

CORRIGENDUM No-1

Corrigendum No. 1 dated 21.10.2020

Tender no. RCIL-20-21-SC-54 Dt 19.10.2020

Name of the Stores: **“Supply of STM-4 equipment upgradable to STM-16 for the OFC based Communication System of RailTel/Railway”**

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Corrigendum-1 is issued hereby for correction of year in the tender no, addition of MSME/NSIC exemption clause for cost of tender and EMD, deletion of mention of Chapter-IV, addition of annexure for Indemnity Bond, wherever applicable in tender document as detailed below:

Item Description/Para in tender	As per Tender Document	To be Read as
Tender Notice and wherever applicable	Tender No.RCIL-19-20-SC-54	Tender No. RCIL-20-21-SC-54
MSME/NSIC Exemption for Cost of Tender and EMD	Explicit mention not available	Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work/services is exempted from submission of cost of tender & EMD
Clause No.16.1	The bidders should quote for all items & the offer will be evaluated in totality. The bidders should indicate brand name, type/model number of the products offered. The equipment should be supplied as per Technical Specifications given in Chapter-4	The bidders should quote for all items & the offer will be evaluated in totality. The bidders should indicate brand name, type/model number of the products offered. The equipment should be supplied as per Technical Specifications in tender document
Clause No.35.5, point14, Indemnity Bond	Annexure Missing	Addition of Indemnity Bond form as Annexure-V

All other terms and conditions of tender remain the same.

Sd/-

(यशपालसिंहतोमर)

(Yashpal Singh Tomar)

महाप्रबंधकअनुरक्षण,संचालनऐवमपरियोजना/ दक्षिणक्षेत्र

General Manager/POM/SR

रेलटेलकॉरपोरेशनऑफइंडियालिमिटेड

**RailTel Corporation of India Limited, Secunderabad**

**Annexure-V for tender document**

## Indemnity bond

THIS BOND OF INDEMNITY IS MADE ..... on this ..... day of ..... 2020

BY

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

IN FAVOUR OF

RailTel Corporation of India limited, incorporated and existing within the meaning of section 2(20) Companies Act, 2013 and having its Regional Southern Region office 1-10-39 to 44, 6A, 6<sup>th</sup> Floor, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016 and its Corporate office at Plate –A, 6<sup>th</sup> Floor, Office Towers-2, NBCC Building, 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 1.2 of chapter I, Section-IV, 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 etc was also submitted in its price bid as stipulated in clause 7.1 of chapter I,Section-IV 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.
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 bidders have hereunto set its hands on the day and year first hereinabove written.

**Signature**

**(Bidder)**

**WITNESSES**

- 1.
- 2.

