

Dated: 21.01.2020



**RailTel Corporation of India Ltd**  
**(A Government of India Enterprise)**

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**Opposite to Gold Souk Mall,**  
**Gurgaon, Haryana- 122003**  
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**Corrigendum-II**

**Sub:** Request for proposals for “**Supply and Installation, Testing & Commissioning of 100 Gbps Channel over existing DWDM and creation of New DWDM Network.**”

**Ref:** This office Tender No. **RAILTEL/LT/CO/NTP/2019-20/DWDM/510** dated 09.01.2020.

In reference to the above referred tender the following amendment are issued under the Corrigendum-II. The bids may be submitted in consideration of this amendment.

1. This tender may be treated as single packet system in place of two packet system.
2. Note-I, XIV -1 (i) of Chapter-2 may be read as:

Existing Clause	Modified Clause
The tenderer should present at least one (1) project worth at least 35% of tendered value showcasing Supply, installation, testing, commissioning, and maintenance of DWDM Infrastructure Solution commercially in India during last preceding 3 financial years (i.e. current year plus three previous financial years).	The tenderer should present at least one (1) project worth at least 35% of tendered value showcasing Supply, installation, testing, commissioning, and maintenance of SDH/DWDM Infrastructure Solution commercially in India during last preceding 3 financial years (i.e. current year plus three previous financial years).

3. Added new clause as Note-3 under Chapter-2.

In the event of Foreign Original Equipment Manufacturer (OEM), Indian Subsidiary or it's 100% subsidiary fully authorized for bidding on behalf of OEM allowed to participate with the experience and financial credential of parent company with specific authorization for doing so from the OEM. The specific authorization addressed to RailTel should be submitted by the tenderer.

4. Added new clause as Note-4 under Chapter-2.

- i. In case bidder is not able to submit the credential documents against clause Note -II of point 2 & 3 of Chapter 2, in that case the bidder though allowed to participate in the tender however payment (against supply and I&C) shall be released after acceptance of 100G DWDM link by customer or issue of provisional acceptance certificate (PAC) by RailTel.

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (भारत सरकार का उपक्रम)  
**RailTel Corporation of India Ltd. (A Government of India Undertaking)**

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- ii. In case customer does not accept the performance of the 100G DWDM link between Chennai to Kolkata due to equipment performance issue, bidder shall be levied with penalty equal to the contract value and OEM may also be debarred for next two year for participations in DWDM tender of RailTel. Accordingly, bidder shall propose a solution keeping in mind current physical conditions such as fiber health of the network (As defined in the tender document).
- iii. OEM/Bidders should design DWDM Network on planning tool in line with tender requirement (Fiber losses & margin etc.) should be submitted to RailTel.

**5. Clause no. 42.1.5 of Chapter-3 A may be read as:**

Existing Clause	Modified Clause
For the ILA and OADM Locations RailTel will provide space in Rack up to 8 RU on standard 19" Telecom Rack. In case the offered ILA and OADM is required more space in that case bidder shall provide the Rack.	For the ILA and OADM Locations RailTel will provide space in Rack up to 8 RU on standard 19" Telecom Rack. In case the offered ILA and OADM is required more space in that case bidder shall provide the Rack.
48 Volt DC Power Supply will be made available by RailTel at locations adjacent/near to the Equipment. Earthing will be made available on Earthing bus- bar on the wall in equipment room. Racks (for new DWDM layer), DCDB, MCBs, power cables (approx. 15 mtr per site) required for extending power from Power distribution point shall be provided by the bidder.	48 Volt DC Power Supply will be made available by RailTel at locations adjacent/near to the Equipment. Earthing will be made available on Earthing bus- bar on the wall in equipment room. DCDB, MCBs, power cables (approx. 15 mtr per site) required for extending power from Power distribution point shall be provided by the bidder.

**6. Added New Clause 5.9 under payment terms of Chapter-4 (for foreign currency):**

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:

- Bill of Lading/ Air Way Bill.
- Invoice in triplicate & should also indicate CIF value.
- Packing list.
- Factory Test Report.
- Purchaser's Inspection Certificate.
- Certificate of country of origin authenticated by the chamber of commerce.
- Insurance certificate.
- Warranty certificate of OEM
- A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- 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.

Release of payments in foreign currency for imported items to foreign companies shall be made on request of bidder along with the bill and will be governed by payment clause.

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**7. Clause 7.8 of Chapter-4 may be read as:**

Existing Clause	Modified Clause
In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LOA	In regards to <i>service support</i> , the tenderer should have registration no. of GST and shall furnish GST registration certificate on award of LOA

**8. Added New Clause 44 under Chapter-4 as “Evaluation of offer”:**

- 44.1 For the purpose of relative ranking Note-I, II & III of chapter 2 will be taken into consideration. In case bids are 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.
- 44.2 Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.
- 44.3 The tenderer should make available the offered products, if desired during technical evaluation of offered equipment for testing and benchmarking at any testing facility approved by RailTel.
- 44.4 The bidders should quote for all items & the offer will be evaluated in totality. The bidders should indicate brand name, type/model number of the products offered. Optional items will not be considered for evaluation of offers. The equipment should be supplied as per Technical Specifications given in tender.

**9. Added New Clause 45 under Chapter-4 as “Foreign Exchange & Custom Clearance”:**

- 45.1 Foreign exchange and/or import license if required, will be released/ provided to the contractor in connection with this contract. Part of Schedule (for imported items) can be quoted in any of the major foreign currencies viz USD, British Pound, EURO or Japanese YEN etc. In such a case, bidder should clearly specify the components of Foreign exchange and Indian currency for each item.
- 45.1.1 For evaluation purposes, B.C. selling Exchange rate of State Bank of India applicable on the date of technical bid opening will be considered.
- 45.1.2 Release of payments in foreign exchange for imported items to foreign companies shall be made on request of bidder along with the bill and will be governed by payment clause.
- 45.2 Bidder while quoting the prices shall include all expenses like custom duty, anti-dumping duty etc. leviable (will indicate the current prevalent rates), custom handling charges, storage, transportation, insurance, etc. in the quoted prices.

In case, Custom duty is to be paid by RailTel directly to custom authorities, such custom duty paid by RailTel shall be deducted from the next bill of supplier/tenderer. Supplier shall, however, have to undertake custom clearance on behalf of RailTel.

  
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**10. Clause no. 28 of Chapter-4 may be read as:**

Existing Clause	Modified Clause
In case of any dispute concerning this order both the tenderer and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited	In case of any dispute concerning this order both the tenderer and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. <i>The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties</i>

**11. Clause 7.14 “SETTLEMENT OF DISPUTE AND ARBITRATION” of Chapter-7 may be read as:**

Existing Clause	Modified Clause
<ul style="list-style-type: none"> <li>Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.</li> <li>All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.</li> <li>The arbitral tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be appointed by the Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Managing Director/RailTel shall appoint</li> </ul>	<ul style="list-style-type: none"> <li>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.</li> <li>All arbitration proceedings shall be conducted in English. Recourse against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.</li> <li>The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties.</li> <li>Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.</li> </ul>

out the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of sole arbitrator or Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. contractor and RailTel Corporation of India Ltd.

- Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this agreement so far as they are reasonably able to do so.

**12. Fiber characteristics for the forward and reverse path for the additional ILA Location are placed at Annexure-Y:**

All other term & conditions of tender documents will remain same.

  
(Himanshu Kumar)  
Jt.GM/NTP



**Annecure - Y**

**Fibre characteristics for forward and reverse path for additional ILA locations**

Fibre characteristics for forward path

Sr. No.	Segment (Forward Direction)	Source	Destination	Fiber Length	Fiber Loss
1	Kharagpur – Jhargram	Kharagpur	Jhargram	43.42	13.087
	Jhargram – Dalbhumgarh	Jhargram	Dalbhumgarh	48	14.65
2	Behrampur - Jaduguria	Behrampur	Jaduguria	39.8	14
	Jaduguria - Palasa	Jaduguria	Palasa	42.5	15.6
3	Palasa - Kotabommali	Palasa	Kotabommali	43.4	16.14
	Kotabommali - Srikakulam Road	Kotabommali	Srikakulam Road	37.8	14
4	Muniguda - Langigarh	Muniguda	Langigarh	42	17.4
	Langigarh - Titilagarh	Langigarh	Titilagarh	51.5	21.3
5	Titilagarh - Harishankar Nagar	Titilagarh	Harishankar Nagar	61	17.4
	Harishankar Nagar - Nawapada Rd	Harishankar Nagar	Nawapada Rd	34.5	21.3
6	Kharagpur - Chandrakona	Kharagpur	Chandrakona	54.1	19.45
	Chandrakona - Bishnupur	Chandrakona	Bishnupur	39.84	14.43
7	Adra - Bankura	Adra	Bankura	45.3	15.3
	Bankura - Bishnupur	Bankura	Bishnupur	43.4	14
8	Champa - Kharsia	Champa	Kharsia	49.5	18.48
	Kharsia - Raigarh	Kharsia	Raigarh	41.5	19.51
9	Salakesa - Dongargarh	Salakesa	Dongargarh	40.208	18.432
	Dongargarh - Rajnandgaon	Dongargarh	Rajnandgaon	34.592	15.932
10	Balugaon - Kalupada ghat	Balugaon	Kalupada ghat	43	18.5
	Kalupada ghat - Khurda Rd	Kalupada ghat	Khurda Rd	40.2	17.2
11	Jajpur - Dhanmandal	Jajpur	Dhanmandal	41	16
	Dhanmandal - Cuttak	Dhanmandal	Cuttak	43.6	17.1
12	Rayagada - Site 1	Rayagada	Parvatipuram	51.37	14.68
	Site 1 - Bobbili	Parvatipuram	Bobbili	25.507	7.078
13	Vijaynagar - Site 2	Vijaynagar	Chipurupalli	33.3	15.53
	Site 2 - Sirkakulam Road	Chipurupalli	Sirkakulam Road	42.6	19.86
14	Vishakhapatnam - Site 3	Vishakhapatnam	Kottavalasa	32.788	16.64
	Site 3 - Vijaynagar	Kottavalasa	Vijaynagar	39.223	17.762
15	Chakradharpur - Site 4	Chakradharpur	SINI	43.43	22
	Site 4 - Tatanagar	SINI	Tatanagar	33.246	19
16	Kharagpur - Site 5	Kharagpur	Datan	57.65	23.34
	Site 5 - Jaleswar	Datan	Jaleswar	18.44	8.5
17	Hathband - Site 6	Hathband	NIPANIA	33	13.5
	Site 6 - Bilaspur	NIPANIA	Bilaspur	35	14.6
18	Kolkata - Site 7	Kolkata	Kamarkundu	43.4	21
	Site 7 - Jaugram	Kamarkundu	Jaugram	33.5	20
19	Behrampur - Site 8	Behrampur	HUMA	44.3	15.4
	Site 8 - Balugaon	HUMA	Balugaon	45	16.1
20	Jajpur - Site 9	Jajpur	Manjuri Road	25.554	11.3
	Site 9 - Bhadrak	Manjuri Road	Bhadrak	23.96	10.2
21	Bhadrak - Site 10	Bhadrak	SORO	31.103	13.2
	Site 10 - Balasore	SORO	Balasore	36.612	12.3

  
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22	Asansol - Site 11	ASANSOL	ANDAL	26.6	8.46
	Site 11 - Durgapur	ANDAL	DURGAPUR	27.8	8.8
23	Raipur - Site 12	RAIPUR	SHILYARI	25.75	10
	Site 12 - Hathband	SHILYARI	HATHBANDH	26.98	12
24	Raigarh - Site 13	RAIGARH	HIMGIRI	40.2	13
	Site 13 - Jharsiguda	HIMGIRI	JHARSUGURA	43	14

Fibre characteristics for reverse path

Sr. No.	Segment (Reverse Direction)	Source	Destination	Fiber Length	Fiber Loss
1	Jhargram - Kharagpur	Jhargram	Kharagpur	43.42	13.087
	Dalbhumgarh - Jhargram	Dalbhumgarh	Jhargram	48	14.65
2	Jaduguria - Behrampur	Jaduguria	Behrampur	39.8	14
	Palasa - Jaduguria	Palasa	Jaduguria	42.5	15.6
3	Kotabommali - Palasa	Kotabommali	Palasa	43.4	16.14
	Srikakulam Road	Srikakulam Road	Kotabommali	37.8	14
4	Langigarh - Muniguda	Langigarh	Muniguda	42	17.4
	Titilagarh - Langigarh	Titilagarh	Langigarh	51.5	21.3
5	Harishankar Nagar - Titilagarh	Harishankar Nagar	Titilagarh	61	17.4
	Nawapada Rd - Harishankar Nagar	Nawapada Rd	Harishankar Nagar	34.5	21.3
6	Chandrakona - Kharagpur	Chandrakona	Kharagpur	54.1	19.45
	Bhishnupur - Chandrakona	Bhishnupur	Chandrakona	39.84	14.43
7	Bankura - Adra	Bankura	Adra	45.3	15.3
	Bishnupur - Bankura	Bishnupur	Bankura	43.4	14
8	Kharsia - Champa	Kharsia	Champa	49.5	18.48
	Raigarh - Kharsia	Raigarh	Kharsia	41.5	19.51
9	Dongargarh - Salakesa	Dongargarh	Salakesa	40.208	18.432
	Rajnandgaon - Dongargarh	Rajnandgaon	Dongargarh	34.592	15.932
10	Kalupada ghat - Balugaon	Kalupada ghat	Balugaon	43	18.5
	Khurda Rd - Kalupada ghat	Khurda Rd	Kalupada ghat	40.2	17.2
11	Dhanmandal - Jajpur	Dhanmandal	Jajpur	41	16
	Cuttak - Dhanmandal	Cuttak	Dhanmandal	43.6	17.1
12	Site 1 - Rayagada	Parvatipuram	Rayagada	51.37	14.68
	Bobbili - Site 1	Bobbili	Parvatipuram	25.507	7.078
13	Site 2 - Vijaynagar	Chipurupalli	Vijaynagar	33.3	15.53
	Sirkakulam Road - Site 2	Sirkakulam Road	Chipurupalli	42.6	19.86
14	Vishakhapatnam - Site 3	Kottavalasa	Vishakhapatnam	32.731	17.13
	Vijaynagar - Site 3	Vijaynagar	Kottavalasa	39.242	17.895
15	Site 4 - Chakradharpur	SINI	Chakradharpur	43.43	22
	Tatanagar - Site 4	Tatanagar	SINI	33.246	19
16	Site 5 - Kharagpur	Datan	Kharagpur	57.65	23.34
	Jaleswar - Site 5	Jaleswar	Datan	18.44	8.5
17	Site 6 - Hathband	NIPANIA	Hathband	33	13.5
	Bilaspur - Site 6	Bilaspur	NIPANIA	35	14.6
18	Site 7 - Kolkata	kamarkundu	Kolkata	43.4	21
	Jaugram - Site 7	Jaugram	kamarkundu	33.5	20

  
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Sr. No.	Segment (Reverse Direction)	Source	Destination	Fiber Length	Fiber Loss
19	Site 8 - Behrampur	HUMA	Behrampur	44.3	15.4
	Balugaon - Site 8	Balugaon	HUMA	45	16.1
20	Site 9 - Jajpur	Manjuri Road	Jajpur	25.554	11.3
	Bhadrak - Site 9	Bhadrak	Manjuri Road	23.96	10.2
21	Site 10 - Bhadrak	SORO	Bhadrak	31.103	13.2
	Balasore - Site 10	Balasore	SORO	36.612	12.3
22	Site 11 - Asansol	ANDAL	Asansol	26.6	8.46
	Durgapur - Site 11	Durgapur	ANDAL	27.8	8.8
23	Site 12 - Raipur	SHILYARI	Raipur	25.75	10
	Hathband - Site 12	Hathband	SHILYARI	26.98	12
24	Site 13 - Raigarh	HIMGIRI	Raigarh	40.2	13
	Jharsiguda - Site 13	Jharsiguda	HIMGIRI	43	14

# Sites in Blue are additional optional ILA sites

  
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