

Information to RailTel's Bid Specific Additional Terms & Conditions for Supply and Installation of 120 Nos. of 12V-150AH SMF VRLA Battery for UPS including buyback of released Battery Set

1. The item/items in this bid should be quoted as per the technical specifications (Annexure-I).
2. The bidder should be either OEM or his authorized dealer/distributor.
 - a. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. The firm shall submit MAF as per Annexure-II.
 - b. If OEM is quoting, then OEM should submit the certificate.
3. Bidders are required to submit duly filled and signed technical compliance for the Technical Specifications.
4. Consignee: Sr. Manager(Tech.), RailTel Corporation of India Ltd., Kolkata.
5. The bidder shall upload the compliance of this ATC along with GEM Bid.
6. The bidder has to complete the supply of battery and installation accessories, release the old UPS battery, install the new Battery Set, buy back the released battery set within 45 days from the date of issue of confirmed PO. If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered quantity per week to the maximum to the 10% of the contract value will be levied.

7. Delivery & Installation site:

RailTel Corporation of India Limited, 2nd Floor, New Koilaghat Building, 14 Strand Road, Kolkata – 700 001.

8. Inspection:

Inspection of Battery Set will be carryout by the consignee at the site of installation.

9. Earnest Money Deposit (EMD):

Earnest Money Deposit : Rs.32,700/-

EMD can be submitted in the form of Demand Draft/Pay Order/Banker's Cheque drawn in favour of "**RailTel Corporation of India Ltd.**" payable at Kolkata or online transfer in RailTel Bank Account detail below:

Name of Bank: Union Bank of India, Chowringhee Road Branch

Name of account Holder: RailTel Corporation of India Ltd.

Account Number: 401601010519491

IFSC: UBIN0540161

Branch: 1/1, Camac Street, Ground Floor, Kolkata – 700016

Proof of payment shall be submitted online on GeM portal & original DD Banker's Cheque should reach at RailTel Corporation of India Ltd., Eastern Region Regional General Manager/Executive Director, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091 within date of opening of Tender.

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

10. Performance Bank Guarantee/ Security Deposit

The successful tenderer shall submit 3% of full contractual value including GST of the stores/works detailed in the Acceptance Offer towards security deposit in the form of DD/FDR or irrevocable Bank Guarantee from any scheduled bank for due fulfilment of contract. The instrument shall be valid for three months beyond the warranty period. The security deposit shall be released after successful completion of contract including warranty period, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/ Demand Draft should be made in favour of "RailTel Corporation of India Ltd" payable at Kolkata only, within 30 days of issue of purchase order.

In case, successful tenderer wishes to furnish security deposit in the form of Performance Bank Guarantee of value equal to Security Deposit, the same should be submitted within 30 days of issue of purchase order, 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 plus three months for lodging the claim. The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. PBG format specified in **Annexure-IV**.

Note:

A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

The bidder should not have been blacklisted by any agency /purchaser during the past 5 years and the bidder should have positive net worth and should give an undertaking for the same.

11.1 Technical Eligibility Criteria:

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

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

- b) (i) In case of tenders for composite Contracts tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or

One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

(Note: Separate completed works of minimum required values for each component shall also be considered for fulfilment of technical eligibility criteria).

- (ii) In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

(Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

- (iv) In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

11.2. **Financial Eligibility Criteria:**

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

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India). The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Battery and facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years. In case OEM is located outside India, it should have manufacturing, repair, service centre facilities in India also. The certificates/Undertaking for the same will have to be submitted.)

12. Variation of Quantities at the Time of Award

12.1 RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

12.2 The purchaser reserves the right to increase and / or decrease the order quantity

(A) upto maximum extent of +/-50% subject to the following conditions:

i. Upto +25% with no rebate

ii. From +25% to +40% with 2% rebate

iii. From 40% to +50% with 4% rebate

(B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder

13. Warranty:

The Battery is to be warranted for 24 Months from date of installation. The tenderer shall warrant that materials to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing 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 item 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.

14. Payment Terms:

100% against supply of full quantity of material, release of old battery set, installation new battery set to UPS, buyback of released battery from RailTel premises and submission of the following documents.

i. Tax Invoice

ii. Delivery Challan

iii. E-way bill

iv. Inspection Certificate

v. Consignee's receipt

vii. Warranty guarantee certificate of OEM

viii Performance Bank Guarantee

c) Bill Passing & Paying Authority:

Bill passing Authority is Regional General Manager/Executive Director, Eastern Region and bill

paying Authority is Addl.GM/Finance/Eastern Region. Bills to be submitted to RailTel, Eastern Regional office for payment.

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

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel/thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 3 years.

16. **Online Submissions:**

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) EMD.
- (ii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered item/equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC documents.
- (vi) Proof of document required against Eligibility criteria of OEM (or) Authorized bidder of OEM vide para 11 / 12 as applicable.
- (vii) MAF/OEM Authorization as per **Annexure-II**.
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-III**.
- (ix) Notarized Power of Attorney in name of authorized signatory as per Clause No. 23.

17. **Offline documents:**

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No.GN. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 at any point of time whenever asked for verification.

18. Insurance

- 18.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.
- 18.2 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The contractor shall keep the policy/policies current till the item/equipment are handed over to the purchaser and I&C of the same.

19 Constitution of Firm and Power of Attorney

- 19.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-
- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
 - (b) As partner or partners of the firm.
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 19.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 19.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 19.4 In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated of copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.

Note: 1) The bidder is required to give acceptance of all the clauses of **GeM bid, ATC** and RailTel's Bid Specific **ATC** document. Any deviation / non-acceptance may lead to rejection of the bid.

- 2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: GEM/2023/B/3349635**
- 4) After opening of the technical bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required,

ask for clarifications which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.

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

20. **Long Term Maintenance Support/AMC:**

Not used

21. **DENIAL CLAUSE** - Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage of the contract.

22. **Contact Details for general Information:**

RailTel Contact-I :Shri P D James, Asstt.GM (Mobile: 9007044114)

RailTel Contact-II :Shri Neeraj Kumar Singh, JGM/TM/Kolkata (Mobile: 9777444164)

23. **Trade Receivables Discounting System (TReDS):**

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

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

Annexure - I**Schedule of Requirements**

Srl. No.	Description	Unit	Qty.	Unit Basic price	Unit CGST/SGST/IGST	Freight & Insurance charges	Total unit cost	Total Amount
1	Supply of 12V-150AH SMF VRLA Battery Amara Raja Exide or similar make as per given specification, buyback of old Amron Quanta Battery 120 Nos., Model 12 AL 150.	Nos.	120					
2	Release of old battery set of UPS (60 Nos. of 12V-150 AH) and installation of new battery including supply of installation accessories.	Job	2					

Note:

1. The Battery set shall be installed in the existing battery rack. The supplier shall provide the required battery interconnecting cable and fixing material for installation of battery set for 2 Nos. of NUMERIC UPS Model KEOR T 60 KVA (with 12V/150AH X 60 Nos. of Battery)
2. 120 Nos. of Amron Quanta Model 12AL150 available for buyback.

Specification for Sealed Maintenance Free Batteries(SMF) for UPS

The specification governing the design, manufacture, testing, packaging and accessories shall be as follows

- 1) The UPS battery should conform to JIS 8702 C specifications.
- 2) The offered battery should be manufactured in India.
- 3) Manufacturing facility should have certifications of ISO 9001:2008 and TS16949:2009
- 4) The manufacturing facility should be environmentally friendly with ISO 14001 certification.
- 5) The battery should have been tested and performance validated by third party agency like ETDC or CPRI.
- 6) Battery cover and container should be made of poly propylene co polymer plastic material as it has low permeability to avoid water loss due to evaporation.
- 7) Batteries should have reinforced end walls to avoid bulging during usage of the batteries.
- 8) To provide protection against accidental shorting between terminals (safety of operating person and to protect the terminals from damage during transportation, batteries should have a PPCP protector over each terminals with clear polarity marking.
- 9) The supplier should submit internal test report along with the batteries.
- 10) Principal Company/OEM should have pan India network.
- 11) The OEM should have toll free number to log service complaints.
- 12) The manufacturer/principal company should have an experience of manufacturing SMF-VRLA batteries for more than 5 years.
- 13) The Manufacturer should have authorized sales & service partner at Kolkata.
- 14)

Capacity	150AH
Nominal Voltage	12 V
Type	SMF (Sealed maintenance Free) VRLA
Approx. size	450 mm. (Length) X 170 mm. (Width) X 250 mm. (Height)
Warranty	Minimum 24 months

Annexure-II

**Regional General Manager/Executive Director,
Eastern Region,
RailTel Corporation of India Ltd.
Eastern Region,
19th Floor, Aurora Waterfront Building,
Plot No. GN, Block - GN,
Sector-V, Salt Lake City,
Kolkata – 700 091.**

Subject: Manufacturer Authorisation form (MAF) to M/s for

Ref: GeM Bid No. GEM/2023/B/3349635 dated:12.04.2023

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of(Provision of SMF VRLA suitable for UPS battery for Telecom equipment details), having our registered office at

We hereby authorise M/s (bidder name), Office to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid.

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

Thanking you,

Best regards,

Authorised Signatory

Annexure-III

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

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s._____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____

as per the tender No._____ of (RailTel Corporation of India Ltd., Eastern Region), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

Annexure - IV**PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND**

(On Stamp Paper of Rs One Hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited 19th Floor, Aurora Water Front Building, GN. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt
.....(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA 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 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) / Bidder(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) / Bidder(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.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7. We, (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.

Notwithstanding anything contained herein,

1. Our liability under the Bank guarantee shall not exceed Rs. (In Rupees)
2. This Bank Guarantee shall be valid up toand
3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before
..... (date of expiry of guarantee).

Dated the day of 2023

for

(indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature
Name

General Conditions:

1. Tenderers Address

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

2. Law governing the contract.

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

3. Force Majeure clause:-

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

4. Illegal Gratification:

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

amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any offence or compensation payable to the RailTel under this clause shall be settled by the Regional General Manager of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payment for the work done up to date of rescission.

5. LABOUR

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

6. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

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

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

7. RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer’s Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being

or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

8. SETTLEMENT OF DISPUTE AND ARBITRATION: -

Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

- All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- The arbitrator will be appointed by the Chairman & Managing Director of RailTel Corporation of India Ltd.
- Each of the parties agree that no withstanding 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)
