RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)
Plot No. 143, Sector- 44,
Institutional Area, Opposite to Gold
Souk, Gurgaon, Haryana-122003

Expression of Interest

FOR

Empanelment of Channel Partners for Marketing of RailTel's Data Services

RAILTEL/EOI/CO/DNM/2016-17/333

COPY NO.

SOLD TO:

Preamble

Subject:- Appointment of Channel Partners.

1.	Date of Commencement of downloading of this Document.	11.04.2016
2.	Last date and time of Receipt of Offer.	28.04.2016 till 1500 Hrs.
3.	Date and Time of Opening of Offer.	28.04.2016 at 1530 Hrs.
4.	Place of submission of offer document, pre-bid conference and opening of offers.	Corporate Office at: RailTel Bhavan, Plot No.-143, Sector-44, Institutional Area, Opposite to Gold Souk Mall, Gurgaon, Haryana- 122003. Phone No.:0124-2714000 Fax: 0124-4236084
5.	Address for Communication	As Above
6.	EMD	Rs 1,00,000/- (One Lakh only)
7.	Cost of The EOI Document.	Rs 5,000/- in the form of Demand Draft in favour of RailTel Corporation of India Limited payable at New Delhi.

The document would be available on RailTel‟s website (www.railtelindia.com) w.e.f. 11.04.2016. The same can be down loaded free of cost. However, Demand Draft for Rs. 5,000/- in favour of RailTel Corporation of India Ltd. payable at New Delhi shall have to be submitted along with the submission of bid document.

For **RailTel Corporation of India Limited**

(Kumar Bachchan)
Dy. General Manager/DNM

1. Introduction

1.1 RailTel Corporation of India Limited (A Government of India Enterprises under the Ministry of Railways) (hereinafter referred to as “RailTel”) had been issued National long distance (NLD) and ISP (Internet Service Provider) - by the Govt. of India, Department of Telecommunications. Besides, RailTel had also been granted registration as IP-I by the DoT. In addition, RailTel has already established its OFC network along the railway route and is growing further network. RailTel has a countrywide IP network with MPLS core at 40 stations. For the purpose of marketing the VPN, Internet and Broadband Services, RailTel is desirous of involving Channel Partner(s) who will build Broadband Access network and use the infrastructure and facilities of RailTel to provide services to the end users.

RailTel is also building Broadband Access network in some of the cities providing services to the enterprise customers.

1.2 Most of the SDH network that runs on the OFC is Ethernet enabled. Thus, at most of the POPs, both TDM and IP can be provisioned. The core of the countrywide network also provides an overlay MPLS network and hence can support any type of traffic with appropriate Service Level Agreements.

1.3 Different types of services are supported by this infrastructure of RailTel Viz. Layer-2 & 3 VPNs, Ethernet Private Line, Multicast, Unicast, VoIP etc.

1.4 State of art Network Management Software and a round the clock Network Operation Center (NOC) monitors the network. The SLA monitoring is done at the NOC through specialized software.

2. Objective of the EOI

2.1 The objective of this EOI is to appoint Channel Partner for marketing of data services. This will be on a non-exclusive basis i.e. RailTel reserves its right to enter into similar arrangements with other party (ies) or to deal directly with customers if considered appropriate in terms of business exigency and market requirements.

2.2 RailTel has four regional offices with their jurisdiction as given in Ann-A according to the zones of Indian Railways. The Channel Partner will be selected region wise.

2.3 Normally the Channel Partner will be associated with a Region/Territory. But he can get a circuit commissioned that crosses regions originating from the region for which he is chosen as the Channel Partner. RailTel will coordinate the other end work or the Channel Partner may organize it on its own.

3. Services

3.1 RailTel will put the following services in the purview of this EOI.

Internet Leased lines / Leased Line (other than Telcos, MSOs) / MPLS VPN / Broadband VPN / Server Co-location /Data Centre and any other Enterprise Service as decided by RailTel excluding Lease Lines to Telcos, MSOs & Operators, Dark Fibres, Bandwidth to Telcos, MSOs & Operators.

Other services can also be planned at a later date, depending upon market feedback.

4. RailTel's right to accept/reject any or all bids

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

4.2 RailTel reserves the right to accept or reject any technology proposed by the bidder.

RailTel reserves the right to enter into agreement with as many bidders as it deems fit. Bidders are permitted to bid for more than one region or part of a region limited to state level.

5. Eligibility

The responding firm must satisfy the following criterion:

5.1 The firm must be already established in related business like Internet services/ leased line services/System integration/ network integration/ MSO/CATV operators or similar for at least the last six month. Firm should enclose the license copy in case of MSO/CATV/ISP or firm should enclose the Memorandum of Association duly mentioning that firm is involved in System Integrator Business. System Integrator can enroll himself as a Channel Partner. The turnover must be not less than Rs. 20 Lakh from such business. Firm should enclose the Annual Balance sheet.

OR

Minimum 2 Lead Member of Board of Directors/Partner/Upper Management having more than 6 years of Higher/middle Management experience with Telecom Sector.

5.2 The prospective Channel Partner must be an Indian Registered company/Partnership firm/JV firm – Certificate of Incorporation/Partnership deed/JV agreement must be enclosed with the offer.

5.3 **Evaluation method:-**

The evaluation will be done broadly on 5 parameters with weightage as defined below:-

A) Sales presence in selected region :-

SN	Numbers of Sales office	Marks
1	1-2 offices	16
2	3-4 offices	18
3	More than 5 offices	20

Firm is required to provide a self- certificate duly mentioning the addresses of Sales Offices in the applied territory along with Telephone Nos, Fax etc.

B) Franchisee/Channel Partner of any NLD/ILD/ISP Operator:- Bidder must provide the copy of appointment/Consent letter issued by operators.

SN	Franchisee of other Operator	Marks
1	None	17
2	1	18
3	2-3	19
4	More than 4	20

Bidder must provide the copy of appointment/Consent letter issued by operators.

C) Previous track record:- Having experience of handling Purchase orders of Networking and Telecom domain.

SN	PO more than Rs. 1 Lakh in last three years	Marks
1	Less than 5	15
2	6-10	16
3	11-15	17
4	16-20	18
	21-25	19
5	More than 26	20

Firm is required to provide the Copy of POs and Completion certificate duly signed by the end customer.

D) Sales Team size:- Numbers of sales/Marketing members.

SN	Sales Team Size	Marks

1	1-2	16
2	3-5	18
3	More than 5	20

Firm is required to provide a self -certificate duly mentioned the name of Sales Executives and their profile.

E) Bidders should submit ***their business plan in terms of strategy for business acquisition, team sizing, responsibilities, projection, investment, technology/solutions etc*** for business. Evaluation will be done by RailTel & weightage will be given as per ranking of Business Plan.

SN	Ranking of Business Plan	Marks
1	Excellent	20
2	Very Good	17
3	Good	14
4	Fair	11

The combined merit list will be prepared based on the criteria mentioned above and top 4 companies per regions (1 per territory) will be empanelled as Channel Partner of RailTel. List of Regions and territory is enclosed in Annexure-A.

6.0 Role of Channel Partner

6.1 Marketing of RailTel services. However partners are not authorized to submit the quotation/proposal to Customer.

6.2 Prospective Partner will arrange the meeting of RailTel's marketing official and RailTel's marketing team will submit the commercial proposal in consultation with partner.

6.3 The Channel Partner shall visit the customer at least once in a quarter.

6.4 Payment collections from Customers. The commission will be reduced by1% of the revenue of every Quarter of default/outstanding beyond the first quarter.

6.5 The partner will have a Marketing strategy and must have a system of recording all cold calls and leads worked on (which should at least be 4 times the no. of account). These details will be reviewed during quarterly/monthly marketing meetings with RailTel.

6.6 RailTel through other EOI is planning to appoint the System Integrators. The execution of order received through marketing efforts of business partner may be done through RailTel's emapanelled SIs.

7.0 Role of RailTel

7.1 Provide the connectivity as may be required through its own network on either SDH or MPLS-IP. The availability will be better than 99.5%.

7.2 Provide Internet bandwidth as may be required through its countrywide network.

7.3 Maintain and manage end to end connectivity.

7.4 The empanelled Channel Partner shall be given relevant details about the RailTel POPs, towers, fiber routes etc. and also the target segment where they need to focus by Regions. General information about RailTel network infrastructure & facilities can be seen at website www.railtelindia.com .

8. Billing and Collection

Normally a customer will be billed quarterly in advance. RailTel shall generate bills and the Channel Partner will do the collection of the same.

9. Mode of Revenue share

A monthly reconciliation of receipts will be done by 10th of every month and RailTel shall make payments of the commission (revenue share) to the Channel Partner through Cheque, within 5 days.

10. Business Model

10.1 RailTel will fix the tariff for the services which come under the purview of this EOI. The Channel Partner will be paid a %age of this tariff as Incentive (revenue share) for selling & implementing a service. The revenue share arrangement is mentioned in Annexure-B. This will not be applicable for existing customers of RailTel.

10.2 RailTel will review its tariff as per the market conditions once in a year or earlier. The revenue share of the Channel Partner shall remain the same as is specified in terms of the percentage of the sales. It will be obligatory for the Channel Partner to work with the same % revenue share even if tariffs are reduced.

10.3 The Channel Partner will market as per the roles defined in this EOI and will get the revenue share as per the agreement that will be done as a result of this EOI.

10.4 RailTel will want to have long lasting and fruitful associations with the Channel Partner appointed. Other business model and services can be considered on case-to-case basis.

10.5 Service tax and other statutory taxes, duties etc. shall be excluded for the purpose of calculation of revenue share of Channel Partner. All such taxes/levies shall be charged to the customer.

11. Deleted

12. Bidding Document

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

13. Period of Validity

Bids shall remain valid for a period of four months from the date of opening of the bids.

14. Bid Currency

Clause deleted

15. Submission of Bids

Each and every page of offer / EOI document should be marked with numerical numbers and signed by authorized representative of the EOIer. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the offer / bid. All papers of the EOI documents shall be signed in ink by the EOIer, on each page including closing page in token of his having studied the EOI papers carefully.

The offer / bid should be submitted in two copies-one original and one copy. EMD should be enclosed with the original offer / bid. The packet containing the original and copy of the offer / bid duly marked "ORIGINAL & COPY" should be sealed by the personal seal of the bidder.

The envelope shall be addressed to RailTel at the following address:

Dy.General Manager (DNM)
RailTel Corporation of India Limited
RailTel Bhavan, Plot No 143,
Sector 44, Institutional Area,
Opposite to Gold Souk, Gurgaon,
Haryana- 122003
Phone: 01242714000, Fax: 01244236084.

The envelope shall bear name of the EOI, the EOI no. and the words "DO NOT OPEN BEFORE" (due date & time).

Offer / Bid should be delivered to the above address so as to reach upto 15:00 hours of due date. The offers / bids shall be opened at 15:30 Hrs on the same day in the above office in the presence of those representatives of the bidders who choose to be present. Offers / Bids received after due date and time shall be summarily rejected and shall not be opened.

In case the date of opening happens to be a holiday, the EOI will be received and opened at the same time on the next working day.

15.1 Firm should mention the choice of Region & Territory.

Sl No	Regions and Territory	Yes/No
1	Northern Region i) Delhi ii) Lucknow iii) Jaipur iv) Chandigarh	
2	Eastern Region i) Kolkata ii) Guwahati iii) Bhubaneswar iv) Patna	
3	Southern Region i) Secunderabad ii) Chennai iii) Bangalore iv) Ernakulam	
4	Western Region i) Mumbai ii) Pune iii) Bhopal iv) Ahmedabad	

One bidder can apply for more than 1 territory subject to their direct sales office in that territory. In this case sales offices pertaining to that territory will be counted for evaluation.

16 Bid Earnest Money and Security Deposit

- Bidder has to submit the bid earnest money of Rs 1,00,000/- (Rs One Lakh) in the form of Demand Draft favouring **RailTel Corporation of India Limited** payable at New Delhi.

- The successful bidder has to submit a Security Deposit of Rs 2,00,000/- (Rs Two lakhs) for the period of the contract i.e. two years in the form of a Bank Guarantee from a reputed Schedule Bank for due fulfillment of the terms and condition of the contract. The bank guarantee format for this purpose is at Annexure-C. The bank guarantee shall be returned on the determination of the contract after due adjustments of any dues payable to RailTel by the Channel Partner.

17. Deadline for Submission of Bids

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

- RailTel may, at its discretion, extend this deadline for submissions of bids by amending the bid document, in which case all rights and obligations of RailTel and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

18. Late Bids

Any bid received by RailTel after the deadline for submission of bids will be rejected and/or returned unopened to the bidder, if so desired.

19. Modification and/or withdrawal of Bids

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

- In case of withdrawal/backing out from the bid commitment, the bid earnest money shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed. Earnest money of all unsuccessful bidders shall be returned after finalization of the bidding process.

20. Bid Opening and Evaluation

RailTel will open the bids in the presence of Bidders/their authorized representative who chooses to attend the same, at the time and address mentioned in the preamble of the EOI.

21. Clarifications of bids

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

22. Signing of Agreement

The successful bidder(s) shall be required to enter into a agreement with RailTel, within 15 days of the letter of acceptance from RailTel or within such extended period as may be specified by RailTel.

23. Targets and Forecasts

RailTel expects Rs. 2 Crores excluding service Tax portion (for first two years) & Rs.2.4 Crore excluding service Tax portion from third year onwards from RAILTEL portion. RailTel will periodically review with the Channel Partner minimum targets for various services taking into account the market conditions and other relevant factors. The Channel Partner shall be bound to achieve these targets. If, in the opinion of RailTel, the Channel Partner is at any time not adequately meeting the targets, then without prejudice to any of its rights, RailTel may, at its own discretion, vary the agreement with the Channel Partner so as to exclude, reduce, modify, suspend the assignments and obligations of the Channel Partner.

In case, the partner fails to obtained at least 50% of the targetted business during a year, the partnership agreement would be reviewed for discontinuation.

24. Period of Agreement

RailTel will enter into an agreement with the Channel Partner for a period of two years. RailTel may extend, if deemed expedient, the period of agreement by ONE YEAR at one time, suo moto or in mutual agreement with the System Integrator on mutually agreed terms with the fixing of Annual target of approx Rs.2.4 Crore per annum (20% increase in target). However underperforming Channel Partner shall be delisted and alternative arrangements shall be done by RailTel for customer.

25. Dispute Resolution

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Managing Director, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

26. Force Majeure

Both the parties agree that neither party shall be liable for each other for delay or non-performance of respective obligations in the event beyond control of each party, which can be termed as force majeure. The decision of RailTel shall be binding in this regard.

27. Termination

The termination can be effected by RailTel, if deemed fit, on occurrence of any of the following events by giving 30 days notice to the Channel Partner:

a. Insolvency of the Channel Partner or if the audited financial results of the business of Channel Partner discloses that the total liabilities of the business exceeds its total assets.

b. If a petition for winding up is presented in any court.

c. Failure of the Channel Partner to obtain or maintain any license or the suspension or revocation of any license necessary to the conduct of the business of the Channel Partner.

d. Any change in the ownership of the Channel Partner which in the opinion of RailTel is adverse to the interest of RailTel.

e. The Channel Partner engages, in the opinion of RailTel, in any illegal or unfair practice with respect to the Channel Partner" services and obligation under the agreement that will be done at the end of this EOI process.

f. If the appointment or continuance of the Channel Partner is likely to result in loss of goodwill or reputation of RailTel.

g. Deleted.

h. Notwithstanding anything above, RailTel Channel Partner reserves the right to terminate the agreement by giving a notice of 3 months without assigning any reasons whatsoever.

i. Deleted.

28. Advertising Responsibilities

RailTel shall do normal publicity for it's services by participating in seminars, exhibitions, print & electronic media. Printed & soft publicity material shall be given by RailTel. However, franchisee is also expected to do sufficient publicity of services he shall be offering from RailTel. Prior approval of RailTel shall be obtained for the material/content of advertisement/publicity/brochure etc. All expenses that will be incurred for this purpose shall be met by the Channel Partner.

29. Use of Contract Document and Information

The bidder shall not, without RailTel's prior written consent, make use of any document or information provided by RailTel in bid document or otherwise except for purpose of performing contract.

30. Deleted

31. COMPLIANCE TO EOI CONDITIONS AND SPECIFICATIONS

31.1 The bidder shall indicate paragraph by paragraph for each section of the EOI document that either his EOI complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the EOI. In later case, the bidder shall enclose a separate statement as per proforma given, indicating only the deviations for any clause or sub clause of Special Conditions of Contract, Instructions to Bidders and Conditions of EOI, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final (see Form 5).

31.2 The equipment offered shall be in accordance with the drawings and specifications. Details of variation from the drawings and specifications, if any, should be clearly indicated separately for each annexure with justification for deviations proposed. The Purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.

31.3 Firms should give details of similar works carried out giving details of the name of the project, date of award, number of locations, value of the contract, the original execution period and the actual execution time taken.

31.4 The bidder should serially number all the pages of the credential bid (part I).

31.5 The bidder should provide information about the compliance of various clauses / sub clauses / paragraphs (when bidder plans to give separate compliance of each paragraph or sub clause) of volume I and II of the EOI document as per following table.

Serial no.	Clause no. with chapter and volume no.	First few words of clause / sub clause / paragraph	Compliance status (compliant/ partially compliant/non -compliant)	Reference of clause /page no. of supporting document (this page no. shall correspond to the serial numbering of the credential bid)	Remarks if any

DEVIATION SHEET FORMAT

Clause No.	Deviation Detail

Annexure A

Details of Region of RailTel (Territory wise)

RailTel is divided in four regions. The details are given below:

Region of RailTel	State covered in Region	Territory
Eastern Region	West Bengal, Assam, Jharkhand, Bihar, Orrisa & Chattisgarh, North Eastern area.	i) Kolkata ii) Guwahati iii) Bhubaneswar iv) Patna
Northern Region	Delhi, UP, Haryana, Punjab, Himachal Pradesh, J&K and Rajasthan.	i) Delhi ii) Lucknow iii) Jaipur iv) Chandigarh
Southern Region	Andhra Pradesh, Tamil Nadu, Karnataka & Kerela	i) Secunderabad ii) Chennai iii) Bangalore iv) Ernakulam
Western Region	Maharashtra, Gujarat, Goa & MP	i) Mumbai ii) Pune iii) Bhopal iv) Ahmedabad

Annexure-B

Incentive Payable

THE DETAILS OF THE INCENTIVES PAYABLE TO THE **CHANNEL PARTNER** IS AS MENTIONED BELOW.

- The RAILTEL Services, which the Channel Partner shall market and sell, are noted hereunder. The Incentives given below will be based on actual collections and deposits only and will be paid on a periodic (quarterly) basis subject to timely submission of claims by the Channel Partner and will be made after receipt of payment from the customer.

- **Internet Leased lines / Leased Line (other than Telcos, MSOs) / MPLS VPN / Broadband VPN / Server Co-location /Data Centre and any other Enterprise Service as decided by RailTel excluding Lease Lines to Telcos, MSOs & Operators, Dark Fibres, Bandwidth to Telcos, MSOs & Operators.**

- **Incentive Structure:** The Incentive will be on negotiated deal of annual revenue. The Incentive / structure given is for marketing and selling of RAILTEL DATA SERVICES.

	Quarterly Target Achievement	One time % Incentive Payable on Annual Revenue (after deducting service Tax, DOT share @8% & Railway Share @7% or as applicable.
1	Up to 70% Target Achievement	6% on total sales.
2	Between 71% to less than 95% of Target Achievement.	7% on total sales.
3	Between 96% to less than 100% of Target Achievement.	8% on total sales.
4	More than 101 % and up to 110 % Target Achievement	10% on total sales.
5	Between 111-150% Target Achievement	11% on total sales.
6	More than 151% and Above target achievement	12% on total sales.

Terms & Conditions:-

- The incentive mentioned will be 100% payable for first year, 75% for second year and third year onwards 50% amount will be payable for renewal cases.

- All upgrades in between will be treated as new order and will be eligible for incentives slabs applicable on that quarter's achievement.

- Only orders, for which payments have been received, will be considered for slab calculation for a particular quarter.

- For any order cancellation, the amount will be payable on prorate basis, after adjustment.

- Collection being responsibility of SI Partner, the commission will be reduced by 1% of the revenue of every quarter of default beyond the first two quarters.

- All incentives are payable after deducting service Tax, DOT share @8% & Railway Share @7% or as applicable.

- All payments should be received without deduction of incentives to SI. The SI incentive will be paid as per process.

- Adjustment for cancellation:- For any order cancellation, pro-rata adjustment will be made quarterly on the commission payable.

- Mode of Reimbursement:- For ease of calculation and payment, initially percentage appropriate to the slab based on the cumulative revenue received during the year will be paid to the business partner. At the end of the year, the difference of actual payment and payable amount based on slab appropriate to the final cumulative amount attained will be calculated and released . The franchisee will thus be paid percentage of commission based on the cumulative business acquired to a hire slab, the differential percentage not paid for the year would be recalculated and paid.

- Calculation of commission for upgrades.:- For upgrades, commission on difference of revenue of surrendered of previous and present business will be considered.

- Documentation for payment of commission:- Franchisee commission is to be paid on certification of customers in a pre-decided format to be provided by RailTel and duly approved by DGM/GM (Mktg) of the region.

- Service Tax:- Service tax will be payable extra in addition to the commission .

- Commission of discontinued business:- After franchisee has acquired a business, subsequently discontinue and renewal of the same business and not new business.

Annexure- C

<u>Bank Guarantee Format</u>

GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, New Delhi-110053 & corporate office at 143, Institutional Area, Sector-44, Gurgaon-122003 (Herein after called "RailTel") having agreed to exempt <indicate the name and address of the contractor>……………………………………………………………………..
(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, address, telephone and fax numbers of the Bank> (hereinafter referred to as " the Bank") at the request of the said Contractor(s) do hereby undertake to pay RailTel an amount not exceeding Rs. ……………. against any loss or damage caused to or suffered or would be caused to or suffered by 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, …………………………………………………………. <indicate the name of the Bank> do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from 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 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 failure of the said Contractor(s) 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, ……………………………………….. <indicate the name of the Bank> undertake to pay to RailTel any money so demanded notwithstanding any dispute or disputes raised by the said 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 said Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

   We, ………………………………………. <indicate the name of the 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 RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ……. (1) ……………………. We shall be discharged from all liability under this Guarantee thereafter.

We,……………………………………………………………………………… <indicate the name of Bank> further agree with RailTel that 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 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 effect of so relieving us.

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

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

Dated the ***day of*** ***2016/17***

for ………………………………………………..

<indicate the name of the Bank>

Witness

1. Signature
   Name

2. Signature
   Name

NOTE: The Guarantee shall be valid for a period of Two years.