

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,
Begumpet Airport Road, Opp. Shoppers Stop,
Hyderabad- 500 016, Telangana
Tele: 27821134 Fax: 27820682

CIN No: U64202DL2000GOI107905

ELECTRONIC TENDER DOCUMENT

FOR

THE WORK OF

“Annual Maintenance of Microwave and UHF Towers of South Western Railway on OFC routes of RailTel Corporation of India Ltd., SBC Territory

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड बंगलोर प्रदेशों के ओएफसी मार्गों पर दक्षिण पश्चिम रेलवे के माइक्रोवेव और यूएचएफ टावरों का वार्षिक रखरखाव

Tender No. RCIL-SR-SBC-2023-24-30

Download of Tender document and submission of offer at e-tender portal: <https://www.ireps.gov.in/>

Submission of offers

- 1) Submission of offers - Online along with all scanned copies.**
- 2) Submission of documents as per tender document – Online only.**

(EMD, UDYAM, Technical & Financial Eligibility documents, Affidavit and Power of Attorney submission mandatory).

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RAILTEL



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-16 visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682, Regd. Office: Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-23.

e-TENDER NOTICE / ई-निविदासूचना

Tender No. RCIL-SR-SBC-2023-24-30

Date: 12-10-2023

RailTel Corporation of India Ltd. invites e-bids from the established and reliable contractors with proven experience for the work of "Annual Maintenance of Microwave and UHF Towers of South Western Railway on OFC routes of RailTel Corporation of India Ltd., SBC Territory" as detailed below:

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, बंगलोर प्रदेशों के ओएफसी मार्गों पर दक्षिण पश्चिम रेलवे के माइक्रोवेव और यूएचएफ टावर्स के वार्षिक रखरखाव के काम के लिए सिद्ध अनुभव वाले स्थापित और विश्वसनीय ठेकेदारों से ई-बोली आमंत्रित करता है। " जैसा नीचे विस्तृत रूप में दिया गया है

a)	Tender Document available for download / निविदा दस्तावेज डाउनलोड के लिए उपलब्ध	12-10-2023
b)	Last date and time for submission of tender documents / online offers निविदा दस्तावेज / ऑनलाइन ऑफर जमा करने की अंतिम तिथि और समय	03-11-2023 at 15:00 hrs
c)	Opening date and time of tender documents / निविदा दस्तावेजों के खुलने की तिथि और समय	03-11-2023 at 15.30 hrs.
d)	Estimated Tender Value for 24 months incl. GST @18%	Rs. 22,83,312/-
e)	Validity of offer / ऑफर की वैधता	60 days from the date of opening of tender. निविदा खुलने की तिथि से 60 दिन।
f)	EMD	Rs. 45,700/-*
g)	Web address for availability of tender document / निविदा दस्तावेज की उपलब्धता के लिए वेब पता	Detailed tender notice and tender document https://ireps.gov.in also available at our website www.RailTelindia.com विस्तृत निविदा सूचना और निविदा दस्तावेज https://ireps.gov.in हमारी वेबसाइट www.RailTelindia.com पर भी उपलब्ध है।

Eligibility Criteria: As per para no.3 in the preamble of Tender document /

पात्रता मापदंड: निविदा दस्तावेज की प्रस्तावना में पैरा संख्या 3 के अनुसार

Eligibility Criteria: As per para no.3 in the preamble of Tender document /

पात्रता मापदंड: निविदा दस्तावेज की प्रस्तावना में पैरा संख्या 3 के अनुसार

*** Note / ध्यान दें:**

1. Firms registered with UDYAM under Ministry of MSME are exempted from submission of cost of tender (if applicable) & EMD and no other exemptions will be given & EMD / 1. एमएसएमई मंत्रालय के तहत उद्यम के साथ पंजीकृत फर्मों को निविदा की लागत (यदि लागू हो) और ईएमडी जमा करने से छूट दी गई है और कोई अन्य छूट नहीं दी जाएगी
2. Firms claiming for the above exemptions under UDYAM, have to submit supporting documents as per Note at clause no 10 (Preamble) without which their offers will be considered as invalid and liable for rejection / 2. उद्यम के तहत उपरोक्त छूट का दावा करने वाली फर्मों को खंड संख्या 10 पर टिप्पणी (प्रस्तावना) के अनुसार सहायक दस्तावेज जमा करने होंगे, जिसके बिना उनके प्रस्तावों को अमान्य माना जाएगा और अस्वीकृति के लिए उत्तरदायी होगा।
3. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process / बोलीदाता को बोली तैयार करने, प्रस्तुत करने/बोली में भाग लेने से संबंधित सभी लागतों को वहन करना होगा। बोली प्रक्रिया के आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए खरीदार किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा

Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://www.ireps.gov.in>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from IREPS's e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal & RailTel website.

निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इसे www.railtelindia.com या ई-निविदा पोर्टल <https://www.ireps.gov.in> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए निविदाकार को आईआरईपीएस के ई-पोर्टल से निविदा दस्तावेजों की एक आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात। इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि ई-निविदा पोर्टल और रेलटेल वेबसाइट पर पोस्ट किए जाएंगे।

Printed copy of Tender document will not be sold from RailTel office / रेलटेल कार्यालय से निविदा दस्तावेज की मुद्रित प्रति नहीं बेची जाएगी

The offers shall be opened on above said date in the presence of those bidders who choose to be present online (refer section: **e-Tendering/Bid Receipt (Online)**). If the above said date happens to be a holiday the same shall be opened on the next working day.

प्रस्ताव उपरोक्त तिथि को उन बोलीदाताओं की उपस्थिति में खोले जाएंगे जो ऑनलाइन उपस्थित होना चाहते हैं (देखें अनुभाग: ई-निविदा/बोली रसीद (ऑनलाइन))। यदि उक्त तिथि को अवकाश होता है तो उसे अगले कार्य दिवस में खोला जायेगा।

Sd/

JGM/TM/SBC

RailTel Corporation of India Ltd.,
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

Preamble

Name of work: Annual Maintenance of Microwave and UHF Towers of South Western Railway on OFC routes of RailTel Corporation of India Ltd., SBC Territory.

- 1 Details of sections where maintenance is required are given in Annexure-A.
2. **Last Date of receipt Tenders:** Tender No. **RCIL-SR-SBC-2023-24-30** will be received through online IREPS website www.ireps.gov.in **up to 15:00 Hrs IST on 03-11-2023 and will be opened at 15.30 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 executed for Govt. /PSUs/ reputed Telecom Service providers/reputed Infrastructure providers.
 - (b) The total contract amount received by the tenderer during the last three financial years as per Audited balance sheet certificate should be a minimum of 150% of applied Tender Value of work. Offers not accompanied by Audited balance sheet will not be considered.
 - (c) solvency certificate---deleted
 - (d) Certificates to this effect along with respective PO/WO/LOA 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 wherever applicable.
- 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, RailTel 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 at the sole discretion of the RailTel Corporation of India Ltd.
6. The cost of the tender document is zero for the downloaded documents. No document will be sold from RailTel office. Payment for the cost of the tender document (if applicable) inclusive of GST to be paid online through IREPS e-portal. Cost of the tender document is not refundable under any circumstances. Money orders are not acceptable.

*** Note:**

1. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process

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. **EMD** A sum of Rs. 45,700/- (2% of total tender value rounded to next higher 100) for the tender should be deposited as earnest money to be paid through IREPS e-tender portal www.ireps.gov.in. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Performance Bank Guarantee required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money will be summarily rejected (**see note for exemption**).

Note: For UDYAM registered firm

For Small Scale Units / Micro Small Enterprises/ MSME, registered with UDYAM under Ministry of MSME and participating in this tender, following exemptions shall be available.

(i) They shall be exempted from submission of cost of tender documents (if applicable).

(ii) They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided Tenderer registered with UDYAM and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid UDYAM registration certificate, otherwise their offer would not be considered, will be treated as invalid and **summarily rejected**.

(iii) As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

(iv) However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. **Accordingly, in Udyam site if it is mentioned as below:**



Then, the tenderer submitted Udyam certificate showing above in Udyam site, will not be considered for exemption of cost of tender and EMD and their tender will be summarily rejected.

- 10.1 The validity of offer will be 60 days from the date of opening of tender 'as given in Preamble. It being understood that the tender documents have been sold/ issued/ downloaded to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation.
- 10.2 No interest is allowed on this Deposit
- 10.3 If a tenderer withdraws its tender during the period of tenders validity i.e. 60 days after opening of tender The earnest money may be forfeited
- 10.4 The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 10.5 If the tender is accepted, the amount of Earnest Money will be held as part security deposit for due and faithful fulfillment of contract
11. 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 inclusive of GST as payable under the law of land as also any charges arising under GST system and RailTel shall not accept any liability for the same after award and acceptance of contract. The breakup of GST may be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.
12. Maintenance team under Contractor's Manager/Engineer at Bangalore, Karnataka for South Western Railway towers shall be deployed and contact details (address and mobile number) of Manager/Engineer in-charge and team shall be intimated to Rail Tel's Begumpet, Hyderabad & Bangalore office within 14 days from the date of issue of Letter of Acceptance.
13. 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 with draw his offer. Any contravention of this condition will make tenderer liable for forfeiture of his earnest money deposit.
14. Before quoting, the Tenderer are advised to ascertain the nature of work involved. If required site inspection can be undertaken.
15. Tender should be submitted for the entire work.
16. 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.
17. 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
18. 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.

19. The successful tenderer shall sign an agreement for the execution the work as tendered by him and accepted by RailTel Corporation within fifteen days of issue of LOA.
20. **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.
21. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
22. “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-B. Non submission of an affidavit by the bidder shall result in summary 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 the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”

With the submission of the affidavit as mentioned above, the practice of verification of tenderer’s documents by the RailTel may be dispensed with.

- a) The RailTel 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, 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 shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
 - b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.
23. **GST :**
- a. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST,SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
 - b. Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST,SGST, IGST, UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
 - c. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

- d. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- e. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- f. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST,CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the recipient)
- g. Wherever the law makes it Statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- h. In regards to works contract, the tenderer should have registration no for GST in respective State where work is to be executed and shall furnish GST registration certificate along with Tender.
- i. The imposition of any new tax and /or increase in the aforesaid taxes, duties levies after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/ levies / cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to State / Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date of tender, bidder has to pass on the benefits to RailTel.
- j. In case of imported equipment: Anti dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- k. Evaluation Criteria: inter se position of the technically and financially evaluated offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.
- l. However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes

Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to RailTel

24. The Bidder should not be blacklisted/debarred/banned/Terminated by any Central Govt./Union Govt./State Govt. / any PSU as on date of submission of the Bid. **A self-declaration to this effect to be submitted by the bidder along with the bid**

TENDERER DATA SHEET**For**

Annual Maintenance of Microwave and UHF Towers of South Western Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region
(Tender No: RCIL-SR-SBC-2023-24-30, dt.12-10-2023)

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)	
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 (if applicable) to be paid online at IREPS website.

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)	<p>The total contract amount received by the tenderer during the last three financial years as per Audited balance sheet should be a minimum of 150% of applied Tender Value of work. Offers not accompanied by Audited balance sheet will not be considered.</p> <p>Please indicate the Annual Turnover for the last preceding Three years duly enclosing the chartered Accountant /Auditor /Authorized certified documentary evidence:</p> <table border="1" data-bbox="337 806 899 1123"> <thead> <tr> <th data-bbox="337 806 618 917">Year</th> <th data-bbox="618 806 899 917">Annual Turnover</th> <th data-bbox="899 806 1170 917">Documentary support at page</th> </tr> </thead> <tbody> <tr> <td data-bbox="337 917 618 982">2020-21</td> <td data-bbox="618 917 899 982"></td> <td data-bbox="899 917 1170 982"></td> </tr> <tr> <td data-bbox="337 982 618 1050">2021-22</td> <td data-bbox="618 982 899 1050"></td> <td data-bbox="899 982 1170 1050"></td> </tr> <tr> <td data-bbox="337 1050 618 1123">2022-23</td> <td data-bbox="618 1050 899 1123"></td> <td data-bbox="899 1050 1170 1123"></td> </tr> </tbody> </table>	Year	Annual Turnover	Documentary support at page	2020-21			2021-22			2022-23				
Year	Annual Turnover	Documentary support at page													
2020-21															
2021-22															
2022-23															
1 (c)	solvency certificate ---deleted														
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 EMD as per item 10 of preamble of Tender document														
4	Additional documents like Affidavit, Power of Attorney, Self-declaration etc.														

Note: copy of experience certificate issued by client along with concerned PO/WO/LOA for technical eligibility and Audited Balance sheet with P&L A/c to be submitted along with online bid to establish credentials.

Place
Date

OFFER LETTER

From

To

Executive Director,
RailTel Corporation of India Limited
Begumpet, Hyderabad

Sub: - Annual Maintenance of Microwave and UHF Towers of South Western Railway on OFC routes of RailTel Corporation of India Ltd., SBC Territory

Ref: Tender Notice No. RCIL-SR-SBC-2023-24-30 Dt.12-10-2023

I/We the undersigned hereby offer to execute the agreement for the above work within fifteen 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) has been paid online at IREPS e-tender portal www.ireps.gov.in and details enclosed

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 15 days after the receipt of notice by the RailTel Corporation that such documents are ready.

I/We do not commence work within 15 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.

Yours Sincerely,

Signature of the Tenderer

Seal of the Tenderer

Place: - Date: -

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, SBC territory has about 18 towers on it's OFC routes of South Western 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 Regional 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 SBC Territory/RailTel for South Western 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, dismantling if faulty and mounting the repaired / new bulbs, holders, Tower Lighting Upgrades/repairs
2.	Visual Inspection (Every Three Months)	<p>Visual inspection of the tower shall be carried out every three months and should cover the following aspects:</p> <ol style="list-style-type: none"> 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, dismantling if faulty and mounting the repaired / new antenna
5.	Antenna alignment	deleted
6.	Tower nut / bolts (Every Six Months)	<p>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.</p> <p>The shear, bearing & tension strength shall be procured from reputed manufacturers by contractor/contracting firm.</p>

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 & level of top of foundations. (Every Six Months)	<p>Verticality of the tower shall be checked every year and corrective 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 relieve 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, as per advise of RailTel Manager)	Deleted
11.	Foundation Strength	Need basis only (if there is any tilt or unusual defect noticed, action to be taken as per clause 4.8.1 & 4.8.2 under para 4.8 "permissible tilt").

12.	Protection Against Lightning (Every Six months)	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.
13.	Soil Investigations	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 nearby 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. on need basis only (if there is any tilt or unusual defect noticed, action to be taken as per clause 4.8.1 & 4.8.2 under para 4.8 “permissible tilt”).
14.	Cleaning (Every Six Months)	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.

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 Hindi or 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 -	Remarks if any
				deleted	

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 / Galvanization: Deleted**K. FOUNDATION STRENGTH**

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

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. The routine maintenance 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.

If the contractor failed to performance of the above i.e., B to N, the bills will not be processed for payment.

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 - **deleted**
 - e) Checking of earthing and its meggaring
 - f) Verticality check and level of top of foundations
 - g) Condition of Painting / Galvanizing and its finishing: Painting **deleted**
 - h) Checking of Strength of foundation – **need basis**
 - i) Checking of protection against lightning
 - j) Checking of soil investigation - **need basis**
 - 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 Territory-in-charge and Southern Regional 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 ED, RailTel

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 ED/RailTel

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.
- 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 for each Zonal Railway (at SC for SC Rly, at SBC for SW Rly), in addition to Maintenance support team visiting site. His contact details (address and mobile number) to be given to Rail Tel Southern Region 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, 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 ED/GM O&M, 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 malfunctioning 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.

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.

- A.** “Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 ad 55 of Indian Railways General Condition of Contract. In order to ensure the same, and application has been developed ad hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by ay Engineer, can created password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Conctract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all alient details of engaged contractual labour & payments made thereof after each wage period.
- B.** “While processing payment of any “On Account Bill” or “Final Bill” or release of “Advances’ or “Performance Guarantee/Security Deposit”, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labouors engaged in connection with this contract and payments made to them during the wage period in Railways’s Shramikkalyan portal at “www.shramikkalyan.indianrailways.gov.in” till _____ Month _____ Year.”

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 Hyderabad. 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 contactor 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 AMC maintenance charges shall be paid in Half-Yearly basis. Payment will be made by RailTel on certification of work associated with each tower by respective RailTel Manager (100% test check), territory nodal official (20% test check) and certification by Territory-in-charge or any other RailTel officer authorized by ED/SR 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 Payment for the painting charges: deleted.
- 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 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.

- 7.5.1. Payment will be made through NEFT/RTGS and Income tax will be recovered from the bill as per Income tax rules in vogue Bills should be submitted with the **following / applicable details printed on bill itself** without which payment will not be arranged

1. Income Tax PAN (if not furnished 20% TDS will be deducted)
2. Service Tax Registration Number (if not furnished ST claim will not be reimbursed – but reverse charge of ST will be deducted as per ST rules)

3. GST registration numbers
 4. WCT – Location, State and percentage of WCT applicable (with a copy of Registration certificate) (if not provided, highest percentage applicable will be deducted)
 5. Bank Account Number
 6. Name of the Bank and branch with full address
 7. IFSC/NEFT CODE of the Bank/Branch
- 7.5.2. Tenderers are requested to submit the formats for RTGS Mandate & Vendors list updating form (enclosed to this tender document) as RailTel utilizing ERP system. For release of any payments (SD by-monthly maintenance charges etc), the tenderer needs to be updated in RailTel's ERP vendors list without which payment cannot be arranged.

7.5.3. Penalty for non execution of maintenance activities: penalty for each activity is tabulated below:

Nature of work	Periodicity	Penalty Proposed (% of annual payment)
Tower Lights	Tower Lights/ Every Month	24% p.a.
Power & Feeder Cable	Every 6 Months	4% p.a.
Tower Nut & Bolts	Every 6 Months	4% p.a.
Earthing System	Every 6 Months	4% p.a.
Verticality check	Every 6 Months	24% p.a.
Missing of Members (Gussets)	Every 6 Months	4% p.a.
Protection Against Lightening	Every 6 Months	4% p.a.
Cleaning	Every 6 Months	12% p.a.
Painting	Deleted	

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.

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 submit 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.
- 7.9.7 If Bank Guarantee submitted by the tenderer towards Security Deposit or Performance Bank Guarantee, 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

Note: if the contractor does not submit the SD & PBG as per terms mentioned above, contract can be terminated with giving one month notice.

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 himself 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 GST 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. Any change in statutory duties/taxes, in position /removal of any duty/taxes shall be to RailTel's account.

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**Tender No: RCIL-SR-SBC-2023-24-30****Name of Work:** Annual Maintenance of Microwave and UHF Towers of South Western Railway on OFC routes of RailTel Corporation of India Ltd., SBC Territory

Sl. No.	Description of work	Q T Y	AMC (Schedule-A)		
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	Q T Y	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)
i	100m +	1	7362.00	7362	176688
ii	80-99m	4	6332.00	25328	607872
iii	60-79m	3	5738.00	17214	413136
iv	40-59m	7	4572.00	32004	768096
v	20-39m	2	4104.00	8208	196992
vi	< 19m	1	2322.00	2322	55728
	Sub Total	18			2218512
	Add: hardship cost for 3 Hill Stations @ 900/- per month listed at Annexure-A for 2 years (3*900*24 months)				64800.00
	Total Amount inclusive of GST@18%				2283312.00
	Contractor quoted Percentage on total value (plus/at par/below)				Shall be filled in IREPS portal only
	Total Contract Value after contractor Percentage in figures				

Note:

1. The above rates are inclusive of all GST @18%.
2. Tenderer should quote single percentage rate on above mentioned total estimated tender value & same percentage rate will be applicable to all SOR items to conclude base rates.
3. 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.
4. Break up of taxes should be shown separately
5. Summary of Maintenance activities & periodicity, towers to be maintained height-wise in South Western Railways is enclosed as list of towers 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
Antenna alignment - deleted	0
Tower Nut/Bolt	6
Other faults	6
Earthing systems	6
Tower Verticality and foundation	6
Foundation strength	need basis
Surge arrestor checking	6
Soil investigation	need basis
Cleaning	6
Cl.5.4 of Work Specifications also to be followed	

Summary of tower population

Tower Height	S.W.Rly area population
100m +	1
80-99m	4
60-79m	3
40-59m	7
20-39m	2
≤ 19m	1
Total	18

Annexure – A**Towers in South Western Railway area**

S.L. No	Location	Tower Height in Mtrs.
1	Bangalore City	40
2	Bidadi	70
3	Malur	80
4	Gudapalli	90
5	Nandi Hills	45
6	Chamundi Hills	48.5
7	Hassan	30
8	Hubli	40
9	Dharwad	80
10	Hospet	30
11	Londa	80
12	Belguam	40
13	Desur	40
14	Kittur	40
15	Chikkodi	70
16	Butramathi	70
17	Castle rock	100
18	Asikere	15

GURANTEE BOND FOR PERFORMANCE GUARANTEE /SECURITY DEPOSIT

(On Stamp Paper of requisite value)

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name 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 **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)**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.

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.

We,.....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.

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

We, the Bank further agree that this guarantee shall be invocable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.).The branch at New Delhi is being advised accordingly.

(indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2022
for

(Indicate the name of the Bank)

Witness

- 1. Signature
Name
- 2. Signature
Name



AFFIDAVIT

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The 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), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com / <https://ireps.gov.in> . I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. 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.
5. **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.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. 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 RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. 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 SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/we above named tender 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:
Date:

****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.**



AGREEMENT

An agreement made this ---- day of ----- 2023 , between RailTel Corporation of India Ltd, a company incorporated under the companies Act 1956 and having its Office at 6th Floor, ‘Gumidelli Towers, Begumpet, Hyderabad (here in after referred as RailTel) of the One part; and M/s ----- (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 South Western 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 South Western Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region in as per the Tender document No. RCIL-SR-SBC-2023-24-30 for Rs.----- (Rupees ----- only) as per copy of Letter of Acceptance (LOA) of open tender issued vide No. ----- dt. -----,2021 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 South Western Railway on OFC routes of RailTel Corporation of India Ltd., SBC Territory in S,W. 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 South Western Railway on OFC routes of RailTel Corporation of India Ltd., SBC Territory in S.W. 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 by Shri _____ {Regional General Manager (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



e-Tendering/Bid Receipt (Online/Offline Activities Explained)

1. Availability of e-Tender Document:

Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com (or) from the e-Tendering portal <https://www.ireps.gov.in>. Printed copy of Tender document will not be sold from RailTel office.

2. Submission of Bids only through online process is mandatory for this Tender

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.ireps.gov.in>, Indian Railways E-procurement system (IREPS). Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc

3. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage - Single Envelope': In this, bidder has to submit the Technical as well as financial bid / Price Bid in single envelope **"ONLINE"**.

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal. The entire bid-submission would be online on IREPS Portal.

RailTel's Contact Person & Designation

Mr. Yakoob Shah, Sr. Manager/SBC
Mobile: 9008046351 E-Mail Id: yakoob.shah@railtelindia.com

4. Broad outline of submissions are as follows:

- I. Submission of Cost of tender (if applicable) and Earnest Money Deposit (EMD)
- II. Submission of digitally signed copy of Tender Documents/Addenda
- III. Tenderer has to submit both Technical and Financial bid as Single Packet
- IV. Online response to Terms & Conditions of Tender.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.

5. Address for communication & document submission:

- i. The bidder is required to submit the following documents online
 - a) **EMD shall be submitted through IREPS Portal.**
 - b) **Cost of tender (if applicable) shall be submitted through IREPS portal**
 - c) **Power of Attorney** on stamp paper in favour of the signatory duly authorizing the signatory shall be submitted (or) as and when requested by RailTel (offline). However, scanned Power of Attorney (POA) must be submitted at IREPS before opening of tender (Online).
 - d) **Notarized Affidavit** on stamp paper in original to be submitted as per clause No. 16.1 (ii) instructions to tenderer's section II chapter I (or) as and when requested by RailTel (offline). But the scanned Affidavit must be submitted at IREPS before opening of tender (online).

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexure during Online Bid-Submission.

6. Submission of Eligibility Criteria related documents

Eligibility criteria related documents viz. Technical & Financial Credential certificates and other documents as applicable shall be scanned and submitted online. **Bids received without submission of eligibility criteria supporting documents will be summarily rejected.**

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

7. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on IREPS Portal <https://www.ireps.gov.in/>.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from IREPS portal, and this should be done well before the deadline for bid-submission.

8. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in/>. For detailed instructions please refer to IREPS Portal.

9. Fax Quotations & Late Tenders: Fax Tender documents and Late/Delayed tenders would not be considered.

10. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

11. **Addenda / Corrigenda:** Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

12. Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above. All clarification shall be responded through email.

13. Bid submission and Opening date

13.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).

- 13.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
- 13.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

14. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.ireps.gov.in>, and go to the User-Guidance Center.

15. Additional Instructions: Please note

For E-Tendering bids /information by bidders is to be submitted "Online" on IREPS's e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder online. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents. All columns should be filled and blank columns if any should be marked as NIL. Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specifications before filling up the Tender Form carefully.

16. Bids received after due date and time shall be summarily rejected and shall not be opened

***** Document End *****

