



**RAILTEL CORPORATION OF INDIA LIMITED**

**(A Govt. of India Undertaking)**

**TENDER DOCUMENT**

**FOR**

**“Supply, Installation & commissioning of Element Monitoring System (EMS) for  
Primary Drop- Insert Multiplexer (WEBFIL make) for JHS-MKP & KID-BZM  
Railway project”**

**No. RailTel/Tender/ST/NR/ JHS-MKP & KID-BZM / EMS of PDMUX /2019-20/03**

रेलटेल  
RAILTEL

**TENDER NOTICE**

**M/s Webfil Limited**  
**Yule House**  
**8,Dr.Rajendra Prasad Sarani**  
**Kolkata-700001**  
**Tel : 033-22428210,**  
**Fax : 033-22421335**

**Sub: Single Tender for “Supply, Installation & commissioning of Element Monitoring System (EMS) for Primary Drop- Insert Multiplexer (WEBFIL make) for JHS-MKP & KID-BZM Railway project”.**

Executive Director, RailTel Corporation of India Ltd., Northern Region, New Delhi, invites sealed tender (in single packet) for **“Supply, Installation & commissioning of Element Monitoring System (EMS) for Primary Drop- Insert Multiplexer (WEBFIL make) for JHS-MKP & KID-BZM Railway project”.**  
as per following details:

a)	<b>Last Date and Time of Submission of offer</b>	<b>Upto 1500 hrs of 03.07.2019</b>
b)	<b>Time of opening of Tender</b>	<b>1500 hrs of 03.07.2019</b>
c)	<b>Validity of offer</b>	<b>45 days</b>
d)	<b>Approximate cost of Tender</b>	<b>Rs. 1,99,032</b>
e)	<b>Earnest money</b>	<b>Rs. 3980</b>
f)	<b>Delivery period</b>	<b>60 days</b>
g)	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., 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053.  # Small scale Units; MSEs registered with NSIC are exempted from cost of Tender Documents and from depositing Earnest money.	

(Y.P.S.Malik)  
**General Manager/Projects**  
**For & on behalf of ED/NR**

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## CHAPTER-1

### OFFER LETTER

RailTel Corporation of India Ltd.  
6th floor, Block-III, Delhi IT Park,  
Shastri Park, Delhi-110053.

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 45 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, Installation & commissioning of Element Monitoring System (EMS) for Primary Drop- Insert Multiplexer (WEBFIL make) for JHS-MKP & KID-BZM Railway project”**

as per Schedule of Requirement for Single Tender No. **RailTel/Tender/ST/NR/JHS-MKP & KID-BZM/ EMS of PDMUX /2019-20/03**, Dated: 21.06.2019 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 30 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	Description	Unit	Qty.	Unit Rate (Rs.) All incl.	Total Amount (Rs.) All incl.
1	Supply of Element Monitoring System (EMS) for PDMUX including associated application Hardware/Software as per technical specification. (For JHS-MKP and KID-BZM section).	Nos.	1		
2	Installation and Commissioning of Element Monitoring System (EMS) for PDMUX above including associated application Hardware/Software as per Technical specification. (For JHS-MKP and KID-BZM section)	Nos.	1		

**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. Basic Rate
  - b. GST
  - c. Transportation charge
  - d. Others
- 1.3** User manual, instruction manual, operating manual etc. wherever required shall be submitted by the bidder.
- 1.4** Please submit the details of Supply orders/work orders of these equipments received in last one year from other PSUs and Telecom Service Providers along with their copies.
- 1.5 Introduction To GST**
  - 1.5.1** The imposition of any new tax and/or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax like Goods and Service Tax subsuming the indirect taxes like excise, VAT, Service Tax etc), after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount

so paid, provided such payments, if any, is not, in the opinion of Railtel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to Railtel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, Railtel reserves the right to with-hold the dues/payments of bidder and make payment to local/state/Central Government authorities as may be applicable.

- 1.5.2 After imposition of GST as explained in clause 12.1.1 above, bidder shall issue proper invoice to Railtel for availing input credit of CGST/SGST/IGST. GST will not be reimbursed in the absence of proper invoice for availing input tax credit.
- 1.5.3 The break-up of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all-inclusive rates (with tax break-up). Even after the introduction of GST, all inclusive unit rates payable will not exceed the all-inclusive rates offered by the bidder. However if rates are reduced in the current tax structure the bidder has to pass on the benefit to Railtel.



## **CHAPTER-3**

### **Commercial Terms & Conditions**

#### **1. OFFER LETTER AND VALIDITY OF OFFER**

1.1 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.

1.2 The offer should remain valid for a period of **45** 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 30 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 to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.

### **3. Delivery of Material:**

- 3.1 The material should be supplied within 60 days of issue of “Purchase Order” and should be delivered to the consignee as per Purchase Order.

### **4. Payment Terms**

90 % of the value of the order on receipt of materials at site duly inspected and accompanied with the following documents:

- Invoice
- Delivery Challan duly accepted by Consignee.
- Inspection certificate
- Warranty certificate of OEM/Supplier
- Insurance Certificate
- Certificate for Fall Back clause
- Contractor's Certificate of dispatch
- Performance bank guarantee.

> Balance 10% value of the PO, after complete installation & commissioning at site and submission of I&C reports dully signed by RailTel Engineer and vendor.

>Bill Passing Authority: GM/Project

>Bill Paying Authority: Add.GM/Finance

>The breakup of taxes has to be furnished and it should be reflected in bills so that GST input credit can be availed by RailTel.

### **5. Security Deposit/Performance Bank Guarantee (PBG)**

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 State Bank of India/any Nationalized Bank or from any Scheduled Bank in the Form no. 1, amounting to 10% of the contract value. If the delivery period gets extended, the PBG should also be extended appropriately.

**5.1** The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.



**5.2** “A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel’s bank through SFMS (Structured Financial Messaging System) and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel’s bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advise of BG through SFMS to the RailTel’s bank.”

**5.3** The Earnest Money already paid by the successful Tenderer may at the discretion of the successful Tenderer be adjusted towards payment of this Performance Guarantee and the additional amount shall be paid in any one of the following forms:

(a) **Bank draft**

(b) Irrevocable **Bank Guarantee** issued by SBI or Nationalized Banks or scheduled commercial bank confirmed by SBI / Nationalized Bank acceptable to purchaser.

**5.4** The Performance Guarantee will bear no interest.

**5.5** PBG would be released after satisfactory completion of contract including warranty.

## **6. Taxes & Duties**

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

6.1. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

6.2. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

6.3. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

6.4. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

6.5. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).

6.6. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

6.7. In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.

6.8. The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

6.9. In case of imported equipment:-

Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

## **7. 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. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the L.D.

## **8. Transportation**

The rates quoted should be F.O.R. destination. The destination shall be the nominated depots of RailTel Regional office as indicated in Sub POs.

## **9. Statutory Deduction**

These will be made at source at the time of making the payment as per the rules prevalent in the area of work.

## **10. Purchaser's Right to Accept or Reject Bid**

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.

#### **10.1 Long Term Availability of Spares & System Support**

- 10.1 The tenderer shall undertake to supply on payment all maintenance spares and tools required for the equipment at least for five years after expiry of warranty. He shall also undertake to supply additional equipment required for replacement or expansion of the network that may become necessary due to additional traffic requirements.
- 10.2 The manufacturer shall guarantee that spare parts for the system shall be available for a minimum five years after expiry of warranty period and thereafter at least, six months in advance notice shall be given to the RailTel before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the RailTel to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.
- 10.3 The successful tenderer shall further guarantee that if he goes out of production of spare parts, he shall supply the specifications of material at no cost to purchaser, if and when required in connection with the equipment to enable the purchaser to fabricate or procure from other sources.

#### **11. Issue of Letter of Acceptance (LOA)**

The bidder shall within 7 days of issue of the LOA, give his acceptance and submit performance bank guarantee within 30 days as per clause 5.

#### **12. BID PRICES**

- 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 to carry out tests / witness inspection shall be provided by the manufacturer, free of cost.
- 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 Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this 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 signed by authorized representative of the firm. 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:
- RailTel Corporation of India Ltd.  
6 th floor, Block-III, Delhi IT Park,  
Shastri Park, Delhi-110053.**
- 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 15:00 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.



## CHAPTER-4

**Form No. 1**

### **PROFORMA FOR PERFORMANCE BANK GUARANTEE**

**(On Stamp Paper of requisite value)**

**(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited, registered office at RailTel Corporation of India Ltd. 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053. and Northern Regionat Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003 (hereinafter called "the RailTel") having agreed to exempt (M/s. Party Name and Address)..... (hereinafter called " the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. ....(P.O No.) Dated.....made between ..... and..... for ..... (Name of Work) (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, .....(Bank Name and Address)) 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 PO/Agreement.

2. We, ..... Bank (Bank Name and Address) do hereby undertake to pay the amount 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 PO/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 (Bank Name and Address) 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 thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. We, ..... Bank (Bank Name and Address) 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 PO/Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said

Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (Bank Name and Address) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/ Supplier(s).

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

8. Notwithstanding anything contained herein, Our liability under the Bank guarantee shall not exceed Rs. .... (In Rupees)

This Bank Guarantee shall be valid upto ..... and we are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before ..... (date of expiry of guarantee)

*Dated the* ..... *day of* ..... **2019**

For .....

(Indicate the name of the Bank)

**Witness**

1. Signature

Name

2. Signature

Name



## Chapter -5

### TECHNICAL SPECIFICATIONS FOR THE EACH ITEM OF SOR

- EMS of PD MUX (Item No. 1 of SOR): As per RDSO Specs. IRS TC-68/2004 (Amnd. I) or latest.
- The supplied EMS should be capable of managing minimum 100 primary digital multiplexers of WEBFIL make with capability for further extension of PDMUXes.

**Note: The bidder/OEM has to give compliance for the above specifications for above-mentioned item, offered in this bid.**

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