



**RAILTEL CORPORATION OF INDIA LIMITED**

**(A Govt. of India Undertaking)**

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

**Electronic Tender Document**

**for**

**Work of**

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

**Tender No. RailTel/Tender/ST/CO/Project/2024-25/ADVA DWDM/014  
dated 12.09.2024**

**SINGLE TENDER (One Packet System)**

**रेलटेल  
RAILTEL**

No. RailTel/Tender/ST/CO/Project/2023-24/ADVA DWDM/ DWDM/014 dated 12.09.2024

**एकल निविदा सूचना**

**Adtran Networks SE,  
Campus Martinsried, Fraunhoferstraße 9a,  
82152 Martinsried, Munich, Germany.**

**Through India Office,**

**ADVA Optical Networking India Pvt Ltd.,  
Unit 4A, Ground floor, Building 10,  
Tower C, DLF Cyber city, Gurugram, 122002.**

**विषय: रेलटेल की ओएफसी आधारित संचार प्रणाली के लिए ADVA मेक डीडब्ल्यूडीएम उपकरण की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग तथा एकीकरण के लिए एकल निविदा**

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि.(रेलटेल), निम्नलिखित विवरण के अनुसार "रेलटेल की ओएफसी आधारित संचार प्रणाली के लिए ADVA मेक डीडब्ल्यूडीएम उपकरण की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग तथा एकीकरण " के लिए सिंगल पैकेट सिस्टम में ई-निविदाएं आमंत्रित करता है।

क)	निविदा का डाउनलोडिंग के खुलने की तिथि	12.09.2024
ख)	बोली प्रस्तुतकरने की अंतिम तिथि और समय	Upto 15:00 hrs of 03.10.2024
ग)	ई-बिड खुलने की तिथि	15:30 hrs of 03.10.2024
घ)	ऑफर की वैधता	120 days
ङ)	निविदा की लागत (एएमसी को छोड़कर)	लगभग रु. 17.47 करोड़ (टैक्स सहित)
च)	बयानाराशि (ईएमडी)	रु 20 लाख

नोट: निविदा सूचना और निविदा प्रलेख रेलटेल की वेबसाइट पर उपलब्ध हैं और [www.railtelindia.com](http://www.railtelindia.com) या ई-टेंडरिंग पोर्टल <https://www.railtel.enivida.com> से डाउनलोड किए जा सकते हैं। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल <https://www.railtel.enivida.com> से निविदा प्रलेख की आधिकारिक ऑनलाइन प्रतिडाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात् इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि निविदा केवल ई-टेंडरिंग पोर्टल पर पोस्ट की जाएगी। रेलटेल कार्यालय से निविदा प्रलेख की मुद्रित प्रति नहीं बेची जाएगी। बोलीदाता तैयारी, बोली की तैयारी/प्रस्तुति/भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरण या परिणाम की उदासीनता से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

**RAILTEL**

वरिष्ठ उप महाप्रबंधक /परियोजना

RailTel/Tender/ST/CO/Project/2024-25/ADVA DWDM/014 dated 12.09.2024

**SINGLE TENDER NOTICE**

Adtran Networks SE,  
Campus Martinsried, Fraunhoferstraße 9a,  
82152 Martinsried, Munich, Germany.

Through India Office,

ADVA Optical Networking India Pvt Ltd.,  
Unit 4A, Ground floor, Building 10,  
Tower C, DLF Cyber city, Gurugram, 122002.

**Sub: Single Tender for “Supply, Installation, Testing, Commissioning & Integration of ADVA make DWDM equipment for the OFC based communication System of RailTel”**

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Single Packet System for “Supply, Installation, Testing, Commissioning & Integration of ADVA make DWDM equipment for the OFC based communication System of RailTel” as per following details:

a)	Opening date of Tender downloading	12.09.2024
b)	Last date and time of submission of e-bid	Upto 15:00 hrs of 03.10.2024
c)	Opening of e-bid	15:30 hrs of 03.10.2024
d)	Validity of offer	120 days
e)	Estimated cost of work (excluding AMC)	Approx. Rs. 17.47 Cr (including taxes).
f)	Earnest Money Deposit (EMD)	Rs. 20 Lakhs

Note: Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-Tendering portal <https://railtel.enivida.com> For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on this e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome.

**RAILTEL**

*Aditya*  
22/09/2024  
Sr.DGM/Projects

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CHAPTER-1

OFFER LETTER

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

I/We \_\_\_\_\_ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS as noted. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the **“Supply, Installation, Testing, Commissioning & Integration of ADVA make DWDM equipment for the OFC based communication System of RailTel”** as per Schedule of Requirement for Single Tender No. RailTel/Tender/ST/CO/Project/2024-25/ADVA DWDM/ DWDM/014 dated 12.09.2024 for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the equipment (including I&C) within 240 days from the date of issue of issue of Purchase order. I/We also hereby agree to abide by the Various Conditions of the agreed Contract and to carry out the supply according to the specifications for materials laid down by the Railtel and as accepted by us.

A sum of Rs. \_\_\_\_\_ (\_\_\_\_\_ amount in words \_\_\_\_\_) through eNivida Portal herewith submitted as **“EMD”**. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within the specified days as per tender after issue of Purchase Order/LOA.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1.
- 2.

CHAPTER-2

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

SN	Component Name	Unit	Qty	Unit Rate (inclusive all)		Total cost (inclusive all)	
				In Fig (In....)	In Words (In....)	In Fig (In...)	In Words (In....)
<b>A</b>	<b>SECHEDULE OF SUPPLY</b>						
1	CBL/DC/300/2AWG10/SUB-D/R-/B+	Nos	208				
2	CBL/DC/300/3AWG14/TB/R-/B+	Nos	81				
3	DM/5HU	Nos	1326				
4	EDFA-C-D20-VGC-DM	Nos	233				
5	EDFA-C-D20-VLGC-DM	Nos	14				
6	EDFA-C-S20-GCB-DM	Nos	95				
7	ATT/XXdB/LC	Nos	679				
8	CEM/9HU	Nos	112				
9	NCU-II	Nos	201				
10	OSFM+#1510	Nos	274				
11	J/MM62/LC/DUP/0090/RED	Nos	7				
12	J/MM62/LC/DUP/0500/RED	Nos	9				
13	J/XM/XX/XXX	Nos	3018				
14	OSCM-PN	Nos	153				
15	SFP/2G1/850I/MM/LC	Nos	38				
16	SFP/FE/C1510U/SM/LC	Nos	10				
17	SFP/FE/C1510V/SM/LC	Nos	234				
18	SFP+/11GU/1310S/SM/LC	Nos	82				
19	SFP+/11GU/DCTLN/SM/LC	Nos	8				
20	2PM/SM	Nos	11				
21	4ROADM-C96/0/OPM	Nos	6				
22	40CSM/2HU-#19590-#19200	Nos	65				
23	F7/NMCL	Nos	89				
24	F7/NMCL/L	Nos	124				
25	F7/FW 18.1.1 PREINST	Nos	92				
26	F7/4CSM+#19590-#19560 (4-port Channel Splitter for channel 19590 to 19560, with uprade port)	Nos	74				

27	F7/SHIHU/PASSIVE/FT (Passive unmanaged 1HU Slimline Shelf with optional fiber tray,no power supplies and no SCU required)	Nos	19				
28	F7/SH7HU Shelf & Accessories (BC00001170)	Nos	106				
29	F7/SH9HU Shelf & Accessories (BC00001171)	Nos	111				
30	SFP+CDR/11GU/1310S/SM/LC	Nos	8				
31	CBL/CAT6/RJ45/0100/BK	Nos	181				
32	F7/SW 20.X BASIC 7HU/9HU	Nos	219				
33	4WCC-PCN-10G&1P-H	Nos	24				
34	F7/RTU/H/CLIENT PORT	Nos	62				
35	F7/4CSM+#19390-#19360 (4-port Channel Splitter for channel 19390 to 19360, with upgrade port)	Nos	31				
36	4-port Channel Splitter for channel 19430 to 19400, with upgrade port	Nos	24				
37	DCF-M/020/SSMF	Nos	6				
38	DCF-M/060/SSMF	Nos	20				
39	Managed DCM using Chirped Fiber Bragg Gratings (CFG), compensating 60km Standard Single Mode Fiber for 100GHz channel spacing in the C-band	Nos	2				
40	F8/MP-2B4CT&1P	Nos	3				
41	F8/RTU/MP-2B4CT/CLIENT PORT	Nos	10				
42	SFP+/11G/DCTV/SM/LC	Nos	40				
43	Adva NCU-III	Nos	11				
44	Adva J/XX/XX/XXX	Nos	271				
45	Adva CBL/DC/300/3AWG12/TB/R-/B+	Nos	7				
46	Adva SA-BRACKET-SH1-MID	Nos	7				
47	Adva SA-GUIDE-SH1-L	Nos	7				
48	Adva SC-TM	Nos	7				
49	Adva SC-XCM3	Nos	7				
50	Adva F8/MA-2C5LT	Nos	9				
51	Adva CEM-3	Nos	7				

52	Adva ECM-3	Nos	7				
53	Adva FTM-3	Nos	20				
54	Adva PSM-DC3	Nos	13				
55	Adva JZ/SM/MPO12-08LC/0300	Nos	13				
56	Adva QSFP28/112G/ZR+/SM/LC	Nos	13				
57	Adva QSFP10/11G/4LR/SM/MPO	Nos	13				
58	Adva SH1R	Nos	7				
59	Adva ENC/NMCL/F8/S	Nos	7				
60	Adva F7/SW BASIC SH1R	Nos	7				
61	Adva F7/SW 21.1.3/PREINST	Nos	7				
	<b>Sub total of Schedule-A</b>						

**SCHEDULE OF REQUIREMENT (SOR) of I&C and AMC:**

SN	Description of Item	Unit	Qty.	Unit Rate (inclusive all)		Total cost (inclusive all)	
				In Fig (In....)	In Words (In....)	In Fig (In....)	In Words (In....)
1	2	3	4	5	6	7	8
<b>B</b>	<b>SECHEDULE OF I&amp;C</b>						
B	Installation, Testing, Commissioning and Integration of DWDM equipment (214 no's of DWDM Shelves along with cards etc.)as per technical specifications.	Nos	214				
	<b>Sub total of Schedule-B</b>						
<b>C</b>	<b>SECHEDULE OF AMC</b>						
C	Total Annual Maintenance Charges of Schedule-A after warranty period as defined in as detailed in clause 3.3 of Chapter-4 of Tender Document	year	5				
	<b>Sub total of Schedule-C</b>						
	<b>Total Cost of Schedule (A+B+C)</b>						

**Note:**

- 1.1 Unit rate quoted against SOR for supplies above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with break-up as per Performa attached as Annexure- A of this Chapter).
- 1.2 Unit rate quoted against Service items should be all inclusive with breakup of taxes as per Annexure –B of this chapter.
- 1.3 Please submit the details of Supply orders/work orders of these equipment received in last one year from other PSUs/ Telecom Service Providers along with their copies.
- 1.4 Refer Clause no. 12.1 of chapter 4 for SCHEDULE OF REQUIREMENT (SOR) of Supply for Imported Items.
- 1.5 Evaluation of bid will be done based on Total cost of Schedule-A, Schedule-B & Schedule-C including taxes.



Annexure-A

Price Schedule for Imported Equipment

S N	Descr iption	Total Qty	Ex- Factor y Price (Basic Unit Price exclusi ve of all levies and charge s)	Unit Price per Unit CIF	Custom Duty		Pkg & Inland Freight		Inland Insurance		Other Charge s and Levies (to be specifie d by bidder)	CGST,SG ST & GST		Price Per Unit (all inclusive) for delivery at destination (4B+6+8+10+ 11+13)
					%	Amt	%	Amt	%	Amt		Amt	%	
1	2	3	4A	4B	5	6	7	8	9	10	11	12	13	14

Annexure-B

Price Schedule for Service (I&C &AMC) Items

SN	Item Description	Total Qty	Basic Unit Price exclusive of all levies and charges	Other Charges and Levies, if any (to be specified by bidder)	CGST, IGST, SGST & GST		Unit price (all inclusive)
				Amt	%	Amt	
1	2	3	4	5	6	7	8

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**CHAPTER-3**

**Technical Specifications**

**3.1 Item description:**

SN	Item Description	Description of Item
1	CBL/DC/300/2AWG10/SUB-D/R-/B+	DC Power Cable, 3m length, 2 single wires AWG10 red (-48V) / black (+return), SUB-D connector at equipment end
2	CBL/DC/300/3AWG14/TB/R-/B+	DC Power Cable, 3m length, 3 wires AWG14 red (-48V) / black (return)/green-yellow with overall jacket, ring terminal at equipment end
3	DM/5HU	Dummy card 5HU
4	EDFA-C-D20-VGC-DM	Optical Amplifier, Double Stage 20 dBm maximum output power, variable gain controlled (C-Band) with Dual Monitor
5	EDFA-C-D20-VLGC-DM	Optical Amplifier, Double Stage 20 dBm maximum output power, variable low gain controlled (C-Band), dual monitoring ports
6	EDFA-C-S20-GCB-DM	Optical Amplifier for Booster application, Single Stage 20dBm max. output power, gain controlled (C-Band) with Dual Monitor
7	ATT/XXdB/LC	Optical Attenuator LC Connector
8	CEM/9HU	Common Equipment Module for SH9HU
9	NCU-II	Network Element Control Unit with ultra performance processor, 2.5 HU high, 2 x RJ45 Ethernet ports, 1x RJ45 serial interface and 1x USB 3.0 type C port
10	OSFM+#1510	Optical Supervisory Channel Filter Module
11	J/MM62/LC/DUP/0090/RED	Duplex Cable - Multimode 62.5, LC, 90 cm
12	J/MM62/LC/DUP/0500/RED	Duplex Cable - Multimode 62.5, LC, 500 cm
13	J/XM/XX/XXX	Jumper for internal cabling - Single Mode, LC, 210 cm
14	OSCM-PN	Optical Supervisory Channel Module with 2 pluggable network ports
15	SFP/2G1/850I/MM/LC	pluggable client I/F for 850nm, intra office reach
16	SFP/FE/C1510U/SM/LC	pluggable client I/F for 1510nm, ultra long reach, 125Mbit/s only
17	SFP/FE/C1510V/SM/LC	pluggable client I/F for 1510nm, very long reach, 125Mbit/s only
18	SFP+/11GU/1310S/SM/LC	10G Pluggable I/F for 1310nm, short reach, SFP+ form factor
19	SFP+/11GU/DCTLN/SM/LC	11G Pluggable, long reach, OSNR optimized C-Band tunable DWDM network IF, SFP+ form factor

20	2PM/SM	2-port Protection Module Single Mode
21	4ROADM-C96/0/OPM	ROADM 4 degree, 96 channels in C-Band, WSS based, with integrated optical performance monitor and 1x4 power splitter, directed/directionless, gridless, colored/colorless, for dual client applications from 1 to 3 degrees. Additional dual pass through
22	40CSM/2HU-#19590-#19200	40-port MUX/DMX Channel Splitter, C-Band, integrated in separate shelf to save slots in master shelf
23	F7/NMCL	Ensemble Controller Connection License for FSP 3000R7, license shipped in paper form, applicable to ENC 11.3 and prior versions
24	F7/NMCL/L	Ensemble Controller Connection License for one shelf of type FSP 3000R7 big (9 HU), license shipped in paper form, applicable to ENC 11.3 and prior versions
25	F7/FW 18.1.1 PREINST	System SW for F7 Rel.18.1.1 preinstalled or latest
26	F7/4CSM+#19590-#19560 (4-port Channel Splitter for channel 19590 to 19560, with uprade port)	4-port Channel Splitter for channel 19590 to 19560, with upgrade port
27	F7/SHIHU/PASSIVE/FT (Passive unmanaged 1HU Slimline Shelf with optional fiber tray,no power supplies and no SCU required)	Passive Unmanged 1HU Slimline Shelf with optional fiber tray, no power supplies and no SCU required
28	F7/SH7HU Shelf & Accessories (BC00001170)	7HU Shelf
29	F7/SH9HU Shelf & Accessories (BC00001171)	9HU Shelf
30	SFP+CDR/11GU/1310S/S M/LC	8G/10G Pluggable I/F for 1310nm, short reach, SFP+ form factor with clock recovery
31	CBL/CAT6/RJ45/0100/BK	Ethernet cable CAT6 RJ45, 1m, black
32	F7/SW 20.X BASIC 7HU/9HU	System software license for 7HU or 9HU shelf. Access to Maintenance, Minor and Major Releases is subject to a valid Maintenance agreement covering this product.
33	4WCC-PCN-10G&1P-H	F7/4WCC-PCN-10G and one High-Speed port-license
34	F7/RTU/H/CLIENT PORT	High-Speed port license. Right to use for one client port for 4WCC, 5WCA, 6WCA, 9TCE
35	F7/4CSM+#19390-#19360 (4-port Channel Splitter for channel 19390 to 19360, with upgrade port)	4-port Channel Splitter for channel 19390 to 19360, with upgrade port
36	4-port Channel Splitter for channel 19430 to 19400, with upgrade port	4-port Channel Splitter for channel 19430 to 19400, with upgrade port

37	DCF-M/020/SSMF	Managed DCM using dispersion compensating fiber (DCF), compensating 20km
38	DCF-M/060/SSMF	Managed DCM using dispersion compensating fiber (DCF), compensating 60km Standard Single Mode Fiber
39	Managed DCM using Chirped Fiber Bragg Gratings (CFG), compensating 60km Standard Single Mode Fiber for 100GHz channel spacing in the C-band	Managed DCM using Chirped Fiber Bragg Gratings (CFG), compensating 60km Standard Single Mode Fiber for 100GHz channel spacing in the C-band
40	F8/MP-2B4CT&1P	Bundle of QuadFlex (F8/MP-2B4CT. HW2.01) and card license for one client port (1P). Quadflex: Any line format, 1 QSFP28 clients with any combination of OTU-4/100GE services.
41	F8/RTU/MP-2B4CT/CLIENT PORT	Right to use one F8/MP-2B4CT (Quadflex) or F8/MP-2B4CT-S (Quadflex-S) client port
42	SFP+/11G/DCTV/SM/LC	11G Pluggable, very long reach C-Band tunable DWDM network IF, SFP+ form factor
43	Adva NCU-III	Network Element Control Unit with ultra performance processor, 2.5 HU high, 3 x RJ45 Ethernet ports, 1x RJ45 serial interface and 1x USB 3.0 type C port
44	Adva J/XX/XX/XXX	Jumper for internal cabling
45	Adva CBL/DC/300/3AWG12/TB/R-/B+	Power supply cord for DC power feeding. AWG12 cables for NA market, color red (-48VDC) / black (+Return), includes AWG12 grounding cable green/yellow, 3 meter length, wrapped with overall jacket
46	Adva SA-BRACKET-SH1-MID	19"/23" and ETSI brackets for 2 post mid mount position for SH1R (complies with ETSI 300 119-6/7 new standard 210mm bracket /rack distance); used for 2 post instead of guide rail kit (4 post)
47	Adva SA-GUIDE-SH1-L	19"/23" and ETSI Guide Rail kit for SH1R with 4 post racks 534 to 800mm post distance
48	Adva SC-TM	Slot cover for traffic module
49	Adva SC-XCM3	Slot cover for ECM-3/SCM-3 slot in SH1R shelf
50	Adva F8/MA-2C5LT	Open fabric 400G: 2xQSFP28 OTU4 Client: 5xQSFP+ IF, 20x10GE OTU2, OTU2e, STM64, OC192; 5x40GE, OTU3, OTU3e2. No encryption
51	Adva CEM-3	Common Equipment Module for SH1R with 4xRJ45 Ethernet front access
52	Adva ECM-3	Element controller module, Main shelf/NE controller module. for SH1R.
53	Adva FTM-3	Fan Tray Module for SH1R
54	Adva PSM-DC3	Power Supply Module, 480W, DC 48/60V for SH1R

55	Adva JZ/SM/MPO12-08LC/0300	Breakout Cable - Single Mode, 1 x MPO12 fan out to 8 x LC, 300 cm, LSZH
56	Adva QSFP28/112G/ZR+/SM/LC	QSFP28 112G,100ZR+ coherent, C-Band tunable DWDM network IF, 0 till 70°C
57	Adva QSFP10/11G/4LR/SM/MPO	QSFP10-4LR, MPO, 10km, 4x10G, CWDM, grey, 10GBE and OTU2
58	Adva SH1R	Shelf 1HU 600mm deep for DC or AC rear access. Includes rack adaptor brackets, Grounding cables and air filters.
59	Adva ENC/NMCL/F8/S	Optical Connection License F8 Small: ENC License for one small modular shelf of FSP 3000 C (1HU or 2HU or Teraflex shelf), only applicable from ENC 12.x onwards
60	Adva F7/SW BASIC SH1R	System software license per SH1R shelf. Access to Maintenance, Minor and Major Releases is subject to a valid Maintenance agreement covering this product.
61	Adva F7/SW 21.1.3/PREINST	System SW for F7 Rel.21.1.3 preinstalled

- 3.2** Technical specification will be as per contract against RailTel Tender No.RailTel/Tender/ST/CO/Project/2014-15/282 dt. 11.05.2015 & RailTel/Tender/ST/SR/HQ /2020-21/46 dt. 21.10.2020 (LOA No.4002011133,0 dt. 18.02.21), PO no.5002110466 dated 21.01.2022 and LOA no. 1002110409 dated 15.12.2021.

रेलटेल  
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## CHAPTER-4

### Commercial Terms & Conditions

#### 1. OFFER LETTER AND VALIDITY OF OFFER

- 1.1 The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents, indicating the goods and services to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.2 The offer should remain valid for a period of 120 days from the date of opening.

#### 2. WARRANTY

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

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

### **3. DELIVERY PERIOD**

3.2A The supplier will have to supply, install, test, commission and integrate the SOR items within 240 days of issue of LOA/Purchase order. Any extension in delivery period with or without Liquidated damages may be given by concern region in deserving cases where genuine reasons exist. The materials shall be delivered to the site / at each of the Regional centers to be decided by CO/respective Regional PEDs/RGM, transported to different locations which will be provided at the time of issue of LOA/PO.

#### **3.2B OVERVIEW OF THE SCOPE OF WORK**

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

### **3.3 Long Term Maintenance Support**

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

3.3.2 Bidder/OEM shall be paid @ 3.5% (minimum) of supply cost of SOR-A (basic price excluding taxes, levies and all other charges) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Taxes including GST will be added as per actual at the time of execution of the AMC i.e. issue of AMC LOA.

If the bidder quotes higher than 3.5% in SOR-C, he will be paid at his quoted rate per annum. Total AMC cost for five years will be taken for evaluation purpose. AMC would have to be valid for minimum period of 5 years after completion of warranty. This period of 5 year may be extended further with mutual consent of RailTel and Bidder/OEM.

In case a bidder quotes AMC rates lower than 3.5% and if the bidder wins the contract, his cost against supply items will be reduced by differential (w.r.t. 3.5%) of AMC rates & he will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid only @ 3.5% per annum.

3.3.3 Separate agreement for AMC after warranty period shall be entered with tenderer by RailTel. A fresh Bank Guarantee valid for five years @ 10% of the value of the AMC

contract's annual value shall be required to be submitted by Tenderer for due fulfillment of long term maintenance support obligation.

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

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

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

#### **4. Payment Terms**

4.1 Deleted

- 4.2 Payment is to be made in foreign currency, 80% of the value of the part supply of imported equipment/materials would be paid through irrevocable Letter of Credit (LC) to be operated from Corporate Office on submission of the following documents:

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

The Custom Duty/IGST on imported items shall be paid by RailTel against Bill of Entry. However, since the price quoted by the vendor are inclusive of taxes, in case excess Custom Duty is paid by RailTel as compared to the rate of Custom Duty quoted by vendor, the same shall be recovered from vendor from its payment, except any changes in statutory duties/taxes after opening of bid will be to RailTel's account.

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

- 4.3 Balance 20% of the value of the part supply shall be made by concerned Region on successful Installation, Testing, Commissioning & Integration at site based on SAT report issued by concern Region. In case of foreign currency, payment will be paid through TT/Wire Transfer (SWIFT) from Corporate Office.

Balance 20% payment of value of part supply items of the PO/LOA which could not be installed for want of site readiness can be released as per the decision of Executive Director/RGM of the region. In case of foreign currency, payment will be paid through TT/Wire Transfer (SWIFT) from Corporate Office.

- 4.4 Accounting unit/bill passing unit for the supplies under SOR is respective Regional Office. Bills to be submitted to the official nominated by the ED/RGM of Regions for passing payment.
- 4.5 Deleted.
- 4.6 The breakup of taxes has to be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.
- 4.7 Payment of Services Items
- 4.7.1 100% payment of SOR items towards "Installation, Testing, Commissioning and Integration of DWDM System" shall be made by respective Executive Director of the Region on successful Installation, testing, commissioning & integration at site based on SAT report issued by concern Region.
- 4.7.2 Payment of SOR item towards "AMC/Long term maintenance Support" would be paid quarterly by the concerned Region after satisfactory completion of AMC Services of that quarter and on certificate furnished by concerned RailTel's representative of the Region.
- 4.8 In case of supply orders which are not associated with any Installation, Commissioning and Integration of DWDM System work, the payment terms against such supply order will be as follows:
- 4.8.1 95% of the payment at the time of delivery shall be made through irrevocable Letter of Credit (LC).
- 4.8.2 Balance 5% payment of the value of part Supply items of the PO/LOA shall be made by RailTel at the time of delivery at store/site of concern Region. In case of foreign currency, payment will be paid through TT/Wire Transfer (SWIFT) from Corporate Office.
- 4.9 Purchaser Inspection Certificate for Imported items will be issued by RailTel on the basis of Pre-FAT testing report submitted by the contractor.
- 4.10 Pre-FAT testing will be considered as per tender mention in technical specification of chapter-3.

## **5. Security Deposit/Performance Bank Guarantee (PBG)**

- 5.1 The tenderer is required to submit a Standing Security Deposit/PBG of 10% of the value of the LOA/PO to Regional office equivalent in Indian Rupees with validity upto 90 days beyond warranty period. The Proforma for PBG is given in Chapter 5, Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.

- 5.2 The security deposit shall bear no interest.
- 5.3 Successful tenderer is required to furnish security deposit in the form of Performance Bank Guarantee, the same should be submitted within 30 days of issue of LOA/PO failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period as per tender condition. The claim period of PBG will be one year on top of the guarantee period.
- 5.4 The PBG would be released after satisfactory completion of contract including warranty period and only after submission of PBG towards AMC as per clause 3.3 of Chapter 4.
- 5.5 Any Performance security upto a value of Rs.5 Lakhs is to be submitted through online transfer only.

**6. Taxes & Duties**

- 6.1 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges, except any changes in statutory duties/taxes after opening of bid will be dealt in accordance with the provisions contained in clause 6.9 of chapter 4.
- 6.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 6.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act .
- 6.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act .
- 6.5 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser, provided that if there is any mismatch on GST, the purchaser should notify the vendor in writing at the earliest for necessary correction at both ends. The same provisions shall be applicable in case of debit/credit notes.
- 6.6 Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient.
- 6.7 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 6.8 Deleted.

6.9 The imposition of any new tax and/or increase/ in the aforesaid taxes, duties or levies, after opening of bid and the bidder thereupon necessarily and properly pays such taxes/levies/cess, then bidder shall be reimbursed the amount so paid, unless such payments, if any, is solely attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess on imports, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after opening of bid, bidder has to pass on the benefits to RailTel.

6.10 In case of imported equipment:

Anti Dumping duty, if applicable, on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/ Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel .

6.11 **Evaluation Criteria.**

Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable. Evaluation of bid will be done, based on total cost of Schedule-A, Schedule-B and Schedule-C of SOR including taxes.

7. **Liquidated Damages**

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

8. **Transportation**

The rates quoted CIP destination for Imported items. The destination shall be defined POP / nominated office of RailTel in the proposed locations which shall be indicated by RailTel's representative.

9. **Statutory Deduction**

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

## **10. Purchaser's Right to Accept or Reject Bid**

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

### **10.1 Long Term Availability of Spares & System Support**

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

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

10.3 Deleted.

## **11. Issue of Letter of Acceptance (LOA)**

The bidder shall within 7 days of issue of the LOA which is in line with the bidder's submitted tender response and accepted by RailTel, give his acceptance and submit performance bank guarantee within 30 days as per clause 5.

## **12. BID PRICES**

12.1 The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees or in any major foreign currency for the imported items (FOR/CIP destination). The tenderer may quote, supply and be paid in major foreign currency such as US dollars, EURO or British pounds etc. for imported items. Tenderer shall invoice based on CIP destination Value and RailTel shall pay the applicable Custom Duty / IGST directly to custom authorities without further deduction from this CIP destination Value due to Tenderer. The Indian subsidiary of the tenderer may quote, supply and be paid in Indian Rupees for locally purchased items (if any) and services.

12.2 The breakup of price of each item of SOR in terms of basic Unit price, Custom duty, CGST/SGST/IGST/GST and other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.

12.3 **FALL CLAUSE:** The firm shall undertake that in case the firm offers same material at a lower price to any other purchaser in India including Central / State / Government

Organization or Public Sector Undertaking, during the validity of Rate Contract, the equal benefit of lower prices will be passed on to RailTel.

- 12.4 Except in conditions of clause 12.3 above, the price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 12.5 The bidder hereby undertakes a responsibility to fulfill all the formalities in relation to custom clearance on behalf of RailTel.
- 12.6 The prices quoted by the bidder are fixed and the break-up of all the taxes & duties like import duty, Custom duty, CVD, etc was also submitted in its price bid as stipulated in clause No. 6.1 / Chapter 4 of the tender document. In case if RailTel will have to pay taxes exceeding the rates submitted by the bidder in the price bid, the same shall be deducted from the running bills/ invoices by RailTel, except any changes in statutory duties/taxes after opening of bid will be dealt in accordance with the provisions contained in clause 6.9 of chapter 4. Bidder has to submit an Indemnity Bond as per Form 3 of chapter-5 along with the bid.

**13. Clause wise Compliance**

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

**14. Inspection**

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

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

- 14.2 Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- 14.3 In case material/equipment/interface card fails during inspection, the fresh lot of material/equipment/interface card shall be offered by the manufacturer/supplier without any extra cost. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

14.4 Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted and the Purchaser Inspection Certificate for Imported items will be issued by RailTel on the basis of Pre-FAT testing reports submitted by the supplier.

**15. FORCE MAJEURE**

Force majeure shall mean-

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

**16. SETTLEMENT OF DISPUTES**

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

**17. Deleted.**

**18. GOVERNING LAWS**

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

**19. TERMINATION FOR DEFAULT**

- 19.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part
- (a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
  - (b) If the supplier fails to perform any other obligation(s) under the contract; and
  - (c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

19.2 Deleted.

## 20. TERMINATION FOR INSOLVENCY

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

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

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

21.2 Deleted.

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

**Rail Tel Corporation of India Ltd.**  
Plate-A, 6<sup>th</sup> Floor, Office Block-2,  
East Kidwai Nagar, New Delhi-110023

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

21.5 Deleted.

## 22. Security Considerations & Security Agreement

The supplier shall comply to the provisions as per the Amendment of the National Long Distance (NLD) Service License Agreement for security related concerns for expansion of Telecom Services in various zones of the country issued by Department of Telecommunication, Ministry of Communication and IT, Govt. of India’s letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011 (hereinafter “DoT directive”). The supplier shall only be obligated to pay penalties if RailTel has given the supplier prompt written

notice of any alleged or threatened security breach as per DoT directive and has withdrawn promptly the complete equipment and products of the supplier from its network to prevent any further security breach (same as first breach or any other breach).

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

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

- 23.1 The tenderer shall be **required to deposit EMD amount as mentioned in NIT through e-Nivida Portal** as "Earnest Money". EMD in no other form shall be accepted.
- 23.2 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit).
- 23.3 **Offers not accompanied with Earnest Money shall be summarily rejected.**
- 23.4 Not used.
- 23.5 The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee in accordance with clause 5 of this chapter.
- 23.6 Earnest Money will bear no interest.

**24. Risk & Cost**

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

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

**25. Compliance for procurement of Telecommunication equipment from trusted source**

Department of Telecommunication (DOT) notification no. 20-1236/2021-AS-I Dated: 30.03.2021 regarding procurement of Telecommunications equipment from trusted source shall be applicable to this tender. Both RailTel and Tenderer shall follow the procedure of trusted source as per Department of Telecommunication (DOT) notification no. 20-1236/2021-AS-I Dated: 30.03.2021.

**26. Purchaser's Right to Vary Quantities:**

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA/Sub PO/PO up to a maximum extent of +/- 25% without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries (including installation & Commissioning) under the purchase order/LOA. Any such change in quantity shall have no impact on the rates mentioned in the purchase order/LOA for any such item.

**27. Rate Contract:**

RailTel, if required, may enter into Rate Contract for catering to additional requirement of Equipment & Cards as and when arise in future. Rate Contract would be placed separately and would be operative from the date of SAT and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for Equipment & Cards detailed in SOR, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the contract value for these SOR items, however, there is no guaranteed off take against this Rate Contract. A standing Performance Bank Guarantee of Rs. 10 lakh for due fulfillment of the rate contract with validity of four months beyond contract period will be submitted by the tenderer within 30 days of issue of LOA for Rate Contract. The supplier shall have to supply, install, commission & integrate the equipment & cards against these Sub Purchase Orders within 240 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @ 10% of the value (rounded off to nearest Thousand of Rupees) of the Sub PO as per proforma given in Chapter 6, Form No.1. The PBG submitted against Sub PO is for the satisfactory performance of materials and should be valid for a period of 90 days beyond warranty period. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the PBG should also be extended appropriately. Other terms and conditions of this contract shall be followed

**The payment conditions against Rate Contract will be as per clause 4 of this chapter-4.**

**28. Site Acceptance Testing (SAT)**

On installation, testing, commissioning and integration of equipment, site acceptance testing report shall be issued duly certified by authorized representative of concern Region.

**29. Integrity Pact Program**

RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipment and

its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the bids.

a) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

1. Shri. Vinit Kumar Jayaswal

Add: E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075.

E-Mail: gkvinit@gmail.com

M.No. +91-9871893484

2. Shri. Punati Sridhar

Add: 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangaluru560102

E-Mail: poonatis@gmail.com

M.No. +91-9448105097

Name & contact details of Nodal Officer (IP) in RailTel:

Shri Suresh Kumar

Principal Executive Director/Infra

RailTel Corporation of India Ltd

6th Floor, Office Block Tower-2, NBCC Complex, East Kidwai Nagar, New Delhi-110023

E-Mail: suresh@railtelindia.com

b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

c) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

d) Deleted.

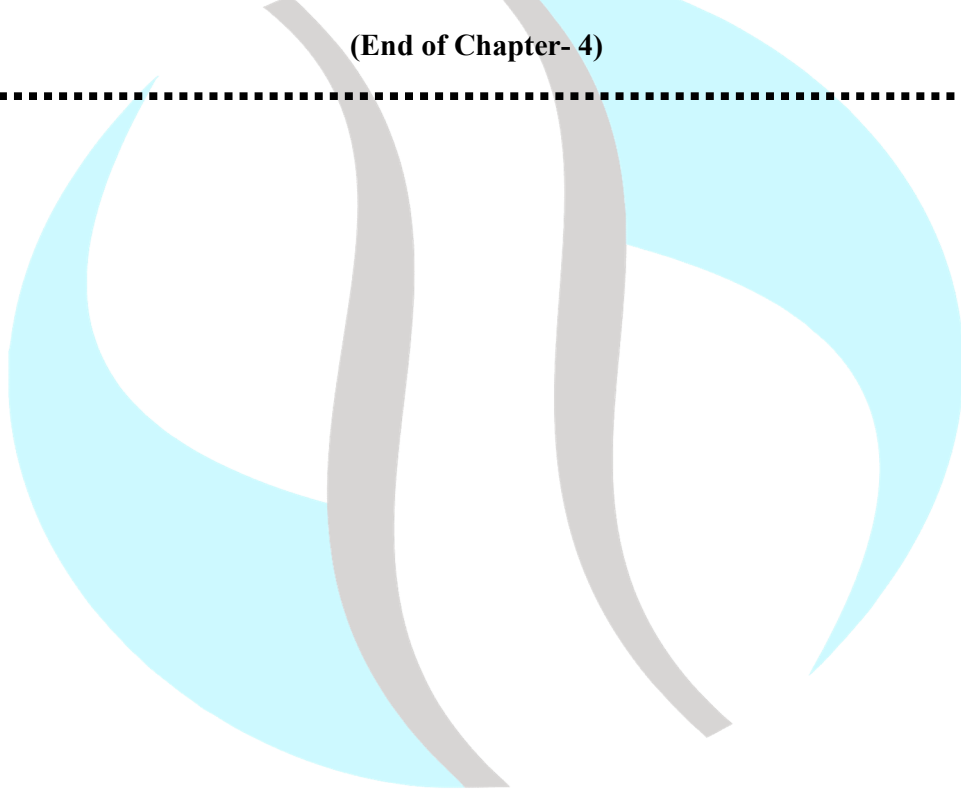
e) The ‘\_Integrity Pact’ shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with ‘\_Integrity Pact’. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Chapter-5 of this tender document (Form No. -4).

f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders

representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

g) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dated 18/05/09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

**(End of Chapter- 4)**



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RAILTEL

## CHAPTER-4A

### INSTRUCTIONS TO THE BIDDERS

#### General

These are the Special Instructions to the Bidders for Tendering.

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

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

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

#### 1.0 Submission of the bid:

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

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

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

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

#### 3.0 Fax Quotations & Late Tenders:

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

#### 4.0 Attendance of Representatives for Tender Opening:

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

#### 5.0 Addenda / Corrigenda:

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on RailTel

Website & eNivida portal. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

**6.0 Bid submission and Opening date**

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

**7.0 Submission of offline documents:**

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

- a. **Power of Attorney.**
- b. **Form No. 3 (Indemnity Bond).**
- c. **Form No. 4 (Integrity Pact).**

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

(End of Chapter- 4A)



## CHAPTER-4B E-tendering Instructions to Bidders

### **GENERAL:**

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

The link of e-procurement portal is also given on our official RailTel portal i.e [www.railtelindia.com](http://www.railtelindia.com) under TENDER TAB.

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

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

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

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

### **GUIDELINES FOR REGISTRATION:**

1. Bidders are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs. 2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in PDF format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id [eprocurement@railtelindia.com](mailto:eprocurement@railtelindia.com) for activation of account.

**SEARCHING FOR TENDER DOCUMENTS:**

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

**PREPARATION OF BIDS:**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

**SUBMISSION OF BIDS:**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Deleted.

4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

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

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

**Phone No. 011-49606060/9205898228**

**Mail id: - [eprocurement@railtelindia.com](mailto:eprocurement@railtelindia.com)**

**(End of Chapter- 4B)**

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CHAPTER-5

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

1. In consideration of the RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt .....(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated.....made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ....(Rs ..... only). We ..... (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , ..... Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . .....
3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that

the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

We, the ..... Bank further agree that this guarantee shall be invokable at our place of business at ...../New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New delhi is being advised accordingly.

(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of ,2024

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

**Witness**

1. Signature  
Name

2. Signature  
Name



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

To  
The Director,  
RailTel Corporation of India Limited

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

(Signature of Firm's Authorized Officer)  
Seal

**Signature of witness:**

1. ....

2. ....



**Indemnity bond**

THIS BOND OF INDEMNITY IS MADE ..... on this ..... day of ..... 2024

BY

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

IN FAVOUR OF

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

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

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

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

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

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

**Signature**

**(Bidder)**

**WITNESSES**

- 1.
- 2.

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RAILTEL

**PROFORMA FOR SIGNING THE INTEGRITY PACT**

(On Stamp Paper of Rs. one hundred)

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

AND

....., hereinafter referred to as “The Bidder/ Contractor”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for .....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2- Commitments of the Bidder(s) / Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally

entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” as annexed and marked as Annexure A.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex-“B”.

### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the

tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8: Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

**Section 9: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

**Section 10: Other Provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)  
(Office Seal)

(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:



**Annexure-A of INTEGRITY PACT**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application-Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/retainer-ship being paid by the principal to the agent before the placement of order by RailTel.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

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RAILTEL

**Annexure-B of INTEGRITY PACT**

**GUIDELINES ON BANNING OF BUSINESS DEALINGS**

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**1. Introduction**

1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

**2. Scope**

2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.

- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

### 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other;
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
  - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
  - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
  - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
  - e) For Corporate Office only: For procurement of items / award of contracts, to meet the

requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.

- f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

#### **4. Initiation of Banning / Suspension**

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

#### **5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent

Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.

- 5.5 For suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:
- i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
  - ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:
    1. ED / GGM/ GM (viz. Representative of Corporate Finance).
    2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
    3. ED / GGM/ GM (to be nominated on case to case basis).
    4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty one days of receipt of the reference by ED/ GGM/ GM.

- iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## **6. Ground on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings

in arbitration or Court of Law;

- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
- 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7. Banning of Business Dealings**

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this

feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- (i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- (ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- (iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- (iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.

- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.
- ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:
  1. ED / GGM/ GM (viz. Representative of Corporate Finance).
  2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
  3. ED / GGM/ GM (to be nominated on case to case basis).
  4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

- iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.
- v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

#### **8. Removal from List of Approved Agencies – Suppliers/ Contractors, etc.**

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

#### **9. Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:
  - a) For removing the Agency from the list of approved Suppliers/ Contractors, etc.
  - b) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

#### **10. Appeal against the Decision of the Competent Authority**

- 10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred

within one month from the date of receipt of the order banning business dealing, etc.

- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

**11. Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

**12. Circulation of the names of Agencies with whom Business Dealings have been banned**

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.
- 12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

**(End of Chapter- 5)**

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## Annexure-I

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

#### 1.0 Introduction

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

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

#### 2.0 Basic Definitions and terminology Used:-

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

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

**TSC:** Technical Support Center created by the Contractor for 2<sup>nd</sup> level support.

**TEC:** Telecom Excellence Center created by the contractor for 3<sup>rd</sup> level support.

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

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

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

**Severity Levels:**

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

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

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

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

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

**Key Performance Indicators (KPIs):**

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

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

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

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

**Patch Releases/Maintenance Releases:-**

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

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

### **3.0 Technical Support Service:-**

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

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

### **3.1 Contractor’s responsibilities:**

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

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

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

3.1.7 **Software Update:**

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

3.2 **RailTel Responsibility: -**

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

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

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

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

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

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

4.0 **Repair and Return Services**

4.1 **Repair**

4.1.1 **Contractor's Responsibility:**

- The Contractor will take- over the defective cards/SFPs from each of the RailTel NOC and hand-over the repaired card at the same location. The following activities will be performed by the contractor:
- After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from each of the RailTel NOC. All the documentation including identification number (Serial number) will be provided by RailTel.

- There will be initial one time activity of all existing faulty cards being repaired by ADVA before commencement of the AMC. AMC will cover only equipments which are in working condition.
- **Delivery Period:** The received defective part will be got repaired by the contractor within 30 days from the date of receiving and will be handed over to RailTel authorized representative at NOC. The contractor will also give probable reason for repeated failure of cards/ modules.

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

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

#### 4.1.2 RailTel's Responsibility

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

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

## 4.2 Return

If any part goes beyond repair due to ADVA at the time of repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as "unworkable". If it will be required to deploy a new part on that location that will be provided by the contractor to RailTel free of cost. To achieve this, contractor is required to always keep adequate spares with it during the period of AMC. However this excludes damaged, spoiled, rusted or misused parts. Any such parts will be not-repairable and no replacements shall be provided by contractor. RailTel will have to purchase fresh spares in case the cards are non repairable due to these reasons.

**5.0 Services Level Agreement Values (SLA):**

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

**5.1 Technical Support Services**

**KPIs & SLA:**

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

\*BE-Best Effort

**5.2 Repair and Return Services**

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

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

**6.0 Deleted.**

**7.0 General Conditions:**

**7.1 Period of AMC**

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

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

**7.2 Performance Bank Guarantee:-**

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

The performance Bank Guarantee will bear no interest.

Extension of time for submission of PBG beyond 30(thirty) days and up to 60 days from

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

**7.3 Prices and Taxes:-**

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

**7.4 Payment Terms:-**

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

**7.5 Execution of contract**

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

**7.6 Deleted.**

**7.7 Deleted.**

**7.8 Tenderers Address**

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

**7.9 Deleted.**

**7.10 Law governing the contract.**

The contract shall be governed by the law for the time being in force in the Republic of India. Compliance to regulations and bye-laws-The contractor shall conform to the

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

**7.11 Force Majeure clause: -**

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

**7.12 Illegal Gratification: -**

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

The contractor shall not lend or borrow from or have or enter into any 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.

### **7.13 LABOUR**

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

#### **7.13.1 Apprentices Act**

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

#### **7.13.2 Provisions of Payments of Wages Act-**

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which may be ordered to be paid by the Engineers shall be deemed to be moneys payable by the Engineer on moneys due to the contractor in terms of the contractor (whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

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

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

#### **7.13.4 Reporting of Accidents to Labor**

The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the

Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

#### **7.13.5 Provisions of Workmen's Compensation Act-**

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

#### **7.14 Determination of Contract:**

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

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

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

#### **7.15 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

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

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

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled

to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

**7.17 SETTLEMENT OF DISPUTE AND ARBITRATION: -**

- Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties. The award by the Arbitral Tribunal shall be final and binding on both the parties, i.e. contractor and RailTel Corporation of India Ltd. The courts at New Delhi shall have exclusive Jurisdiction.
- Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this agreement so far as they are reasonably able to do so.

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