

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)
Southern Region Headquarters
2nd floor, B-Block, Rail Nilayam,
Secunderabad

TENDER DOCUMENT

FOR

Annual Maintenance of Microwave and UHF Towers of South Central Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region

TENDER NOTICE NO. RailTel/e-Tender/OT/SR/HQ/2019-20/16 Dt. 10.07.2019

COST OF TENDER DOCUMENT: - Rs. 3360/-

<u>Important:</u>

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

- 1) Submission of offers Online
- 2) Submission of documents as per tender document Offline (EMD, Tender Cost, NSIC/MSME, Technical & Financial Eligibility documents, Declaration for MSME-NSIC awarded works/Affidavit submission mandatory)

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RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters Office: 2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500071 (A.P.) Corp.. Office at Plot no 143, Institutional Area, Sector-44, Gurgaon-122 003Tele: 0124-271400 Email venkatrao@railtelindia.com, visit: www.railtelindia.com Tel: 27820429 Fax 27820682 Rly: 88000



Date: 10.07.2019

ISO 9001: 2000 Certified

e-TENDER NOTICE

Tender No. RailTel/e-Tender/OT/SR/HQ/2018-19/16

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

RailTel Corporation of India Ltd. (RailTel) invites sealed tenders for the above work in Southern Region, Secunderabad over Telangana, Andhra Pradesh and Karnataka States as per Annexure 'A' of Tender document.

a)	Sale of Tender Documents.	from 10.07.2019	
b)	Closing of sale of Tender	31.07.2019 up to 14.00 hours	
	Documents		
c)	Submission of tender documents.	31.07.2019 up to 15.00 hours	
d)	Opening of tender documents.	31.07.2019 at 15.30 hours	
e)	#Earnest Money (EMD) to be	Rs.60100/-	
	paid online at IREPS portal.		
f)	#Cost of Tender Document for <u>each tender</u> is Rs.3360/- inclusive of GST payable		
	through IREPS portal (Non-Refundation	able)	

* Note:

- Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work/services is exempted from submission of cost of tender & EMD.
- 2. Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no 10.8 (Preamble) without which their offers will be considered as invalid and liable for rejection
- 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

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://ireps.gov.in. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from IREPS e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal & RailTel website.

Printed copy of Tender document will not be sold from RailTel office.

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.

Eligibility Criteria:

As per para no.3 in the preamble of Tender document

The tender offers are deemed to be valid for acceptance for a period of 30 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders with insufficient EMD will be summarily rejected#.

Address for submission of offline documents

The Regional General Manager, RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam, Secunderabad- 500071

Sd/-.
General Manager/O&M/SC
For RailTel Corporation of India Ltd.,

Preamble

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

- 1 Details of sections where maintenance is required are given in Annexure-A.
- 2. Last Date of receipt of offline documents: Offline documents as mentioned Tender No. RailTel/e-Tender/OT/SR/HQ/2019-20/16 will be received in the office of the Regional General Manager/RailTel, Secunderabad up to 15:00 Hrs IST on 31.07.2019 and will be opened at 15.30 Hrs. on same day. If the above said day happens to be a holiday, the same shall be done on the next working day.
- 2.1 Percentage Offer: The tenderer are required to quote percentage rate At Par/Above/Below over the total value in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final

3. ELIGIBILITY CRITERIA (for each tender):

- (a) Tenderer must have completed successfully and satisfactorily at least one work of maintenance of MW/UHF/Cellular towers, during the preceding Three years (i.e. current financial year and three previous financial years) and cost of work being not less than 35 % of the value of tendered work executed for Govt. /PSUs/reputed Telecom Service providers/reputed Infrastructure providers.
- (b) The total contract amount received by the tenderer during the last Three years as per current ITCC/Audited balance sheet certificate should be a minimum of 150% of applied Tender Value of work. Offers not accompanied by ITCC/Audited balance sheet will not be considered.
- (c) solvency certificate---deleted
- (d) Certificates to this effect shall be enclosed along with the tender document by the tenderer for establishing eligibility. MOU's will not be considered for eligibility.
- 3.1 The tenderer should have Registration No. for WCT in respective state wherever applicable.
- **3.2 Plant & machinery**: The tenderer should furnish the details of the machinery and plant to be deployed.

4. Currency of the Contract:

The currency of the contract shall be Two year from the date of issue of LOA. However, RailTel may terminate the contract by giving one month's notice if the performance of the contractor is not satisfactory.

5. Awarding contract/Not awarding contract is the sole discretion of the RailTel Corporation of India Ltd.

6. Cost of the tender document is Rs. 3360/- (Rupees Three Thousand Three Hundred and Sixty Only inclusive of GST. The payment for the cost of the tender document to be paid online through IREPS e-portal. Cost of the tender document is not refundable under any circumstances. Money orders are not acceptable.

* Note:

- 1. Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work/services is exempted from submission of cost of tender & FMD.
- Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no 10.8 (Preamble) without which their offers will be considered as invalid and liable for rejection
- 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
- 7. The tenderer shall produce along with tender paper the documentary support for their experience. The tenderer also state the number of fully equipped teams, which shall be placed fully under the disposal of RailTel. Documentary support for the possession of vital equipment and experienced staff etc. shall be submitted along with the tender papers. The offer document should be serially numbered. The offer of Tenderers, who do not comply with these conditions, will be rejected.
- 8. All tenders must be accompanied with Schedule of work attached as SOR duly filled in and signed complete with technical details. No unsealed tenders will be accepted.
- 9. The RailTel Corporation is not bound to accept the lowest or any tender nor assign any reason for doing so and RailTel Corporation reserves the right to accept any tender in respect of whole or any portion of the items specified. RailTel also reserves the right to add or delete any maintenance tower. However, payment will be made on pro rata basis on actual quantity.

10. EARNESTMONEY

- 10.1 The tenderer shall furnish an amount as given in Preamble as earnest money to be paid through online IREPS e-portal.
- 10.2 The validity of offer will be 30 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 notesile 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 a foresaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.
- 10.3 The Earnest Money receipt shall be incorporated in the original copy of the tender document. Other copies of the offer shall contain true copies of Earnest Money receipt. The Earnest Money to be paid online at IREPS e-portal.
- 10.4 The earnest money may be forfeited under the following circumstances.
- 10.4.1 If tenderer with draws its tender during the period of tender validity specified in Preamble
- 10.4.2 In case of successful tenderer, if the tenderer fails to sign the contract in accordance with

relevant para of Preamble and to furnish Security Deposit in accordance with relevant clause of preamble. The earnest money of unsuccessful tenderer will save as 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.

- 10.5 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.
- 10.6 Thetender not accompanied by Earnest Money as mentioned in clause 5.3 above or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will be summarily rejected & EMD will be forfeited.
- 10.7 The Security Deposit shall be released as per relevant clause of preamble
- 10.8 For NSIC& MSME registered firm
- 10.8.1 For Small Scale Units registered with NSIC& MSME under single point registration scheme and Participating in this tender, following exemptions shall be available
 - (i) They shall be exempted from cost of tender documents.
 - (ii) They shall also be exempted from depositing Earnest money.

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

- Note: * Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD. These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work and registration is current and valid. Firms calming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.
- * Exemption of tender cost and EMD are applicable to the firms of NSIC & MSME within the validity period provided the monitory limit is more than the tendered value otherwise they are not eligible for waiver of tender cost and EMD. The firm has also to submit a declaration along with tender bid stating that: "I/We am/are a Micro and Small Enterprise registered from ----- (body approved by Ministry of MSME) with registration no -----and terminal validity up to .-----for similar service contracts" and details as per table below:

Declaration of Tenders awarded under NSIC/MSME

S	No. of Tenders	No. of Tenders	Details of awarded tenders		nders
No	participated in	Awarded in current FY: 2019-20 with	Tender No	Name of	Value
	current FY: 2019-20 with NSIC/MSME	NSIC/MSME	& Date	Work/Stores	in Rs.

It may please be noted that supporting documents as above to be submitted i.e. copy of NSIC/MSME, declaration and details as per above table. Offers without above will be treated as invalid and summarily rejected.

- 11. The quoted Percentage rate in the schedule should include all the materials to be provided for the work to be done by the contractor as described in the tender document and the schedule attached. Tenderer's special attention is invited to the fact that no material shall be arranged /supplied by RailTel. All materials including the materials covered under the Schedule of Requirement and those required to achieve the end objective and any special protection materials needed are to be supplied by the contractor.
- 12. The Percentage/Unit price should be quoted by the Contractor as an all inclusive price, after taking all the relevant factors into consideration and these should be firm and all inclusive without any variation clauses. These shall inclusive of GST. as payable under the law of land as also any charges arising under VAT system and RailTel shall not accept any liability for the same after award and acceptance of contract. The breakup of taxes may be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.
- 13. Maintenance team under Contractor's Manager/Engineer at Bangalore for South Western Railway towers and at Secunderabad for South Central Railway towers shall be deployed and contact details (address and mobile number) of Manager/Engineer in-charge of each team shall be intimated to Rail Tel's Secunderabad office within 14 days from the date of issue of Letter of Acceptance.
- 14. The tenderer shall keep the offer open for a minimum period of thirty days from the date of opening of the tender within which period the tenderer cannot with draw his offer. Any contravention of this condition will make tenderer liable for forfeiture of his earnest money deposit.
- 15. Before quoting, the Tenderer are advised to ascertain the nature of work involved. If required site inspection can be undertaken.
- 16. Tender should be submitted for the entire work.
- 17. The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and the tenderer is aware of the full scope of the work to be done and the conditions affecting the execution.
- 18. The tenderer shall not increase the quoted rates in case RailTel Corporation negotiates for reduction in rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer.
 - The enclosed Tenderer data sheet should invariably be filled and submitted along with the offer. Otherwise, the offer will be deemed to be summarily rejected
- 19. If the tenderer deliberately gives wrong information in his tender or creates such circumstances for the acceptance of his tender the RailTel Corporation reserves the right to reject such tender at any stage.

- The successful tenderer shall sign an agreement for the execution the work as tendered by him and accepted by RailTel Corporation within seven days of issue of LOA.
- 21. AUTHORITY OF ACCEPTANCE / EVALUATION OF OFFER: The authority for the acceptance of the tender rests with the Purchaser (RailTel Corporation of India Ltd). The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 22. 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.
- 23. "The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-B. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned."

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

- a) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, 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.

24. **GST**:

- The imposition of any new tax and /or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax like goods and Service Tax subsuming the indirect taxes like excise, VAT, Service Tax etc), after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/ levies / cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to local/ state / Central Government authorities as may be applicable.
- After imposition of GST as explained clause 1 above, bidder shall issue proper invoice to RailTel for availing input credit of CGST/SGST/IGST. GST will not be reimbursed in the absence of proper invoice for availing input tax credit.
- The break-up of price of each item of SOR in terms of basic unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and nay other Levies/Charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all inclusive rates (with tax break-up). Even after the introduction of GST, all inclusive unit rates payable will not exceed the all inclusive rates offered by the bidder. However, if rates are reduced in the current tax structure the bidder has to pass on the benefit to RailTel.
- "In case the successful tenderer is not laible to be registered under CGST/IGST/UTGST/SGST Act, The RailTel shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority."



TENDERER DATA SHEET

For

Annual Maintenance of Microwave and UHF Towers of South Central Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region (Tender No: RailTel/e-Tender/OT/SR/HQ/2019-20/16, dt.10.07.2019)

Name of the Organization	:
Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the	
Main line of Business	
Years of Experience	
Location (indicate address, tel. no., fax and the year from which they are operating in that location	
Contact person	
Address	
Tel. No.	
Fax No.	
E-mail ID	
Tender bids: Whether Downloaded: Yes/ No (No changes/ additions/ deletions/ alterations to the tender document are permitted under any circumstances	101
	Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf) Main line of Business Years of Experience Location (indicate address, tel. no., fax and the year from which they are operating in that location Contact person Address Tel. No. Fax No. E-mail ID Tender bids: Whether Downloaded: Yes/ No (No changes/ additions/ deletions/ alterations to the tender document are permitted under any

Cost of Tender document & EMD to be paid online at IREPS website.

Eligibility Criteria:

S. no		Conditions		Enclosed (Yes/No)	Page No
1 (a)	Tenderer must have c least one work of m during the preceding. Three previous finance than 35 % of the value	HF/Cellular towers, nt financial year and			
1 (b)	The total contract and last three years as plants should be a minimular work. Offers not account will not be considered. Please indicate the Anthree years duly end/Authorized certified.				
	Year 2018-19 2017-18 2016-17	Annual Turnover	Documentary support at page		
1 (c)	solvency certificate	-deleted	V.		
2 (a)	The tenderer should returns/PAN Number	Latest Income Tax			
2 (b)	The tenderer should Income statement of a				
3	The tenderer should enter Tender document Additional document		m 10 of preamble of & NSIC/MSME		
4	declaration etc.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1,510,1,151,115		

Place	STATE OF PART
Date	(Signature of the Tenderer with Seal)

OFFER LETTER From
To Regional General Manager, RailTel Corporation of India Limited Secunderabad
Sub: - Annual Maintenance of Microwave and UHF Towers of South Central Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region.
Ref: Tender Notice No
I/We the undersigned hereby offer to execute the agreement for the above work within seven days from the date of issue of letter of acceptance of the tender in strict compliance within the provision detailed in the tender paper attached.
I/We agree that this tender shall not be restricted or withdrawn and shall remain opened for acceptance for and during the period of thirty days from the date of opening of the tender.
I/We fully understand the terms and conditions as contained in the tender paper and we agree that the same shall apply to My/Our tender and I/We shall be bound by them.
Earnest money deposit to be paid online at IREPS website.
The full value of the earnest money shall be forfeited without prejudice to any other right or remedies if: -
I/We do not execute the contract document within 7 days after the receipt of notice by the RailTel Corporation that such documents are ready.
I/We do not commence work within 15 days from the date of issue of letter of acceptance.
Until a formal agreement is prepared and executed, acceptance of this offer letter shall constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer. I enclosed herewith the following documents in support of my credential:-
1. Demand draft/Pay Order No, dated issued by
2. Name and Qualification of supervisor, Technician and Splicer.

Yours Sincerely,

Signature of the Tenderer

Seal of the Tenderer

Place: - Date: -

Witnessed by: -

1. Signature: Name: Address:

2. Signature: -Name: -Address: -

Work Specifications

1. Introduction

- 1.1 RailTel is responsible for leasing out bandwidth on commercial basis to Railways and external agencies over RailTel's own OFC (Optical Fibre Communication) network. For the same, RailTel has obtained Category II, IP1, IP2, NLD and ISP licenses in the Telecom Sector.
- 1.2 RailTel, Southern Region has about 102 towers on it's OFC routes spanning Southern, South Western and South Central Railways
- 1.3 To maintain high availability of services along its telecom networks, RailTel intends to engage agencies for maintaining the Towers located over a section whose details are given in Annexure -A.
- 1.4 ENGINEER-IN-CHARGE (EIC) shall mean Territory In-charges of Rail Tel acting on behalf of Regional General Manager of RailTel or authorized representatives of Territory-in-charges in the Territories. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to.

2. **JURISDICTION:**

List of towers to be maintained over Southern, South Western and South Central Railways is available at "Annexure-A".

3. **DESCRIPTION OF WORK:**

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

4. **DETAILED SCOPE OF WORK**

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

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

The scope of work is as follows:

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

	foundations.	vertical all the time and no straining shall be permitted to achieve
	(Every Six Months)	this. The erection tolerance of vertically shall be within 25mm
		every 9100mm, subject to over all verticality of tower with in
		50mm, corrective action shall be taken to achieve the same.
		If it is found that the deviation from straightness of a member of
		length "L" exceeds 001 L or 10mm whichever is less or the
		member is otherwise distorted, temporary members shall be
		inserted to relive the distressed member and complete the
		rectification. The top horizontal member of tower on all the four
		faces should have center clearly visibly marked for easy check of verticality.
		The successful contractor / contracting firm will have to satisfy the
		RailTel that verticality of tower is maintained within 50mm of full
		height of tower at site on two adjacent faces.
		The maximum deflection of the axis of tower shall not be more
		than 1/100 from vertical at various levels including top, under
		maximum wind and other critical loading conditions.
		The paints used in painting shall be in accordance with IS 2074/62.
	D-:4:/	Before applying coats of paint, surface shall be given a coat of
	Painting/	'Pickling agent' so as to avoid the flaking of painting.
	Galvanizing	The painting shall be done carefully so that all corners and crevices
	finishing	of the mast receive the paint and no base surface is left exposed
10.	(Once in the	anywhere. Special care is to be taken in applying paint at the place
	contract period of 2	where galvanized coating has got removed.
	years, but, within	No driers such as Litharge or Turpentine are to be used.
	first six months	The practice of mixing kerosene oil with paint is strictly forbidden.
	after issue of LOA)	Paints shall be synthetic enamel of the best quality and
		anticorrosive and withstand exposures to outside conditions. They
		should be of standard quality equivalent to synthetic enamel paint.
	Foundation	Need basis only
11.	Strength	(if there is any tilt or unusual defect noticed, action to be taken as
	Strength	per clause 4.8.1 & 4.8.2 under para 4.8 "permissible tilt").
	Protection Against	Regular checking of complete system of lightening protection in
	Lightning	accordance of IS-2309-1969 including earthing based on the
12.	(Every Six	specific resistively of the soil and sub-soil water level. The
	months)	lightening protective system shall work properly.
	montusj	Contractor shall undertake soil investigation at tower location as
		approved by RailTel. At least four bore hole of Min 20m deep shall
		be drilled at center of foundation base or near by for soil
		investigation. Proper investigation of soil and corrective action
		taken and rectification the same. Test on soil should be conducted
13.	Soil Investigations	in accordance with relevant parts of IS: 2720.
		in accordance with relevant parts of 15. 2/20.
		on need basis only
		(if there is any tilt or unusual defect noticed, action to be taken as
		per clause 4.8.1 & 4.8.2 under para 4.8 "permissible tilt").
	Cleaning	Dust, grease and rust on galvanized tower members namely angles,
14.	(Every Six	tees, plates railing, ladders, racks etc. shall be removed by wire
	Months)	brushing and cleaned with a piece of cloth.
	1.20210115)	0

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

4.2. Microwave Tower Registers

A. GENERAL

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

B. TOWER LIGHTS (Every Month)

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

C. VISUAL INSPECTIONS (Once in three months)

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

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

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

E. ANTENNAE/REFLECTORS (Every Six Months)

No	Height	Bearing	Condition of Antennae/ Reflectors	Alignment of Antenna -	Remarks if any
				deleted	

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

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

G. EARTHING OF SYSTEM (Every Six Months)

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

H. <u>VERTICALITY OF TOWER</u> (Once in 6 months)

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

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

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

J. PAINTING / GALVANISHING

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

Date of General		Members requiring attention			
inspection	General condition	Panel No	Member No	Extent of corrosion	Action taken
	1 - 1 - 1				

K. FOUNDATION STRENGTH

Date of inspection Condition of Foundation		Work Done	Remarks if any	

L. PROTECTION AGAINST LIGHTINING (once in 6 months)

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

M. SOIL INVESTIGATIONS

Date of inspection	Condition of Soil	Work Done	Remarks if any

N. CLEANING (once in 6 months)

Date of inspection	Condition of Towers	Work Done	Remarks if any

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

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

4.3. INSTRUCTIONS/GUIDELINES FOR INSPECTION

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

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

- a) Checking distortion of members using piano wire and scale, if necessary
- b) Checking of corrosion
- c) Checking of Feeder and Power Cables between RR Station and tower
- d) Checking of Antenna alignment deleted
- e) Checking of earthing and its meggaring
- f) Verticality check and level of top of foundations
- g) Condition of Painting / Galvanizing and its finishing
- h) Checking of Strength of foundation need basis
- i) Checking of protection against lightning
- j) Checking of soil investigation need basis
- k) Cleaning of towers
- 4.5 Results of inspection shall be recorded systematically in the microwave tower inspection register, as per format given in para 4.2. Copies also to be submitted by the contractor/contracting to Territory-in-charge and Southern Regional Office of RailTel

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

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

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

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

4.8 PERMISSIBLE TILT

- 4.8.1 If settlement of foundation is noted and thereby the tilt of the tower is such that the vertical through the centre of gravity falls at a point on the base at a distance from the centre of more than 10% of the base width, the tower shall be kept under close observation and safety precautions also taken by contracting firm and RailTel.
- 4.8.2 If the tilt of the tower exceeds 1/200, immediate action should be taken by the contracting firm to arrest tilt and carry out rectification.

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

5 Responsibilities of Contractor while maintaining the towers

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

- 5.2 Contractor shall indemnify RailTel Corporation regarding penalties arising out of non-compliance of statutory regulations (labour laws, minimum wages act) as well as damage to Railway/RailTel properties.
- 5.3 Contractor shall provide one Manager/Engineer as contact person for each Zonal Railway (at SC for SC Rly, at SBC for SW Rly), in addition to Maintenance support team visiting site. His contact details (address and mobile number) to be given to Rail Tel Southern Region Office within 14 days of issue of LOA.
- 5.4 In case of disturbances to working radio links due to heavy rains/heavy wind/cyclone, restoration to be done, to the extent possible, within provisions of maintenance agreement, within reasonable time, as decided by territory-in-charge after approach is available. Failure to do will attract penalty of Rs.5000/- for every 2 hrs delay.

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

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

- 5.5 First time joint inspection will be done by RailTel, Railway and contractor's representative within 1 month of issue of LOA and any tower in unmaintainable condition shall be notified by contractor and will not be included in the schedule. Thereafter, maintenance of the tower including safety of structure will be responsibility of the contractor. A declaration shall be obtained to this effect from the contractor.
- 5.6 In the event of reduction in the number of towers to be executed for any reason whatsoever, the contractor shall not be entitled for any compensation but shall be paid only for the actual quantity of work done at the agreement rates.
- 5.7 The CONTRACTOR shall be responsible for making an arrangement at each maintenance location for all maintenance works given in schedule, testing, measuring, unskilled/skilled manpower, transport facilities for their teams & other logistic supports required. The contractor shall make arrangements for transportation of his personnel & material to all sites at his risk and cost and shall make necessary arrangements for the accommodation for their personnel if required during the contract period. RailTel shall not provide accommodation to any of the personnel employed by the contractor and shall not entertain any claim for expenditure incurred on this account.
- 5.8 The material used & workmanship shall satisfy the applicable standard Specifications.
- 5.9 RailTel shall be entitled to reject the goods, materials and work executed by the contractor, which may not be conforming to the specifications within a reasonable time of usage of the said goods and materials and charge the contractor for all expenses direct and consequential, incurred thereby.

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

- 5.21 The CONTRACTOR shall be solely responsible for making available for executing the work, all-requisite equipment, special aids, tools, tackles and testing equipment and appliances etc.
- 5.22 Within the RailTel's premises, the representative of the CONTRACTOR shall take care for not tampering with the RailTel / Railway's installed equipments.
- 5.23 The accessing of RailTel 's facilities shall be allowed to authorized person from CONTRACTOR'S side with the prior intimation to RailTel 's Engineer-in-Charge.
- 5.24 It is advisable that Tenderers must visit site to familiarize themselves with all constraints, restrictions, access requirements and available infrastructure. The CONTRACTOR shall not be eligible for any adjustment in cost and time, on account of any lack of data regarding above. However, the tower/reflector details are enclosed for reference in Annexure -A.
- 5.25 While executing the job at site by the CONTRACTOR, penalty claimed against any damage caused to the infrastructure of RailTel & other parties shall be borne by the Contractor.
- 5.26 The CONTRACTOR shall be totally responsible for the successful execution of the tower maintenance contract.

5.27 The CONTRACTOR becomes defaulter on the following conditions:

- a. If he fails to repair and make the tower to normal condition as instructed by RailTel engineer in charge.
- b. Improper maintenance resulting in loss/damage to tower parts.
- c. Loss or damage to RailTel's property due to the acts of Contractor.
- d. In the event RailTel receive notice from any statutory authorities or from external agencies on account of loss/damage to their property due to the acts of contractor.
- e. During the contract period, if the CONTRACTOR has defaulted more than once or the defaulting case of the Contractor is severe, then RailTel has the right to terminate the contract and forfeit the security deposit/PBG if deemed required as per RailTel's opinion.
- f. Termination of Contract: RailTel reserves the right to interrupt and terminate the contract at any time after giving one month's notice, should in RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non possession of equipments and tools required for the work or defective and mal-functioning equipments, non-availability of proper/nominated instrumentation, inability to provide men and material or for any other cause deemed reasonable. In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor as per contract agreement shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. The security deposit/PBG will be forfeited in such case of termination if deemed required as per RailTel's opinion.

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

- 6.1 Before starting of work, the CONTRACTOR shall obtain a license from concerned authorities if required under the Contract Labor (Abolition and Regulation) Act 1970.
- 6.2 The Contractor shall at its expense, ensure due compliance with all applicable and governing Industrial, environmental and Labour Laws, Rules, Regulations and Bylaws both of the Central and State Govt. and all other local authorities and shall keep RailTel harmless and indemnifies in respect thereof. The CONTRACTOR shall ensure due compliance with the provisions of the relevant minimum Wage Act, payment of Wages, Contract Labour (Regulations & Abolition) Act, Employees Provident Fund Act and other industrial and environmental laws in force.
- A. "Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 ad 55 of Indian Railways General Condition of Contract. In order to ensure the same, and application has been developed ad hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
 - a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by ay Engineer, can created password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Conctract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all alient details of engaged contractual labour & payments made thereof after each wage period.
- **B.** "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances' or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labouors engaged in connection with this contract and payments made to them during the wage period in Railways's Shramikkalyan portal at "www.shramikkalyan.indianrailways.gov.in" till Month Year."
- 6.3 **Indemnification of Rail Tel by the contractor**: The contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

6.4 **Force Majeure:** Both the parties agree that neither party shall be liable for each other for delay or non-performance of respective obligations in the event beyond the control of each party which can be termed as force major.

6.5 SETTLEMENT OF DISPUTE AND ARBITRATION:

- 6.5.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996.
- 6.5.2 The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.
- 6.5.3 The Venue of the arbitration shall be at Secunderabad. The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.
- 6.5.4 The Arbitrator shall give a reasoned award, which shall be binding on the parties.
- 6.6 Warranty: All material supplied/used and the work done by the contactor shall be guaranteed against the defective manufacture/workmanship for a period of six months from the date of completion of the contract.

7. PAYMENT TERMS:

- 7.1 The total maintenance charges i.e. contract value shall be paid in Half-Yearly basis. Payment will be made by RailTel on certification of work associated with each tower by respective AM (100% test check), Manager/Sr. Manager nominated by territory-in-charge (20% test check) and certification by Territory-in-charge or any other RailTel officer authorized by ED/SR RailTel.
- 7.2 Even though the maintenance charges are worked out on a monthly basis, the CONTRACTOR shall be paid the maintenance charges for six months period subject to submission of reports as per scope of work for the particular period certified as in para 7.1 above.
- 7.3 It may please be noted that painting/galvanizing & finishing which are to be done only once in the contract period of 2 years, are to be done within 6 months of issue of LOA, failing which bill for first 6 month period will not be admitted.
- 7.4 In case of disturbances to working radio links due to heavy rains/heavy wind/cyclone, restoration to be done, to the extent possible, within provisions of maintenance agreement, within reasonable time, as decided by territory-in-charge after approach is available. Failure to do will attract penalty of Rs.5000/- for every 2 hrs delay.
 - In case such damage/disturbance requires additional work like replacement of damaged tower member, fitting arrangements, feeder/power cable arrangement, antenna hoisting arrangement, aviation lamps, earthing and lightning protection arrangement, re-alignment, re-painting etc., cost will be assessed by RailTel, for both material and labour portion, and with mutual consent, can be executed by the contractor.

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

- 7.5 Along with the bill for payments for the respective sections, the following documents must be submitted duly certified by the RailTel's representative.
 - 1. Periodic Inspection Reports as per scope of work.
 - 2. Any other Recovery for contractor's fault.
- 7.5.1. Payment will be made through NEFT/RTGS and Income tax will be recovered from the bill as per Income tax rules in vogue Bills should be submitted with the **following / applicable details printed on bill itself** without which payment will not be arranged
 - 1. Income Tax PAN (if not furnished 20% TDS will be deducted
 - 2. Service Tax Registration Number (if not furnished ST claim will not be reimbursed but reverse charge of ST will be deducted as per ST rules
 - 3. GST registration numbers
 - 4. WCT Location, State and percentage of WCT applicable (with a copy of Registration certificate) (if not provided, highest percentage applicable will be deducted)
 - 5. Bank Account Number
 - 6. Name of the Bank and branch with full address
 - 7. IFSC/NEFT CODE of the Bank/Branch
- 7.5.2. Tenderers are requested to submit the formats for RTGS Mandate & Vendors list updating form (enclosed to this tender document) as RailTel utilizing ERP system. For release of any payments (EMD, SD by-monthly maintenance charges etc), the tenderer needs to be updated in RailTel's ERP vendors list without which payment cannot be arranged.
- **7.5.3. Penalty for non execution of maintenance activities:** penalty for each activity is tabulated below:

Nature of work	Periodicity	Penalty Proposed (% of annual payment)
Tower Lights	Tower Lights/ Every Month	24% p.a.
Power & Feeder Cable	Every 6 Months	4% p.a.
Tower Nut & Bolts	Every 6 Months	4% p.a.
Earthing System	Every 6 Months	4% p.a.
Verticality check	Every 6 Months	24% p.a.
Missing of Members (Gussets)	Every 6 Months	4% p.a.
Protection Against Lightening	Every 6 Months	4% p.a.
Cleaning	Every 6 Months	12% p.a.
Painting	Once in contract period of 2 years but within 1 st six months	20% p.a.

- 7.6 **Price Variation**: Price Variation will not be allowed during the currency of contract.
- 7.7 No advance payments will be made.

7.8 **Security Deposit**

- 7.8.1 On receipt of the letter of LOA, successful tenderer shall be required to deposit a sum amounting to 5% of the contract value towards Security Deposit for the due and faithful fulfillment of the contract. The Security Deposit shall be submitted before signing of the Contract Agreement. The Earnest Money deposited by the successful tenderer with his tender will be returned by RailTel on submission of Security Deposit.
- 7.8.2 The instrument for Security Deposit to be paid in the form of Bank Draft or Deposit Receipt or in the form of irrevocable Bank Guarantee either from State Bank of India or any of the Nationalized/Scheduled Bank. The instrument should be valid two months beyond the contract period.
 - Security Deposit shall be returned to the contractor after expiry of contract period and on certification of RailTel engineer in charge after deduction any amount due to damages etc.
- 7.8.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

7.9 CONTRACT PERFORMANCE GUARANTEE (PBG)

- 7.9.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from State Bank of India/any Nationalized Bank or from any Scheduled Bank in the Form given in Tender document amounting to 5% of the contract value.
- 7.9.2 The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before singing of the agreement. The agreement should normally be signed within 15(fifteen) days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for two months beyond the warranty period (Clause 6.6)
- 7.9.3 Performance Guarantee shall be released after satisfactory completion of the work, and on expiry of the warranty period .The procedure for releasing should be same as for Security Deposit.
- 7.9.4 Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed and the balance work should be got done separately.
- 7.9.5 The balance work shall be got done independently without risk and cost of the original contractor.
- 7.9.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

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

8. FURTHER INSTRUCTIONS REQUIRING ATTENTION OF TENDERER BEFORE SUBMITTING OFFER

- 8.1 While quoting, it is advisable that the prospective Tenderer shall make themselves fully conversant with the locations and types of towers & jobs in details to be carried out therein as per the tender requirement, so that they clearly understand the scope of work and assess the requirement of resources to complete the work in scheduled time.
- 8.2 The tenderer is deemed to have understood the conditions of existing tower locations, routes like terrains, various crossings, access details, on-route RailTel's maintenance bases etc., by visiting the sites and collecting first hand information before submission of the offer. In case of any doubt, the clarification may be taken from the RailTel before submission of the offer.
- 8.3 The data provided in the Tender document shall be used by the Tenderer for reference and information purpose only. It shall be the Tenderer's responsibility to verify the data & satisfy himself in regard to accuracy of data.
- 8.4 Tenderer are advised to submit their quotations strictly based on the terms, conditions, and specifications in the tender document and not to stipulate any deviations. Should any deviation become unavoidable, the Tenderer should mention it. RailTel reserves the right to evaluate offer containing deviations having financial implications after adding cost of such deviations as determined by RailTel.
- 8.5 **INCOME TAX**: Income Tax at the prevailing rate as applicable from time to time shall be deducted from the CONTRACTOR's bills as per Income Tax Act and quoted Rates shall be deemed to include this.
- TAXES, DUTIES, OCTROI, LEVIES ETC: The quoted percentage prices shall be inclusive of GST till the completion of the contract and the CONTRACTOR shall not be eligible for any compensation on this account. The CONTRACTOR shall furnish the break up of taxes so that any credit if applicable can be claimed by RailTel. Any change in statutory duties/taxes, in position /removal of any duty/taxes shall be to RailTel's account.
- 8.6 **ESCALATION**: The maintenance charges quoted by the CONTRACTOR shall be kept firm till the completion of entire period of contract, and no Price Escalation shall be paid on any ground.

Schedule of Work

Tender No: RailTel/e-Tender/OT/SR/HQ/2019-20/16

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

Sl.							
No.	Description of work						
1	Maintenance charges against various activities as mentioned under "scope of work" and clauses/conditions of contract of tender document to undertake all preventive and corrective maintenance of Towers listed at Annexure A. Height wise rates given below						
	Tower Height in meters	Qty.	Rate of Maintenanc e per month per Tower (Rs)	Total cost per Tower per month (Rs.)	Total cost per Tower for Two Years (Rs.)		
a	b	c	d	e (c*d)	f (e*24)		
A	100m +	4	4634.804	18539.22	444941.00		
В	80-99m	8	3862.541	30900.33	741608.00		
C	60-79m	3	3571.341	10714.02	257137.00		
D	40-59m	5	3280.152	16400.76	393619.00		
Е	20-39m	17	2560.069	43521.17	1044508.00		
F	≤ 19m	2	1526.672	3053.344	73281.00		
	Sub Total	39			2955094.00		
	Add: hardship cost for 4 Hill Stations @ 500/- per month listed at Annexure- A for 2 years (4*500*24 months) 48000.0						
			Total Value		3003094.00		
Contra	actor quoted Percentage (plus/at par	%					
Total	Total Contract Value after contractor Percentage in figures						
in wo	in words: Rupees						

Signature & Seal of Tenderer

Note:

- 1. The above rates are inclusive of all GST @18%.
- 2. In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered as final. **Percentage Rate to be quoted should be inclusive of all taxes.**
- 3. Break up of taxes should be shown separately
- 4. Summary of Maintenance activities & periodicity, towers to be maintained height-wise in South Central Railways is enclosed.
- 5. List of towers is in Annexure-A

Summary of Maintenance activities, periodicity & tower population

Maintenance activity	Periodicity in Months	
Tower lights	1	
Visual Inspection	3	
Feeder and power cable	6	
RF Antenna	6	
Antenna alignment - deleted	o	
Tower Nut/Bolt	6	
Other faults	6	
Earthing systems	6	
Tower Verticality and foundation	6	
Foundation strength	need basis	
Surge arrestor checking	6	
Soil investigation	need basis	
Cleaning	6	
Cl.5.4 of Work Specifications also to be followed		

Summary of tower population

Tower Height	S.C.Rly area population
100m +	4
80-99m	8
60-79m	3
40-59m	5
20-39m	17
≤ 19m	2
Total	39

Annexure – A

Towers in South Central Railway area

S.L. No	Location	Tower Type	Tower Height in Mtrs.
1	ELURU		100
2	NIDADAVOLU		100
3	KAKINADA TOWN		100
4	SIRPUR TOWN		100
5	ONGOLE (Hill)		90
6	WADI		90
7	RAICHUR		90
8	DORNAKAL		90
9	BAPATLA		80
10	GOOTY (Hill)		80
11	JAMMIKUNTA		80
12	RAMAGUNDAM		80
13	GUNTUR		70
14	GUNTAKAL		60
15	SRIKALAHASTI		60
16	ULAVAPADU		50
17	GUDUR		50
18	TUNI		50
19	BITTRAGUNTA		40
20	CHINAGANJAM		40
21	NARASIMHAKONDA		35
22	NADIKUDI RS		30
23	RENIGUNTA		30
24	Tirumala		30
25	PEDDAPALLI		30
26	BELLAMPALLI	_	30
27	NELLORE RS		22.5
28	RAJAMUNDRY RS		22.5
29	BHIMVARAM RS		22.5
30	GUDIWADA RS		22.5
31	GOOTY RS		22.5
32	TIRUPATHI RS		22.5
33	RENIGUNTA		22.5
34	GULBURGA		22.5
35	RAGHUNATHAPALLI (Hill)		21
36	KAZIPET (Hill)		21
37	SECUNDERABAD		20
38	VIKARABAD RS		10
39	VIJAYAWADA		5

GURANTEE BOND FOR PERFORMANCE GUARANTEE /SECURITY DEPOSIT (On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

1.		In consideration of the RailTel Corporation of India Limited, (Herein after called RailTel) having its Corporate Office at Plot no 143, Institutional Area, Sector-44, Gurgaon-122 003 and Regional office at 2 nd floor, B-Block, Rail Nilayam, Secunderabad agreed to exempt
2.		We,
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
	4.	liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment. We,
		thereafter.

- 5. We, (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
- 6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
- 7.(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated
or
(indicate the name of the Bank)

Witness

- 1. Signature Name
- 2. Signature Name



AFFIDAVIT

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

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

attorn M/s	I(Name and designation"** appointed as the ey/authorized signatory of the tenderer (including its constituents). (hereinafter called the tenderer) for the purpose of the
_	of (RailTel), do hereby solemnly affirm and state on the behalf
	tenderer including its constituents as under: I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2.	I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3.	I/we hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com / https://ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4.	I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5.	I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6.	I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7.	I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** and all my/our constituents understand that my/our
	constituents understand that my/our offer shall be summarily rejected

RailTel/e-Tender/OT/SR/HQ/2019-20/16

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT SEAL AND SIGNATURE OF THE TENDERER

Place: Date:

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

AGREEMENT

An agreement made this ---- day of ------ 2019, between RailTel Corporation of India Ltd, a company incorporated under the companies Act 1956 and having its Office at 2nd Floor, 'B' Block, RailNilayam Building, Secunderabad (here in after referred as RailTel) of the One part; and M/s ------(Hereinafter referred to as 'contractor') of the other part.

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

Now this agreement witnesses that in consideration of the payment to be made by RailTel to the Contractor provided, the Contractor shall execute the work of "Annual Maintenance of Microwave and UHF Towers of South Central Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region in ------- section in S,C. Railway area for which the said tender of Contractor has been accepted strictly according to the Annexure-1,2 and 3 hereto and upon such work of "Annual Maintenance of Microwave and UHF Towers of South Central Railway on OFC routes of RailTel Corporation of India Ltd., Southern Region in ------- section in S,C. Railway area & satisfactory completion of work and performance of the system to the satisfaction of the RailTel, the RailTel shall pay to the Contractor at the rates accepted as per the said Annexure-1 and in terms of conditions contained in Annexure-1, 2 & 3.

Whereas M/s	has submitted	no dt for
Rs drawn on Bank ,	branch, valid till	towards the security
deposit and submitted no	o dt for Rs	drawn on Bank,
-branch, valid till t	owards Performance Bank Gu	arantee for due fulfillment of the
contract.		
		S
In the witness where of the partie	es have hereinto set and sub	scribed their respective hands
and/or seals day and year respecti	vely mentioned against their	r respective signatures.
Signed and delivered at		by Shri
for a	and on behalf of M/s.	
The contractor within named in th	ne presence of:	
1. Signatures Date Name in I	Block Capitals Address	
2. Signatures		
Date		
Name in Block Capitals		
Address		
Signed and delivered at		for and on behalf of RailTel
oy Shri	{Regional General Mar	nager (Southern Region) or

1.

his successor} in the presence of:

Signatures

Date

Name in Block Capitals

2. Signature Date Name in Block Capitals

Address:

Annexure '1': Schedule of Works/rates.

Annexure '2': Tender Document.

Annexure '3': copy of Letter of Acceptance

(Signature)_____ Dated: Complete with enclosures

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

1. Availability of e-Tender Document:

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

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

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

3. Tender Bidding Methodology:

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

IREPS Helpdesk

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

RailTel's Contact Person & Designation

Mr. Tata Ramesh, AGM/POM/SC

Mobile: 99898 88828 E-Mail Id: tramesh@railtelindia.com

4. Broad outline of submissions are as follows:

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

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

5. Offline submissions:

- i. The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, 2nd floor, B-block, Rail Nilayam, Secunderabad-71 before due date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):
- a) EMD-Bid Security shall be submitted through IREPS Portal.
- b) Cost of tender shall be submitted through IREPS portal
- c) **Power of attorney** in favour 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.
- d) 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 as described in tender document.
- e) Notarized Affidavit in original to be submitted as per clause No. 23 of preamble.

- f) MSME/NSIC documents along with Declaration as per clause no.10.8.
- g) The Tenderer should submit Pass Phrase, if applicable, before due date and time of opening of tender.
- h) Supporting documents towards eligibility criteria i.e. technical and financial & others as per cl.no.6 below.
- i) Signed Tender document.

NOTE: The Bidder has can upload the scanned copy of all above original documents as Bid-Annexures 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. Hard Copy of these documents shall also be submitted in RailTel before Tender opening date & time. Bids received without submission of eligibility criteria supporting documents will be summarily rejected.

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

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

7. Instructions for Tender Document TO THE BIDDERS

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

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

8. Submission of Offers and Filling of Tender:

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

- 9. Fax Quotations & Late Tenders: Fax Tender documents and Late/Delayed tenders would not be considered.
- 10. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

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

12. Ambiguity/ Pre- Bid Clarification Requests:

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

13. Bid submission and Opening date

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

14. Other Instructions

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

15. Additional Instructions: Please note

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

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

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