

Pre-Bid Clarifications dt. 10.09.2021, 15:00 Hrs. onwards
E-TENDER No. RCIL/Tender/LT/CO/MKTG/EB/2021-22/003

Venue: VC , link: <https://meet.google.com/fgj-qsge-ddz>

S. No.	Clause No.	Page No.	Clause Description	Query	RailTel's Remarks/ Clarifications
A	Queries by M/s Bodhtree Consulting Limited				
A1	Clause 3.2, Chapter- 3 : Delivery Schedule	8, 17	<p>Delivery Schedule: Material is required to be delivered by the supplier at the following location/consignee within specified delivery period from the date of issue of purchase order:</p> <p>As per BDS: Delivery Period, 60 Days from issue of PO</p>	<p>Request you to extend the delivery period to 150 days</p> <p>Remarks by bidder: Due to global pandemic, So, request Railtel to extend delivery period to 150 days</p>	The Clause has been suitably modified please refer Corrigendum-II
A2	Note IX under Schedule of Requirement	6	The price quoted shall be inclusive of all power cables, OF patch cords, etc., and accessories. AC power extended till the rack. Bidder will provide suitable number of patch cords sufficient to all network and populated client ports. Standard optical fiber patch cord are required to be provided for each active port. The power cable from equipment power card to the rack MCB will be provided by the tenderer. The power cable beyond MCB is not in the scope of tenderer.	<p>Pls provide the distance between the racks, switches. These details are not available in the RFP document.</p> <p>Remarks by bidder: please provide details</p>	Schedule of Requirement is already quantified. The detailed BoM is requested from tenderer to ensure the fulfillment of design parameter and network requirement as per RFP. All the power cable etc. may be assessed by tenderer on average basis as a normal telecom room setup.
A3	Clause 3.14 Payment Terms:	21	A. Supply portion: 90% of the supply cost will be paid after delivery of material and acceptance of 100% material at Kerala site duly accepted by KSITIL on submission of following documents	<p>A. Supply portion: 90% of the supply cost will be paid through Letter of Credit (LC) after delivery of material and acceptance of 100% material at Kerala site</p> <p>Remarks by bidder: request you to please change it.</p>	The Clause has been suitably modified please refer Corrigendum-II
A4	3.14 Payment Terms:	21	A. Supply portion: 90% of the supply cost will be paid after delivery of material and acceptance of 100% material at Kerala site duly accepted by KSITIL on submission of following documents	<p>A. Supply portion: 90% of the supply cost will be paid through Letter of Credit (LC) after delivery of material and acceptance of 100% material at Kerala site duly accepted by KSITIL or any other agency nominated by KSITIL.</p> <p>Remarks by bidder: We understand that inspection and acceptance is done by TPA nominated by KSITIL. So, we request you to change accordingly.</p>	The Clause has been suitably modified please refer Corrigendum-II
A5	General		In the RFP only detailed product specifications are mentioned.	<p>Request you to provide the detailed BOQ of sub components, SFP's and cards along with specification so that we can quote at actuals and not on assumptions.</p> <p>Remarks by bidder: this will help us in providing a comprehensive and competitive offer which is as per Railtel project requirement</p>	Schedule of Requirement is already quantified. The detailed BoM is requested from tenderer to ensure the fulfillment of design parameter and network requirement. All the power cable etc. may be assessed by tenderer on average basis as a normal telecom room setup.

A6	3.14 Payment Terms:	21	B. 10% payment shall be released after issue of PAC vide clause No 4.17 of Chapter-4(D). All payments will be subject to deductions of SLA accrual applicable at any payment milestone	<p>Request you to change the payment terms as follows.</p> <p>B. 10% payment shall be released after issue of PAC vide clause No 6.0 of Chapter- 3(D) or within 60 days whichever is earlier.</p> <p>Remarks by bidder: So request you to change the payment terms as follows.</p> <p>B. 10% payment shall be released after issue of PAC vide clause No 6.0 of Chapter-3(D) or within 60 days whichever is earlier.</p>	Tender Clause is clear, and no modification is approved.
B	Queries by M/s Inspira Enterprise India Pvt. Ltd.				
B1	Note IX under Schedule of Requirement	6	The price quoted shall be inclusive of all power cables, OF patch cords, etc., and accessories. AC power extended till the rack. Bidder will provide suitable number of patch cords sufficient to all network and populated client ports. Standard optical fiber patch cord are required to be provided for each active port. The power cable from equipment power card to the rack MCB will be provided by the tenderer. The power cable beyond MCB is not in the scope of tenderer.	<p>Request you to elaborate on the distance between the racks, routers, switches and other components.</p> <p>Remarks by bidder: This will help us in identifying the type and length of optical fiber patch cords to be factored for the installation.</p>	Schedule of Requirement is already quantified. The detailed BoM is requested from tenderer to ensure the fulfilment of design parameter and network requirement. All the power cable etc. may be assessed by tenderer on average basis as a normal telecom room setup.
B2	Para 3 of Clause 4.5.6 of Chapter 4A, COMMON GUIDELINES REGARDING COMPLIANCE OF EQUIPMENT/ SYSTEM	31	None of the IT equipment proposed by the Bidder should be End of Life product It is essential that the technical proposal is accompanied by the OEM certificate in the format given in Volume I of this Tender, where-in the OEM will certify that the product is not end of life product and shall support for at least 9 years from the date of PAC.	<p>OEM's follow global policies with respect to EOS and EOS.</p> <p>Remarks by bidder: Request RailTel to change the end of life clause to 6 years.</p>	Tender Clause is clear, and no modification is approved.
B3	Note III under Schedule of Requirement	5	The Offered Model/Product should have not less than 9 Years End of Life and Service Support. OEM shall submit the required certificate along with the bid.	<p>OEM's follow global policies with respect to EOS and EOS.</p> <p>Remarks by bidder: Request RailTel to change the end of life clause to 6 years.</p>	Tender Clause is clear, and no modification is approved.
B4	Clause 3.2, Chapter- 3 : Delivery Schedule	8, 17	<p>Delivery Schedule:</p> <p>Material is required to be delivered by the supplier at the following location/consignee within</p> <p>specified delivery period from the date of issue of purchase order:</p> <p>As per BDS: Delivery Period, 60 Days from issue of PO</p>	<p>Majority of the materials being procured through this RFP are having huge lead time. Because of the shortage of semiconductors due of COVID it is impossible to procure and deliver the materials in 60 days. All these materials need to be imported.</p> <p>Remarks by bidder: Request RailTel to provide 120 days for delivery</p>	The Clause has been suitably modified please refer Corrigendum-II
B5	3.14 Payment Terms:	21	A. Supply portion: 90% of the supply cost will be paid after delivery of material and acceptance of 100% material at Kerala site duly accepted by KSITIL on submission of following documents	<p>We request you to consider payment through LC and change the payment terms as follows.</p> <p>A. Supply portion: 90% of the supply cost will be paid through Letter of Credit (LC) after delivery of material and acceptance of 100% material at Kerala site duly</p>	The Clause has been suitably modified please refer Corrigendum-II

				<p>accepted by KSITIL on submission of following documents.</p> <p>Remarks by bidder: Being a very high value transaction, we request RailTel to make the mode of payment through Letter of Credit.</p>	
B6	3.14 Payment Terms:	21	<p>A. Supply portion: 90% of the supply cost will be paid after delivery of material and acceptance of 100% material at Kerala site duly accepted by KSITIL on submission of following documents</p>	<p>As per KSITIL RFP inspection of materials are done by KSITIL or TPA nominated by KSITIL or any other agency nominated by KSITIL.</p> <p>Remarks by bidder: So, request RailTel to make the changes accordingly.</p> <p>A. Supply portion: 90% of the supply cost will be paid through Letter of Credit (LC) after delivery of material and acceptance of 100% material at Kerala site duly accepted by KSITIL or TPA nominated by KSITIL or any other agency nominated by KSITIL.</p>	The Clause has been suitably modified please refer Corrigendum-II
B7	3.14 Payment Terms:	21	<p>B. 10% payment shall be released after issue of PAC vide clause No 6.0 of Chapter-3(D) All payments will be subject to deductions of SLA accrual applicable at any payment milestone</p>	<p>Since MPLS equipment's only consist of less than 10% of the Kfone project and based on our previous experiences we force dependency in completing the 5% installation due to multiple factors including Site readiness, and other reasons beyond the control of SI.</p> <p>Request RailTel to change the payment terms as follows.</p> <p>B. 10% payment shall be released after issue of PAC vide clause No 6.0 of Chapter-3(D).</p> <p>RailTel will facilitate bidder to complete the Installation, Commissioning and SAT within 60 days and issue PAC. If there is any delay due to reason beyond the control of bidder. RailTel will issue PAC and payment will be released within 60 days.</p> <p>Remarks by bidder: Request RailTel not to penalise the Bidder or payment delayed for any reason beyond the control of the bidder.</p>	Tender Clause is clear, and no modification is approved.
B8	Clause 4.17: PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)	44	<p>PROVISIONAL ACCEPTANCE CERTIFICATE (PAC) On Installation and Commissioning of the equipment and completion of Site Acceptance Testing by KSITIL or their nominated agency, Provisional Acceptance Certificate (PAC) will be issued by the RGM/Executive Directors or their authorized representatives of Region.</p>	<p>We request you to change the clause as follows</p> <p>On Installation and Commissioning of the equipment and completion of Site Acceptance Testing by RailTel. Provisional Acceptance Certificate (PAC) will be issued by the RGM/Executive Directors or their authorized representatives of Region.</p>	Tender Clause is clear, and no modification is approved.

				<p>Remarks by bidder: Request RailTel not club the SAT of KSITL with PAC. KSITL will only conduct SAT after the completion of entire work of NOC or POP or the ring.</p> <p>There is no definite timeline defined for this activity and bidder payment should be help up because of this delay.</p>	
B9	Clause : 3.8.7 Long Term Maintenance Support/AMC:	19	Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Executive Director of Southern Region. No payment is to be released unless Bank Guarantee as per 3.8.6 is submitted. Please refer detained payment terms at clause 16.3 of Annexue-III/ Chapter-9	<p>Kindly change this as follows. Yearly advance payment for AMC would be made by RailTel</p> <p>Remarks by bidder: All OEM's charge advance payment terms for AMC contract. AMC is annual contract and we request you to consider yearly advance payment.</p>	Tender Clause is clear, and no modification is approved.
C	Queries by M/s Enrich Data Services Private Limited:				
C1	Note III under Schedule of Requirement	5	The Offered Model/Product should have not less than 9 Years End of Life and Service Support. OEM shall submit the required certificate along with the bid.	OEM generally provides End Of Life and End Of Service as per their standards, So Kindly consider the same and make the necessary changes.	Tender Clause is clear, and no modification is approved.
C2	3.14 Payment Terms: A. Supply portion	21	A. Supply portion: 90% of the supply cost will be paid after delivery of material and acceptance of 100% material at Kerala site duly accepted by KSITIL on submission of following documents	Being a very high value project, we request you to make the payment through Letter of Credit on delivery.	The Clause has been suitably modified please refer Corrigendum-II.
C3	3.14 Payment Terms: A. Supply portion	21	10% payment shall be released after issue of PAC vide clause No 4.17 of Chapter-4(D). All payments will be subject to deductions of SLA accrual applicable at any payment milestone.	We request Railtel to release the balance 10% payment within 2 months of delivery. We have always observed that installation are delayed due to site readiness and bidder should not be penalised for the delay by holding payment. Railtel should facilitate for the installation of 5% of the materials immediately on delivery and 10% of payment must be released if installation is delayed beyond 60 days due to reason beyond the control of bidder. This should not be clubbed to end customer acceptance.	Tender Clause is clear, and no modification is approved.
C4	Clause 3.2, Chapter- 3 : Delivery Schedule	8, 17	<p>Delivery Schedule: Material is required to be delivered by the supplier at the following location/consignee within specified delivery period from the date of issue of purchase order:</p> <p>As per BDS: Delivery Period, 60 Days from issue of PO</p>	Ideally a BOM for a project of this size require minimum 3-4 months lead time for delivery. Over and above that due to COVID and due to the acute shortage of semi conductors globally all OEM's are facing huge delay in supplying the materials. So, we request you to allow 120 days for delivery.	The Clause has been suitably modified please refer Corrigendum-II
C5	SN-15 of Table under Technical Specifications of Annexure-D/ Chapter 6			<p>The participant has mentioned “SN-15 of Table under Technical Specifications of Annexure-D/ Chapter 6” and requested as follows:</p> <p>We would request RailTel to allow partial delivery of materials. For easy management of logistics and delivery challenges we are facing post COVID, we request RailTel to allow partial delivery of materials in 3 phases.</p>	No Such clause is present in the tender. Moreover, the partial deliveries are not allowed.
D	Queries by M/s Juniper Networks				

D1	Note III under Schedule of Requirement	5	The Offered Model/Product should have not less than 9 Years End of Life and Service Support. OEM shall submit the required certificate along with the bid.	The Offered Model/Product should have not less than 8 Years End of Life and Service Support. OEM shall submit the required certificate along with the bid. Remarks from Bidder: Total support duration as asked in RFP 5+2 years one year we consider go live hence requesting you please change for 8 years period	Tender Clause is clear, and no modification is approved.
D2	Para 3 of Clause 4.5.6 of Chapter 4A, COMMON GUIDELINES REGARDING COMPLIANCE OF EQUIPMENT/ SYSTEM	31	None of the IT equipment proposed by the Bidder should be End of Life product It is essential that the technical proposal is accompanied by the OEM certificate in the format given in Volume I of this Tender, where-in the OEM will certify that the product is not end of life product and shall support for at least 9 years from the date of PAC.	None of the IT equipment proposed by the Bidder should be End of Life product It is essential that the technical proposal is accompanied by the OEM certificate in the format given in Volume I of this Tender, where-in the OEM will certify that the product is not end of life product and shall support for at least 8 years from the date of PAC. Remarks from bidder: Total support duration as asked in RFP 5+2 years one year we consider go live hence requesting you please change for 8 years period	Tender Clause is clear, and no modification is approved.
D3	Clause 3.2, Chapter- 3 : Delivery Schedule	8, 17	Delivery Schedule: Material is required to be delivered by the supplier at the following location/consignee within specified delivery period from the date of issue of purchase order: As per BDS: Delivery Period, 60 Days from issue of PO	Due to Global shortage of siclica there is delay in material delivery requesting you allow extension of delivery and Partial shipment of material in 3 phase	The Clause has been suitably modified please refer Corrigendum-II
E	M/s Absolut Technologies				
E1	Clause 3.25, Fall Clause	23	The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including Central/State/ Government Organization or Public Sector Undertaking, during the validity of LOA/ Purchase Order, 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	Requesting RailTel to remove the clause	Tender Clause is clear and no modification is approved.
E2	Clause 14/Annexure-III	85	Penalties on Repair and Return Services during pre warranty, warranty and AMC period	Due to increase in COVID 19 Pandemic, and associated challenges deliveries are going beyond any control. Requesting RailTel to relax the defined time line during pandemic conditions.	Tender Clause is clear, and no modification is approved.
E3	Chapter-1 Schedule of Requirements III	5	The Offered Model/Product should have not less than 9 Years End of Life and Service Support. OEM shall submit the required certificate along with the bid.	OEM generally provide their standard Years End of Life and Service Support. Requesting RailTel to consider the same and make it 6 years.	Tender Clause is clear, and no modification is approved.
E4	Clause 3.14 Payment Terms:	21	A. Supply portion: 90% of the supply cost will be paid after delivery of material and acceptance of 100% material at Kerala site duly accepted by KSITIL on submission of following documents	The tender value is very big, we requesting RailTel to make the payment through Letter of Credit aganst delivery of materials. Also we understand that inspection and acceptance is done by TPA nominated by KSITIL. So, we request RailTel to make the change accordingly.	The Clause has been suitably modified please refer Corrigendum-II

E5	3.14 Payment Terms:	21	10% payment shall be released after issue of PAC vide clause No 4.17 of Chapter-4(D). All payments will be subject to deductions of SLA accrual applicable at any payment milestone.	Remaining 10% payment should be released if installation is delayed due to the reasons /dependency which are beyond the control of bidder and issue PAC and release the payment with in 60 days of delivery.	Tender Clause is clear, and no modification is approved.
E6	General			Due to the pandemic and shortage of semi conductors, the deliveries are badly affected and delayed. So, we request Railtel to priorities and allow us to deliver in 2-3 Phases as per the on project requirements.	Tender Clause is clear, and no modification is approved.
E7	Clause : 3.8.7 Long Term Maintenance Support/AMC:	19	Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Executive Director of Southern Region. No payment is to be released unless Bank Guarantee as per 3.8.6 is submitted. Please refer detained payment terms at clause 16.3 of Annexue-III/ Chapter-9	OEM will only provide AMC services against advance payment, so request you to change this payment terms to yearly advance	Tender Clause is clear, and no modification is approved.