

S. No	Chapter No.	Page No.	Clause / Sub Clause No.	Clause Description	Query	RailTel Remarks
1	CHAPTER-2	6	9. Tender Notice	Last Date of Submission of Offer Date: 14.02.2022 Time: 15:00 hours	This is a very rare tender in which lot of information pertaining to feasibility is required to be submitted along with ISD rates. Hence, we request you minimum 2 weeks extension in last date of submission of the bid. Date: 28.02.2022 Time: 15:00 hours"	Please refer to corrigendum-I
2	Chapter - 2-A	9	8.1.11	For example : If the Closing Time of RA is 13:00 Hrs and the Cooling Off period is 30 Minutes, if two offers are received between 12:30 Hrs and 13:00 Hrs, let's say at 12:40 Hrs and 12:55 Hrs, the Closing Time shall be extended by 30 Minutes from the time of submission of the last bid i.e. up to 13:25 Hrs.	Is the auto extension period 20 minutes or 30 minutes (as mentioned in clause 8.1.6)	The auto extension period is 20 minutes from the submission of last bid. May please refer to clause 2A.8.3. The guidelines on tender portal shall be final
3	Chapter 1	5	1.5	Firm will provide unused data rollover facility upto 500GB to all users under this contract.	We recommend roll-over to be capped at 200Gb data	Tender clause shall prevail.
4	Chapter 1	5	1.14	Service Disconnection	Kindly confirm penalty to be applied on Railway entity, for delay in payments beyond 30 days	Tender clause shall prevail.
5	Chapter 1	5	1.8	1.8 Rates to be negotiated every six months with the Telecom Service provider to get better rates as a bulk customer.	Request to keep firm rates during the contract period. After 2 stages and reverse auction, once the rates are finalized to be valid over the contract period. Unless there are any regulatory changes which impact the commercials significantly.	Tender clause shall prevail.

6	Chapter 1	4		Table 1.1	Unlimited SMS plan as mentioned in the table 1.1 -specifically says unlimited SMS within CUG as per table. However in other points it only says 'unlimited SMS plan'. Please get it reconfirmed. If the requirement is unlimited SMS within CUG/onnet, then rest all other SMSs to be barred or can be charged at Paygo. Need to get clarity.	Please refer to corrigendum-I
7	Chapter 1	4		Table 1.1	Beyond data quota (plan quota 30/45/60 GB) is it at FUP at throttled speed or paygo charges to be quoted	Beyond data quota, further data shall be offered if opted by the user. The chargeable rates shall be as per the quoted rates (Annexure-X)
8	Chapter 9	114		Annexure-X	The data top up and IR data only add on – will it be one time add on with validity of its own or recurring add on once subscribed?	Bidder is required to provide only ISD rates as per annexure-X.
9	Chapter 9	114		Annexure-X	Beyond quota of the data add on- what is the required behavior at Paygo rate or FUP with throttled speed?	Beyond data quota, further data shall be offered if opted by the user. The chargeable rates shall be as per the quoted rates (Annexure-X)
10	Chapter 9	114		Annexure-X	The ISD rates vary as per country area code and not uniform for a given country. The cost rate variation is significant and hence the rates also vary. For the specified countries for which ISD rates are asked, we can submit country area code wise rate.	Tender clause shall prevail.
11	Chapter 9	114		Annexure-X	Rest of the world countries- which all countries to be covered? Cause the rates vary significantly not only with respect to country but even area code within the country itself. And we need to have clarity as to which all countries Railway want to cover in this category of ISD rate.	Tender clause shall prevail.

12	Chapter 9	114		Annexure-X	Does the customer want only data and no voice or SMS – please confirm.	Tender clause shall prevail.
13	Chapter 9	114		Annexure-X	The PDF doc attached for easy reference does not state any requirement of voice and SMS in IR - does it mean that customer will pay as per paygo rates for voice and SMS ?	Tender clause shall prevail.
14	Chapter 9	114		Annexure-X	If customer does require voice and SMS then the voice min's and SMS count that they are looking for this has to be specified similar to Data table provided.	Tender clause (Annexure-X) shall prevail.
15	Chapter 9	114		Annexure-X	If customer requires voice then based on current usage - Please do let know percentage break up of OG call within visited country and call back to India	Tender clause shall prevail.
16	Chapter 9	114		Annexure-X	What is the use case for usage of data greater than 20GB in IR ?	Tender clause shall prevail.
17	Chapter 9	114		Annexure-X	Currently how many users travel to IR , for how many day's and what's their average data usage in each country provided ?	Tender clause shall prevail.
18	Chapter 9	114		Annexure-X	What duration is that data quota requested for – days or monthly ?	Tender clause shall prevail.
19	Chapter 9	114		Annexure-X	If per month does the customer require recurring pack or non-recurring pack ?	Tender clause shall prevail.
20	Chapter 9	114		Annexure-X	What validity does the customer want in these packs 7 days , 10 days , 15 days or 30 days ?	Tender clause shall prevail.
21	Chapter 9	114		Annexure-X	Are there any specific countries in Europe and rest of the world - that customer needs the data for ; for rest of the world - we will not be able to offer such data volumes in all countries , we will however include as many countries as possible in the pack based on the costs.	Tender clause shall prevail.

22	Chapter 9	114		Annexure-X	Does the customer require one pack or different packs based on grouping provided in table.	Tender clause shall prevail.
23	Chapter 9	114		Annexure-X	What is the expectation of usage beyond the quota , should the services stop or be charged at Paygo rates or should the data speed be throttled ?	Tender clause shall prevail.
24	Chapter 3	11	3.2	In case the bidder doesn't have its own operational network with 3G/4G or above technology based cellular services in all the 22 telecom Circles/ Metro Service Area of India, it must have arrangement with other operators for the telecom circles where it doesn't have its own network to cover all Divisions, Zones, Production Unit, PSUs and other associated offices of Indian Railways.	Request Railtel to ensure that all users /Employees of Railway should have 4G handset with VoLTE supported.	Tender clause shall prevail.
25	Chapter 3	12	4.a	(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).	Telecom Service provider companies being service provider to many users; Hence it will not be possible to provide Form 16A/26AS. Kindly remove this clause and requirement and keep the financial Eligibility Criteria simple as Generic Turnover : "Financial Eligibility Criteria: <u>The tenderer must have Overall Turnover more than Rs. 500 Cr. per year in the previous three financial years (FY 20-21; 19-20 and 18-19).</u> The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet."	Please refer to corrigendum-I

26	Chapter 3	13	3.3.2	A CUG network survey may be conducted every six months by the survey team comprising member from service provider, Railway and RailTel Officials	We recommned that survey to be done only for sections where an issue is reported and not repeated every 6 months for all sections	Tender clause shall prevail.
27	Chapter 3	13	3.3.4	Post contract activities like coverage issues, billing and payment should be handled by respective Railways directly.	We request a 30 day timeline for payments to be made by Railway to be defined. Failure to make payments within 30 days to attract a penalty of 15% on the defaulting Railway entity	Tender clause shall prevail.
28	Chapter 3	15		Table 1 - COW & BTS Charges	We request RCIL & Railway Board to review these extremly high charges for COWs and BTS Infrastructure. These charges and not benchmarked to Industry standards and prohibitive. Also, we need clarity on who will provide COWs ? RCIL or TSP is expcetd to set-up their own COWs ? Kindly confirm 50Mts Height avalibility for COWs Infrastructure and also share the design of the same, which is approved by a component authority	Tender clause shall prevail.
29	Chapter 3	17	3.3.18	Against the requirement of GM/equivalent and above level officers of Indian Railways including any associated unit of Indian Railways, service providers are required to arrange, new Mobile Numbers ending with "0000" in the nearest matching series at no additional cost to Railways or any other unit associated to Railways.	Firstly, the same can be provided basis avalibility of such numbers. Since the numbers are provided by DoT, this can not be confirmed or committed. We request you to kindly delete this caluse as TSP has no control over the number avalibility	Tender clause shall prevail.

30	Chapter 3	18	3.3.29	Coordination meeting regarding Network and others CUGs issues will be held quarterly between the Sr.DSTE and service provider's representative at Divisional level and CCEs and Service Provider's representative at headquarter level. If the service provider's representative fail to participate in the quarterly coordination meeting then a lump-sum amount of Rs. 5000/- may be deducted from service provider's bills.	Kindly make the monthly coordination meeting mutually convenient and in Hybrid mode	Tender clause shall prevail.
31	Chapter 3		3.3.32	CUG provider should submit report regarding improvement in network one week before the quarterly coordination meetings. In addition, they should also provide details* as given under.	This is sensitive information and has the chances of misuse. Kindly note, the total liability and responsibility of this data will be of the respective Railway officer nominated and TSP will not take any responsibility of this information. Therefore, we strongly recommended that since monthly usage and billing data is available with Railway, this may be internally sought by Railway and not be the ownership of TSP	Tender clause shall prevail.
32	Chapter 3	22	3.10. e	Multiple violation means violation of time frame for activation/deactivation of various services which are agreed in contract/mutually agreed. Any definenecy in service delivery as per the initially agreed timeline on more than 10 occasions in a month would be considered as multiple violation. Penalty of Rs. 100/ per violation will be imposed as penalty subject to maximum of 1% of monthly bills of that billing unit.	Kindly also incorporate 15% penalty to be imposed on Railway unit making not meeting contract terms or violating the terms of the contract. Also, any delay beyond 30 days from Bill generation, should attract a penalty of Rs. 100/ number/ day for which delayed payment is made.	Tender clause shall prevail.

33	Chapter 3	21	3.10.a	Existing CUG connections: In case of new service provider, all existing CUG numbers shall be ported within 30 days of issue of date of Purchase Order. In case of existing service provider, services as per new contract shall be enabled within 15 days of issue of LOA.	We request for the timeframe for 30 days for both scenarios to be calculated from PO Date for all Railway Zones, PTIS/Pus etc. and not LOA, as tariff creation and changes would need a minimum timeline for implementation. Also, Mandatory documentation to be provided by Railway as per TRAI guidelines, for any new activations.	Tender clause shall prevail.
34	Chapter 3	24	3.18	COMMERCIAL TERMS	Since all coordination and operational requirements are to be maintained at Zonal & Divisional Railway level, this Fee may be deleted.	Tender clause shall prevail.
35	Chapter 3	23	3.14	<p>TERMINATION CLAUSE</p> <p>If the services are not found satisfactory or any other reason which compels RailTel/Railways for termination of agreement, RailTel can terminate the service agreement by giving three months notice in advance to the other party. In case, the bidder stops service without notice, RailTel has the right to encash the performance Bank Guarantee (PBG).</p>	<p>We request you to kindly include cure period of 90 days before notice period for termination. Also, termination should be for a cause and not discrimination. AND other party should be given fair chance to prove its side of story. Suggested Clause is:</p> <p>TERMINATION CLAUSE</p> <p>If the services are not found satisfactory or any other reason or cause which compels RailTel/Railways for termination of agreement, RailTel can terminate the service agreement by giving three months notice in advance to the other party <u>post 90 days cure period. Other party will also be given full chance to prove its side of facts, only after which termination shall be invoked.</u></p> <p>In case, the bidder stops service without notice, RailTel has the right to encash the performance Bank Guarantee (PBG).</p>	Tender clause shall prevail.

36	Chapter 1	5	1.14	1.14 Under no circumstances, service provider shall disconnect/disable any service deliberately or intentionally for any reason during the period of contract. Any violation of this clause shall be penalized by 5 times deduction of pro-rata charges for any such period of disruption.	Disconnection/ suspension may happen for non payment scenarios. The same can also happen if any such direction received by DoT or any other law enforcement body. Therefore, pls delete this clause.	Tender clause shall prevail.
37	Chapter 3	19	3.3.35	3.3.35 Safe custody of SIMs at zero rental will be permitted upto six months and can be extended further on request from authorised signatory of Railways.	Safe Custody duration should be in compliance to TRAI guidance of 3 months. The clause may be ammended in compliance to TRAI guidelines.	Tender clause shall prevail.
38	Chapter 3	28	3.31.3	If, a bidder has a relation or relations employed in RailTel, the authority inviting the bids shall be informed of the fact along with the offer, failing which RailTel, at its sole discretion, may reject the bid or cancel the contract and forfeit the Earnest Money Deposit/Performance Bank Guarantee/Security Deposit.	We understand that this clause is not applicable to complete bidding organization - as that will not be possible to determine. And this clause shall be limited to only Authorised signatory of the bid signing the bid.	Tender clause shall prevail.
39	Chapter 9			<ul style="list-style-type: none"> Annexure-VIII - LIST OF RAILWAY TRACK SECTIONS ON VARIOUS ZONES OF INDIAN RAILWAYS Annexure-IX - LIST OF ZONAL DIVISIONAL HQRS. AND IMPORTANT STATIONS OVER INDIAN RAILWAYS Annexure - XIII - LIST OF RAILWAY COLONIES OF INDIAN RAILWAYS 	<p>Kindly share editable version of all Annexures in WORD format and Excel for the following:</p> <ul style="list-style-type: none"> Annexure-VIII - LIST OF RAILWAY TRACK SECTIONS ON VARIOUS ZONES OF INDIAN RAILWAYS Annexure-IX - LIST OF ZONAL DIVISIONAL HQRS. AND IMPORTANT STATIONS OVER INDIAN RAILWAYS Annexure - XIII - LIST OF RAILWAY COLONIES OF INDIAN RAILWAYS 	Bidders may convert the PDF to editable version as same is very easily possible.
40	1	4	1.1	Unlimited National Voice calls, Roaming, STD & 200 SMS/day (local & National)	post consumption of 200 SMS / day, there should be a no restriction on usages capping and Paygo charges/SMS will be applicable ??	Beyond 200 SMS/day/SIM, the user shall not be allowed to send SMS in plan A,B & C. For Plan D, may please refer to corrigendum.