



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking, Ministry of Railways)
2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500 071.

TENDER DOCUMENT

Limited Tender No: RailTel/Tender/LT/SR/HQ/2016-17/50 Dt:10-02-2017

NAME OF THE WORK

**SUPPLY AND INSTALLATION OF BATTERIES AT SECUNDERABAD
TERRITORY AS PER SPECIFICATION AND SCHEDULE**



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071 (AP)

visit www.railtelindia.com, Tel: 040-27821134 Fax: 040-27820682,

Corporate Office: Plot No.143, Institutional Area, Sector-44, Gurgaon – 122003, NCR (India).

TENDER NOTICE

No. RailTel/Tender/LT/SR/HQ/2016-17/50

Dt.10-02-2017

RailTel Corporation of India Ltd., Secunderabad invites sealed tenders for the work of Supply and Installation of Batteries at Secunderabad Territory as per schedule of requirement and specification enclosed to the tender document.

| | |
|-----------------------------------|--|
| Name of work | Supply and Installation of Batteries at Secunderabad Territory |
| Estimated cost of work | Rs. 3,37,918/- (Rupees Three Lakhs Thirty Seventy Thousand Nine Hundred and Eighteen Only) |
| Earnest money deposit | Rs. 6759/- (Rupees Six Thousand Seven Hundred & Fifty Nine Only) |
| Last Date for submission of Offer | 10-03-2017 at 15:00hrs |
| Date of Tender Opening | 10-03-2017 at 15.30 hrs. |
| Delivery Period | Supply, installation and commissioning has to be completed within 45 days from the date of issue of LOA/Purchase Order |

Sd/-

Addl. GM/Proj/SR

For RGM(Southern Region)

RailTel Corporation of India Limited, Secunderabad

INDEX SHEET

| Chapter | Subject | Page No |
|---------|--|---------|
| I | Instructions to Tenderers and Conditions of Tendering | 04-11 |
| | Offer Letter | 12 |
| II | Schedule of Requirements | 13 |
| III | Statement of Deviations, if any | 14 |
| IV | Format for PBG/SD & Others | 15-17 |
| V | Price Variation Clause for VRLA Maintenance Free Battery | 18 |

CHAPTER I

INSTRUCTIONS TO TENDERERS

1.1 TENDERING INSTRUCTIONS:

The tender document in original along with the schedule filled in and duly signed and stamped on each page, complete in all respects shall be enclosed in an envelope. The Tenderer shall also enclose in his offer that they accept all the RailTel's terms and conditions and have not offered any counter clauses. This envelope shall then be sealed and following shall be super scribed on the envelope "**TENDER No: RailTel/Tender/LT/SR/HQ/2016-17/50 Dt: 10-02-2017**".

- 1.2 Tender cover should be addressed to **The Executive Director, RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500 071** and should reach this office on or before **15:00 hrs on 10-03-2017**. The Tender will be opened on the same day at **15:30 hrs**. If it happens to be a holiday, tender will be opened on the next working day.
- 1.3 Tender sealed and superscripted as mentioned above can also be sent by Courier/Registered Post/ in person, to the above mentioned Office. The Tenders which are received after the time and date specified above shall not be considered. For delays by Department of Posts/courier agency etc., RailTel will not be responsible.

2.0 EARNEST MONEY:

The tenderer shall deposit a sum of Rs. 6759/- (Rupees Six Thousand Seven Hundred & Fifty Nine Only) as earnest money along with the tender in favour of **RailTel Corporation of India Ltd., payable at Secunderabad** in the form of Demand Draft from any Scheduled bank.

No bank guarantee for EMD is accepted. Earnest Money of unsuccessful Tenderers shall be returned & that of successful tenderer after supply and acceptance of the material. Tenders without earnest money will be summarily rejected. **However, small scale Units registered with NSIC under single point registration scheme are exempted from EMD. Valid documents i.e., registration of NSIC should be provided for this to get exemption from submission EMD.**

No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract.

EMD should remain valid for a period of 90 days beyond the final bid validity period.

Forfeiture of Earnest Money:

When the tenderers undertake to keep the offers valid for a particular period but if the offer is withdrawn or revised within the validity period, the Administration gets the right to forfeit the Earnest Money Deposit.

3.0 SECURITY DEPOSIT (SD):

- 3.1 On Receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful Tenderer shall within a period of 15 days deposit an amount equal to 5% of contract as Security deposit for due fulfillment of the contract.
- 3.2 The Earnest Money already paid by the successful Tenderer may at the discretion of the successful Tenderer be adjusted towards payment of this Security deposit and the additional amount shall be paid in any one of the following forms:
 - (a) Bank draft
 - (b) Irrevocable Bank Guarantee issued by any scheduled bank acceptable to purchaser.
 - (c) FDR
- 3.3 The Security Deposit will bear no interest.
- 3.4 The Instruments for security deposit should be valid for three months beyond the defects liability/warranty period. On successful completion of defect liability/warranty period and on certification of concerned RailTel engineer, the security deposit will be refunded or Bank guarantee released to the contractor after adjustment of any dues payable by the contractor.

4.0 CONTRACT PERFORMANCE GUARANTEE (PBG)

- 4.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to **5% of the contract value**.
- 4.2 The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 (fifteen) days after issue of LOA/PO and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for three months beyond the completion period.
- 4.3 Performance Guarantee shall be released after satisfactory completion of the work.
- 4.4 Wherever the contracts are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed.
- 4.5 The balance work shall be got done independently without risk and cost of the original contractor.
- 4.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

5.0 GENERAL

- 5.1 All corrections and over-writing must be attested.
- 5.2 The Tenderer should read the conditions carefully and also see the schedule of requirement and technical specifications before submitting the offer.

No counter conditions for the clauses laid down will be permitted. Such offers are liable for rejections without intimation. In all matters of dispute, the decision of the Executive Director, Southern Region, Secunderabad shall be final and binding.

5.3 Tenderer while quoting may specifically note the following: -

- a) All prices shall be inclusive of all taxes / duties/Freight as applicable at present.
- b) During the course of Supply, any statutory variation in taxes / duties shall be to RailTel account and shall be admissible on production of valid documentary evidence. Tenderer may submit the taxes / duties structure considered by him while quoting the rates.

6 Clause Wise Compliance:

Clause wise compliance statement of the technical specifications and commercial terms & conditions shall be enclosed with the offer along with technical literature of the material and other documents in support of relevant clauses. The tender document issued by RailTel should be signed on each page along with stamp of the company/firm and should be submitted along with bid.

7 **Delivery Period:** The material should be supplied, Installed & Commissioned within 45 days from the date of issue of Purchase Order/LOA.

8 **Provenness of the material / equipment supplied:**

In order to enable the Purchase to assess the Provenness of the materials offered, the bidder shall provide documentary evidence regarding the materials being offered by him.

9 **WARRANTY PERIOD:**

9.1 The materials are to be warranted for **30 Months** from date of delivery or **24 months** from date of Installation whichever is earlier. The bidder 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 material of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided in tender and under proper use, arising from faulty materials design or workmanship such as corrosion, inadequate quantity of material to meet requirements, inadequate protection, deficiencies in circuit 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.

9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions of the material so replaced or renewed or until the end of the above mentioned period of twenty four months, whichever may be later, if any defect is not remedied within a reasonable time, the Purchaser may proceed accordingly 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.

9.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

10 TERMS OF PAYMENT

- a) 80 % of the Value of part supply of the material on receipt by the consignee at site duly inspected and accompanied with the following documents:
 - Invoice
 - Delivery Challan duty accepted by Consignee
 - Excise Gate pass/Excise Invoice or Custom Duty Receipt, etc as applicable
 - Inspection Certificate
 - Warranty Certificate of OEM/Supplier
 - Insurance Certificate
 - Certificate for Fall Back Clause
 - CENVAT Certificate
 - b) 10% Value of the part supply on successful installation & commissioning at site.
 - c) Balance 10% will be released after expiry of warranty period. This payment may also be released after full supply and successful installation & commissioning at site on submission of equal amount of Bank Guarantee. This BG will be released after expiry of warranty period.
- 11 **Paying Authority:** Bill passing officer is Addl.GM/P/SR and bill paying officer is General Manager/Finance.
 - 12 **PAN:** VAT TIN, PAN, Sales Tax & Service Tax Regd. No details to be mentioned on the bill for arranging payment.
 - 13 **Taxes & Duties**
The price quoted should be firm, indicating the breakup and inclusive of all taxes & duties like import, custom, c.v.d., ED & Sales Tax, Octroi, Entry Tax, VAT etc. The offer should be inclusive of packing, forwarding, freight & insurance charges. Form C will be issued by RailTel Corporation of India Limited if applicable and specified by the agency
 - 14 **Others:** The details / proof of payment of Sales & Service Tax on materials supplied to RailTel if paid shall be furnished along with the invoice. If not paid, a declaration may be furnished.
 - 15 **Transportation :** The rates quoted should be F.O.R. destination.
 - 16 **Statutory Deduction:** These will be made at source as per the rules prevalent in the area of work.
 - 17 **Liquidated Damages**
The timely delivery is the essence of this project. 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 supply**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the LD.

18 Purchaser's Right to Vary Quantities

The Purchaser reserves the right to increase or decrease by up to 25% of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions during currency of the contract.

19 Purchaser's Right to accept any Bid and to reject any or all Bids

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

20 Annulment of Award

Failure of the successful bidder to comply with the purchase order shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

21 UNIT PRICES

- 21.1 The Unit price quoted by the tenderer shall include prices of all materials, incidental charges for transport, loading/unloading and handling of materials, charges for arranging dispatch by rail/road direct from manufacturer's factory. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, arranging placement of Wagon, Siding/shunts charges, banker's charges for Bank Guarantee, Indemnity Bonds inclusive of cost of Stamp etc. As applicable and also the charges, if any, levied by the Railway.
- 21.2 The Unit prices shall include all Taxes, Duties, Royalty and other levies etc., (Including Octroi, Entry Tax etc) applicable on this contract. Therefore, the firm should quote their prices taking into account the rate of Central Sales Tax/ Local Sales Tax/VAT or any other tax leviable on the contract.
- 21.3 The Unit price to be quoted by the tenderers should take into account the credit availed on inputs under the VAT/CENVAT scheme. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him. The bidder in this regard may submit the details of breakup of all taxes and duties so that RailTel can avail the CENVAT credit benefits.
- 21.4 The Unit prices quoted in the contract shall be inclusive of all taxes i.e. excise duty, octroi, entry tax, local levies, sales tax levied by any statutory authority, VAT or any other tax. The tenderer will indicate the details of taxes included in the unit prices. Offer received without specific details/ break up of various taxes included in the unit prices are liable to be summarily rejected.
- 21.5 The purchaser shall make statutory deductions if required to do so. The deducted amount shall be remitted to the concerned authority and the purchaser shall in no way be responsible for any disputes between such authorities and the contractor in this regard.
- 21.6 Arrangement for all permits/ licenses required for delivery of materials at site including Road Permits etc. will be the responsibility of contractor and the Contractor will have to make his own arrangements. No import license shall be arranged by the RailTel for this work.

- 21.7 The price shall be firm in Indian Rupees and FOR Destination. No foreign exchange will be made available by the purchaser.
- 21.8 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.

22 Offer letter and Validity of Offer

The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc. For the items not manufactured by bidders, the authorization from original manufacturer should be enclosed.

The offer should remain valid for a period of 90 days from the date of opening.

23 Inspection:

Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by authorized representative of RailTel's/RDSO/Inspecting Authority. The materials should be offered for inspection within 2 to 3 weeks of issue of Purchase Order. Travelling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities if but necessary facilities to carry out tests/ witness inspection shall be provided by the manufacturer's / supplier's, free of cost.

Along with inspection call, the manufacturer's / supplier's shall submit details of test procedures, test programme, test parameters together with permitted values, etc., and their Quality Assurance plan.

In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer's / supplier's. In such case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account.

Nominated RailTel Engineer will issue inspection certificate of successfully completion of the test/inspection.

24 Consignee Details: Secunderabad

25 FORCE MAJEURE CLAUSE:

If at any time during 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, regulations, order of requisitions issued by any Government Department or 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 is 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, 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.

- 23 **ARBITRATION:** Any dispute or difference whatsoever arising between the parties out of or 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.
- 23.1 The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.
- 23.2 The Venue of the arbitration shall be Secunderabad (India). The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.
- 23.3 The Arbitrator shall give a reasoned award, which shall be binding on the parties.

24 TERMINATION OF CONTRACT:

RailTel reserves the right to interrupt and terminate the contract at any time, should in RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non procession of equipments and tools required for the work or defective and mal-functioning equipments, inability to provide men and material or for any other cause deemed reasonable. In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. The security deposit will be forfeited in such case of termination.

25 GOVERNING LAWS:

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

26 TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the order/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 to the Purchaser.

27 FALL BACK CLAUSE:

The order / contract, if and when placed, will be subject to following fall back clause:

- 27.1 The price quoted by the supplier should not be higher than the maximum price, if any, for the materials and the same shall not be higher than the price usually charged by the supplier for materials of the same nature, class or description to any other purchaser.
- 27.2 The price charged for the materials supplied under the order/contract by the supplier shall in no event exceed the lowest price at which the supplier sells the materials of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduced the sale price of such materials or sells such materials to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- 27.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to terminate the order/contract and purchase the materials at the risk and cost of the supplier and in that event the provision of general conditions of tender shall, as far as possible, be applicable or recover the loss.
- 27.4 The contractor shall furnish the following certificate to the concerned account officer along with each bill for payment of suppliers made against the order/contract.**
- “I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the order/contract at a price lower than the price charged to the RailTel, Southern Region, under the contract.”

OFFER LETTER

To,
Executive Director,
RailTel Corporation of India Limited,
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500 071.

I/We _____ have read the various conditions detailed in tender documents 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 **90 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 supply of Schedule of supply given in the Tender Document in Chapter 2 at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the Supply, installation and commissioning within **45 days** from the date of issue of LOA/Purchase Order I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs. _____ as an Account Payee Demand Draft No. _____ dt. _____ issued by _____ in favour of **RailTel Corporation India Ltd. Secunderabad** is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

- 1.
- 2.

Chapter II**SCHEDULE OF SUPPLY/WORK****TENDER No: RailTel/Tender/LT/SR/HQ/2016-17/50 Dt: 10-02-2017****Name of the work:** Supply and Installation of Batteries at Secunderabad Territory

| S.No | Description of material & work | Total Qty | Unit in Rs. | Amount In Rs. |
|-------------|---|------------------|--------------------|----------------------------|
| 1 | Supply of 48V/200 AH VRLA Batteries as per RDSO specification No.IRS : S-93/96(A) (Amd.1) or latest | 4 | 81108.63 | 324434.52 |
| 2 | Installation of Battery | 4 | 3370.8 | 13483.2 |
| | Total Amount (rounded off) in Rs: | | | 337918.00 |
| | Contractor Percentage at Par/Below/Above | | | % should quote here |
| | Grand Total : after Contractor Percentage | | | After applying % |

Note: 1. Contractors are requested quote their offer on percentage basis.

Rate quoted should be inclusive of all taxes.

2. The Tenderer is required to quote the rates in figures and words. In case of discrepancy in the quoted figures & Words, the rates quoted in words or total amount written in words will be taken as final.

3. Cost Break-up to be submitted by bidder in a separate sheet:

1. Basic rate (Ex-Factory inclusive of all levies):
2. Excise Duty (% and Amount):
3. Sales Tax/CST/VAT/LST (% and Amount):
4. Packing & Forwarding Charges, If any:
5. Freight & Insurance Charges, If any:
6. Other Charges & Levies, If any:
7. Price per unit (all inclusive for delivery at destination):

**Signature of Tenderer
with seal**

Chapter III**PROFORMA FOR STATEMENT OF DEVIATIONS**

- (1) The following are the particulars of deviations from the requirements of the tender specification.

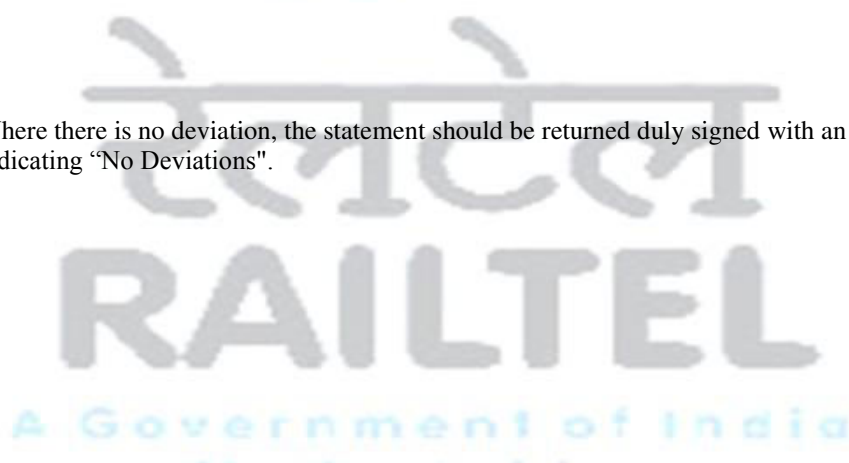
| Clause | Deviation | Remarks (including justification) |
|--------|-----------|--------------------------------------|
|--------|-----------|--------------------------------------|

- (2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

| Clause | Deviation | Remarks (including justification) |
|--------|-----------|--------------------------------------|
|--------|-----------|--------------------------------------|

**Signature and seal of the
Manufacturer/Tenderer.**

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".



Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To
M/s. RailTel Corporation of India Ltd.
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500071.

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____
Which was awarded to our company as per your award letter no. _____ dated _____
Against the above PO/LOA participated/awarded to us, we authorize you
make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned
below:

1. Name of the agency as given in Bank account
2. Name of the Bank
3. Bank Branch & address
4. Bank account no.
5. Bank account type (savings / current/Over Draft)
6. IFSC code
7. NEFT Code
8. Agency's Address
9. Agency's telephone & mobile no.

We also enclose herewith a copy of canceled cheque of the above mentioned bank account
for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

Certified that the particulars furnished at item no. 1 to 6 above are correct as per our records.

**Signature of Authorized
Official from the bank.**

Chapter IV

GUARANTEE BOND PROFORMA FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., SECUNDERABAD (Herein after called RailTel) having agreed to exempt _____ (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an LOA/PO/ Agreement No-----dated ----- made Between Executive Director, RailTel Corporation of India Ltd Southern Region, Secunderabad 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. _____ only. We _____ (indicate the name of the Bank) herein after 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 if 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 starting 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.
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 (1) We shall be discharged from all liability under this Guarantee thereafter-----

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

Dated _____ day of _____ 2015

For -----
(Name of the Bank)

Witness:

1. Signature
Name
2. Signature
Name

We Bank further agrees that the guarantee herein contained shall not be effected by any change in the constitution of the said contractor.

Datedday of

for.....Bank

ACCEPTED
For on behalf of the President of India.

PRICE VARIATION CLAUSE FOR VRLA MAINTENANCE FREE BATTERY SET

Tenderers are required to quote fixed unit basic price of battery based on the ex-stock price of Lead (purity 99.99%) of Rs.1,27,300/- per MT as on date 02-08-2012 exclusive of all taxes and duties of the city Hyderabad declared by M/s. HZL.

PVC clause will be applicable only on unit basic price of battery set (exclusive of all taxes and duties, transportation, packing, forwarding, insurance charges).

If the rates quoted in the negotiated tender are accepted, the base month for price variation clause will be the month in which negotiations are held.

For the purpose of price variation, price of Lead base (Purity 99.99%) per MT declared by M/s. HZL's exclusive of statutory taxes and duties, prevalent one month prior to the date of offering the material for inspection of city of manufacturing facility of the firm. If the deliveries are not made according to the schedule and are delayed owing to any circumstances what so ever and further escalation in materials takes place, such increase will not be admitted for the delayed supplies. In such case increase due to PVC clause will be applicable up to two months prior to original delivery period, however, the purchaser shall be entitled to benefit of any decrease in price on account of reduction on base price of Lead after expiry of the original delivery period.

For making payment against the above clause PVC formula and the table of variation for every increase/decrease of Rs.100/- HZL's price of Lead (purity 99.99%) the prices of VRLA batteries will vary upward/downward as under:

| Item | Variation due to variation in HZL's price of Lead (Purity 99.99%) for each slab of Rs.100/- (exclusive of statutory duties and taxes) |
|---------------------------|---|
| VRLA Battery – 48 V/200AH | Rs.20.34 per set |

PVC formula for payment : Unit basic price to be paid for

VRLA Battery – 48 V DC/200 AH = $B_p + (LC - 127300)/100 \times 20.34$

B_p = Base unit price quoted by tenderer against each items of SOR-B excluding taxes and duties, transportation, packing, forwarding, insurance charges, installation & commissioning charges etc.

LC = Lead base price (purity 99.99%) per MT declared by M/s. HZL's exclusive of statutory taxes and duties, prevalent one month prior to the date of offering the material for inspection of city of manufacturing facility of the firm. If the city of manufacturing do not match with any of the city declared on the M/s. HZL's site than the nearest location / city will be taken into account for PVC calculation.

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