

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Providing Vehicle Hiring Services – Monthly and Vehicle/Day Basis for RailTel Western Region, Mumbai"

Ref: GeM Bid No. GEM/2024/B/4798409

Dated: 03.04.2024

- 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*

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TReDS feature available	Yes, on m1xchange portal (url: https://www.m1xchange.com)
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1 Estimated cost of tender & Earnest Money Deposit (EMD):

1.1 **Estimated cost of tender:** Estimated cost of the Tender is **Rs.64,13,000/-** (Incl. GST).

1.2 **Earnest Money Deposit (EMD): Rs. 1,28,260/-** with Payment online through RTGS/ internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 11037321307, IFSC Code SBIN0001821, Bank Name: State Bank of India, Branch address: Churchgate Branch, Maharshi Karve Marg, Mumbai-400020.

1.2.1 Earnest Money shall be exempted to Micro and Small enterprise (MSEs) registered for the tendered items.

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

(i) 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.

1.2.3 Sellers/ Service provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial years are exempted from submission of EMD as per GeM GTC with the bid.

1.2.4 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category. **Under MSE category, only manufacturers for**

goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

- 1.2.5 No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
- 1.2.6 **The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.**
- 1.2.7 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
- 1.3 RailTel is registered with m1xchange TReDS platform having buyer registration number "BUYER00001496". The URL for m1xchange platform is <https://m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 1.4 MSE vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.
- 1.5 MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services from the Buyer's breach of any of the terms and conditions of the Usage terms or of this agreement and any applicable Law on a full indemnity basis.
- 1.6 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

2 Performance Bank Guarantee:

- 2.1 The successful tenderer shall submit irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i. Performance Bank Guarantee @ **5%** of total value of Purchase Order. Performance Security is to be furnished by a specified date [generally 30 (thirty) days after notification of the award] and it should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the supplier (in the event of forfeiture of the bank guarantee). PBG format specified in **Annexure-III**.
- ii. Successful tenderer is required to furnish PBG within 30 days of issue of LOA/PO 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.
- iii. The PBG shall be submitted to RCIL/WR, Mumbai.
- iv. 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 Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

Note:

1. Any Performance security up to a value of Rs.5 Lakhs is to be submitted through online transfer only
2. No interest shall be paid on the amount of Performance Bank Guarantee held by RailTel, at any stage.

3 Eligibility Criteria:

3.1 Technical Eligibility for Bidder:

- a. The bidders having a minimum fleet 20 Commercial vehicles of 2023 make or later models registered with RTOs situated in Mumbai district area and authorized to ply as hired vehicle as per section 66 MVA-1988 are eligible to participate in the bid. The vehicle should be registered for use as hired vehicle in the name of firm or in the name of proprietor or in the name of partner(s) of the firm. (Self-attested copy of partnership Deed or Article of Association or ownership certificate to be enclosed).

The firms will have to submit a list of vehicles / cars segment wise indicating the make, registration no. and model along with photocopies of registration certificate.

- b. The Bidder must have successfully completed any of the following during last 07 (years) 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- Supply of vehicle hiring services on monthly basis or vehicle-day basis in Mumbai area.

- c. Bidder must submit a certificate alongwith documentary evidence to prove that he/agency/firm is in the similar work business for more than last 7 years.
- d. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization or PSUs, 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 (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments

received and copy of final/last bill paid by company in support of above work experience certificate.

- e. Bidder submitting the bid should submit an affidavit that he or his firm has not been black-listed by any of the government department / PSUs etc. upto the date of submission of the offer to RailTel as per **Annexure – II**.
- f. In case the firm(s) is / are registered as partnership firm, a copy of the "Partnership Deed" will have to be attached along with tender documents. Any person who is in Govt. service or is an employee of RCIL shall not be a partner to the agency. (Partnership registered after opening of the tender will not be accepted. In case of partnership, eligibility criteria should be fulfilled by the partnership firm and not by any of the individual partnership firm).
- g. Bidder Agency/Firm should have their registered office in Mumbai area (i.e. Municipal corporation of greater Mumbai area), copy of registered office address proof should be submitted.

3.2 **Financial Criteria for Bidder:**

The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150 % of Tender value. The tenderers shall submit Certificates to this effect which may be an attested Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

4. **General Conditions:**

- a. The Rates must be unconditional. Incomplete or conditional quotes shall be rejected summarily. Agency submitting the bid must sign each paper of the Tender documents.
- b. RailTel reserves the right to reject all or any of the offer, accept more than one offer.
- c. The agreement shall be valid for a period of Two years from the date of issue of the letter (LOA) engaging the firm by the RailTel which can also be extended on the same terms and conditions for a further period of 2 more years, extendable one year at a time on the basis of satisfactory services.
- d. Contract can be short closed/terminated at the discretion of the RailTel on account of unsatisfactory services rendered by the firm.
- e. RailTel during the period of contract, reserves the right to obtain services upto +25% or -25% number of vehicles or Vehicle/days or contract period of original agreement or extended agreement as per Para 4(c) above.
- f. The firm(s) shall irrevocably consent to the sole jurisdiction of the courts Mumbai in connection with any action(s) or proceeding arising out of or in relation to this contract.

- g. The agency submitting the offer should have a valid Permanent Account number issued by the Income Tax Department of the Government of India and a copy of the same is to be attached with the tender documents.
- h. Agency submitting the quotation should have valid Maharashtra GST registration Number and should attach a copy of the same with the tender.
- i. Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender and Original copy is needed to be submitted by the successful bidder as per the Para 8.

5 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-II**. **Non submission of a notarized 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).

6 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) EMD
- (ii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents. Credentials of the agency like profile, office address, date of incorporation, coverage of business, experience in car rental business etc.
- (iii) Copy of Permanent Account Number issued by Income tax department.
- (iv) Copy of Maharashtra GST registration number.

- (v) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents as per Para 3.
- (vi) Duly signed copy of acceptance of these specific additional terms & conditions as provided in end of this document.
- (vii) Duly signed copy of acceptance of terms & conditions as contract (Operation & maintenance of vehicles) for supply of vehicle on monthly basis and daily rate basis to RailTel WR. **Annexure - I**
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-II**.
- (ix) Duly notarized Power of Attorney in name of authorized signatory as per Para 4(i), if applicable.
- (x) NIL deviation declarations as per **Annexure- IV**.

7 Offline submission:

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Western Railway Microwave Complex, Senapati Bapat Marg Mahalaxmi (West) Mumbai - 400013 at any point of time whenever asked for verification. Incase original are not produced before provided due date, bid may be rejected.

8 Payment will be strictly on the monthly basis as per actual uses of services and applicable night halt & toll charges only.

9 In case, if any contradiction between GeM general terms & conditions and RailTel’s Bid Specific Additional Terms & Conditions, RailTel’s Bid Specific Additional Terms & Conditions will prevail.

The Terms and Conditions mentioned in as above are acceptable to me / us and shall be binding on me / us.

Signature of proprietor / authorized signatory

Name of the Proprietor

Rubber stamp of the firm

Address with the phone number

Annexure-I**TERMS & CONDITIONS OF THE CONTRACT (Operation & Maintenance of Vehicles) FOR SUPPLY OF VEHICLE ON MONTHLY BASIS & DAILY RATES BASIS TO RAILTEL, WR.**

1. The Vehicle should display prominently "On Govt. of India (RailTel) Duty".
2. The driver must be well-mannered, well acquainted with Mumbai area and should attend the duty on time in proper and clean uniform with name badge and with valid driving license. RailTel Corporation of India Ltd. (hereinafter referred to as RailTel) has the right to ask the agency for removal of the driver of a vehicle who is not found competent, orderly or disciplined. Any unsatisfactory performance or rude manner or such similar case from the Driver will attract fine as per GEM Portal per case on written complaint of the Vehicle using officer.
3. The Vehicle provided by the agency will be regularly inspected by the officers nominated for this purpose and in case of non-compliance of any of these terms & conditions, or any unsatisfactory service of the Vehicle, penalty as per GEM Clause per case shall be imposed on the agency against each violation separately on coming to notice under each inspection or on being brought to the notice by the concerned official availing the service. In case the vehicle is required to be changed on the request of the concerned officer or on account of any unavoidable replacement, a new vehicle number shall have to be advised to RailTel's nominated officer for this purpose and duly inspected by him before deployed by the agency.
4. Each vehicle which are being hired on monthly basis will be required for approximately **2000 kms** per month with aggregated duty of **312 hrs per month**. For running on daily basis, vehicle is required for **more than 80 Kms per day** with aggregated duty of **12 hrs or beyond per day**. **The Vehicle may be required for all the 7 days & week, including holidays.**
5. For the purpose monthly basis hiring services, charges for extra kms & hours will be as per terms & conditions of GeM.
6. For the purpose of vehicle hiring service – per vehicle-day basis. Extra kms & hours charges and Night halt charges will be as under:

S. no.	Vehicle type	Local		Outstation		
		Extra Kms (above 80 Kms)	Extra Hrs. (above 8 hrs.)	Extra Kms (above 300 kms)	Driver Allowance per day	Night halt charges (per night)
1	Sedan	17/-	140/-	17/-	500/-	200/-
2	Premium SIV/MUV	25/-	250/-	25/-	500/-	200/-

7. In exigencies, the vehicle may be required to go beyond its HQ or definition of local travel area. For the purpose of local area in addition to the definition of local area covered in GeM' standard terms & conditions, area upto Virar on Western Railway line, Bhiwandi-Kalyan-Navi Mumbai-Panvel & JNPT on Central Railway Line.
8. RailTel is not liable to provide parking place for the Vehicles. The Vehicles shall be deployed exclusively for RailTel's official use only and it should not be used elsewhere and for any other reason.
9. Vehicle should not use reversal audio indication in the residential premises and Driver should take precaution not to cause any inconvenience to the residents of the locality.
10. No mileage will be allowed for the drivers to take lunch / breakfast / dinner / filling fuel. However, in case of outstation journey, only outstation night charges will be paid, wherever applicable.
11. If CNG driven vehicles are provided then they will be accepted provided these vehicles are registered with the appropriate Moto Transport Authority.
12. Reporting and relieving time as directed by the concerned officer should be strictly adhered to by the concerned driver.
13. The agencies while claiming payment should furnish the bills indicating – the name of the Agency, the Registration number of the vehicle provided, the name of the official to whom the vehicle is provided along with a copy of the log book duly verified by the official and RTGS details / cancelled cheque. Monthly Bills for hiring of Vehicles for any month shall be preferred in the first week of the following month to Sr. DGM/Admin RailTel Western Region. Along with the bill for the first month, the agency should submit copy of EPF registration, if applicable.
14. The drivers of the vehicles will maintain log book on daily basis, each page of the Log Book should be indicated with the Registration Number of the Commercial vehicle. The log book should be got signed by the officer using the vehicle. The log book should be submitted to Sr. DGM/Admin. Or his representative or other authority specifically identified, on demand.
15. The agency while claiming parking charges / toll charges etc. in addition to the monthly expenses, the receipts produced should bear the date of issue / vehicle Number and the Amount paid. **Parking charges / toll charges etc should be entered in the log book also against the concerned date.**
16. The agency will ensure booking, supply and punctuality of the vehicle round the clock even at short notice. Penalty as per GEM Clause will be availed.
17. In case driver(s) engaged by the agency for driving the vehicles for RailTel do not report to work, the agency must ensure engagement of alternative

driver(s)/Vehicle (Agency owned vehicle only) immediately to ensure continuity of service without any break.

18. Subject to the provisions contained, in case of monthly packages, the agency will ensure that the vehicles and drivers are not changes frequently. One vehicle once engaged for one officer should not be changed other than in exceptional circumstances.
19. Numbers of vehicles hired on monthly basis may be increased/decreased by the RailTel within the permissible limits of contract on joining/transfer of eligible officers as per policy of RailTel.
20. In case of unsatisfactory service, kilometrages or in any other respect whatsoever, the decision of the RailTel will be final.
21. In case the agency desired to terminate the agreement, it should give two months' notice in advance to RailTel.
22. The agency shall indemnify RailTel through indemnity Bond against all damages / charges / expenses etc. for which RailTel may be held liable to pay on account of the negligence of the agency or its staff / driver or any other person under his control whether in respect of accident or injury to any person or damages to the property of any member of the public or any other public property in execution of the work or otherwise and against all claims or demands thereof. RailTel shall not be responsible financially or otherwise for any injury to the driver or any other person deployed by the agency during the course of performance of work. The Contractor shall be responsible for and shall pay any compensation to the Driver payable under Workmen's Compensation Act 1932 and 1933 in case of any accident during the course of RailTel duty.
23. The vehicle and the driver shall remain available all the time as per duty roster and shall not leave place of work without prior permission of the officer concerned. RailTel will not provide rest room or sitting room for drivers and will not allow to park inside the office complex.
24. In case any officer desires, the agency shall provide roof carriers on vehicles.
25. The rates accepted by RailTel Corporation shall remain unchanged till the currency of the contract. In case, Government decided to increase/decrease the price of Petrol/Diesel/CNG, RailTel Corporation reserves the right to increase/decrease rates depending upon the type of fuel being used as per the prescribed formula indicated below: -

For increase/decrease in the Petrol/Diesel/CNG prices upto 10% no change in prescribed rate will be allowed. In case the increase/decrease is beyond 10%, the rates shall be increased/decreased by 1/4th such percentage increase/decrease in the fuel price beyond 10%. For this purpose, the "Base Rate" will be rate prevailing on the date of issue of LOA.

For example, if fuel price is increased by 12% in relation to the price on the date of acceptance of the contract and the prescribed rate is Rs. 20,000/- then the prescribed rate may be increased by Rs. 20,000/- x 2% (i.e. 12%-10%) x 1/4=Rs. (20000 x 0.02 x 0.25) i.e. Rs. 100/-.

For this purpose, firms are required to furnish list of petrol/diesel/CNG driven vehicle supplied by them on monthly basis. This statement must indicate petrol/diesel/CNG vehicles separately and must be furnished to RailTel Corporation along with their monthly bills. In the absence of this declaration, no increase will be permissible.

- 26.** The price will be firm for a period of one year. If there is variation in the price of fuel +/-10% the price will be reviewed proportionally after completion of each year of service. The contractor will have to submit a certificate from the oil company / dealer on their letterhead certifying the current / prevailing diesel prices or newspaper cuttings from Economic Times / Financial Express in support of variation of fuel prices.
- 27.** The contract is liable to be terminated after giving 7 days' notice, in case the services of the contractor are found unsatisfactory and /or any of the terms and conditions of the contract are violated.
- 28.** All applicable laws, ordinances, statutes, rules, regulation, order or decrees in effect, issued by Government of India, State Government, local Municipal and other legal governing bodies, at the time of the contract shall apply to agency and its employees and representatives.
- 29.** All the case related of Arbitration / determination of settlement, if any, shall be subject to Mumbai jurisdiction. In case of dispute, the decision as given by CMD, RailTel, New Delhi shall be final and binding on the Contractor.

The Terms and Conditions mentioned in Paras 1 to 29 above are acceptable to me /us and shall be binding on me / us in all circumstances.

Signature of proprietor / authorized signatory

Name

Name of the firm

Rubber stamp of the firm

Annexure-II

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 RailTel/WR, 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 alongwith 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 declare that me/us (bidder agency/firm) are not blacklisted by any of the government department /PSUs till the date of submission of tender documents.**
- (viii) 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 years 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.

- (ix)** 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 years 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.

Annexure -III

**Guarantee Bond for Performance Guarantee
(On Stamp Paper of requisite value)**

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, Registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional office at RailTel Corporation of India Ltd, Mahalaxmi Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi- Mumbai- 400 013 (hereinafter called "the RailTel") having agreed to exempt **(Name and address of the Company/ Contractor both Registered and Regional office address)** (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an L.O.A No..... Dated..... [L.O.A Date] made between and RailTel Corporation of India Limited, for [Name of Work/Supply of Materials] (hereinafter called "the said Agreement") of **Performance Guarantee** 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 and address) hereinafter referred to as " the Bank") at the request of. M/s..... 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 (indicate the name of the Bank and address) do hereby undertake to pay the amount 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 (indicate the name of the Bank and address) 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 thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. We, Bank (indicate the name of the Bank and address) 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 the Bank and address) 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.
- 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 toand
 - 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 2024 for

.....

(Indicate the name of the Bank)

Witness:

1. Signature Name

2. Signature Name

Annexure-IV

PROFORMA FOR Nil Deviation Component Compliance Undertaking
Letter
(TO BE SIGNED BY BIDDER)

To,
Principal Executive Director/WR
RailTel Corporation of India Ltd.
Mahalaxmi, Mumbai-400013

Dear Sir,

Sub: NIL Deviation Compliance for **GeM Bid No. GEM/2024/B/4798409 Dt. 03.04.2024**

Over and above all our earlier conformations and submissions as per your requirements of the bid, we confirm that,

We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. In case of any deviation, RailTel reserves the right to reject the bid without giving any justification. Format of Annexure (Deviation Statement)

S. No.	Clause No. & Chapter No.	Existing Clause Tender	Proposed Clause	Remarks, if any

We hereby certify that the items/materials mentioned in our offer are complete.

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)