RailTel response to Queries for Tender No- RailTel/Tender/OT/CO/P/ 2020-21/DWDM 100G/530 .						
S. No.	**Document Type**	**Tender Page No.**	**Tender Clause No./Section No.**	**Content of Tender/Corrigendum/ Reply of Queries requiring clarification**	**Points of clarification required**	**RailTel's Response**
1	Corrigendum-V	10	SN-37 (3.4 (iii) of Chapter-3)	In case rates are quoted in foreign currency, these will be converted to Indian rupees for evaluation purposes taking B.C. selling Exchange rate of State Bank of India applicable on the date of technical bid opening.	As per Corrigendum # V dated 25.06.2020, clause stand deleted thus barring bidders who were uptill now quoting in foreign currency and thus keeping very restricted competition. We propose, to allow the bidder to quote in INR Currency for bidding purpose. However, while issuing the APO, RTL can convert the price quoted (atleast for teh hardware) in Foriegn currency. Currency conversion can be freezed on teh day of technical opening of teh tender.	no change
2	Corrigendum-V	11	SN-40 (3.14.2 of Chapter-3)	In case of imported items, 75% of the value of imported equipment/ materials would be paid through irrevocable Letter of Credit (LC) to be operated from Corporate Office/Regions on submission of the following documents : i. Bill of Lading/ Air Way Bill. ii. Invoice in triplicate & should also indicate CIF value. iii. Packing list. iv. Factory Test Report. v. Purchaser's Inspection Certificate. vi. Certificate of country of origin authenticated by the chamber of commerce. vii.Insurance certificate.	As per Corrigendum V dated 25.02.2020, RTL have changed the clause limiting teh payments in INR ONLY (deleting all Foriegn Currency), we would like request to instate this clause as original and should be read as: In case payment is to be made in foreign currency, 75% of the value of imported equipment/materials would be paid through irrevocable Letter of Credit (LC) to be operated from Corporate Office on submission of the following documents: i. Bill of Lading/ Air Way Bill. ii. Invoice in triplicate & should also indicate CIF value. iii. Packing list. iv. Factory Test Report. v. Purchaser's Inspection Certificate. vi. Certificate of country of origin	no change

				viii. Warranty certificate of OEM ix. A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification. x. A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released. The Custom Duty/IGST on imported items shall be paid by RailTel against Bill of Entry. However, since the price quoted by the vendor are inclusive of taxes, in case excess Custom Duty is paid by RailTel as compared to the rate of Custom Duty quoted by vendor, the same shall be recovered from vendor from it's payment. If the payment is required through LC, Bank charges in India will be borne by RailTel, while those outside India by the tenderer. All Charges at both ends for LC modifications will be borne by the party requesting the changes.	authenticated by the chamber of commerce. vii. Insurance certificate. viii. Warranty certificate of OEM ix. A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification. x. A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released. The Custom Duty/IGST on imported items shall be paid by RailTel against Bill of Entry. However, since the price quoted by the vendor are inclusive of taxes, in case excess Custom Duty is paid by RailTel as compared to the rate of Custom Duty quoted by vendor, the same shall be recovered from vendor from it's payment. If the payment is required through LC, Bank charges in India will be borne by RailTel, while those outside India by the tenderer. All Charges at both ends for LC modifications will be borne by the party requesting the changes.	
3	Corrigendum-V	12	SN-47 (clause 1.4 of Chapter-4E)	Factory acceptance tests shall be carried out after review and approval of FAT procedure/documents as per bid requirements and review of Pre-Factory acceptance results & shall be conducted at the manufacturing facilities from where the respective equipment/subsystems are offered. In case of imported items, FAT may be	Pls clarify, in case the bidder wants to have the testing at the place of manufacturing (outside india) , pls confirm who bears the travelling charges (including boarding & loadging)	Please read Clause 7.5.5 of Chapter-7

				conducted in India, if bidder can arrange all testing and measuring facilities in india. Technical parameters for testing in India shall be standard and as defined in the tedner document. No additional cost shall be paid to OEM/bidder. The factory acceptance testing shall be conducted in the presence of the Purchaser/Engineer. The tests shall be carried out on random sampling of 8% lot size with minimum quantity of 4 nos. on main equipment /items and factory acceptance certificates shall be issued. The factory tests shall include but not be limited to: A) Equipment Testing: i) Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc. ii) Electrical checks including internal wiring, external connections to other equipment etc. iii) Check for assuring compliance with standards mentioned in the specifications. iv) Individual check on each/module/sub-assembly in accordance with the modes and		

				diagnostics programs of the Tenderer. v) Checks on power consumption and heat dissipation characteristics of various equipment vi) Environment testing and other laid down tests in Type Tests plan of the specification of the equipment. vii) Functional testing viii) Any other test not included in FAT document but relevant to the project as desired by the Purchaser/Engineer at the time of factory acceptance testing. B) System Integration Testing Functional and performance test should be conducted for the complete system concerning and connecting the DWDM equipment and all major equipment constituting the system (including the equipment supplied by sub-vendors, as applicable) simulating the complete network with appropriate optical attenuators connecting between DWDM nodes to simulate the optical loss of Optical Fibre Cable. The system shall include the total Network Management System. All the functions of NMS shall be demonstrated in totality (as per requirements/specifications of this		

				document including management of DWDM). All equipment shall be connected using the same cables (interfaces/components) as will be used during final installation so that the system can be tested in its final configuration. This testing shall be conducted at the manufacturing facility of the main (DWDM) equipment. Tenderer/OEM, shall be paid @ 3.5% of supply cost per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/ card/assembly/ subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Only incremental cost in % (In Rs.) over and above this, if perceived by the OEM and Tenderer, may be indicated in Schedule of Requirement and shall be added towards evaluation of tender. If however the tenderer feels that his AMC Cost is less than 3.5% per annum, he should give suitable discount in equipment pricing. For AMC he will be paid @ 3.5% per annum only. If the Tenderer quotes a higher base rate for AMC, he will be paid at his quoted rate per annum and five-year differential cost shall be added to offered cost. AMC would have to be valid for minimum period		

				of 5 years after the warranty. This period of 5 year may be extended further with mutual consent of RailTel and Contractor. In case a tenderer quotes AMC rates lower than 3.5%, no advantage will be given to him for evaluation purposes. In case the tenderer wins the contract, his product cost will be reduced by differential (w.r.t. 3.5%) AMC rates for five years& he will be paid accordingly. AMC charges to him, however be paid only @ 3.5% per annum on quoted product price.		
4	Tender Document	19	3.3.2 (7) of Chapter-3	Eligibility Criteria for Bidder	Clause should allow OEMs to add their experience in Bidders Eligibility.	no change
5	Tender Document	27	3.8.7 of Chapter-3	Separate LOA/agreement for AMC shall be entered with OEM/ Bidder by RailTel 3 months before completion of warranty period. A fresh Bank Guarantee valid for five years for 10% of the total AMC cost of five years shall be required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation. This PBG of AMC is to be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period then the penalty as per the clause 6.5 (Chapter-6) will be imposed and	would like to clarify if the fresh Bank Guarantee valid for five years @ 10% of the value of the AMC contract's annual value shall be required to be submitted by OEM/Tenderer for due fulfillment of long term maintenance support obligation.	clause is very clear

				RailTel may encash the PBG given with the original LOA.		
6	Tender Document	27	3.8.9 of Chapter-3	Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are given in Chapter 11. Other terms and conditions of the tender shall also be applicable for AMC. Note: The acceptance of the above clause 3.8 is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-III of chapter-9. Any deviation / non acceptance will lead to rejection of the bid summarily	Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are given in Chapter 11. Other terms and conditions of the tender agreed in the LOA/Agreement for supply shall also be applicable for AMC. Note: The acceptance of the above clause 3.8 is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-III of chapter-9. Any deviation / non acceptance will lead to rejection of the bid summarily	no change
7	Tender Document	35	3.16 of Chapter-3	Tax variation: Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, any increase in statutory taxes & duties shall be on RailTel's account only when the delay is on account of RailTel. However, benefit of any reduction in Taxes/Duties will be passed on to RailTel.	we would like to propose : Any changes (increase/decrease) in the statutory taxes & duties after opening of bid shall be on RailTel's account	no change

8	Tender Document	121	6.13.3 of Chapter-6	The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST,UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.	We would like to submit "The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST,UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges. Imported items shall be quoted and paid in EURO and supplied by ADVA Optical Networking SE; local items and services shall be quoted in INR and supplied by ADVA Optical Networking India Pvt. Ltd. The price quoted shall be firm, fixed and • in EURO, CIP any India International Airport (Incoterms 2010) for imported supply • in INR for local supply and services. Custom duty is to be paid by RailTel directly to custom authorities. Any changes in statutory duties/taxes after opening of bid will be to RailTel's account."	no change
9	Tender Document	121	6.13.7 of Chapter-6	In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.	Would like to clarify: "In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser, provided that if there is any mismatch on GST, the purchaser should notify the vendor in writing at the earliest for necessary correction at both ends. The same provisions shall be applicable in case of debit/credit notes."	no change

10	Tender Document	126	7.5.1 of Chapter-7	The supplier/manufacturer shall give a call for inspection within six weeks of issue of Sub PO when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment's in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and inspection certificate issued.	Would like to clarify : "The supplier/ manufacturer shall give a call for inspection within six weeks of issue of Sub PO when the material is ready to be supplied and ready for inspection. Such pre-shipment/pre-dispatch inspection (if applicable) of the material/equipment/interface cards should be offered and carried out at manufacturer's / supplier's sites by RailTel's authorized representative."	Please see Corrigendum VII
11	Tender Document	127	7.8 of Chapter-7	Marking of Material Supplied: The tenderer should agree to indicate the Manufacture's Name, Month and Year of manufacturing by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material	Marking of "each" material will be too lengthy process as there will too many line items and would request you to relax the clause to "supplied shall be in accordance with the specifications agreed by the parties"	Please see Corrigendum VII
12	Tender Document	139	Clause 8.12.0 of Chapter-8	Facilities for test and Examination	This is already covered in clause 1.4 of chapter 4, so this should be deleted	no change

13	Tender Document	139	8.12.1 of Chapter-8	Cost of Test- The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's or Consignee's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.	Testing portion is already covered in clause 1.4 of chapter 4, so this should be deleted	no change
14	Tender Document	140	8.12.2 of Chapter-8	Delivery of Stores for Test- The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.	Testing portion is already covered in clause 1.4 of chapter 4, so this should be deleted	no change

15	Tender Document	140	8.12.3 of Chapter-8	Liability for Costs of Special or Independent Test- In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.	Testing portion is already covered in clause 1.4 of chapter 4, so this should be deleted	no change
16	Tender Document	140	8.12.4 of Chapter-8	Method of Testing- The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.	Test cases and Method of Testing should be mutually agreed by the parties.	no change
17	Tender Document	140	8.12.6 of Chapter-8	Powers of Inspecting Officer- The Inspecting Officer shall have the power:- (i) Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture. (ii) To reject any stores submitted as	Testing portion is already covered in clause 1.4 of chapter 4, so this should be deleted	no change

				not being in accordance with the particulars. (iii) To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit", he is satisfied that the same is unsatisfactory. (iv) The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.		
18	Corrigendum-V	11	Sn-40 (clause 3.14.2 of Chapter-3)	In case of imported items, 75% of the value of imported equipment / material would be paid through irrevocable line of credit (LC) to be operated from corporate office /region on submission of ………………	In a scenario where 'an foreign OEM participate in the tender through an Indian SI'; we understand, in that case, the Indian SI'(Who has quoted the BID in INR) will be paid 75% of the value of equipment through 'Irrevocable line of credit (LC) 'in INR. Kindly Confirm if the understanding is correct.	This clause is applicable in case foreign OEM is a bidder.

All other terms and conditions of Tender document will remain unchanged along with all previous corrigenda.

9/7/20
Jagdeep Singh
ED/Operations
(For and on behalf of RailTel Corporation of India Ltd.)