

### M/s Emerson Network Power Pre-Bid Queries

Sr No	Clause	Clarification	Comments from RailTel	Corrigendum Issued/Not Needed
1	2	3	4	5
1	10- EMD	No EMD format is found in tender documents, please provide same.	EMD has to be submitted in the form of DD from a nationalized bank	Corrigendum not needed
2	SCC- 39- Measurement of works	Please clarify the billing will be on lump-sum or measurement basis. For lump-sum no measurements of work will be done	The project is turnkey based. All deliverables which are essential for completion of the project shall be provided by the bidder. Billing will be done as per the schedule of requirement available. However, for the lower side items and services, Bills will be paid as per the On-site measurement/actual quantities used. However, if the bidder omits an item/service or miscalculate or shortfall in design of any line item or service. RailTel will not pay over and above the quoted price i.e., RailTel will pay for a particular item as per the actual measurement or price quoted whichever is less	Corrigendum issued
3	SCC-46- Mobilization advance	Please remove the interest charges from mobilization advance and adjust it against the future payments	Mobilization clause-46 stands deleted. No Mobilization amount will be given.	Corrigendum issued
4	Chapter I- point 14-	It is mentioned that construction power and water will be on chargable basis. Please consider to provide it free of cost	No change envisaged	Corrigendum not needed
5	SCC- 35.2- LD	It is mentioned that capping on LD is 10% of contract value. Request you to consider it as 5% as per industry standard	No change envisaged	Corrigendum not needed
6	General	Do we need to include 1 Year operation and maintenance cost in build price.	The rates quoted shall include the cost of operation maintenance support during the warranty period (12 months) as specified in the special conditions of the contract. Such Warranty support inclusive of O&M support is for a period of ONE year from the date of the issue of PAC. Subsequently, Long Maintenance Support as per CL. 29.9 of Section-II, Chapter-2 of Tender Document will be applicable.	Corrigendum issued

ESDS Pre-Bid Queries			
S.No	Clarification Required	Comments from RailTel	Corrigendum Issued/Not Needed
1	2	3	4
1	Expansion of 60 racks to be done in the presence of 40 racks that are in production. Will there be a partition in between these two areas or the client wants them to be in one single hall?	Yes, 60 racks of Phase-II are planned in a separate room adjacent to Phase-I. Partition between two phases is available.	Corrigendum not needed
2	Client has asked for Uptime Tier III Facility Certification for the entire facility. We can provide the certification for the new infrastructure which will be built. For the existing infrastructure of 40 Racks, we need to study the designs. Has the client designed the existing infra as per any standards e.g. TIA, EPI or equivalent?	Uptime Tier III certification is required for the new infrastructure constructed facility i.e. Phase II of 60 Racks.	Corrigendum not needed
3	Is the transformer/ incoming power in the scope of bidder?	No, it is not in the scope of bidder. Transformer/incoming power is sufficient both phase-I and phase-II.	Corrigendum not needed
4	Does the client has an empaneled vendor for all existing electrical works to avail support during electrical installations of new infra?	Bidder shall enter in an agreement with existing vendor for necessary site coordination. Commercials towards site coordination shall be included in the bid. RailTel will arrange handshake with the existing vendor for successful completion of the project.	Corrigendum not needed
5	Does the client has a dedicated electrical team to support for details of the existing electrical systems?	Yes, RailTel has a dedicated electrical team.	Corrigendum not needed
6	Is there any trench or duct from HT/Transformer to the main building for the power cables to pass?	Yes	Corrigendum not needed
7	Is there any duct around the building that carries the power cables for existing infra?	Yes, RailTel has a duct for carrying power cables for existing infra.	Corrigendum not needed
8	Is the electrical room present in the HT/ Transformer Yard or inside the building?	Electrical room present in transformer yard.	Corrigendum not needed
9	Is NOC, Staging Room and Storage Room in the scope of Bidder?	No, NOC and staging room are not in scope of bidder.	Corrigendum not needed
10	Is there a hot swap system available for Data Center UPS Systems? Hot Swapping will be needed to add the UPS Systems online.	Yes	Corrigendum not needed
11	Details of the existing power, panels, UPS and Data center systems.	Details provided in the Annexure	Corrigendum not needed
12	Existing details of PUE if available.	Details provided in the Annexure	Corrigendum not needed

<b>S.No</b>	<b>Clarification Required</b>	<b>Comments from RailTel</b>	<b>Corrigendum Issued/Not Needed</b>
13	The bidder should be an Indian registered company having significant support presence in Hyderabad for providing data centre design, implementation and maintenance services.	No change is envisaged in the clause	Corrigendum not needed
14	The Bidders or their promoters having equity stake or operating partnership in companies, which are in the business of Telecom/ISP/MPLS/NLD/Data Center, services are not eligible.	No change is envisaged in the clause	Corrigendum not needed
15	Tenderer shall deposit a sum Rs. 5, 20,000/- (Rupees Five Lakhs Twenty Thousand only) as Earnest Money in a manner prescribed in Para 5 of section –II chapter –I (Instructions to Tenderers and Conditions of Tendering) of tender document.	No change is envisaged in the clause	Corrigendum not needed

## HEWLETT PACAKARD ENTERPRISE INDIA PVT LTD Pre-Bid Queries

Sl. No	RFP Document Reference(s) (Vol No. / Section no. / Page No.)	Content of RFP requiring clarification	Clarification Sought	Comments from RailTel	Corrigendum Issued/Not Needed
1	2	3	4	5	6
1	Section II, Chapter. 1, - Clause. 2	"WORK OR WORKS" Means all or any of the items of the work for which the Tenderer/Contractor has Tendered/contracted according to the specifications, drawings and Annexure hereto annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.	Please revise this as: "WORK OR WORKS" Means all or any of the items of the work for which the Tenderer/Contractor has Tendered/contracted according to the specifications, drawings and Annexure hereto annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.	No change is envisaged since the description is as per General Conditions of Contracts followed in RailTel. The same was existing in Phase-I Tender Document also.	Corrigendum not needed
2	Section II, Chapter. 1, - Clause. 12	The works/work are/is to be completed within a period as mentioned in preamble from the date of issue of Letter of Acceptance of the tender.	Please revise this as:  The works/work are/is to be completed within a period as mentioned in preamble from the date of <b><u>execution of contract</u></b> issue of Letter of Acceptance of the tender.	No change is envisaged since the description is as per General Conditions of Contracts followed in RailTel. The same was existing in Phase-I Tender Document also.	Corrigendum not needed

1	2	3	4	5	6
3	Section II, Chapter. 1, Clause. 20	System Performance Guarantee	Bidder request that warranty and support obligation shall be clearly segregated. We also request deletion of word Guarantee and the requirement of achieving the desired objective as it's an open ended statement and bidder is required to supply based on the specification and shall be obligated to ensure that product supplied meets the specification. In relation to services the only warranty is in relation to providing services in a professional and workmanlike manner.	No change is envisaged since the description is as per General Conditions of Contracts followed in RailTel. The same was existing in Phase-I Tender Document also.	Corrigendum not needed
4	Section II, Chapter. 2, Clause. 1.2	If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer the various works coming under the purview of the contract shall be governed by tender documents mentioned above.	Please clarify that bidder's proposal will form part of the contract	No change is required; may please refer Cl. 1.3 which is clear on the same.	Corrigendum not needed
5	Section II, Chapter. 2, Clause. 3	Contract Performance Guarantee	We request that PG shall remain valid up to contract term with the provision of extension by mutual consent. Please also clarify that PG can be invoked only in case of material breach after providing a reasonable cure period to rectify the defects. We are requesting this change to ensure that reasonable notice of default and cure period is provided before PG invocation which is also the intent of RailTel. We request that PG be submitted within 15 days from date of signing of the contract.	No change is envisaged. PG shall be submitted within 15 days from the date of issue of LOA as per section-II, chapter-II, clause 3.1.	Corrigendum not needed

1	2	3	4	5	6
6	Section II, Chapter. 2, Clause. 11.1	All materials required for the execution of the contract shall be arranged and supplied by the Contractor as detailed in the scope (Preamble) so as to realize the end objective. The supply of equipments and materials shall also include required installation and other materials and documents etc which may not be specifically mentioned herein but which are usually necessary for completing the work in all respects.	Please revise this as: All materials required for the execution of the contract shall be arranged and supplied by the Contractor as detailed in the scope (Preamble) <del>so as to realize the end objective</del> . The supply of equipments and materials shall also include required installation and other materials and documents etc which may not be specifically mentioned herein but which are usually necessary for completing the work in all respects.	This is Standard Clause in SCC of RailTel, hence no change is envisaged.	Corrigendum not needed
7	Section II, Chapter. 2, Clause. 26	<b><u>Provision Acceptance</u></b>	Since the delivery and the acceptance process will be time bound we suggest to include the below clause with regard to acceptance Provisional and Final Acceptance:Deemed Acceptance: Deliverables will be accepted when the Purchaser so advises the Bidder or at the end of five (5) business days if the Purchaser fails to give Bidder written notice of non-conformance within that time period. However, if Customer, prior to either event, uses the Deliverable for productive use, it will be deemed accepted upon such use. We request that each site acceptance be final & absolute acceptance for the site. We request removal of Provisional acceptance.	This is Standard Clause in SCC of RailTel, hence no change is envisaged.	Corrigendum not needed

1	2	3	4	5	6
8	Section II, Chapter. 2, Clause. 29	WARRANTY SUPPORT & LONG TERM MAINTENANCE SUPPORT	<p>Product warranty is usually provided by Manufacturer and the warranty card does provide details of warranty and the exclusions of warranty in the event of use of product in an unauthorized manner.</p> <p>Please note that the Supplier will not be able to warrant that the stores to be supplied will be completely defects free, given the nature of technical equipments, however, the Bidder will take all necessary precautions and the store bundled with AMC and support shall be cured within the Warranty or support period. Kindly amend the Clause accordingly.</p> <p>HP shall pass on the standard warranties provided for by the OEMs to the purchaser to meet this requirement. Upon expiration of the OEM warranty, HP will provide support as per the proposal submitted to the purchaser.</p> <p>Products are governed by End of Sales / End of support policies of OEM manufacturers. In the event where a product reaches End of Sales /End of Support, if the Customer wants replacement of such products the same will be carried out as per the OEMs standard End of Sales/Support Policy through a change request process.</p> <p>Warranty on the product replaced during warranty period shall be only</p>	This is Standard Clause in SCC of RailTel, hence no change is envisaged.	Corrigendum not needed

			<p>for the remainder of the warranty period. Post warranty Bidder will provide support to RailTel.</p> <p>It is a known fact that the product supplied will have defects and the obligation of the bidder is to ensure that defect when noticed by bidder or notified by RailTel is rectified in the reasonable time.</p> <p>We request deletion of the clause whereby Purchaser may proceed the work at contractors cost.</p>		
9	Section II, Chapter. 2, Clause. 34	LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS	Please clarify that Liquidated Damages and SLA penalties are the sole compensation for loss sustained by RailTel due to delays and default.	The clause is clear on loss sustained by RailTel due to defaults and delays by contractor ; No further clarification needed	Corrigendum not needed
10	Section II, Chapter. 2, Clause. 37.2	The Maximum Liability of contractor to any Loss/Damages to RailTel including Liquidity Damages and Performance Bond shall be limited to 100% of Value of contract.	Please clarify that "Neither RailTel nor Bidder will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages."	Loss to RailTel due to various clauses-33 to 37 will be taken for calculating the maximum liability under this clause.	Corrigendum not needed
11	Section II, Chapter. 2, Clause. 39.2	MEANING AND INTERPRETATION BY RAILTEL TO BE FINAL- All measurement, method of measurement, meaning an intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding	We request inclusion of clause in the RFP for escalation matrix and Governance process. In case of any dispute between the parties as to interpretation or inconsistency the matter shall be escalated as per Governance for amicable settlement. If both the parties fail to agree under the governance the issue shall be addressed as per dispute resolution provision.	No change envisaged. Interpretation by RailTel shall be final.	Corrigendum not needed



1	2	3	4	5	6
12	Section II, Chapter. 2, Clause. 47	<b><u>Insurance</u></b>	We request that insurance requirement under the RFP shall be restricted to insurance mandated by law. We request do accept risk in relation to goods till the delivery of goods at purchaser's location.	No change envisaged. Interpretation by RailTel shall be final.	Corrigendum not needed
13	Section II, Chapter. 2, Clause. 50	<b><u>TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR</u></b>	Bidder requests at least a 30 days cure period. Bidder also requests that in case of termination, purchaser to Pay the bidder for all products and services delivered till point of termination	If the work is in progress and it is with in 120 days of completion period, then 21 days notice period followed by 7 days and 48 hours notice is issued before termination. If in extension period of work completion, 7 days of notice period followed by 48 hours notice will be issued before termination.	Corrigendum issued
14	Section II, Chapter. 4, Clause. 3.9	<b><u>5.8 TRIAL RUN/FIELD TRIALS</u></b>  Ideally, during the 'Trial run, no shutdown of the system due to failure of equipment, power supply etc. should happen. A record of all failures shall be kept for each manned/unmanned station and the availability of the system on per hop and end to End basis shall be calculated, accordingly and results submitted to Purchaser/engineer. If the system fails to come up to the guaranteed performance, the Tenderer, within a period of thirty (30) days shall take any and all corrective measures and	We request the Bidder to consider the below line for deletion as we are already abiding by the risk purchase clause discussed below:  <i>In case the date of completion for the second trial run exceeds the time schedule for the project, he shall be liable to pay liquidated damages.</i>  Further, we request the line highlighted in 'Red' to be amended as below:  <b><i>If the system fails to reach the guaranteed performance even after the second trial run, the Purchaser may engage a Third Party to perform such unfulfilled obligations at the risk and cost of the Bidder, provided that the Purchaser shall only be entitled</i></b>	Clause forms part of standard tender document. No change is envisaged.	Corrigendum not needed

		<p>resubmit the system for another 'Trial Run' of trial period. All modifications, changes, corrective measures, labour etc. shall be at the cost of the Tenderer. In case the date of completion for the second trial run exceeds the time schedule for the project, he shall be liable to pay liquidated damages. If the system fails to reach the guaranteed performance even after the second trial run, the Purchaser shall be free to take any action as he deems fit against the Tenderer and to bring the system to the guaranteed performance with the help of third party at the expense of the Tenderer.</p>	<p><b><i>to the difference between the amount as would have been payable to the Bidder in respect of the relevant products for performance of its obligations and amount actually spent by the Purchaser for procuring such relevant product from a Third party, provided that the incremental cost in any case shall be limited to 10% of the value for performing such unfulfilled obligations.</i></b></p>		
15	38.2	<p>The prices shall include all taxes, duties, Royalty and levies (including Octroi / Entry Tax, Custom Duty with/without High Sea Sale etc.) applicable on this contract. Therefore, the bidder should quote their prices taking into account the rate of central sales tax/ local sales tax/ VAT or any other tax leviable on contract..</p>	<p>Bidder requests to charge Octroi/entry tax on actual</p>	<p>At present there is no Octroi or Entry Tax in Telangana. However, it is bidders responsibility to include Octroi and Entry tax components depending on the source and destination.</p>	<p>Corrigendum not needed</p>

1	2	3	4	5	6
16	Section-I, Chapter-II. (C.Service Level Agreement)	<p>The contractor shall ensure that the data centre infrastructure built by them shall have an uptime of 99.982%. During the support period contract shall submit a monthly uptime report of the infrastructure. For every additional minute of downtime beyond SLA, a penalty at the rate of Rs.10000/- per minute. Any failure of critical components (Power Distribution Equipments, Cooling for system for Data Center, Network room and UPS room) shall be restored within 30 minutes from the time of failure. For any delays beyond 30 minutes, a penalty of Rs. 1000/- per minute. Any failure of non critical components shall be restored within 4 hours from the time of failure. For any delays beyond 4 hours, a penalty of Rs. 1000/- per hour.</p> <p>The total value of the penalty shall be limited to a maximum of 10% of the contract value.</p>	<p><b>Bidder request to modify the clause as per below-</b></p> <p>The contractor shall ensure that the data centre infrastructure built by them shall have an uptime of 99.982%. During the support period contract shall submit a monthly uptime report of the infrastructure. For every additional minute of downtime beyond SLA, a penalty at the rate of Rs.10000/- per minute. Any failure of critical components (Power Distribution Equipments, Cooling for system for Data Center, Network room and UPS room) shall be restored within 30 minutes from the time of failure. For any delays beyond 30 minutes, a penalty of Rs. 1000/- per minute. Any failure of non critical components shall be restored within 4 hours from the time of failure. For any delays beyond 4 hours, a penalty of Rs. 1000/- per hour.</p> <p>The total value of the penalty shall be limited to a maximum of 5% of the quarterly charges.</p>	No change is envisaged.	Corrigendum not needed

17	Section-I, Chapter-II. (TERMS OF PAYMENT)	<p>60% (Sixty percent) of the value of equipments/ material supplied of each consignment shall be paid on production of the following documents</p> <p>20% (Twenty five percent) value of goods supplied shall be paid after the successful completion of installation of these equipments and completion of all measurements and testing to the satisfaction of Engineer.</p> <p>15% (Fifteen percent) value of the goods supplied shall be paid after the successful completion of installation &amp; commissioning of whole system, receipt of Site certification from Uptime Institute and issue of "Provisional Acceptance Certificate by Purchaser's Engineer.</p> <p>Final payment of 5% of the contract value shall be made after satisfactory operation and maintenance of the work under the supervision of the contractor for a period of one year after commissioning and issue of Final Acceptance Certificate.</p>	<p>Bidder requests to change the clause as below</p> <p>80% (eighty percent) of the value of equipments/ material supplied of each consignment shall be paid on production of the following documents</p> <p>10% (Ten five percent) value of goods supplied shall be paid after the successful completion of installation of these equipments and completion of all measurements and testing to the satisfaction of Engineer.</p> <p>10% (Ten percent) value of the goods supplied shall be paid after the successful completion of installation &amp; commissioning of whole system, receipt of Site certification from Uptime Institute and issue of "Provisional Acceptance Certificate by Purchaser's Engineer.</p>	No change is envisaged.	Corrigendum not needed
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1	2	3	4	5	6
18	Section-I, Chapter-II.TERMS OF PAYMENT	<p>PROGRESS PAYMENT FOR EXECUTION OF WORK (SCHEDULE OF SERVICES)'Progress payment' shall be made separately for each item/sub-item of work given in the Schedule of Services, once in a calendar month.40.5.1 75% (Seventy five percent) of the progress payment for each item of Schedule of Services shall be made after successful completion the respective services joint measurement and testing to the satisfaction of Engineer.40.5.2 20% (Twenty percent) value of the works/services completed shall be made after the issue of Provisional Acceptance Certificate and supply of Documentation as per Para 12.</p>	<p>Bidder requests to change the clause as'Progress payment' shall be made separately for each item/sub-item of work given in the Schedule of Services, once in a calendar month.40.5.1 <b>80%</b> (Eighty percent) of the progress payment for each item of Schedule of Services shall be made after successful completion the respective services joint measurement and testing to the satisfaction of Engineer.40.5.2 20% (Twenty percent) value of the works/services completed shall be made after the issue of Provisional Acceptance Certificate and supply of Documentation as per Para 12.<b>We also request RailTel to confirm that the payments will be made within 30 days from the date of invoice along with valid supporting documents.</b></p>	No change is envisaged.	Corrigendum not needed
19	Section-I, Chapter-II. FINAL PAYMENT	<p>FINAL PAYMENT Final payment of 5% of the contract value shall be made after satisfactory operation and maintenance of the work under the supervision of the contractor for a period of one year after commissioning and issue of Final Acceptance Certificate.</p>	<p>Bidder requests to delete this clause. OR give the option to claim the payment against PBG submission.</p>	No change is envisaged.	Corrigendum not needed

1	2	3	4	5	6
20	Section-I, Chapter-II. CONTRACT PERFORMANCE GUARANTEE (SECURITY DEPOSIT)	PERFORMANCE GUARANTEE will be invoked only for material breach remaining uncured even after being provided 30 days cure period by RailTel to rectify the breach	Bidder requests to add this language to the clause	No change is envisaged.	Corrigendum not needed
21	Section-I, Chapter-II. (VARIATION IN QUANTITIES)	The Contract value may vary within +/-25% of the grand total of schedule of requirements as included in the Letter of Acceptance to tender. In case of such variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +/-25% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever	Bidder requests to change to clause as : The Contract value may vary within +/-5% of the grand total of schedule of requirements as included in the Letter of Acceptance to tender. In case of such variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +/- 5% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever	No change is envisaged.	Corrigendum not needed
22	Section-I, Chapter- II.(MAINTENANC E OF WORKS)	Please read entire clause	Bidder requests to cap the maximum liability on the bidder to 5% of the quarterly invoice amount	No change is envisaged.	Corrigendum not needed
23	Section-I, Chapter-II. (LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS)	LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS	Bidder requests to cap maximum liability on the bidder to 5% of the quarterly invoice amount	No change is envisaged.	Corrigendum not needed

1	2	3	4	5	6
24	Section-I, Chapter-II. (PENALTY FOR DELAY IN COMPLETION)	<p>35.1 If the contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted under para 36, the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of 0.5% per week or part hereof ( rounded off to the nearest whole number ) of the incomplete/uncommissioned value of the contract for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract.</p> <p>35.2 The total value of penalty on account of above shall be limited to maximum of 10% (Ten percent) of the total contract value.</p>	<p>Bidder requests to change the clause as</p> <p>35.1 If the contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted under para 36, the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of 0.5% per week or part hereof ( rounded off to the nearest whole number ) of the <b>incomplete/undelivered</b> value of the contract for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract.</p> <p>35.2 The total value of penalty on account of above shall be limited to maximum of 5% (Ten percent) value of undelivered portion.</p>	No change is envisaged.	Corrigendum not needed
25	Section-I, Chapter-I Clause-2.1.2.6	2.1.2.6 Supply, Installation and commissioning of DG set,synchronization with existing DG system.- Page No-07	Existing DG capacity with sync panel details( Type of relay).	Details provided in the Annexure	Please refer Annexure to Corrigendum
26	Section-I, Chapter-II Clause-3.4	The UPS system to be provided in such way that, it should be synchronized with the existing UPS which is 400KVA and both have to be in load sharing mode. Page-19	Existing 400KVA UPS model details.	Details provided in the Annexure	Please refer Annexure to Corrigendum

1	2	3	4	5	6
27	Section-I, Chapter-I Clause-2.1.1	The work involves augmentation of Data centre by addition 60 rack capacity (Phase-II). The existing 40 racks capacity (phase-I) is in production. Phase-II work should be executed without interruption to the phase-I working environment. Page-06 and Page No-22	As per load sheet 60 racks as being mentioned whereas in Rack boq 54 nos of server racks and 9 nos of network rack is mentioned. Please confirm the total no of rack.	SOR Item 6 .1 & 6.2 calrify Server Racks as 54 and NW racks as 9	Corrigendum not needed
28	Section-I, Chapter-II Clause-3.4	Phase-I load is 227 KW and Phase-II is 375 KW so total IT Load will be 612 KW, for 612 KW Tier III Uptime facility Certification is required. Page-19	Tier-III certification is required for both Phase-1 and Phase-2. Electrical setup for existing phase-1 need to be shared for validation.	Details provided in the Anenxure	Please refer Annexure to Corrigendum
29	General	Each of the Precision AC system should be dual powered from two different distribution	For PAC MCOS, Dual power PAC or static transfer switch is being asked. Is it acceptable to have dual power PAC with manual changeover or auto changeover is required?	Manual chang over is acceptable.	Corrigendum issued for Cl. 6.3 Power Distribution for HVAC in Section-I Chapter-III
30	General	panels. In case of dual power supply options not available, a static transfer switch of appropriate rating shall be used. Page No-22 and 45.	How many Utility feeders are available for Phase-2 and rating of the breaker.	Details provided in the Anenxure	Please refer Annexure to Corrigendum
31	General		Do we need to propose additional UPS for BMS, workstation and emergency lighting or there is an existing setup from which we can tap the power.	Existing UPS will be sufficient for BMS, work stations and Emergency lighting.	Corrigendum not needed
32	General		Can we use the existing earthing of Phase-1 or we need to have separate earthing for phase-2 completely.	Separate Earthing is required for Phase II.	Corrigendum not needed



1	2	3	4	5	6
33	General		Type of bus bar or cable(Al or Cu) to be used.	Bus duct between DG Sets of Phase-II and Sync Panel shall be Aluminium with copper flexible	Corrigendum issued for SOR Item 7.7
34	General		Type of light fixtures(LED or CFL). As per RFP 70% of light will be on motion sensor so 30% will be on switch control and on emergency circuit.	Lighting for Phase II is already provided.	Corrigendum not needed
35	General		In make list panel builders are mentioned as Schneider/ABB/Siemens and PDU from APC/Emerson. So does it mean from OEM factory or from there channel partners.	All major components shall be from OEM with proper maintenance support as per clause 29.8 of page 127	Corrigendum not needed
36	General		Distance between the DC building and Earth pit.	we recommend bidder to visit RailTel site and measure the distance. RailTel will assist in showing the new earthing location.	Corrigendum not needed
37	General		Please confirm if fresh DCIM license needs to be proposed or RailTel will extend the existing license from Phase I	DCIM will not be considered for Phase II	Corrigendum not needed

## Wipro Limited Pre-Bid Queries

S.No	Section/ Chapter/Clause	Reference/Subject	Clarification Sought	Clarification from customer	Corrigendum Issued/Not Needed
1	2	3	4	5	6
1	Section-I, Chapter-I Clause-2.1.2.3	2.1.2.3 Integrating of Proposed major Equipments with existing Intelligent Building management System	please provide the details of Existing BMS make & Model, software version & number of licences available. Also confirm which are all equipment to be integrated	Details provided in the Annexure	Please refer Annexure to Corrigendum
2	Section-I, Chapter-I Clause-2.1.2.6	2.1.2.6 Supply, Installation & commissioning of DG set, synch with existing DG system	Please provide the details of Existing DG make & Model, also confirm the spare breaker available in the Existing synch panel.	Details provided in the Annexure	Please refer Annexure to Corrigendum
3	Section-I, Chapter-II Clause-3.2.1	3.2.1 RailTel is proposing to extend the existing constructed Data center meeting Tier III-guidelines in a space of 250 sqft	Please provide the Existing PH1 SLD, Layout, Load details & certification taken from UI.	Will be provided to bidder once DD of Rs.10000/- is submitted to RailTel.	Corrigendum not needed
4	Section-I, Chapter-II Clause-3.4	The UPS System to be provided in such way that it should be synchronised with the existing UPS which is 400kva and both have to be in load sharing mode	Bidder should provide only the same existing make & model UPS for synch other brand UPS cannot parallel with the existing UPS. Also please provide the Existing UPS make, model & capacity also confirm the spare breaker available in the panel for synch.	Details provided in the Annexure	Please refer Annexure to Corrigendum
5	Section-I, Chapter-II Clause-3.8	Energy Efficiency: The Data center shall be designed with an energy efficient design. The target average annualised category 1 PUE shall be better than 1.5	Please confirm the annual average Category 1 PUE of 1.5 on which percentage of load 30%, 50%, 70%, 100%.	Category 1 PUE of 1.5 should be achieved for Phase II since the scope of work is Phase II	Corrigendum issued
6	Section-I, Chapter-II Clause-3.8	Any civil & interior work required to complete the project including demolition etc	Please confirm the demolition scope of civil work	Civil works for the project is in Bidders scope. Bidder shall visit RailTel's site and propose the plan according to his solution.	Corrigendum not needed

7	Section-I, Chapter-II Clause-4 (SOR) Item No: 1	Precision cooling unit low side as per specification	Please confirm the copper pipe distance from Indoor unit to Out door, water point has to be provided inside the server room & fresh water tank for PAC to be provided by client	Bidder can visit the site to measure the Copper pipe distance according to his design. Water point (D) and fresh water tank to be provided by RailTel	Corrigendum not needed
8	Section-I, Chapter-II Clause-4 (SOR) Item No: 6	Cabinet should be 42U 600W X 1200D for server rack	Please confirm Bidder has to provided the Server rack with dimension of 600 x 1000 or 600 x 1200 mm.	Rack dimensions height x width x depth; server rack : 42U x 600mm x 1000mm, network rack: 42U x 800mm x 1000mm	Corrigendum issued
9	Section-I, Chapter-III (Approved makes of components)	Packaged PDU - APC/Emerson	APC do not manufacturer PDU, Please add the name of Delta, Socomec in the approved list	In addition to APC& Emerson, MGE is included considering the specifications of RailTel Gurgaon Data Centre.	Corrigendum issued
10	Section-I, Chapter-III (Approved makes of components)	Racks	APC & APW are same company, Please add the name of NetRack & Vall rack in the approved list	Rack is only passive item. APC, APW President, Rittal, Emerson specified in Tender document gives good choice	Corrigendum not needed
11	Section-I, Chapter-III (Approved makes of components)	Precision AC - StulZ / Uniflair / Emerson	Uniflair doesn't have Digital / Inverter technology compressor he will not comply to the specification given in the RFP. StulZ can only comply 80%. PAC specification is not vendor neutral. Please provide vendor neutral specification & Add Bluebox & GEA in approved list.	In addition to StulZ / Uniflair / Emerson, GEA DENCO included considering the specifications of RailTel Gurgaon Data Centre.	Corrigendum issued
12	Section-I, Chapter-II Clause-3.4	Phase-I load is 227 KW and Phase-II is 375 KW so total IT Load will be 612 KW, for 612 KW Tier III Uptime facility Certification is required.	Kindly confirm the below points, 1. Whether Phase 1 Data center is certified by Uptime for Design and Installation?	Yes, Design certification is given by Uptime for both Phase I and Phase II. Facility Certification by UPTIME is required only for Phase II. Clause of Tender document is clear on this.	Corrigendum not needed

13	Section-I, Chapter-III (DG Fuel storage and distribution system)	Two Underground Fuel tanks are existing onsite with a storage capacity of 20 KL to run existing DGs for 72 hours on Full Load capacity with a Fuel line to Day tanks and sump tanks have proper valves at proper locations	Kindly clarify whether we need to add additional HSD tanks or existing tanks shall be used for the new gensets?	Bidder has to build new pipeline without disturbing the existing pipelines between U/G tank and day tank.	Corrigendum not needed
14	Section-I, Chapter-III (Datacenter Earthing)	Inside the Data Centre, need to connect to the existing earthing system. However, for internal distribution, local earth stations / Earth boxes need to be provided.	Please confirm the Earthing location and distance between earth pit to proposed Data center location. Also mentioned the Present health condition of the existing earthing system, Present periodical maintenance of the existing earthing system	New earth pit to be installed. we recommend bidder to visit RailTel site and measure the distance. RailTel will assist in showing the new earthing location.	Corrigendum not needed
15	Section-I, Chapter-II Clause-3.9	The successful contractor shall obtain Tier III site certification from Uptime Institute for 612KW Load. The bidder is solely responsible for the design. The design provided by RailTel as part of this RFP is the minimum requirements. The bidder may make suitable modifications, if required, to meet the Tier III guidelines and submit the design along with the bid.	We understand that Certification is for Design and Constructed facility for the Phase 2 (60 Racks) only.  Under Section 3.9 it is written as Certification from Uptime Institute for 612 kW load which is Phase 1 and Phase 2. Since Phase 1 is implemented and in operational by some other System Integrators, we cannot able to take the responsibility of Phase 1. We would like to confined our scope of design and implementation only to Phase 2 loads - Please clarify	Uptime Tier III construct facility certification is required for 'only' the new infrastructure(Phase II of 60 Racks).	Corrigendum not needed
16	Section-I, Chapter-III (DC Certification)	B. The successful bidder has to obtain design certification from Uptime of their data center design before commencing of the implementation  D. After installation, the bidder has to obtain site certification of the facility from Uptime Institute. The site acceptance process will start only after the site certification			Corrigendum not needed

17	General		<p>Request you to share the following drawings</p> <ol style="list-style-type: none"> <li>1. Data center layout drawings for Phase 1 and proposed Phase 2 layout drawing</li> <li>2. Existing facility Single line diagram &amp; Proposed Single line diagram if any</li> <li>3. External / Site plan layout with existing and space for new Gen sets</li> <li>4. DG Fuel distribution system drawing</li> <li>5. Existing UPS details (Make, Model etc.,)</li> <li>6. Existing DG Set details (Make, Model, control scheme, synchronisation logic etc.,)</li> </ol>	Will be provided to bidder once DD of 10000 Rs is submitted to RailTel.	Corrigendum not needed
18	General		<p>Kindly clarify the point of utility power termination for the Phase 2 loads.</p> <p>Also share the present peak load of existing transformers.</p>	Utility power for phase-II had to be tapped from the LT rooms. Adequate power is available for Phase-II	Corrigendum not needed
19	General		Request you to share the details and scope of civil works like partition, false floor, false ceiling, steps, doors, foundation works etc., for Phase 2.	Civil works for the project is in Bidders scope. Bidder shall visit RailTel's site and propose the plan according to his solution.	Corrigendum not needed
20	Section-I, Chapter-II Clause-3.8	Energy Efficiency: The Datacenter shall be designed with an energy efficient design. The target average annualized Category 1 PUE shall be better than 1.5.	Whether the PUE only for the phase 2 load or the expected PUE for total phases?	Category 1 PUE of 1.5 should be achieved for Phase II since the scope of work is Phase II	Corrigendum issued
			Request you to share the PUE value of Phase 1 Data center	This value is not relevant to Phase II build.	Corrigendum not needed
			Request you to share the basis of expecting Category 1 PUE. Since at design stage we will be having the data of kW of all the equipment and kWh can be measured after operational, it is recommended to go for Category 0 PUE. Category 1 / 2 / 3 can be measured after implementation	PUE Calculation sheet as per tender document.	Corrigendum not needed

21	Section-I, Chapter-I Clause-5.2 (QUALIFTING CRITERIA- Technical)	<b>5.2 Technical</b>  5.2.2 The OEM shall also certify that the products offered are not end of life or end of service and they would provide support for these products for a period of at least 10 years.	For Safety & Security industry products, major OEMs can give their Products End of Life declaration maximum for 07 years only. Can we go ahead on same? Request to change the clause/confirm the same.	Please refer corrigendum to Cl. 5.2.2	Corrigendum issued
22	Section-I, Chapter-I Clause-5.2 (QUALIFTING CRITERIA- Technical & Equipment / Material)	<b>5.2 Technical</b>  5.2.2 The OEM shall also certify that the products offered are not end of life or end of service and they would provide support for these products for a period of at least 10 years.  <b>5.4 Equipment / Material:</b>  5.4.2 All equipment/materials proposed to be used shall be of proven design and performance.  5.4.3 The equipment/materials shall be covered by the performance guarantee of the original manufacturer.  5.4.4 The tenderer shall submit a declaration from the original equipment manufacturers regarding the service support available within the country.	Can we include all these clause in single document as "Manufacturer's Authorization Form"? Please confirm.	Yes	Corrigendum not needed
23	Section-I, Chapter-I Clause-5.2 (QUALIFTING CRITERIA- Equipment / Material)	<b>5.4 Equipment / Material:</b>  5.4.5 The purchaser or his representative may undertake type tests to determine the compliance to the specification and accord type approval before the equipment are manufactured, inspected and supplied.	Please elaborate this clause? Not very clear. Are you looking for Demo or Proof Of Concept (POC)?	DG, PAC FAT to be done. Test procedure given by OEM to be approved by RailTel before FAT. Racks and other supplied in bulk will be tested at factory on sampling basis, after type approval tests	Corrigendum issued

24	Section-I, Chapter-I Clause-2	<p><b>2. Scope of Work</b></p> <p>Intelligent Building Management System : Integrate all the proposed equipments with the existing IBMS.</p>	<p>1. Please share existing IBMS / BMS System MAKE &amp; MODEL details.</p> <p>2. Please share IO Summary list / 3rd party components already integrated with existing BMS Setup.</p> <p>3. Which are the proposing equipments to be considered for integration with Proposing IBMS/BMS? Please list down.</p>	Details provided in the Annexure	Please refer Annexure to Corrigendum
25	Section-I, Chapter-I Clause-2	<p><b>2. Scope of Work</b></p> <p>Warranty and Maintenance Support for a period of ONE year from the date of completion of the project and acceptance by RailTel.</p>	<p>Here Warranty &amp; Maintenance Support calls for 1year from Date of Project completion. However project completion itself given 120days or 4months approximately. Hence, we assume Warranty &amp; Maintenance Support from date of Letter of Acceptance(LOA) will be approx. 1years 6months. Please clarify/confirm.</p>	Warranty and Maintenance support should start from date of Provisional acceptance certificate(PAC). Clause is clear on the same	Corrigendum not needed
26	Section-I, Chapter-III ( IP based CCTV Surveillance System)	<p><b>10.2 IP based CCTV Surveillance System</b></p> <p>The IP based Closed Camera surveillance system is installed and use state of the art technology. Additional CCTV surveillance system shall have to comply with the UL standards.</p>	<p>Understand CCTV system already existing at site. Can we have details of existing system to check for feasibility, scalability of the equipments? Please check &amp; share the same.</p>	3 dome cameras in containment. HT yard 2 or 3 cameras. To ensure full coverage of the new facility, cameras should be combination of PTZ and verifocal.	Corrigendum issued
27	General		<p>Whether only BMS &amp; IP-CCTV systems are scope of requirement of this Tender? Please confirm.</p>	<p>BMS is not in the scope. Integration of new infrastructure equipment into the existing BMS is the scope of the bidder. Bidder to visit the site and design accordingly.</p>	Corrigendum not needed

28	General		can we design & propose solution for other Safety & Security Systems like Fire Detection, Early smoke aspiration (VESDA) System, Rodent repellent, Water leakage detection system, Access control system etc.? Please check & confirm.	All the systems are already available in phase II. Hence not in scope of this project.	Corrigendum not needed
29	General		<p>1. Can we have clear Floor plan layout with dimension details of every rooms with height details in Auto Cad/PDF format.</p> <p>2. Also need for height breakup details like Overall room height, False ceiling or Ceiling drop height, False floor or Raised floor height, if any.</p> <p>3. Details required for which all rooms &amp; areas to be considered for designing Safety &amp; Security systems?</p>	Will be provided to bidder once DD of 10000 Rs is submitted to RailTel.	Corrigendum not needed
30	General		Whether Manufacture Authorization Letter to be addressed as per Warranty Period of 1year? Please confirm.	As per tender document.	Corrigendum not needed
31	Section-I, Chapter-III (Data center cooling solution)	The cabinet externally painted with RA 7021 colour	Please provide the general spec for compliance	It is a colour shade, nearest shade is also acceptable.	Corrigendum not needed
32	Section-I, Chapter-III (Data center cooling solution)	The standard filtration Grade is G4 (95% down to 5 microns)	Please provide general spec for compliance	Same or better filtration grade is acceptable.	Corrigendum not needed
33	Section-I, Chapter-III (Data center cooling solution)	Switch Board shall be situated in a compartment separated from the air flow and made in compliance with the directive 73/23/EEC and related standards	Please provide general spec for compliance	Acceptable as per OEM design.	Corrigendum not needed



34		Data Center Infrastructure Management	Please confirm we need to consider DCIM or not	DCIM will not be considered for Phase II	Corrigendum not needed
35	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	400kva/400kw at 40 deg C	This Parameter is OEM Specific, Please change it to 400kva/400kw at 35 deg C so that RFP approved UPS make like APC & Socomec will comply.	Existing Phase I runs on mentioned UPS parameters. Hence can't be changed for phase II	Corrigendum not needed
36	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	105% of UPS rated Output continuous	This Parameter is OEM Specific, Please change it to 100% continuous so that RFP approved UPS make like APC & Socomec will comply.	Existing Phase I runs on mentioned UPS parameters. Hence can't be changed for phase II	Corrigendum not needed
37	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	110% for continuous	This Parameter is OEM Specific, Please change it to 100% continuous so that RFP approved UPS make like APC & Socomec will comply.	Existing Phase I runs on mentioned UPS parameters. Hence can't be changed for phase II	Corrigendum not needed
38	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	Voltage Range: 324V to 478 at rated load. 228 - 478 at 50% Load	This Parameter is OEM Specific, Please change it to 250V to 470V @ 50% loading so that RFP approved UPS make like APC & Socomec will comply	Existing Phase I runs on mentioned UPS parameters. Hence can't be changed for phase II. RailTel requires equipment which are robust and which work smoothly with wide input voltage variation.	Corrigendum not needed
39	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	Over all Efficiency not less than 95% at Rated load	This Parameter is OEM Specific, Please change it to 92.5% at 25% load & 94% at 100% load so that RFP approved UPS make like APC & Socomec will comply	Existing Phase I runs on mentioned UPS parameters. Hence can't be changed for phase II. Better efficiency is desirable.	Corrigendum not needed
40	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	AC to AC Efficiency		As per tender document.	Corrigendum not needed
41	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	At 100% Load > 94.5%	This Parameter is OEM Specific, Please change it to 94% so that RFP approved UPS make like APC & Socomec will comply	Existing Phase I runs on mentioned UPS parameters. Hence can't be changed for phase II. Better efficiency is desirable.	Corrigendum not needed

42	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	At 75% Load > 94.5%	This Parameter is OEM Specific, Please change it to 94.5% so that RFP approved UPS make like APC & Socomec will comply	Existing Phase I runs on mentioned UPS parameters. Hence can't be changed for phase II. Better efficiency is desirable.	Corrigendum not needed
43	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	At 50% Load > 94.5%	This Parameter is OEM Specific, Please change it to 94.5% so that RFP approved UPS make like APC & Socomec will comply	Existing Phase I runs on mentioned UPS parameters. Hence can't be changed for phase II. Better efficiency is desirable.	Corrigendum not needed
44	Section-I, Chapter-III (Uninterrupted Power Supply (UPS))	At 25% Load > 94.5%	This Parameter is OEM Specific, Please change it to 92.5% so that RFP approved UPS make like APC & Socomec will comply	Existing Phase I runs on mentioned UPS parameters. Hence can't be changed for phase II. Better efficiency is desirable.	Corrigendum not needed
45	Section-I, Chapter-III (PUE Calculation)	Distribution & panel, Lighting, cabling losses of connected load	Please provide existing light loss details	6kW	Corrigendum not needed
46	Section-I, Chapter-III (PUE Calculation)	Distribution Transformer loss	Please provide the existing Distribution Transformer loss	32 KW per Transformer	
47	Section-I, Chapter-III (PUE Calculation)	Electrical Room cooling unit	Please provide the existing Electrical Room cooling unit loss	11TR Blue Star Ductable AC - 2W+1S; 22 X 1.2 KW = 26.4 KW	Corrigendum not needed
48	Section-I, Chapter-III (PUE Calculation)	Battery Room cooling unit	Please provide the existing Battery Room cooling unit loss	3TR Blue Star Ductable AC - 1W+1S; 3 X 1.2 KW = 3.6 KW	Corrigendum not needed

49	Section-I, Chapter-III (PUE Calculation)	Comfort AC Power Consumption	Please provide the existing Comfort AC Power Consumption loss	Blue Star Make hi Wall split AC as below, BMS- 1.5TR DX Hi Wall Split AC - 2no. Working + 1no. Standby; 2 X 1.2 KW = 2.4 KW NOC Room -1.5TR DX Hi Wall Split AC - 3no. Working + 1no. Standby; 3 X 1.2 KW = 3.6 KW Tech. Support Room - 1.5TR DX Hi Wall Split AC - 2no. Working + 1no. Standby; 2 X 1.2 KW = 2.4 KW Staging Room- Ductable Split AC - 5.5 TR; 5.5 X 1.2 KW = 6.6 KW	Corrigendum not needed
50	Section-I, Chapter-III (PUE Calculation)	NOC Room Workstation load & IBMS Load		1.4kW	Corrigendum not needed
51	Section-I, Chapter-III (PUE Calculation)	Lighting load- 8.4kw (only 30% working) rest on motion sensor	Please confirm Bidder need to consider only 30% for calculation	Yes, its with motion sensor.	Corrigendum not needed
52	Section-I, Chapter-III (PUE Calculation)	Total Load (A+B+C+D+E) - Annualised Power consumption	Total Load formula to be corrected	1027kW, excluding the following. 1.) Phase 2 PAC units loads. 2) Phase 2 UPS units loads. Bidder needs to add above phase 2 load with 1027kW for maximum demand of complete phase.	Corrigendum not needed
53	Section-I, Chapter-III (PUE Calculation)	$PUE = F/A$	PUE formula to be corrected	Please calculate as $PUE =$ Facility Load/IT Load.	Corrigendum not needed

54	Section-II, Chapter-II Clause-19.2 (VARIATION IN QUANTITIES)	The Contract value may vary within +/-25% of the grand total of schedule of requirements as included in the Letter of Acceptance to tender. In case of such variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +/-25% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever	Wipro agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity which shall be discussed mutually.	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed
55	Section-II, Chapter-II Clause-29.4 (Warranty)	If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the provisions of this clause shall apply to the portions of the plant to be replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the support period whichever may be later. If any defect is not remedied within reasonable time, the purchaser may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.	Extended warranty shall not be acceptable. Request deletion.  Contractor's liability under this clause should be limited to 5% of the total order value of the defective deliverables.	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed
56	Section-II, Chapter-II Clause-29.9.1 (C ) (SLA Penalty)	The total value of the penalty shall be limited to a maximum of 10% of the contract value.	The total value of the penalty shall be limited to a maximum of <del>10%</del> 5% of the contract value.	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed

57	Section-II, Chapter-II Clause-35 (PENALTY FOR DELAY IN COMPLETION)	<p>If the contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted under para 36, the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of 0.5% per week or part thereof ( rounded off to the nearest whole number ) of the incomplete/uncommissioned value of the contract for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract.</p> <p>35.2 The total value of penalty on account of above shall be limited to maximum of 10% (Ten percent) of the total contract value.</p>	<p>If the contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted under para 36, the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of 0.5% per week or part thereof ( rounded off to the nearest whole number ) of the incomplete/uncommissioned value of the contract for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract.</p> <p>35.2 The total value of penalty on account of above shall be limited to maximum of 10% <del>(Ten percent) of the total contract value</del> 5% of the incomplete/uncommissioned value of the contract</p>	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed
58	Section-II, Chapter-II Clause-38.5 (UNIT PRICES)	The prices quoted in the contract shall be inclusive of all taxes i.e. custom duty, excise duty, octroi, local levies, sales tax levied by any statutory authority , VAT or any other tax. The tenderer will indicate the details of taxes included in the unit price. Offer received without specific details/ breakup of various taxes included in the unit prices are liable to summarily rejected	<p>To be included:</p> <p>"Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the Customer."</p>	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed

59	Section-II, Chapter-II Clause-40 (TERMS OF PAYMENT)	<p><b><u>1. ON ACCOUNT PAYMENT FOR SUPPLY OF EQUIPMENT &amp; MATERIAL</u></b></p> <p>i. 60% of of the value of equipments/ material supplied of each consignment against 15% PBG</p> <p>ii. 20% value of goods supplied shall be paid after the successful completion of installation &amp; testing</p> <p>iii. 15% value of the goods supplied shall be paid after the successful completion of installation &amp; commissioning of whole system, receipt of Site certification</p> <p>iv. Balance 5% shall be made after satisfactory operation and maintenance for a period of one year after commissioning and FAC</p> <p><b><u>2.PROGRESS PAYMENT FOR EXECUTION OF WORK (SCHEDULE OF SERVICES)</u></b></p> <p>i. 75% of the progress payment for each item of Schedule of Services shall be made after successful completion the respective services</p> <p>ii. 20% value of the works/services completed shall be made after the issue of Provisional Acceptance Certificate and supply of Documentation</p> <p>iii. Balance 5% shall be made after satisfactory operation and maintenance for a period of one year after commissioning and FAC</p>	<p><b><u>1. ON ACCOUNT PAYMENT FOR SUPPLY OF EQUIPMENT &amp; MATERIAL</u></b></p> <p>i. 100% on delivery of each consignment <del>60% of of the value of equipments/ material supplied of each consignment</del> against 5% PBG</p> <p>ii. <del>20% value of goods supplied shall be paid after the successful completion of installation &amp; testing</del></p> <p>iii. <del>15% value of the goods supplied shall be paid after the successful completion of installation &amp; commissioning of whole system, receipt of Site certification</del></p> <p>iv. <del>Balance 5% shall be made after satisfactory operation and maintenance for a period of one year after commissioning and FAC</del></p> <p><b><u>2.PROGRESS PAYMENT FOR EXECUTION OF WORK (SCHEDULE OF SERVICES)</u></b></p> <p>i. 75% of the progress payment for each item of Schedule of Services shall be made after successful completion the respective services</p> <p>ii. 25% <del>20%</del> value of the works/services completed shall be made after the issue of Provisional Acceptance Certificate and supply of Documentation against 5% PBG</p> <p>iii. <del>Balance 5% shall be made after satisfactory operation and maintenance for a period of one year after commissioning and FAC</del></p>	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed
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60	Section-II, Chapter-II Clause-50.3 (Termination)	The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable and the Contractor shall only be entitled to be paid the value so certified	To be inserted "Request curing period of at least 30 days Request payment due to Wipro for product already supplied and/or ordered, the delivery of which the customer must accept and payment for services rendered and proportionately for incomplete services be made immediately on termination"	This clause is part approved tender document. No change in clause is envisaged.	Corrigendum not needed
61	New Clause (Savings Clause)	<b>Clause to be added</b> <b>This clause is not included</b>	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro's non-performance is caused by Customer's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement	New clause cannot be added	Corrigendum not needed

62	New Clause (Site Not Ready)	<b>Clause to be added Not added in contract</b>	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Contract. Further any idle time resulted due to non available of site or infrastructure or data, Customer shall make payment to Wipro for the same	Site is already available at RailTel's premises and no scope for any delay due to site unavailability. Hence, it is not required to add this clause.	Corrigendum not needed
63	New Clause (Change Order)	<b>Clause to be added Not added in contract</b>	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	No change order is issued. This is a turn-key project. Vendor has to visit the site and provide complete designs as per UPTIME TIER-III designs and ultimately get the UPTIME- TIER -III constructed facility certificate. Hence at the initial design and planning stage itself, all the necessary inputs should be taken. If any service or supply is missed out, these has to be rolled out at the expenses of the vendor.	Corrigendum not needed



64	New Clause (Deemed Acceptance)	<b>Clause to be added Not added in contract</b>	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	This clause cannot be added as it will restrict RailTel in performing thorough inspection before giving acceptance.	Corrigendum not needed
65	New Clause (Pass through Warranties)	<b>Clause to be added Not added in contract</b>	Since Bidder is acting as a reseller of third products, Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	Warranties and indemnities shall be as per Tender document.	Corrigendum not needed
66	New Clause (Transfer of Ownership of goods)	<b>Clause to be added Not added in contract</b>	To be included: "Customer to intimate its acceptance / rejection of goods immediately on delivery at its destination otherwise the same shall be deemed to have been accepted by Customer on delivery"	This clause cannot be accepted and complete responsibility of the goods should be taken by bidder until they are installed.	Corrigendum not needed

67	Section-II, Chapter-II Clause-31 (Infringement of Patents)	Extra clause to be added	<p><u>(c) In the event of such an infringement claim, Contractor shall, in lieu of indemnification/payment of damages, a) modify the services/deliverables so that they become non-infringing, b) obtain the rights to used the services/deliverables or c) refund the payments made by the Purchaser towards the infringing stores subject to a claim of 25% for each year the Purchaser has used the services/deliverables. Contractor shall not have any liability to Purchaser under this Section if the infringement claim relates to: (i) the combination, operation or use of the services/deliverables with equipment or software supplied by Company where the services/deliverables would not itself be infringing; (ii) compliance with designs, specifications or instructions provided by the Purchaser; (iii) use of a service/deliverable in an application or environment for which it was not designed or contemplated under the applicable tender; or (iv) modifications of a service/deliverable by anyone other than Contractor where the unmodified version of the service/deliverable would not have been infringing.</u></p>	Infringement of patent clause as per tender document only.	Corrigendum not needed
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68	Section-II, Chapter-II Clause-33 (Defaults and Delays)	<p>The Contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contravene the provision of the Contract or the progress of work lags persistently behind the time schedule due to his neglect, the Purchaser shall be at liberty to give seven days notice in writing to the Contractor requiring him to make good the neglect or contravention complained of and should the Contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the Contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies without prejudice to any other right or remedy of the Purchaser Whenever the contractor is unable to complete the work and contract is rescinded The security deposit &amp; PBG shall be forfeited and the balance work shall be got done independently without risk</p>	<p>The Contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contravene the provision of the Contract or the progress of work lags persistently behind the time schedule due to his neglect, the Purchaser shall be at liberty to give seven days notice in writing to the Contractor requiring him to make good the neglect or contravention complained of and should the Contractor fail to comply with the requisitions made in the notice within <del>seven</del> thirty <b>(30)</b> days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the Contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies without prejudice to any other right or remedy of the Purchaser Whenever the contractor is unable to complete the work and contract is rescinded The security deposit &amp; PBG shall be forfeited and the balance work shall be got done independently without risk &amp; cost of the failed</p>	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed
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		<p>&amp; cost of the failed Contractor. The failed contractor shall be debarred from participating in the Tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member/partner of such a firm shall 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.</p>	<p>Contractor. <del>The failed contractor shall be debarred from participating in the Tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member/partner of such a firm shall 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.</del></p>		
69	<p>Section-II, Chapter-II Clause-34 (Loss sustained due to defaults and delays)</p>	<p>In the event of any loss to the purchaser on account of completion of the work or any part thereof by agencies other than the contractor, in terms of para 33 the contractor shall be liable to reimburse the loss to purchaser without prejudice to the other rights and remedies of the purchaser and the reimbursement in full or in part, as the case may be, shall be met at the option of the purchaser from out of all or any of the following sources viz :</p> <p>(a) i. Any amount due and payable to the contractor by the purchaser on any account whatsoever;</p> <p>ii. The Contractor's security deposit in the hands of the purchaser as far as available, and;</p> <p>iii. Any other assets whatsoever of the contractor;</p> <p>(b) In the event of re-imbursement from out of sources</p>	<p>In the event of any loss to the purchaser on account of completion of the work or any part thereof by agencies other than the contractor, in terms of para 33 the contractor shall be liable to reimburse the loss to purchaser without prejudice to the other rights and remedies of the purchaser and the reimbursement in full or in part, as the case may be, shall be met at the option of the purchaser from out of all or any of the following sources viz :</p> <p>(a) i. <del>Any amount due and payable to the contractor by the purchaser on any account whatsoever;</del></p> <p>ii. The Contractor's security deposit in the hands of the purchaser as far as available, and;</p> <p>iii. <del>Any other assets whatsoever of the contractor;</del></p> <p><del>(b) In the event of re-imbursement from out of sources (i) and/or (ii) above</del></p>		

		(i) and/or (ii) above mentioned, the purchaser shall have the right of appropriation suo moto.	<del>mentioned, the purchaser shall have the right of appropriation suo moto.</del>	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed
70	Section-II, Chapter-II Clause-36 (Adherence of Time Schedule)	Timely completion of the work is the essence of the contract. While delay in execution will attract penalty, early completion will be rewarded.	<del>Timely completion of the work is the essence of the contract.</del> While delay in execution will attract penalty, early completion will be rewarded.	Standard clause of RailTel Tender Document cannot be modified	Corrigendum not needed
71	Section-II, Chapter-II Clause-37.2 (Limitation of Liability)	The Maximum Liability of contractor to any Loss/Damages to RailTel including Liquidity Damages and Performance Bond shall be limited to 100% of Value of contract.	The Maximum Liability of contractor to any Loss/ Damages to RailTel including Liquidity Damages and Performance Bond shall be limited to <del>100</del> <b>25</b> % of Value of contract. <b><u>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</u></b>	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed

72	Section-II, Chapter-II Clause-39.2 (Measurement of Works)	MEANING AND INTERPRETATION BY RAILTEL TO BE FINAL- All measurement, method of measurement, meaning an intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding.	<del>MEANING AND INTERPRETATION BY RAILTEL TO BE FINAL- All measurement, method of measurement, meaning an intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding.</del>	This clause is part approved tender document, which are same as phase-I, No change in clause is envisaged.	Corrigendum not needed
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