

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

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

CIN No: U64202DL2000GOI107905

TENDER DOCUMENT

FOR

THE WORK OF

“Deployment of OFC Maintenance Team for Preventive Maintenance and upkeep of associated gears / equipment for 2 years & extendable by 1 year on same terms and conditions”

ओएफसी केबल नेटवर्क के रखरखाव और संबंधित गियर/उपकरणों के रखरखाव के लिए 2 वर्ष की अवधि के लिए रखरखाव टीमों की तैनाती और समान नियमों और शर्तों पर एक वर्ष तक बढ़ाई जा सकता है।

Tender No. RailTel/e-Tender/OT/SR/HQ/2023-24/12-15

Download of Tender document and submission of offer at e-tender portal: <https://railtel.enivida.com>

Submission of offers

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

(EMD, UDYAM, Technical & Financial Eligibility documents, Manpower details, Equipment details, and Affidavit submission).

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RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

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

e-TENDER NOTICE / ई-निविदा सूचना

Tender No. RailTel/e-Tender/OT/SR/HQ/2023-24/12-15

Date: 22-07-2023

RailTel Corporation of India Ltd. invites e-bids from the established and reliable contractors with proven experience for the work of "Deployment of maintenance teams for maintenance of OFC cable network and upkeep of associated gears/equipment for a period of 2 year and extendable by one year on same terms & conditions" as detailed below:

ओएफसी केबल नेटवर्क के रखरखाव और संबंधित गियर/उपकरणों के रखरखाव के लिए 2 वर्ष की अवधि के लिए रखरखाव टीमों की तैनाती और समान नियमों और शर्तों पर एक वर्ष तक बढ़ाई जा सकती है

Tender No.	Sectional HQ	Section Details	Length of Sec. (KM)	Estimated Tender Value for 24 months incl. GST @18%	EMD in Rs.
		Please refer Annexure-A			

Note: City Access network will also be maintained by the maintenance team which will be up to around 15 % of total section length without any additional cost

नोट: सिटी एक्सेस नेटवर्क का रखरखाव भी रखरखाव टीम द्वारा किया जाएगा जो बिना किसी अतिरिक्त लागत के कुल सेक्शन लंबाई का लगभग 15% होगा।

Details of sections which are being tendered is as enclosed / जिन अनुभागों की निविदा की जा रही है उनका विवरण संलग्न है

a)	Tender Document available for download / निविदा दस्तावेज डाउनलोड के लिए उपलब्ध	22-07-2023
b)	Last date & time for submission of the queries/ प्रश्नों को जमा करने की अंतिम तिथि	07-08-2023 at 15-00 hrs
c)	Last date and time for submission of tender documents & online offers/ निविदा दस्तावेज & ऑनलाइन ऑफ़र जमा करने की अंतिम तिथि और समय	14-08-2023 at 15:00 hrs
d)	Opening date and time of tender documents / निविदा दस्तावेजों के खुलने की तिथि और समय	14-08-2023 at 15.30 hrs.
e)	Validity of offer / ऑफ़र की वैधता	60 days from the date of opening of tender. निविदा खुलने की तिथि से 60 दिन।

f)	Web address for availability of tender document / निविदा दस्तावेज की उपलब्धता के लिए वेब पता	Detailed tender notice and tender document https://railtel.enivida.com also available at our website www.RailTelindia.com विस्तृत निविदा सूचना और निविदा दस्तावेज https://railtel.enivida.com हमारी वेबसाइट www.RailTelindia.com पर भी उपलब्ध है।
g)	Bidders are requested to submit all e-tender related documents / supporting copies along with all necessary formats duly filled at https://railtel.enivida.com only. No offline bids allowed. बोलीदाताओं से अनुरोध है कि वे सभी ई-निविदा संबंधी दस्तावेज/समर्थन प्रतियाँ सभी आवश्यक प्रारूपों के साथ विधिवत भरे हुए https://railtel.enivida.com पर ही जमा करें। कोई ऑफ़लाइन बोली की अनुमति नहीं है।	

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

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

*** Note / ध्यान दें:**

1. Firms registered with UDYAM under Ministry of MSME are exempted from submission of cost of tender (if applicable) & EMD and no other exemptions will be given & EMD / 1. एमएसएमई मंत्रालय के तहत उद्यम के साथ पंजीकृत फर्मों को निविदा की लागत (यदि लागू हो) और ईएमडी जमा करने से छूट दी गई है और कोई अन्य छूट नहीं दी जाएगी
2. Firms claiming for the above exemptions under UDYAM, have to submit supporting documents as per clause no 5.8 (Sec.II – Instructions to the contractor) without which their offers will be considered as invalid and liable for rejection / 2. उद्यम के तहत उपरोक्त छूट का दावा करने वाली फर्मों को खंड संख्या 5.8 (अनुभाग II - ठेकेदार को निर्देश) के अनुसार सहायक दस्तावेज जमा करने होंगे, जिसके बिना उनके प्रस्तावों को अमान्य माना जाएगा और अस्वीकृति के लिए उत्तरदायी होगा।
3. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process / बोलीदाता को बोली तैयार करने, प्रस्तुत करने/बोली में भाग लेने से संबंधित सभी लागतों को वहन करना होगा। बोली प्रक्रिया के आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए खरीदार किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा

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

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

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

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

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

Sd/-

Asst.GM/Co-ord/SR

सहायक महाप्रबंधक/समन्वय /एसआर

RailTel Corporation of India Ltd.,

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड



Annexure-A**Details of sections for which tenderer has to quote**

Tender No.	Sectional HQ	Section Details	Length of Sec. (KM)	Estimated Tender Value for two year incl. GST @18%	Earnest Money
Chennai Territory					
12	Ponneri	MMC (Moore Market Complex)-Gudur	154	Rs.4982208/-	Rs.99700/-
13	Salem	Salem-Dasampatti, Salem-Metturdam, Salem-Erode	180.6	Rs.5842771/-	Rs.116900/-
14	Virudhachalam	Virudhachalam-Ariyalur, Virudhachalam-Villupuram, Virudhachalam-Cuddalore Port Junction	165.1	Rs.5341315/-	Rs.106900/-
15	Trichy	Trichy-Manaparai, Trichy-Ariyalur, Trichy-Tanjavur	155.8	Rs.5040442/-	Rs.100900/-

Note: City Access network will also be maintained by the maintenance team which will be up to around 15 % of total section length without any additional cost

नोट: सिटी एक्सेस नेटवर्क का रखरखाव भी रखरखाव टीम द्वारा किया जाएगा जो बिना किसी अतिरिक्त लागत के कुल सेक्शन लंबाई का लगभग 15% होगा।

Check List for Tenderer before submission of Tender:

SI No	Description	Attached Document
1	Read carefully and understand each clause of the Tender Document. Your Special attention is requested on various penalty clauses mentioned in tender documents.	YES / NO
2	Submit documents to prove your minimum Eligibility criteria as per relevant clause 1) Technical (Experience certificate from client, copy of relevant PO/VO) 2) Financial (Audited Balance sheet with P&L A/C)	YES / NO
3	1) Deposit EMD & Tender (only at E-NIVIDA) as listed in the Tender Document 2) Tender document cost.(if applicable) – In case of UDYAM submitted towards exemption of tender document cost & EMD, submit “supporting documents” vide clause no.5.8 (instructions to contractor)	YES / NO
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	YES / NO
5	Submit list of Personnel who will be deployed on regular basis for this Maintenance work along with their qualification and experience	YES / NO
6	Submit complete plan of deploying your maintenance teams indicating their head quarters to achieve the end objective of this Maintenance Tender. Head quarter of maintenance team for each section shall be decided by the RailTel	YES / NO
7	Please quote a percentage (both in figure & words) ‘above/below’ the rates given by RailTel against ‘SOR-A - If needed, separate Work Order will be issued by RailTel for execution of some of the items against ‘SOR-B’ as per rates indicated by RailTel .Confirm your acceptance of the same by signing on SOR-A, SOR-‘B’ , the tenderer shall quote percentage (Above/below) for SOR-A. For execution of items against SOR-B, no minimum work can be indicated, however, the maximum amount against SOR-B shall be kept at 40% of SOR-A per annum and may be utilized for OFC diversion works, marketing requirement and improvement works etc	YES / NO
8	Notarized Affidavit on a non-judicial stamp paper As per Annexure-E	YES / NO
9	Power of Attorney as per cl.no.5 of e-Tendering/Bid Receipt (Online/Offline Activities Explained)	YES/NO
10	If a bidder is quoting for multiple sections/tenders i.e. for more than one section/tender, he should provide the summary of list of sections/tenders and also the list of submitted eligibility criteria supporting documents against each tender he quoted.	YES/NO
11	The Bidder should not be blacklisted/debarred/banned by any Central Govt./Union Govt./State Govt. / any PSU as on date of submission of the Bid. A self-declaration to this effect should be submitted by the tenderer along with the bid	YES/NO

Failure to comply with the above points shall render the offer to be invalid and liable to be rejected

Signature of Tenderer with Seal

Section - I
PREAMBLE

S No	Name of the work
1	Deployment of maintenance teams for maintenance of OFC cable network and associated equipment etc. for a period of 2 year.(SOR-A)
2	OFC improvement works and other minor works (SOR-B)
3	Up-keep of infrastructure like Shelter, Power plant and associated control equipment etc.

The contract shall be extendable by one year on same terms & conditions.

2. SUBMISSION OF TENDER BID:

- 2.1 The Tender bid shall be submitted **online only**. Offline documents if any shall be submitted as below:

The offline documents (refer section **e-Tendering/Bid Receipt (Online)**) shall be sealed in an envelope which should bear the Tender No., its description, section name. The complete offline documents (refer section **e-Tendering/Bid Receipt (Online)**) shall be addressed to:

**The Executive Director,
RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,
Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016**

Last Date of receipt of e-tenders: for the Tender No. RailTel/e-Tender/OT/SR/HQ/2023-24/12-15 will be received in the office of the Executive Director, RailTel Corporation of India Ltd, up to 15:00 hrs IST of Date 14-08-2023 and will be opened at 15:30 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.

3. ELIGIBILITY CRITERIA:

The bidder/tenderer should have the following Technical & Financial capabilities for each section that the tenderer is quoting:

3.1 Technical Capability for single section:

Tenderer's should have:

- (a) Performed OFC route maintenance for a continuous stretch of more than 150 Kms (One hundred fifty kilometres) for a minimum period of 3 (three) months in the past three financial years & current year before the date of opening of tender.
- Or**
- (b) Should have executed trenching, laying, splicing and termination of OFC for a continuous stretch of 50 Kms (Fifty Kilometre) in a single contract or a combined length of minimum 200 Km (Two Hundred Kilometres) in the past three financial years & current year before the date of opening of tender.

Note:

- 1) Tenderer's must have completed the above mentioned works either for Govt. / public Sector or for reputed private sector telecom service providers/Infrastructure provider with satisfactory performance report from the client.

- 2) Tenderer must have completed the above mentioned works in the last three financial years & current year reckoned from the date of opening of the tender.
- 3) No consortium/ Joint Bid shall be allowed.
- 4) **Certified copies of the necessary experience certificates with concerned copy of PO/WO/LOA to this effect shall be enclosed along with the tender document while quoting for establishing credentials.**

3.2 Financial Capability for single section:

- a) The tenderer must have received total contract value of 150 % of the advertised value of tendered sections for which they are participating in the past three financial years & current year before the date of opening of tender.
- b) The tenderer should produce:
 - (i) – Deleted
 - (ii) Audited balance sheet and income statement of all the preceding three financial years and PAN Number.
 - (iii) The contractor should submit copy of GST registration certificate for the states wherever applicable.

3.3 Technical & Financial Capability for multiple sections:

If a bidder is bidding in more than one section then, he must meet the cumulative technical and financial criteria for more than one section.

Example: if a bidder participated in 4 sections, then:

- (a) For Financial capability
 - (i) his turnover should be 150% of the total of tendered values of those 4 sections i.e. all participated 4 sections tendered value will be added and 150% of the total value will be calculated to arrive the required turnover eligibility value.
- (b) For Technical capability
 - (i) he must have performed OFC route maintenance at least 4x150 Kms of section for a minimum period of 3 months. To meet the requirement of 4x150 Km (600 Kms) the section length (each being minimum 150 Km continuous stretch) for which he has performed the maintenance for minimum 3 months will be added. Therefore, if one bidder has performed maintenance of section of continuous stretch lengths of 200 Km, 175 Km & 250 Km sections, then he will be eligible for 4 sections. But if a bidder has performed maintenance of section of continues stretch lengths of 200 Km, 125 Km & 300 Km sections, then he will not qualify for 4 sections as 125Km section maintenance is being less than 150 KM continuous stretch, will not be taken in to account. Similarly, a bidder who has done 600 Km continuous stretch OFC route maintenance for a minimum period of 3 months will also qualify.

Or

- (ii) he should have executed trenching, laying, splicing and termination of OFC for a continuous stretch of 4x50 Kms in a single contract or a combined length of minimum 4x200 Km in the past three financial years & current year before the date of opening of tender.
Above example at b(i) applies in similar manner for this clause also regarding cumulative technical capability.

- 3.4 The maximum no. of sections that can be awarded to a contractor is 16 with territory-wise restriction given at cl.no.24 of preamble, which is an overall limit for Southern Region.

4. General Condition:

The tenderer must have a proper office with Landline phone/FAX, Internet connection Computer, printer & Office staff etc. and provide Phone, Fax no. & E-mail ID in his credentials along with the submission of offer. Any change subsequently shall be advised in writing to this office.

5. Currency of the Contract:

The currency of the contract shall be two years from the date of taking up service contract after issue of LOA and shall be extendable by one year on same terms & conditions.

In case of premature withdrawal (before the completion of the tenure agreed) of the Team by the contractor for any reason whatsoever, the Security Deposit shall be forfeited. 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. Tender Cost: Cost of the tender document is Rs.0 zero.

7. The tenderer shall produce along with tender document, 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 like cash memo/invoice/bill for the possession of vital equipment such as OTDR, Splicing Machine, Power meter, Cable route locator, Road Vehicle etc. shall be submitted along with the tender document.

8. All tenders must be accompanied by the Schedule of Rates attached as SOR-A, SOR-B duly filled in and signed complete with technical details, unsealed tenders will not be accepted.

9. EMD:-A sum of Rs. 2% of total tender value (rounded to next higher 100) for respective tendered section should be deposited as earnest money to be paid online at E-NIVIDA portal only. The validity of Demand draft will be at least 60 days beyond opening of tender. 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. (See note 5.8 for exemption) For multiple sections, the EMD amount will be 2% of the total tender value for the total number of sections which he has quoted.

9.1 For UDYAM registered firm: Please refer clause no. 5.8 under instructions to tenderer's and conditions of tendering for exemption from submission of EMD & cost of tender document.

10. The offer of Tenderers, who do not comply with the above conditions, will be rejected.

11. The RailTel reserves the right to accept / reject any tender in respect of whole or any portion of the items specified without assigning any reason whatsoever. RailTel also reserves the right to add or delete any maintenance section. In case of Addition/deletion of any section, the change in contract value will be governed as under:

Change in Sectional length: +/- 55% of the tendered backbone length. Change of the contract value shall be @ +/- ½ of % age of change in sectional length rounded off to nearest full %age.

12. Material to be supplied by RailTel & Contractor: The quoted rates 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 schedules attached. Tenderer's special attention is invited to the fact that no material shall be arranged /supplied by RailTel except OFC & HDPE Duct (as required) in various sections for Preventive Maintenance and fault rectification of OFC. 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. The material used by contractor should be of approved quality specified.

13. **Unit /Percentage Price :** The prices quoted by the tenderer's shall be as an all inclusive price against SOR-A after taking all the relevant factors into consideration and these should be firm all inclusive without any variation clauses. Prices inclusive of GST as payable under the law of the land, while for SOR-B rates have been indicated by RailTel. RailTel shall not accept any liability for the same after award and acceptance of contract. However, the tenderer shall quote only percentage (Above/below) for SOR-A.
14. The teams shall be deployed within 21 days from the date of issue of Letter of Acceptance. If the tenderer fails to deploy the material and man power as per tender document, LOA shall be cancelled EMD shall be forfeited.
15. **Validity:** The tenderer shall keep the offer open for a minimum period of 60 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 rejection.
16. Before quoting, the Tenderer's are advised to ascertain the nature of work involved and invariably undertake a site inspection.
17. Tenderer is required to quote for the complete work.
18. The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and the tenderer is aware of the full scope of the work to be done and the conditions affecting the execution.
19. The tenderer shall not increase the quoted rates in case RailTel decides to negotiate 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.
20. If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, the EMD deposited shall be forfeited in respective tenders he has quoted and he will be barred from quoting in RailTel tenders for a period of 5 years.
21. **Performance Bank Guarantee (PBG):** The successful tenderer shall give a performance guarantee amounting to 5% of annual contract value within 21 days from the date of issue of LOA. Extension of time for submission of PBG beyond 21 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 BG shall be charged for the period of delay beyond 21 days i.e. 22st day after date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the RailTel, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated RailTel shall be entitled to forfeit EMD and to deduct amount towards other dues payable against that contract. The failed Contractor shall be debarred from participating in re-tender for that work. In case the successful tenderer is not able to submit

PBG, the tenderer will have options to submit this amount in the form of Demand draft. PBG (DD in lieu) shall be released after satisfactorily completion of the work and on expiry of warranty.

A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

22. The Security Deposit for each work shall be 5% of total contract value.

- (a) The rate of recovery should be at the rate of 10% of the bill amount till 5 % total contract value is achieved. (EMD cost and balance from the running bills)
- (b) Security Deposit shall be returned to the contractor after the complete physical completion of the work as certified by the competent authority.
- (c) No interest will be payable upon the Security Deposit.
- (d) Wherever the contract is rescinded, security deposit and PBG shall be forfeited.

23. The successful tenderer shall sign an agreement for the execution of the work as tendered by him/her and accepted by RailTel within 15 days after the receipt of notice from RailTel that such documents are ready.

24. The maximum number of sections that can be awarded to a contractor:

a. Territory wise maximum sections that can be awarded to single bidder are as detailed below:

Territory	No. of Sections that can be awarded to a single bidder*
Secunderabad (SC)	3
Vijayawada (BZA)	3
Chennai (MAS)	4
Ernakulum (ERS)	2
Bangalore (SBC)	4

* duly considering the existing backbone OFC Maintenance contracts having original validity beyond 30th Jun'2023

b. Also, two adjacent sections will not be awarded to the same Agency duly considering the existing backbone OFC Maintenance contracts having original validity beyond 30th Jun'2023 to ensure redundancy of resources to maintain SLA.

Example:

- i. If any existing agency who is holding more than 2 sections in SC Territory having their original contract validity beyond 30-6-2023, will be considered to award 1 section only. Same case for other Territories also.
- ii. Also existing section having original contract validity beyond 30-06-2023 will be taken in to account whether it is adjacent section or not for awarding the tendered section.
- iii. Agencies who are holding AMC maintenance of section original contract validity beyond 30-6-2023, "continued temporarily on extension basis or deployed on quotation basis up to 31-08-2023", are exempted and will not be counted

NOTE: If an agency submits bids for adjacent sections or more number of sections, then; for sections which can be awarded to a bidder in a Territory, RailTel will ignore such additional bids to meet the requirement of above clause. In such cases, which bid to be ignored, will be at the sole discretion of RailTel and no representation in this regard will be entertained

25. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.
26. "The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-E. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned."

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

- a) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.
- b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deport (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

27. GST :

- i. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- ii. Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- iii. 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.
- iv. 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.
- v. 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.
- vi. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST, CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the

- recipient)
- vii. 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.
 - viii. 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.
 - ix. The imposition of any new tax and /or increase in the aforesaid taxes, duties levies after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/ levies / cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to withhold the dues / payments of bidder and make payment to State / Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date of tender, bidder has to pass on the benefits to RailTel.
 - x. In case of imported equipment: Anti dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
 - xi. Evaluation Criteria: inter se position of the technically and financially evaluated offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.
 - xii. However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes

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

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



INTRODUCTION

INFRASTRUCTURE:

1. RailTel has exclusive Right of Way along the Railway track. RailTel has built over 45,000 Kms length of OFC route along the ROW and access network in cities on which different transmission equipment, data network equipment etc have been deployed.
- 1.1 Armored OF Cable has been laid along the route is provided with HDPE/GI/RCC protection wherever required for Track Crossing, Road Crossing, LC gates etc. The contractor shall accept the site on as-is-where-is basis. The maintenance agency is not only responsible for the proper maintenance of backbone UG/Over Head OFC laid between node to node but also the access OFC network laid in cities (up to around 15% of total section length) . The agency is fully responsible for the end to end performance between the two nodes in the entire jurisdiction of the teams reach awarded.
- 1.2 The RailTel has DWDM, STM, telecom equipment's, Power plant, DG sets, AC machine, earthing etc in POPs on OFC network.

2. SCOPE OF WORK:

- 2.1 The CONTRACTOR shall be responsible for the maintenance of the OFC network awarded to him. This shall include but not limited to undertake all required preventive measures of the OFC route, rectification of faults and restoration jobs required for achieving the OFC link availability of highest order.
- 2.2 The contractor shall carry out any OFC related works like attending to existing protection works, splicing, termination, tightening of nuts/bolts, provision of complete clamps for supporting the already done protection work over culverts/bridges, wiring of equipment as directed by the Engineer of the section. No additional payment will be made on account of these technical works.
- 2.3 The contractor shall also carry out other miscellaneous works such as proper up keep of Telecom equipment, power plant, minor repairing of shelters/building, Earthing arrangements general cleanliness of the RailTel's POP, and other such activity as advised by Engineer of the section on periodical basis. In case of replacement or repair of any spares or parts of any equipment, payment for the same will be reimbursed to contractor on actual basis.
- 2.4 The maintenance contract is planned to be awarded for a period of two year and extendable by 1 year on same terms & conditions. However, the contract can be terminated by giving 30days 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.
- 2.5 **Preventive Maintenance for Cable Protection:**
 - 2.5.1 Regular patrolling and surveillance of OFC route to have pro-active check to prevent OFC link disruptions. It will be done by dedicated and exclusive team who will not be assigned any other work. There should be at least one patrolman on approximately every 50-60 kms beat (or as defined separately in the tender document for each section listed at Annexure-F) and between two Long Haul Pops (also located at approximate length of 50-60 Km). Each patrolman **has to be equipped with a mobile phone with Android operating system which can run apps**. Suitability of patrol man shall be examined by Engineer before deployment.
 - 2.5.2 Patrolling of the entire section has to be done by way of 'Window Inspection' from passenger train and the entire section has to be covered at least thrice a week during daytime. If any activity is observed which may affect the OFC, the patrolling team should get down and reach the suspected

spot by foot or by any means and prevent any damage to the OFC. The matter must be reported to the RailTel officials immediately. The time-to-time movement of the patrolling team shall be kept informed on daily basis so that they can be contacted during emergencies.

- 2.5.3 Part of the team shall also go on foot/bi-cycle along the entire route so that minimum two block sections on every day is covered and observe the condition of the OFC. It is expected that the entire section under the contract will be covered by foot patrolling at least 3 times every month. Therefore, for effective patrolling of the entire section by passenger train as well as by foot/bi-cycle, as above, sufficient number of persons are to be engaged by the contractor. Monitoring of jobs undertaken by other agencies in the vicinity of RailTel's fiber network to ensure the safety of RailTel's OFC cable shall also be done by assigned agents of the contractor.
- 2.5.4 Attending to / safe-guarding against any signs of damage or potential damage of RailTel's OFC network, which come to light during patrolling.
- 2.5.5 Collecting information & accordingly coordinate with other agencies before the execution of work, who shall carry out any work in the vicinity of RailTel's OFC route, to safe-guard against the damages to RailTel's OFC cable. The contractor shall effectively co-ordinate with other agencies working along the RailTel's OFC route to prevent damage to OFC link and the contractor will be held responsible for any cut of the link by other agencies.
- 2.5.6 Liasioning also shall be maintained with other department like NHAI, Municipal corporations, Nagar palikas, Rlys, Urban Development Authorities etc regarding the permission being given or shall be given to other parties for any type of construction works along the RailTel OFC route. Regular liasioning with various Railway authorities like Railway field officials of Engineering, S & T and Electrical department and protect the OFC when any of these departments do work, which may directly or indirectly affect the OFC in the section. However, only cost of the material (JC and JE), may be reimbursed at SoR-B rates by RailTel for rectification of cuts during large scale Railway/NHAI works in all the O&M contracts with the approval of ED/Region. In addition to the above, Patch chords and FDMS where ever required in all PoPs will also be supplied by RailTel. Penalty for not providing JC then shall be Rs. 10,000/- per JC. For all other cases it shall be equal to the penalty proposed in Annexure"C". Since it is re-imbursement, supplementary bill duly certified by section-in-charge and TM will be submitted for approval of ED and re-imbursement. This clause is applicable for Backbone OFC NW
- 2.5.7 Additional patrolmen, if required for gauge conversion/ doubling works / continuous construction works shall be deputed by the contractor including day-to-day open line works or railway such as track works, bridge works and sleeper works etc. In case, additional patrolmen for the conditions mentioned in Cl. 2.5.7 of Tender Document underwritten advice of Territory-in-charge are deployed with prior approval of ED/SR, payment will be as per minimum wages act plus Rs. 300/- for mobile charges per month. **Mobile with Android operating system which can run apps and SIM to be arranged by contractor**
- 2.6 **Planned repairs to existing joints/Terminations:**

The preventive maintenance should be carried out with prior approval and during planned shutdown period generally during night time between 00:00 to 05:00 hrs. The additional shutdown is not guaranteed, as number of customer circuits will be in operation.
- 2.6.1 Contractor shall also carry out testing of existing joints and OFC repairs along with testing of OFC route for improvement in the performance with link margin as per national/international standards and instruction of Engineer with consumable material such as repair kit etc. No extra charges will be payable for this schedule maintenance except maintenance charges as per SOR-A. However, for attending OFC joint / termination and laying of cable etc as the case may be for improvement of fibers which was identified as high loss / break / defective (at the time of taken over of the section) payment will be made as per SOR – B rates.

2.6.2 Preventive maintenance of OFC cable:

All measurements for preventive maintenance shall be carried out as per prior agreed time schedule. The testing of all fibers including short haul fibers shall be done, once in every four months for all sections and reports shall be submitted along with alternate bi-monthly bill. Any defects observed in the OF cable or in any of the associated equipments shall be attended at site. RailTel's maintenance supervisor will also accompany the teams as and when required. Testing should be supervised by the Engineer. Working fibers will be tested as per the instructions of engineer. OTDR testing report in proforma 1 & 2 will be submitted within 10 days of doing the measurements.

2.6.3 Testing consists of OTDR testing and Power Meter reading of all fibers for proving one to one correspondence. Station to station testing is required for spare fibers terminated at block stations in both the directions. Run through fibers may be tested from end to end only. The periodicity of testing is once in four months for all block sections.

2.6.4 **Reports:** Reports consists of (a) Section-wise tabulation of all fiber events reported by OTDR of more than 0.2 dB over the section fiber wise for all fibers tested in the given Performa in print and in Excel worksheet, (b) Tabulation of power loss from A-B & B-A direction, average and loss per km at 1550 for all the fibers tested. The OTDR traces should be submitted in soft copy format.

2.6.5 In a situation, where in the vicinity of RailTel's OFC network any major construction / doubling projects are going on or are to start and necessitates re-routing through a new safe route of OFC to avoid damage, Contractor shall explore feasibility of alternate routes & provide detailed route plan for new location, where re-routing can be done.

2.6.6 Block section-wise condition of fibers is to be plotted using following color codes. Soft copy of the report to be submitted in hard & soft copy along with Bi-monthly bill.

- a. Broken and non-usable high loss fibers----- RED
 - b. High loss fibers but usable in case of emergency----- PINK
 - c. Working fibers----- GREEN
 - d. Spare usable fibers----- YELLOW
- Summary of fiber condition should be provided in the Performa attached.

2.7 Equipment/other fault restoration Services:

2.7.1 The contractor shall facilitate Engineer rectification of any other type of fault (equipment/ power plant etc) & shall be available with maintenance team & transport etc for going to the section.

2.7.1.1 The AMC team shall support the Station Wi-Fi maintenance/ failure restoration as advised by RailTel's Engineer as specified below:

- (i) While attending the Station Wi-Fi failure, If required, RailTel engineer will take the physical support of patroller of the section and restore the system by soft reboot/reset /jack-out, jack-in of cable for the system etc
- (ii) Since technical work is done by RailTel engineer only, no other obligation/penalty specific to this work is involved
- (iii) AMC team vehicle movement will not be asked for Wi-Fi maintenance / restoration of failure.
- (iv) In cases where fiber splicing to be attended by splicer, if required, the payment will be made separately as per SOR-B rates.

- 2.7.2 Head Quarter of Maintenance Teams to be stationed at the designated Head quarters given in Annexure-A or at any other place mutually agreed to. The Maintenance teams shall comprise of manpower, logistics, required Tools/Plants/Machinery, equipments and sufficient fund to meet day to day expenditures, etc
- 2.7.3 On all working days the members of team with team equipments should be present in office of the Engineer during office period unless team is assigned work in the section. The movement of team members should be in the knowledge of Engineer responsible for O&M of the section. The attendance of all team members shall be marked in the Performa accordingly. Daily diary of the works and movement of all staff shall be submitted along with the bill duly verified by the Engineer responsible for O&M of the section.
- 2.7.4 **Scope of maintenance:** Identification of OFC fault/cut on ground, obtaining permission from local authorities if required, excavation of earth to expose cable, laying of required length of OFC with protection wherever required, splicing of OFC, installation of Jointing pit (FRP/RCC chamber)& back filling of pit (FRP/RCC chamber)with Sand, minor repairing of shelters/building like leakage etc, provision/alignment/tightening of clamps and maintenance of GI pipes and troughs on bridges, supply and installation of cable Route Markers of RCC make and Joint Markers as per specification, testing of OFC and updating of OFC as-built drawings etc. Cable route plan will be up-dated with each instance of cut, including date, cable location etc. Up-dated copies of relevant sheets of ABD (As built drawing) will be submitted along with bi-monthly bill. Updated drawing of whole section will be submitted in soft copy every 6 months & hard copy every year.
- 2.8 Restoration for OFC cuts:**
Under OFC link cut condition, the following activities shall have to be taken up by the CONTRACTOR for the restoration of OFC cut fault for the end-to-end restoration of the network traffic/service:
- 2.8.1 On receipt of information of fault in OFC the team stationed at the team HQ shall move immediately for locating and rectifying fault as per the response time given below. The working fibers shall be restored first. Sufficient labour shall be engaged for speedy restoration. Adequate care shall be taken not to damage QUAD copper cable of Railways if laid in the same trench.
- 2.8.2 For the identification of exact fault location on immediate basis, the OTDR measurement of spare fibre shall be made from the nearest telecom station/Node. For better clarity, the OTDR measurement on spare fiber shall be taken at Nodes / nearest OFC joints situated at both ends of cut and using dummy fiber spool of 1km, in case required.
- 2.8.3 After the OTDR measurement, the as-built drawing shall be referred and the physical site of fault on ground shall be located. It may be possible that data in as- built document may not be correct for the accuracy purpose, as such As-built drawing shall be taken as reference only. No claim of contractor will be entertained on account of the inaccuracy of the as built drawing. Accordingly, locating the OFC fault, the job of excavation in all types of soil, identification of OFC, pulling of cable from both ends if feasible, construction of jointing pits, splicing of OFC, back filling of trench & jointing-pit shall be taken up as per the standard procedure. Further, RCC marker at the jointing pit has to be provided for identification of route as well as jointing pit, depth of cable etc (Date of installing Jointing pits to be updated on route plan). This should be incorporated in the cable route plan also with accurate offset and depth recorded. The splicing of fibers are to be carried out in line with the installed fiber i.e. G.652 and measurements are to be taken on spare

fibers. In case the active fibers are to be used, precautions are to be taken with regard to the power launched on to the fiber. Restoration of site shall be done to the entire satisfaction of the Engineer.

- 2.8.4 In case of OFC cut where it is not possible to pull the cable from either end, the contractor has to make two pits/ splicing joints required length of OFC supplied by RailTel has to be put in between two joints. The spacing of joints/ pits shall be depending up on situation at site and shall be as decided by Engineer. Remaining OFC has to be coiled in both the pits. Further, joint RCC markers at each jointing pit have to be provided for identification of route as well as jointing pit. The precise joint locations so provided should be incorporated in the cable route plan also.
- 2.8.5 After the completion of site activities, the CONTRACTOR shall ensure the restoration of the traffic from the Network Operations Center (NOC) and there after fresh OTDR measurement & traces (at 1550nm) shall be taken for all spare fibers & submitted to RailTel.
- 2.8.6 After the completion of site activities & hop test, the As-built drawing shall be updated by incorporating the new details like OFC loop used, Joint-pit location, offset and depth of cable etc. Position of OFC should be shown from the center of the nearest track in as built drawing and the length of loop in joint pit after fault restoration shall be incorporated in as built drawings. The updated final as built drawings of cable route plans in soft and hard copies shall be made available to RailTel after end of contract period.
- 2.8.7 After attending the fault & permanent restoration a Fault-Rectification report, jointly signed by RailTel & CONTRACTOR, shall be generated for the closure of the complaint.
- 2.8.8 Any other job required for the restoration of the OFC fault/cut in totality is to be taken up by the Contractor.
- 2.8.9 In case the site condition is not favorable for the immediate permanent restoration of the fault, the temporary restoration of the service fibers shall be taken up immediately with the approval of Engineer. Permanent restoration work will not be considered in breakdown time unless there is again link break during restoration job. Permanent restoration of joint is to be carried out by contractor within 48 hrs from time of fault /OFC cut. In case the site is not conducive for permanent restoration some arrangement of manpower has to be done by contractor for safeguarding exposed OFC till permanent restoration. No extra payment shall be given to contractor on account of deployment of additional manpower to attend the cut. In case of further cuts at exposed OFC location contractor will be accountable for this additional downtime of OFC link.
- 2.8.10 OFC issued by RailTel to the contractor for use at OFC fault locations, should be checked & tested before use at site.
- 2.8.11 It is mandatory for the contractors to install the jointing chambers and joint markers of RCC type after permanent restoration is done and should therefore keep adequate spare stock. The contractor shall keep minimum two nos. of jointing pit during the failure/cuts.
- 2.8.12 In case of any breakdown in the access network/last mile connectivity, Contractor shall be responsible for obtaining approval at his own cost from statutory authorities like Municipal Corporation, Development Authorities, Electricity Department PWD, NHAI and any other concerned authority as required for carrying out the repair.

- 2.8.13 Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof.
- 2.8.14 Should any damage be done by the CONTRACTOR to any AC Power mains, utility pipelines cables or lines (whether above or below ground etc) whether or not shown on the drawings, the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer.
- 2.8.15 CONTRACTOR shall observe in addition to Codes specified in respective specification all national and local laws, ordinances, rules and regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.
- 2.8.16 CONTRACTOR shall have at all times during the performance of the WORK, a competent supervisor on the site. Any instruction given to such Supervisor shall be considered as having been given to the CONTRACTOR.
- 2.8.17 The CONTRACTOR shall employ as many personnel as required to comply with the local rules and administrative orders governing the Working Hours of Employment the contractor shall be responsible for compliance with all statutory requirements including personnel related matters.
- 2.8.18 **Night Work:** The contractor shall also work during night time and is required to complete the work in all respects within the stipulated time. Sufficient lighting arrangements and precautionary steps shall be provided to safeguard the workmen, public and the Railway assets and to afford adequate facilities for properly placing and inspecting the material and the work when the night work is in progress.
- 2.8.19 The minimum down time shall include time taken in restoration of fault/cut caused by any means like miscreant activity at day or night, due to work done by Railway or any other organization, due to development of high losses / break at existing joints, fault caused due to rodent, ant etc.
- 2.8.20 In case of partial damage of the cable or development of high loss in the working and spare fibre or cable cut at any time (day/night) by miscreants or by any agency, the responsibility of repairing the defective fiber lies with the contractor and included in the Schedule of Rate (SOR) - A.
- 2.8.21 In case contractor fails to complete the restoration of link (as per original condition) or submit OTDR & test records to establish completion of work a penalty as given in the tender document shall be recovered in addition to the recovery of amount spent by RailTel in restoration the link as per SOR B rate of the work involved at site.
- 2.8.22 In no case the Engineer shall be held responsible for the delay in restoration except for the instance of making availability of OFC (if required) for restoration.
- 2.8.23 In the event of urgency, the team has to move to adjacent section, if desired by RailTel. The payment for actual work done, including transportation, will be made as per relevant items of SOR"B".

2.8.24 Examination of Finished Work:

When finished work is taken down for the purpose of inspection for any reason, the contractor shall bear the entire expenses incidental there to in the event that the said work is found to be defective. This situation may be applicable to both planned work as also to emergency restoration.

2.9 Mean-Time-To-Restore fiber cuts (MTTR) & Quality of work:

2.9.1 Response Time: The maximum response time is 15 minutes from the time RailTel informs the team about the failure. Within this time the maintenance team should move towards the location of fault.

Restoration Time:

- a) The maximum restoration time is response time plus travel time including time for localization and restoration. In any case, the restoration period including excavation & splicing should not exceed six hours wherever easy approach roads are available and it should not exceed eight hours in rural and remote areas where approach roads are difficult.
- b) Where OFC has been laid by HDD method permanent restoration also to be by HDD method in reasonable time.
- c) In case CRT exceeds the prescribed restoration time for the section (6/8 Hrs. for backbone network and 16 Hrs. for access network on Bi-monthly) penalty for Hours exceeding the CRT shall be imposed as defined in tender document.

2.9.2 Record of Fault Repair Time:

Time taken by the Contractor from the time of lodging the complaint to the representative of Contractor at their designated office/Head Quarter plus 10 minutes (10 minutes being taken as the lead time for conveying the failure information to the OFC Maintenance Contractor) up to the time of restoration of end-to-end traffic after rectification of OFC cut(s)/fault(s) including the traveling time. The Repair time of any fault occurred shall be calculated by collecting data from respective NOCs of RAILTEL. After restoration of the link, a fault report is to be generated by contractor and obtained joint signature with RAILTEL engineer for records. Any pending restoration of link on account of RailTel shall be certified by Engineer and should not be counted in outage time.

2.9.3 If the splice loss of all the fibers are not within the prescribed limit, the contractor has to re-do the splice till the value is achieved failing which RailTel will carry out the work by itself deducting a defined penalty per fault from the monthly bill. If any failure/fault occurs in the rectification work done by the contractor within twelve months from rectification and beyond the currency of contract, due to defective workmanship/supply, the cost of material under warranty found defective will be recovered from contractor's dues/deposit available with RailTel.

2.9.4 During the maintenance or fault rectification work, should any damage occur to the Railway QUAD and other cables, contractor is liable to pay compensation as demanded by the Railway authorities.

2.10 Monitoring & maintenance at equipment locations:

The supervisor with maintenance team shall carry out preventive maintenance of each STM 64/16/4-1/DWDM long haul node (4-5 per section) once in 15 days. During every visit to the stations for measurements, the contractor staff shall monitor the condition of the electronic/electrical equipment installed for any alarms, order wire, battery voltage. Periodic watering of earths shall be carried out. Cabling and wiring etc. shall be neatly dressed up.

The equipment shall be cleaned with blower/vacuum cleaner & Engineer assisted for all O&M activities and new equipment installations & advises the status to nominated RailTel Officials. The building/pre-fab housing the equipments and its surroundings shall be kept clean & tidy by the contractor. In case any discrepancies are observed, the matter should be brought to the notice of the RailTel's Engineer.

- 2.10.1 The contractor will also check the functioning of Power Plant in the RailTel POP and report immediately to Engineer in case of defect or if the temperature at the POP is high. Minor repairs to the Shelter /Building/POP like Water proof sealing of shelter, repair to DOOR handles, WINDOW/DOOR PACKING & general maintenance in respect of electrical items such as fans, lights and upkeep of POPs etc will also be carried out by the contractor without any additional payment.
- 2.10.2 The contractor will fill up of lube oil and or diesel oil as per instructions of Section Engineer-In-Charge if is required, the contractor will arrange the same from the nearest petrol pump/depot approved by the Engineer. The cost of lube oil/diesel oil will be reimbursed by RailTel as per actual on production of the receipt. In addition to it, 5% payment will be made towards cartage charges.
- 2.10.3 Contractor shall also carry out wiring and installation of associated fittings etc. for extending data circuits to customer or as advised by Engineer as and when required, utilizing existing man power resources. Accordingly one technician shall be available in the maintenance team, trained in this type of work. All required material shall be made available by RailTel.

2.11 Maintenance Plan:

The Tenderer as part of his Tender has to submit a detailed plan for the maintenance of the network including the details of the man-power and equipments proposed to be located at different sites to cover the jurisdiction as described in "Annexure-A (a, b & c)", the communication facilities, the planned maintenance bases and the detailed plans to fulfill the tender conditions.

- 2.11.1 The CONTRACTOR shall submit the list of manpower, machines, equipments and consumable items with quantities suitable to meet the contractual requirements for the jurisdiction described elsewhere in the tender document along with the Tender and make available resources to RailTel officials for inspection, maintenance and corrective measures as and when required.
- 2.11.2 Entry pass shall be issued to the representatives of the contractor by RAILTEL from the respective maintenance stations for handling all maintenance work in Railway area.
- 2.11.3 Submission of monthly & emergency report as desired by Engineer in the Performa specified by RailTel will also be a part of maintenance contract.
- 2.11.4 Supply of OFC and HDPE duct: For making good of any break/loss/cut in fiber only OFC and HDPE Duct shall be supplied by RailTel to the contractor at the nearest RailTel depot or designated stores. All other materials including splicing enclosures shall be arranged by contractor including Joint enclosure, Joint chamber and route marker of RCC free of cost. The material shall be picked up by the contractor in advance from nearest RailTel's depot and shall be accounted with reference to the specific incidence of fiber cuts. The transportation cost on differential distance from nominated store shall be arranged by RailTel.

- 2.12 Supply of consumables/items like Joint enclosure, FRP Jointing pit, Complete Clamps for holding pipe over bridges/culverts etc meeting the specifications as detailed under the Technical

specification of the tender document shall be done only after approval of TM. Contractor has to keep stock of above items up to the satisfaction of Engineer.

- 2.12.1 The material issued to the contractor and remaining unutilized after completion of the job shall be returned back to RailTel's designated stores at the end of contract period. A monthly material statement shall be submitted to the Engineer by the contractor.
- 2.12.2 Wherever new joint is provided or existing joint is attended for rectification during the maintenance period, joint shall be properly buried with its top cover being at least 0.6 mtrs below the ground level.
- 2.12.3 Quarterly meeting with EIC along with Engineer and Supervisor/Maintenance team contractor shall be mandatory to assess the progress of work and for pin-pointing the constraints to ensure the quality and speed of preventive/ protective maintenance work.

2.13 Taking over the section for maintenance:

- a) There should be a proper handing over/taking over of outgoing and incoming contractor. The fiber parameters should be at least as good as or better than these were at the time of taking over the sections by outgoing maintenance team.
- b) The contractor shall complete the OTDR measurement (& power measurements to find out criss-cross of fibers) of all the block sections for all the fibers and submit a joint statement duly signed by the contractor and RailTel's Engineer indicating the faults to be attended for making good of all the non-working fibers. This process shall be completed within 90 days from the date of deployment. As one time drive, all criss-crossing of fiber to be got removed by the contractor to save downtime during failure rectification. This will be done in close co-ordination with Engineer of RailTel.
- c) The Engineer shall also advise the contractor of the faults to be attended to make the fibers good at the cost of RailTel. A separate work Order will be issued by RailTel for such work. This shall be completed in 90 days from the date of advice by RailTel. The payments of the above work will be carried out as per SOR B rates given in the tender.
- d) In case the contractor fails to submit the joint report indicating the faults, criss- crossing the fibers to be attended within 45 days from the date of Deployment of team, a defined penalty will be imposed.
- e) Maintenance of all the fibers shall be the sole responsibility of the contractor.
- f) On completion of the contract, the OTDR measurement shall be carried out on all spare fibers to ascertain the condition of cable, which should be same or better than the condition of the cable taken over by the contract at the beginning of the contract period. In case there is an increase in the number of fiber events at the time of handling over vis-à-vis the number of events at the time of taking over (events/faults more than .5 db), the cost of rectification will be deducted from the final bill of the outgoing team as per the SOR-B rates, the security amount held may also be forfeited. Besides this, OFC route drawings handed over to the contractor at the time of award of work shall be updated fully and submitted to RailTel, both in Hard and Soft copy as given by RailTel incorporating the various changes occurred during the contract period. No dues certificate shall be submitted by the contractor at the time of final bill for SOR-A and SOR-B.
- g) On the advice of RailTel, Tenderer will arrange the separate rectification team for rectification of all the OFC faults and make the fiber good without affecting the regular maintenance as per the scope of work.

2.14 SOR B Items & Methodology For Operating:

Beside regular maintenance the Contractor has to work for improvement of fiber and for Cable route strengthening work under "SOR – B", as and when communicated by authorized representative of RailTel in writing. The SOR for respective items to be executed in Schedule-B which are enclosed to this tender document. Along with the items the rate for each item is also indicated. If the items are executed, the contractor shall be paid as per rate indicated in Schedule-B.

- a. Engineer of the section shall prepare the estimate for faults to be attended as per 2.13b above, get the approval of the Competent Authority of RailTel and advise the contractor, in writing, to carry out the work.
- b. Separate work order shall be issued for each rectification works (as per clause 2.13 & 2.14) to the contractor (successful tenderer) as per SOR B rates given in tender document.
- c. Completion period will be specified in work orders as per site condition & nature of urgency.
- d. In the event of failure of Contractor to complete the work within 90 days from the date of issue of such order, Penalty will be imposed as per rule and the work will be entrusted to outside agency, implication if any, arising due to execution of the work by outside agency will have to be borne by the CONTRACTOR i.e.no claim for compensation will be entertained. In case of repeated failure to take up SOR-B work, contractor can be terminated.

3. CONDITIONS OF CONTRACT

- 3.1 The CONTRACTOR may quote for one or more OFC sections under jurisdictions described in "Annexure-A".
- 3.2 Before quoting, it is advisable that the prospective Tenderer shall make themselves fully conversant with the locations, OFC routes and types of 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.
- 3.3 The CONTRACTOR is deemed to have understood the conditions of existing OFC routes like terrains, various crossings, access details, on-route RailTel's maintenance bases etc., by visiting the sites and collecting first hand information before submission of the offer. In case of any doubt, the clarification may be taken from the RailTel before submission of the offer.
- 3.4 The Contractor shall be totally responsible for the successful execution of the OFC route maintenance contract.
- 3.5 The contractor shall not sub-contract whole or any part of the work.
- 3.6 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.
- 3.7 The CONTRACTOR shall be responsible for making an arrangement at each maintenance station for excavation works, testing, measuring, splicing equipments, unskilled/skilled manpower, transport

facilities for their teams & other logistic supports required to maintain end-to-end OFC connectivity in physical layer as per the contract.

- 3.8 The responsibility of the CONTRACTOR shall include provision of preventive measures of OFC routes to avoid damage and cut, deployment of manpower, supply of required materials, erection, installation, testing, documentation, including the related civil works necessary for ensuring the complete end-to-end OFC connectivity in physical layer as described in the tender document at no extra cost to RailTel.
- 3.9 The material used & workmanship shall satisfy the applicable standard Specifications.
- 3.10 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 installation of the said goods and materials and charge the contractor for all expenses direct and consequential, incurred thereby.
- 3.11 Where it is mentioned in the specifications that the CONTRACTOR shall perform certain work for completing the job in totality, it is to be understood that the contractor shall do so at his own cost and contract price shall be deemed to have included cost of such performances and provisions so mentioned.
- 3.12 The Contractor to provide safety appliances like: dust masks, safety belt, safety shoes, helmet, hand gloves, safety goggles, rain gears etc to their personnel working.
- 3.13 During any construction work in public places, all precautionary caution boards, barricading heets as per standard laws & rules to be used by the Contractor.
- 3.14 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 discovered which needs to be clarified, the matter shall be referred to Executive Director/RailTel who shall give his decision in the matter and his decision shall be final and conclusive.
- 3.15 The contractor should ensure that the team employed by him shall not move or trespass to areas other than the site(s) required for the execution of the work. Under no circumstances the Contractor should infringe and carry out the work which hampers the Operations and Safety of the Railways, train movements and damage Railway assets. The contractor is responsible for the safety of team members while executing the work in the Railway areas.
- 3.16 The Contractor shall submit along with the offer the list of the number of personnel who will be available permanently for the maintenance works of RailTel. This should include details of technical qualification & minimum experience.
- 3.17 The work is subject to inspection at all times by RailTel officials. The CONTRACTOR shall carry out all instructions given to him or his representatives during inspection.
- 3.18 Any work not conforming to the execution plans, standard specification codes or engineering practices shall be rectified by the CONTRACTOR at his own cost.

- 3.19 Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract.
- 3.20 The CONTRACTOR shall provide the complete details of planning for items/materials, test/measuring instruments, tools/tackles & manpower to be deployed for the jurisdiction as mentioned in Annexure-A and B with the offer.
- 3.21 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 any extra costs arising from violations of the same, which shall be borne by the Contractor.
- 3.22 By entering into the maintenance contract with RailTel, the contractor shall agree to maintain the secrecy of all documents/information/drawings etc provided by RailTel during the period of contract and shall handover all the documents back to the RailTel immediately after the termination of the contract.
- 3.23 In case Engineer feels that the contractor is not able to execute the work to the satisfaction of RailTel, RailTel shall at its own discretion can engage other agencies for that incident to ensure the smooth execution of the job at the risk and cost of the contractor, after duly informing him telephonically or through SMS, followed up by a letter.
- 3.24 The CONTRACTOR shall be solely responsible for making available for executing the work, all-requisite construction equipment, special aids, tools, plants and testing equipment and appliances. Such construction equipment etc. shall be subject to examination by RailTel for approval for the same. Any discrepancies pointed out by the RailTel shall be immediately got rectified, repaired or the equipment replaced al-together, by the CONTRACTOR.
- 3.25 The representative of the CONTRACTOR shall take care for not to tamper with theRailTel's installed equipments in the RailTel premises.
- 3.26 Access to the RailTel's facilities shall be allowed to the authorized persons of the CONTRACTOR only with the prior intimation to RailTel's Engineer.
- 3.27 All faults shall be intimated to the CONTRACTOR'S supervisor/ authorized person by either RailTel's Network Operation Centre (NOC) or the Engineer as indicated through telephonic communication, e-mail or through fax. For this the CONTRACTOR shall provide RailTel with the contact number, both landline and Mobile & e-mail address / Fax no. within 10 days from the award of the contract.
- 3.28 The locations of repeater/cable route are indicated on the as-built drawings to be supplied by RailTel after award of contract to a successful Tenderer. However, It is advisable that Tenderer's 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. The Contractor may visit the OFC route and satisfy himself before quoting the rate. However, the route details mentioned in Annexure-A are enclosed for reference only.
- 3.29 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.
- 3.30 Tenderer's are advised to submit their quotations strictly based on the terms, conditions, and specifications in the tender document and not to stipulate any deviations.

- 3.31 Calibration of test and measuring instrument – instruments should always be calibrated, instruments like OTDR/splicing machine/power meter to be jointly tested & report signed once every month.
- 3.32 The CONTRACTOR becomes defaulter on the following conditions:
 - 3.32.1 If he fails to repair fault and make the OFC link available within 12 hours.
 - 3.32.2 Improper maintenance resulting in down time / consumables / loss of parts.
 - 3.32.3 Loss or damage to RailTel's property due to the acts of Contractor.
 - 3.32.4 In the event of RailTel receiving notice from any statutory authorities or from external agencies on account of loss/damage to their property due to the acts of Contractor.
 - 3.32.5 During the contract period, if the CONTRACTOR has defaulted more than once or the defaulting case of the Contractor is severe, then RailTel has the right to terminate the contract and forfeit the security deposit, if deemed necessary.
- 3.33 **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 payable on any ground.
- 3.34 Contractor (successful tenderer) is accountable for timely payment to staff employed by him for the contract.
- 3.35 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 giving suitable directions for undertaking the contractual obligations.

4. PAYMENT TERMS:

FOR "SOR -A" items:

- 4.1 As per provisions of tender document, payment will be made by RailTel on certification of work by respective Engineer of the section. Submission of bills within 15 days for previously completed two months period is mandatory failing which a penalty as defined shall be charged. Bill of SOR-B and its status shall be sent along with next billing cycle of SOR-A.
- 4.2 Even though the maintenance charges are worked out on a monthly basis, the CONTRACTOR shall be paid once in two months for the maintenance charges for two months period subject to submission of bill along with defined documents.
 - 4.2.1 6 identical billing cycles of 2 month period each will be considered during any financial year. The period should be viz. April to May, June to July, Aug to Sept, October to November, December to January & February to March.
 - 4.2.2 If the date of LOA is not coinciding with the beginning (1st date of the month) of any period (i.e. 1st April/1st June/1st August etc) , the first billing period from the date of issue of LOA will be taken till closure(last date of the month) of instant 2-month period. For example if LOA is issued on 10th April, the first billing cycle shall be from 10th of April to 31st May allowed to be taken proportionately. Subsequently, the billing cycle will continue with the regular 2 Month billing period

- 4.3 Cumulative Repair time is defined as the total time taken in each billing period of consecutive two months where the link is not available for service in the jurisdiction of the contractor. This does not include the time taken for planned works. If the OFC has to be cut and spliced for a planned work the working fibers shall be made available within 2 hours beyond which the time shall be added to the Cumulative repair time, unless otherwise authorized by RailTel's Engineer. For the situation like flood, fire etc., beyond the control of contractor. Unforeseen circumstances to be decided at the discretion of RailTel, the extra time taken for repair may not be added in the cumulative repair time.
- 4.4 The amount payable against the maintenance charges is dependent upon the Cumulative Repair Time taken by the Contractor for the restoration of all OFC link cut/faults occurred during each billing period of consecutive two months. Accordingly, the value of the maintenance charges per month shall be decided as per the following:
- 4.4.1 However, cost of JE over and above one set (2 nos) in two months (one JE per month) may be reimbursed along with cost of joint pit as per the SOR-B rates. Cost of JE or JE and Joint pit (material only) has to be reimbursed in case of city access network only to be maintained by the contractor free of cost. Since it is re-imbursement, supplementary bill duly certified by section-in-charge and TM will be submitted for approval of ED and re-imbursement. In addition to the above, Patch chords and FDMS where ever required in all PoPs will also be supplied by RailTel
- 4.4.1a. Cumulative Repair Time of the faults in each billing period of consecutive two months 16 hrs for city access network. Only circuit affected cases will be considered for CRT. If restoration is beyond 24 hrs (even if circuit is not affected also) down time will be considered for calculating the CRT
- 4.4.4.1 Deduction as defined shall be made from monthly maintenance charges if the Cumulative repair time of the faults in each billing period of consecutive two months exceeds by 2 hours or part thereof.
- 4.4.4.2 Further deduction as defined shall be made from monthly maintenance charges if the Cumulative repair time of the faults in each billing period of consecutive two months exceeds by next two hours or part thereof
- 4.4.4.3 The following documents must be submitted duly certified by the RailTel's Engineer along with the bill for payments for the respective sections:-
1. Month wise cumulative repair time taken.
 2. Any other Recovery for contractor's fault.
 3. Certificate showing the due Payments have been made to all Team Members by the Contractor as per the prevailing minimum wages act. The tenderer shall furnish an undertaking that he shall indemnify RailTel, being the principal employer, in the event any liability pertaining to employee of tenderer engaged in the current contract.
 4. Hand corrected copy of relevant sheets of As Built Drawings with signature of Engineer. (Copy ABD available with Engineer shall also be corrected). There should be PF A/c & ESI registration No. with the contractor. All the statutory provisions have to be made by the contractor.
 5. All applicable proforma/Annexure to be submitted

6. Contractor should submit along with the bill, supporting documents of payment of wages as per minimum wages act, to all the team members of respective section contract, for the claimed bill period which should match the details as uploaded in Shramik Kalyan Portal in the following format:

S N o.	Name of Team Member	Phone Number	Bank, Branch details where salary amount deposited	ESI Number	EPF Number	Aadhar Number	Paid Wage Amount	Supporting Document for payment of Wages, PF, ESI by the mode of Bank challan/Electronic receipt/ NEFT/RTGS/UPI (should match with details uploaded in Shramik Kalyan Portal)

6.1 Further, contract is liable for Termination if:

- (i) Contractor fails to make the wages payment to all the team members for continuous two billing cycle period.
- (ii) However, if contractor not submitting bills for more than 2 billing cycle continuously, it will be treated that contractor did not paid the wages to team member and a notice for termination of contract will be issued to adhere the contract conditions failing which contract will be terminated as per contract conditions.

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

4.5 Price Variation: Price Variation will not be allowed during the currency of contract.

4.6 No advance payments will be made.

FOR SOR B item:

4.6.1 100% payment will be paid after completion of work and on certification of RailTel engineer. Deduction of amount as penalty defined in case Non- execution of SOR-B within 3 months

4.6.2 Liquidated damages (LD) @ 0.5% per week subject to maximum of 20 % of the value of the work. Delay may be condoned on request of contractor, if the delay is beyond contractor's scope i.e. Railways/State Govt. Authorities permissions, Natural Calamities like flood etc.

4.7 **Warranty period:** All material supplied / used and the work done by the contractor shall be guaranteed against the defective manufacture/workmanship for a period of 6 (six) months. Cost of such defective material shall be recovered from subsequent bills or from 5% amount held (in case validity of contract is over).

5. TECHNICAL SPECIFICATIONS

5.1 INSTALLATION OF JOINT CLOSURE & SPLICING OF OFC

Only fusion splicing which is accomplished by applying localized heating (i.e. by electric arc or flame) at the interface between two butted, pre-aligned fiber ends, causing them to soften and fuse together, will be used on RailTel's network.

5.2 STRAIGHT JOINT FOR FIBRE OPTIC CABLE:

5.2.1 There are various types of joint enclosures available in the market. The procedure for assembly of joint enclosure is described in the installation manual supplied with straight joint enclosure. This includes the following:

- A. Material inside joint closure kit.
- B. Installation tools required.
- C. Detailed procedure for cable jointing.
- D. Procedure for re-opening the closure.

5.2.2. The Optic Fiber straight through joint closure (Mechanical seal type) to be used shall be of TVSE, Raychem model, FOSC, 3M make, ROXTEC and shall be approved in advance by RailTel. The joint shall be protected CC/Fiber chamber (FRP/RCC) as approved by Engineer.

Upkeep of associated assets like Power Plant, Shelters, Earthing

SCOPE OF WORK:

1. At the time of taken over the section from outgoing maintenance agency, a station wise Joint inspection will be done by RailTel Engineer & Contractor representative to check the functioning of different equipments like power plant, shelters and earthing and defects/faults are to be recorded jointly within 30 days from the date of start of maintenance and submit the report about the status of associated equipment within 30 days else it will be deemed that all the equipments installed are in working condition and responsibility for repairing will rest on contractor. One time cost of repairing/replacement of faulty/defective equipment will be borne by RailTel on actual basis.
2. Subsequently the contractor shall be responsible for proper & timely upkeep of the associated equipment
3. Payment at actual shall be made for parts/components replaced for proper upkeep of associated equipment.

(A) Upkeep of Power plant equipment:

The contractor will do proper up keep at least once in a month at each station which will consist, but not limited, of the following:

Battery Charger:

1. Testing of Auto changeover of SMRs.
2. Checking of current setting as per load.
3. Checking of input & output voltages and recording the same as per format given in the maintenance manual.
4. Checking of extension and reporting of alarms to NMS, wherever provided.
5. Checking of proper connection of input and load cables and distribution amendment provided.

Battery Set:

1. Checking and recording of individual cell voltages as per format given in the maintenance manual.
2. Checking of conductance of each cell with battery tester once in a quarter supervised by RailTel Engineer.
3. Cells whose voltages/conductance is found to be below prescribed value should be noted and Engineer advised.
4. Checking of battery voltages at equipment end.
5. Checking of proper connection of load cables.
6. Cleanliness of battery cells and bank.
7. Checking of sulphation/physical damage

(B) Upkeep of Air Conditioners, Voltage stabilizers and Change over unit: deleted

(C) Upkeep of Diesel Generator Sets:

1. deleted

2. deleted
3. All the consumables, Lubricants, Fuels and cleaning agents are to be provided by the contractor. Reimbursement for Lubricant & Diesel oil will be made as per actual, on production of bills plus 5% towards cartage charges to contractor.

4 to 6 deleted

(D) Upkeep of Shelters/Building:

The contractor will do the proper upkeep of shelter once in three months which will consists (but not limited to) of the following:

1. Checking of leakage of water and repairing of the same.
2. Tightening the nut & bolt of the shelters in case of loose.
3. Minor repair of shelter if any.
4. Checking of condition of doors, windows and locking arrangements
5. General cleanliness of shelter once in a month.

(E) Upkeep of Earthing Arrangement

The contractor will do the following activities as per schedule given below:

1. Watering of the earth pits on every visit (at least once in a month).
2. Checking of the physical connections at equipment ends.
3. Tightening of nut/bolts once in a quarter.
4. Measurement of earth resistance once in six months under supervision of RailTel Engineer. At least one measurement shall be done during peak summer.

Annexure-A**Jurisdiction of OFC Maintenance Sections**

- a) The OFC section shall have at least one maintenance team stationed at the team headquarters. List of maintenance sections where the maintenance teams are to be deployed is furnished below:

S N	Section	Length (Km)	Bimonthly allowed cumulative repair time in hrs.	Team head quarters	Type of OFC	Tender Number
		Main Line				
Chennai Territory						
1	MMC (Moore Market Complex)-Gudur	154	6	Ponneri	UG & Aerial	2023-24/12
2	Salem-Dasampatti, Salem-Metturdam, Salem-Erode	180.6	6	Salem	UG & Aerial	2023-24/13
3	Virudhachalam-Ariyalur, Virudhachalam-Villupuram, Virudhachalam-Cuddalore Port Junction	165.1	6	Virudhachalam	UG & Aerial	2023-24/14
4	Trichy-Manaparai, Trichy-Ariyalur, Trichy-Tanjavur	155.8	6	Trichy	UG & Aerial	2023-24/15

Note: **City Access network will also be maintained by the maintenance team which will be up to around 15 % of total section length without any additional cost**

RailTel also reserves the right to add or delete any maintenance section. However, payment will be made as covered in the preamble.

Annexure - B

Minimum Man & Machine/Equipments required to be engaged under one Maintenance Team:

(a)

1. Experienced Supervisor: (Preferably Diploma Holder in Electronics, Electrical or Graduate with relevant Experience in field work,)
2. Technician for Splicing & Measurements (main splicer).
3. Electrician - Deleted
4. Patrollers with cell phone for surveillance, liaison and foot patrolling and train patrolling (one Man for about 50kms beat or as defined separately in the tender document for each section listed at Annexure-F). However, the contractor has to deploy extra manpower for as and when needed during any Railway work or other agencies work in the section.
5. Bike patrollers for surveillance in city access cable area for 50 Kms.
6. Un-skilled manpower for trenching etc. as and when required.
7. Driver of the vehicle.
8. All team members should have 4G enabled mobile android handset(with GPS monitoring) failing which it will be treated as the team member is not available on that day and penalty will be imposed for non availability of team member as defined. It is a must and binding on the bidder to provide consent of all the team members including patrollers, to permit RailTel for tracking/monitoring their movements for better management of day-to-day activities of the team.

(b)

1. Vehicle to be pickup truck with 2 Indoor Cabins & one open carriage area similar to Tata Yodha/Sumo/Bolero or similar model or equivalent Utility Vehicle fitted with GPS tracker for transportation of men, machines and stores. Vehicle shall be in good working condition not more than five years old.
2. Portable Generator set Kirlosker/Honda/Eicher or similar make or suitable power storage device, lighting arrangement like emergency light/gas light.
3. Fusion Splicing Machine with 2 cleavers, Fujikura/Fitel/INNO Korea or similar make.
4. Power Source and Power Meter, JDSU/Anritsu/Yokagawa or similar make.
5. OTDR (dynamic power to be as 30 dB), Anritsu/JDSU/Yokagawa or similar make.
6. OFC cable Route Detector
7. Spare battery with charger for splicing machine.
8. Cable Splitter for vertical cutting of PVC sheath & armor.
9. All sorts of patch-cords and connectors for the purpose of measurement
10. Duct Cutter
11. Road-o-meter.
12. Clamp type earth megger and clamp type AC/DC multi meter
13. Communication Gadget: As required (Telephone, Cell phone, E-Mail etc.)
14. Tool/Tackles kit.
15. Blow lamp/ hot air gun for sealing joint closure.
16. 1 Km length dummy fiber spool.
17. 500 m Aerial OFC having 12 fibers.
18. Rexene/Polythene & Umbrella cover etc.
19. Portable vacuum cleaner, Eureka Forbes/Bosch/Phillips or similar make
20. Clamp type earth megger
21. Visual fault locator meter

(c) Vital Materials

1. Splice/Joint Closures – 5 Nos
2. Splice/Joint chambers – 2 Nos
3. Route Markers – 5 Nos
4. Termination boxes – 5 Nos

Note: OFC test and measuring instruments must have been calibrated in a year once from an established national Testing Organization/ lab. Up to date Certificates should always be available. 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.

In case the main Splicer of the team is on leave, standby Splicer must be arranged in advance by the contractor In case of absence of supervisor/ technician/splicer/patrolmen from site except sanctioned leave granted in consultation with RailTel engineer (indicated in item (a) 1 to 6 in list given above), penalty as defined will be deducted. **No man power or equipment can be changed without prior ascertaining the suitability by the Engineer & his approval. Each such change shall be pre-reported in writing to Engineer.**

Annexure-C**Penalty to be imposed for the non-compliance/deficiency in the maintenance of OFC and Others covered under this maintenance contract:**

S No.	Description of deficiencies	Penalty
1	Non-submission / non-modification of as built drawing (Only modifications made to be submitted)	Rs. 1,000/- per fault
2	Non-submission of OTDR traces to be taken before and after rectification of cable fault /cut (involving two joints).If OTDR traces is submitted within next billing cycle, the penalty will be returned back to the contractor.	Rs. 5000/- per section
3	For provision of joint pit within 30 days	no penalty
	From 31 day to 60 days,	penalty of Rs.5000/- per joint pit
	From 61 days to 90 days	penalty of Rs. 10,000/- per joint pit.
	After 90 days,	case will be considered for termination.
4	Swapped fibers not restored (involving at least one joint)	Rs.5400/-
5	Cable laid during fault restoration / rectification (small length) at lesser depth without protection.	Rs. accepted rate of respective SOR – B + 20 %)
6	Cable laid temporarily over bridges and leads to subsequent failure (involving two joint).	Rs 2 x (accepted rate of respective SOR – B + 20 %)
7	Splice loss of all fibers not within prescribed limit (0.05 db per splice)	Rs 6000/ -
8	In case MTTR exceeds the prescribed restoration time for the section 6/8 Hrs Bi-monthly for backbone network and 16Hrs for access network)	Rs 5000/- per two hours or part thereof.
9	Unavailability of communication with maintenance team/patroller	Rs.1000
10	Non-Submission of OTDR reading and Power meter readings of all fibers (Once in a four month).	Rs.5000/- per section+ Rs. 2500/- for every week or part thereof till the next periodical report falls due
11	Failure or non availability of Transport/Vehicle. indicated in item (b) 1 of Annexure-B	Penalty is: Rs.1000/- per day for non provisioning of vehicle as per tender condition (This will be applicable even if vehicle is available but not as per tender condition). In addition, firm has to bear the cost of hiring of vehicle for movement of men and material to site for restoration of failure.
12	Non Submission of joint report indicating the fault to be attended within 90 days from Date of deployment of team	Rs.2500/- per week or part therefore beyond 90 days up to next 45 Days from the date of deployment of the team

13	Non Submission of bill for previously completed two months within 15 days of completion of billing period.	Rs. 200/- per week beyond 10 days upto next billing cycle, subsequently Rs. 500/- per week.
14	Absence of Supervisor/ Technician/Splicer/Patrolmen from site.(indicated in item (a) 1 to 7 of Annexure-B).	Rs. 1000/- penalty each per day per person (If the person is under sanctioned leave then it should be in knowledge of Engineer and contractor should deploy another person in place of absent person).
15	Non availability of Vital equipments	Per day Rs.500/- each for non availability of items indicated in item (b) 2 to 21 of Annexure-B
16	If foot /bi-cycle patrolling not done	Rs.600/- for one time-per block/sub section in a month(i.e. if foot patrolling not done in a month for one sub/block section penalty per month imposed will be $3 \times 600 = \text{Rs. } 1800/-$ per month since three times in a month to be done)
17	Non-execution of SOR-B work within 3 months	20% of the cost of SOR-B work from SOR-A bill of that period (work communicated in writing by authorized representative of RailTel)
18	Upkeep of shelter/earthing arrangement /power plant etc.	Rs. 200/- per day per location.
19	Joint Marker	Penalty Rs. 1000/- per joint marker for non provisioning of Joint marker within 30 days
20	Criss crossing of fibers during carrying out the SOR A works.	Rs. 2000/per joint
21	Non availability of vital materials as indicated in item (c) of Annexure B :	Penalty of Rs. 500/ per day per Material for items 1 to 4

Schedule of Rates "SOR-A"

(Name of the section)

a) For OFC Maintenance & upkeep of associated gears/equipment/equipment

Sr. No	Description	Length of section in RKMs	Estimated Maintenance charge in Rs. of the section per month	Total Estimated Maintenance charge in Rs. for the section in two years rounded off (Inclusive of All taxes)	Section	Tender no
Chennai (MAS) Territory						
1	Maintenance of OFC	154	Rs.207592/-	Rs.4982208/-	MMC (Moore Market Complex)-Gudur	2023-24/12
2	Maintenance of OFC	180.60	Rs.243448.8/-	Rs.5842771/-	Salem-Dasampatti, Salem-Metturdam, Salem-Erode	2023-24/13
3	Maintenance of OFC	165.10	Rs.222554.8/-	Rs.5341315/-	Virudhachalam-Ariyalur, Virudhachalam-Villupuram, Virudhachalam-Cuddalore Port Junction	2023-24/14
4	Maintenance of OFC	155.80	Rs.210018.4/-	Rs.5040442/-	Trichy-Manaparai, Trichy-Ariyalur, Trichy-Tanjavur	2023-24/15

Schedule of Rates -“SOR-B”**For OFC Route strengthening & other works**

Note: The base rates given below for SOR-B are exclusive of GST. The work orders issued for Railway Diversion works will attract GST @18% and that for RailTel own works GST applicable will be @18% over the base rates.

SN	Item	Description	Unit	Unit Rate (Rs.)
1A	FRP Chambers	Casting of circular FRP chamber, bottom plate and top covers(1:2:4 concrete mix) with reinforcement, two hooks in each half cover, provision of duct holes as shown in the drawing. Excavation of circular pit to a depth of 1300 mm, dia of 1500 mm, positioning of bottom plates, chamber and top covers (two halves). Chamber to be filled with river sand to the brim of the chamber after cable blowing and splicing, top covers placed, refilled with excavated soil and rammed etc., complete to the finished item of work as directed by the RailTel Engineer-in-Charge	No	4279
1B	RCC Chambers	Supply & installation of jointing pit as per drawing with cover and required trenching to ease out cable/duct. (The joint chamber should be of the size of outer dia 1100 mm, Height -600 mm (2 pieces of 300 mm each). The thickness of the wall should be 50 mm and each piece of the chamber should have suitable grooves to fit each other).	No	4250
2	RCC Route Marker	Supply and fixing of cable route markers as per drawing	No	490
3	Concreting	Concreting for protection of OFC cable	Cu.M	4000
4A	G.I. (Pipe on RCC Bridges)	Supply & laying of 50 mm dia GI Pipe IS1239 medium grade with holes drilled as an anti theft measure coupling etc. on bridges/trenches/other surfaces with CC at every 1m as per drawing. Concreting rates shall be separate as per item 3A.	Mtr	500
4B	G.I.(Pipe on Girder Bridges)	Supply & laying of 75 mm dia GI Pipe IS1239 medium grade with holes drilled as an anti theft measure with threads on either end for coupling etc. And suitable 5 Mtr. GI clamps as per site requirement on bridges/trenches/building entry/other surfaces	Mtr	620
5A	Trenching (1Mtr with bricks)	Trenching to a depth of 1 mtr and appropriate width for pipe/duct/Cable and backfilling after laying OFC/duct. This includes provision of 9 bricks / mtr& Fixing of route marker of RCC embossed “RailTel” and painted with Orange, as per specification.	Mtr	126
5B	Trenching (1.2Mtr depth)	Trenching to a depth of 1.2 mtr and appropriate width for pipe/duct/cable and backfilling after laying OFC as per specification.	Mtr	135
5C	Hard Rock	Cutting hard rock for 0.3 mtr depth of trench	Mtr	245
6	Sand filling	Providing dry sand in FRP/RCC joint chambers up to 400mm height	N0.	750
7A	Laying of OFC	Laying of OFC/ QUAD Cable in trench and through HDPE/GI/RCC pipes where ever necessary.	Mtr	15

7B	Laying of HDPE duct	Laying of HDPE duct in trenches. Supply and pulling of nylon rope through it.	Mtrs.	12
8A	OFC Joint Enclosure 24f	Supply of optical Fibre splicing (Joint) Enclosure (24F) for loose tube complete with all accessories as per TEC specifications no. TEC/GR/OJC-02/02 Sept 2003 or latest with the following additional features. The Joint Enclosures must be of Raychem make model FJC-400 or VXL make model VT-200 or 3M make model 2179 CD HS S4 only	No.	2450
8B	48F	Supply of optical Fibre splicing (Joint) Enclosure (48F) as per specification	No	2450
8C		Rectification & re-splicing of existing mid section OFC joints. This includes supply and provision of joint repair kit & sleeves	No.	7000
9	Repair of Terminal OFC Joint.	Repair of existing OFC Terminal Joint (24 Fibre). This includes Splicing of all the 24 Fibres./dropping of fibre/pigtail as required.	No.	3500
10	Horizontal Drilling	Horizontal Drilling at a approximately depth of 1.65/1.2 m below the formation level of the earth including insertion of DWC pipes along with couplings etc.	Mtr	825
11	Vehicle for Adjoining section	Additional transport charges for attending failures in adjoining section in emergency	Kms	15
12	Transportation of Cable / HDPE Duct	Transportation of OFC cable/HDPE duct drum	Drum Km	29
13	Painting of outdoor assets	All outdoor assets like prefab /building, channels and other protection equipment on steel girder bridges etc to be painted as per IR telecom manual.	Sft	28
14	DWC Pipe	Supply of DWC pipe 78/63 mm OD/ID as per IS 14930 Part II in 30 mtrs length with 2 snap fit couplers for jointing Each 30 mt coil length.	Mtr	77
15	Rectification of high loss/break of fiber in existing joint enclosure	Excavation of trench or opening /finding the existing joint pit approx. 100 mtr as a preparation for testing/rectification of fiber and its reinstatement by backfilling sand and ramming of excavated soil etc	No.	4707
16	Pulling of aerial fiber	Pulling of aerial OFC with 4 mm G.I. wire support clamped at every 1 Mtrs approx..	RM	10
17	Cable route tracing	OFC route tracing & submission of corrected cable route plan (soft copy in CD and two hard copies). Cable Route plan should contain LC gates,culverts/bridges,joint chambers, stations, offset, depth of cable at every 100 mtrs	Km	1442
18	Track/Road/ Platform crossing	Trenching to a depth of 1mtr below rail/Road/Platform level , placing of G.I.Pipe(as per IS 1239 pt.I&pt.ii), 50 mm dia.(inside) in the trench made, backfilling and ramming	Mts	657

19	Protection work at bridge/culvert	Protection work at bridge/culvert : Supply and provision of Channels, clamps, fixtures, Troughs, ssnuts & bolts etc.		
i		Supply & Fixing of M.S. Channel, (C-section, 75 mm X 38 mm X 6 mm) length 1.5 meter or as per requirement depending on site condition	No.	636
ii		Supply & Fixing of "Z" clamp, of M.S.flat (300 mm X 38 mm X 12 mm) for fixing of M.S. Channel	No.	56
iii		Supply & Fixing of (perforated) G.I. Pipe (as per IS 1239 Pt.I&Pt.II) 50 mm dia. (inside) for entry of cables on bridges / culverts as per drawing No. RCIL/ER/DRG-08 A& B/06. Perforation of pipes to be done	Mtr	313
iv		Supply & Fixing of Clamp, made of M.S. flat (250 mm X 38 mm X 6 mm) for fixing of G.I. Pipe (50 mm dia) and for binding trough & trough cover on M.S. Channel	No.	24
v		Supply & Fixing of G.I. Trough, (C-section, 75 mm X 50 mm X 50 mm) 1.2 mm thick on M.S.Channel or as per requirement depending on site condition	Mtr	164
vi		Supply & Fixing of G.I. Trough cover, (C-section, 78 mm X 25 mm) 1.2 mm thick on M.S. Channel or as per requirement depending on site condition	Mtr	91
vii		Supply and provision of Hexagonal Nuts & Bolts 8 mm X 38 mm with spring washer, flat washer, check nut for fixing Clamps.	Nos	7
viii		Supply and provision of Hexagonal Nuts & Bolts 10 mm X 38 mm with spring washer, flat washer, check nut for fixing "Z" Clamps.	Nos	15
20	Petrol man	In case, additional patrolmen for the conditions mentioned in Cl. 2.5.7 of Tender Document underwritten advice of Territory-in-charge are deployed with prior approval of ED/SR, payment will be as per minimum wages act plus Rs. 300/- for mobile charges per month. Mobile with Android operating system which can run apps and SIM to be arranged by contractor		
21	Splicing	Splicing and termination of 48 Fiber OFC (Splice enclose supplied by RailTel)	No.	7872
22	Aerial fiber	Splicing rate for 12 aerial fiber	No.	2460
		Splicing rate for 24 aerial fiber	No	4921
23	Drawing of Armored 12F OFC	Drawing of Armored 12F OFC on the poles using suitable fixtures (as per the type of poles). After completion of drawing of OFC, all the 12 fibers should be tested. If any break/high loss even observed, the same shall be rectified by the agency without extra cost	Mts	6
24	Releasing of O/H cable	Releasing of aerial OFC, neatly making coils and transporting it to RailTel stores/POP of the location.	Mts	4

Signature of the Tenderer with Stamp

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SECTION-II

S No	Subject
1.	Instructions to Tenderer's & Conditions of Tendering (GCC)
2.	Special conditions of Contract
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INSTRUCTIONSTOTENDERERSANDCONDITIONSOFTENDERING (GCC)

PARA	SUBJECT
1.	GENERALINSTRUCTIONS
2.	INTERPRETATIONS
3.	LOCALCONDITIONS
4.	COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS &DRAWINGS
5.	EARNESTMONEY
6.	SUBMISSIONOFFERS
7.	UNITPRICES
8.	VALIDITY OF OFFER
9.	RATESDURINGNEGOTIATION
10.	OPENINGOFTENDER
11.	NON-TRANSFERABILITYANDNON-REFUNDABILITY
12.	ERRORS, OMISSIONS&DISCREPANCIES
13.	WRONGINFORMATIONBYTENDERER
14.	QUALIFYINGCRITERIA
15.	SYSTEMPERFORMANCEGUARANTEE
16.	EVALUATIONOFFER
17.	AGREEMENT
18.	TENDERER'SADDRESS

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

- 1.1 Tender is invited by the General Manager/Southern Region on behalf of M/s RailTel Corporation of India Limited, Southern Region for the work as defined in preamble para1.
- 1.2 The Preamble, Instructions to Tenderer's 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 the re to 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 Limited, Office of the Executive Director Southern Region 6th floor 6A, Gumidelli Towers, Begumpet-500016.(complete address of the to be Executive Director furnished)

"Section" Means they are as 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 Senior Manager 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 here to annexed or to be implied there from, or incidental there to or to be here after specified or required in such explanatory instructions and drawings, being inconformity with the specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the a for mentioned 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. LOCALCONDITIONS

- 3.1 It will be imperative one ach 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 .The 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 any one 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 atone notify the RailTel who may send a written clarification to all tenderers.

4. COMPLIANCETOTENDERCONDITIONS, 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 Tenderer's 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 the deviations and his decision there on 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 /subclasses /paragraphs (when tenderer plans to give separate compliance of each paragraph or sub clause) of tender document

5. EARNESTMONEY

- 5.1 The tenderer shall furnish an amount as given in Preamble as earnest money to be paid for each for each tendered section through E-NIVIDA.

- 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 there of in 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.

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

- 5.4.1 If tenderer with draws 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 PBG in accordance with relevant clause of preamble .The earnest money of unsuccessful tenderer will save as here in 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 or be liable to pay interest there on.

- 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 clause 5.3above 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

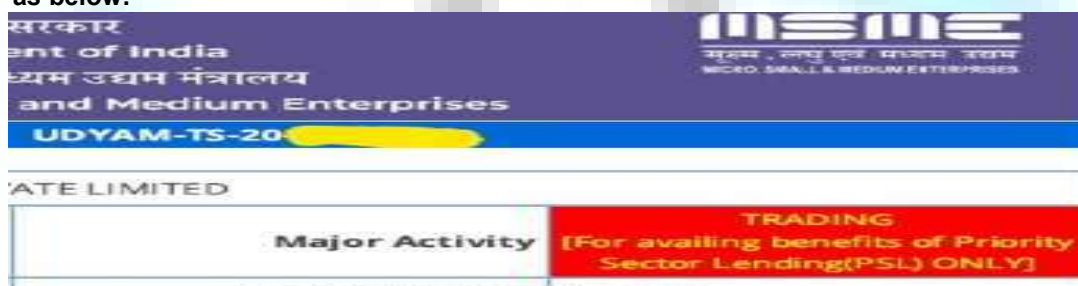
5.8 For UDYAM registered firm

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

- (i) They shall be exempted from submission of cost of tender documents (if applicable).
(ii) They shall also be exempted from depositing Earnest money.

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

- (iii) As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.
- (iv) However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. **Accordingly, in Udyam site if it is mentioned as below:**



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

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 typewritten 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 and 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 signed in ink 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 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. UNITPRICES:

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 inclusive 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 at the time & date of opening of the tender given in relevant para of preamble in presence of such Tenderer's/ 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 find out, 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. WRONGINFORMATIONBYTENDERER

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 & PBG will be forfeited.

14. QUALIFYINGCRITERIA

For qualifying in tenderer's bid shall be required to meet the eligibility requirements as given irrelevant para of preamble.

15. SYSTEMPERFORMANCEGUARANTEE

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 e-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 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 tenderer's 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



Section-II

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

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 to get herewith Corrigendum and Addendum, if, any.

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

Section-II: I) Instructions to tenderers and conditions of tendering. Special
 II) 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 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 up on 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 there in duly completed. The form for agreement is referred as Form no. 1.

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 two 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 except supply of Duct and OFC 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 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 O&M manual.

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 work man like manner with the quality of material and work man ship 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 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 trademarks 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 representative's 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

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.

- 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 on this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

- b) Contractor once approved by 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 Acceptance (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labourers engaged in connection with this contract and payments made to them during the wage period in Railways's Shramikkalyan portal at "www.shramikkalyan.indianrailways.gov.in" till ____ Month ____ Year."

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 RailTel's engineer in connection with the work or contravene the provision of the Contract 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 client or detain 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 ETC:** The quoted prices shall be inclusive of GST till the completion of the contract and the CONTRACTOR shall not be eligible for any compensation on this account. Any change in statutory duties/taxes, in position /removal of any duty/taxes shall be to RailTel's account.

- 22.3 The prices quoted in the contract shall be inclusive of all taxes levied by any statutory authority. The tenderer will indicate the details of taxes included in the unit price.

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 two months the maintenance charges for two months period subject to submission of permanent restoration certificate (proforma -7) of fault occurred during the particular period jointly signed by RAILTEL & contractor representatives and on submission of test results of power, OTDR readings etc as required by the terms of the contract to the satisfaction of the Engineer.
- 23.3 Submission of bills within 10 days not by next week for previously completed two months is mandatory failing of which a penalty shall be charged as defined in tender document. Deduction from monthly maintenance charges if the Cumulative repair time of the faults in each billing period of consecutive two months exceeds by 2 hours or part thereof.
- 23.4 The amount payable against the maintenance charges is dependent upon the Cumulative Repair Time taken by the Contractor for the restoration of all OFC link cut/faults occurred during each billing period of consecutive two months. Cumulative repair time does not include the down time taken for planned works like diversion of OFC, re-termination etc
- 23.5 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.

24. FINAL SETTLEMENT

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 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 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 GST-TDS, labour cess 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 H Q, site, against strikes in consequence of war and invasion, as required under the Emergency Risk(Goods)Insurance Act in force 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 what so ever 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 there of shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance there of shall be binding on the parties. The venue of such arbitration or proceedings there of shall be New Delhi.

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

29. TERMINATION OF CONTRACT DUE TO DEFAULT OF CONTRACTOR:

29.1 If the Contractor should:

- become bankrupt or insolvent
- If contractor, subcontract whole or any part of the work.
- Abandon the contract
- Persistently disregard the instructions of the RailTel's Engineer or contravene any provision of the contract, or
- fail to provide man , machine & material and/or carry out the works as per contractual specifications,
- Is a defaulter as per relevant clause of condition of contract?
- Promise offer or give any bribe, commission, gift or advantage either himself for 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,
- 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 there to 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 brought 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 money on account of the contract until the satisfactory completion of work duly verified by RailTel representative. The Contractor shall have no claim to any payment of compensation or otherwise howsoever 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

AGREEMENT

An agreement made this ----day of ----2023 between RailTel Corporation of India Ltd, a company incorporated under the companies Act 1956 and having its Regional Office at 6th Floor, 6A, Gumidelli Towers, Begumpet, Hyderabad-500016 (here in after referred as RailTel) and territory office at RailTel Corporation Of India Ltd., ----- (with full address) of the One part; and M/s. --- ----- (Name with full address of registered office and branch office) (herein after referred as "Contractor") of the other part.

Whereas in response to a call for open tender for "Deployment of OFC Maintenance Team for Preventive Maintenance and upkeep of associated gears / equipment for 2 Year & extendable by 1 year on same terms and conditions for ----- Section as per schedule of requirement" and the Contractor has submitted his offer.

Whereas the contractor has agreed with RailTel Corporation of India Ltd for carrying out the work of "Deployment of OFC Maintenance Team for Preventive Maintenance and upkeep of associated gears / equipment for 2 Year & extendable by 1 year on same terms and conditions for ----- Section" as per the Schedule of work vide Tender document No. ----- & Corrigendum----- for Rs. -----/- (Rupees ----- only) as per copy of Letter of Acceptance (LOA) of open tender issued vide No.----- Dt.----- at accepted rates as contained in said LOA (Annexure-3 hereto) issued by RailTel with schedule of requirement and terms and conditions.

Now this agreement witnesses that in consideration of the payment to be made by RailTel to the Contractor provided, the Contractor shall execute the work of "Deployment of OFC Maintenance Team for Preventive Maintenance and upkeep of associated gears / equipment for 2 Year & extendable by 1 year on same terms and conditions for ----- Section as per schedule of requirement" for which the said tender of Contractor has been accepted strictly according to the Annexure-1, 2 & 3 hereto and upon such work of "Deployment of OFC Maintenance Team for Preventive Maintenance and upkeep of associated gears / equipment for 2 Year & extendable by 1 year on same terms and conditions for ----- Section as per schedule of requirement" & satisfactory completion of work and performance of the system to the satisfaction of the RailTel, the RailTel shall pay to the Contractor at the rates accepted as per the said Annexure-1 and in terms of conditions contained in Annexure-1, 2 & 3, which is considered as an integral part of agreement.

Whereas, the contractor submitted ----- towards PBG 5% for due fulfillment of the contract vide clause no.21 of tender document. In terms of clause no 22 of tender document, total SD Rs.-----/- will be recovered @10% of value of bill till it reaches 5% of contract value from running bills.

In the witness where of the parties have hereinto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures.

Signed and delivered at _____ by Shri

_____ for and on behalf of M/s. _____

The contractor within named in the presence of:

1. Signatures Date Name in Block Capitals Address

2. Signatures

Date

Name in Block Capitals

Address

Signed and delivered at _____ for and on behalf of RailTel by Shri _____ {Regional General Manager (Southern Region) or his successor} in the

presence of:

1. Signatures

Date

Name in Block Capitals

2. Signature Date Name in Block Capitals

Address:

Annexure 1: Schedule of Works/Rates .

Annexure 2: Tender document & Corrigendum

Annexure 3: Copy of LOA

(Signature)_____ Dated: Complete with enclosures

FOR
RAILTEL

Form-II

**GURANTEE BOND FOR PERFORMANCE GUARANTEE
PERFORMANCE BANK GURANTEE BOND**

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited: 6th Floor, Gumidelli Towers, Begumpet Airport Road, Begumpet, Hyderabad -500016 (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/LOA/PO No. dated made between and for (hereinafter called " the said Agreement") of security deposit/PBG 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 ----(indicate detail address of local Branch with code no.)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.
The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

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

or claim under the Guarantee is made on us in writing on or before the (1)
We shall be discharged from all liability under this Guarantee thereafter.

We, We, (indicate the name of Bank)
Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

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

Dated the day of 2023

for

(Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

OFFER LETTER**Form-III****From:****M/s.** _____**To,**

**The Executive Director,
RailTel Corporation of India Limited,
1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,
Begumpet Airport Road, Opp. Shoppers Stop,
Hyderabad- 500 016**

Sub: Deployment of maintenance teams for maintenance of OFC cable network and associated equipment etc. for a period of two year and extendable by 1 year on same terms & conditions.

Ref: Tender Notice No..... **dated**

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

I/We agree that this tender shall not be restricted or withdrawn and shall remain open for acceptance for and during the period of 60 days from the date of opening of the tender.

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

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

- (i) I/We do not execute the contract document within 15 days after the receipt of notice by the RailTel Corporation that such documents are ready.
- (ii) 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. Name and Qualification of supervisor, Technician and Splicer.

List of the Equipments, Make, Model No. in working condition for each section of Works.

Description	Make	Model No	Year of purchase	LDC (Last Date of Calibration	Qty.
Gen Set or suitable power storage device					
Fusion Splicing Machine with 2 nos. of Cleavers					

Power Source					
Power Meter					
OTDR					
Cable Route Detector					
Vehicle					
Multimeter & AC/DC Clamp Meter					
Tools Kit					
Road-O-meter					
Blow lamp or Hot air-gun					
Tent					
Lighting Arrangement					
Spare battery with charger for splicing machine					
500 m 12 Fiber Overhead OFC					
Minimum two nos. of jointing pit to be available with contractor					
Dummy Fiber Spool					
Minimum 50 m duct with couplers					
Communication gadget: As required (Telephone, Cell phone, E-Mail etc.)					
Clamp type earth megger					
Visual fault locator meter					
Splice/Joint Closures – 5 Nos					
Splice/Joint chambers – 2 Nos					
Route Markers – 5 Nos					
Termination boxes – 5 Nos					

3. No. of support staff, which will be kept for maintenance:

4. Vehicle details along with its Registration No:

Shortcomings in the above, if any, will be made good and section wise full details shall be furnished for each section to be awarded, before award of the contract by RailTel.

Yours Sincerely,

Signature of the Tenderer

Seal of the Tenderer

Place: -

Date: -

Witnessed by: -

1. Signature:
Name:
Address:

2. Signature: -
Name: -
Address:

OFFER SHEET**FOR THE SECTION.....****Tender No:** RailTel/e-Tender/OT.....

Name of Work: Deployment of maintenance teams for maintenance of OFC cable network and associated equipment etc. for a period of two year and extendable by 1 year on same terms & conditions.

SOR-A**(a)For OFC maintenance:**

SI No	Description of the work	Rate, % age above / below the base price (Rs) for two years [In figures & words]
1.	Maintenance charges for OFC cable network and upkeep of associated gears/equipment given in the tender document	<u>At Par/ Above/Below</u> <u>(+ / -).....</u>

(Signature and seal of the contractor)

Tenderer's Offer:

We hereby offer to do the work as defined in the scope of Tender No. RailTel/e-Tender/OT..... at Par or%

(.....percentage in words) above / below* the rates in SOR 'A' as shown above.

(* Strike out 'above' or 'below' as desired. In case neither is struck off 'below' will be assumed.

Signature of Contractor with seal**Note:**

1. for each tender/section, tenderer has to quote on separate offer sheet duly filling the details of name of section & tender no.
2. The rates should be inclusive of taxes, However all the taxes charged by the bidder shall be shown separately

Performa's

1. Splice loss / dB loss Vs Km in section
2. OTDR measurements
3. Power measurements
4. Patrolling reports
5. Attendance
6. Material check
7. Failure / rectification report (Form-A & B)
8. Availability of Essential equipments.
9. Maintenance contractor monthly performance (SOR-A)
10. Maintenance contractor Bill certificate (SOR-B)
11. Joint inspection report of Air-Conditioner- deleted
12. Air-Conditioner Breakdown report card - deleted
13. Air-Conditioner maintenance report card - deleted
14. Joint inspection report of D.G. Set. - deleted
15. D.G. Sets Breakdown report card - deleted
16. D.G. Set maintenance report card - deleted
17. List of periodical maintenance to be carried out for Engine, Alternator&Control panel - deleted.
18. Schedule of periodical maintenance of D.G. Set Engine - deleted
19. Fiber summary report
20. Format for recording information's on running of 15 KVA, D.G. Set - deleted

Proforma-1 & 2 : Proforma for Splice loss/ dB loss vs KM & OTDR measurements in section:

Section:.....

Date:

Fiber Length:.....

Fiber No.	Km	Loss (dB)	dB/Km	OTDR EVENTS (For ascending order Km wise)											
				Kms		Stn 1-Stn 2		Stn 2-Stn 3		Stn 3-Stn 4		Stn 4-Stn 5		Stn 5-Stn 6	
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															
21															
22															
23															
24/48															

Signature of RailTel
Engineer

Signature of Contractor
with seal

PROFORMA 1 FOR MEASUREMENTS ----- A -> B

PROFORMA 2 FOR MEASUREMENTS ----- B -> A

Shall be submitted within 10 days of doing the measurements.

Proforma- 3 Proforma for Power Measurement:

Section:

Date:

Fiber Length:

Fiber No.	Fiber length	dB Loss		Average	dB/Km	Remarks
		A-> B	B-> A			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24/48						

**Signature of RailTel
Engineer**

Signature of Contractor with seal

For the month of: _____

[illegible]

Signature of Contractor with seal

Proforma-5

Proforma for Attendance:

Firm's Name: _____

Address _____

Attendance Sheet for the month of _____

[illegible]

**Signature of RailTel
Engineer**

**Signature of Contractor
with Seal**

Proforma-6

Proforma for Material to be given by RailTel :

Section:

Date:

[illegible]

**Signature of RailTel
Engineer**

**Signature of Contractor
with Seal**

Proforma – 7**Form No. A****Proforma for OFC Failure / Rectification Report:**

Section:

Date:

Failure Rectification:

Sl.	Description	Details
1	Name of the station &/or Pole No. of the Fault and Optical distance from nearest RailTel /Railway node.	
2	Date & Time of receiving information about the failure (Name & Designation of informer).	
3	Time of Departure of the Team from head quarter.	
4	Time of testing by OTDR to localize the fault	
5	Station from where OTDR test has been done	
6	Time of reaching to the location of fault.	
7	Time of restoration of the fault.	
8	Details of reasoning for the occurrence of the fault.	
9	i) Depth of Cable at Cut Location ii) Whether in Duct or Bare laid iii) Whether Brick protection in the block section of cut	
10	Type of restoration	Temporary / Permanent
11	If restoration is temporary give reason for temporary restoration.	
12	Reason for delay in restoration, for which contractor is not responsible (please give detailed break up of time). Separate sheet may be attached if required.	
13	Details of Rectification	
A	Period of block allowed	
B	Actual block period	
C	Reason for extension of block	

Signature of Engineer at site.
NameSignature of Contractor representative at site
Name

Contd/...

14	Reason for rectification / block.	
A	Fiber swapped earlier (high loss / break)	Yes / No
B	Rectify partial cut	Yes / No
C	Rectify Ant attack in existing joint closure	Yes / No
D	For permanent restoration (earlier temporary rectification was done)	Yes / No
E	Date of temporary rectification, if any	
F	Date on which the failure could be identified.	
G	Length of OFC used for restoration of failure.	
15	Details about ground work	
A	Length of excavation & refilling of trench.	
B	Depth of trench (should be 1.2 metre), if desired depth can not be achieved, give details of protection provided.	
C	No. of Joint closure used.	1 / 2 / Existing Joint Closure
Details about Joint Closure at Pit – 1		
D	Length of OFC of interruption cable kept in the joint pit – 1	
E	Length of OFC of main cable kept in the joint pit – 1	
F	Whether sealing of joint closure has been done properly	Yes / No
G	Depth of closure at pit – 1 from ground level (it should be 1.2 meter)	
H	Location of Joint closure / pit – 1 (give pole No. & offset from centre of nearest track)	
I	Whether the cable route plan has been modified and location of Joint closure has been indicated in the existing cable route plan.	Yes / No
Details about Joint Closure at Pit – 2		
J	Length of OFC of interruption cable kept in the joint pit – 2	

Signature of RailTel Engineer at site.
Name

Signature of Contractor representative at site
Name

Contd/...

K	Length of OFC of main cable kept in the joint pit – 2	
L	Whether sealing of joint closure has been done properly	Yes / No
M	Depth of closure at pit – 2 from ground level (it should be 1.2 metre)	
N	Location of Joint closure / pit – 2 (give pole No. & offset from centre of nearest track)	
O	Whether the cable route plan has been modified and location of Joint closure has been indicated in the existing cable route plan.	Yes / No
15	Item used during restoration / protection	
A	RCC/FRP	
B	HDPE	
C	G.I Pipes	
D	Joint chamber	
D	Joint marker	
E	Sand filling in Joint Chamber – 1	
F	Sand filling in Joint Chamber – 2	
G	Concreting (width 30 cms, thickness 15 cms)	
H	Any other items	
16	Remark of the Team in Charge of the Section.	
17	Remark of the RailTel Representative at site.	

Signature of Contractor with seal

Signature of RailTel Engineer

Name:

Designation:

Proforma – 8**Availability of Essential Equipment**

Sr. No.	Essential Equipment	Workability	Availability for the whole period	Non availability / Non workability with period
1	Generator set or suitable power storage device	Working/ Not working	Yes / No	From To.....
2	Fusion Splicing Machine	Working/ Not working	Yes / No	From To.....
3	Power source	Working/ Not working	Yes / No	From To.....
4	Power meter	Working/ Not working	Yes / No	From To.....
5	OTDR	Working/ Not working	Yes / No	From To.....
6	1 Km length dummy fiber spool.	Working/ Not working	Yes / No	From To.....
7	Hot Air Gun / Blow lamp	Working/ Not working	Yes / No	From To.....
8	Vehicle Pickup truck with two Indore Cabins & one open carriage area similar to Tata Yodha/Sumo/Bolero or equivalent Utility Vehicle fitted with GPS Tracker	Working/ Not working	Yes / No	From To.....
9	Tent / Garden Umbrella	Working/ Not working	Yes / No	From To.....
10	Telephone, Cell phone	Working/ Not working	Yes / No	From To.....
11	Tool/Tackles kit,	Working/ Not working	Yes / No	From To.....
12	Garden umbrella / Tent.	Working/ Not working	Yes / No	From To.....
13	Road – O – meter.	Working/ Not working	Yes / No	From To.....
14	OFC cable detector	Working/ Not working	Yes / No	From To.....
15	Lighting arrangement like emergency light/gas light	Working/ Not working	Yes / No	From To.....
16	All sorts of patch cords	Working/ Not working	Yes / No	From To.....
17	Spare battery with charger for splicing machine.	Working/ Not working	Yes / No	From To.....
18	Aerial OFC(12 Fiber) 500 m piece (approx)	Available	Yes / No	From To.....
19	Portable vacuum cleaner	Available	Yes / No	From----- To-----
20	Clamp type earth megger	Working/ Not working	Yes / No	From To.....
21	Visual fault locator meter	Working/ Not working	Yes / No	From To.....

22	Splice/Joint Closures – 5 Nos	Available	Yes / No	From To.....
23	Splice/Joint chambers – 2 Nos	Available	Yes / No	From To.....
24	Route Markers – 5 Nos	Available	Yes / No	From To.....
25	Termination boxes – 5 Nos	Available	Yes / No	From To.....

- Strike out which is not applicable

Signature of RailTel Engineer

Signature of Contractor with seal

Proforma-9

MAINTENANCE CONTRACTOR MONTHLY PERFORMANCE (SOR A)

Maintenance Section:		Headquarter:							
LOA/CA Valid up to:		Certificate for the Month of:							
Name of the Contractor:									
LOA/CA NO. & Date:									
OFC RKM:	NO of Acs in the Section:	Window Type:	Split Type:						
WHETHER REQUIRED MANPOWER, VEHICLE,EQUIPMENTS AVAILABLE DURING THE BILLING PERIOD (Yes/No):									
If "No", then furnish details of what was not available (give period of non availability):									
(i)	non availability period	from.....To.....	Days.....						
(ii)	non availability period	from.....To.....	Days.....						
(iii)	non availability period	from.....To.....	Days.....						
(iv)	non availability period	from.....To.....	Days.....						
FOUR MONTHLY OTDR TEST REPORT DUE ON:		WHETHER SUBMITTED (Yes/No):							
Reconciliation statement for materials issued by RCIL has been received & ok (Yes / No):									
SL NO. SOR"B"WORK ORDER NO & DATEWORK STATUS PENALTY (Yes/No):									
NO. OF FAILURES DURING THE BILLING PERIOD & DETAILS,CERTIFICATE THERE OF:									
S N	Date / Block Section	Locati on (offse t)	From (Hrs.)	To (Hrs.)	Duratio n (Hrs.)	Proper sealing, Jt Pit, Marker, Sand filling done as per requirements (Yes/No): If "No", Then which work was not done	Whether all fiber ok after rectificatio n (Yes/No):	As-built Drawing updated (Yes/N	Temporar y/ Permane nt
1									
2									

Note: (i) Attach the form 7'A' for all failures. Ensure that no cells of the form are left blank.

(ii) For any additional information with regard to the maintenance period, please use the reverse of this certificate and/or use additional sheet.

(iii) All over writing etc. are to be countersigned by the user of the certificate.,

(iv) For any failure duration for which "force majeure" clause is applicable separate recommendations with justifications for waiver may be attached with this certificate.

(v) A copy of certificate is to be handed over to the contractor.

(vi) The certificate should be issued every month and should reach R.O by the 15th of the following month.

List of enclosures:

(Signature, Date & Stamp of the RailTel Engineer)

Proforma-10

MAINTENANCE CONTRACTOR BILL CERTIFICATION (SOR B)

MAINT. SEC:					HQ:		
PERIOD OF BILL :							
NAME OF THE CONTRACTOR :							
BILL NO. & DATE ;							
LOA/CA NO & DATE :					LOA/CA PERIOD :		
BILL RECEIVED ON :				BILL CERTIFIED & SENT TO R.O.ON:			
REASON WHY 'SOR-B' WORK WAS NECESSITATED (Attach separate sheet if necessary) :							
CERTIFICATE OF WORK DONE:							
Sl No	Short description of the work done	SOR B Sch ref. of the item	Unit	Unit rate as per SOR-B (Rs.)	Qty claimed by the Contractor	Actual Qty executed	Certification of quality of work done by the Contractor
1							
2							
3							
4							

- NOTE: (i) For any additional information with regard to the bill, please use the reverse of this certificate.
- (ii) All over-writing etc. are to be countersigned by the issuer of the certificate.
- (iii) Attach copy of the measurement certificate which was issued immediately after completion of the work.
- (iv) A copy of this certificate is to be handed over to the Contractor (for raising bill).
- (v) Attach contractor's bill and other forms in connections with the work done.
- (vi) The certificate with all enclosures (including bill of contractor) should be sent to R.O within 10 days from the date of receipt of the bill.

List of enclosures:
(Signature, Date & Stamp of the
RailTel Engineer of the section)

Proforma-11
AC - 1

Joint Inspection Report of Air Conditioner: deleted

Proforma-12
AC - 2

Air Conditioner Breakdown Report Card: deleted

Proforma-13
AC - 3

Air Conditioner Servicing Report Card: deleted

Proforma-14
DG - 1

Joint Inspection Report of DG Set: deleted

Proforma-15
DG - 2

Diesel Generator Set Breakdown Report Card: deleted

Proforma-16
DG - 3

Diesel Generator Set Servicing Report Card: deleted

Proforma-17
DG - 4

Proforma-18
DG - 5

Schedule of Periodical upkeep of DG Set Engine: deleted

Proforma-19

Fiber summary for the year.....

Section:.....

Optical
Length:.....Km

Date of
Measurement

Fiber No.	Fiber length / deployment	1st four month of the year			2nd four month of the year			3 rd four month of the year		
		Optical Length (km)	Loss (dB)	Av. Loss (dB/km)	Optical Length (km)	Loss (dB)	Av. Loss (dB/km)	Optical Length (km)	Loss (dB)	Av. Loss (dB/km)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24/48										

Signature & Name of RailTel Engineer of the section

Date

Proforma-20 for Format for recording information's on running of 5/7.5/15 KVA, D.G.Set installed at each location - Deleted

BID DATA SHEET

The section consists of provisions that are specific to various clauses of Tender Document.

Reference	Description
e-Tender	Address for submission of offline documents (refer section : e-Tendering/Bid Receipt (Online)): The Executive Director, RailTel Corporation of India Limited, 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016 Date & Time of opening of tender 14-08-2023 at 15.30 hrs
Offer letter	Validity of offer 60 days (Sixty days) From the date of opening of tender
Tender condition- clause para 3 of preamble	Eligibility criteria As per clause 3.1 for Technical eligibility and clause 3.2 for financial capability
Tender condition – preamble para 9	As per para 9 of preamble
Tender Condition- Preamble para 21	Performance bank guarantee- As per para 21 of preamble
Tender condition- preamble para 22	Security Deposit As per para 22 of preamble
Annexure -D	Details of vendor
Annexure- E	A notarized Affidavit on a non-judicial stamp paper
Annexure- F	Section wise details of Access Network (15% maintenance) locations, Beat KM, Number of Patrollers required and number of Wi-Fi Stations/Access Switch

Annexure-D

1	Region(Mandatory)	Southern Region
2	Supplier Name (Mandatory)	
3	Bank Name(Mandatory)	
4	Bank Branch Name(Mandatory)	
5	Bank Account Number(Mandatory)	
6	IFSC Code(Mandatory)	
7	Site Name(Mandatory)	
8	Registered Address1(Mandatory)	
9	Address2	
10	Address3	
11	City	
12	State	
13	Excise Reg No.	
14	CST No	
15	TIN No.	
16	Reg No.	
17	Service Tax No.	
18	TDS Vendor Type(Mandatory)	
19	TDS Section Mandatory)	
20	TDS Rate(Mandatory)	
21	PAN No(Mandatory)	
22	GST No(Mandatory)	
23	TAN No	
24	Ward No.	
25	WCT registration number for state wherever applicable	
26	ACT & ESI registration No.	
27	Mobile Number	
28	Mobile Number(2)	
29	Email ID	
30	Contact Person(Mandatory)	
31	Service Type (In Case of Execution, services)(Mandatory)	
32	Item Description (in case of Material)(Mandatory)	
33	OEM/Trader(In case of Material)	
34	Working Area (Name of State under Region)(Mandatory)	

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

(To be executed in presence of **Public notary on non-judicial stamp paper** of the value of Rs. 100/-.
The paper has to be in the name of the tenderer)

I(Name and designation*** appointed as the attorney/authorized signatory of the tenderer (including its constituents).

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (_____ RailTel), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com / <https://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 document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE

OF THE TENDERER

VERIFICATION

I/we above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:
Date:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.



Annexure-F**Details for Beat KM & Number of Patrollers required per section & 15% Access NW
Maintenance locations & Number of Wi-Fi Station/Access Points**

Tender No.	Section Details	Length of Sec. (KM)	15% Access Network Location Details under free Maintenance		Beat KM Per Section	No of Patroller s required per Section	Appx. No of Wi-Fi Stations/ Access Points (support to Wi-Fi Maintenance)
			City/Town	RKM			
	Chennai Territory						
12	MMC (Moore Market Complex)-Gudur	154	Egnore,Athipattu	23.1	40	4	48
13	Salem-Dasampatti, Salem-Metturdam,Salem-Erode	180.6	Salem(City), Erode, sangakri, Kaveri	9	35	5	70
14	Virudhachalam-Ariyalur, Virudhachalam-Villupuram, Virudhachalam-Cuddalore Port Junction	165.1	Vadalu NLC	12.2	40	4	22
15	Trichy-Manaparai, Trichy-Ariyalur, Trichy-Tanjavur	155.8	Trichy	15.3	40	4	39

Note: City Access network will also be maintained by the maintenance team which will be up to around 15 % of total section length without any additional cost and above mentioned details of RKM is indicative only.

Annexure-G

Checklist of Statutory Compliances to be submitted by contractor along with bill for payment

Section _____ Period of Claim Month/Year _____ & _____; Tax
Invoice No. & Date _____

S No	Description	Details	Complied/ Not Complied/ Not applicable
1	Filing of GSTR-1 return for the Month/Year _____ & _____. (Filing to be complied within the due date as mandated by Gol from time to time	before the tenth day of the month succeeding the tax period	
2	Filing of GSTR-3B return for the Month/Year _____ & _____. (Filing to be complied within the due date as mandated by Gol from time to time	GSTR 3B due date is mentioned at the bottom while it must be filed every 20th day of the month succeeding the tax period	
3	Compliance of Payment of Wages Act 1936 and Payment of Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970. EPF Act 1952 & ESI Act 1948 and relevant modification of Acts from time to time		
4	Compliance of Remittance of recovered EPF (Mandatory) and ESI (As applicable) along with Employers contribution to EPF/ESI authorities respectively for the Month/year _____ & _____	15th of every next month	
5	Compliance of furnishing of payment details to in Wage report for the Month/Year _____ & _____ of Shramik Kalyan Portal	Every month on arranging payment	
6	Whether names and designation of man power deployed entered in Attendance sheet is matching to that of details of names and designation entered in Shramik Kalyan Portal	Every month	
7	Whether recovery details w.r.t. EPF(Mandatory)/ESI(If applicable) for the Month/Year _____ & _____ is entered in the shramik Kalyan portal	Every month	

8	Whether names of manpower deployed with designation are matching to that of e challans and relevant Annexures of EPF/ESI for the Month/Year _____ & _____	Every month	
8	Whether Contractor has submitted indemnity certificate having complied with Statutory compliances of Labour/Environmental laws in terms of Para-18 of Section -II of special conditions of contract of the Agreement	Every month	
9	Whether recovery of Labour Cess @1% of Invoice value is applicable/Not applicable as per Gol rules	Every month	
10	Whether wages for the Month/year for _____ & _____ have been dispersed to manpower disbursed as in attendance sheet enclosed	Every month	
Note-1: Annexure G to be mandatorily submitted by Contractor while submitting the tax invoice for the relevant billing period of contract			
Note-2: Tax Invoices shall be processed for payment along with conf of filing of GSTR 1 and 3B			

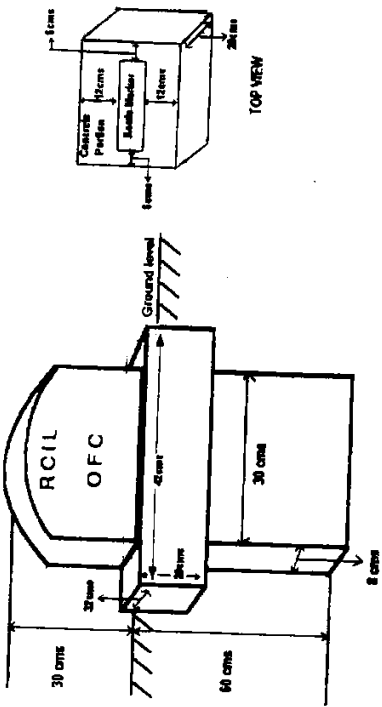
Signature/Name of Contractor

Signature of Field Manager
(with Name & Designation)

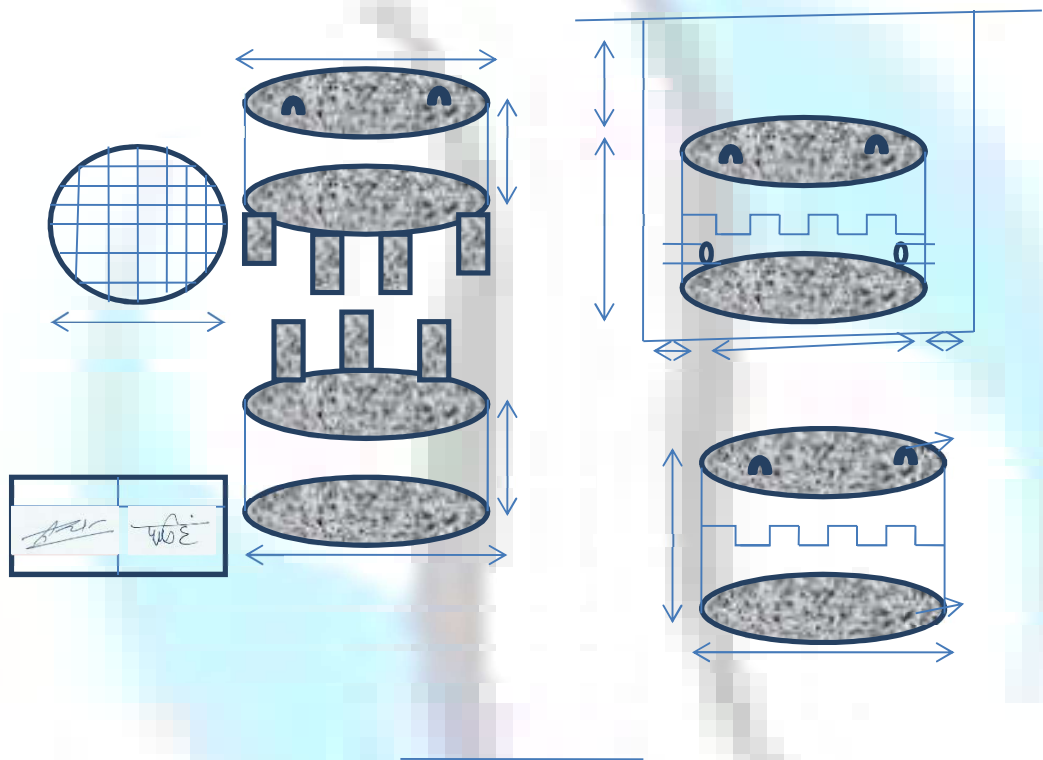
Counter signature of Nodal O&M official
TO/SC-BZA-MAS-SBC-ERS
(with Name and Designation)



OFC ROUTE MARKER / JOINT MARKER



RAILTEL CORPORATION OF INDIA LTD, EASTERN REGION.	
PROPOSED BY	APPROVED BY
<i>Sumit</i> 21/03/06	<i>Sumit</i> 21/03/06 JGM(CO)MGR.



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

1. Availability of e-Tender Document:

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

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

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

3. Tender Bidding Methodology:

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

E-NIVIDA Helpdesk

Please visit Helpdesk section on E-NIVIDA Portal.

Phone No.: - 011-49606060 / 9205898228

Mail id: - eprocurement@RailTelindia.com

RailTel's Contact Person & Designation

Mr. Ch.Venkatrao, Asst.GM/Co-Ord/SR,
Mobile : 9866247962

E-Mail Id: venkatrao@railtelindia.com

4. Broad outline of submissions are as follows:

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

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

GUIDELINES FOR REGISTRATION

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 or as mentioned in the portal.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

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.

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.

Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

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.

The scanned copies of all original documents should be uploaded in pdf format on e-tender portal. 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.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

Once the bidders have selected the tenders they are interested in, they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you 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.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

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 Color option which helps in reducing size of the scanned document.

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.

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.

SUBMISSION OF BIDS

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.

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.

Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

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 filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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.

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.

5. **Document submission:**

Power of Attorney on stamp paper in favour of the signatory duly authorizing the signatory shall be submitted (or) as and when requested by RailTel (offline). However, scanned Power of Attorney (POA) must be submitted at E-NIVIDA portal along with bid before opening of tender (Online).

Notarized Affidavit on stamp paper in original to be submitted as per clause No. 16.1 (ii) instructions to tenderer's section II chapter I (or) as and when requested by RailTel (offline) . But the scanned Affidavit must be submitted at E-NIVIDA portal along with bid before opening of tender (online).

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

6. **Submission of Eligibility Criteria related documents**

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

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

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

7. **Instructions for Tender Document TO THE BIDDERS**

The RailTel Tenders are published on www.railtelindia.com and on E-NIVIDA portal <https://railtel.enivida.com>

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

8. **Submission of Offers and Filling of Tender:**

This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com>. For detailed instructions please refer to E-NIVIDA Portal.

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

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

11. Ambiguity/ Pre- Bid Clarification Requests:

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

12. Bid submission and Opening date

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

13.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.

13.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

13. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://railtel.enivida.com>, and go to the User-Guidance Center.

14. Additional Instructions: Please note

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

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

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