



### **ADDENDUM No.1**

Addendum no. 1 dated 11.06.2024

EOI No: RailTel/SR/SC/Mktg/2024-25/EOI/TANFINET dt. 11-06-2024

Expression of Interest (Eoi) for the Selection of System Integrator for “Supply, Installation, Integration, Testing, And Commissioning of Headend Systems, Including Operation & Maintenance” from RailTel’s Empanelled Business Associate.

This Addendum is issued for inclusion BG format for submission of EMD.

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**Bank Guarantee for Earnest Money Deposit (EMD)**  
**(To be submitted and typed in a non-judicial stamp paper of value INR 100)**

To,  
Principal Executive Director,  
RailTel Corporation of India Ltd,  
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,  
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500016.

Whereas M/s.....(hereinafter called "the Bidder") has submitted its bid dated.....for Tender No \_\_\_\_\_ dated to the PED, RailTel Corporation of India Limited (hereinafter called "the Purchaser") and is required to furnish an Earnest Money Deposit (hereinafter called "EMD") of a sum of Rs..... (Rupees) to the said Purchaser in compliance of the precondition to participate in the bid,

KNOW ALL MEN by these presents that WE at.....(the Bank) bind ourselves and our successors and assign by these present.

The Conditions of the Obligation are:

1. If the Bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity as specified by the Purchaser on the Tender Document form or extended subsequently; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.
  - a. fails or refuses to execute the Contract, if required; or
  - b. fails or refuses to furnish the Performance Security within the specified time, in accordance with the instructions to Bidders.

We (name of the bank)\_\_\_\_\_do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Purchaser, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. Any such demand

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made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Purchaser in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees.....only).

This guarantee will remain in force as specified in Bid Document for a period of 6 months and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority.

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch

Name of the Beneficiary: **RailTel Corporation of India Limited**

Name of the Bank: **Union Bank of India**

Account No.: **327301010373007**

IFSC Code: **UBIN0805050**

Address of the Bank Branch: **RP Road Branch, Bungalow no 10 New No 1-7-252 to 254, Oxford Street, Sarojini Devi Road, Near Park Lane Centre, Secunderabad-500003.**

*“Notwithstanding anything contained herein:*

- a. Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_(Rupees \_\_\_\_only);
  - b. This Bank Guarantee shall be valid up to\_\_\_\_\_; (being the date of expiry of the guarantee) and
  - c. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before [ ] (being the date of expiry of claim period as per clause. (b) Above).
  - d. The Bank guarantee should be returned to us after the expiry date for cancellation purpose even if the original guarantee is not returned, our liability on this guarantee ceased to exist.
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*“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.”*

*In presence of dated this day of 2024*

*Witness*

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*For and on Behalf of [the Bank] s*

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