

Query Response for DWDM LT

Tender No : RAILTEL/LT/CO/NTP/2019-20/DWDM/510 Dtd. 09.01.2020

Name of the work : Supply Installation, Testing & Commissioning of 100 Gbps Channel over existing DWDM and creation of New DWDM Network.

21.01.2020

Firm 1:		M/s Tejas Networks Limited		RailTel Response
SN	Clause No.	Tender Clause	Bidders Query	
1	Note-II (2) Tender evaluation criteria of Chapter-2	The Equipment offered by the OEM or equipment of the same series/family should have satisfactorily working in India for 100G deployment of DWDM system for minimum length of 500Kms for at least 12 months as on date of opening of tender. The certificates from the actual users will have to be submitted along with bid.	As you are aware that the above policies are made for encouraging domestic manufacturers, hence they state that there should not be any restrictive eligibility clauses for the domestic manufacturers in the tenders. However, your tender as referred above vide clause no. 2 and 3, Note –II of Chapter-2 under Tender evaluation criteria states that deployment of alien wave DWDM should be only in India which is becoming a restrictive criteria for us since our deployments of such equipment are all outside India. Hence this eligibility clause is restricting us to participate in the tender. We would like state some facts by highlighting that in your earlier CO E-Tender No. RailTel/Tender/OT/CO/Project/2018-19/Alien Wavelength-DWDM/448 dtd.17th October, 2018, the eligibility criteria was open for deployments in India as well as outside India in which we were technically and commercially qualified. Subsequently, another tender for Alien Wave DWDM was issued by Railtel SR vide Tender no. RailTel/Tender/LT/SR/HQ/2019-20/84 dtd. 15.10.2019 wherein the eligibility criteria was changed and it asked for deployments in India only. We had requested Railtel SR to keep the similar eligibility criteria as in earlier tenders and we were verbally	As per Corrigendum-II

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2	Note-II (3) Tender evaluation criteria of Chapter-2 Equipment offered by the OEM or equipment of the same series/family should have been satisfactorily working in India for 100G Alien wavelength deployment in live network over 3rd party DWDM network for minimum length of 500Kms for at least 12 months as on date of opening of tender. Documentary evidence should be submitted with offer. This clause will not be applicable for Adva Equipment since ADVA Equipment is being used in existing DWDM Network of RailTel.	assured that we would be considered for the same. But to our surprise we were technically disqualified in the tender due to eligibility issue. We would like to submit that similar eligibility criteria with restrictive clauses are repeated in the subject tender also. We hope that Railtel being a PSU would encourage domestic manufacturers under the policy guidelines issued by DOT and DIPP and hence issue an amendment to the above stated eligibility clause	As per Corrigendum-II
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3	Note-II (1) Tender evaluation criteria of Chapter-2	1 A) Backbone Segment: Tender will be evaluated with capacity of 8x100G (Client side) from Chennai to Kolkata in Backbone (ROADM, Amplifier, Mux/Demux shall be capable of 4 Tbps in Backbone in new DWDM backbone section) Metro segments: 1. Chennai RailTel- TCL Chennai : 2x100G 2. Kolkata- Bidhan Nagar (1 x 100G + 10 x 10G support) 3. Bidhan Nagar-TCL Kolkata: 2 x 100G Tenderer should submit the soft and Hard copy (Word/Excel/PDFs format) of Bill of Material (BOM) with price of each item required for the same with total cost inclusive of all. B) Order will be placed for 2x100G from Chennai to Kolkata in Backbone & Metro segments as furnished below as per scope of work defined in Chapter-3. 1. Chennai RailTel- TCL Chennai : 1x100G 2. Kolkata- Bidhan Nagar (1 x 100G + 10 x 10G support) 3. Bidhan Nagar-TCL Kolkata: 1 x 100G The Bidder shall submit the BOM with price of each item as per the requirement furnished above including of all Taxes. Note: The price quoted by bidder should be in line with the orderable quantity. Conditional	, kindly clarify on the tender evaluation criteria if all the components of SOR as mentioned below will be considered for evaluation: • Supply Part • Services part (Installation & commissioning) • Training • AMC	Tender clause is very clear. Evaluation will be done on totality of SOR-A & SOR-B. Bidder should submit the price bid as per SOR for both 2x100G (Orderable) and 8x100G (Evaluation).
Firm 2:		M/s Fibcom India Limited		
1	Note-I (XIV (1) of Chapter-2	i. 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).	It is requested to change the clause to "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 7 financial years (i.e. current year plus Seven previous financial years"	As per Corrigendum-II 

2	Note-I (XII) of Chapter-2	Bidder/OEM can also leverage existing DWDM hardware/ Management system of 100G DWDM system deployed in RailTel in proposal. In case if the cards/modules/Licenses in the existing hardware is proposed, OEM shall provide Undertaking for long term support for 8 years for all existing components irrespective of End of Life of the existing hardware. Existing traffic shall not be impacted during the deployment of the new DWDM system. Hardware required for such up gradation shall be included in price bid as per Page No.6 & 7 of Chapter-II	We understand that bidder can leverage existing DWDM hardware of 100G system only on paths Chennai-Vijayawada & Chennai-Nagpur. However for new DWDM layer from Vijayawada to Kolkata (Path#1 Vijayawada- Kolkata (Via Vishakhapatnam-Vizianagaram- Bhubaneswar-Kharagpur-Kolkata) & Path#2 Nagpur - Kolkata (Via Vizianagaram-Raipur-Bilaspur-Jharsugda-Rourkela-Kharagpur-Asansol-Kolkata)) bidder need to quote new Hardware (including Chassis, amplifiers, WSS, Transponders etc.) Request RailTel to kindly confirm if above understanding is correct.	Tender clause is very clear.
	Firm 3:		M/s ADVA Optical Network	
1	Clause 3.4 of Chapter-4 (Long Term Maintenance Support)	As part of level-II support, one experienced engineer should be available at the NOC site during general shift (to be available beyond shift hours, when needed, for meeting SLAs) and should work for RailTel's exclusive requirement	Bidder should be allowed to use the existing NoC engineer to extend the required support in case the NoC remain same.	Tender clause is very clear.


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2	Clause 5 of Chapter-4 (Payment Terms)	Payment	ADVA propose an option of foreign payment for hardware supply. ADVA India is a just liaison office and is not authorized to do any INR transaction for hardware supply. Proposed Clause: “Payment of supply items 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 CIP 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. If the payment is required through LC, Bank charges in India will be	As per Corrigendum-II
4	Clause 7.8 of Chapter-4 (Payment Terms)	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	ADVA input: “As per GST Law, it is not necessary/mandatory to obtain per state registration where services are deployed”.	As per Corrigendum-II

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6		Clause related to Foreign bidder is missing	Foreign Original Equipment Manufacturer (OEM) or it's 100% Indian subsidiary should be allowed for bidding on behalf of OEM or other Authorized partner fully authorized by OEM should be 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.	As per Corrigendum-II
7	Clause 17.2 of Chapter-4 (Security Consideration s & Security Agreement)	The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, the successful tenderer (OEM) shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website), covering all relevant clauses. The tenderer must submit a declaration along with their bid in this regard.	ADVA comments as approved in our meeting with Board member (Railways) : ADVA shall only be obligated to pay penalties if RailTel has given ADVA prompt written notice of any alleged or threatened security breach as per DoT directive and has withdrawn promptly the complete ADVA equipment and products from its network to prevent any further security breach (same as first breach or any other breach). For clarification, the same breach in ADVA equipment, products and services purchased under the same tender shall be considered as a single breach for the purpose of levying penalty and any payment by ADVA. For the avoidance of doubt, in case RailTel decides not to withdraw the ADVA equipment and products completely from its network upon detecting a security breach, any further claims for payment of penalties and damages shall be excluded."	Tender clause is very clear.


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8	Clause 24.4 of Chapter-4 (Fall Clause)	The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any purchaser including the purchaser, Central/State/ Government Organization or Public Sector Undertaking/Enterprise in India, during the validity of purchase order/LOA, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment	ADVA proposes: "Fall Clause:- The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser in India including the purchaser, Central / State / Government Organization or Public Sector Undertaking/ Enterprise in India, during the validity of purchase order/LOA, the equal benefit of lower prices will be passed on to RailTel."	Tender clause is very clear.
9	Clause 28 of Chapter-4 28. (Settlement of Disputes)	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.	ADVA Input: All arbitration proceedings shall be conducted in English. The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties.	As per Corrigendum-II


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10	Added new Clause for Foreign Exchange	Added New Clause 45 under Chapter-4 "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.	As per Corrigendum-II
	Added new Clause for Foreign credential	i. In case bidder has submitted the credential documents of the foreign customer against proven performance of the equipment. In that case, the 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. 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 imposed with penalty maximum up to the contract value. Accordingly, bidder shall propose a solution keeping in mind current physical conditions such as fiber health of the network (As	As per Corrigendum-II
Firm 4:			
SN	Clause No.	Tender Clause	Bidders Query
1	page#48//Clause 5	Payment terms	We request your goodself to allow the bidding of the hardware in foreign Currencies.
2	page#48//Clause 5	Payment terms	100% payment of their supply items should be paid through irrevocable Line of Credit (LC) on milestone basis. Request you to kindly allow and confirm the same in the tender payment terms.
			RailTel Response
			As per Corrigendum-II
			As per Corrigendum-II


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3	Page#9// Note-I// XII	Bidder/OEM can also leverage existing DWDM hardware/ Management system of 100G DWDM system deployed in RailTel in proposal. In case if the cards/modules/Licenses in the existing hardware is proposed, OEM shall provide Undertaking for long term support for 8 years for all existing components irrespective of End of Life of the existing hardware. Existing traffic shall not be impacted during the deployment of the new DWDM system. Hardware required for such up gradation shall be included in price bid as per Page No.6 & 7 of Chapter-II	We understand that Bidder can leverage existing DWDM hardware of 100G system only on paths Chennai - Vijayawada & Chennai - Nagpur. However for new DWDM layer from Vijayawada to Kolkata (Path#1 Vijayawada - Kolkata (Via Vishakhapatnam-Vizianagaram-Bhubaneshwar-Kharagpur-Kolkata)& Path#2, Nagpur - Kolkata (Via Vizianagaram- Raipur -Bilaspur-Jharsuguda-Rourkela-Kharagpur-Asansol- Kolkata)) Bidders need to quote new Hardware (including chassis, amplifiers, WSS, Transponders etc.) Request RailTel to kindly confirm if above understanding is correct.	Tender clause is very clear.
Firm 5:		M/s Nokia India		
1	Chapter 3A	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.	Kindly confirm that the bidder need to provide racks only at locations where its equipment is exceeding 8RU (which is provided by railtel) irrespective of whether it is new DWDM layer or existing layer. 23	As per Corregendum-II


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2	Chapter-2	Participation in this tender through Authorized partner is permitted subject to the following conditions: 1. The partner shall submit required documentary proofs to establish the tender following eligibility criteria. i. 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).	In lieu of the current clause of having experience in DWDM for the bidder, we would request you to allow Bidder having experience in SDH network category as there are very less bidder in India that has experience in DWDM network deployment. To allow more participation, we would request to modify the clause as below: "Participation in this tender through Authorized partner is permitted subject to the following conditions: 1. The partner shall submit required documentary proofs to establish the tender following eligibility criteria. i. 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 or SDH Infrastructure Solution commercially in India during last preceding 3 financial years (i.e. current year plus three previous financial years)."	As per Corrigendum-II
3	Chapter-4	75% payment of the value of the supply items* would be made on receipt of material by the consignee (at site /the stores, to be decided by CO/respective regional ED/RGMs) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:	There is no timeline mentioned for paying of 75% of the amount from the date of delivery acceptance. We would request you to add clause to bring more clarity interims delivery payment schedule. We would request you to modify the clause as "75% payment of the value of the supply items would be made on receipt of material within 45 days by the consignee (at site /the stores, to be decided by CO/respective regional ED/RGMs) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:	Tender clause is very clear.
4	Cpater-4	New clause requested	We would request you to kindly consider LC backed payment with backstop defined in the payment term so that bidder is secured interims his cashflow. This shall bring more clarity on overall RFP perspective & limit bidders not to put unnecessary finance charges in the bid.	As per Corrigendum-II


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