

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)

**No.275 E, EVR Periyar Salai,
4th Floor, CAO/CN Building, Southern Railway, Egmore, Chennai - 600 008.**

TENDER DOCUMENT

FOR

Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes
of RailTel Corporation of India Ltd., Tamil Nadu & Kerala, Southern Region

TENDER NOTICE NO. RailTel/Tender/OT/SR/MAS/2016-17/SN:23 Dt. 18.06.2016

COST OF TENDER DOCUMENT: - Rs. 5000/-

Sold To: M/s.

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TENDER NOTICE

Name of Work: Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes of RailTel Corporation of India Ltd., Tamilnadu & Kerala, Southern Region

Tender Notice No. RailTel/Tender/OT/SR/MAS/2016-17/SN:23 Dt. 18.06.2016

RailTel Corporation of India Ltd. (RailTel) invites sealed tenders for the above work in Southern Region over Tamilnadu and Kerala states as per Annexure 'A' of Tender document.

a)	Sale of Tender Documents.	from 27.06.2016
b)	Closing of sale of Tender Documents	26.07.2016 up to 17.00 hours
c)	Submission of tender documents.	27.07.2016 up to 11.00 hrs.
d)	Opening of tender documents.	27.07.2016 at 14.30 hrs.
e)	Rs. 85,574/- towards Earnest Money (EMD) will be payable by Bank Draft / D.R in favour of RailTel Corporation of India Limited. Secunderabad	
f)	Cost of Tender Documents is Rs.5000/- inclusive of APGST/VAT (Rs.5100/-, if required by post) payable by Bank Draft in favour of RailTel Corporation of India Limited. Secunderabad from any scheduled bank(Non-Refundable)	

Eligibility Criteria:

Tenderer must have completed successfully and satisfactorily at least one similar work costing not less than 35 % of the value of the tendered work during the preceding Three years (i.e. current financial year and previous financial years) executed for Govt. /PSUs/ Telecom Service providers.

For detailed qualifying criteria, please refer Para 3 of preamble of tender document.

Cost of Tender Document shall be paid in the form of Demand Draft drawn in favour of **RailTel Corporation of India Limited, Secunderabad** from any scheduled bank. Tender document can be purchased from the Office of The Group General Manager, RailTel Corporation of India, Chennai, on any working day or can be downloaded from the web site www.railtelindia.com. Documents down loaded from web site shall accompany the payment for the cost of the document in the form of D.D as mentioned at clause "f" above during the submission of Tender document. Documents received without the cost of tender will summarily be rejected **The tender document should be sealed in a cover duly superscripted tender No., and name of the work** and shall be dropped in the Box kept in the office of Group General Manager, No.275 E, EVR Periyar Salai, 4th Floor, CAO/CN Building, Southern Railway, Egmore, Chennai - 600 008, as mentioned at clause "d" above. RailTel is not

RailTel/Tender/OT/MAS/2016-17/SN:23 dt:18.06.16

responsible for delay or loss in transit. The tenderer may be present at the time of opening of tenders, if they desire. The tender offers are deemed to be valid for acceptance for a period of 60 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders with insufficient EMD will be summarily rejected.

Tender Notice and Tender Document are also available at our website
www.railtelindia.com

sd/-

Group General Manager
RailTel Corporation of India Limited, Chennai



Preamble

Name of work: Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes of RailTel Corporation of India Ltd., Tamilnadu & Kerala, Southern Region.

- 1 Details of sections where maintenance is required are given in Annexure-A.
2. **Last Date of receipt of tenders:** Sealed tenders for the above Tender Notice No. RailTel/Tender/OT/SR/MAS/2016-17/SN: 23 Dt. 18.06.2016 will be received in the office of Group General Manager, Chennai up to 11:00 Hrs IST **on 27.07.2016 and will be opened at 14.30 Hrs.** on same day. If the above said day happens to be a holiday, the same shall be done on the next working day.
- 2.1 **Percentage Offer:** The tenderer are required to quote **percentage rate** At Par/Above/Below over the total value in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final
3. **ELIGIBILITY CRITERIA:**
 - (a) Tenderer must have completed successfully and satisfactorily at least one work of maintenance of MW/UHF/Cellular towers, during the preceding Three years (i.e. current financial year and Three previous financial years) and cost of work being not less than 35 % of the value of tendered work.
 - (b) The total contract amount received by the tenderer during the last Three years as per current ITCC/Audited balance sheet/turnover certificate should be a minimum of 150% of applied Tender Value of work. Offers not accompanied by ITCC/Audited balance sheet will not be considered.
 - (c) Tenderer should produce solvency certificate indicating the amount for 40% cost of the tender from a nationalized/Scheduled Bank. Offers not accompanied by solvency certificate will not be considered

Certificates to this effect shall be enclosed along with the tender document by the tenderer for establishing eligibility. MOU's will not be considered for eligibility.

3.1 The tenderer should have Registration No. for WCT in respective state where work is to be executed.

3.2 Plant & machinery: The tenderer should furnish the details of the machinery and plant to be deployed.

4. **Currency of the Contract:**

The currency of the contract shall be Two year from the date of issue of LOA. However, Rail Tel may terminate the contract by giving one month's notice if the performance of the contractor is not satisfactory.
5. Awarding contract/Not awarding contract is the sole discretion of the RailTel Corporation of India Ltd.

6. Cost of the tender document is Rs. 5000/- (Rupees Five thousand only) (inclusive of APGST/VAT) by person and Rs. 5100/- (Rupees Five thousand one hundred only) by post. The payment for the cost of the tender document shall be made as Demand Draft in favour of RailTel Corporation of India Ltd., payable at Secunderabad Cost of the tender document is not refundable under any circumstances. Money orders are not acceptable.
7. The tenderer shall produce along with tender paper the documentary support for their experience. The tenderer also state the number of fully equipped teams, which shall be placed fully under the disposal of RailTel. Documentary support for the possession of vital equipment and experienced staff etc. shall be submitted along with the tender papers. The offer document should be serially numbered. The offer of Tenderers, who do not comply with these conditions, will be rejected.
8. All tenders must be accompanied with Schedule of work attached as SOR duly filled in and signed complete with technical details. No unsealed tenders will be accepted.
9. The RailTel Corporation is not bound to accept the lowest or any tender nor assign any reason for doing so and RailTel Corporation reserves the right to accept any tender in respect of whole or any portion of the items specified. RailTel also reserves the right to add or delete any maintenance tower. However, payment will be made on pro – rata basis on actual quantity.
10. A sum amounting to Rs.85,574/-(Rupees Eighty five thousand five hundred and seventy four only) should be deposited as earnest money in favour of RailTel Corporation of India Ltd., payable at Secunderabad, in the form of Demand Draft/Deposit Receipt on any Scheduled Bank. No interest is allowed on this Deposit. If the successful tenderer fails to submit the Security Deposit required as per conditions of the tender after issue of LOA, he shall be liable for forfeiture of the Earnest Money. No bank guarantee for EMD is accepted. The instrument should be valid up to 60 days after tender opening date.
11. The quoted Percentage rate in the schedule should include all the materials to be provided for the work to be done by the contractor as described in the tender document and the schedule attached. Tenderer's special attention is invited to the fact that no material shall be arranged /supplied by RailTel. All materials including the materials covered under the Schedule of Requirement and those required to achieve the end objective and any special protection materials needed are to be supplied by the contractor.
12. The Percentage/Unit price should be quoted by the Contractor as an all inclusive price, after taking all the relevant factors into consideration and these should be firm and all inclusive without any variation clauses. These shall include all taxes & duties such as sales tax, works contract tax, service tax & Octroi, entry tax etc. as payable under the law of land as also any charges arising under VAT system and RailTel shall not accept any liability for the same after award and acceptance of contract. The break up of taxes may be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.

13. Maintenance team under Contractor's Manager/Engineer at Chennai for Southern Railway towers shall be deployed and contact details (address and mobile number) of Manager/Engineer in-charge of each team shall be intimated to RailTel's Chennai office within 14 days from the date of issue of Letter of Acceptance.
14. The tenderer shall keep the offer open for a minimum period of sixty days from the date of opening of the tender within which period the tenderer cannot withdraw his offer. Any contravention of this condition will make tenderer liable for forfeiture of his earnest money deposit.
15. Before quoting, the Tenderer are advised to ascertain the nature of work involved. If required site inspection can be undertaken.
16. Tender should be submitted for the entire work.
17. The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and the tenderer is aware of the full scope of the work to be done and the conditions affecting the execution.
18. The tenderer shall not increase the quoted rates in case RailTel Corporation negotiates for reduction in rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer.
The enclosed Tenderer data sheet should invariably be filled and submitted along with the offer. Otherwise, the offer will be deemed to be summarily rejected
19. If the tenderer deliberately gives wrong information in his tender or creates such circumstances for the acceptance of his tender the RailTel Corporation reserves the right to reject such tender at any stage.
20. The successful tenderer shall sign an agreement for the execution the work as tendered by him and accepted by RailTel Corporation within seven days of issue of LOA.
21. **AUTHORITY OF ACCEPTANCE / EVALUATION OF OFFER:** The authority for the acceptance of the tender rests with the Purchaser (RailTel Corporation of India Ltd). The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.

However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

TENDERER DATA SHEET

For

Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes of RailTel Corporation of India Ltd., Tamilnadu & Kerala, Southern Region

(Tender No. RailTel/Tender/OT/SR/MAS/2016-17/SN:23 Dt. 18.06.2016)

1	Name of the Organization	:
2	Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf)	r
3	Main line of Business	
4	Years of Experience	
5	Location (indicate address, tel.no., fax and the year from which they are operating in that location)	
6	Contact person	
7	Address	
8	Tel. No.	
9	Fax No.	
10	E-mail ID	
11	Tender bids: Whether Downloaded: Yes/ No (No changes/ additions/ deletions/ alterations to the tender document are permitted under any circumstances)	

Cost of Tender document in the form of DD (Rs _____, payable to RailTel Corporation of India Ltd, Secunderabad): DD No: _____ Date: _____

Eligibility Criteria:

S. no	Conditions	Enclosed (Yes/No)	Page No												
1 (a)	Tenderer must have completed successfully and satisfactorily at least one work of maintenance of MW/UHF/Cellular towers, during the preceding Three years (i.e. current financial year and Three previous financial years) and cost of work being not less than 35 % of the value of tendered work.														
1 (b)	<div>The total contract amount received by the tenderer during the last three years as per current ITCC/Audited balance sheet/turnover certificate should be a minimum of 150% of applied Tender Value of work. Offers not accompanied by ITCC/Audited balance sheet will not be considered.</div> <div>Please indicate the Annual Turnover for the last preceding Three years duly enclosing the chartered Accountant /Auditor /Authorized certified documentary evidence:</div> <table><tr><th>Year</th><th>Annual Turnover</th><th>Documentary support at page</th></tr><tr><td>2015-16</td><td></td><td></td></tr><tr><td>2014-15</td><td></td><td></td></tr><tr><td>2013-14</td><td></td><td></td></tr></table>	Year	Annual Turnover	Documentary support at page	2015-16			2014-15			2013-14				
Year	Annual Turnover	Documentary support at page													
2015-16															
2014-15															
2013-14															
1 (c)	Tenderer should produce solvency certificate indicating the amount for 40% cost of the tender from a nationalized/Scheduled Bank. Offers not accompanied by solvency certificate will not be considered	Deleted as the Tender value is less than Rs. 1 crore													
2 (a)	The tenderer should produce copy of Latest Income Tax returns/PAN Number														
2 (b)	The tenderer should produce Audited Balance Sheet and Income statement of all the Preceding Three financial years.														
3	The tenderer should enclose EMD as per item 10 of preamble of Tender document														

Place

Date

(Signature of the Tenderer with Seal)

OFFER LETTER

From

To

Group General Manager,

RailTel Corporation of India Limited

Sub: - Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes of RailTel Corporation of India Ltd., Tamilnadu & Kerala, Southern Region

Ref: Tender Notice No. Dt.....

I/We the undersigned hereby offer to execute the agreement for the above work within seven days from the date of issue of letter of acceptance of the tender in strict compliance within the provision detailed in the tender paper attached.

I/We agree that this tender shall not be restricted or withdrawn and shall remain opened for acceptance for and during the period of sixty days from the date of opening of the tender.

I/We fully understand the terms and conditions as contained in the tender paper and we agree that the same shall apply to My/Our tender and I/We shall be bound by them.

Earnest money deposit of Rs..... (Rupees only)
drawn in favour of RailTel Corporation of India Ltd., payable at Secunderabad

The full value of the earnest money shall be forfeited without prejudice to any other right or remedies if: -

I/We do not execute the contract document within 7 days after the receipt of notice by the RailTel Corporation that such documents are ready.

I/We do not commence work within 14 days from the date of issue of letter of acceptance.

Until a formal agreement is prepared and executed, acceptance of this offer letter shall constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer.

I enclosed herewith the following documents in support of my credential:-

1. Demand draft/Pay Order No....., dated..... issued by.....
for Rs.....(Rs. only) as
earnest money.
2. Name and Qualification of supervisor, Technician.

RailTel/Tender/OT/MAS/2016-17/SN:23 dt:18.06.16

Yours Sincerely,

Signature of the Tenderer

Seal of the Tenderer

Place: -

Date: -

Witnessed by: -

- | | | | |
|----|------------|----|--------------|
| 1. | Signature: | 2. | Signature: - |
| | Name: | | Name: - |
| | Address: | | Address: - |

Work Specifications

1. Introduction

- 1.1 RailTel is responsible for leasing out bandwidth on commercial basis to Railways and external agencies over RailTel's own OFC (Optical Fibre Communication) network. For the same, RailTel has obtained Category II, IP1, IP2, NLD and ISP licenses in the Telecom Sector.
- 1.2 RailTel, Southern Region has about 39 towers on it's OFC routes spanning Southern Railways
- 1.3 To maintain high availability of services along its telecom networks, RailTel intends to engage agencies for maintaining the Towers located over a section whose details are given in Annexure -A.
- 1.4 ENGINEER-IN-CHARGE (EIC) shall mean Territory In-charges of Rail Tel acting on behalf of Group General Manager of RailTel or authorized representatives of Territory-in-charges in the Territories. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to.

2. JURISDICTION:

List of towers to be maintained over Southern Railways is available at "Annexure-A".

3. DESCRIPTION OF WORK:

- 3.1 RailTel intends to award a contract to reputed contractors who are financially and technically meeting the eligibility criteria to undertake various activities required to maintain & ensure safety of the Tower.
- 3.2 The maintenance contractor is planned to be hired for a period Two years extendable by further period of one year depending on the performance of the contractor on same the rate, terms & conditions of the contract. However, the Contract may be terminated by giving 30 days notice before the expiry of contractual completion period in case performance of the contractor is not found satisfactory or as and when required by RailTel.

4. DETAILED SCOPE OF WORK

The scope of work shall include but not limited to the following for the maintenance of Towers of RailTel's telecom network jurisdiction mentioned under "Annexure-A":

- 4.1 The tower maintenance work shall consist of fault tracing and checking of the below listed and other possible causes of fault, dismounting (if required) of the faulty part and mounting of the repaired/new part/equipment. If dismounting is not necessary, rectification of the fault at its mounted position shall be done. All the tower maintenance works shall require climbing the tower for fault location / rectification. Operative and preventive maintenance of Telecom towers at different locations in India covering all telecom towers through a pool of qualified and trained workforce who are responsible for routine mechanical checkup, damage control of electrical and electronics equipments, working under fixed response time and safety as per IS: 7205.

The scope of work is as follows:

S.No	ITEM	WORK INVOLVED
1.	Tower lights (Every Month)	Checking or tower lights, dismounting if faulty and mounting the repaired / new bulbs, holders, Tower Lighting Upgrades/repairs
2.	Visual Inspection (Every Three Months)	Visual inspection of the tower shall be carried out every three months and should cover the following aspects: I. Tilt of the tower and settlement of foundation if any II. Buckling/distortion of members, if any III. Corrosion IV. Condition of foundations V. Condition of connections, looseness of bolts if any tilt, serious corrosion, settlement of foundations or any other defects, likely to endanger the safety or function of tower is noticed, immediate remedial action shall be taken. If the tilt of the tower exceeds 1/120, immediate action shall be taken to arrest further tilt and carry out rectification.
3.	Feeder & power cables between RR station and tower (Every Six months)	Checking cables and couplings for breakage, loose fittings, other faults and replacing / rectification the same
4.	Antenna (Every Six Months)	Checking for any possible antenna faults, dismounting if faulty and mounting the repaired / new antenna
5.	Antenna alignment	NIL
6.	Tower nut / bolts (Every Six Months)	Checking of correct torque of nut bolts & replacing if any faulty. Checking tower nuts, bolts etc and replacing rusted / tightening nay loose ones. Suitable record of tightening of bolts will be kept Bolts and nuts shall be tightening by using calibrated wrench so that the proof load of the bolt specified in IS 1367 is achieved. "Snug tight is defined as the tightness attained by a few impacts of an impact wrench. Following this initial operation, bolts shall be placed in remaining holes in the connection and brought to snug tight position". Members of components, which are dented, bent or twisted, shall be replaced. If any defect or deficiency in the member comes to notice, the same shall be rectified. Aged items shall be replaced. The shear, bearing & tension strength shall be procured from reputed manufacturers by contractor/contracting firm.
7.	Other associated works (Every Six Months)	If shall include but not limited to tracing the fault location and cause of fault (if not one of the above) and rectification the same.
8.	Earthing System (Every Six Months)	Check conditioning of earthing & complete tower earthing inspection with report showing all Meggar measurements. Ensuing the proper earthing and earth resistance and it should be less than one Ohm, corrective action taken and rectification the same. In case it exceeds two ohms the same should be reduced by providing additional earth electrodes.
9.	Verticality Check	Verticality of the tower shall be checked every year and corrective

	& level of top of foundations. (Every Six Months)	<p>action taken and rectification of the same. The tower shall be vertical all the time and no straining shall be permitted to achieve this. The erection tolerance of vertically shall be within 25mm every 9100mm, subject to over all verticality of tower with in 50mm, corrective action shall be taken to achieve the same.</p> <p>If it is found that the deviation from straightness of a member of length "L" exceeds 001 L or 10mm whichever is less or the member is otherwise distorted, temporary members shall be inserted to relive the distressed member and complete the rectification. The top horizontal member of tower on all the four faces should have center clearly visibly marked for easy check of verticality.</p> <p>The successful contractor / contracting firm will have to satisfy the RailTel that verticality of tower is maintained within 50mm of full height of tower at site on two adjacent faces.</p> <p>The maximum deflection of the axis of tower shall not be more than 1/100 from vertical at various levels including top, under maximum wind and other critical loading conditions.</p>
10.	Painting/ Galvanizing finishing (Once in the contract period of 2 years, but within first six months after issue of LOA)	<p>The paints used in painting shall be in accordance with IS-2074/62. Before applying coats of paint, surface shall be given a coat of 'Pickling agent' so as to avoid the flaking of painting.</p> <p>The painting shall be done carefully so that all corners and crevices of the mast receive the paint and no base surface is left exposed anywhere. Special care is to be taken in applying paint at the place where galvanized coating has got removed.</p> <p>No driers such as Litharge or Turpentine are to be used.</p> <p>The practice of mixing kerosene oil with paint is strictly forbidden.</p> <p>Paints shall be synthetic enamel of the best quality and anticorrosive and withstand exposures to outside conditions. They should be of standard quality equivalent to synthetic enamel paint.</p>
11.	Foundation Strength (Every Six months)	<p>If there is any tilt or unusual defect noticed -action has to be taken as per clause 4.8.1 and 4.8.2 under para 4.8 "Permissible Tilt"</p>
12.	Protection Against Lightning (Every Six months)	<p>Regular checking of complete system of lightening protection in accordance of IS-2309-1969 including earthing based on the specific resistivity of the soil and sub-soil water level. The lightening protective system shall work properly.</p>
13.	Soil Investigations (Every six months)	<p>Contractor shall undertake soil investigation at tower location as approved by RailTel. At least four bore hole of Min 20m deep shall be drilled at center of foundation base or near by for soil investigation. Proper investigation of soil and corrective action taken and rectification the same. Test on soil should be conducted in accordance with relevant parts of IS: 2720.</p> <p><u>(if there is any tilt or unusual defect noticed-etc action has to be taken as per clause 4.8.1 and 4.8.2 under para 4.8"Permissible Tilt").)</u></p>
14.	Cleaning (Every Six Months)	<p>Dust, grease and rust on galvanized tower members namely angles, tees, plates railing, ladders, racks etc. shall be removed by wire brushing and cleaned with a piece of cloth.</p>

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4.1.A DOCUMENTS TO BE MAINTAINED: Result of inspections and work carried out shall be recorded systematically in microwave tower inspection register, as per(A), (B), (C), (D), (E), (F), (G), (H), (I), (J), (K), (L), and (M) formats. Two hard copies and one copy of complete documents, along with the installation details, in English shall be provided by the contractor.

4.2. Microwave Tower Registers

A. GENERAL

1. Location of tower
2. Section
3. Height of tower
4. Site plan number
5. Drawing number of tower
6. Drawing number of foundation
7. Bench mark
8. Soil classification and bearing capacity
9. Completion date of foundation
10. Completion date of tower (erection)
11. Date of Inspection/ maintenance

B. TOWER LIGHTS (Every Month)

S.No	Date of Inspection	Condition of Tower Lights	Work done	Remarks if any

C. VISUAL INSPECTIONS (Once in three months)

Date of Inspection	Tilt of the tower	Buckling of members if any	Corrosion	Condition of foundation	Condition of Nuts & Bolts

D. FEEDER AND POWER CABLES BETWEEN RR STATION AND TOWER (Every Six Months)

Date of Inspection	Condition of Cables	Condition of Couplings	Work Done	Remarks if any

E. ANTENNAE/REFLECTORS (Every Six Months)

No	Height	Bearing	Condition of Antennae/ Reflectors	Alignment of Antenna as per specifications	Remarks if any

F. BOLT INSPECTION AND MAINTENANCE (Once in Six months)

Date of Inspection	Panel No	Member No	Joint No	No. of bolts provided	No. of bolts found loose and tightened	No. of bolts found loose and tightened	No. of Nuts & washers found missing & replaced

G. EARTHING OF SYSTEM (Every Six Months)

Date of Inspection	Panel No./ Earthing No.	Earthing No.	Megger Reading / earthing resistance	Condition of Earthing / Electrodes	Work Done

H. VERTICALITY OF TOWER (Once in 6 months)

Date of inspection	Deviation from vertical							
	Along side 1-2				Along side 2-3			
	Top	3/4	Mid point	1/4	Top	3/4	Mid point	1/4

I. CORRECTION OF DISTORTION OF MEMBERS / GUSSETS (Once in the contract period of 2 years, but, within first six months after issue of LOA)

Date of inspection	Panel No	Member/Joint No	Length	Deviation from straightness	Action taken

J. PAINTING / GALVANISHING

(Once in the contract period of 2 years, but, within first six months after issue of LOA)

Date of inspection	General condition	Members requiring attention			
		Panel No	Member No	Extent of corrosion	Action taken

K. FOUNDATION STRENGTH (Once in the contract period of 2 years, but, within first six months after issue of LOA)

Date of inspection	Condition of Foundation	Work Done	Remarks if any

L. PROTECTION AGAINST LIGHTNING (once in 6 months)

Date of inspection	Condition of Lightning System	Specific Receptivity Soil	Work Done	Remarks if any

M. SOIL INVESTIGATIONS (once in 6 months)

Date of inspection	Condition of Soil	Work Done	Remarks if any

N. CLEANING (once in 6 months)

Date of inspection	Condition of Towers	Work Done	Remarks if any

The acceptance of any part or items shall in no way relive contractor/ tenderer of any part of his responsibility for meeting all the requirement of the specification of the tower. The routine maintenance work shall be carried out once in a month at all the locations. In case of emergency maintenance work , the contractor shall make available sufficient manpower for ensuring proper rectification of the fault within one day of intimation to the contractor. All the IS should be available with contractor.

4.3. INSTRUCTIONS/GUIDELINES FOR INSPECTION

While carrying out the inspections as per schedule given in para 4.1, following instructions/guidelines to be followed:

- 4.3.1 Contractor'/Contracting firm's Engineer/Supervisor with their Maintenance team and Microwave Staff/ Rail Tel's representative shall carry out inspection of the towers as per schedule indicated in para 4.1 and record their observations in the inspection register jointly. Microwave /RailTel officials would advice promptly to the contractor / contracting firm, if any immediate remedial action is called for.
- 4.3.2 Levels of the nominated points on top of foundation for all towers shall be recorded at least once annually with contractor /contracting firm
- 4.3.3 The inspection and maintenance of microwave towers shall be done in accordance with the provision in Chapter XXIII-Inspection and maintenance of buildings and structures other than bridges of the Indian Railways Way and Works manual
- 4.3.4 All towers would be maintained as per the guidelines summarized under RDSO's guidelines and the instructions that may be issued by RDSO, Board @ RailTel on this subject from time to time.
- 4.4 Bolts and nuts in all towers shall be jointly checked once every six months before and after rainy season & as and when required. This inspection should cover the following aspects:

- a) Checking distortion of members using piano wire and scale, if necessary
- b) Checking of corrosion
- c) Checking of Feeder and Power Cables between RR Station and tower
- d) ~~Checking of Antenna alignment~~
- e) Checking of earthing and its meggaring
- f) Verticality check and level of top of foundations
- g) Condition of Painting / Galvanizing and its finishing
- h) Checking of Strength of foundation
- i) Checking of protection against lightning
- j) Checking of soil investigation
- K) Cleaning of towers

4.5 Results of inspection shall be recorded systematically in the microwave tower inspection register, as per format given in para 4.2. Copies also to be submitted by the contractor/contracting to GGM, Chennai, Southern region office of RailTel.

4.6 INSPECTION OF MICROWAVE TOWERS BY MANAGER/ Sr. MANAGER, RAILTEL

In addition to the above scheduled inspections, visual inspection of the tower and checking of inspection records shall be carried out by Manager/Sr. Manager/Officer nominated by Territory-in-charge. Deficiencies pointed out thereof are to be attended by the contractor/contracting firm.

4.7 ADDITIONAL & ALTERATIONS TO THE ANTENNA OR MOUNTING ARRANGEMENTS BY THE CONTRACTOR / CONTRACTING FIRM

Additions or alterations to the antenna or their mounting arrangements, after their initial erection and commissioning, shall have the prior approval of GGM/RailTel/Chennai

4.8 PERMISSIBLE TILT

4.8.1 If settlement of foundation is noted and thereby the tilt of the tower is such that the vertical through the centre of gravity falls at a point on the base at a distance from the centre of more than 10% of the base width, the tower shall be kept under close observation and safety precautions also taken by contracting firm and RailTel.

4.8.2 If the tilt of the tower exceeds 1/200, immediate action should be taken by the contracting firm to arrest tilt and carry out rectification.

If it is found that the deviation from straightness of a member of length 'L' exceeds 001 XL or 10mm whichever is less, or the member is otherwise distorted, temporary members shall be inserted to relieve the distressed member and complete the rectification by the contracting firm as considered necessary by the GGM/RailTel/Chennai

5 Responsibilities of Contractor while maintaining the towers

5.1 Maintenance support team, while on visit to tower site, shall have mast-fitter, supervisor and necessary number of helpers for the maintenance activity undertaken. The team shall be equipped with tools, equipment and safety gadgets like honey-bee masks, safety belt, safety foot-wear, helmet, hand gloves, safety goggles, rain gears, VHF sets etc to their personnel while attending Tower maintenance.

RailTel/Tender/OT/MAS/2016-17/SN:23 dt:18.06.16

- 5.2 Contractor shall indemnify RailTel Corporation regarding penalties arising out of non-compliance of statutory regulations (labour laws, minimum wages act) as well as damage to Railway/RailTel properties.
- 5.3 Contractor shall provide one Manager/Engineer as contact person at Chennai for S.Rly, in addition to Maintenance support team visiting site. His contact details (address and mobile number) to be given to Rail Tel Chennai Office within 14 days of issue of LOA.
- 5.4 In case of disturbances to working radio links due to heavy rains/heavy wind/cyclone, restoration to be done, to the extent possible, within provisions of maintenance agreement, within reasonable time, as decided by territory-in-charge after approach is available. Failure to do will attract penalty of Rs.5000/- for every 2 hrs delay.
- In case such damage/disturbance requires additional work like replacement of damaged tower member, fitting arrangements, feeder/power cable arrangement, antenna hoisting arrangement, aviation lamps, earthing and lightning protection arrangement, re-alignment, re-painting etc., cost will be assessed by RailTel, for both material and labour portion, and with mutual consent, can be executed by the contractor.
- Also, in normal conditions, call-based attending of failure/deficiency noticed to be done within reasonable time, as decided by territory-in-charge. Failure to do will attract penalty of Rs.5000/- for every 2 hrs delay.
- 5.5 **First time joint inspection will be done by RailTel, Railway and contractor's representative within 1 month of issue of LOA and any tower in un-maintainable condition shall be notified by contractor and will not be included in the schedule. Thereafter, maintenance of the tower including safety of structure will be responsibility of the contractor. A declaration shall be obtained to this effect from the contractor.**
- 5.6 In the event of reduction in the number of towers to be executed for any reason whatsoever, the contractor shall not be entitled for any compensation but shall be paid only for the actual quantity of work done at the agreement rates.
- 5.7 The CONTRACTOR shall be responsible for making an arrangement at each maintenance location for all maintenance works given in schedule, testing, measuring, unskilled/skilled manpower, transport facilities for their teams & other logistic supports required. The contractor shall make arrangements for transportation of his personnel & material to all sites at his risk and cost and shall make necessary arrangements for the accommodation for their personnel if required during the contract period. RailTel shall not provide accommodation to any of the personnel employed by the contractor and shall not entertain any claim for expenditure incurred on this account.
- 5.8 The material used & workmanship shall satisfy the applicable standard Specifications.
- 5.9 RailTel shall be entitled to reject the goods, materials and work executed by the contractor, which may not be conforming to the specifications within a reasonable

time of usage of the said goods and materials and charge the contractor for all expenses direct and consequential, incurred thereby.

- 5.10 Where it is mentioned in the specifications that the CONTRACTOR shall perform certain work for completing the job in totality, it is understood that the contractor shall do so at his own cost and contract price shall be deemed to have included cost of such performances and provisions so mentioned.
- 5.11 The CONTRACTOR shall be totally responsible for the functionality of equipment to be used at site.
- 5.12 During any inspection/rectification work in public places, all precautionary caution boards, barricading sheets as per standard laws & rules to be used by the Contractor.
- 5.13 During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is found which needs to be clarified, the matter shall be referred to GGM/Addl.GM, who shall give his decision in the matter and his decision shall be final and conclusive.
- 5.14 The contractor should ensure that the team employed by him shall not move or trespass to areas other than the site(s) required for the execution of the work. Under no circumstances the Contractor should infringe and carry out the work which hampers the Operations and Safety of the Railways, train movements and damage Railway assets. The contractor is responsible for the safety of team members while executing the work in the Railway areas.
- 5.15 The works must be carried out most carefully without any deviation provided in the Indian Railway Act or the General and Subsidiary Rules in force on Railways.
- 5.16 The work is subjected to inspection at all times by RailTel officials. The CONTRACTOR shall carry out all instructions given by him or his representatives during inspection.
- 5.17 Any work not confirming to the execution plans, standard specification codes or engineering practices shall be rejected forthwith and the CONTRACTOR shall carry out the rectification at his own cost.
- 5.18 The CONTRACTOR shall observe in addition to codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to work and shall be responsible for extra costs arising from violations of the same, which shall be borne by the Contractor.
- 5.19 By entering into the maintenance contract with RailTel, the contractor shall agree to maintain the secrecy of all documents/information/drawings etc provided by RailTel during the period of contract and shall handover all the documents back immediately after the termination of the contract.
- 5.20 The CONTRACTOR shall depute experienced / competent representative(s) at site during the execution of any job. Any instructions given to such representative(s) shall be construed as having been given to the CONTRACTOR.

- 5.21 The CONTRACTOR shall be solely responsible for making available for executing the work, all-requisite equipment, special aids, tools, tackles and testing equipment and appliances etc.
- 5.22 Within the RailTel's premises, the representative of the CONTRACTOR shall take care for not tampering with the RailTel / Railway's installed equipments.
- 5.23 The accessing of RailTel's facilities shall be allowed to authorized person from CONTRACTOR'S side with the prior intimation to RailTel's Engineer-in-Charge.
- 5.24 It is advisable that Tenderers must visit site to familiarize themselves with all constraints, restrictions, access requirements and available infrastructure. The CONTRACTOR shall not be eligible for any adjustment in cost and time, on account of any lack of data regarding above. However, the tower/reflector details are enclosed for reference in Annexure -A.
- 5.25 While executing the job at site by the CONTRACTOR, penalty claimed against any damage caused to the infrastructure of RailTel & other parties shall be borne by the Contractor.
- 5.26 The CONTRACTOR shall be totally responsible for the successful execution of the tower maintenance contract.
- 5.27 **The CONTRACTOR becomes defaulter on the following conditions:**
- a. If he fails to repair and make the tower to normal condition as instructed by RailTel engineer in charge.
 - b. Improper maintenance resulting in loss/damage to tower parts.
 - c. Loss or damage to RailTel's property due to the acts of Contractor.
 - d. In the event RailTel receive notice from any statutory authorities or from external agencies on account of loss/damage to their property due to the acts of contractor.
 - e. During the contract period, if the CONTRACTOR has defaulted more than once or the defaulting case of the Contractor is severe, then RailTel has the right to terminate the contract and forfeit the security deposit/PBG if deemed required as per RailTel's opinion.
 - f. **Termination of Contract:** RailTel reserves the right to interrupt and terminate the contract at any time after giving one month's notice, should in RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non possession of equipments and tools required for the work or defective and mal-functioning equipments, non-availability of proper/nominated instrumentation, inability to provide men and material or for any other cause deemed reasonable . In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor as per contract agreement shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. The security deposit/PBG will be forfeited in such case of termination if deemed required as per RailTel's opinion.

5.28 Penalty to be imposed for the non-compliance/deficiency in the maintenance of Microwave and UHF Towers:

Nature of work	Periodicity	Penalty Proposed (% of annual payment)
Tower Lights	Tower Lights/ Every Month	20
Power & Feeder Cable	Every 6 Months	4
Tower Nut & Bolts	Every 6 Months	4
Earthing System	Every 6 Months	4
Verticality check	Every 6 Months	24
Missing of Members (Gussets)	Every 6 Months	4
Protection Against Lightening	Every 6 Months	4
Cleaning	Every 6 Months	12
Painting	Once in contract period of 2 years	24
Total Penalty proposed		100

6. COMPLIANCE WITH LABOUR, INDUSTRIAL & ENVIRONMENTAL LAWS LABOUR LICENSE:

6.1 Before starting of work, the CONTRACTOR shall obtain a license from concerned authorities if required under the Contract Labor (Abolition and Regulation) Act 1970.

6.2 The Contractor shall at its expense, ensure due compliance with all applicable and governing Industrial, environmental and Labour Laws, Rules, Regulations and Bylaws both of the Central and State Govt. and all other local authorities and shall keep RailTel harmless and indemnifies in respect thereof. The CONTRACTOR shall ensure due compliance with the provisions of the relevant minimum Wage Act, payment of Wages, Contract Labour (Regulations & Abolition) Act, Employees Provident Fund Act and other industrial and environmental laws in force.

6.3 **Indemnification of Rail Tel by the contractor:** The contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

6.4 **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 the control of each party which can be termed as force major.

6.5 SETTLEMENT OF DISPUTE AND ARBITRATION:

6.5.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996.

6.5.2 The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.

6.5.3 The Venue of the arbitration shall be at Chennai. The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.

6.5.4 The Arbitrator shall give a reasoned award, which shall be binding on the parties.

6.6 **Warranty:** All material supplied/used and the work done by the contractor shall be guaranteed against the defective manufacture/workmanship for a period of six months from the date of completion of the contract.

7. PAYMENT TERMS:

- 7.1 The total maintenance charges i.e. contract value shall be paid in Half-Yearly basis. Payment will be made by RailTel on certification of work associated with each tower by respective AM (100% test check), Manager/Sr.Manager nominated by territory-in-charge (20% test check) and certification by Territory-in-charge or any other RailTel officer authorized by GGM/Chennai RailTel.
- 7.2 Even though the maintenance charges are worked out on a monthly basis, the CONTRACTOR shall be paid the maintenance charges for six months period subject to submission of reports as per scope of work for the particular period certified as in para 7.1 above.
- 7.3 It may please be noted that painting/galvanizing finishing which are to be done only once in the contract period of 2 years, are to be done within 6 months of issue of LOA, failing which bill for first 6-month period will not be admitted.
- 7.4 In case of disturbances to working radio links due to heavy rains/heavy wind/cyclone, restoration to be done, to the extent possible, within provisions of maintenance agreement, within reasonable time, as decided by territory-in-charge after approach is available. Failure to do will attract penalty of Rs.5000/- for every 2 hrs delay.

In case such damage/disturbance requires additional work like replacement of damaged tower member, fitting arrangements, feeder/power cable arrangement, antenna hoisting arrangement, aviation lamps, earthing and lightning protection arrangement, re-alignment, re-painting etc., cost will be assessed by RailTel, for both material and labour portion, and with mutual consent, can be executed by the contractor.

Also, in normal conditions, call-based attending of failure/deficiency noticed to be done within reasonable time, as decided by territory-in-charge. Failure to do will attract penalty of Rs.5000/- for every 2 hrs. delay.

- 7.5 Along with the bill for payments for the respective sections, the following documents must be submitted duly certified by the RailTel's representative.
1. Periodic Inspection Reports as per scope of work.
 2. Any other Recovery for contractor's fault.
- 7.6 **Price Variation:** Price Variation will not be allowed during the currency of contract.
- 7.7 No advance payments will be made.
- 7.8 **Security Deposit**
- 7.8.1 On receipt of the letter of LOA, successful tenderer shall be required to deposit a sum amounting to 5% of the contract value towards Security Deposit for the due and faithful fulfillment of the contract. The Security Deposit shall be submitted before signing of the Contract Agreement. The Earnest Money deposited by the successful tenderer with his tender will be returned by RailTel on submission of Security Deposit.

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- 7.8.2 The instrument for Security Deposit to be paid in the form of Bank Draft or Deposit Receipt or in the form of irrevocable Bank Guarantee either from State Bank of India or any of the Nationalized/Scheduled Bank. The instrument should be valid two months beyond the contract period.

Security Deposit shall be returned to the contractor after expiry of contract period and on certification of RailTel engineer in charge after deduction any amount due to damages etc.

- 7.8.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

7.9 CONTRACT PERFORMANCE GUARANTEE (PBG)

- 7.9.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from State Bank of India/any Nationalized Bank or from any Scheduled Bank in the Form given in Tender document amounting to 5% of the contract value.

- 7.9.2 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 15(fifteen) days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for two months beyond the warranty period (Clause 6.6)

- 7.9.3 Performance Guarantee shall be released after satisfactory completion of the work, and on expiry of the warranty period .The procedure for releasing should be same as for Security Deposit.

- 7.9.4 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.

- 7.9.5 The balance work shall be got done independently without risk and cost of the original contractor.

- 7.9.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

8. FURTHER INSTRUCTIONS REQUIRING ATTENTION OF TENDERER BEFORE SUBMITTING OFFER

- 8.1 While quoting, it is advisable that the prospective Tenderer shall make themselves fully conversant with the locations and types of towers & jobs in details to be carried out therein as per the tender requirement, so that they clearly understand the scope of work and assess the requirement of resources to complete the work in scheduled time.

- 8.2 The tenderer is deemed to have understood the conditions of existing tower locations, routes like terrains, various crossings, access details, on-route RailTel's maintenance bases etc., by visiting the sites and collecting first hand information before submission

of the offer. In case of any doubt, the clarification may be taken from the RailTel before submission of the offer.

- 8.3 The data provided in the Tender document shall be used by the Tenderer for reference and information purpose only. It shall be the Tenderer's responsibility to verify the data & satisfy him self in regard to accuracy of data.
- 8.4 Tenderer are advised to submit their quotations strictly based on the terms, conditions, and specifications in the tender document and not to stipulate any deviations. Should any deviation become unavoidable, the Tenderer should mention it. RailTel reserves the right to evaluate offer containing deviations having financial implications after adding cost of such deviations as determined by RailTel.
- 8.5 **INCOME TAX:** Income Tax at the prevailing rate as applicable from time to time shall be deducted from the CONTRACTOR's bills as per Income Tax Act and quoted Rates shall be deemed to include this.
- 8.6 **TAXES, DUTIES, OCTROI, LEVIES ETC:** The quoted percentage prices shall be inclusive of all taxes, duties, Octroi, levies, service tax, work contract tax, VAT if any etc. till the completion of the contract and the CONTRACTOR shall not be eligible for any compensation on this account. The CONTRACTOR shall furnish the break up of taxes so that any credit if applicable can be claimed by RailTel.
- 8.7 **ESCALATION:** The maintenance charges quoted by the CONTRACTOR shall be kept firm till the completion of entire period of contract, and no Price Escalation shall be paid on any ground.

Schedule of Work

Name of Work: Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes of RailTel Corporation of India Ltd., Tamilnadu & Kerela, Southern Region

Sl. No.	Description of work				
1	Maintenance charges against various activities as mentioned under “scope of work” and clauses/conditions of contract of tender document to undertake all preventive and corrective maintenance of Towers listed at Annexure A. Height wise rates given below				
	Tower Height in meters	Qty of Towers	Rate of Maintenance per month per Tower (Rs)	Total cost per Tower per month (Rs.)	Total cost per Tower for Two Years (Rs.)
a	b	c	d	e (c*d)	f (e*24)
A	100m +	4	7990	31960	767040
B	80-99m	6	6580	39480	947520
C	60-79m	10	5640	56400	1353600
D	40-59m	3	4230	12690	304560
E	20-39m	9	2820	25380	609120
F	≤ 19m	7	1410	9870	236880
	Sub Total	39			4218720
Add: hardship cost for 5 Hill Stations@ 500/- per month listed at Annexure-A for 2 years (5*500*24 months)					60000
Total Value					4278720
Contractor quoted Percentage (plus/at par/below)				%	
Total Contract Value after contractor Percentage in figures					
in words: Rupees					

Signature & Seal of Tenderer

Note:

1. In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered as final. Percentage Rate to be quoted should be inclusive of all taxes
2. Summary of Maintenance activities & periodicity, towers to be maintained height-wise in Southern Railways is enclosed.
3. Entire list of towers is in Annexure-A

Summary of Maintenance activities, periodicity & tower population

Maintenance activity	Periodicity in Months
Tower lights	1
Visual Inspection	3
Feeder and power cable	6
RF Antenna	6
Tower Nut/Bolt	6
Other faults	6
Earthing systems	6
Tower Verticality and foundation	6
Repairing / galvanizing	Once in 2 year period of contract, but within 6 months after issue of LOA
Foundation Strength	6
Surge arrestor checking	6
Soil investigation	6
Cleaning	6
Cl.5.4 of Work Specifications also to be followed	

Summary of tower population

Tower Height	SR population
100m +	4
80-99m	6
60-79m	10
40-59m	3
20-39m	9
≤ 19m	7
Total	39

Annexure – A

Towers in Southern Railway Area

S.L. No	Location	Tower Type	Tower Height in Mtrs.
1	CHENNAI	SPECIAL	1.2
2	PALLAVARAM (Hill)	SS	10
3	PONNERI	SS	60
4	TADA	SS	100
5	SEVAPET ROAD	SS	50
6	ARAKKONAM	SS	100
7	WALAJAH ROAD	SS	60
8	VIRINJIPURAM	SS	70
9	TIRUVALLUR	SS	24
10	JOLARPET	SS	80
11	DASAMPATTI	SS	100
12	LOKUR	SS	90
13	OMALUR	SS	70
14	SANGARI	SS	90
15	ERODE	SS	100
16	PUGALUR	SS	60
17	MAHADANAPURAM	SS	60
18	TIRUCHY	SS	80
19	KODAIKANAL 1	SS	35
20	KODAIKANAL 11 (Hill)	SS	10
21	MADURAI	GUY	45
22	VIJAYAMANGALAM	SS	80
23	VANJIPALAYAM	SS	60
24	COIMBATORE	SS	60
25	POLLACHI	SS	60
26	PALGHAT	SS	80
27	ERNAKULAM	SS	35
28	PEERMEDU (Hill)	SS	35
29	QUILON	SS	35
30	KADAKAVUR	SS	100
31	TRIVENDRUM	SS	10
32	MANGALORE	SS	48
33	POTHANUR	SS	30
34	TAMBARAM UHF	FL	22
35	KATPADI UHF	FL	22
36	VIRUDUNAGAR UHF	FL	27
37	SALEM UHF	SPECIAL	8
38	OMALUR UHF	SS	70
39	NUNGAMBAKKAM	SPECIAL	7

GURANTEE 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, (Herein after called RailTel) having its Registered Office at 10th floor, Bank of Baroda Building, 16th Sansad Marg, New Delhi – 110001 and Regional office at **2nd floor, B-Block, Rail Nilayam**, Secunderabad agreed to exempt..... (Hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an LOA/Agreement No.dated.....made betweenand for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
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) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

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 (1) 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 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.(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.

Dated -----
for
(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, (Herein after called RailTel) having its Registered Office at 10th floor, Bank of Baroda Building, 16th Sansad Marg, New Delhi – 110001 and Regional office at **2nd floor, B-Block, Rail Nilayam**, Secunderabad agreed to exempt..... (Hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an LOA/Agreement No.dated.....made betweenand for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
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) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

5. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

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 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.(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.

Dated -----
for
(Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

AGREEMENT

An AGREEMENT made this _____ day of _____ Year, between RailTel Corporation of India Limited, having its registered office at 10th floor, Bank of Baroda Building, 16, Sansad Marg, New Delhi- 1100 01 and regional office at RailTel Corporation of India Ltd.Region with full address....., acting in the premises through Group General Manager or his successor _____ of M/s. RailTel Corporation of India Limited Southern Region (hereinafter referred to as ' RailTel') of one part and M/s _____.(Name and Full Address of Firm (Registered and regional office address) (hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for “Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region as per Tender papers, the Contractor has submitted his offer.

Where as the Contractor has agreed with RailTel Corporation of India Ltd for carrying out the work of “Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region in as per the Tender document No. RailTel/Tender/OT/SR/MAS/2016-17/SN:23 for Rs.------(Rupees -----

----- only) as per copy of Letter of Acceptance (LOA) of Open tender issued vide letter No. RailTel/Tender/OT/SR/MAS/2016-17/SN:23 dt. -----2016 at accepted rates as contained in the said LOA (Annexure-3 hereto) issued by RailTel with schedule of requirement and terms and conditions.

Now this agreement witnesses that in consideration of the payment to be made by RailTel to the Contractor provided, the Contractor shall execute the work of “Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region in --

----- section in S.Railway area for which the said tender of Contractor has been accepted strictly according to the Annexure-1,2 and 3 hereto and upon such work of “Annual Maintenance of Microwave and UHF Towers of Southern Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region in ----- section in S, Railway area & satisfactory completion of work and performance of the system to the satisfaction of the RailTel, the RailTel shall pay to the Contractor at the rates accepted as per the said Annexure-1 and in terms of conditions contained in Annexure-1, 2 & 3.

Whereas M/s. ----- has submitted ----- no. ----- dt.----- for Rs.----- drawn on ---- Bank , -----branch, ----- valid till ----- towards the security deposit and submitted ----- no. ----- dt.----- for Rs.----- drawn on ---- Bank , ----- --branch, ----- valid till ----- towards Performance Bank Guarantee for due fulfillment of the contract.

In the witness where of the parties have hereinto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures. Signed and delivered at _____ by Shri _____ for and on behalf of M/s. _____

The contractor within named in the presence of:

1. Signatures Date Name in Block Capitals Address
2. Signatures

Date

Name in Block Capitals

Address

Signed and delivered at _____ for and on behalf of RailTel

RailTel/Tender/OT/MAS/2016-17/SN:23 dt:18.06.16

by Shri _____ {GGM,Chennai (Southern Region) or his
successor} in the presence of:

1. Signatures

Date

Name in Block Capitals

2. Signature Date Name in Block Capitals

Address:

Annexure '1': Schedule of Works/rates.

Annexure '2': Tender Document.

Annexure '3': copy of Letter of Acceptance

(Signature)_____Dated: Complete with enclosures