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**Information to Bidder for the “Supply of Access Switches, Patch Cords and 6 core OFC”**

**Ref: GeM Bid No. ....**

1. 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](http://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.)*

2. 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**.
3. 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.

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.

4. Equipment offered shall have complete data sheets and detailed description on OEM web sites.
5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.
6. GSTIN ID of vendor should be provided from where goods will be supplied.
7. **Delivery Period, Warranty Period and Consignee Address**

**7.1 Delivery Period:** The supplier will have to supply the material within 30 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 quantity per week to the maximum to the 10% of the contract value will be levied.

**7.2 Warranty Period:** The materials are to be warranted for **one year** 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.

**7.3 Consignee Address:**

**RailTel Corporation of India Ltd.  
NER Microwave Building,  
Bandariabagh, Gulista Colony.  
Kalidas Marg  
Near Dilkusha Colony  
Lucknow-226001  
Mob: 9794846135**

**7.4 Inspection : By Authorised representative of RailTel.**

**8. Tender Cost & Earnest Money Deposit (EMD)/ Bid Security:**

**8.1 Tender Cost:** Estimated cost of the Tender is **Rs. 8,54,124/-** (Incl. GST),

**8.2 Earnest Money Deposit (EMD)/ Bid Security: Rs. 17,083/-** in the form of Pay Order/Demand Draft in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before 15:00 Hrs of XX/XX/20XX (Bid Opening Date). The Bid received without EMD will be summarily rejected.

**NOTE: For NSIC registered Firm:**

**A)** For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -

They are exempted from depositing Earnest money.

These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.

**B)** No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.

**C)** 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 MoSME.”

**D)** Any Other guideline issued by Govt. for MSME time to time will be applicable.

**9. Security Deposit/Performance Bank Guarantee:**

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

i. Security Deposit/Performance Bank 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 (**Annexure -V**), 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/PBG shall be submitted to RO, Shastri Park.

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

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations 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.

#### **10. Purchaser's Right to Vary Quantities:**

The Purchaser reserves the right to increase or decrease the ordered quantity up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the contracted quantity up to 25 % during the currency of the contract at the contracted rates. Bidder is bound to accept the order accordingly.

#### **11. SPLITTING OF QUANTITY-**

(i) Deleted

(ii) 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.

#### **12. Eligibility Criteria for Bidder:**

a. The tenderer should have executed order of supply/ provision of Telecom equipment during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following:

(A) Single order of at least 35% of tendered value.

OR

(B) Two orders of at least 20% each of tendered value.

OR

C) Three orders of at least 15% each of tendered value.

Satisfactory Performance certificate issued by customer/s for the Purchase Orders/ Work Orders should be enclosed.

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

### **13. SLA:**

After having been notified of the defects / service requirement during warrantee period, Seller has to complete the required Service / Rectification within time limit of maximum 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.

### **14. Long Term Maintenance Support:**

Tenderer (OEM) shall provide maintenance support (**for Access Switches only**) , after successful completion of the warranty obligations for a minimum period of **2 years**. The long term maintenance support shall be comprehensive and include all hardware and software of equipment supplied against this contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RailTel.

Buyer **reserves** the right to enter into AMC @ 3.5 % of ordered value of equipment before 30 days of expiry of warranty period. In case bidder refuses to enter into AMC, PBG will be forfeited.

Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered into with OEM/the authorized partner of OEM by RailTel. A fresh Bank Guarantee valid for two years and four months for 10% of the Long Term Maintenance Support cost of two years, shall be required to be submitted by bidder for due fulfillment of long term maintenance support obligation.

Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.

**Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-III. Any deviation / non acceptance will lead to rejection of the bid.**

### **15. Payment Conditions :-**

- i. 100% payment against full supply.
- ii. The following documents are to be submitted for payment:

- a. Original Tax Invoice.
- b. Delivery Challan.
- c. Original Consignee receipt with GRN No.
- d. Original Inspection Certificate.
- e. Transit Insurance Certificate.
- f. Warranty Certificate of OEM.
- g. Copy of BG submitted.
- h. Certificate of receipt of Goods & Installation thereof from RailTel in good condition.

**Bill passing Authority: JGM/NTP/NR**

**Bill Paying Authority: JGM/Finance/NR**

16. The tenderers shall submit a notarized affidavit on a non-judicial stamp 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 by the bidder is enclosed as **Annexure-IV. 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 railway 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.

#### **17. On line Submissions:**

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid is 15:00 Hrs of XX.XX.202X and the bid will be opened at 15:30 Hrs of XX.XX.202X.

- i. 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. MAF/OEM Authorizations as per Annexure-II.
- viii. **Notarized affidavit on a non-judicial stamp paper as per Annexure-IV.**

**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](http://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: \_\_\_\_\_**.

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

- 18.** 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 MoSME.”

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

**19. Eligibility Criteria for OEM:**

- a. 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.
- b. 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.
- c. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of **Switches** 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 offline.

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

### **Technical Specifications**

**1. All Equipment should be:**

- i.** With **1 year** warranty (for all SOR items) & **2 years AMC (for Access Switch only)**. The product should not be declared EOL or EOS by OEM for next 8 Years.
- 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 products are equivalent to UL, CE and FCC and meets all standard and specification of UL, CE and FCC.

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

<b>SOR</b>	<b>Item</b>	<b>Unit</b>	<b>Qty</b>
<b>1</b>	<b>Supply of Access switch (24 ports 10/100/1000 Mbps Base T &amp; 4 ports SFP) as per Technical specifications of SOR-1 of Information to Bidder.</b>	<b>No</b>	<b>50</b>
<b>2</b>	<b>Supply of Patch cord SC-LC 3 Mtrs as per Technical specifications of SOR-2 of Information to Bidder.</b>	<b>No</b>	<b>288</b>
<b>3</b>	<b>Supply of Patch cord LC-LC 3 Mtrs as per Technical specifications of SOR-3 of Information to Bidder.</b>	<b>No</b>	<b>12</b>
<b>4</b>	<b>Supply of 6 core Metal Strengthen Outdoor Unarmoured OFC as per Technical specifications of SOR-4 of Information to Bidder.</b>	<b>Mtr</b>	<b>33000</b>

### 3.

#### 3.1 SOR 1 : Access Switch.

SN	Description
1	Should have 24 ports 10/100/1000 Base-Tx
2	Should have support for 4 ports SFP Based Gigabit ports.
3	Should have at least 48 Gbps switching fabric.
4	Packet forwarding rates 30 million PPS
5	Should support at least 16K entries in the MAC table.
6	Should Support 255 minimum VLANs.
7	Should have AC and DC power supply arrangement as given below in chassis without any external adaptors :
	i) AC Power Supply 100 to 240 V AC with 50 to 60 Hz
	ii) -48V DC supply
	Railtel will specify the requirement of power supply arrangement AC or DC at the time of sub purchase order. In case not specified, tenderer should seek clarification on the power supply arrangement.
8	Should support Dual Images.
9	Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports of 1G.
10	Should support port mirroring and jumbo frame 9k.
	Should support following for min. 64 Groups :
	i) IGMP Snooping,
	ii) IGMP v1/v2/v3 awareness Snooping,
11	iii) IGMP Snooping Queried.
12	Should support spanning-tree root guard, Port Fast and BPDU Guard/Filter or similar functionalities.
13	Should support following security features viz.:
	i) Web Management (HTTPS),
	ii) Broadcast/Multicast/Unicast Storm Control,
	iii) DoS Attack Prevention
14	Switch should support following SNMP traps or syslog



	i) Interface UP & Down
	ii) Optical power SFP threshold alarms
	iii) STP Topology Changes and New root bridge
	iv) LLDP table changes
	v) Threshold alarms for Temperature.
	vi) Ethernet OAM SNMP alarms.
<b>15</b>	Switch should comply to following Temperature performance parameters :
	i) Operating Temperature - min -0 to 50 °C (23 to 122 °F)
	ii) Storage Temperature - min -0 to 70 °C (-40 to 158 °F)
<b>16</b>	It shall support MAC address notification to allow administrators to be notified of users added to or removed from the network.
<b>17</b>	The switch shall be designed for continuous operations.
<b>18</b>	IPv6/v4-L3 and IPv6-Multicast functionalities/features for Switches are desired but not mandatory.
<b>19</b>	<b>Safety Requirement :-</b>
	Switch should have safety compliance of UL.
<b>20</b>	<b>Electromagnetic Compatibility (EMC) Requirements:-</b>
	Switch should have EMC compliance of CE and FCC.
<b>21</b>	The LAN switch shall support a console port or auxiliary/Ethernet port for the purpose of local and remote configuration and diagnostics.
<b>22</b>	The LAN switch shall support built in power diagnostics system to detect hardware failures.
<b>23</b>	IPv6 feature should be ready from day 1.
<b>24</b>	<b>Qualitative Requirements:-</b>
	<b>i.</b> The equipment shall be manufactured in accordance with the international standards ISO 9000:2008 or later for which the manufacturer shall be duly accredited. A quality plan describing the quality assurance system followed by the manufacturer shall be required to be submitted
	<b>ii.</b> The MTBF (Mean Time Between Failure) and MTTR (Mean Time To Repair) predicted and observed values shall be furnished along with calculations by the manufacturer.
<b>25</b>	<b>Switch should support following Metro Ethernet Features:</b>
	i. Q in Q , Double VLAN (Q-in-Q) ,Port-based Q-in-Q and VLAN Translation
	ii. IEEE 802.1ag Ethernet OAM: Connectivity Fault Management
	iii. Ethernet OAM compliant with IEEE 802.3ah/Y.1731
	iv. ITU-T G.8032 Ethernet Ring Protection designed for loop protection and fast convergence times (sub 50 ms) in ring topologies.
	v. L2 Protocol Tunneling.

	vi. Loopback Detection
	The operating system of the Switches category/series/family should be MEF-9/14 or CE (Carrier Ethernet) Certified/compliant.
	<b>Note:</b> 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.

### 3.2 SOR 2 and SOR 3: Patch cord

<b>The Patch cords should be confirming to TEC NO.: TEC/GR/TX OFJ-01/05/NOV-09 with latest amendment No. TEC/T/OFC-OFJ/155/2013. However the Patch cords should have the following:</b>
<b>i) Operating Temperature:</b> -60°C to +85°C.
<b>ii) Insertion Loss:</b>
a) Insertion Loss of complete patch cord including adapter when tested from each direction in all conditions of operations: ≤ 0.3 dB
b) Insertion Loss of Adaptors: ≤ 0.1 dB
<b>iii) Return Loss for each connector of patch cord:</b>
a) Type-I FC-PC : ≥ 50 dB
b) Type-II SC-PC : ≥ 50 dB
c) Type-III SC-APC : ≥ 65 dB
d) Type-IV LC : ≥ 50 dB
e) E2K/APC : ≥ 60 dB
<b>iv) The length and type of connector of each Patch Cord: As per SOR.</b>
<b>v) The connectors must be make of reputed OEMs 3M, Huber-Shuner, R&amp;M, TE Connectivity/Raychem, any other CACT approved manufacturer/s having a valid approval against specification no. TEC/GR/TX OFJ-01/05/NOV-09 for the tendered connected type.</b>
<b>vi) Connector Body:</b>
a) FC-PC : Ni plated brass body (Ni plating shall be as per BIS Standards)
b) SC-PC & SC-APC : Engineering thermoplastic (Glass filled PBT: Polybutylene Terephthalate)
c) LC : PEI (Polyetherimide)/ PPS (Polyphenylene Sulphide)
<b>vii) Color of connector body:</b>
a) FC-PC connector: Ni plated Brass
b) SC-PC connector: Blue
c) SC-APC connector: Green
d) LC connector: Blue
<b>viii) Radius of curvature:</b>
a) FC-PC : 10 to 25 mm
b) SC-PC : 10 to 25 mm

c) SC-APC : 5 to 12 mm
d) LC : 10 to 25 mm
<b>ix) Minimum bending radius of the cable:</b>
a) Loaded : 50 mm
b) Unloaded : 30 mm
Note: The bidder/OEM has to give compliance for the TEC specifications for above mentioned items, offered in this bid.

### 3.3 SOR 4: 6 core Metal Strengthen Outdoor Unarmoured OFC

- OFC should be conforming to ITUT G.652 D.

**PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT**

(To be signed by the O.E.M.)

To

The Joint General Manager/NTP,  
RailTel Corporation of India Limited

I / We ..... hereby confirm and accept that against RailTel Tender No. .... , there is a requirement of Long Term Maintenance Support as per Clause 14. We confirm that Long Term Maintenance Support shall be met by us directly or through Authorized partner, as the case may be based on contracts. I / We have gone through the requirement mentioned in the Tender document and shall provide services for the offered supply items.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1. ....

2. ....

**Annexure-II**

**The Joint General Manager/NTP,  
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**

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**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/- . The stamp paper has to be in the name of the tenderer)\*\*

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 (-----Railway), 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 tenderers, execution of work or final payment of the contract, the master copy available with the railway 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 along with 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 undersigned 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 five year on entire IR. 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 EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

**DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER**

**VERIFICATION**

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER**

Place:

Dated:

**\*\* The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

**Performa for Performance Bank Guarantee**

**PERFORMANCE BANK GURANTEE 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, 6<sup>TH</sup> 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 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.

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. ....
2. 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                      2020

for .....  
(Indicate the name of the Bank)

Witness

1.     Signature  
       Name
2.     Signature  
       Name

\*\*\*\*\*