

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

19वीं मंजिल, ऑरोरा वाटरफ्रंट, जीएन 34/1, ब्लॉक- जीएन, सेक्टर-V,

साल्टलेक, बिधाननगर, कोलकाता-700091, पश्चिम बंगाल

फोन नंबर: 033- 4400-9999, 4404-1499, फैक्स: 033-44041490

RailTel Corporation of India Limited

(A Govt. Of India Enterprise)

EASTERN REGION,

19th floor, Aurora waterfront, GN 34/1, Block- GN, Sector -V,

Salt Lake, Bidhannagar, Kolkata-700091, West Bengal

PH. NO. 033- 4400-9999, 4404-1499, FAX: 033-44041490

खुली ई-निविदा संख्या: रेलटेल/ई-टेंडर/ओटी/ईआर/एचक्यू/2023-24/1460

दिनांक: 10.07.2023

Open e-Tender No: RailTel/e-Tender/OT/ER/HQ/2023-24/1460

Dated. 10.07.2023



“रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड/पूर्वी क्षेत्र के ओ.एफ.सी. मार्गों पर उत्तर पूर्व सीमांत रेलवे के माइक्रोवेव, एम.टी.आर.सी. और यू.एच.ए.फ. टावर्स के 02 (दो) वर्ष के लिए, जो कि उसी दर, नियम और शर्तों पर 01 (एक) वर्ष तक बढ़ाई जा सकती है, के

वार्षिक रखरखाव हेतु अनुरक्षण दल की तैनाती” के लिए

खुली ई-निविदा दस्तावेज

OPEN e-TENDER DOCUMENT FOR THE WORK OF

“Deployment of maintenance team for Annual Maintenance of Microwave, MTRC and UHF Towers of North east frontier Railway on OFC routes of RailTel Corporation of India Ltd., Eastern Region for 02 (two) years extendable by 01 (one) year on same rates, terms & conditions”

ई-निविदा दस्तावेज की कीमत: रुपये 1770/- मात्र (जी.एस.टी.सहित)

Cost of e-Tender Document: Rs. 1770/- only (Incl. GST)

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Chapter-1: Tender Notice

ई-निविदा सूचना संख्या (e-Tender Notice No.) : RAILTEL/e-TENDER/OT/ER/HQ/2023-24/1460, dated 10.07.2023

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल) “रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड/पूर्वी क्षेत्र के ओ.एफ.सी. मार्गों पर उत्तर पूर्व सीमांत रेलवे के माइक्रोवेव, एम.टी.आर.सी. और यू.एच.ए.फ. टावर्स के 02 (दो) वर्ष के लिए, जो कि उसी दर, नियम और शर्तों पर 01 (एक) वर्ष तक बढ़ाई जा सकती है, के वार्षिक रखरखाव हेतु अनुरक्षण दल की तैनाती” के लिए ई-बोलियां (एकल चरण, दो पैकेट प्रणाली) आमंत्रित करता है।

RailTel Corporation of India Ltd. (RailTel) invites e-bids (single stage, two packet system) for “Deployment of maintenance teams for Annual Maintenance of Microwave, MTRC and UHF Towers of North east frontier Railway on OFC routes of RailTel Corporation of India Ltd., Eastern Region for 02 (two) years, extendable by 01 (one) year on same rates, terms & conditions”.

अनुभाग संख्या Section No.	अनुभाग का मुख्यालय HQ of the section	रेलवे जोन Railway Zone	2 वर्षों के लिए अनुमानित निविदा मूल्य (जीएसटी सहित) (₹.) Estimated tender value for 2 years (Including GST) (Rs.)	ईएमडी (सकल मूल्य पर 2% (₹.)) (अगले 100 रुपये तक पूर्णांकित) EMD (2% on gross value (Rs.)) (Rounded off to Next Rs. 100)
Tender No. RailTel/eTender/OT/ER/HQ/2023-24/1460, Dt. 10.07.2023				
4	Guwahati	North East Frontier Railway	1,72,21,621.39	3,44,500.00

a)	i. ई-निविदा प्रकाशन की तिथि/समय Date/Time of publishing of e-Tender	10.07.2023
	ii. दस्तावेज़ डाउनलोड करने की आरंभ तिथि/समय Document downloading start date/Time	10.07.2023 from 17:00 Hrs.
	iii. दस्तावेज़ डाउनलोड करने की अंतिम तिथि/समय Document downloading end date/time	08.08.2023 up to 14:00 Hrs.
	iv. स्पष्टीकरण प्रारंभ दिनांक/समय Clarification start date/time	20.07.2023 from 15:00 Hrs. (Offline)
	v. स्पष्टीकरण समाप्ति तिथि/समय Clarification end date/time	20.07.2023 up to 17:00 Hrs. (Offline)
	vi. बोली जमा करने की प्रारंभ तिथि/समय Bid submission start date/time	10.07.2023 (Online)
b)	बोली जमा करने की अंतिम तिथि/समय Bid submission End date/time	08.08.2023 up to 14:00 Hrs. (Online)
c)	ई-बोलियाँ खोलना Opening of e-Bids	08.08.2023 at 14:30 Hrs. (Online)
d)	ई-निविदा दस्तावेज़ की लागत* Cost of e-Tender Document*	Rs. 1770/- (Incl. GST)
e)	प्रस्ताव की वैधता Validity of Offer	60 days from opening of bids
f)	टीआरडीएस सुविधा उपलब्ध है? TReDS Feature available?	Yes, on m1xchange portal (Url: https://www.m1xchange.com)

*एकल बिंदु पंजीकरण योजना के तहत एनएसआईसी के साथ पंजीकृत लघु उद्योग इकाइयां या उद्योग आधार के तहत एमएसई (सूक्ष्म और लघु उद्यम) के रूप में पंजीकृत इकाइयों को निम्नलिखित छूट उपलब्ध होगी: (ए) उन्हें निविदा दस्तावेज़ की लागत से छूट दी जाएगी। (बी) उन्हें बयाना राशि जमा करने से भी छूट दी जाएगी।

*Small scale units registered with NSIC under single point registration scheme or registered as MSE (micro and small enterprises) under Udyog Aadhar, the following exemption shall be available: (a) They shall be exempted from cost of tender document. (b) They shall also be exempted from depositing Earnest money.

यदि फर्म एनएसआईसी या एमएसई के तहत पंजीकृत है, तो ईएमडी की छूट के लिए एनआईटी के अनुसार समान कार्य क्षेत्र के साथ वैध पंजीकरण प्रमाण पत्र की प्रति जमा करनी होगी। ये छूटें लागू होंगी बशर्ते कि इकाइयां निविदा वाली वस्तु के लिए एनएसआईसी या एमएसई के तहत पंजीकृत हों और पंजीकरण वर्तमान और वैध हो। इन छूटों का दावा करने वाली फर्म को अपने प्रस्ताव के साथ एनआईटी के अनुसार समान कार्य क्षेत्र के साथ वैध पंजीकरण प्रमाण पत्र की प्रति जमा करनी होगी अन्यथा उनके प्रस्ताव पर विचार नहीं किया जाएगा।

In case firm is registered with NSIC or under MSE, copy of valid registration certificate with same scope of work as per NIT for exemption of EMD, is to be submitted. These

exemptions shall be applicable provided units are registered with NSIC or under MSE for tendered item and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as per NIT, along with their offer otherwise their offer would not be considered.

नोट: निविदा सूचना और निविदा दस्तावेज़ रेलटेल की वेबसाइट पर उपलब्ध हैं और इन्हें www.railtelindia.com या eTendering पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को आवश्यक रूप से <https://railtel.enivida.com> से निविदा दस्तावेज़ की एक आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। इस निविदा के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल ई-टेंडरिंग पोर्टल पर पोस्ट किए जाएंगे। निविदा दस्तावेज़ की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी। किसी अन्य माध्यम से प्रस्तुत/भेजी गई बोली स्वीकार नहीं की जाएगी।

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the eTendering portal <https://railtel.enivida.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from <https://railtel.enivida.com>. All future Information viz. corrigendum /addendum/ amendments etc for this Tender shall be posted on the eTendering Portal only. Printed copy of Tender document will not be sold from RailTel office. Bid submitted/sent by any other mode will not be accepted.

बोली लगाने वाले को बोली की तैयारी, प्रस्तुतिकरण/भागीदारी से जुड़ी सभी लागतें वहन करनी होंगी। बोली प्रक्रिया के संचालन या परिणाम की परवाह किए बिना क्रेता किसी भी तरह से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

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.

"ई-बोलीदाता" का अर्थ एक कंपनी या फर्म या एजेंसी है जो इस निविदा में भाग लेती है और ई-बोली जमा करती है (इसके बाद "ई-बोलीदाता" और "ई-बोली" को क्रमशः "बोलीदाता और बोली" के रूप में संदर्भित किया जाएगा।

The "e-bidder" means a Company or Firm or Agency who participates in this tender and submit e-bid (hereafter "e-bidder" and "e-bid" shall be referred as "bidder & bid" respectively.

ई-टेंडरिंग के संबंध में बयाना राशि जमा (ईएमडी) और टेंडर दस्तावेज़ लागत (टीडीसी) का भुगतान केवल नेट बैंकिंग या पेमेंट गेट वे के माध्यम से स्वीकार किया जाएगा। ई-निविदा (ई-टेंडर पोर्टल) पर आमंत्रित निविदा के लिए सावधि जमा रसीद (एफडीआर) ईएमडी के रूप में स्वीकार नहीं की जाएगी।

Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e Tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on eNivida (e-tender portal).

निविदा दस्तावेज़ में उल्लिखित पात्रता मानदंडों को पूरा करना निविदाकर्ताओं के प्रस्ताव पर विचार करने के लिए पूर्व-आवश्यकता है।

Fulfillment of eligibility criteria as mentioned in the tender document is a pre-requisite for consideration of the offer of the Tenderers.

बयाना राशि: -

Earnest Money Deposit: -

संबंधित निविदा अनुभाग के लिए जीएसटी सहित कुल निविदा मूल्य का 2% भुगतान गेटवे/नेट बैंकिंग के माध्यम से रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड पूर्वी क्षेत्र, कोलकाता के पक्ष में बयाना राशि के रूप में जमा किया जाना चाहिए। इस जमा राशि पर कोई ब्याज की अनुमति नहीं है और यदि सफल निविदाकर्ता निविदा के नियमों और शर्तों के अनुसार आवश्यक सुरक्षा जमा जमा करने में विफल रहता है तो रेलटेल कॉर्पोरेशन इस जमा राशि को जब्त करने का अधिकार सुरक्षित रखता है। बयाना राशि के बिना निविदाएं सरसरी तौर पर खारिज कर दी जाएंगी।

A sum of Rs. 2% of total tender value including GST for respective tendered section should be deposited as earnest money in favour of RailTel Corporation of India Ltd. Eastern Region, Kolkata through payment gateway/net banking. 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 Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money will be summarily rejected.

कई अनुभागों के लिए, ईएमडी राशि उनके द्वारा उद्धृत अनुभागों की कुल संख्या के लिए जीएसटी सहित कुल निविदा मूल्य का 2% होगी (रु. 5 लाख से अधिक और रु. 20 करोड़ तक: निविदा के अनुमानित मूल्य का 2%, अधिकतम रु. 20 लाख तक)।

For multiple sections, the EMD amount will be 2% of the total tender value including GST for the total number of sections which he has quoted (Above Rs.5 lakh and Upto Rs. 20 Cr.: @ 2% of the estimated value of the tender subject to Max. Rs.20 Lakh).

पात्रता मापदंड:

Eligibility Criteria:

निविदाकार को पिछले तीन वर्षों (यानी वर्तमान वित्तीय वर्ष और पिछले वित्तीय वर्ष) के दौरान सरकार/पीएसयू/दूरसंचार सेवा प्रदाता के लिए निष्पादित कम से कम एक समान कार्य, जिसकी लागत निविदा कार्य के मूल्य का 35% से कम नहीं होनी चाहिए, सफलतापूर्वक और संतोषजनक ढंग से पूरा करना होगा।

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.

विस्तृत योग्यता मानदंड के लिए, कृपया निविदा दस्तावेज की प्रस्तावना के पैरा 3 को देखें।

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

निविदा दस्तावेज की लागत:

Cost of Tender Document:

ई-टेंडरिंग के संबंध में निविदा दस्तावेज लागत (टीडीसी) केवल नेट बैंकिंग या भुगतान गेट वे के माध्यम से स्वीकार की जाएगी। ई-निविदा (ई-टेंडर पोर्टल) पर आमंत्रित निविदा के लिए सावधि जमा रसीद (एफडीआर) ईएमडी के रूप में स्वीकार नहीं की जाएगी।

Tender Document Cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on e-nivida (e-tender portal).

निविदा सूचना और निविदा दस्तावेज हमारी वेबसाइट www.railtelindia.com पर भी उपलब्ध हैं।
Tender Notice and Tender Document are also available at our website www.railtelindia.com.

RailTel Corporation of India Ltd.

(A Maharatna Category Enterprise)

महाप्रबंधक (संचालन)

General Manager (Operations)

पूर्वी क्षेत्र/कोलकाता

Eastern Region/Kolkata

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

RailTel Corporation of India Limited

Chapter-2

e-Tendering Instructions to Bidders

GENERAL:

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Chapter- 3 of the Tender Document. 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://railtel.enivida.com>**. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e- tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information for submitting online bids on the eNivida Portal may be obtained at: **<https://railtel.enivida.com>**

2A.1 GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal: **<https://railtel.enivida.com/bidderRegistration/newRegistration>** or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs. 2000/-+ Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a bidder. Please note

that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6. Bidder then logs in to the site through the secured log-in by entering their user ID /Password and the password of the DSC /e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id **eprocurement@railtelindia.com** for activation of account.

2A.2 SEARCHING FOR TENDER DOCUMENTS:

9. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
10. Once the bidders have selected the tenders they are interested in, bidder scan pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then bidder may download the required documents / tender schedules, Bid documents etc. Once bidder pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2A.3 PREPARATION OF BIDS:

11. Bidder should take into account any corrigendum published on the tender document before submitting their bid.
12. Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
14. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided

to the bidders. Bidders can use “My Documents” available to them to upload such documents.

15. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

2A.4 SUBMISSION OF BIDS:

- 2A.4.1 Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2A.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- 2A.4.3 Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2A.4.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 2A.4.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2A.4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2A.4.7 Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

2A.4.8 The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

2A.5 **For any clarification in using eNivida Portal:**

2A.5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2A.5.2 Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact e Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288988

Mail id: - eprocurement@railtelindia.com

B-1. RailTel Contact-I (for general Information)

RailTel's Contact Person: Sh. Pooran Singh, Sr. Manager/Tender

Mobile No. 9007044140, E-mail ID: pooransingh@railtelindia.com

B-2. RailTel Contact-II (for general Information)

RailTel's Contact Person: Ms. Deepti Garg, Sr. Manager/O&M

Mobile No. 9007044151, E-mail ID: deeptig@railtelindia.com

Chapter-3

Check List for Tenderer before submission of e-Tender:

1. Read carefully and understand each clause of the Tender Document. Your Special attention is requested on various penalty clauses mentioned in tender documents. Each page of the Tender Document is to be digitally signed and DSC to be attached while submitting tender document online.
2. Submit documents to prove your minimum Technical & Financial Eligibility criteria.
3. Deposit EMD & Tender Document cost (only by payment gateway/ net banking) as listed in Tender Document.
4. Submit documents like Invoices, Cash Memo, Bills etc. in support of possession of vital test equipments/machines. Undertaking to provide vital equipment on awarding the contract.
5. Submit list of Personnel who will be deployed on regular basis for this Maintenance work along with their qualification and experience.
6. Submit complete plan of deploying your maintenance teams indicating their headquarters to achieve the end objective of this Maintenance Tender. Head quarter of maintenance team for each section shall be decided by the RailTel.
7. Please quote a percentage (both in figure & words) 'above/below' the rates given by RailTel.
8. Failure to comply with the above points shall render the offer to be invalid and liable to be rejected.
9. Financial bid has to be submitted in excel format which is attached with the tender document. The bidder has to download the excel sheet, has to fill their quoted rate (in%) in the fillable cell and upload the same in the financial bid only.
10. The financial bid quote should not be mentioned at any stage in the technical bid documents/details.

Signature of Tenderer with Seal

Chapter-4

Preamble

Name of work: - “Deployment of maintenance team for Annual Maintenance of Microwave, MTRC and UHF Towers of North east frontier Railway on OFC routes of RailTel Corporation of India Ltd., Eastern Region for 02 (two) years, extendable by 01 (one) year on same rates, terms & conditions”.

1. Details of section wise location of towers required to be maintained are as follows: -

Section No.	HQ of the section	Railway Zone	Total No. of Towers in the section
1	Guwahati	North East Frontier	86

2. **Last Date of submission of tenders:** The tenders for the e-Tender No. RailTel/e-Tender/OT/ER/HQ/2023-24/1460, dated 10.07.2023, will be received in online system at Indian Railway's e-Tendering Portal <https://railtel.enivida.com> upto 14:00 hrs. IST of Date 08.08.2023 and will be opened at 14:30 hrs. on same day. If the above said day happens to be a holiday, the tender shall be opened on the next working day at the given time

- 2.1. **Percentage Offer:** The tenderers are required to quote percentage rate as “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:

- 3.1 Please refer Chapter-6, page No. 25-26.

3.2 System of Verification of Tenderer's Credentials:

- 3.2.1 The Tenderer shall submit online along with the tender document, documents in support of his/ their claim to fulfil 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 digitally signed by the Tenderer or authorized representative of the Tendering firm. 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.
- 3.2.2 The Tenderer 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 alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A. Non-submission of an affidavit by the bidder shall result in summary rejection of his/ their bid. And it shall be mandatory incumbent upon the Tenderer to identify, state and submit the supporting documents duly self-attested by which they / he qualifying the qualifying criteria is mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of the Tenderer as far as his qualification for the tender is concerned.
- 3.2.3 The RailTel reserve the right to verify all the 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 right of the RailTel thereunder.
- 3.2.4 In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG), and Security Deposit (SD) of contract forfeited and agency barred for doing business with entire RailTel for 5 (five) years.

Annexure-A: Offline Submission

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY e-TENDERER
ALONGWITH THE e-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 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 ofas per the tender No..... of (RailTel Corporation of India Limited/Eastern Region), do hereby solemnly affirm 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 tendered (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 portal **<https://railtel.enivida.com>**. 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 documents. 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 clarify 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 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 the process for evaluation of tenders, it shall lead to forfeiture the 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 EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for 05 (five) years with 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:

Dated:

** The details as appropriate, are to be filled in suitably by tenderer.
Attestation before Magistrate/Notary Public.

RailTel Corporation of India Ltd.
(A Minorana Category I Enterprise)

- 3.3 Minimum Manpower & machinery required:** The tenderer should furnish the details of the Manpower & machinery to be deployed for maintenance of towers.

The minimum required Manpower, machinery is given as under:

1. One Team Manager/ Engineer: B.E. / B. Tech. in Structural Engg.
2. One Electrical Supervisor: Diploma/ITI in Electrical Engg.
3. Minimum Two Riggers per Section.
4. Minimum Two Helpers per section.
5. Communication Gadget with Team Manager/ Engineer.
6. Earth resistance value Tester/Megger
7. Tool Tackle kit & Multimeter for testing of tower lights & electrical connections
8. Minimum one Theodolite per section
9. All sort of wrenches for tightening of nut, bolt & Guy wires
10. GPS Receiver Device for checking of Longitude & Latitude of Towers
11. Minimum Two Tower Climbing Safety Kits

Manpower and equipments should be available with the maintenance teams round the clock as listed above. However, contractor can add more manpower & equipments for speedy maintenance & minimizing downtime without any extra cost implications to RailTel.

No man power or equipment can be changed without prior ascertaining the suitability by the RailTel Engineer & his approval. Each such change shall be pre-reported in writing to Engineer.

4. Validity of the Contract:

The Validity of the contract shall be 2 (two) years from the date of taking up service contract after issue of LOA extendable by further period of 01 (one) one year depending on the performance of the contractor at the same

rate, terms & conditions of the contract. Such extension shall be binding on the contractor. However, the contract may be terminated by RailTel by giving one month's notice in the event the contractor's performance is found to be unsatisfactory or it is decided by RailTel to do away with the maintenance of a particular section or RailTel finds it necessary to amalgamate or re-orient the sections for maintenance.

In case of premature withdrawal (before the completion of the tenure agreed) of the Team by the contractor for any reason whatsoever, the entire Security Deposit as received and Performance Guarantee shall be forfeited by RailTel. Also, in case the premature withdrawal is without at least one month's notice, additionally the maintenance charges for the last two months shall also be forfeited.

5. Awarding /Not awarding contract is the sole discretion of RailTel Corporation of India Ltd. RailTel's decision in choosing the vendors on technical capability shall be final.
6. Cost of the tender document is Rs. 1770/- (Rupees One Thousand Seven Hundred seventy only) including GST. The payment for the cost of the tender document shall be made by online transfer/ Net Banking to RailTel Corporation of India Ltd., account. Cost of the tender document is not refundable under any circumstances. Other forms of payment are not acceptable.
7. The tenderer shall submit along with tender paper, the documentary support for their experience. The tenderer shall 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, which do not comply with these conditions, will be rejected.
8. All offers must be accompanied with Schedule of work along with SOR as well as technical details duly filled in and digitally signed. Unsigned (Digitally) tenders will be not be accepted and will be summarily rejected

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 maintenance of any tower during the period of maintenance, however, payment will be made on pro - rata basis on actual quantity of towers.
10. Earnest Money as indicated in the tender notice for respective section should be paid to RailTel Corporation of India Ltd., through online/Net Banking method. No interest shall be paid on this Earnest Money Deposit and RailTel reserves the right to forfeit this deposit if the successful tenderer fails to submit the Security Deposit required by the Terms and Conditions of the tender. No Bank Draft or bank guarantee for EMD is accepted.
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 rate should be quoted by the Contractor as an all-inclusive price **including GST**, after taking all the event factors into consideration and these should be firm and all-inclusive without any variation clauses. These shall include all taxes & duties etc. as payable under the law of land as also any charges arising under Taxation 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. **The GST will be included in the quoted rates as per prevailing rates.**
13. Maintenance team under Contractor's Manager/Engineer (Structural Engineer) shall be deployed at Guwahati for North East Frontier Railway

towers (Section-4). Contact details (address and mobile number) of Manager/Engineer in-charge (Structural Engineer) of each team shall be intimated to RailTel's Eastern Region 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 60 (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 on the entire work of a section.**
- 17. Submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied, 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 RailTel Corporation reserves the right to reject such tender at any stage.**
- 20. The successful tenderer shall sign an agreement for execution of the work as tendered by him and accepted by RailTel Corporation within 30 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.

- 22.** The maximum number of sections that can be awarded to a contractor is 50% of the number of tendered sections, in case of odd number of tendered sections, number of sections to be awarded should be rounded off to higher side. This clause is not considerable for this tender, as the tender is being floated for only one section.

RailTel Corporation of India Ltd.
(A Minorana Category - I Enterprise)

Chapter-5

TENDERER DATA SHEET:

For the work of

“Deployment of maintenance teams for Annual Maintenance of Microwave, MTRC and UHF Towers of North East Frontier Railway on OFC routes of RailTel Corporation of India Ltd., Eastern Region for 02 (two) years, extendable by 01 (one) year on same rates, terms & conditions”.

Tender No. RailTel/eTender/OT/HQ/2023-24/1460, Dt. 10.10.2023

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 & EMD paid/Deposited to RailTel Corporation of India Ltd., Kolkata through online/ Net Banking vide reference No. : _____ Dated:_____.

Chapter-6

Eligibility Criteria

Sl. No.	Conditions	Enclosed (Yes/No)	Page No
Technical			
1(a)	Tenderer must have completed successfully and satisfactorily at least one work or maintenance of MW/UHF/Cellular towers for a period of at least twelve months, 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. Or Should have erected 5 (five) Microwave/UHF tower (self-supported) having at least height of +35 meter 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.		
Financial			
	The total contract amount received by the tenderer during last three years as per current Audited balance sheet/turnover certificate should be a minimum of 150% of applied Tender Value of work. Offers not accompanied by Audited balance sheet will not be considered. Please indicate the Annual Turnover for the last preceding three years duly enclosing the		

1(b)	Chartered Accountant/Auditor/Authorized Certified documentary evidence:				
	Year	Annual Turnover	Documentary Support at page		
	2021-22				
	2020-21				
	2019-20				
1(c)	Tenderer should produce solvency certificate indicating the amount for 40% cost of the tender value from a nationalized/Scheduled Bank. Offers not accompanied by solvency certificate will not be considered.				
2(a)	The tenderer should produce copy of Latest Income Tax return/PAN Number/GST /CST Registration No. etc.				
2(b)	The tenderer should produce Audited Balance Sheet and Income statement of all the Preceding Three financial years.				
3	The tenderer should make the payment of EMD as per item 10 of preamble of the tender document.				

Place:

RailTel Corporation of India Ltd.

Date:

(Signature of the Tenderer with Seal)

Chapter-7

Offer Letter

From

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

To

Executive Director,
RailTel Corporation of India Ltd,
19th floor, Aurora waterfront, GN 34/1,
Block-GN, Sector –V, Salt Lake,
Bidhannagar,
Kolkata-700091

OFFER LETTER

Sub: Deployment of maintenance teams for Annual Maintenance of Microwave, MTRC and UHF Towers of North East Frontier Railway on OFC routes of RailTel Corporation of India Ltd., Eastern Region for 02 (two) years, extendable by 01 (one) year on same rates, terms & conditions.

Ref: Tender Notice No. RailTel/eTender/OT/ER/HQ/2023-24/1460, Dt. 10.07.2023

I/We the undersigned hereby offer to execute the agreement for the above work within thirty 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 60days 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 to RailTel Corporation of India Ltd., Kolkata vide reference No....., Dated......

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 agreement within 15 days after the receipt of notice by the RailTel Corporation that such documents are ready. I/We do not commence work within 21 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 enclose herewith the following documents in support of my credential:-

1)

- a.
- b.
- c.
- d.
- e.
- f.
- g.
- h.
- i.

2) Name and Qualification of Manager/Engineer (Structural Engineer), supervisor, Technician and tools/ machineries.

- a.
- b.
- c.
- d.
- e.
- f.
- g.
- h.
- i.
- j.
- k.
- l.
- m.
- n.

Yours sincerely.

Signature of the Tenderer

Seal of the Tenderer

Place

Date

Witnessed by:-

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

Chapter-8

Work Specifications

1. Introduction

- 1.1 RailTel is engaged in the business of leasing out bandwidth on commercial basis to Railway and external agencies over RailTel's own OFC (Optical Fibre Communication) network.
- 1.2 RailTel, Eastern Region has about 350 MW/UHF towers on it's OFC routes spread over Eastern Railway, South Eastern Railway, East Coast Railway, East Central Railway, North East Frontier Railway and South East Central Railway.
- 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-B, C & D.
- 1.4 Engineer-in-Charge (EIC) shall mean Territory In-charges of RailTel acting on behalf of Executive Director 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 design, drawings & specifications and conditions of contract as agreed to.

2. JURISDICTION:

List of towers to be maintained over North East Frontier Railway is available at "Annexure- B".

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 of 2(two) years extendable by further period of one year depending on the performance of the contractor on the same 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 MTRC/MW/UHF Towers of RailTel's telecom network jurisdiction mentioned under "Annexure-B".

- 4.1 The tower maintenance work shall consist of cleaning of surrounding of tower base/support, bee hive/honeycomb, vulture nest, snack holes, 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 to the tower for fault localization / rectification. Operative and preventive maintenance of Telecom towers at different locations 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 relevant IS Specification, IS:7205.

The scope of the work is as follows:

Sl. No.	Item	Work involved
1.	Tower light & Maintenance (Periodicity: Once in every 1 Month)	Checking of tower lights, dismantling / repairing / replacement of faulty / defective bulbs, holders, wires, aviation lamp dome cover etc. with new one to make it functional. This includes provision of additional aviation lamp, if required. <u>The faulty tower light should be rectified within 24 Hrs. of complaint.</u> • Only with in first half yearly period after taking over the maintenance by contractor - Cost of materials for additional aviation lamp / repair of existing lamp (including wire, lamp etc.) will be reimbursed by RailTel as per SOR-B Rates. • Guarantee/ Warranty card of replaced/repared items along with third party bills will be submitted by contractor at the time of claim/reimburse. All bills should be verified by concerned section in charge. • Cost of all supplies and maintenance will be borne by contractor from second half yearly onwards. No replacement/repair cost will be reimbursed after cross of first half yearly period.
2.	Tower nut / bolts tightening / greasing and tightening of guy wire	Checking of correct torque of nut bolts & replacing defective / rusted / missing nuts & bolts, if any. Suitable record of tightening of bolts to be kept as per table No. C. Bolts and nuts shall be tightened by using part turn method. Nuts may be tightened by 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

	(Periodicity: Once in every 6 Months)	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 of nuts and bolts shall be in accordance with IS:800. The bolts and nuts shall be procured from reputed manufacturers by contractor/contracting firm. Inspect the condition of the wire ropes (steel guy wire), regularly for any signs that the grease on them is thinning or has washed off completely and keep them well-greased. Similarly, inspect the condition of the winches carefully and re-grease them if necessary. Tighten the guy wire as per standard practice. • Only with in first half yearly period after taking over the maintenance by contractor -Cost of additional material (including nuts, bolts, graphite grease, guy wire etc.) will be reimbursed by RailTel as per SOR-B Rates. • Guarantee/ Warranty card of replaced/repared items along with third party bills will be submitted by contractor at the time of claim/reimburse. All bills should be verified by concerned section in charge. • Cost of all supplies and maintenance will be borne by contractor from second half yearly onwards. No replacement/repair cost
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		will be reimbursed after cross of first half yearly period.
3.	Maintenance of Earthing System (Periodicity: Once in every 6 Months)	Checking the condition of each earth & complete tower Earthing arrangement and to ensure proper maintenance of Earthing arrangement so as to achieve earth resistance values less than one Ohm for each earth. This includes checking of continuity of connections between earth electrode and tower, Testing and preparation of report showing all measurements, Corrective action taken and rectification of the defects, if any, noticed. In case value of earth resistance exceeds one ohms the same should be brought to below one ohm either by treatment of soil or by providing additional earth. • Only with in first half yearly period after taking over the maintenance by contractor - Cost of providing additional earth will be reimbursed by RailTel as per SOR-B Rates. • Guarantee/ Warranty card of replaced/repared items along with third party bills will be submitted by contractor at the time of claim/reimburse. All bills should be verified by concerned section in charge. • Cost of all supplies and maintenance will be borne by contractor from second half yearly onwards. No replacement/repair cost will be reimbursed after cross of first half yearly period.
4.	Verticality Check & level of top of	Verticality of the tower shall be checked on every year and corrective action shall be taken for rectification on the deviation, if any, noticed. The tower shall be vertical all the time and no

	Foundation (Periodicity: Once in every 6 Months)	straining shall be permitted to achieve this. The erection tolerance of verticality shall be within 25 mm for every 9100 mm, subject to over all verticality of tower within 50 mm, corrective action shall be taken to achieve the same. 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 and visibly marked for easy check of verticality. The successful contractor / contracting firm will have to satisfy RailTel authority that verticality of tower is maintained within 50mm o full height of tower at site on two adjacent faces. The maximum deflection of the axis of tower shall not be more than 1/100 from vertical at various levels including the top, under maximum wind and other critical loading conditions.
5.	Painting / Re-Painting/ Galvanizing finishing (Periodicity: Once in the contract period of 5	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. 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 places where galvanized coating has got

	years, but, within first six months after issue of LOA)	removed. No driers such as Litharge or Turpentine are to be used. The practice of mixing kerosene oil with paint is strictly forbidden. Paints shall be of the best quality of synthetic enamel paint, it shall be anticorrosive and withstand exposures to outside conditions. <u>Re-painting will also to be done by contractor, if it is found damaged during contract period.</u> All material required for the work will have to be supplied by the contractor to achieve end objective.
6.	Cleaning at the Tower base & surroundings (Periodicity: Once in every 6 Months)	Cleaning shall consist of cleaning of surrounding of tower base/support, Cleaning of surrounding of Towers and approach road covered by thick vegetation, weeds and plants, making arrangement to reach the towers crossing water logged zones, removing bee hive/honeycomb, vulture nest, snack holes using chemical spray etc. for smooth execution of maintenance work. All material required for the work will have to be supplied by the contractor to achieve end objective.

Instruction for Tower Painting

Painting process consists of: -

- 4.1.1 Cleaning: The tower structure members namely angles, Tees, plates, ladders, racks etc. are galvanized. The dust, dirt grease and rust should be removed by wire brushing and cleared with piece of cloth.
- 4.1.2 Application of the Wash or etch primer: After cleaning the tower members, a first coat of an Etch primer has to be applied to the tower structure members. The Etch primers consist of polyvinyl butyrol phosphoric acid catalyst & Zink chromate base and are supplied separately. They should be mixed before use, as specified ratio of four parts base to one part catalyst or as specified by the manufacturer. The primer is to be applied uniformly to get a very thin and almost invisible coat and every part of the tower structure should be treated with this primer. The subsequent painting of the Zink chromate primer should be commenced within two hours of application of primer. The etch primer once mixed should be used up early.
- 4.1.3 Painting: The first coat of paint should be applied carefully well brushed in to the surface, comers, crevices etc. Painting should be uniform and even. The second coat of paint should be applied 48 hrs. after the application of the first coat. Care should be taken to see that painting is not carried out at the highest time of the day and air pockets should be avoided.
- 4.1.4 Orange and white bands (Day Marking): To confirm to civil aviation regulations the mast shall be painted in alternate bands of international orange and international white terminating with orange at top and bottom. Height of the each band should not be exceeding 6 meters and should not be less than 0.5mtr. The correct shade for the international orange correspondence to ISI shade 592 as given in the Indian Standard Institution publication, Indian Standard colors for ready mixed paint.

- 4.1.5 Special Remarks: 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.
- 4.1.6 No driers such as litharge or Turpentine are to be used. The practice of mixing kerosene oil with paint is strictly forbidden.
- 4.1.7 Paints: Paints should be synthetic enamel of the best quality and anti corrosive and should withstand exposure to outside conditions. They should be of standard quality equivalent to synthetic enamel paints of Shalimar or British paints or Asian paints.
- 4.1.8 Galvanizing, painting & Metal losing.
- 4.1.9 All members and fasteners of tower structure should be galvanized. Galvanizing of members of the tower shall be confirmed to IS 4750. Bolts and fasteners shall be galvanized in accordance with IS 5358. Spring washers shall be galvanized in accordance with IS 1573.
- 4.1.10 Painting: If the member is already galvanized, the surface shall be prepared by etch paint and a primer of ready mixed red oxide with Zink chromate to IS 2074 may be applied. The painting of MW tower including provision of the day marking according to civil aviation regulations have to be done as per above.
- 4.1.11 **Documents to be maintained:** Result of inspection and work carried out shall be recorded systematically in microwave tower inspection register, as per (A), (B), (C), (D), (E), (F), (G), (H) 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. **In the event of failure of contractor to undertake periodical activity/submission of report** penalty will be imposed as detailed in page 60-61 under the head Penalties. In

addition to above, the contractor may add additional formats for maintaining records.

4.2 Microwave Tower Registers:

A GENERAL

SL No.	Description	Observation
1	Location of tower	
2	Longitude	
3	Latitude	
4	Height of tower	
5	Site plan number	
6	Drawing number of tower	
7	Drawing number of foundation	
8	Bench mark	
9	Soil classification and bearing capacity	
10	Completion date of foundation	
11	Completion date of tower (erection)	
12	Date of Inspection / maintenance	
13	Section	
14	Bolts & Nuts with size (for towers)	Numbers
A	40 mm dia (say)	40 (say)

B	32 mm dia	...
C	28 mm dia	...
D	20 mm dia	...
E	16 mm dia	...
		

B TOWER LIGHTS (Once in every 1 month and as & when required)

S. No.	Date of Inspection	Condition of Tower Lights	Date reported defective	Repaired on	Remarks

C NUT/BOLT INSPECTION AND MAINTENANCE (Once on every 6 months)

Date of starting	Date of completion	Panel No.	Total Bolts & Nuts panel wise	No. of bolts found loose and tightened	No. of Nuts & washers found missing & replaced with size	Remarks and signature

					(mm)	

D EARTHING SYSTEM (Once in every 6 months)

Date of Inspection	Earthing No.	Condition of Earth connection at Electrode end	Condition of Earth connection at tower end	Earth Resistance value (ohms)	Work done
	1				
	2				
	3				
	4				

E. SETTLEMENT OF FOUNDATION(Once in every 6 Months)

Date of Inspection	Leg No.	Reference level of top of concrete at the time of commissioning/first inspection of tower	Reference level at the time of subsequent inspection	Remarks
	1			

	2			
	3			
	4			

F. VERTICALITY CHECK OF TOWER(Once in every 6 Months)

Date of Inspection	Deviation from vertical (mm)								Remarks regarding remedial measure
	Along side 1-2				Along side2-3				
	Top	¾	Mid point	¼	Top	¾	Mid point	¼	

G. CORRECTION OF DISTORTION OF MEMBERS/ GUSSETS

(Once in every 6 Months)

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

H. PAINTING / GALVANIZING

(Once in the contract period of 2(two) 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

I. CLEANING AT THE TOWER, BASE AND SURROUNDINGS (Once in every 6 Months)

Sl. No	Date of Inspection	General condition	Remarks	Signature by Officials / Officers

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 *as per the periodicity mentioned against each item as appearing under 4.2 above* (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 relevant 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 (Structural Engineer) along with their Maintenance team shall jointly inspect with RailTel staff/officer as per schedule indicated in Para 4.1 and record their observations in the inspection register jointly. RailTel officials would advice promptly to the contractor / contracting firm, if any immediate remedial action is called for. 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 Earthing and its measurement.
- d) Level of top of foundations
- e) Verticality check
- f) Condition of Painting / Galvanizing and its finishing

4.3.2 Levels of the nominated points on top of foundation for all towers shall be recorded once in a year 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, Railway Board and RailTel on this subject from time to time.

4.4 Bolts and nuts in all towers shall be jointly checked once every year or as and when required.

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 Eastern Regional Office of RailTel.

4.6 INSPECTION OF MTRC/MICROWAVE/UHF 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. Detailed inspection of all the towers shall be done at least once in a year in presence of Manager/Sr. Manager of RailTel.

4.7 ADDITION & 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 be done only after obtaining approval of ED, RailTel.

4.8 PERMISSIBLE TILT

4.8.1 If measurement of the settlement of foundation and on deriving the tilt of the tower if it is found 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 shall be taken by contractor/contracting firm.

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 X L or 10 mm whichever is less, or the member is otherwise distorted, temporary members shall be inserted to relieve the distressed member any complete the rectification by the contracting firm as considered necessary by ED/RailTel.

5 Responsibilities of Contractor while maintaining the towers

5.1(a) 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.

5.1(b) Maintenance support team, while on visit to tower site should wear uniform with RailTel logo. The Contractor to provide cotton uniform (Pant and Shirt set) in grey colour of 220 GSM (with RailTel logo in both front and back) including florescent green safety jacket (with RailTel logo in both front and back) within 30 days of joining of maintenance team. Failing which penalty will be imposed as "Rs. 50 (excl. GST) per person per day" and deduction will be started from the initial bill.

It is to be noted that RailTel Logo should be embroidered properly in each of the dress and safety jacket of team members. Details should be maintained as specified below:

Sl. No	Uniform description	Logo dimension to be maintained	To be embroidered on
1	Grey color dress	5" wide & 5" tall	Left sleeve of uniform
2	Florescent green safety jackets	i) 5" wide & 5" tall for front side ii) 8" wide & 8" tall for back side	i) in front, logo to be embroidered in Left Chest ii) in back, logo to be embroidered in Upper Back Centre

RailTel logo color and style should be exactly same as shown in RCIL's letterhead.

Cost of all supplies will be borne by contractor.

- 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** Maintenance team under Contractor's Manager/Engineer shall be deployed at Guwahati for North East Frontier Railway towers. Contact details (address and mobile number) of Manager/Engineer in-charge of each team shall be intimated to RailTel's Eastern Region office within 14 days from the date of issue of Letter of Acceptance.
- 5.4** In case of damage / disturbances due to heavy rains/heavy wind/cyclone, etc. restoration to be done, to the extent possible, within provisions of maintenance agreement, however, if such damage/disturbance, requires additional work like replacement of damaged tower member, fitting arrangements, aviation lamps, Earthing, 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. **In the event of failure of contractor to complete the work, penalty will be imposed as detailed in page 60-61 under the head Penalties.**

- 5.5** First time initial joint inspection will be done by RailTel and contractor's representative within 02 month of issue of LOA and if any tower is found in unmaintainable condition shall be notified by contractor and will not be included in the schedule. Thereafter, maintenance of the balance tower including safety of structure will be responsibility of the contractor. A declaration shall be obtained to this effect from the contractor. Failure / delay of the contractor in maintenance of tower and to undertake periodical activity/submission of report, penalty will be imposed as detailed in page 60-61 under the head Penalties.

- 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 accepted rate.

RailTel also reserves the right to add or delete the number of towers to be maintained for any section. However, payment will be made on pro-rata basis on the accepted rate.

- 5.7** THE CONTRACTOR shall be responsible for making an arrangement for deployment of adequate maintenance equipment and manpower at each maintenance location so as to complete all maintenance works given in schedule in time. This includes testing, measuring, provision of 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 in maintenance work 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 it is deemed that all incidental costs have been included in the contract price for 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 at his own cost.
- 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/Territory in charge, 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 deployed by him shall not move or trespass to areas other than the site(s) required for the execution of the work. The contractor is responsible for the safety of team members while executing the work in the Railway areas. 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 of Railway assets. Contractor may be penalized for careless / improper working in Railway premises.
- 5.15** The works must be carried out most carefully without any deviation as mentioned 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 return back all the documents 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 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 authorize 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 of 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. **In case of premature withdrawal (before the completion of the tenure agreed) of the Team by the contractor for any reason whatsoever, the entire Security Deposit and Performance Guarantee shall be forfeited by RailTel. Also in case the premature withdrawal is without at least one month's**

notice, additionally the maintenance charges for the last two months shall also be forfeited.

**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 Labour (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 RailTel 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 majeure.

6.5 SETTLEMENT OF DISPUTE AND ARBITRATION

6.5.1 Any dispute or difference whatsoever arising between the parties out of or relation 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 or 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 Kolkata. 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 one year from the date of completion of the contract.

7 PAYMENT TERMS:

Payment against maintenance work will be made as follows:

SOR item no.	SOR item	Periodicity of activity	Payment terms
1.	Tower light maintenance as per the scope of work	One in every 1 month	Half-yearly basis

2.	Tower nut/bolts tightening / greasing and tightening of guy wire as per the scope of work	Once in every 6 months	Half-yearly basis
3.	Maintenance of Earthing System as per the scope of work.	Once in every 6 months	Half-yearly basis
4.	Verticality check and level of top of foundations as per the scope of work	Once in every 6 months	Half-yearly basis
5.	Repainting / Painting, Galvanizing as per the scope of work.	Once in 2 years, within 1 st 6 months of the acceptance of LOA	90% of value After completion of work 10% of value One year after completion of work

6.	Cleaning at the Tower base and surroundings	Once in every 6 months	Half-yearly basis
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- 7.1** Payment will be made by RailTel on certification of work associated with each tower by respective AM/DM/MGR (100% test check), Manager/Sr. Manager/AGM nominated by territory-in-charge (20% test check) and certification by Territory-in-charge or any other RailTel officer authorized by ED/ER RailTel.
- 7.2** Maintenance charges will made to the CONTRACTOR as indicted above, subject to submission of reports as per scope of work in the prescribed format.
- 7.3** **It may please be noted that painting/galvanizing is to be done only once in the contract period of 2 (two) years and the same should be done within 6 months of the issue of LOA, failing which bill for first 6-month period will not be admitted.**
- 7.4** Along with the half yearly 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 in prescribed format.
 2. Any other Recovery for contractor's fault.
 3. All statutory deductions in terms of Para 8.5 & 8.6 will be made
 4. Wage, EPF, ESI, Pension etc. details updated & downloaded from Shramik Kalyan portal, duly signed & stamped by contractor's authorized person.
 5. Good quality colour Photo of Tower, base and surroundings taken during half yearly period of maintenance.

7.5 Price Variation: Price Variation will not be allowed during the validity of contract.

7.6 No advance payment will be made.

7.7 Security Deposit

7.7.1 On receipt of the letter of LOA, successful tenderer shall be required to deposit a sum amounting to 5% of the total gross 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.

7.7.2 The amount for Security Deposit to be paid in the form of online transfer/ Bank Draft or Deposit Receipt.

In case, no SD has been received from the contractor, then EMD value will be adjusted against the total SD recoverable as said above and balance SD will be deducted from running on A/c bill @ 10% of bill value till it equals the balance SD receivable.

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

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

7.8 CONTRACT PERFORMANCE GUARANTEE (CPG)

7.8.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee within 30 days 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 3% of the total gross contract value.

7.8.2 The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued before signing of the agreement. The agreement should normally be signed within 30 (thirty) days after issue of LOA and Performance Guarantee should also be submitted within this time limit.

Extension of time for issuance & submission of PG beyond 30 days and up to 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15 % per annum of the amount of PG shall be charged for the period of delay beyond 30 days i.e. 31st day after date of issue of LOA till the date of issue of PG.

The Instruments for Performance Guarantee should be valid for two months beyond the warranty period (Clause 6.6).

7.8.3 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.

7.8.4 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.

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

7.8.6 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.

Note:

- 1) 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 note 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.

RailTel' Bank Account Details are given as under:

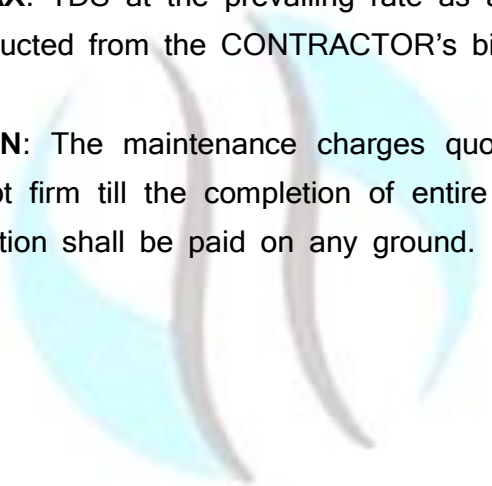
Bank: Union Bank of India,
A/C No.: 401601010519491
IFSC Code: UBIN0540161
Branch: Camac Street Branch
Address: 1/1, Camac Street, Ground Floor,
Kolkata, West Bengal, PIN-700016

- 2) Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".

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, across details, on-route RailTel's maintenance bases etc, by visiting the sites and collecting first hand information before submission.
- 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:** TDS at the prevailing rate as applicable from time to time shall be deducted from the CONTRACTOR's bills as per Income Tax.
- 8.6** **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.



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Chapter-9

Penalties

Failure/delay of the contractor in maintenance of tower, failure to undertake Periodical activity / submission of report will attract penalty, details are as under:

SN	Description of deficiencies	Penalty (Excl. GST)
1.	Non-availability of the Team Manager/ Engineer	Rs. 1,000/- per day
2.	Non-availability of Electrical Supervisor	Rs. 500/- per day
3.	Non-availability of Communication Gadget with Team Manager/ Engineer	Rs. 500/- per day
4.	Non-availability of any Vital Equipment with team	Rs. 1,000/- per day
5.	Non-completion of initial joint inspection of all the towers of the entire section within 02 month from the date of issuance of LOA.	Rs. 10,000/- per fortnight or part thereof
6.	Non-repairing/replacement of tower lights/ Aviation Lamp within 01 month inspected faulty at the time of initial joint inspection	Rs. 500/- per day per Tower
7.	Non attending failure of Tower light/Aviation lamp within 24 hrs. of inspection/ complaint during maintenance contract period	Rs. 500/- per day per tower
8.	Non-repairing/ providing new Earth of tower within 06 months inspected faulty at the time of initial joint inspection	Rs. 1,000/- per day per tower
9.	Failure to complete Tower nut / bolts tightening / greasing and tightening of guy wire every 6 months period	Rs. 500/- per day per tower

10.	Non measurement of Earth resistance & non- rectification/ providing new Earth every 6 months period	Rs. 1000/- per day per Tower
11.	Non completion of verticality check & Level of top of foundation / submission of report and corrective action for rectification every 6 months period	Rs. 5,000/- per tower per fortnight or part thereof
12.	Non completion of painting /galvanizing within six months of issuance of LOA	Rs. 10,000/- per tower per fortnight or part thereof
13.	Non-repainting of the tower within 01 month after it has been found & complained that the paint has been damaged due to poor quality/workmanship during entire maintenance contract period	Rs. 10,000/- per tower per fortnight or part thereof
14.	Non-cleaning of Tower, base, surroundings, approach road, water logged zones in every 6 month.	Rs. 500/- per day per tower
15	Non-providing of uniform and Florescent green Safety Jackets (with RailTel logo in both front and back) within 30 days of joining of team	Rs. 50 per person per day after 30 days of joining of maintenance team

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Chapter- 10**Schedule/Scope of Works, Periodicity & Estimated Rates**

**Tender No. RailTel/eTender/OT/ER/HQ/2023-24/1460, Dt.
10.07.2023**

Name of Work: Deployment of maintenance teams for Annual Maintenance of Microwave, MTRC and UHF Towers of North East Frontier Railway on OFC routes of RailTel Corporation of India Ltd., Eastern Region for 02 (two) years, extendable by 01 (one) year on same rates, terms & conditions

Section No.: 4

Railway Zone: North East Frontier Railway

Section HQ: Guwahati

Sl. No.	Description of work	Nos. of towers	Total no. of job	Estimated unit Rate per tower per month (Rs.) (Excl. GST.)	Total Estimated Amount for 2 years (Rs.) (Excl. GST)
1	Tower Light & maintenance as per the scope of work (Periodicity: Once in every 1 month and as & when required)				
a)	Tower height 100 + mtr.	6	144	1050.48	151269.45
b)	Tower height 80 – 99 mtr.	12	288	865.27	249197.16
c)	Tower height 60 -79 mtr.	8	192	743.63	142777.36
d)	Tower height 40 – 59 mtr.	31	744	555.66	413408.82

e)	Tower height 20 – 39 mtr.	29	696	370.43	257818.45
	Total	86			1214471.25
Sl. No.	Description of work	Nos. of towers	Total no. of job	Estimated unit Rate per tower per 6 month (Rs.) (Excl. GST)	Total Estimated Amount for 2 years (Rs.) (Excl. GST)
2	Tower nut/bolts tightening /greasing and tightening of guy wire as per the scope of work (Periodicity: Once in every 6 months)				
a)	Tower height 100 + mtr	6	24	12622.45	302938.77
b)	Tower height 80 – 99 mtr.	12	48	10399.83	499192.05
c)	Tower height 60 – 79 mtr.	8	32	8907.03	285025.12
d)	Tower height 40 – 59 mtr.	31	124	6684.42	828868.17
e)	Tower height 20- 39 mtr.	29	116	4461.81	517569.55
	Total	86			2433593.65
Sl. No.	Description of work	Nos. of towers	Total no. of job	Estimated unit Rate per tower per 6 month (Rs.) (Excl. GST)	Total Estimated Amount for 2 years (Rs.) (Excl. GST)
3	Maintenance Earthing System as per the scope of work (Periodicity: Once in every 6 months)				
a)	Tower height 100 + mtr.	6	24	6302.94	151270.45
b)	Tower height 80 – 99 mtr.	12	48	5191.62	249197.82
c)	Tower height 60 -79 mtr.	8	32	4461.81	142777.81
d)	Tower height 40 – 59 mtr.	31	124	3333.91	413405.4
e)	Tower height 20 – 39 mtr.	29	116	2222.61	257823.25
	Total	86			1214474.73
Sl No.	Description of work	Nos. of towers	Total no. of job	Estimated unit Rate per tower per 6 month (Rs.) (Excl. GST)	Total Estimated Amount for 2 years (Rs.) (Excl. GST)

4	Verticality check and level of top of foundations as per the scope of work (Periodicity: Once in every 6 months)				
a)	Tower height 100 + mtr.	6	24	12622.45	302938.77
b)	Tower height 80 – 99 mtr.	12	48	10399.83	499192.05
c)	Tower height 60 -79 mtr.	8	32	8907.03	285025.12
d)	Tower height 40 – 59 mtr.	31	124	6684.42	828868.17
e)	Tower height 20 – 39 mtr.	29	116	4461.81	517569.55
	Total	86			2433593.65
Sl. No	Description of work	Nos. of towers	Total no. of job	Estimated unit Rate per tower per 02 year (Rs.) (Excl. GST)	Total Estimated Amount for 2 years (Rs.) (Excl. GST)
5	Re-painting/ painting, Galvanizing as per the scope of work (Periodicity: Once in 2 Year)				
a)	Tower height 100 + mtr.	6	6	126224.47	757346.84
b)	Tower height 80 – 99 mtr.	12	12	103998.36	1247980.29
c)	Tower height 60 -79 mtr.	8	8	89070.36	712562.91
d)	Tower height 40 – 59 mtr.	31	31	66844.23	2072171.28
e)	Tower height 20 – 39 mtr.	29	29	44618.11	1293925.07
	Total	86			6083986.38
Sl. No	Description of work	Nos. of towers	Total no. of job	Estimated unit Rate per tower per 6 month (Rs.) (Excl. GST)	Total Estimated Amount for 2 years (Rs.) (Excl. GST)
6	Cleaning at the Tower, base & surroundings (Periodicity: Once in every 6 months)				
a)	Tower height 100 + mtr.	6	24	6302.94	151270.45
b)	Tower height 80 – 99 mtr.	12	48	5191.62	249197.82
c)	Tower height 60 -79 mtr.	8	32	4461.81	142777.81
d)	Tower height 40 – 59 mtr.	31	124	3333.91	413405.40

e)	Tower height 20 – 39 mtr.	29	116	2222.61	257823.25
	Total	86			1214474.73
Total Amount Excluding GST (Rs.)					14594594.40

Total Amount Including GST (Rs.)	17221621.39
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Financial Bid Format

Sl. No.	Item Description	Unit	Quantity	Estimated Rate Incl. GST (Rs.)	Rate quoted: At Par/ ____% Above/ ____% Below
1	Deployment of maintenance teams for Annual Maintenance of Microwave, MTRC and UHF Towers of North East Frontier Railway on OFC routes of RailTel Corporation of India Ltd., Eastern Region for 02 (two) years, extendable by 01 (one) year on same rates, terms & conditions	Year	2	1,72,21,621.39	At Par/ ____% Above/ ____% Below (Shall be filled & submitted online in eNivida portal only)

- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have digitally signed the tender document in confirmation thereof.
- (3) Above quoted rates are inclusive of all applicable taxes.

Signature of tenderer/s

Chapter-11

SOR-B Rates

Sr. No.	SOR-B Item	Unit	Rate (Excl. GST)
1	8 watt complete Aviation Lamp with LED Bulb & Holder	No.	9,00/-
2	8 Watt LED Bulb for Aviation Lamp	No.	150/-
3	Outer Cover of 8WattAviation Lamp with Holder	No.	750/-
4	Holder of 8WattAviation Lamp	No.	100/-
5	8 Watt CFL Bulb	No.	150/-
6	4 mm Single core Electrical Wire	Mtr.	70/-
7	4 mm Double core Electrical Wire	Mtr.	125/-
8	4 mm Triple core Electrical Wire	Mtr.	200/-
9	5 Amp. MCB	No.	350/-
10	15 Amp. MCB	No.	500/-
11	New whole Electrical Earthing	Job	12,000/-
12	New whole Chemical Earthing	Job	10,000/-
13	Earth Pit Cover	No.	500/-
14	Lightening Arrestor	No.	500/-

15	GI Strip to connect Lightening Arrestor	Mtr.	80/-
16	3 Pin Plug (5 Amp.)	No.	70/-
17	3 Pin Socket (5 Amp.)	No.	70/-
18	Electrical Switch Board	No.	200/-
19	Premium long-life Grease	Kg.	375/-
20	GI Pipe (25 mm Diameter) including socket	Mtr.	225/-
21	Flexible Pipe	Mtr.	50/-
22	Nut, Bolt etc. (Different sizes)	No.	As per actual
23	Any other material (Guy wire etc.)	Mtr.	As per actual

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Summary of Maintenance activities & periodicity

Schedule No.	Maintenance activity	Periodicity in Months
1	Tower lights Maintenance	Once in every 1 month and as & when required
2	Tower nut / bolts tightening / greasing and tightening of guy wire	Once in every 6 months
3	Maintenance of Earthing systems	Once in every 6 months
4	Tower Verticality and foundation Test	Once in every 6 months
5	Painting/ Re-painting / galvanizing	Once in the contract period of 2 (two) years, but, within first 6 months after issue of LOA
6	Cleaning at the Tower, base & surroundings	Once in every 6 months

Summary of tower population

Tower Height	NF Rly. Population	Total
100m +	6	6
80-99m	12	12
60-79m	8	8
40-59m	31	31
20-39m	29	29
Total	86	86

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Chapter-13

LIST OF TOWERS

Annexure-B

Sr. No.	Station	Tower Height Range (Mtr.)	RLY Zone	Type of Tower	O&M Section HQ
1	JORAI	20-39	NF	GBT	APDJ
2	SAMUKTALA	20-39	NF	GBT	APDJ
3	NEW BANESWAR	20-39	NF	GBT	APDJ
4	PUNDIBARI	20-39	NF	GBT	APDJ
5	HATWAR	20-39	NF	GBT	KIR
6	DALKHOLA	20-39	NF	GBT	KIR
7	LUMDING	20-39	NF	GBT	LMG
8	AZAMNAGAR RD	20-39	NF	GBT	MLDT
9	HARISCHANDRAPUR	20-39	NF	GBT	MLDT
10	OLD MALDA	20-39	NF	GBT	MLDT
11	KAITHALKUCHI	20-39	NF	GBT	NBQ
12	TIHU	20-39	NF	GBT	NBQ
13	PATHSHALA	20-39	NF	GBT	NBQ
14	CHAPRAKATA	20-39	NF	GBT	NBQ
15	BASUGAON	20-39	NF	GBT	NBQ
16	SALAKATI	20-39	NF	GBT	NBQ
17	FAKIRAGHAM	20-39	NF	GBT	NBQ
18	CHAUTARA	20-39	NF	GBT	NBQ
19	GOSSHAINGAON HALT	20-39	NF	GBT	NBQ

20	ALTAGRAM	20-39	NF	GBT	NJP
21	AMBARI FALAKATA	20-39	NF	GBT	NJP
22	PANJIPARA	20-39	NF	GBT	NJP
23	SALBARI	20-39	NF	GBT	NJP
24	MANGURJAN	20-39	NF	GBT	NJP
25	GAISAL	20-39	NF	GBT	NJP
26	NEW ALIPUR	20-39	NF	GBT	APDJ
27	ULUBAM	20-39	NF	GBT	GHY
28	HAFLONG TOWN	20-39	NF	GBT	HLF
29	BADARPUR	20-39	NF	GBT	LMG
30	KAMAKHYAGURI	40-59	NF	GBT	APDJ
31	NEW COOCHBEHAR	40-59	NF	GBT	APDJ
32	GHOKSADANGA	40-59	NF	GBT	APDJ
33	GUWAHATI	40-59	NF	GBT	GHY
34	AGTHORI	40-59	NF	GBT	GHY
35	MALIGAON	40-59	NF	GBT	GHY
36	KURETHA	40-59	NF	GBT	KIR
37	SUDHANI	40-59	NF	GBT	KIR
38	SURJAKAMAL	40-59	NF	GBT	KIR
39	TELTA	40-59	NF	GBT	KIR
40	LAVA	40-59	NF	GBT	KIR
41	SAMSI	40-59	NF	GBT	MLDT
42	EKLAKHI	40-59	NF	GBT	MLDT
43	SARUPETA	40-59	NF	GBT	NBQ
44	BARPETA	40-59	NF	GBT	NBQ
45	SORBHOG	40-59	NF	GBT	NBQ

46	BIJNI	40-59	NF	GBT	NBQ
47	KOKRAJHAR	40-59	NF	GBT	NBQ
48	DHUPGURI	40-59	NF	GBT	NJP
49	JALPAIGURI RD	40-59	NF	GBT	NJP
50	BELAKOBA	40-59	NF	GBT	NJP
51	NIJBARI	40-59	NF	GBT	NJP
52	DUMDANGI	40-59	NF	GBT	NJP
53	ALUABARI RD	40-59	NF	GBT	NJP
54	CHANGSARI	40-59	NF	GBT	RNY
55	BAIHATA	40-59	NF	GBT	RNY
56	NALBARI	40-59	NF	GBT	RNY
57	KAMAKHYA	40-59	NF	GBT	GHY
58	HASANGAJU	40-59	NF	GBT	HLF
59	JATINGA CROSSING	40-59	NF	GBT	HLF
60	NEW HARANGAJAO	40-59	NF	GBT	HLF
61	FALAKATA	60-79	NF	GBT	APDJ
62	FURKATING	60-79	NF	GBT	JRT
63	BARSOI	60-79	NF	GBT	KIR
64	KUMEDPUR	60-79	NF	GBT	MLDT
65	BHALUKA RD	60-79	NF	GBT	MLDT
66	KISHANGANJ	60-79	NF	GBT	NJP
67	NEW JAIPAIGURI	60-79	NF	GBT	NJP
68	TINSUKIA	60-79	NF	GBT	TSK
69	SMIT	80	NF	GBT	LMG
70	LAOPANI	80	NF	GBT	LMG
71	HAWIPUR	80	NF	GBT	LMG

72	NAILALUNG	80	NF	GBT	LMG
73	SRIRAMPUR	80-99	NF	GBT	APDJ
74	KATIHAR	80-99	NF	GBT	KIR
75	NEW MAYNAGURI	80-99	NF	GBT	NJP
76	BHOJO	80-99	NF	GBT	TSK
77	DIBRUGARH	80-99	NF	GBT	TSK
78	MORIANI	80-99	NF	GBT	TSK
79	NAOJAN	80-99	NF	GBT	TSK
80	RADHADISA	80-99	NF	GBT	HLF
81	ALIPURDUAR	100	NF	GBT	APDJ
82	SIMALGURI	100	NF	GBT	JRT
83	NEW BONGAIGOAN	100	NF	GBT	NBQ
84	RANGIYA	100	NF	GBT	RNY
85	THAKURGANJ	100	NF	GBT	NJP
86	RANGAPAHAR	100	NF	GBT	LMG

Summary : -	No. of Towers
100+	6
80-99	12
60-79	8
40-59	31
20-39	29
Total	86

Note: Height of Tower indicated may vary, however payment will be made on the basis of actual height of Tower, to be recorded during joint inspection.

Signature of the Tenderer with Seal

Chapter-14

INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF CONTRACT (GCC)

INDEX

PARA	SUBJECT
1.	GENERAL INSTRUCTIONS
2.	INTERPRETATIONS
3.	LOCAL CONDITIONS
4.	COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS &DRAWINGS
5.	EARNEST MONEY
6.	SUBMISSION OF OFFERS
7.	UNIT PRICES
8.	VALIDITY OF OFFER
9.	RATES DURING NEGOTIATION
10.	OPENING OF TENDER
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12.	ERRORS, OMISSIONS & DISCREPANCIES
13.	WRONG INFORMATION BY TENDERER
14.	QUALIFYING CRITERIA
15.	SYSTEM PERFORMANCE GUARANTEE
16.	EVALUATION OF OFFER
17.	AGREEMENT
18.	TENDERER'S ADDRESS
19.	SETTLEMENT OF DISPUTES/ ARBITRATION

1. GENERAL INSTRUCTIONS

- 1.1 Tender is invited by the Executive Director/Eastern Region on behalf of M/s RailTel Corporation of India Limited, Kolkata for the work as defined in preamble para 1.
- 1.2 The Preamble, Instructions to Tenderers and Conditions of Tendering, Scope of work, Description of work & SORs, all Annexure & Forms and Corrigendum & Addendum etc, if any, shall, hereafter, be collectively referred to as the "Tender Document".

2. INTERPRETATIONS

The following terms wherever occurring in the tender Document and wherever used throughout the execution of the contracts, shall, unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

"CONTRACT" Means the Contract resulting from the acceptance by the Executive Director of this Tender whether in whole or in part.

"CONTRACTOR" Means the successful Tenderer, i.e. the Tenderer whose Tender has been accepted either in whole or in part.

"CONTRACTOR's REPRESENTATIVE" Shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized for any work specified in the Contracts. He shall be responsible for proper execution of contracts.

"MONTH" Means any consecutive period of thirty days.

"MATERIALS" Means all equipments, tools, special aids, plants and

testing equipments and appliances for execution of contract.

“PoP” Means point of presence i.e. A place or premises where any telecom equipment is placed.

“RailTel” Means M/s. RailTel Corporation of India Ltd, 19th floor, Aurora waterfront, GN 34/1, Block-GN, Sector -V, Salt Lake, Bidhannagar, Kolkata-700091 (complete address of the Executive Director to be furnished)

“Section” Means the areas to be taken up by the Contractor for execution of maintenance work and other maintenance related work given in the tender document.

ENGINEER shall mean a RailTel employee who is responsible for maintenance carried out in particular section by maintenance team.

ENGINEER-IN-CHARGE (EIC) shall mean a Sr. Manager/AGM/DGM of RailTel, 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.

“BLOCK SECTION” Means the distance along the railway track between two consecutive Railway stations.

"TENDERER" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.

"WORK OR WORKS" Means all or any of the items of the

work for which the Tenderer /Contractor has Tendered/contracted according to the specifications, drawings and Annexure hereto annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Engineer during the progress of the contracted work.

"WRITING" Includes all matters written, typewritten or printed either in whole or in part.

3. LOCAL CONDITIONS

3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract before quoting .The Executive Director shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the Executive Director on account of any local condition or factor.

3.2 The intending tenderer is advised to study the tender document carefully before quoting. Any submission of a bid by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof . These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any

reference.

- 3.3 Should a tenderer find discrepancies in, or omission from the drawings or any of the Tender document or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all tenderers.

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

- 4.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case, the Tenderer shall enclose a separate statement indicating only the deviations for any clause or sub-clause of Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The Executive Director reserves the right to accept or reject these deviations and his decision thereon shall be final.

- 4.2 The Services offered shall be in accordance with the drawings and specifications & conditions of the contract.

- 4.3 Contractor should give details of contract carried out giving details of the name of the contract, date of award, length of the section, value of the contract, the original execution period and the actual execution time taken. This will be supported by a user certificate.

- 4.4 The tenderer should provide information about the compliance of various clauses / sub clauses / paragraphs (when tenderer plans to give separate compliance of each paragraph or sub clause) of tender document

5. EARNEST MONEY

- 5.1 The tenderer shall furnish an amount as given in Preamble as earnest money in favour of RailTel Corporation of India Limited for each tendered section that he wants to quote for.

- 5.2 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 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 a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.

- 5.3 The Earnest Money receipt shall be incorporated in the original copy of the tender document. Other copies of the offer shall contain true copies of Earnest Money receipt. The Earnest Money should be furnished through net banking in favour of M/s RailTel Corporation of India Limited, Eastern Region, Kolkata.

- 5.4 The earnest money may be forfeited under the following circumstances.

- 5.4.1 If tenderer withdraws its tender during the period of tender validity specified in Preamble

5.4.2 In case of successful tenderer, if the tenderer fails to sign the contract in accordance with relevant para of Preamble and to furnish Security Deposit in accordance with relevant clause of preamble .The earnest money of unsuccessful tenderer will save as herein before provided, 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.

5.5 If the tender is accepted, the amount of Earnest Money will be held as security deposit as per relevant para of Preamble of tender document for due and faithful fulfillment of contract.

5.6 The tender not accompanied by Earnest Money as mentioned in Tender Notice above or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will be summarily rejected & EMD will be forfeited.

5.7 The Security Deposit shall be released as per relevant clause of preamble.

5.8 For NSIC/MSE registered firm

5.8.1 For Small Scale Units registered with NSIC/MSE under single point registration scheme and participating in this tender, following exemptions shall be available

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

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

These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

5.8.2 Micro and Small Enterprises (MSEs):

- i. Micro and Small Enterprises (MSEs) registered with NSIC or any other body specified by Ministry of MSME is exempted from submission of the following: (i) They shall be exempted from submission of cost of tender document (ii) They shall be exempted from submission Earnest Money Deposit.
- ii. MSEs claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents These exemptions shall be applicable provided firms are registered with NSIC/MSME registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate otherwise their offer would not be considered.
- iii. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility

- iv. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- v. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- vi. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss or profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

6. SUBMISSION OF OFFERS

- 6.1 The offer in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.
- 6.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working

day.

6.3 The offer shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.

6.4 All copies of the tender papers shall be digitally signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.

6.5 RATES IN FIGURES & WORDS:

- i) All percentage prices having a bearing on the quoted price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken into consideration.
- ii) In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.
- iii) In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

6.6 ATTESTATION OF ALTERATION:

No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be

rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

6.7 Submission of tender BID will be done as per relevant para of Preamble.

7. UNIT PRICES:

Unit prices should be quoted in Indian Rupees by the tenderer after taking all the relevant factors into consideration and these should be Firm and all including of GST without any variation clauses. The prices shall be quoted in rupees for the units under metric system.

8. VALIDITY OF OFFER

The tenderer should keep the offers valid for the period as mentioned in "Preamble".

9. RATES DURING NEGOTIATION

The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of 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/s.

10. OPENING OF TENDER:

Tenderer's Bid will be opened online at the time & date of opening of the tender given in relevant para of preamble in presence of such Tenderers/Authorized Representatives who choose to be present.

11. NON-TRANSFERABILITY AND NON-REFUNDABILITY

The tender documents are not transferable. The cost of tender paper is not refundable.

12. ERRORS, OMISSIONS & DISCREPANCIES

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the Engineer In-charge without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

13. WRONG INFORMATION BY TENDERER

If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender forfeiting his EMD. Also, if the wrong information leads to release of any wrong payment, the contract will be cancelled and Security deposit will be forfeited.

14. QUALIFYING CRITERIA

For qualifying in tenderers bid shall be required to meet the eligibility requirements as given in relevant para of preamble.

15. SYSTEM PERFORMANCE GUARANTEE

The Contractor shall give unqualified and unconditional guarantee that the maintenance team deployed by him will achieve desired

objective, If he needs to depute any additional Man, Machine & Material to achieve desired objective, no extra payment shall be made to the contractor. Amount as defined in the preamble will be held towards the same.

16. EVALUATION OF OFFER

The tenders received will be evaluated by the Authorized representative of RailTel as per eligibility & evaluation criteria given in the tender document.

However, the RailTel 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 document.

17. AGREEMENT

The successful tenderer/s shall be required to sign an agreement with the representative of RailTel for carrying out the work according to the tender documents within 15 days as indicated in relevant para of preamble

18. TENDERER'S ADDRESS

Tenderer shall state in the tender his postal address fully and clearly. Any *communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the

tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post and will be dealt as per relevant para of preamble

19. SETTLEMENT OF DISPUTES/ ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope of work, operation, rates, penalties or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 as amended and the award made in pursuance thereof shall be binding on both the parties. The venue of such arbitration or proceedings thereof shall be at New Delhi.

All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

The arbitral Tribunal shall consist of the sole arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakh. If the value of claim or amount under dispute is more than 10 lakhs, the matter shall be referred to the adjudication of arbitral council. CMD/RailTel Corporation of India Limited shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may

be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this agreement so far as they are reasonable able to do so.



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RAILTEL

RailTel Corporation of India Ltd.

(A Mini-ratna Category - I Enterprise)

Chapter-15

SPECIAL CONDITIONS OF CONTRACT

I N D E X

PARA	SUBJECT
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- | | |
|-----|--|
| 1. | TENDER DOCUMENTS |
| 2. | AGREEMENT |
| 3. | CONTRACT PERFORMANCE GUARANTEE (SECURITY DEPOSIT) |
| 4. | CONTRACTOR'S OFFICE |
| 5. | PROGRAMME OF WORK. |
| 6. | COMPETENT SUPERVISORS |
| 7. | TEST & MEASURING INSTRUMENTS AND SPECIAL TOOLS ETC |
| 8. | STORES TO BE SUPPLIED BY CONTRACTOR |
| 9. | SPARES |
| 10. | QUALITY ASSURANCE |
| 11. | INSPECTION OF MAN, MACHINE & MATERIALS |
| 12. | SUBLETTING AND ASSIGNMENT |

13. EXECUTION OF WORK
14. MAINTENANCE OF WORKS
15. CLEARANCE OF SITE
16. WARRANTY SUPPORT
17. INFRINGEMENT OF PATENTS
18. LABOUR LICENCE & COMPLIANCE WITH LABOUR, INDUSTRIAL & ENVIRONMENTAL LAWS
19. DEFAULTS AND DELAYS
20. LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS
21. CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES
22. UNIT PRICES
23. TERMS OF PAYMENTS
24. FINAL SETTLEMENT
25. TAXES
26. INSURANCE FOR WORKMEN & MATERIALS
27. FORCE MAJEURE CLAUSE

28. SETTLEMENT OF DISPUTE AND ARBITRATION

29. TERMINATION OF CONTRACT



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1. TENDER DOCUMENTS

- 1.1 The services and quality required, bidding procedure and contract terms and conditions are prescribed in the tender documents. The set of tender documents issued for the purpose of bidding includes following together with Corrigendum and Addendum, if any.

Section-I: I) Preamble.
II) Checklist & tender notice
III Introduction, scope of work
...

Section-II: I) Instructions to tenderers and conditions of
II) tendering. Special conditions of contract
III) Forms, proformas & Drawing of Tender

- 1.2 If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer the various works/Contracts coming under the purview of the contract shall be governed by tender documents.
- 1.3 Any special conditions stated by the Tenderer in the covering letter submitted along with the tender shall be deemed to be a part of the Contract to such extent only as have been explicitly accepted by the RailTel.

2. AGREEMENT

The successful Tenderer shall, within 15 days after having been called upon by notice to do so, be bound to execute an agreement based on accepted rates, terms and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed. The form for agreement is referred as Form no. 2.

3. CONTRACT PERFORMANCE GUARANTEE (Security Deposit)

3.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer shall deposit an amount to RailTel as defined as per relevant para of preamble rounded off the nearest whole number towards payment of Security Deposit for due fulfillment of the contract .

3.2 Details as to how SD will be deposited and released are given in the preamble.

4. CONTRACTOR'S OFFICE

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post and will be dealt as per relevant para of preamble

5. PROGRAMME OF WORK

5.1 The Contractor shall have necessary resources to execute the work/contract so that the entire work is completed within three year period as mentioned in the relevant para of preamble from the date of issue of Letter of Acceptance of the tender.

5.2 Contractor has to commence work within 21 days from the date of issue of Letter of acceptance.

- 5.3 The Contractor shall be held responsible for the execution of the work/contracts according to the various clauses of the Technical specifications, instructions/ drawings etc. as per tender conditions. Failure to comply with any of these will be dealt with as per provision laid down in Conditions of Tendering.
- 5.4 The contractor will program his work/contract in such a manner so as not to interfere in the working telecom circuits and movement of trains.

6. COMPETENT SUPERVISORS

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

7. TEST & MEASURING INSTRUMENTS AND TOOLS ETC.

The CONTRACTOR shall be totally responsible for the calibration & functionality of test equipment to be used at site as per laid down procedure in tender document.

8. STORES TO BE SUPPLIED BY CONTRACTOR

All materials required for the execution of the contract shall be arranged and supplied by the Contractor so as to realize the end objective.

9. SPARES

The tenderer shall keep spare man, machine and material to achieve the end objective of work. This will be on the own cost of contractor.

10. QUALITY ASSURANCE

Quality of service to be performed should be to entire satisfaction of RailTel, in case the services are not found up to the mark or failure to execute the work as per terms & conditions of the contract, RailTel will get the work done from other sources at contractor's cost.

11. INSPECTION OF Man, Machine & Work

The Executive Director or his representative may inspect and test the various portions of the work / contract at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, machine & workmanship or design in comparison to what is called for in the specification. Periodicity will be as defined in The Tender Document.

12. SUBLETTING AND ASSIGNMENT

The contractor shall not sub-contract whole or any part of the work.

13. EXECUTION OF WORK

All the works/Contract shall be executed in strict conformity to the provisions of the contract document and with such explanatory detailed drawings, specifications and instructions as may be approved from time to time based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the

specifications and as per sound industrial practices and to the entire satisfaction of the RailTel.

14. MAINTENANCE OF WORKS /CONTRACTS

The maintenance of section is to be done as per the laid down terms and conditions in the contract agreement to achieve the end objective of the contract

15. CLEARANCE OF SITE

At the end of the work at each location the Contractor shall as a part of his Contractual obligation, leave the section completely neat and clean.

16. WARRANTY

16.1 All material supplied/used and the work done by the contractor shall be guaranteed for 12 months against the defective manufacture/workmanship, within warranty period from the date of rectification. The cost of work and material under warranty found to be defective will be recovered from the SD.

17. INFRINGEMENT OF PATENTS:

(a) The Contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without prior consent in writing of the owner of such patents, drawings, patterns or trade marks except where these are specified by the Executive Director himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively

by the Contractor. The Contractor shall advise the Executive Director or its representatives of any proprietary rights that may exist on such processes, drawings or patterns which he may use of his own accord.

- (b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Executive Director or its representatives the right to repair by himself for services covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him for carrying out the repair work. In the event of infringement of any patent rights due to above action of the Executive Director, he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

18. LABOUR LICENSE and COMPLIANCE WITH LABOUR, INDUSTRIAL & ENVIRONMENTAL LAWS

- 18.1 The Contractors are required to produce license as enjoined in the Government of India Contract Labour (Regulation and Abolition) Act (1978) with latest amendments, if any. The Contractor shall at its expense, ensure due compliance with all applicable and governing Industrial, environmental and Labour Laws, Rules, Regulations and Bye-laws both of the Central and State Govt. and all other local authorities and shall keep RailTel harmless and indemnified in respect thereof. The CONTRACTOR shall ensure due compliance with the provisions of the relevant minimum Wages Act, payment of Wages, Contract Labour (Regulations & Abolition) Act, Employees Provident Fund Act and other industrial and environmental

laws in force and provide any related information to RailTel as and when required.

18.2. A Contractor is to abide by the provisions of payment of wages act & minimum wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website '**www.shramikkalyan.indianrailways.gov.in**'. Contractor shall register his firm /company etc. and upload requisite details of labour and their payment in 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 shramik Kalyan 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 any Engineer, can create 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 Acceptances (LoA/ Contract Agreements) on Shramik Kalyan 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 reflection 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 Shramik Kalyan Portal on monthly basis.

- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.

18.2.B While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advance' or 'Performance Guarantee/ Security Deposit' contractor shall submit a certificate to the Engineer or Engineer's representative that "I have uploaded the correct details of contract labour engaged in connection with this contract and payment made to them during the wage period in Railways' Shramik Kalyan Portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year.

19. DEFAULTS AND DELAYS

The Contractor shall execute the work with due diligence and expedition, keeping to the proper maintenance. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Rail Tel's engineer in connection with the work or contravene the provision of the Contract or the progress of work lags persistently behind the time schedule due to his neglect, the contract will be terminated as per the condition given in the SCC.

20. LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS

In the event of any loss or damages to RailTel and other parties on account of execution and/or completion of the work or any part thereof by the contractor, He may become defaulter and penalties shall be borne by Contractor itself as per various clauses defined in the tender document.

21. CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES

21.1 Whenever any claim or claims for payment arises out of or under the contract against the contractor, the Executive Director or its representatives shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part thereof .The contractor shall be charged a penalty as defined in tender document. .

21.2 The Maximum Liability of contractor to any Loss/Damages to RailTel including Liquidity Damages and Performance Bond shall be limited to 100% of Value of contract.

22. UNIT PRICES

22.1 The prices quoted by the Tenderer shall include the prices of Man, Machine & materials including all other charges. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc. as applicable and also the charges, if any, levied by the RailTel.

22.2 **TAXES, DUTIES, LEVIES ETC:** The quoted prices shall be including GST till the completion of the contract and the CONTRACTOR shall not be eligible for any compensation on any account. Any change in GST rates shall be paid as per actual.

22.3 The prices quoted in the contract shall be inclusive of all other taxes i.e. Income tax, custom duty, local levies, levied by any statutory authority, GST TDS, Labour Cess, or any other tax, incl. GST. The tenderer will indicate the details of taxes included in the unit price. The rate of GST applicable on the basic rates should also be mentioned.

23. TERMS OF PAYMENT

23.1 All bills shall be submitted to the authority concerned in Regional Office of RailTel.

23.2 Even though the maintenance charges are worked out on a monthly basis. The CONTRACTOR shall be paid once in six months the maintenance charges for six months period subject to submission of certificates during the particular period jointly signed by RAILTEL & contractor representatives.

23.3. The amount payable against the maintenance charges is dependent upon the certification of works done within prescribed time period & Penalties on account of delay etc.

23.4 **ON ACCOUNT PAYMENT FOR Submission of documents: Along with the bill for payments for the respective sections, the documents as defined in tender document must be submitted duly certified by the RailTel's representative.**

23.5 The penalty imposed on account of various reasons/slippages in accordance with the conditions stipulated in this document may go up to 50% of six-monthly billed amount for the billing period. In case an agency is repeatedly touching the maximum level of penalty in consecutive billing periods, it will be treated as defaulter and contract terminated (The idea is to discharge the work in accordance with the contract efficiently rather than having major lapses and keep paying penalty repeatedly).

23.6 GST related clauses:

- 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 duty, GST (CGST, SGST, IGST, UTGST etc.). The offer should be inclusive of packing, forwarding, freight upto destination, insurance charges etc.
- b. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/ SGST/ IGST/ UTGST incase 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 gross rates, but there shall be break up 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 of tender including extensions if any and the bidder there upon 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 the 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 for receipt of tender, bidder has to pass on the benefits to RailTel.
- j. In case the successful tenderer is not liable to be registered under CGST/ IGST/UTGST/SGST act, the RailTel shall deduct the applicable GST from his/their bills under Reverse charge Mechanism(RCM)and deposit the same to the concerned Tax Authority.

24 FINALSETTLEMENT

Security Deposit and PBG shall be returned to the contractor as per relevant paras of preamble.

25. TAXES

- 25.1 The Contractor and all personnel employed by him shall pay such taxes like Income Tax, Labour Cess etc as are payable under statutory laws of India and the RailTel WILL NOT ACCEPT any liability for the same.

25.2 Deduction of Income Tax at source, Labour Cess, GST as per provisions of Finance Act and Income Tax in force shall be made from the Contractor/Sub-Contractor and the amount so deducted may be credited to the Central Government.

25.3 Wherever the law makes it statutory for the Executive Director or its representatives to deduct any amount towards Tax on Works Contract, the same will be deducted and remitted to the concerned authority.

26 INSURANCE OF MATERIALS

The Contractor shall take out and keep in force a Policy or policies of Insurance for all machine & materials including RailTel supply materials/equipments.

26.1 The Contractor should, however, insure the stores brought to HQ, site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act enforce from time to time.

26.2 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the completion of the contract.

26.3 For the purpose of enabling the contractor to take the insurance cover in connection with this contract, the Executive Director or its representatives will advise the approximate price of all the RailTel supply materials to the Contractor.

27. FORCE MAJEURE CLAUSE

If at any time, during the continuance of this Contract, there are

delays or some jobs are not performed, which are on account of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, lockouts, any statute, statutory rules / regulations, order of acquisitions issued by any Government Department or Competent Authority etc. or acts of God, then such delays or non-completion of jobs will not be counted as non-performance of the contract & will also not attract attendant penalties.

28. SETTLEMENT OF DISPUTE AND ARBITRATION

28.1 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 arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

28.2 All arbitration proceedings shall be conducted in English. Recourse against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

29. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

29.1 If the Contractor should:

- (i) become bankrupt or insolvent
- (ii) If contractor, subcontract whole or any part of the work.

- (iii) Abandon the contract
- (iv) Persistently disregard the instructions of the RailTel's Engineer or contravene any provision of the contract, or
- (v) fail to provide man , machine & material and/or carry out the works as per contractual specifications,
- (vi) Is a defaulter as per relevant clause of condition of contract.
- (vii) promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,
- (viii) 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, repeated slippages and payment of penalty thereof or for any other cause deemed reasonable.

then and in any of these said cases, the Engineer on behalf of the RailTel may serve the Contractor with a 30 days notice in writing to that effect terminate the contract.

29.2 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. Full security deposit will be forfeited in such case of termination.

The contractor shall be debarred from participating in the tender for executing the balance work.

29.3 Contractors defaulting in one section and having their contract terminated will not be allowed to participate in RailTel's next O & M tender for a period of 3 years in any of its regions.

29.4 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :

In the event of any or several of the courses, referred to above, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any Man, Machine & materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) The Engineer shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have

been executed, and to retain the employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

- (c) The RailTel shall not be liable to pay to the Contractor any moneys on account of the contract until the satisfactorily completion of work duly verified by RailTel representative. The Contractor shall have no claim to any payment of compensation or otherwise how sever on account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of termination of the contract.

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(A Minorana Category I Enterprise)

Chapter-16

Formats

1. Format for Certificate of Initial Joint Inspection

Tender No:

LOA No:

Firm's Name:

Sr. No.	STATION	Date of Inspection	Height of Tower (mtrs)	Type of Tower	Railway/ Division	State	Longitude & Latitude	Condition of Tower (Maintainable/ Unmaintainable)

Sr. No.	Scope of Work	Status (Ok/ Not Ok)	Required Work	No. of Jobs Required	Material Required	Instruction	Remarks	Any other Information
1	Tower Light Maintenance							
2	Tower Nut bolt Tightening							
3	Maintenance of Earthing System							
5	Settlement of Foundation							
5	Verticality Check							
6	Correction of Distortion of member/ gussets							
7	Tower Painting/Galvanizing							
8	Cleaning of Tower, base, surroundings & approach road							

Certified that: -

1. The Work executed is as per drawing and specifications.
2. The quantities indicated in the measurement sheet are actually executed at site.

Checked & Verified By

Contractor Sign.

RailTel Section In-charge Sign.

Sign of SM/AGM/TM of RailTel



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RAILTEL

RailTel Corporation of India Ltd.

(A Minorana Category - I Enterprise)

2. Format for Certificate of work for Tower Light Maintenance

Tender No:

LOA No:

Firm's Name:

Name of the Work:

Sr. No.	Date of Inspection	STATION	Height of Tower (mtrs)	Type of Tower	Railway/ Division	State	Condition of Tower light	Date of Repair of Tower Light	Material used	Remarks

Certified that: -

1. The Work executed is as per drawing and specifications.
2. The quantities indicated in the measurement sheet are actually executed at site.

**Checked & Verified
By**

**Contractor
Sign.**

RailTel Section In-charge Sign.

**Sign of SM/AGM/TM of
RailTel**

RailTel Corporation of India Ltd.
(A Minorana Category I Enterprise)

3. Format for Certificate of work for Tower Nut Bolt Tightening

Tender No:

LOA No:

Firm's Name:

Name of the Work: -

Sr No.	Date of Inspection	S T A T I O N	Heigh t of Towe r (mtrs)	Typ e of To w er	Railw ay/ Divisi on	Sta te	Stat us	Tower nut/bolts tightening/ greasing & tightening of guy wire Details	Actu al Date of work done	Mate rial used	Rem arks

Certified that: -

1. The Work executed is as per drawing and specifications.
2. The quantities indicated in the measurement sheet are actually executed at site.

**Checked &
Verified By**

**Contractor
Sign.**

**Section In-charge
Sign.**

**Sign of SM/AGM/TM of
RailTel**

4. Format for Certificate of work for Maintenance of Earthing System

Tender

No:

LOA No:

Firm's

Name:

Name of the

Work:

S r. N o.	Date of Inspection	STA TION	Height of Tower (mts)	Type of Tower	Rail way / Division	State	No. Of Earthing	Earth resistance value (ohms)	Condition of earth connection at electrode end	Condition of earth connection at tower end	Status of Earth	Material Used for repairing of Earth	Remarks
							1						
							2						
							3						
							4						

Certified

that: -

1. The Work executed is as per drawing and specifications.
2. The quantities indicated in the measurement sheet are actually executed at site.

**Checked &
Verified By**

**Contract
or Sign.**

**Section In-
charge Sign.**

**Sign of SM/AGM/TM
of RailTel**

5. Format for Certificate of work for SETTLEMENT OF FOUNDATION

Tender No:

LOA No:

Firm's
Name:

Name of the
Work:

Sr. No.	Date of Inspection	STATION	Height of Tower (mtrs)	Type of Tower	Railway/ Division	State	Leg No.	Reference level of top of concrete at the time of commissioning/ first inspection of tower	Reference level at the time of subsequent inspection	Action taken	Remarks
							1				
							2				
							3				
							4				

Certified

that: -

1. The Work executed is as per drawing and specifications.
2. The quantities indicated in the measurement sheet are actually executed at site.

**Checked &
Verified By**

**Contractor
Sign.**

**Section In-
charge Sign.**

**Sign of SM/AGM/TM
of RailTel**

6. Format for Certificate of work for Verticality Check

Tender

No:

LOA No:

Firm's

Name:

Name of the

Work:

Sr . N o.	Date of Inspection	STA TION	Heigh t of Tow er (mtrs)	Typ e of To we r	Rail wa y/ Divi sion	Sta te	Deviation from Vertical axis (mm)								Rema rks Regar ding reme dial meas ures
							ALONG SIDE 1-2				ALONG SIDE 2-3				
							T O P	3/ 4	HA LF	1/ 4	T O P	3/4	HA LF	1/4	

Certified

that: -

1. The Work executed is as per drawing and specifications.
2. The quantities indicated in the measurement sheet are actually executed at site.

Checked &
Verified By

Contractor
Sign.

Section In-
charge Sign.

Sign of SM/AGM/TM of
RailTel

7. Format for Certificate of work for CORRECTION OF DISTORTION OF MEMBERS/ GUSSETS

Tender

No:

LOA No:

Firm's

Name:

Name of the

Work:

Sr . No.	Date of Inspe ction	STAT ION	Hei ght of To wer (mt rs)	Typ e of To we r	Rail way/ Divis ion	St at e	Pa nel No .	Me mbe r / Joint No.	Len gth	Devi ation from strai ghtn ess	Act ion tak en	Mater ial Used	Re mar ks

Certified

that: -

1. The Work executed is as per drawing and specifications.
2. The quantities indicated in the measurement sheet are actually executed at site.

**Checked &
Verified By**

**Contractor
Sign.**

RailTel Corporation of India Ltd.

**Section In-
charge Sign.**

**Sign of SM/AGM/TM
of RailTel**

8. Format for Certificate of work for Tower painting/ GALVANIZING

Tender No:

LOA No:

Firm's Name:

Name of the Work:

Sr. N o.	Date of Inspection	STATION	Height of Tower (mtrs)	Type of Tower	Railway/ Division	State	Repainting/ Painting, Galvanising work started on	Repainting/ Painting, Galvanising work Completed on	Material Used	Remarks

Certified

that: -

1. The Work executed is as per drawing and specifications.
2. The quantities indicated in the measurement sheet are actually executed at site.

**Checked & Verified
By**

**Contractor
Sign.**

**Section In-charge
Sign.**

**Sign of SM/AGM/TM of
RailTel**

**9. Format for Certificate of work for CLEANING AT THE TOWER BASE
AND SURROUNDINGS**

Tender No:

LOA No:

Firm's Name:

Name of the Work:

Sr. N o.	Date of Inspecti on	STATI ON	Heig ht of Tow er (mtr s)	Type of Tow er	Railwa y/ Divisio n	Stat e	Condition of Tower, base, Approach Road and Surroundi ngs	Date of Cleani ng	Mater ial used	Rem arks

Certified

that: -

1. The Work executed is as per drawing and specifications.
2. The quantities indicated in the measurement sheet are actually executed at site.

**Checked & Verified
By**

**Contractor
Sign.**

**Section In-charge
Sign.**

**Sign of SM/AGM/TM of
RailTel**

10. GUARANTEE BOND FOR PERFORMANCE GUARANTEE

(On Stamp Paper of Rs. One Hundred)
(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 and regional office at RailTel Corporation of India Ltd, 19th floor, Aurora waterfront, GN 34/1, Block-GN, Sector –V, Salt Lake, Bidhannagar, Kolkata-700091

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 Performance Guarantee/ 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 Kolkata (indicate detail address of local Kolkata 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.

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 (Date of validity of BG). 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.

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 invokable at our place of business at/Kolkata (indicate detailed address of local Kolkata Branch with code no.). The branch at Kolkata is being advised accordingly.

We,.....(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 2023.

For.....

(Indicate the name of the Bank)

Witness:

1. Signature
Name

2. Signature
Name

11. AGREEMENT

An AGREEMENT made this _____ day _____ of _____ Year, between RailTel Corporation of India Limited, having its registered office at Plate A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and regional office at RailTel Corporation of India Ltd, 19th floor, Aurora waterfront, GN 34/1, Block-GN, Sector -V, Salt Lake, Bidhannagar, Kolkata-700091 (with full address.....), acting in the premises through Executive Director or his successor _____ of M/s. RailTel Corporation of India Limited, Eastern 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 **Deployment of maintenance teams for Annual Maintenance of Microwave, MTRC and UHF Towers of North East Frontier Railway on OFC routes of RailTel Corporation of India Ltd., Eastern Region for 02 (two) years extendable by 01 (one) year on same rates, terms & conditions**[Name of Work]as per Tender Document at **Annexure 'B'** hereto the Contractor has submitted a Tender here to and whereas the said Tender of the Contractor has been accepted for _____

_____ [**Name of Work**]

as per copy of **Letter of Acceptance No.** _____ **dated** _____ of **Tender No.** _____ **dated** _____

(**Tender Notice date**) complete with enclosures at the accepted rates and agreed deviations from Tender Papers as per **Annexure-C** hereto and at an estimated contract value of Rs. _____ (Rupees _____ Only).

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'A' , 'B' hereto and upon such supply, execute and performance to the satisfaction of the purchaser and the purchaser shall pay to the Contractor at the rates accepted as per the said Annexure 'A' and in terms of the provisions therein.

In the witness where of the parties have hereunto 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.

RailTel Corporation of India Ltd.

The contractor within named in the presence of: (Enterprise)

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 _____ (Director / Projects or his
successor) in the presence of:-

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

Annexure 'A': Copy of Letter of Acceptance

Annexure 'B': Performance Bank Guarantee

Annexure 'C': Tender Document

Proforma- A

Proforma for providing uniform & safety guard to maintenance team members:

(To be submitted along with first half yearly bill only)

Sl. No	Name	Designation	Uniform & florescent green safety jacket (with RailTel logo in both front and back) (Yes/No)	Provided on (Date)	Signature of team member

Signature of RailTel
Engineer with seal

Signature of Contractor

Verified By (RailTel Section in charge at HQ of Team)

RailTel Corporation of India Ltd.

(A Minorana Category - I Enterprise)