
7	OEM should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
8	Should have CE and FCC regulatory compliances.
9	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 3: SFP TYPE-III (SFP-1G-BIDI-40 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 40 km optical distance on single fiber
3	Should have LC type connector.
4	Should have 1 Gigabit Ethernet capacity on single mode fiber.

5	Should support DDMI feature.
6	OEM should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 4: SFP TYPE-IV (SFP-1G-BIDI-80 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support minimum 80 km optical distance on Single Fiber (ITU-G 652D) (Bi Directional on Single Mode Fiber).
3	Should have LC type connector.
4	Should provide quantity in such a way that matching pair (BX U & D) can be achieved.
5	Should have 1 Gigabit Ethernet throughput on single mode fiber.
6	Important Parameters: A. Link Budget (Max Tx Power- Receiver Sensitivity) 27 dB or better. B. Transceiver supply voltage: 3.3 V (Nominal) C. The case operating temperature -20 Degree Centigrade to +70 Degree Centigrade. D. The storage Temp: -40 Degree Centigrade to +85 Degree Centigrade E. Wavelength- 1270/1330 or 1550/1310 or 1490/1550
7	Should support Digital Diagnostic Monitoring (MSA-SFF 8472 Compliant) feature with following operating parameters: A. Transceiver temperature B. Laser bias current C. Launch Optical Power D. Received optical power E. Transceiver supply voltage: F. It will provide alarm and warning flags to alert the user when particular operating parameters are outside of a factory set normal range.
8	Complies with SFF-8431/8432 SFP+ MSA (Multi-Source Agreements Standards)
9	Applications- 1 Gbps Ethernet
10	Regulatory Compliance A. EMI/EMC compatible with FCC/EN/IEC B. B Laser Safety compatible with FDA/EN/IEC RoHS compliant

SOR 5: SFP TYPE-I (SFP-1G-Dual-10 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 10 km optical distance (1550/1310 nm) on dual fiber.
3	Should have LC type connector.
4	Should have 1 Gigabit Ethernet capacity on single mode fibre.
5	Should support DDMI feature.
6	OEM Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 6: SFP TYPE-II (SFP-1G-Dual-20 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 20 km optical distance (1550/1310 nm) on dual fiber.
3	Should have LC type connector.
4	Should have 1 Gigabit Ethernet capacity on single mode fibre.
5	Should support DDMI feature.
6	OEM Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 7: SFP TYPE-III (SFP-1G-Dual-40 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 40 km optical distance (1550 nm) on dual fiber.
3	Should have LC type connector.
4	Should have 1 Gigabit Ethernet capacity on single mode fibre.
5	Should support DDMI feature.

6	OEM Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 8: SFP TYPE-IV (SFP-1G-Dual-80 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 80 km optical distance (1550 nm) on dual fiber.
3	Should have LC type connector.
4	Should have 1 Gigabit Ethernet capacity on single mode fibre.
5	Should support DDMI feature.
6	OEM Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 9: SFP TYPE-I (SFP+ 10G-BIDI-10 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 10 km optical distance on single fiber.
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on single mode fiber.
5	Should support DDMI feature. Option should be available for both SFP+ and XFP
6	Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 10: SFP TYPE-II (SFP+ 10G-BIDI-20 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 20 km optical distance on single fiber.
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on single mode fiber.
5	Should support DDMI feature. Option should be available for both SFP+ and XFP
6	Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 11: SFP TYPE- III (SFP+ 10G-BIDI-40 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 40 kms optical distance on single fiber
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on single mode fiber.
5	Should support DDMI feature. Option should be available for both SFP+ and XFP
6	Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 12: SFP TYPE-IV (SFP+ 10G-BIDI-80 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support minimum 80 km optical distance on Single Fiber (ITU-G 652D) (Bi Directional on Single Mode Fiber).
3	Should have LC type connector.
4	Should provide quantity in such a way that matching pair (BX U & D) can be achieved.
5	Should have 10 Gigabit Ethernet throughput on single mode fiber.
6	Important Parameters: A. Link Budget (Max Tx Power- Receiver Sensitivity) 25 dB or better. B. Transceiver supply voltage: 3.3 V (Nominal) C. The case operating temperature -0 Degree Centigrade to +70 Degree Centigrade. D. The storage Temp: -40 Degree Centigrade to +85 Degree Centigrade E. Wavelength- 1270/1330 or 1310/1550 or 1490/1550 (Nominal)
7	Should support Digital Diagnostic Monitoring (MSA-SFF 8472 Compliant) feature with following operating parameters: A. Transceiver temperature B. Laser bias current C. Launch Optical Power D. Received optical power E. Transceiver supply voltage: F. It will provide alarm and warning flags to alert the user when particular operating parameters are outside of a factory set normal range.
8	Complies with SFF-8431/8432 SFP+ MSA (Multi-Source Agreements Standards)
9	Applications- 10 Gbps Ethernet
10	Performance Certificate: The bidder will submit a satisfactory performance certificate from Telecom Service Provider/ISP/Govt/PSU for the offered make of the SFP.
11	Regulatory Compliance A. EMI/EMC compatible with FCC/EN/IEC B. Laser Safety compatible with FDA/EN/IEC RoHS compliant

SOR 13: SFP TYPE-I (SFP+ 10G-Dual-10 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 10 kms optical distance on dual fiber
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on single mode module fiber.
5	Should support DDMI feature. Option should be available for both SFP+ and XFP
6	Should should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 14: SFP TYPE-II (SFP+ 10G-Dual-20 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 20 kms optical distance on dual fiber
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on single mode module fiber.
5	Should support DDMI feature. Option should be available for both SFP+ and XFP
6	Should should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 15: SFP TYPE-III (SFP+ 10G-Dual-40 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 40 kms optical distance on dual fiber
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on single mode module fiber.
5	Should support DDMI feature. Option should be available for both SFP+ and XFP

6	Should should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 16: SFP TYPE-IV (SFP+ 10G-Dual-80 KM)

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 80 kms optical distance on dual fiber
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on single mode module fiber.
5	Should support DDMI feature. Option should be available for both SFP+ and XFP
6	Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR 17: MCB, Type-I, (DP 16A)

SN	Description
1	The offered MCBs should be ISI marked.
2	The current rating of the MCB should be as mentioned in the SOR item.
3	They should be capable of carrying the rated current for any duration without any change over time.

SOR 18 : MCB, Type-II, (DP 32A)

SN	Description
1	The offered MCBs should be ISI marked.
2	The current rating of the MCB should be as mentioned in the SOR item.
3	They should be capable of carrying the rated current for any duration without any change over time.

SOR 19 : MCB, Type-III, (DP 63A)

SN	Description
1	The offered MCBs should be ISI marked.
2	The current rating of the MCB should be as mentioned in the SOR item.
3	They should be capable of carrying the rated current for any duration without any change over time.

SOR 20: Power Cable TYPE-I (Red)

SN	Description
1	Should be of Low Smoke Zero Halogen (LSZH) grade
2	Type: Unsheathed Industrial Cable
3	Size (Cross Sectional Area): 10 Sqmm
4	Should be Single core Multistrand copper electric wire of Havells, Finolex, Polycab or equivalent make - One bundle of 90m
5	Should comply with IS:694 and IS:8130 standards and should carry ISI mark.

SOR 21: Power Cable TYPE-II (Black)

SN	Description
1	Should be of Low Smoke Zero Halogen (LSZH) grade
2	Type: Unsheathed Industrial Cable
3	Size (Cross Sectional Area): 10 Sqmm
4	Should be Single core Multistrand copper electric wire of Havells, Finolex, Polycab or equivalent make - One bundle of 90m
5	Should comply with IS:694 and IS:8130 standards and should carry ISI mark.

SOR 22: Power Cable TYPE-III (Green)

SN	Description
1	Should be of Low Smoke Zero Halogen (LSZH) grade
2	Type: Unsheathed Industrial Cable
3	Size (Cross Sectional Area): 10 Sqmm
4	Should be Single core Multistrand copper electric wire of Havells, Finolex, Polycab or equivalent make - One bundle of 90m
5	Should comply with IS:694 and IS:8130 standards and should carry ISI mark.

OFFER LETTER

Annexure-II

Executive Director,
Northern Region, RailTel
6th Floor, 3rd Block,
Delhi Technology Park,
Shastri Park, New Delhi,
Delhi-110053

Ref: - Tender No Dated: xx.xx.2023

1. 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 90 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.

Annexure-III

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
PERFORMANCE BANK GUARANTEE 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., 6th Floor, 3rd Block, Delhi-IT-Park, Shastri Park, New Delhi-110053 (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

Manufacturer Authorization form (MAF)

Executive Director,
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 **“Procurement of Electronics Items through GeM”** 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 AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s._____ (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 five year on entire IR. 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 five year on entire IR.

**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 affidavit 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.**

Format for Bid Security Declaration

(On Non-judicial stamp paper of ₹ 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 bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic,

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 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 order

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative Name of Firm

Date:

General Conditions:

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, 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.

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 bye-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 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.

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 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 from any moneys due or accruing to the contractor under this or any other contract with the RailTel.

6. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

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

- a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) 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.

7. 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.

8. 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 arbitrator will be appointed by the Chairman & Managing Director of 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.

(END OF TENDER DOCUMENT)
