

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Procurement of Joint Closure for Optical Fiber Cable Joints".

Ref: Bid Number: GEM/2022/B/2484745 Dated: 30-08-2022

- 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*
- 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**.
- 2. 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.
- 3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted.
- 4. Equipment offered shall have complete data sheets and detailed description on OEM web sites. Bidder shall provide the complete details in their bid.
- 5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM. Unpriced BOM shall be submitted by bidder in their technical bid and priced BOM in their price bid. The bidder shall also attach unit Rate analysis of Schedule of Requirement (Cost of each sub-assembly, card, module, License, supervision of I&C charges etc.) in their Price bid. The quoted unit rates should correspond to the referred unit rate. Priced BOM/SOR submitted with technical bid will lead to be summarily rejection of his/their bid.
- 6. GSTIN ID of vendor should be provided from where goods will be supplied.
- 7. **Delivery Period, Consignee Address and inspection**
 - 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/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

Note: Supplier should also submit internal test report, guarantee and fitment certificate along with the supply of materials.

7.2 Consignee Address:

S.No.	Consignee	Consignee Address	RailTel Region	Items to be Delivered
1	Sr.Mgr/ Lucknow	RailTel Office, Lucknow	Northern Region	All Qty.

Contact No.9004444199 (Nitish Vikram Singh, Sr.Mgr/LKO)

7.3 Inspection:

Post Receipt Inspection at consignee Site before acceptance of stores: RailTel Executive Nominated by CA of RailTel.

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

8.1 **Estimated cost of tender:** Estimated cost of the Tender is Rs. **7,43,400/-** (Incl. GST).

8.2 **Earnest Money Deposit (EMD)/ Bid Security: Rs. 14,868/- with payment online through RTGS/Internet Banking in Beneficiary name** RailTel Corporation of India Ltd. The Bid received without EMD will be summarily rejected.

Bank: Union Bank Of India

Address: F-14&15, Inner Circle, Cannaut Place, New Delhi-110001

Branch Code:30780

IFSC Code: UBIN0530786

MICR code:110026006

Account No.307801010917906

EMD shall be exempted to Micro & small Enterprises registered for the tendered items. The bidders claiming the preference have to submit relevant documents. The Bid received without EMD /Documentary proof of Exemption of EMD, will be summarily rejected.

9. Security Deposit/Performance Bank Guarantee:

i. On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer *should give a Performance Guarantee in the form of DD/Banker's Cheque in favour of RailTel Corporation of India Limited payable at New Delhi* from State Bank of India/any Nationalized Bank or from any Scheduled Bank, amounting to 3% of the contract/PO value. The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen) days and upto 30 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. *The failed contractor shall be debarred from participating in re-tender* for that work.

ii. The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 30 days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The PBG will be returned only after fulfillment of contractual obligations.

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.

iv. Performance Guarantee shall be released after satisfactory completion of the work, maintenance period and after 4 months of expiry of the warranty period and issue of the certificate of final acceptance of the entire system whichever is later.

v. Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance

Guarantee shall be en-cashed and the balance work should be got done separately.

Note: Performance guarantee for less than Rs. 5 Lacs has to be submitted in the form of DD/Banker's cheque only.

10. Eligibility Criteria for OEM:

- A. The OEM should have supplied single order of tendered items/similar items for a minimum value of 35% of advertised tender value to Central government agencies, State Government, PSU or any reputed TELCO in the last three financial year (i.e. current year and three previous financial year). The contractor should submit the supply confirmation certificate from the user.
- B. The sum of total turnover (contract amount) during the last preceding three financial years (i.e. current year and three previous financial year) up to the date of opening of tender should be a minimum of 150% of advertised tender value of work. The audited Balance Sheets are to be submitted.
- C. The bidder should provide the OFCs as per specifications.
- D. The bidder should not have been blacklisted by any agency /purchaser during the past 5 years and the bidder should have positive net worth and should give an undertaking for the same.

Similar Work/Items- Supply of Joint Closure for Optical Fiber Joints.

11. Eligibility Criteria for Bidder:

11.1 Technical Eligibility for Bidder:

- A. The tenderer must have supplied orders of tendered items/similar items during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

“Three similar works each costing not less than the amount equal to 30% of advertised value of the tender”, or

“Two similar works each costing not less than the amount equal to 40% of advertised value of the tender”, or

“One similar work each costing not less than the amount equal to 60% of advertised value of the tender”.

Similar Work/Items- Supply of Joint Closure for Optical Fiber Joints.

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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 5years 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.

- B. 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.
- C. In reference to clause-10 & 11.1 both: In case of tenders for composite Contracts (**Supply of tendered/similar items** with supply of other materials or work/execution), evaluation for technical eligibility will be done considering the amount of **Supply of tendered/similar item component** only and rest other components will not be considered. User certificate for successful completion of entire work under contract or **Supply of tendered/similar item component** is required to be submitted by bidder. In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

11.2 Financial Criteria for Bidder:

The bidder should have minimum cumulative turnover of 150% of tendered value or above during the last 3 financial years (i.e. current year and/or three previous financial years). The bidder should provide Audited Balance Sheets / annual reports as documentary evidence and for current year, the Statutory Auditor's certificate for turnover of current year up to the date of bid opening for which Balance Sheet/P&L may not be available. In case of photocopy of Balance Sheet/P&L the same should be certified by Chartered Accountant as true copy.

- 11.3 Bidder should have authorization specific to this tender from respective OEM as per **Annexure-III**.
- 11.4 The bidder should have registered office in India for a minimum period of 3 years as on schedule date of bid opening. Certificate of incorporation will have to be submitted.
- 11.5 The bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom Service Provider/ISP/NLD, Services License of Government of India for Telecom Operation.
- 11.6 Bidder should not have been banned/blacklisted by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorised signatory to be submitted by the Bidder.

13 Splitting of Quantity: Not Applicable.

14 Evaluation Criteria:

- i. The bidder shall quote the prices as per the price format given in the tender.
- ii. Bidder should quote for all the items. The Offers will be evaluated on total cost including Long Term Maintenance Cost as quoted if Applicable (refer the Clause No.17)
- iii. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost

quoted by the tenderer.

- iv. Offers from the tenderers not meeting the eligibility criteria will not be considered.
- v. Any optional item/modules, accessories etc. required for meeting the tender criteria may be quoted separately, if required. The bidder should indicate brand name, type / model number of the material offered.

15. Variation of Quantities at the Time of Award

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent (25%) at the time of placement of contract. The purchasers also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

16. Warranty:

The materials are to be warranted for **1-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.

For defective material (Patch-Chord, Attenuator, Pigtail & Joint –Clouser) replacement, the contractor will have to follow the advance replacement procedure.

17. Long Term Maintenance Support: (Not applicable for this Bid)

18 Warranty Period (Clause No. 16)

18.1 Repair: (Not applicable for the Bid)

18.1.1 Contractor's Responsibility:-

- The Contractor will take-over the defective equipment/component from station/site and hand-over the repaired equipment/component at the same location. The following activities will be performed by the contractor. **(Not Applicable for this Bid)**
- After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective equipment/component will be taken over by the contractor from each of the station. All the documentation including identification number (Serial number) will be provided by RailTel. **(Not Applicable for this Bid)**
- There will be initial one time activity of all existing faulty equipment/component being

repaired by Contractor before commencement of the AMC. AMC will cover only equipment which are in working condition. **(Not applicable for the Bid)**

- **Delivery Period:** The received defective part will be got repaired/replaced by the contractor within 30 days from the date of receiving and will be handed over to RailTel authorized representative at station/site. The contractor will also give probable reason for repeated failure of equipment/component/ modules.
- For defective material (Joint – **Closure**) replacement the contractor will have to follow the advance replacement procedure.

19. Payment Conditions:-

- (i) 100% payment against full supply.
- (ii) 80% payment against part supply. 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.
- (iii) The following documents are to be submitted for payment:
 - a. Original Tax Invoice
 - b. Delivery Challan
 - c. Original Consignee receipt for receipt of goods in good condition.
 - d. Original Inspection Certificate
 - e. Warranty Certificate from OFC manufacturer (OEM)
 - f. Proof of BG/SD submission
 - g. Certificate for Fall Back Clause should be submitted.
 - h. Proof of Insurance certificate, if material supplied through transporter
 - i. Bill Passing Authority: General Manager/Lucknow
Bill Paying Authority: Joint General Manager/Finance

- 20.** 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. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL) as per **Annexure-VI.**

21. Online 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 as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) Proof of submission of EMD.
- (ii) **No deviation statement**
- (iii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) 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 ATC documents.
- (vii) Undertaking of Long Term Maintenance Support from OEM as per para **Annexure-II.(Not Applicable for this bid)**
- (viii) Proof of document required against Eligibility criteria of OEM and Biddervide para 10 & 11 respectively.
- (ix) MAF/OEM Authorization as per **Annexure-III**.
- (x) Notarized affidavit on a non-judicial stamp paper as per **Annexure-IV**.
- (xi) Duly notarized Power of Attorney in name of authorized signatory as per Clause No. 25.
- (xii) **Self-Declaration whether bidder is OEM of tendered items or “OEM authorized bidder”. MAF is mandatory if bidder is not OEM.**

22. Offline submission: Not Applicable

23. Make in India

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for (Patch-Chord, Attenuator, Pigtail, FMS & Joint –Clouser) shall be 60% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification for FY 2020-21. Bidder shall be required to give a self- certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. Further the bidder shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

24. Insurance. (Not applicable for the Bid) - Not Applicable

25 Constitution of Firm and Power of Attorney

- 25.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
 - (b) As partner or partners of the firm.
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 25.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 25.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 25.4 In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.
- 25.5 The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per Clause 22 above.

- Note:** 1) The bidder is required to give acceptance of all the clauses of **GeM bid, ATC** and RailTel's Bid Specific **ATC** document. 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 and GeM only.
 - 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM.
 - 4) *"After opening of the technical bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered."*

In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

Technical Specification

Joint Closure -24F: Quantity: 600 Nos. with 1 year warranty.

Specification: TEC/GR/TX/OJC-002/03/ APR-2010 or latest amendments.

Note: - 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.

Annexure-II

**PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT
(To be signed by the O.E.M.)**

ED/NR

Dated:

RailTel Corporation of India Ltd.

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.....
.....

Applicable for OEM directly participating in the Bid.

I / We hereby confirm that we have read specifications & conditions of GeM Bid No. and accept that the requirement of Long Term Maintenance Support as per Clause 17 shall be met by us **directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

Or

Applicable for Authorized Distributor/Partner of OEM

I / We hereby confirm that we have read specifications & conditions of GeM Bid No. and accept that the requirement of Long Term Maintenance Support as per Clause 17 shall be met by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided by us **directly or through our subsidiary in India for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Bid Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of Bid document.**

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

.....
.....

Note: Please Strike out whichever is not applicable.

Annexure-III

Executive Director,
RailTel Corporation of India Ltd.

Dated:

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

Subject: Manufacturer Authorization 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 authorize 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 foryears for our range of products offered
by M/s.....against the above-said bid.

Thanking you,
Best regards,

Authorized Signatory

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH 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:

- (i) I/We the tenderer (s) am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from RailTel's website www.railtelindia.com or GeM Portal gem.gov.in. 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.
- (iv) 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.
- (v) **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.**
- (vi) **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.**
- (vii) 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.
- (viii) 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, along with 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.

**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.

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(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 Plate A, 6th Floor, Office Block Tower -2, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA 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, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Bidder(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) / Bidder(s) shall have no claim against us for making such payment.
4. 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..... We shall be discharged from all liability under this Guarantee thereafter.

5. 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 effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7. We,.....(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.
8. Notwithstanding anything contained herein,
 1. Our liability under the Bank guarantee shall not exceed Rs... (In Rupees)
 2. This Bank Guarantee shall be valid up to..... and
 3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before (date of expiry of guarantee).

Dated the _____ day of _____ 2022

for
(Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

Annexure – VI
Deleted
