

Information to Bidder for the “Supply, installation & commissioning of reputed make maintenance free VRLA 12V/18AH Battery set for UPS with Buy Back of old batteries at SSB, SZM, ANDI AND NNO RAILWAY STATION”

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. 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 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. 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. Batteries offered shall have to submit data sheets indicating detailed description or same should be available on OEM web sites.
6. GSTIN registration certificate of vendor for state should be provided from where goods will be supplied.
7. **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/Impl/DLI NCR, 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 and Inspection charges shall be borne by the bidder.
8. **Estimated cost of tender & Earnest Money Deposit (EMD)/ Bid Security:**
 1. **Estimated cost of tender:** Estimated cost of the Tender is **Rs. 2,69,094 (Incl. GST)**.
 2. **Earnest Money Deposit (EMD)/ Bid Security: Earnest Money Deposit (EMD)/ Bid Security: Bid Security @2% e.g Rs. 5,382/-** 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.**

9. 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 @ 5% 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/Online mode only.

10. Eligibility Criteria for OEM (Battery): The OEM should be authorized dealer/distributor in India.

11. Eligibility Criteria for Authorized Bidder of OEM: The bidder should be either OEM or his authorized dealer/distributor in India.

12. Financial Criteria for Bidder: NA

13. 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 specification.

14. SLA:

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.

15. 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.

16. 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.

17. Payment Conditions: -

- i) 80% of the payment against LOA/PO will be released on successful supply of the batteries & remaining 20% payment will be released after installation of new batteries in existing racks and removing Old Batteries from site.
- ii) As mentioned above, 80% payment of the payment would be made on receipt of material by the consignee duly inspected and supplied and on submission of the following documents:
 - i. Tax Invoice.
 - ii. Delivery Challan/E-way bill
 - iii. Inspection Certificate (to be done by Consignee)
 - iv. Consignee's receipt/ Jointly signed Installation Report
 - v. Warranty / guarantee certificate of OEM or its authorized representative
 - vi. Proof of PG/SD submission
 - vii. Proof of Insurance certificate, if material supplied through transporter
 - viii. Bill Passing Authority: General Manager/TM/Delhi NCR
 - ix. Bill Paying Authority: Joint General Manager/Finance
 - x. 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.**

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.

18. Online 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/Challan of offered batteries.
- (iv) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- (v) Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
- (vi) Proof of document required against Eligibility criteria of OEM and Bidder vide para 10 & 11 respectively.
- (vii) Notarized affidavit on a non-judicial stamp paper as per Annexure- IV & 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:xxxxxx**.

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

19. 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. Technical Specifications of maintenance free VRLA Battery set are as under:

1. The batteries should be maintenance free valve regulated lead–acid (VRLA) batteries and must be of reputed make.
2. The output voltage should be standard 12V for each battery.
3. The minimum AH of each of the battery should be 18AH.
4. As on date Exide make, Power safe Plus batteries have been commissioned at the site. The new set shall be commissioned in the same rack. Vendor may check the suitability of the battery rack prior to offering the batteries. if required, bidders may verify the size of the existing racks where batteries are required to be fitted. In case it is felt by the bidder, that bidder needs to replace the racks also. RailTel shall not supply any man/material for the replacement, and everything is required to be arranged by the bidder.
5. In case the size of the new batteries is different than the existing or due to any other reason if the deployment of new rack for holding batteries is required, same shall be supplied by the supplier and the cost of the same shall be borne by the supplier.
6. All the material/tools required in connection with the replacement, shall be supplied/arranged by the supplier and the new sets shall be installed and commissioned by the supplier. The old released rack, batteries etc. shall become the property of the supplier after the successful deployment of new batteries under buyback.
7. A warranty of minimum 12 months from the date of supply of the batteries shall be applicable.
8. It should be capable to work on High Temperature Ranging from 270C to 520C.

SOR (Schedule of requirement): Reputed make maintenance free, valve regulated lead acid (VRLA) batteries.

S.No	Item	Unit	Qty	Rate	Total Cost	GST	Total Amount with GST
A. Supply of (GST@28%):							
1	12V, 18AH VRLA Battery	No.	64				
	Total for "A"						
B. Buy Back of old released batteries (GST@28%)							
1	12V, 18AH VRLA Battery	No.	64				
	Total for "B"						
C. Installation, testing and commissioning of Battery Set (GST@18%)							
1	12V, 18AH VRLA Battery	No.	64				
	Total for "C"						
Net Estimated Amount for replacement of batteries (Cost of new Batteries + Installation cost- Buy back cost):							

Note: GST shall be payable by the purchasing party i.e. By RailTel for item A & C and by vendor for item-B.

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.2024

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 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., 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, theBank 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

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH 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 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. 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)
