



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

**TENDER DOCUMENT**

**Limited Tender No: RailTel/Tender/LT/SR/HQ/2019-20/108      Dt:13-01-2020**

**NAME OF THE WORK**

**Supply of Microsoft SQL Server Standard subscription license  
( 2 core license )**

## INDEX SHEET

Chapter	Subject	Page No
	Tender Notice	03
	Instructions to Tenderers and Conditions of Tendering	04 -11
	Offer Letter	12
	Schedule of Requirement	13
	Technical Specification and compliance	14
III	Statement of Deviations, if any	15
IV	Format for PBG/SD & Others	16-18



## CHAPTER I



# 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](http://www.railtelindia.com), Tel: 040-27821134 Fax: 040-27820682,

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

## **TENDER NOTICE**

**Limited Tender No: RailTel/Tender/LT/SR/HQ/2019-20/108 Dt:13-01-2020**

RailTel Corporation of India Ltd., SECUNDERABAD invites sealed tenders for the work “Supply of Microsoft SQL Server Standard subscription license ( 2 core license )” as per schedule of requirement (SOR) and specification enclosed in the tender document.

SI No	Description of work	Earnest Money (EMD) in Rs.
1	Supply of Microsoft SQL Server Standard subscription license ( 2 core license )	42,000 /-

Last Date for submission of Offer	28.01.2020 at 15.00 hrs.
Date and time of Tender Opening	28.01.2020 at 15.30 hrs.
Validity of Offer	60 Days from the date of opening to tender
Delivery Period	3 weeks from the date of issue of LOA and submission of User details
Address for submission of Offer	The Regional General Manager, RailTel Corporation of India Limited, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071

The tender document should be sealed in a cover duly superscripted Tender No., and Name of the work. RailTel is not responsible for delay or loss in transit. The bids will be opened at the above said address. Late/delayed/ incomplete tenders and tenders with insufficient EMD will be summarily rejected.

# Firms registered with NSIC under single point registration scheme or any other body recognized by MSME are exempted from submission of EMD provided they registered tendered items/work and valid and in current. Copy of certificate to be submitted along with tender bid.

(Sanjeeva Kumar)  
DGM/DC/SC  
for Regional General Manager/SR

## **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

**Limited Tender No: RailTel/Tender/LT/SR/HQ/2019-20/108      Dt:13-01-2020**

1.2 Tender cover should be addressed to **The Regional General Manager, RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500071** and should reach this office on or before **15:00 hrs on 28-01-2020**. 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 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 as detailed below:

SI No	Description of work	Earnest Money Deposit (EMD) in Rs.
1	Supply of Microsoft SQL Server Standard subscription license ( 2 core license )	42,000 /-

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 and upon submission of valid SD/PBG. **Tenders without earnest money will be summarily rejected.** However, Firms registered with NSIC under single point registration scheme or any other body recognized by MSME are exempted from submission of EMD provided they registered tendered items/work and valid and in current. Copy of certificate to be submitted along with tender bid.

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 withdrawn or revised his offer within the validity period, RailTel has the right to forfeit the Earnest Money Deposit.

### **3.0 Evaluation Criteria:**

The Total All Inclusive Rate on FOR destination given in Schedule-A, will be criteria for deciding the inter-se-position and consideration of offers against the Schedule of Requirements given in the Schedule A,.

### **4.0 SECURITY DEPOSIT (SD)/PERFORMANCE BANK GUARANTEE (PBG):**

- 4.1 On Receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful **Tenderer shall deposit an amount equal to 10% of contract value as Security deposit valid for 15 months from date of issue of PO/LOA** for due fulfillment of the contract within a period of 30 days.
- 4.2 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
- 4.3 The Security Deposit/PBG will bear no interest.
- 4.4 **The Instruments for security deposit should be valid for three months beyond the defects liability/warranty period.** On successful completion of 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.

### **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 Regional General Manager, Southern Region, Secunderabad shall be final and binding.
- 5.3 Tenderer while quoting may specifically note the following: -
  - a) Price breakup has to be given as per SOR.
  - 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 supply of electronics license should be supplied within 3 weeks from the date of issue of Purchase Order/LOA.

**8 Proneness 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 Bidder should supply software subscription license in electronic form and should be perpetual license. The license should be provided with down gradable rights from higher version to lower version (N - 2). 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 bidder 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 % payment on receipt of full materials, & acceptance of the electronic license accompanied with the following documents:

- Invoice
- Delivery Challan
- Electronic License copy
- Warranty Certificate of OEM/Supplier
- Certificate for Fall Back Clause
- Submission of PBG
- GST declaration certificate
- Escalation Matrix of OEM/Supplier

b) 20% after successful Installation and activation of Licenses.

**11 Paying Authority:** Bill passing officer is General Manager/Project and bill paying officer is General Manager/Finance.

**12 GST No :** GST 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/GST etc as applicable while submission of tender document. 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/GST 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 (0.5%) 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 - Deleted**

**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 applicable on this contract. Therefore, the firm should quote their prices taking into account any other tax livable 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/GST 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: Deleted**

## **24 Consignee Details ( for billing ) : RailTel Corporation of India Ltd., B-Block, II floor, Rail Nilayam Secunderabad, Telangana 500071.**

## **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.

**26 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.

- a. 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.
- b. 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.
- c. The Arbitrator shall give a reasoned award, which shall be binding on the parties.

**27 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.

**28 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.

**29 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.

### **30 FALL BACK CLAUSE:**

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

- a. 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.
- b. 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 forced of such reduction or sale shall stand correspondingly reduced.
- c. 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.
- d. 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."

### **31. GST**

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.

2. After imposition of GST as explained clause 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.
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 nay 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.

\*\*\*\*\*

## **OFFER LETTER**

To,  
Regional General Manager,  
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 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 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 within 3 Weeks from the date of issue of 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.

### **EMD for SOR (Supply and installation ) :**

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**

**A) SCHEDULE OF REQUIREMENT**

Name of the Work: **Supply of Microsoft SQL Server Standard subscription license (2 core license)**

**Limited Tender No: RailTel/Tender/LT/SR/HQ/2019-20/108 Dt:13-01-2020**

SL NO	Item Description	Part Code	Quantity	Basic unit Price	Taxes	Amount with Taxes	Total Price ( all inclusive )	HSN Code
1	Supply of MS - SQLSvrStdCore 2019 OLP 2Lic NL Gov CoreLic Qlfd with down gradable rights (2 CORE)	7NQ-01581	8					
	Grand Total in words							

**Licenses should be in the name of :**

Name of Organisation : KERALA STATE IT INFRASTRUCTURE LTD

Address: 7th FLOOR, FELICITY SQUARE, M.G. ROAD, STATUE, THIRUVANANTHAPURAM, KERALA - 695001

Name of Contact: MANAGING DIRECTOR

**Contact no and Mail id will be share at the time of issue of PO .**

**Supplier has to submit MAF Certificate issued by OEM specific to tender along with the Bid**

**Signature of Tenderer  
Withseal**

## B) Technical specification and Compliance

1. Supplied RDBMS Software must cover following Software components/Modules:

- 1.RDBMS General,
- 2.RDBMS Security,
- 3.RDBMS Replication,
- 4.RDBMS Clustering,
- 5.RDBMS Performance,
- 6.RDBMS Spatial,
- 7.RDBMS Management,
- 8.RDBMS Integration,
- 9.RDBMS Backup,
- 10.RDBMS Analytics,
- 11.RDBMS Transactional

2. Software must be deploy-able in Private Cloud (On-premises Hosting).

3. Supplied RDBMS Software must support following scaling capabilities:

Maximum memory for buffer pool per instance of SQL Server Database Engine = 128 GB

Maximum memory for Columnstore segment cache per instance of SQL Server Database Engine = 32 GB

Maximum memory-optimized data size per database in SQL Server Database Engine = 32 GB

Maximum memory utilized per instance of Analysis Services = Tabular: 16 GB, MOLAP: 64 GB

Maximum memory utilized per instance of Reporting Services = 64 GB

Maximum relational database size = 524 PB

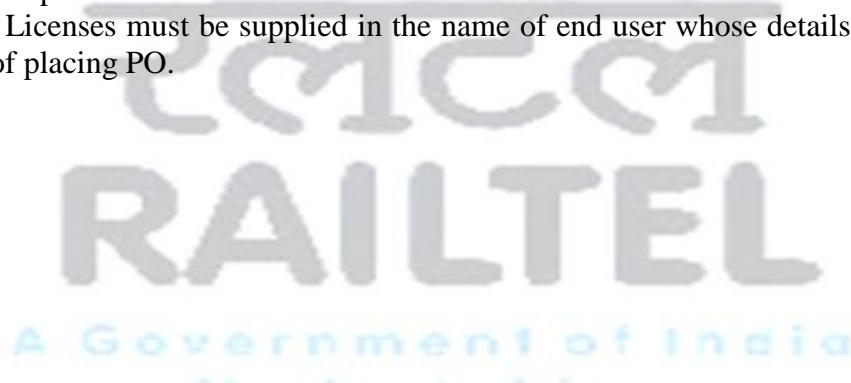
4. Valid License copy must be provided either in physical document/through URL.

5. **Supplier has to submit MAF Certificate along with Bid.**

6. Software License must be perpetual in nature.

7. Supplied Software must have support from OEM for: Updation for Patches and Bug fixes within support period.

8. Software Licenses must be supplied in the name of end user whose details will be shared at the time of placing PO.



### **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.  
2<sup>nd</sup> 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.
10. GST Registration Details.

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

### Annexure-1

#### Proforma for Performance Bank Guarantee

##### PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: 2<sup>nd</sup> Floor, B Block, Above Syndicate Bank Rail Nilayam Building, Rail Nilayam, Secunderabad. -500071

1. (Herein after called RailTel) having agreed to exempt ..... (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. .... dated ..... made between ..... and ..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. .... (Rs. .... only). We, .....(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, ..... Bank **and our local branch at .....(indicate detail address of local Branch with code no.)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is

made on us in writing on or before the ..... (1) ..... We shall be discharged from all liability under this Guarantee thereafter.

We,.....We, .....  
(indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time 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.

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

**We**, the ..... Bank further agree that this guarantee shall be invokable at our place of business at ...../New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New Delhi is being advised accordingly.

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

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

for .....

(Indicate the name of the Bank)

Witness

1. Signature  
Name

2. Signature  
Name



\*\*\*\*\*