

Reply to the queries received in Bid Clarifications for the E-Tender No.:RailTel/Tender/LT/NR/Mktg/BW in J&K/2020-21/07 dated 28.09.2020						
SN	Chapter No.	Page No.	Clause / Sub Clause No.	Clause Description	Query	RailTel Remarks
1	CHAPTER-2	6	1.7	RailTel reserves the right to discover the market prices through fresh tender and terminate the existing contract any time at the end of one year or more, with a notice of one month	Requesting Customer to delete this clause.	Clause as per tender prevails. Please refer corrigendum for amendment in clause 1.5 and 4.5
2	CHAPTER-2	7	B. TECHNICAL REQUIREMENTS- 2B.7.6	B. TECHNICAL REQUIREMENTS- 2B.7.6 RailTel officials will have the right to inspect the bidder's premises at local as well as remote ends during tender evaluation to get conformity of all details submitted along with the tender. The tenderer shall allow RailTel officials to visit such installations at short notice.	Requesting customer to deleted the requirement. We cannot allow any inspection owing to confidentiality obligations with other customer and Vendor . Also please let us know rational for such visting premises. Services are installed at customer premises only .	Clause is self explanatory. Clause as per tender prevails.
3	CHAPTER -4	14	4.10 Contract	Contract	Contract Document shall also include regulatory documents which are mandated under law and required for subcribing the services	Clause as per tender prevails. All necessary documents/details as per the rules and procedure defined by Govt. of India shall be provided.
4	CHAPTER -4	15	4.16	Termination Clause	Requesting customer to delete termination for convineince. Only Circumstances where bidder may suspend /terminate the services immedately / forthiwrth are as below , where in penalty or encash/forfeit the PBG shall not be applicable : 1. Regulatory breach by Customer or non permissable use of services 2. Non payment of dues within agreed period 3. Any instructions /directions recieved from Regulatory Authorities. For QoS - If services are not as per agreed services for 3 consective SLA measurements for the reasons solely and directly attributable to Bidder then Customer may terminate the agreement with 30 days notice to cure the breach. If breach is not cured then customer may terminate particular link which is not performing as per agreed SLA	Clause as per tender prevails.
5	CHAPTER -4	15	4.18	Settlement of Disputes and Arbitration	Requesting Customer to have a sole Arbitrator to resolve and decide on any dispute in relation to this Tender, which is appointed by mutual consent of the parties under Arbitration and Conciliation Act , 1996 Please also refer below Judgement where in Supreme court had refused unilateral appointment of single arbitrator.. in the case of Perkins Eastman Architects DPC & Anr. v HSCC (India) Ltd ("Perkins") [1], which was decided by a division bench of the Supreme Court in November 2019. In the case of Perkins, the Supreme Court, while interpreting the provisions of the Arbitration and Conciliation Act, 1996 ("Act"), and juggling between party autonomy and the principles of natural justice, held that a person who has an interest in outcome or award passed by the arbitrator during arbitration, cannot be entitled to appoint the sole arbitrator, irrespective of the fact that the parties agreed to it at the time of entering into the contract.	Clause as per tender prevails. However, latest Govt. of India Guidelines as issued upto date of opening of tender or subsequently as on date of appointment of arbitrator (if applicable) shall be applicable on this tender also.
6	CHAPTER -4	17	4.27	Fall Clause	Requesting customer to delete this clause , since the bid is made through public tendering	Clause as per tender prevails.
7	Additional		Documents to be executed by Customer		The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws. 2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.	All necessary documents/details as per the rules and procedure defined by Govt. of India shall be provided.
8	Additional		Limitation of Liability		Requesting customer to cap over lability of bidder to Annual charges received by Bidder under this RFP.	Please refer corrigendum for ammended clause.

9	2	9	2B.7 Other Conditions	2B.7.2 Right of way/permission for laying cables in the purchaser premise will be arranged by the purchaser while Right of way for laying cable outside purchaser premise will be responsibility of bidder.	Bidder request Railtel to support for RoW premissio and if there is delay in RoW premission the bidder should not be penalized for the same	Clause as per tender prevails. Necessary documents pertaining to RailTel required for ROW permission shall be provided. However, arranging ROW permission will be the sole responsibility of the Bidder.
10	2	9	2B.7 Other Conditions	2B.7.4 The bidder shall provide all the equipment's like routers, muxes, converters etc. for extending the link to RailTel's POP. The equipment's shall be provided with necessary redundancy and auto switch arrangement wherever feasible. It would be the overall responsibility of the bidder to demonstrate end to end working of the ordered links.	All the network equipments delivered by bidder at customer site for the Services should be kept under safe custody by the customer. In case any device found lost or damaged due to customer attribute than customer has to bear the cost for lost/damaged as well as new device. Further bidder would request to specify the link testing and acceptance criteria	All the equipments shall be installed and commissioned in safe and secure premises in RCIL POP/Railway Stations.
11	4	13	4.6 Delivery Period	Link(s) are required to be delivered by the supplier at the POP location within 21 days from the date of issue of Purchase order.	Bidder request RAILTEL to increase the delivery timeline from 21 days to 90 days as due to COVID-19 delivery are delayed	Please refer corrigendum for ammended clause.
12	4	17	4.26 Liquidated Damages	The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order for any reason whatsoever attributed to failure of bidder. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.	Bidder request to amend this clause and LD would be Max 10% on delay of pending work.	Clause is self Explanatory. Clause as per tender prevails.
13			General	Site access and permission	All kind of permission/access at site from feasibility check to link delivery will be arranged by customer. Inbuilding internal cable routing in false ceiling and under POP wall will be in customer scope of work	Bidder is required to submit necessary documents as per issued guidelines for working in Railway premises for obtaining permission and access at site. Please refer tender Clause 2B.7.3 , Laying and routing of cable upto RailTel equipment to deliver service shall be the responsibility of bidder.
14			General	Site readiness	Customer has to ensure the site readiness before bidder depute engineer at site for installation. Delay due to site readiness will not be consider under the delivery time lines and no penalty or LD will be applicable on bidder.	It is understood, delay on account of RailTel shall not be counted on bidder part.
15			General	First level troubleshooting	In case of connectivity down, FLT will be done by the customer spoke available at site. No downtime will be attribute to bidder incase the local person is not available at site or on site access is not available for the bidder engineer to check after the FLT.	Not agreed.
16			General	SLA calculation	SLA/downtime calcaultion will be done basis the trouble ticket rasied by the customer with the bidder central helpdesk. Bidder will share the monthly uptime report with the customer where all the SR will be captured along with detailed RFO/RCA.	Please refer clause 2B.5 of Tender.
17			General	SLA Exemption	NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not avaiable at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	SLA shall be applicable as per the tender. However, issues on account of RailTel shall not be counted on bidder part.
18			General	Latency	Bidder request customer to specify the latency	SLA parameter to be met as per the tender. Please refer clause 2B.5 of Tender.