

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking) (Ministry of Railways)

TENDER DOCUMENT

FOR

Hiring of 5 Nos. Commercial Vehicles with driver and fuel on monthly package & daily hire basis to RailTel Corporation of India Limited, Western Region for a period of Two years, extendable to one more year.

TENDER No. RailTel/WR/Tender/OT/2015-16/38

Date: 11.05.2016

Tender Copy No. _____.

Sold to : _____

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No. RailTel/WR/Tender/OT/2015-16/38

Date: 11.05.2016

Notice for Inviting Tender

RailTel Corporation of India Ltd., Western Railway Microwave compound, Senapati Bapat Marg, Mahalaxmi, Mumbai –400013, invites sealed Open tender from the established & registered Travel agencies with proven experience for **“Hiring of 5 Nos. Commercial Vehicles with Drivers and fuel on monthly package & daily hire basis to RailTel Corporation of India Limited, Western Region, Mumbai for a period of Two years, extendable to one more year”**.

Approximate Cost of Work : Rs. 49,30,000/-

EMD Amount : Rs. 98,600/-

1	Beginning of Sale of Tender Documents	From 11.05.2016
2	Closing of sale of Tender Documents	10.06.2016 upto 12.00 Hrs
3	Receipt of sealed Tender documents	10.06.2016 upto 15.00 Hrs
4	Opening of sealed Tender documents.	10.06.2016 at 15.30 Hrs
5	Validity of Offer	90 days from the date of opening of Tender
6	Address for availability of Tender Documents by hand and also For submitting the Bid	RailTel Corporation of India Ltd, Western Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi (W) Mumbai – 400 013.
7	Website Address for downloading Tender	www.railtelindia.com
8	Cost of Tender Document is Rs.3150/- (Rs. Three Thousand One Hundred & Fifty only) if downloaded from website or collected from this office. The amount may be paid through Bank Draft in favour of “Railtel Corporation of India Ltd, payable at Mumbai”.	
9	Rates quoted should be inclusive of Taxes. Tenderer has to give clear declaration whether availing abatement of Service Tax or not.	

The eligibility criteria and List of Documents required to be submitted along with Tender, are given in the Tender documents. Fulfillment of eligibility criteria as mentioned in the Tender document is a pre-requisite for consideration of the offer of the Tenderers.

The offers shall be opened on above said date, at the above Mumbai, in the presence of those bidders who choose to be present. If the above said date happens to be a holiday the same shall be done on the next working day.

Further information including corrigendum, if any, will be available at RailTel's website www.railtelindia.com or from the Regional Office at Mumbai.

**General Manager (O&N),
RCIL/Mumbai**

OFFER LETTER

Tender for Hiring of 5 Nos. commercial Vehicles on monthly package & daily hire basis to RailTel Corporation of India Ltd. (A Govt. of India PSU) for Mumbai based officers for Two years extendable to another one year.

To
RailTel Corporation of India Ltd
Western Railway Microwave Compound
Senapati Bapat Marg, Mahalaxmi West, Mumbai – 13.

Dear Sir,

I / We hereby submit our quote / rates for supply of EXCLUSIVELY COMMERCIAL VEHICLES on monthly package / daily hire basis to your office on the terms and conditions indicated below. This offer shall be valid for 90 days from the date of opening of the bid. The rates of package / hire charges will be as under :

(A) Rates for Monthly package basis (in figures & in words)

Vehicle Model	Rate for monthly run of 2000 km & 312 hrs.	Rate per extra Km. (above 2000 kms)	Rate per extra hour, (above 312 hrs subject to max 12 hrs per day)
Mid Segment (Tata Indigo, Mahindra Verito, Swift Dzire or equivalent model in prices)			
Rate in words			

(B) Rates on Daily basis (In figures & in words) :

Vehicle Model	Daily Rate for run of 100 km & 12 Hrs	Rate per extra Km. (above 100 kms)	Rate per extra hour, over 12 hrs
Mid Segment (Tata Indigo, Mahindra Verito, Swift Dzire or equivalent model in prices)			
Rate in words			
High Segment like Honda City			
Rate in words			

Whether Abetment is being availed (for Service Tax purpose) : Yes / No

Name & Signature of the Authorized Signatory

Name & Address of the firm.....

2. Terms & conditions:-

(A) Eligibility Condition:

- (i) The bidders having a minimum fleet of 6 vehicles for Medium segment AC Cars of October 2014 or later models vehicles authorized to ply as hired vehicle as per section 66 MVA-1988 are eligible to participate in the bid. The vehicle should be registered for use as hired vehicle in the name of firm or in the name of proprietor or in the name of partner(s) of the firm. (Self attested copy of partnership Deed or Article of Association or ownership certificate to be enclosed).
- (ii) The firms will have to submit a list of vehicles / cars segment wise indicating the make, registration no. and model alongwith photocopies of registration certificate.
- (iii) The agency submitting the offer should have a valid **Permanent Account Number** issued by the Income Tax Department of the Government of India and a copy of the same is to be attached with the tender documents.
- (iv) Agency submitting the Tender should have a valid **Service Tax registration Number** and should attach a copy of the same with the tender.
- (v) Deleted
- (vi) Deleted
- (vii) Agency submitting the bid should submit an affidavit that he or his firm has not been black-listed by any of the organization / government department upto the date of submission of the offer to RailTel.
- (viii) In case the firm(s) is / are registered as partnership firm, a copy of the "Partnership Deed" will have to be attached along with tender documents. Any person who is in Govt. service or is an employee of RCIL shall not be a partner to the agency. (Partnership registered after opening of the tender will not be accepted. In case of partnership, eligibility criteria should be fulfilled by the partnership firm and not by any of the individual partnering firm)

(B) Evaluation Criteria :

For the purpose of Evaluation, the merit position will be decided based on the Offer of basic rate combined with 100 KM extra and 12 Hour extra. The lowest offer, thus arrived will be selected. The Tender will be finalized on monthly rates only. RailTel reserves the right to accept / reject the rates received against On-Call basis (Daily basis).

(C) General Conditions:

- (i) The empanelled agency should provide **commercial vehicles**. The prescribed rates are for hiring of vehicles with driver. No additional charges will be admissible except service tax, parking charges & Toll tax, which will be as per actual. However, the State Entry Taxes or any other Tax levied by the Govt. as per rules, for entry/exit of vehicles in or outside Mumbai, shall be paid by RailTel as actual on documentary evidence.
- (ii) The Rates must be unconditional. Incomplete or conditional quotes shall be rejected summarily. Agency submitting the bid must sign each paper of the Tender documents.
- (iii) **In exigencies, the vehicle may be required to go beyond its HQ.** As per clause 12 of the terms and conditions, in case of outstation journey **Rs.250/-** per night extra payment is admissible.
- (iv) The rates in the Offer Letter should be **in figures as well as in words**. In case of any discrepancy in rates in figure and words, rates in words would be adopted. Alterations, if any, should be attested by the agency or its authorized signatory.
- (v) **The Drivers should have Mobile Phones 24 hours in working condition. Drivers should also be in uniform and should have valid Commercial License/batch etc. to drive commercial vehicles in the area where deployed.**
- (vi) RailTel reserves the right to reject all or any of the Offer, accept more than one Offer.
- (vii) The agreement shall be valid for a period of Two years from the date of issue of letter (LOA) engaging the firm by the RailTel which can also be extended on the same terms and conditions or short closed at the discretion of the RailTel on account of unsatisfactory services rendered by the Firm.
- (viii) RailTel reserves the right to obtain services upto +25% or -25% number of vehicles. RailTel reserves the right to empanel / allot the contract to more than one Agency, by splitting the whole contract.

(D) Earnest Money & Security Deposit :

The Agencies participating in the tender process shall enclose with the tender documents a demand draft of an amount of Rs.98,600/- (Ninety Eight Thousand Six Hundred only) as Earnest Money Deposit (EMD) valid for 60 days. The DD should be in favour of "RailTel Corporation of India Limited" payable at Mumbai. In the event of the successful tenderer(s) refuses to accept the offer made by the RailTel, the EMD shall be forfeited. In other cases, it shall be returned without any interest thereon. Offer received without EMD will be summarily rejected. EMD will carry no interest.

In the event of becoming successful tenderer(s), the firm(s) EMD will be converted into SD and Balance amount of SD will have to be deposited to make SD equivalent to 10% of the value of the contract through DD or Bank Guarantee Bond in favour of "RailTel Corporation of India Limited" as SD for due fulfillment of the contractual obligations. SD

will be refunded after completion of work successfully including extended period, if any. SD carries no interest. Bank Guarantee Format is attached at Annexure – B. BG should be valid for 28 months. In case of failure to fulfill the contractual obligations by the successful bidder, the 10% SD will be forfeited / BG encashed.

(E) Submission of Tender :

- (i) Complete set of bid documents can be obtained from the office of Senior Manager(P&A), RailTel Corporation of India Ltd, Western Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi (West), Mumbai – 400013 on any day before the closing date of sale of tender document (except on Saturdays, Sundays and public holidays) on submission of a request letter along with a non refundable cost of tender document of Rs.3150/- (including taxes) by way of DD in favour of “Railtel Corporation of India Limited” payable at Mumbai. The bid document will not be sent through post or courier. However, if tender is submitted by the bidder(s) through post or courier before the deadline, the same will be acceptable for opening at scheduled date / time of bid opening. Tender cost is non refundable. In case the Tender document is downloaded from RailTel website, the bidders are required to submit above cost of tender documents in the form of DD issued not later than last date of issue of sale of tender documents, in favour of “Railtel Corporation of India Limited” payable at Mumbai. The bid documents not accompanied with DD of Rs.3150/- will not be considered for evaluation.

In case, any modification / alteration etc. vis-à-vis the original tender document posted on the web site is noticed during the scrutiny of downloaded tender documents, the bid submitted by such a tenderer is liable to be rejected.

- (ii) The completed sealed Tender along with EMD and Tender cost in the form of DDs in favour of “Railtel Corporation of India Limited” payable at Mumbai will be accepted till 15.00 hrs of 10.6.16 & will be opened **on the same date at 15.30 hrs.** In case, 10.6.16 is declared holiday, the Tender shall be opened on next working day at **15.30 hrs.**
- (iii) The offer should be placed in a sealed envelope super-scribing “Tender for hiring of vehicles”. **Each page of the tender documents shall be signed and stamped by the authorized signatory / proprietor of Firm(s).**
- (iv) The envelope containing the Offer along with Tender Document and List of Documents should bear the complete address of the agency very clearly so that in case the Offer is received later than the due date and time, the same could be returned to the agency without opening the same.
- (v) RailTel Corporation shall not be responsible for any postal delay resulting in late receipt/ non-receipt of Offer.
3. The firm(s) shall irrevocably consent to the sole jurisdiction of the Courts of Mumbai in connection with any action(s) or proceedings arising out of or in relation to this contract.
4. The **Terms and Conditions** binding on the agency regarding operation / maintenance of vehicles /contract are enclosed as Annexure – A.

**Documents to be attached by the agency with the Tender.
(All documents should be Self Attested)**

(A) General credentials:

- i) Credentials of the agency like profile, office address, date of incorporation, coverage of business, experience in car rental business etc.
- ii) Copy of the Permanent Account Number
- iii) Copy of Service Tax Registration
- iv) Affidavit by the agency that it has not been blacklisted by any Government department till the date of submission of quotation.
- v) A copy of Partnership Deed where applicable.
- vi) Demand Draft for EMD.
- vii) Demand Draft towards the cost of Tender document, if downloaded.

(B) Technical Credentials:

- i) Tender Documents in original duly signed and stamped on each and every page by the authorized signatory.
- ii) Acceptance of the terms and conditions for operation/maintenance of vehicles.
- iii) A certificate from the Tenderers along with documentary evidence to proof that the agency is in car rental business for more than last 3 years.
- iv) Copy of contracts for hiring of vehicles, received in the last 3 years along with completion certificate from the customer.
- v) List of Vehicles / Cars along with copy of RCs available with the agency.

(C) Financial Credentials:

- (i) Deleted.
- (ii) Deleted.

The Terms and Conditions mentioned in Para 2 above are acceptable to me / us and shall be binding on me / us.

Signature of proprietor / authorized signatory.....

Name of the Proprietor.....

Name of the firm.....

Rubber stamp of the firm.....

Address with phone number.....

ANNEXURE-A

TERMS & CONDITIONS OF THE CONTRACT (Operations & Maintenance of Vehicles) FOR SUPPLY OF VEHICLES ON MONTHLY PACKAGE & DAILY RATES BASIS TO RAILTEL, WR.

1. The contracting agency shall provide only **Commercial Vehicles**.
 - 1.1 The agency shall at all times be fully responsible and accountable for any illegality arising out of any violation of rules relating to commercial vehicles at any time during the period of the contract. It is the agency who shall keep RailTel indemnified from all losses, claims, or outgoings whatsoever if any on account of any default committed or cause to have been committed at any time by the agency in providing the vehicles to RailTel under the contract.
 - 1.2 The Antecedents of driver provided with the vehicles should be thoroughly checked by the Agency and should verify authenticity of the Identity indicated in the Driving license/badge. Agency should submit a Certificate on his letter head in this regard that he has verified the antecedents of the Driver and authenticity of his Identity in Driving License. Driver's Police Verification certificate should also be provided to RailTel.
2. The prescribed rates are only for hiring of vehicles with driver. In addition, RailTel will pay service tax as per service tax abatement declaration, parking charges, toll tax, state entry tax (wherever applicable) or any tax levied by government as per rules, on actual basis on production of original receipts.
3. **The vehicle should display prominently "On Govt. of India (RailTel) Duty".**
4. The vehicle must be mechanically sound and decently maintained with neat and clean seat covers. The agency shall be responsible for complete maintenance of the vehicles provided by it at its own cost and provide his own staff / manpower for this purpose.
5. Vehicle provided should be fit to ply in the respective areas as per the rules / regulations / Acts prevailing in these areas. The officer may take the vehicle to places beyond these areas as and when required for which an extra payment of Rs.250/- per night is admissible.
6. The driver must be well-mannered, well acquainted with Mumbai area and should attend the duty on time in proper and clean uniform with name badge and with valid driving license. RailTel Corporation of India Ltd. (hereinafter referred to as RailTel) has the right to ask the agency for removal of the driver of a vehicle who is not found competent, orderly or disciplined. Any unsatisfactory performance or rude manner or such similar case from the Driver will attract a fine of Rs.1000 per case on written complaint of the Vehicle using officer.

7. The agency should provide vehicle numbers as well as names, addresses and mobile phone numbers of the drivers deployed in RailTel, within one/two days from the date of acceptance of the contract.
8. The vehicle provided by the agency will be regularly inspected by the officers nominated for this purpose and in case of non-compliance of any of these terms & conditions, or any unsatisfactory service of the Vehicle, a penalty of Rs. 1500/- per case shall be imposed on the agency against each violation separately on coming to notice under each inspection or on being brought to the notice by the concerned official availing the service. In case the vehicle is required to be changed on the request of the concerned officer or on account of any unavoidable replacement, a new vehicle number shall have to be advised to RailTel's nominated Officer for this purpose and duly inspected by him before being deployed by the agency.
9. The vehicle is required for approximately **2000 k.m.** per month with aggregated duty of **312 hrs per month**. For running on daily basis, vehicle is required for **more than 100 k.m. per day** with aggregated duty of **12 hrs or beyond per day**. **The Vehicle may be required for all the 7 days & week, including holidays in the case of vehicle on monthly basis.** In case of monthly vehicles, the Vehicle shall remain within the custody of RailTel during the contract period.
10. RailTel is not liable to provide parking place for the Vehicles. The Vehicles shall be deployed exclusively for RailTel's official use only and it should not be used elsewhere and for any other reason.
11. Vehicle should not use reversal audio indication in the residential premises and Driver should take precautions not to cause any inconvenience to the residents of the locality.
12. No mileage will be allowed for the drivers to take lunch / breakfast /dinner/ filling fuel. However, in case of outstation journey, Rs. 250/- will be paid extra for staying out of station per night.
13. If CNG driven vehicles are provided then they will be accepted provided these vehicles are registered with the appropriate Motor Transport Authority.
14. The air-conditioning system of the vehicles should be in good working condition.
15. Subject to the provisions under **Clause 35**, the rates quoted by the agencies shall not be revised or altered during the currency of the contract period/ extended contract period.
16. Reporting and relieving time as directed by the concerned officer should be strictly adhered to by the concerned driver.

17. Payment to monthly basis vehicles shall be made on monthly basis on submission of Invoice and RTGS details/cancelled cheque and User Logsheet. Monthly Bills for hiring of vehicles for any month shall be preferred in the first week of the following month to General Manager (O&N) / RailTel. Alongwith the bill for the first month, the agency should submit copy of EPF registration, if applicable.
18. The drivers of the vehicles will maintain log book on daily basis, which will be supplied by RailTel in respect of each car. Each page of the Log book should be indicated with the Registration Number of the Commercial vehicle. The log book should be got signed by the officer using the vehicle. The log book should be submitted to Sr. Manager/Admin. or his representative or other authority specifically identified, on demand.
19. The agency while claiming parking charges/toll charges etc. in addition to the monthly expenses, the receipts produced should bear the date of issue/ vehicle Number and the Amount paid. **Parking charges / toll charges etc should be entered in the log book also against the concerned date.**
20. The agency will ensure booking, supply and punctuality of the vehicles round the clock even at short notice. In case of non-supply of vehicle(s) pertaining to monthly hiring basis, a penalty of Rs. 1500/- per day per vehicle shall be imposed on the agency besides recovery of cost of hiring of alternate vehicle(s) from other sources for such days.
21. In case driver(s) engaged by the agency for driving the vehicles for RailTel do not report to work, the agency must ensure engagement of alternative driver(s) immediately to ensure continuity of service without any break.
22. Subject to the provisions contained in clause 3, in case of monthly packages, the agency will ensure that the vehicles and drivers are not changed frequently. One vehicle once engaged for one officer should not be changed other than in exceptional circumstances.
23. In case of unsatisfactory service, kilometerages or in any other respect whatsoever, the decision of the RailTel will be final.
24. In case of breakdown of a vehicle or other such eventuality, alternative vehicle will be arranged by the agency immediately at its own cost.
25. Government taxes as applicable from time to time will be deducted at source by RailTel. All prices shall be inclusive of taxes/duties as applicable at present except service tax which is payable by Service Provider & Service Recipient as per their portions based of abatement/non-abatement options. Thus ST shall be shown separately under new Service Tax rules. Agency should clearly indicate whether they are availing Abetment or not.
26. In case the agency desires to terminate the agreement, it should give one month's notice in advance to RailTel.

27. The agency will be responsible for getting the vehicle checked periodically for pollution at the authorized Pollution Checking Centre and obtain PUC for each vehicle. If any penalty is imposed on the vehicle for violation of prescribed vehicular pollution norms, the cost will be borne by the agency.
28. The agency shall indemnify RailTel through Indemnity Bond against all damages /charges / expenses etc. for which RailTel may be held liable to pay on account of the negligence of the agency or its staff / driver or any other person under his control whether in respect of accident or injury to any person or damages to the property of any member of the public or any other public property in execution of the work or otherwise and against all claims or demands thereof. RailTel shall not be responsible financially or otherwise for any injury to the driver or any other person deployed by the agency during the course of performance of work. The Contractor shall be responsible for and shall pay any compensation to the Driver payable under Workmen's Compensation Act 1923 and 1933 in case of any accident during the course of RailTel duty.
29. The vehicle and the driver shall remain available all the time as per duty roster and shall not leave place of work without prior permission of the officer concerned. RailTel will not provide rest room or sitting room for drivers and will not allow to park inside the office complex.
30. **Contractor should take out and keep valid during the Contract period a Third Party Insurance as applicable in the Vehicle Act.** A copy of this insurance should be submitted to this office along with the Agreement.
31. The agency will ensure that the tanks of all vehicles supplied to RailTel are fully filled up with fuel before these are sent for use. In case any officer desires, the agency shall provide roof carriers on vehicles
32. In case of acceptance of Tender, the Contract containing these terms and conditions will have to be signed and stamped by the proprietor / partner / authorized signatory of the Agency as a token of their acceptance, failing which the offer shall be treated as non responsive and no further request in this regard shall be entertained and EMD shall be forfeited.
33. The agencies while claiming payment should furnish the bills indicating – The name of the Agency, The Registration number of the vehicle provided., the name of the official to whom the vehicle is provided along with a copy of the log book duly verified by the official. The log book should contain the vehicle run from residence to residence only.
34. The rates accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case, Government decides to increase/decrease the price of Petrol/Diesel/CNG, RailTel Corporation reserves the right to increase/decrease rates depending upon the type of fuel being used as per the prescribed formula indicated below -

For increase / decrease in the petrol/diesel/CNG prices upto 10%, no change in prescribed rate will be allowed. In case the increase/decrease is beyond 10%, the rates shall be increased / decreased by 1/4th of such percentage increase/decrease in the fuel price beyond 10%. For this purpose the 'Base Rate' will be rate prevailing on the date of issue of LOA.

For example if fuel price is increased by 12% in relation to the price on the date of acceptance of the contract and the prescribed rate is Rs.20,000/- then the prescribed rate may be increased by Rs.20000 x 2% (i.e. 12%-10%) x 1/4 =Rs.(20000 x 0.02 x 0.25) i.e. Rs.100/-.

For this purpose, firms are required to furnish list of petrol/diesel/CNG driven vehicles supplied by them on monthly basis. This statement must indicate petrol/diesel/CNG vehicles separately and must be furnished to RailTel Corporation along with their monthly bills. In the absence of this declaration, no increase will be permissible.

35. All applicable laws, ordinances, statutes, rules, regulations, order or decrees in effect, issued by Government of India, State Government, local Municipal and other legal governing bodies, at the time of the currency of the contract shall apply to car rental agency and its employees and representatives.
36. All the cases related of Arbitration / determination of settlement, if any, shall be subject to Mumbai jurisdiction. In case of dispute, the decision as given by CMD, RailTel, New Delhi shall be final and binding on the Contractor.

The Terms and Conditions mentioned in Paras 1 to 36 above are acceptable to me / us and shall be binding on me / us in all circumstances.

Signature of proprietor / authorized signatory.....

Name.....

Name of the firm.....

Rubber stamp of the firm.....

Address with phone number.....

CHECK LIST OF DOCUMENT SUBMISSION

Sr. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
1	Agency profile Details			
2	Copies of registration Certificates of the Agency for Car Hiring.			
3	Proof of experience in car rental business			
4	Copy of PAN / TIN card			
5	Copy of Service Tax Registration Certificate.			
6	Affidavit / Certificate stating that the firm/agency is not black listed by any Govt department or no criminal case is registered against the firm/agency or its owner / partners anywhere in India.			
7	Details of the Car proposed to be provided to the Corporation (Ownership proof, registration no. & year of make)			
8	Copy of contracts for car rental received from other organizations during the last 3 years.			
9	Proof showing satisfactory completion of a single work in the last 3 financial years			
10	DD details of Cost of Tender Document			
11	DD details of EMD			
12	Offer Letter duly quoted with rates, signed and stamped			
13	All the pages of Tender Document signed and stamped as a token of acceptance.			

Signature of bidder with Seal of establishment

Full Name of Bidder with Address & Date

ANNEXURE - B

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, 6th Floor, III Block, Delhi Technology Park, Shastri Park, Delhi-110053 with Western Regional office at Western Railway Microwave Complex, Opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 (Herein after called the RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No./Tender No. dated made between RailTel Corporation of India Limited 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. 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 ` 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.

We,(name of 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 as 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 `.....only.

We,(name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(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) / Supplier(s) shall have no claim against us for making such payment.

We,(name of 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. We,.....(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 or 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)/ Supplier(s).

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

(i) The liability of the surety under his Bank Guarantee shall not exceed `..... (Rupees only).

(ii) This Bank guarantee shall be valid upto

(iii) We are liable to pay the guaranteed amount or nay part thereof under this Bank Guarantee only and only if you serves upon the bank, written claim or demand on or before

Dated theday of 2016

for

(Indicate the name of the Bank)

Witness :

Signature :

Name :

Signature :

Name :

NOTE: The Guarantee shall be valid for a period of 28 months from the date of LOA.