

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

**Network Op and DC office: Plot No 143, Sector 44, Institutional Area,
Opposite Gold Souk Mall,
Gurgaon, Haryana 122003**

**Regd. Off: 6th Floor, IIIrd Block, Delhi Technology Park,
Shastri Park, Delhi-110053**

**Corp. Off:- Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023**

Selection of Partner

For

IT services to RCIL Customer

EOI No: RCIL/EOI/CO/DNM/2019-20/IT services to RCIL customer/496 dated 14.10.2019

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RAILTEL

NOTICE

RailTel Corporation of India Limited
Plot No.-143, Sector44, Institutional Area,
Opposite Gold Souk Mall, Gurgaon,
Haryana -122003

EOI Notice No: RCIL/EOI/CO/DNM/2019-20/IT services to RCIL customer/496 dated 14.10.2019

RailTel Corporation of India Ltd.,(here after referred to as RailTel) invites EOIs from RailTel's Empaneled Partners for the selection of suitable agency for providing "IT services to RCIL Customer".

The details are as under:

| | | |
|---|--|----------------------------|
| 1 | Last date for submission of EOIs by bidders | 14.10.2019 before15:00Hrs. |
| 2 | Opening of bidder EOIs | 14.10.2019 at 15:30Hrs. |
| 3 | Number of copies to be submitted for scope of work | One |
| 4 | EMD | Rs. 3,29,000/- |
| 5 | EOI Cost | Rs. 2,950/- (Incl. GST) |

DD for EMD and EOI cost should be in the favor of **RailTel Corporation of India Limited** payable at Delhi.

Prospective bidders are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Contact: Naresh Kumar
Position: DGM/IT
Email:naresh.kumar@railtelindia.com
Telephone: +91124 2714000
Mobile: +91 9717644088

- NOTE:**
- (i). All firms are required to submit hard copy of their EOI submissions, duly signed by Authorized Signatories with Company seal and stamp.
 - (ii). The EOI response is invited from all empanelled partners of RailTel only. Only RailTel empaneled partners are eligible for participation in EOI process.
 - (iii). Eligible MSMEs are exempted from cost of EOI Documents and EMD, more details are given in clause 12.7 of EOI Document.

1. RailTel Corporation of India Limited–Introduction

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Regional General Managers and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorised into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Services

Presently, RailTel holds IP-1, NLD and ISP (Class-A) licenses under which the following services are being offered to various customers:

CARRIER SERVICES

1. National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
2. Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
3. Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

RETAIL SERVICES

Rail wire: Triple Play Broadband Services for the Masses. It is a pilot project undertaken by RailTel and currently services are offered out of Bangalore and nearby places.

2. Objective of EOI

RCIL is implementing IT-ICT projects like providing Infra & Cloud Services, Application Development, ERP/E-Office Implementation and Consultancy Services for its customers. There is requirement of Implementation of E-Office Services in one of RCIL's government customer.

3. Scope of Work

3.1. IT Manpower Services : Under E-Office implementation project of RCIL Customer, Firm shall provide IT Manpower services with details provided under Section A of SOR in para-6.

- 3.1.1. IT Manpower will be responsible for providing E-Office Implementation services at central and remote locations of Customer in India as per office locations provided under clause no.-23.
- 3.1.2. Firm will provide dedicated Project Manager and Project Coordinator for efficient project monitoring.
- 3.1.3. The IT Manpower deployed at RCIL Customer shall follow Customer's working calendar.
- 3.1.4. During tenure of project, if there is any increase or escalation in salary of IT resources deployed under this project by Customer, same shall be passed on to firm proportionately.
- 3.1.5. IT Manpower deployed under this project shall be liable for 2 number of leaves per month or as per agreement between RCIL and its Customer.
- 3.1.6. Firm will provide 2 week's prior notice before replacement of any IT resource deputed at Customer office location.
- 3.1.7. The working window for IT Manpower shall be 9*5 or as per agreement between RCIL and its Customer.
- 3.1.8. Training to end users shall be conducted in batches for core users for the duration of 5 days at Central Location i.e. RCIL CUSTOMER Corporate Office Delhi OR as per agreement between RCIL and Customer.

3.2. E-Office Application Installation: Firm's IT resources shall closely coordinate with Application and RCIL team, for installation of E-Office Application and in RCIL Data Centre as well as in all user machines of Customer.

3.3. Supply and Installation: Under E-Office implementation project of RCIL CUSTOMER, Firm shall procure Scanner or All-in-One Printer and Digital Signature and will supply it to Customer CO and regional Offices as per Project Plan timelines.

- 3.3.1. The Hardware Devices (Scanner or Printer and Digital signature) shall be supplied to RCIL CUSTOMER nominated CO and Regional SPOC officers.
- 3.3.2. Selected Firm shall be responsible for installation of digital signatures at CO and Regional Offices.
- 3.3.3. The warranty of Scanner shall be 3 years from date of supply and validity & warranty of Digital signatures will be 5 years from date of supply.

3.4. Document Scanning Services : Firm shall provide Legacy Document Scanning Services to RCIL CUSTOMER along with Meta Data Preparation for 2 Cr pages. The detailed Scope of work is as under:

- 3.4.1. Firm shall bring its own scanners.
- 3.4.2. Collect the document from the custodian.
- 3.4.3. Mark the no. of pages to be scanned after receipt from the authorities.
- 3.4.4. Scanning the pages at 100 to 200 dpi. In case the image is not clearly visible, then scanning will be done at higher dpi.
- 3.4.5. Document Preparation –Cleaning, Defiling, Staple Removal, Straightening, etc.
- 3.4.6. Batch Preparation

- 3.4.7. Rescanning of bad image document
- 3.4.8. Re-filing of documents in the same order as per the original
- 3.4.9. Check whether all the required pages are scanned
- 3.4.10. Meta data entry of – Around 5 to 7 fields per file. Each file having around 50 pages or more.
- 3.4.11. Pack the bundle for the day
- 3.4.12. Handing over the scanned images along with Indexed data to the concerned.
- 3.4.13. Scanning activities to be performed in office locations as provided under clause 23.
- 3.4.14. Meta data entry of – Around 5 to 7 fields per file is proposed, however in case of requirement of some more fields, same can be mutually decided during project implementation.
- 3.4.15. Firm shall be responsible for assisting Customer in uploading scanned files/data in E-Office application.

4. Language of Proposals

The proposal and all correspondence and documents shall be written in English. The hardcopy version will be considered as the official proposal.

5. Payment terms

| Service Type | Payment Type |
|---|--|
| Supply Items | "On account payment" for supply of devices at Central and Regional Locations. 100% Payment shall be paid on production of the following documents: <ol style="list-style-type: none"> a) Material Receiving Certificate from Corporate Office and Regional Offices of RCIL Customer. b) Duplicate Challan copy and Tax Invoice in original. |
| One Time charges for Infra Installation and Setup | "100% Payment" shall be paid on production of following documents: <ol style="list-style-type: none"> a) Certificate from Customer nominated Officer for Successful hosting and installation at RCIL DC. b) Tax Invoice in original. |
| Scanning of Documents | Milestone payment on completion of every 15 lakh pages and shall be paid on production of following documents: <ol style="list-style-type: none"> a) Undertaking by Firm on each scanning milestone. b) Customer may obtain confirmation internally from regions and CO for satisfactory scanning services as per Firm's undertaking. c) Tax Invoice in original. |
| Manpower Support Charges (B) | "Monthly Payment" - After completion of each month and shall be paid on production of following documents: <ol style="list-style-type: none"> a) Customer may obtain confirmation internally from Regional Offices and CO for Satisfactory Support Services. b) Tax Invoice in original |

- Note:**
- (i) All payments mentioned in above table shall be paid on back to back basis. RailTel shall make payment to selected firm after receiving payment from Customer. In case of any penalty or deduction made by customer, same shall be passed on to firm.
 - (ii) Above Payment terms are tentative, however final payment terms shall be as per agreement between RCIL and Customer.
 - (iii) RCIL may provide 10% or less annual increment on IT Manpower rates only if same is approved by RCIL Customer.

6. Schedule of Rates (SOR)

| A: IT Manpower Recurring Cost for One Year: | | | | | |
|--|--|-------------|-----------------------|-------------------------|------------------------|
| SN | Description | Qty. | Man Month Rate | Number of Months | Cost for 1 year |
| 1 | IT Support L-1 Resource (Corporate Office) | 2 | | 12 | |
| 2 | DBA Resource for monitoring Application and DB. | 1 | | 12 | |
| 3 | IT Support L-1 Resource (Central and Remote Locations as per clause No.-23) | 20 | | 12 | |
| 4 | Project Manager | 1 | | 12 | |
| 5 | Project Coordinator | 1 | | 12 | |
| 6 | Help Desk Resources | 2 | | 12 | |
| Total Amount (A) | | | | | |
| B: One Time Cost (Supply & Installation) | | | | | |
| SN | Description | Qty. | Cost Per Item | Cost for 1 year | |
| 1 | Per Page scanning Rate for "Legacy Document Scanning and Integration with E-Office Application" | 20000000 | | | |
| 2 | Scanner with following Specification: Type: USB Powered Sheet fed Sensor Optical resolution: 600dpi or higher Scanning side Front / Back / Duplex Interface: Hi speed USB 2.0 & USB 3.0 SCANNING SPECIFICATIONS Black and White With USB: 3.0: 15ppm / 30ipm, with USB 2.0: 12ppm / 14ipm Colour With USB 3.0: 10ppm / 20ipm, with | 66 | | | |

| | | | | |
|---|--|------|--|--|
| | USB 2.0: 10ppm / 10ipm Output resolution: 150 x 150dpi, 200 x 200dpi, 300 x 300dpi, 400 x 400dpi, 600 x 600dpi OR Digital Multifunction Laser Printer B/W with following Specifications: Print, scan and copy, WIFI, Ethernet, access point, Print Speed : 23 pages_per_minute or greater. Printing Technology : Laser – monochrome, Copying Resolution : 600 x 600 dpi or more | | | |
| 3 | Digital Signatures for Employees - Class II Level with 5 years warranty and 5 year validity | 1500 | | |
| Total Amount (B) | | | | |
| | | | | |
| Grand Total (A+B) Exclusive Of all Taxes | | | | |

Note: All rates quoted above should be exclusive of any taxes.

Amount in words:

7. Evaluation criteria

Evaluation will be done on lowest offer quoted by the bidder as per clause no 6 SOR .

8. RCIL's Right to Accept/Reject Bids

RCIL reserves the right to accept or reject any bid and annual the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

9. Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed in ink by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

10. Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of opening of the bids RCIL shall at its own discretion reject a bid value for shorter period. The prices in the bid document shall be expressed in Indian Rupees only.

11. Bidding Process (Single Packet System)

The bidding process will consist of single packet system. The detailed technical proposal i.e. the including 'Price Bid' shall be submitted in sealed envelope.

12. Bid Earnest Money (EMD)

- 12.1. The tenderer shall furnish a sum as given in EOI Notice as Earnest Money in the form of Demand Draft from any scheduled bank in India in favour of "RailTel Corporation of India Limited" payable at Delhi which should remain valid for 45 days beyond the bid opening date.
- 12.2. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance (LOA) and fails to furnish performance bank guarantee (security deposit) in accordance with clause 13.
- 12.3. Offers not accompanied with valid Earnest Money shall be summarily rejected.
- 12.4. Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 12.5. The successful bidder's EMD will be discharged after the first payment to selected bidder and after deduction of Security deposit amount as per clause 13.
- 12.6. Earnest Money will bear no interest.

12.7. For Micro and Small Enterprises (MSEs)

- 12.7.1. Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.
- 12.7.2. MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- 12.7.3. The MSEs must also indicate the terminal validity date of their registration
- 12.7.4. Failing 12.7.2 and 12.7.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

13. Security Deposit / Performance Bank Guarantee (PBG)

The successful bidder shall have to submit a performance Bank Guarantee (PBG) within 03 weeks from days of the issue of Purchase order/LOA @ 10% of the annual cost of the PO for

the satisfactory performance of services covered in SOR given under Clause No.-6 and valid for a period of one year and 2 months from date of issue, however every year renewed/new PBG should be submitted before the expiry of the earlier submitted PBG till the termination of contract period. Extension of time for submission of BG beyond 03 weeks and up to 60 days from the date of issue of Letter of acceptance may be given by the Eligible Bidder Authority. However, a penal interest of 15% per annum shall be charged for delay beyond 03 weeks. i.e from 22nd day after 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.

- 13.1 The earnest money shall be released on submission of PBG. The Performa for PBG is given under Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 13.2 This PBG would be released after satisfactory completion of contract.
- 13.3 No interest shall be paid on the amount of earnest money and Performance Security held by the RailTel, at any stage.

14. Deadline for Submission of Bids

Bids must be submitted to RCIL at the address specified in the preamble not later than the specified date and time mentioned in the preamble. If the specified date of submission of bids being declared a holiday for RCIL, the bids will be received up to the specified time in the next working day.

15. Late Bids

Any bid received by RCIL after the deadline for submission of bids will be rejected and/or returned unopened to the bidder.

16. Modification and/or Withdrawal of Bids

Bids once submitted will treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.

No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

In case of the successful bidder, he will not be allowed to withdraw or back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.

17. Details of Financial bid

- a. The financial bid should clearly bring out the cost of the work with detailed break-up of taxes.
- b. The financial bid must be submitted as per proforma under clause No.:6 "Schedule of Rates"

18. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

19. Variation in Contract:

+/-25% variation may be operated during the period of Project Schedule with the approval of competent authority with similar terms and procedure as specified in the agreement.

20. Bidder's Information

| S.No. | ITEM | Details |
|-------|---|---------|
| 1. | Full name of bidder's firm | |
| 2. | Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office | |
| 3. | Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email address | |
| 4. | Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender | |
| 5. | Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address | |
| 6. | Bank Details (Bank Branch Name ,IFSC Code, Account number) | |
| 7. | GST Registration number | |

21. Format for statement of Deviation

The following are the particulars of deviations from the requirements of the Instructions to bidders:-

| S.NO | CLAUSE | DEVIATION | REMARKS (Including Justification) |
|------|--------|-----------|-----------------------------------|
| | | | |
| | | | |

22. Period of Association/Validity of Agreement

Initial contract will be for five year or as per agreement between RCIL and Its Customer, however contract (Full or Partial) can be terminated or extender further based on agreement between RCIL and Customer and based on mutual agreed terms & Conditions.

23. Customer Office Locations:

- i. Ahmedabad
- ii. Bhopal
- iii. Chandigarh
- iv. Delhi
- v. Guwahati

- vi. Hyderabad
- vii. Jaipur
- viii. Kolkatta
- ix. Lucknow
- x. Mumbai
- xi. Patna
- xii. Kochi
- xiii. Bangaluru
- xiv. Chennai
- xv. Delhi (Corporate Office)

Note: Above are tentative locations, however final locations shall be shared as per agreement between customer and RCIL.

24. Other Terms and Condition

1. Bidders are requested to quote their best prices considering the fact that price negotiation, if required with the vendor will be passed on to the selected bidder.
2. Unless otherwise specified all prices quoted must remain firm except for statutory variation in taxes and duties during contractual delivery period. Any increase in taxes and duties after expiry of the delivery period will be to vendor account.
3. Quotations should preferably be typewritten and any correction or over- writing should be initialed. Rates to be indicated both in words and figures.
4. The bidders should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.
5. Sealed quotations in envelope superscribing tender enquiry number and due date of opening must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. Quotations received after specified date and time are liable to be rejected.
6. Quotation should be valid for a minimum period of 180 days from the date of opening of tender.
7. Printed conditions on the back side of the offers will be ignored.
8. If the tenderer is unable to quote against the Enquiry, Regret letter must be sent. Failure to do so repeatedly may result in deletion of tenderer's name from the approved list of BA/SI.
9. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of RCIL for any other action including termination.
10. RCIL shall have the right to terminate the contract by giving 30 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, RCIL will have right to terminate the contract by written notice to the Seller.
11. FORCE MAJEURE: Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction

imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

12. In case of any dispute or difference arising out of the contract which can not be resolved mutually between RCIL and vendor, it shall be referred to a Sole Arbitrator to be appointed by the CMD, RCIL.
13. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.
14. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only.
15. RCIL may place the order in full or partial manner based on customer requirement.

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Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

EoI Reference No: **RCIL/EOI/CO/DNM/2019-20/IT services to RCIL customer/496 dated 14.10.2019**

Date:

To,

DGM/IT

RailTel Corporation of India Ltd.

PlotNo.143, Sector 44, Gurgaon– 122 003

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

OR

We hereby confirm that Our Firm MSME Number is _____ with validity date _____ and our Firm is eligible for exemption as per clause number 12.7.

Authorized Signatory
Name
Designation

List of Documents to be submitted for bidding

- 1.Covering Letter
- 2.Format for statement of deviation (clause no.-22)
- 3.Format for providing Bidder's information (clause no.-21)
- 4.Commercial Offer
- 5.Signed and Stamped EOI document
- 6.Any other relevant document
- 7.Tender Cost and EMD
- 8.GST Registration Number
- 9.MSME Certificate



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Form 1: Performance Bank guarantee

(On Stamp paper of requisite value)

(To be used by approved Scheduled Banks)

**RailTel Corporation of India Limited,
Plot No 143, Sector 44,
Institutional Area, Opposite to Gold Souk,
Gurgaon, Haryana 122003**

In consideration of the RailTel Corporation Of India, Plot No 143, Sector 44, Institutional Area, Gurgaon, Haryana 122003, (Hereinafter called “ the RailTel”) having agreed to exempt (hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “ the said Agreement”) of Mobilisation Advance for the due fulfilment 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.

We, Bank 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 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.

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

thereunder 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.

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 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.

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

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

Dated the day of 2019

for

(indicate the name of the Bank)

Witness

1. Signature

 Name

2. Signature

 Name

***** End of Document *****