

Information to Bidder for the “Supply of OTDR, Splicing Machine, Cable Locator,Laser Source,Power Meter,Tool Kit through GeM Bid ”

Ref: GeM Bid No. GEM/2022/B/2055232 dated: 22-03-2022

- The item/items in this bid should be quoted as per the technical specifications. The details of the specifications along with consignee/site details are also available on website www.railtelindia.com

(The technical specs which are not available on GeM portal for the required product, same will be uploaded in ATC as one time exercise. In future all the specs will be available on GeM portal.).

1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in Annexure-I,OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
2. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. If OEM is quoting then OEM should submit the certificate.
3. Equipment offered shall have complete data sheets and detailed description on OEM web sites.
4. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.
5. GSTIN RC of vendor for state should be provided from where goods will be supplied.

6. Delivery Period, Consignee Address and inspection

6.1 Delivery Period: The supplier will have to supply the material within 60 days from the date of issue of confirmed PO. If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

6.2 Consignee

Address:

Sr.Manager/Stores

3rd Floor Microwave Tower,

Thompson Road , New Delhi

Northern Region.

6.3 Inspection: Inspection will be carried out by authorised representative of RailTel.

7. Estimated cost of tender & Earnest Money Deposit (EMD)/ Bid Security:

7.1 **Estimated cost of tender:** Estimated cost of the Tender is Rs. 29,26,896 /- (Incl. GST).

7.2 **Earnest Money Deposit (EMD)/ Bid Security:** Earnest Money Deposit (EMD) is of Rs. 58,538/- in the form of NEFT/ Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before 15:00 Hrs of 12/04/2022 (Bid Opening Date).

7.3 In addition to clause 7.2 above, Tenderer has an option for online/offline submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of bank & address	Union Bank of India, 1st Floor, 14/15, Rajiv Chowk, Block-F, Connaught Place, New Delhi-110001
Name of Account holder	RailTel Corporation of India limited
Account No.	307801010917906
IFSC Code	UBIN0530786
MICR Code	110026006

7.3.1 Any bid not accomplished with a valid EMD shall be summarily rejected.

7.3.2 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 9.

7.3.3 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.

7.3.4 The successful bidder's EMD will be discharged upon the bidder's acceptance of the Advanced purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 9.

7.3.5 Earnest Money will bear no interest.

Note : In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel(RCIL) for 5 (five) years.

8.0 This bid complies with "Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012" issued by Ministry of MSME."

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

9. Security Deposit/Performance Guarantee:

The successful tenderer shall submit security deposit in the form of DD/irrevocable BG from any scheduled bank for due fulfillment of contract as per the Performance Guarantee details given below:

i. Security Deposit/Performance Guarantee @ 3% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO.

ii. The security deposit/PG shall be submitted to RCIL/RO/NR, Shastri Park, Delhi.

iii. A separate advice of the PG will invariably be sent by the PG issuing bank to the RailTel's Bank through SFMS 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 advice of PG through SFMS to the RailTel's Bank.

The security deposit/Performance Guarantee shall be refunded to the contractor without interest after duly performs and complete the contract in all respect after 60 days of completion of all such obligations including the warranty under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at New Delhi.

Note: (1) In case value of PG comes to Rs. 5 Lakhs or less, same should be submitted in the form of DD/Banker cheque only.

(2) Performa for bank guarantee. (Annexure-IV)

10. Eligibility Criteria for OEM :

- The Equipment offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online.
- The OEM should have supplied at least 35% of the tendered quantity of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self- certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
- The OEM should have proven facilities for Engineering/manufacture/assembly/ integration and testing of **OTDR, Splicing Machine, Cable Locator, Laser Source & Power Meter** and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service

center facilities in India also. The certificates/Undertaking for the same will have to be submitted online.

(The bidder will have to submit the proof of establishment for the facility)

11. Eligibility Criteria:

11.1 Technical Eligibility for Bidder:

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works# each costing not less than the amount equal to 30% of advertised value of the tender, or
- (ii) Two similar works# each costing not less than the amount equal to 40% of advertised value of the tender, or
- (iii) One similar work # each costing not less than the amount equal to 60% of advertised value of the tender.

Similar Work : Supply of O F C maintenance measuring/testing instruments for any Government department or Public Sector Units or public listed companies (as per note below).

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate

11.2 Financial Criteria for Bidder:

The tenderer must have received total contractual payments/operating turnover in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet /Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates

published by the International Monetary Fund for the relevant date

- 11.3** Bidder should have authorization specific to this tender from respective OEM as per Annex-II.

12. Splitting of Quantity:

- 12.1** Deleted

- 12.2** In case bidder claims PMA, Government of India Guideline/Instruction regarding splitting of order to Local supplier shall be applicable. Govt. Guidelines in regard to MSME shall be followed.

13. Warranty:

- 13.1** The materials are to be warranted for **3 years** 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 manufacturing 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.

13.2 SLA:

After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within time limit of max. 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller & upto max. of 100% of Unit Price of the product. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

13.3 Purchaser's Right to Vary Quantities:

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA as indicated in below para without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order/LOA.

- (a) The tendered quantity can be increased or decreased by 30% for ordering ,if so warranted.

Variation clause can be operated during validity of the contract, at the same terms of the tender.

14. Payment Conditions :-

- (i) 100% payment on full supply.
- (ii) 80% payment against part supply of the ordered quantity. In case bidder completes the supply order for one SOR, he can claim part payment of 80% against each SOR's completed supply of the said SORs. Balance payment shall be made after full supply. The following documents are to be submitted for payment:
 - Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
 - Delivery Challan.
 - Original Consignee receipt.
 - Original Inspection Certificate.
 - Transit Insurance Certificate.
 - Warranty Certificate of OEM.
 - Proof of SD/PG submitted.
 - Certificate of receipt of Goods in good condition & installation thereof from RailTel.
 - Declaration of non-applicability of e-invoicing, if applicable.
 - Declaration regarding 206AB/206CCA of IT act.

15. The tenderers shall submit an affidavit on paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted online by the bidder is enclosed as **Annexure-III. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting **documents duly self attested** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel(RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel(RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel(RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel(RCIL) for 5 (five) years.

16. On line Submissions:

The bidder is required to upload and submit the following documents on line on GeM portal before due date & time of bid. The due date & time for closing of the bid is 15:00 Hrs of 12.04 .2022 and the bid will be opened at 15:30 Hrs of 12. 04.2022.

- (i) Scan copy of Demand Draft/NEFT detail of EMD
- (ii) BOQ of offered equipment.
- (iii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- (iv) Data Sheet of offered equipment.
- (v) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vi) Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
- (vii) Certificate from the End user against the Eligibility criteria for OEM para 10.
- (viii) Proof of document required against Eligibility criteria of OEM and Bidder vide para 11 & 12 respectively.
- (ix) Digitally signed copy of ITB.
- (x) MAF/OEM Authorization as per Annexure-II.
- (xi) Affidavit on a paper as per Annexure-III .

Scanned copy of the Documents to be uploaded along with offer

SN	Subject/Content	Required Documents/Form	Action if required documents not submitted along with the tender
1	Earnest Money Deposit	Rs. 58,538/- in the form of NEFT/ Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before 15:00 Hrs of 12/04/2022 (Bid Opening Date). Bank detail as mentioned in clause 7. Note: (i) In case of NEFT/demand draft scan copy of EMD should be submitted along with offer. (ii) Original copy of demand draft has to be submitted to concern tendering department at RCIL/RO/NR, Shastri Park, Delhi	Summarily Rejected (Small scale Units registered with NSIC/MSEs under single point registration scheme shall be exempted from EMD cost)
2	Constitution of Firm		Liable to be Rejected
A	In case of Sole Proprietorship Concern	Notarised Proprietorship deed on stamp paper.	
B	In case of a "Partnership Firm/Concern"	1) Notary certified copy of the Partnership Deed. 2) Document(s) in support of Registration of firm with Registrar of firms which includes Certificate of registration and Register of firm (Form No. may vary from State to State)(as applicable) etc. issued by Registrar of firms. 3) Notarised/Registered Power of Attorney in favour of the individual signing the tender document authorized by all the partners to act on behalf of the firm and create liability against the Firm. 4) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways/Railtel or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Note: Authorisation given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non- submission of POA or invalid POA, offer is liable to be rejected.	

C	In case of a “Company”	(i) Copies of the AOA/MOA (Article of Association / Memorandum of Association) of the Company; (ii) A copy of certificate of incorporation. (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company (iv) An Undertaking that the company is not black listed or debarred by Railways/Railtel or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm.	
3.	Technical Eligibility Criteria	Completion/Performance Certificate in support of similar nature of work as per clause 11.1 of tender document.	Summarily Rejected
4.	Financial Eligibility Criteria	Contractual payment received as per clause 11.2 of tender document.	Summarily Rejected
5.	Form-V	Statement of deviation	Liable to be Rejected
6.	Annexure-III	Standard format of certificate	Summarily Rejected

Note: 1) The bidder is required to give acceptance of all the clauses mentioned in the “**Information to the Bidders**” document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.

2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No.: GEM/2022/B/2055232** Dt.22.03.2022

In case, If any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevails.

Annexure-I**1. All Equipment should be:
Technical Specifications**

- i. With 3 years warranty .
- ii. Equipped with necessary hardware/software to comply all above required / support features.
- iii. Back-to-Back warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
- iv. OEM should have its Service Centre at min 04 locations in major cities in India. Service center details to be shared along with address and contact no. and person.
- v. UL, CE and FCC Certification is not required for PMA. However, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product are equivalent to UL,CE and FCC and meets all standard and specification of UL,CE and FCC.

**2. SOR wise details are
as:**

SOR	Item Description	Unit	Qty.
SOR-1	Optical Fiber Splicing Machine as per technical specifications of SOR-1 of Information to Bidder	Nos.	3
SOR-2	Optical Time Domain Reflectometer (OTDR) as per technical specifications of SOR-2 of Information to Bidder	Nos.	3
SOR-3	Cable Locator as per technical specifications of SOR-3 of Information to Bidder	Nos.	3
SOR-4	Optical Laser Light Source as per technical specifications of SOR-4 of Information to Bidder	Nos.	3
SOR-5	Optical Power Meter as per technical specifications of SOR-5 of Information to Bidder	Nos.	3
SOR-6	Optical Tool Kit as per technical specifications of SOR-6 of Information to Bidder	Nos.	3

3. Technical Specification Detail:

- 1. SOR-1 : OPTICAL FIBRE SPLICING MACHINE (PORTABLE)(Type-I) As per
TEC GR no. TEC/GR/TX/OSM-003/03/DEC-16 or latest with all
amendments.**
- 2. SOR-2: OPTICAL TIME DOMAIN REFLECTOMETER (MINI)(Type-A) As per
TEC GR no. : TEC/GR/TX/OTD-002/04/AUG-19 or latest with all
amendments.**
- 3. SOR-3: CABLE ROUTE TRACER
As per TEC GR no. GR/TIE-01/02.OCT'99 or latest with all
amendments.**
- 4. SOR-4: Optical Laser Light Source (Type-A)
As per TEC GR no. TEC/SD/TX/SLS-221/05/JUN-20 or latest with all
amendments.**
- 5. SOR-5: Optical Power Meter (Type-A)
As per TEC GR no. TEC/GR/TX/OPM-001/04/NOV-13 or latest with all
amendments.**
- 6. SOR-6: Optical Tool Kit Tool Type A (Section-I to Section-XXI mentioned in
specification)
As per TEC GR no. GR/OFT- 01/03. APR 2006 or latest with all amendments.**

Note (i) The supplier should confirm the all given specification as above.

(ii) In the all specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/ software/ licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

Annexure-II

**Deputy General Manager/IMP-II
RailTel Corporation of India Ltd.**

Dated:

.....
.....
.....

**Subject: Manufacturer Authorisation form (MAF) to M/s for
.....
Ref: GeM Bid No.....dated.....**

Dear Sir,
We, M/s....., are established and reputed manufacturer and service provider of
.....(Product details), having our registered office at
.....
We hereby authorise M/s (bidder name), Office
..... to participate in bid and subsequently upon
award of the bid to execute the supply and Installation & Commissioning of our range of
products against your above said bid.
We further extend our warranty for years for our range of products offered by M/s
.....against the above-said bid.

Thanking you,
Best regards,

Authorised Signatory

Annexure-III**FORMAT FOR CERTIFICATE TO BE SUBMITTED/ UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

I..... (Name and designation)** appointed

as the attorney/authorized signatory of the tenderer (including its constituents),

M/S..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of

As per the tender No. of (Railtel), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from electronic tender portal. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the Railtel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we {insert name of the tenderer} **__and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five years.

Placed: SEAL AND SIGNATURE OF THE TENDERER

Dated:

**** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.**

Annexure -IV**Performa for Performance Guarantee**

PERFORMANCE 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, Delhi IT Park , Block-III, 6TH Floor, Shastri Park, New Delhi-110053 (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Performance 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.

1. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
1. 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).

(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
2021

for
(Indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

Annexure-V**STATEMENT OF DEVIATIONS****(PROFORMA FOR STATEMENT OF DEVIATIONS)**

1. The following are the particulars of deviations from the Technical Specifications , Instructions to Tenderers and Conditions of Tendering and Special conditions of Contract:

Clause	Deviation	Remarks
		(Including Justification)

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**no deviations**”.

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER