



RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

LIMITED TENDER DOCUMENT

FOR

"Supply of IT material"

(Single Packet System)

RAILTEL/TENDER/LT/CO/DNM/2016-17/Supply of IT Items/367 Dated- 10.02.2017

Tender Copy No. _____

Sold to _____



RailTel/Tender/LT/CO/DNM/2016-17/ Supply of IT Items /367

Dated: 10.02.2017

LIMITED TENDER NOTICE

Limited Tender Notice No. RAILTEL/TENDER/LTD/CO/DNM/2015-16/ Supply of IT Items /367 Dated 10.02.2017

RailTel Corporation of India Ltd. (RailTel) invites Limited tenders (single packet) in sealed covers, from Limited firms for **"Supply of IT material"** The details are as under: -

a)	Last Date and Time of Submission of offer	Up to 15:00 hrs of 22.02.2017
b)	Time of opening of Limited Tender	15:30 hrs of 22.02.2017
c)	Validity of offer	60 days
d)	Delivery period	30 days
e)	Approximate value of the work	Rs 31.5 lacs
f)	Earnest Money (EMD): (To be deposited in the form of Bank Draft in favour of RailTel Corporation of India Limited, Gurgaon)	Rs. 63,000/- (Rupees Sixty Three Thousand only).
g)	Cost of Tender Document	Rs. 1000/- to be submitted as a bank draft Payable in favor of "RailTel Corporation of India Limited."
h)	Copy of Tender Document is enclosed herewith & also sent through email. All pages of original tender document duly signed by the tenderer along with the offer is to be submitted to this office at RailTel Corporation of India Ltd., Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003.	

Pawan Kumar Sharma

Joint General Manager/DNM

For & on behalf of

RailTel Corporation of India Ltd.



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संकाय
RAILTEL



CHAPTER-I

OFFER LETTER

RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003

I/We _____ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 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 of IT Items" as per Schedule of Requirement for Limited Tender No. RailTel/Tender/LT/CO/DNM/2016-17/Supply of IT Items/367 dated 10.02.2017 for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the Equipment within 60 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of PO and to carry out the supply according to the Specifications for materials laid down by the Railtel for the present order.

I agree for payment of Security Deposit or Performance Bank Guarantee as per terms & conditions of tender within 15 days after receipt of LOA to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

1.

2.

CHAPTER-2

SCHEDULE OF REQUIREMENT (SOR)

SN	SOR	Item Description	UOM	Qty	Unit Basic Rate (in Rs.)	Packin g & Forwar ding Charge	CVD/ ED @ ---%	Sales Tax/ CST/ VAT/ LST @ --- -%	Unit Rate (All inclusiv e) (in Rs.)	Total Cost (in Rs.)
					(a)	(b)	(c)	(d)		
1	SOR-1	Network Printer	Nos	1						
2		USB Printer with A-4 paper size	Nos	2						
3		USB Printer with A-3 & A-4 paper size	Nos	1						
4		Desktop Core I5	Nos	22						
5		Desktop Core I3	Nos	08						
6		Antivirus Software for 35 users	Nos	1						
Sub Total:										
7	SOR-2	Optical Fiber TAPs	Nos	31						
8		Optical Fiber TAP Chassis	Nos	4						
9		Accessories for Installation and commissioning of Site	Lum sum	4						
Sub Total:										
10	Incremental% AMC cost in addition to 3.5 % mentioned in clause 23 of Chapter-4		Years	3						
Grand Total										

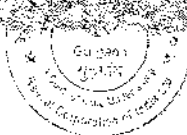
Note:

1.1 Unit rate quoted against SOR above should be FOR destination inclusive of all duties, taxes, insurance and freight etc.

1.2 Cost breakup to be submitted by the bidder.

a. Base rate

b. Packing and forwarding charges.



- c. Excise Duty/CVD if applicable
- d. Sales Tax/CST/VAT/GST
- e. Transportation charges
- f. Service Tax
- g. Others

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

- 1.3 User manual, instruction manual, operating manual etc. wherever required shall be submitted by the bidder.
- 1.4 All equipment should be with warranty of **36 months** from date of delivery to the consignee as per para 2 of Chapter-4.
- 1.5 Evaluation of bid will be done SOR wise and bidder can quote for any one SOR or both SOR.



CHAPTER-3

Technical Specifications

Technical Specifications of the Equipments

Note 1: It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

Specifications for equipment.

1. Specifications for Network Printer:

Printing Method	Black & White Laser Beam Printing
Print Speed	Mono: A4
Duplex Printing	From Tray, A4 Size
Resolution	600 x 600dpi
Paper Input Tray	500
Paper Size	A4
Interface	USB2.0 and Network (100Base-TX)
Duty Cycle	25,000 pages
Recommended Monthly Print Volume	500 - 2,500 pages
Operating Systems Supported	Windows 8, Windows 10, Linux

2. Specification for USB Printer with A-4 paper size:

Printing Method	Black & White Laser Beam Printing
Print Speed	Mono: A4
Resolution	600 x 600dpi
Paper Input Tray	50
Paper Size	A4
Interface	USB2.0 minimum
Duty Cycle	10,000 pages
Recommended Monthly Print Volume	200 - 1,000 pages
Operating Systems Supported	Windows 8, Windows 10, Linux

3. Specification for USB Printer with A-3 & A-4 paper size:

Printing Method	Laser or Inkjet
Printer Type	Multi-function (Print, Scan and Copy)
Resolution	600 x 600dpi 1200 x 1200dpi equivalent
Paper Size	A3 and A4

Interface	USB2.0 minimum
Duty Cycle	10,000 pages
Recommended Monthly Print Volume	200 - 500 pages
Operating Systems Supported	Windows 8, Windows 10, Linux

4. Desktop Intel® Core™ i5:

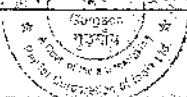
Desktop Should be from Dell, HP or Lenovo.	
CPU	Intel® Core™ i5 or above
OS and Software	Windows 10 Pro, Office Business 2016 or above
RAM	Min 8GB 2133MHz DDR4 Memory or above
HDD	Min 500 GB or above
Graphics	Intel® Integrated Graphics
DVD	No Optical Drive
Display Ports	Two display ports
Wireless	No Wireless
Monitor	21" HD LED Monitor
Keyboard & Mouse	USB Type

5. Desktop Intel® Core™ i3:

PC Model: Dell OptiPlex 3020 or equivalent	
CPU	Intel® Core™ i3
OS	Ubuntu
RAM	Min 4GB 2133MHz DDR4 Memory
HDD	Min 500 GB
Graphics	Intel® Integrated Graphics
DVD	No Optical Drive
Display Ports	VGA Video Port 1 and HDMI port 1
Wireless	No Wireless
Monitor	Two monitor, E1916HEF; (Should have both VGA and HDMI ports)
Keyboard & Mouse	USB

6. Antivirus Software for 35 users:

Antivirus Type	Internet Security or Endpoint protection or Total protection
Antivirus features	Anti-SPAM, Anti-Malware, Firewall, IPS, SONAR and Virus and Spyware Protection
Update	1-year or more (from date of installation)
Update Method	Direct from Internet and local management server



Operating Systems Support	Windows 8, Windows 10 and OS X
Quantity	35 Desktops/Users or more

7. Optical TAPs:

VSS Monitoring TAP or equivalent:	
Type	LC TAP Module
Fiber Network Ports	2 Pair of LC Connector's (Tx/Rx)
Fiber Monitor Port	1 Pair of LC Connector's (Tx/Rx)
Split Ratio	70-301G/10G/40G/100G
Wavelength	1310/1550 nm
Data Rate	1G/10G/40G/100G
Line rate access for SM network operating at 1G, 10G, 40G and 100G speed	

8. Optical TAPs Chassis:

Handheld or up to 24 LC TAP Module in 1 RU
Magnets Secure the HD Fiber TAP Modules in the Chassis
Ergonomic handle design allows for ease of TAP module insertion and removal without worry of
Quoted Chassis and TAPs should be same OEM.

9. Accessories for Installation and commissioning of Site:

Optical chassis and TAPs will be installed at 04 locations of RailTel POPs. Location will be advised in the PO.
All other accessories required for installation and commissioning of TAPs and its Chassis will be provided by bidder.



CHAPTER-4

Commercial Terms & Conditions

1. Scope of work, Offer Letter and Validity of Offer

- 1.1 Scope of Work for Bidder: RailTel Central Network Operating Center has been shifted at Shastri Park. To setup facilities at CNOC different type of IT Items are required. The IT items are required for RailTel internal use.
- 1.2 The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.3 The offer should remain valid for a period of 60 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 delivery to the consignee. 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 or until the end of the above mentioned period of 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 15 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 will be final and binding on the Contractor.



3. Delivery Period, Validity of Contract and Variation in Quantity

- 3.1 The supplier will have to supply the material within **30 days** of issue of confirmed LOA/PO. The exact locations/stations (anywhere in India) where material is to be delivered will be advised in the confirmed Purchase Order.
- 3.2 **Validity of Contract:** The Validity of contract shall be one year from the date of acceptance of offer.
- 3.3 **Variation in Quantities:** 30% variation in the quantities (nos.) may be operated during the period of validity of contract with the approval of competent authority at the same rate as specified in the contract.

4. Bill passing & Paying Authority

Accounting unit/bill passing unit for the supplies under SOR is GGM/DNM/CO. Bills to be submitted to the GGM/DNM for payment.

5. Payment Terms

- 5.1 90% of the value of the supply of the equipment/material on receipt by the consignee at site duly inspected and accompanied with the following documents and any other document mentioned in the contract:
- (i) Invoice
 - (ii) Delivery Challan.
 - (iii) Excise Gate pass/Excise Invoice if applicable
 - (iv) Packing List
 - (v) Purchasers Inspection certificate
 - (vi) Warranty certificate of OEM/Supplier
 - (vii) Consignee Receipt
 - (viii) Certificate for Fall Back clause
 - (ix) Insurance Certificate
 - (x) A certificate duly signed by the firm certifying that equipment/material being supplied are new and confirm to technical specifications
- 5.2 Balance 10% value of supply on complete receipt and acceptance of supply at site by consignee and on submission of Performance Bank Guarantee valid for 3 months beyond warranty period for PO as referred in clause 2.1.
- 5.3 Form "C", if required shall be issued for respective stations, by respective Executive Director of the Region only.

5.4 The breakup of taxes has to be furnished and same should be reflected in the bills so that any GST/VAT/cess etc. can be ascertained.

6. Performance Bank Guarantee (PBG)



- 6.1 The successful tenderer is required to submit a performance bank guarantee @ 10% of the total value of issued LOA/PO within 15 days with validity of 3 months beyond Warranty period for the satisfactory performance of contract equivalent in Indian Rupees. 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.
- 6.2 The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.
- 6.3 The Security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at New Delhi only.

7. Taxes & Duties Taxes

- 7.1 The price quoted should be firm, indicating the breakup and inclusive of all duties and taxes, as applicable. The offer should be inclusive of packing, forwarding, freight & insurance charges up to destination. Form 'C', if required, will be issued by respective ED/RGMs of RailTel Corporation of India Limited.
- 7.2 The Octroi/entry tax shall be paid extra as per actual, on production of proof of payment.
- 7.3 Tenderer should while quoting the prices, pass on to the purchaser the full effect of duty set off available on inputs under CENVAT scheme and should agree to pass on additional set off as may become available in future in respect of all the inputs used for manufacture of final product on the date of supply.
- 7.4 Wherever Value Added Tax (VAT) is being claimed, tenderer should pass on to the purchaser the set off/tax credit available on inputs, while quoting the prices. Additional set off, as may become available in future should also be passed on at the time of supply.

8. Liquidated Damages

The timely delivery is the essence of this contract. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of 10 % of the cost of unsupplied quantities/material.

9. Transportation

The rates quoted should be F.O.R. destination. The destination shall be the nominated Depots of RailTel Regional office as indicated in LOA/PO.

10. Statutory Deduction



11. Purchaser's Right to Accept or Reject Bid

11.1 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.

11.2 Issue of Letter of Acceptance (LOA/PO)

The bidder shall within 7 days of issue of the LOA/PO, give his acceptance for LOA/PO.

12. BID PRICE

12.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance, Octroi etc. The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the contract as per schedule of requirement given in Chapter 2. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.

12.2 The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, 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 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.

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 shall be carried out at manufacturer's / supplier's works by RailTel's authorized representative. The material/equipment/interface cards should be offered for inspection within 3 weeks of issue of confirmed purchase order/sub purchase order. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities



- 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.

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/negotiations. 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. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

17. Deleted.

18. GOVERNING LAWS

This contract shall be interpreted in accordance with the laws of India. The courts at New 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 In the event the Purchaser terminates the contract in whole or in part, pursuant to para 19.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

21.2 The bid should be submitted in two copies-one original and one copy. The packet containing the original and copy of the bid duly marked "ORIGINAL & COPY" should be sealed by the personal seal of the bidder.

21.3 The envelope shall be addressed to the Purchaser at the following address:

Rail Tel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003

21.4 The envelope shall bear name of work, the tender no. and the words "DO NOT OPEN BEFORE" (due date).



- 21.5 Bid should be delivered to the above address so as to reach up to 15:00 hours of due date. The bids shall be opened at 15:30 Hrs on the same day in the above office in the presence of representative of the bidder. Bid received after due date and time shall be summarily rejected and shall not be opened.

22. Security Considerations & Security Agreement

The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent 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 vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, you shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website) covering all relevant clauses. You must submit a declaration along with their bid in this regard.

23. Long Term Maintenance Support.

- 23.1 The Bidder will submit a certificate from OEM of switch towards maintenance support after successful completion of the warranty obligations for a minimum period of 3 years. The long term maintenance support shall be comprehensive and include all hardware and software of equipment etc. (on repair and return basis) supplied against this contract. RailTel should be extended the benefits of software up-grades made by OEM on the system from time to time to improve performance. During this period the following terms and conditions shall be applicable.
- 23.2 Material for repair shall be handed over/taken over to contractors engineer at the RailTel's NOC or mutually agreed RailTel PoP location. The cost of repairs etc. shall be included in the quoted bid price during warranty period. During this period, the contractor shall remain responsible to arrange replacement within 30 days and for setting right at his own cost any switch 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.
- 23.3 During this period the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.
- 23.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause the provisions of this clause shall apply to the portions of the plant to be renewed or until the end of the support period whichever may be later. If any defect is not

remedied within reasonable time, the purchaser may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

- 23.5 Tenderer/OEM, shall be paid @ 3.5% of supply cost 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. Only incremental cost in % over and above this, if perceived by the OEM and Tenderer, may be indicated in Schedule of Requirement and shall be added towards evaluation of tender. If however the tenderer feels that his AMC Cost is less than 3.5% per annum, he should give suitable discount in equipment pricing. For AMC he will be paid @ 3.5% per annum only. If the Tenderer quotes a higher base rate for AMC, he will be paid at his quoted rate per annum and five year differential cost shall be added to offered cost for evaluation. AMC would have to be valid for minimum period of 5 years after the warranty.

In case a tenderer quotes AMC rates lower than 3.5%, no advantage will be given to him for evaluation purposes. In case the tenderer wins the contract his cost will be reduced by differential (w.r.t. 3.5%) AMC rates & he will be paid accordingly. AMC charges to him, however be paid only @ 3.5% per annum.

- 23.6 Separate LOA/agreement for AMC after warranty period shall be entered with OEM/ Bidder by RailTel. A fresh Bank Guarantee valid for five years for 10% of the Long Term Maintenance Support cost of three years quoted by the tenderer, shall be required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation.
- 23.7 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 Annexure-1. Any deviation / non acceptance will lead to rejection of the bid summarily.

RAILTEL



CHAPTER-5

Form No. 1

Performa for Performance Bank Guarantee

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 having registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or 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) / 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, 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 (1) We shall be discharged from all liability under this Guarantee thereafter.

We, 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 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).

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

Dated the day of 2015
for
(Indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name

