

RESPONSE TO PREBID QUERIES.

A. Queries raised by M/s Vodafone Idia Limited

SN	Chpt r	Page	Clasue / Sub C	Clause Description	Query	RailTel Response
1	3	12	3.2 Eligibility C	<p>Coverage of Cities / Towns :</p> <p>iv) The bidders should have 100% network coverage with TRAI recommended signal strength at all Railway offices and Railway colonies and 90% on other important locations where the mobile connections are proposed to be supplied. Bids of tenderers not complying to 100% network coverage at all Railway offices and Railway colonies and 90% on other important locations as detailed in Annexure-IX above will not be considered technically suitable.</p> <p>v) Tentative list of all such Cities/Towns where coverage is required is enclosed as Annexure-IX. Further Cities/Towns may also be added to this list subsequently. RailTel shall be free to verify any coverage data and same shall be arranged by the bidder on</p>	<p>More than 60 locations has been added from the last 2018 tender and list of Railways Colonies also not shared in the tender,request you to please share the details along with LAT LONG.Need atleast 4 weeks time post getting all the details from RailTel to conduct the detail survey, so would request you to please extend the tender submission date from 9th Nov 2021 to 30th Nov 2021.</p>	<p>Please refer to corrigendum.</p>
2	3	11	3.2 Eligibility C	<p>Must either own operational network with 3G/4G and above technology based Cellular Services in all the 23 telecom Circles of India or should have arrangement with other operators for the telecom circles where the firm has not its own liecence.</p>	<p>As per the new licence for DOT there are 22 circle, please make the changes in the Clause.</p>	<p>The Nos. of Telecom Circle in tender should be read as whatever circle available in India.</p>

3	3	14	3.3 MISC.TERMS AND CONDITIONS: 3.3.11	No extra charges whatsoever would be applicable for various services including Voice Calls, SMSs & Roaming, within India other than bundled Data.	For SMS we will offer from Plan A / B / C as asked 200 SMS/Day, and beyond that it will be charge on PayGo basis For Data after the Paygo rates will be charged as per standard market rates and we will offer Data Packs as requested in SOR.	No SMS above the limit of 200 SMS/day/SIM are allowed in Plan A, B & C. Also data beyond the package shall be allowed only after the request of the user as per Top Up Plan rates (Through co-ordinator of RailTel/ Railway if required by co-ordinator). Thus no charging at mkt rates for
4	3	19	3.3 MISC.TERMS AND CONDITIONS: 3.3.37	It shall be possible to send group messages to CUG subscribers at PAN India level, Zonal Level, Divisional Level, PU's Level, Training Institute Level etc. as per RailTel/Railway's requirement.	The Messages needs to be sent from respective Sims, TSP do not have control if the same can send to any specific group, also there will be a quota defined for each sim	Sometimes, SMS modems / devices are used for sending group SMS for internal use of RailTel, there shouldn't be any restriction from the TSP side for the same.
5	3	19	3.3 MISC.TERMS AND CONDITIONS: 3.3.36	For Plan A, B & C, stipulated Nos. of SMSs /day to any network and for Plan D unlimited SMSs as stipulated should be allowed. However, any change in TRAI guidelines on above would apply on services provided under this contract. In case the Nos. of SMSs lead to the extra billing owing to any TRAI guidelines, RailTel may reduce the Nos. of SMSs per day/month at its discretion.	Request to please specifiy the Quota for Plan D as providing Unlimited SMS will be technically /commercially not viable	Please refer to corrigendum.

6	3	19	3.3 MISC.TERMS AND CONDITIONS: 3.3.34	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.	Request to keep the Safe Custody as complimentary for 3 Months only, beyond that the same to be made chargeable	Please refer to corrigendum.
7	3	13	3.3 MISC.TERMS AND CONDITIONS: 3.3.5	Emphasis shall be given to select Telecom Service provider, which has the sufficient overall coverage on IR . Telecom Service Provider should also undertake with in a time bound period to improve track coverage where the same is inadequate. In case of noncompliance to improve network coverage, penalty will be imposed as per tender.	For clarity "IR" here means "Indian Railways" and not "Internaitonal Roaming"	It is confirmed that IR here means Indian Railways.
8	3	14	3.3 MISC.TERMS AND CONDITIONS: 3.3.13	Call Conferencing: Indian Railways needs this facility so that the CUGc subscribers of Indian Railways can talk to multiple users simultaneously in conference with cascading.	Every User joined in the conference call has a limitation (3 or 5 or 'n') to add another user, hence 'multiple but limited to' for a particular user	There shouldn't be any limit of users for call conferencing as permissible with the available technology.
9	3	23	3.16 PAYMENT TERMS & PAYING AUTHORITY	The bills will be dispatched at each of the Railway locations in India as per the JWO. The payment of the bills will be done on monthly basis assuming 30 days in a month and will be adjusted with the next invoice.	For Postpaid Sims the Biling is configured as per Calendar month and the rental will be charged per month as per rate	Postpaid billing as applicable to the offered services is to be done on the basis of "calender month" as per final rates and tender conditions.

10	3	22	3.11	If the bidder fails to deliver the required services under the contract within the stipulated time schedule or by the date as extended by RailTel, it will be construed as breach of contract and suitable liquidated damages will be levied as per tender.	Before making any deduction on account of liquidated damages, Railtel should discuss the alleged failure or delay on the part of TSP and shall provide an opportunity to remedy the situation within a mutually agreeable time frame	As any such deduction is made by the billing unit and same shall be as per tender clauses only. While time to time, services provider is given opportunity for remedial action, deductions for past violation of tender clause shall be as per tender clauses and thus tender clauses shall prevail.
11	3	22-23	3.13	RailTel shall have the sole and discretionary right to assess performance(s) of the services offered by the bidder and RailTel, without any liability whatsoever, either direct or indirect, may reject the services provided by the bidder, in part or in its entirety, without needing to offer any explanation to the bidder, either during the pre and/or post test period should the same be unsatisfactory and not be to the acceptance of RailTel in terms of quality clauses.	Rejection of service, Termination of agreement and / or invocation of BG should be done only upon reasonable notice to respective TSP and an opportunity of being heard so as to understand if TSP performance is affected by external factors or force majeure events, also to enable TSP to understand issues and take ensure corrective measures, if required. Similarly, if TSP performance is affected by external factors or force majeure events, in which case penal actions like invocation of guarantee etc. should not happen	Tender clause is clear and shall be followed.
12	3	23	3.14	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).		

15	3	28 and 30	3.31.1 and 3.38.4	If a bidder gives wrong information in their bid, RailTel can reject such bid at any stage or to cancel the contract if already awarded, and forfeit the Earnest Money Deposit/Performance Bank Guarantee/Security Deposit.	Forfeiture of EMD / PDG / SD (as applicable) should be done only upon reasonable notice to the respective TSP and giving a reasonable opportunity of being heard	Tender clause shall prevail.
16	3	29	3.36.1	If there is any delay in the implementation of the system due to bidder's fault from schedule furnished by the bidder and accepted by RailTel, RailTel/ Railway will recover 0.5% of the value of the Purchase Order from the bidder for each week of delay. The recovery will be subject to an upper limit of 10%.	Before making any deduction on account of liquidated damages, Railtel should discuss the alleged failure or delay on the part of TSP and shall provide an opportunity to remedy the situation within a mutually agreeable time frame	Tender clause shall prevail.
17	7	46	7.15	The term force majeure employed herein shall mean Act of God, war (declared or not), storms, floods, tsunami, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), ciTSP commotion, fire, accident, sabotage, earthquake or any other natural calamities, plague, quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of RailTel, the contractor cannot reasonably prevent or control against.	1. Force Majeure event shall not entitle Railtel to withhold payment of invoices raised by TSP; 2. Strikes, lock-outs in Railtel or Railways should not qualify as a force majeure event under this clause; 3. We should include 'Lockdown' within the definition of Force Majeure; 4. 'Restraints imposed by Government' should not include restrictions imposed by the government body circulating the tender; 5. The Parties should have the right to terminate the contract without any liability in case the force	Tender clause shall prevail.

19	8	51	8.4.4	The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.	Forfeiture of SD must happen only after TSP has been given reasonable notice and an opportunity of being heard, and during the hearing it is established beyond doubt (based on documentary evidence) that TSP is directly responsible for the act or omission resulting in such forfeiture. Also no forfeiture should happen in relation to TSP's performance under any other contract than this particular agreement.	Tender clause shall prevail.
20	8	51	8.5.3	Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the Stores /services shall not pass on to the Purchaser until the Stores /services have been received, inspected and accepted by the consignee	it is necessary to add that upon delivery of the stores / services to the Purchaser / consignee, the responsibility of the stores / services shall shift to the Purchaser / consignee only	Tender clause shall prevail.

21	8	52	8.6.2 and 8.6.3	<p>Failure and Termination: - If the Contractor fails to deliver the Stores/services or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: -</p> <p>(a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any Stores/services (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such Stores/services may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or (b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee</p>	<p>Penal actions such as Termination of agreement and / or imposing liquidated damages should be taken by Railtel only upon reasonable notice to TSP and an opportunity of being heard so as to understand if TSP performance is affected by external factors or force majeure events in which case such penal actions should not be taken</p>	Tender clause shall prevail.
22	8	54	8.11.3	<p>The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.</p>	<p>1. The word 'and' in the first line should be replaced by 'or';</p> <p>2. In this clause an exemption should be created for normal wear and tear</p>	Tender clause shall prevail.

24	8	61	8.22.2	Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.	The decisions in matters like corrupt practices should be decided by Independent External Monitor/s and not unilaterally by Purchaser	Tender clause shall prevail.
25	8	61	8.23.1©	The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:..... (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase	Termination for breach should happen only after issuing a termination notice and post discussion with TSP about cure period. Also all payments for services already delivered will be made by Railtel immediately upon termination of contract	Tender clause shall prevail.
27	8	63	8.26.0 (3)	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 fulfil their bligation under this Agreement so far as they are reasonably able to do so.	This clause should also mention that during the pendency of arbitration proceedings Railtel shall continue to pay all undisputed invoice amounts to Bidder from time to time	Tender clause shall prevail.

28	9	69	Annexure 2 Format of affidavit 3	I/we hereby declare that I/we have downloaded the tender documents from RailTel/TCIL website www.railtelindia.com/ https://www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel administration shall be final and binding upon me/us	Railtel should inform promptly in case there is any change in the master copy available with the RailTel administration, since this is the final document being relied in case of any discrepancy	TCIL should be read as "IREPS". Whatever changes made in master copy are also uploaded on the tender portal.
29	3	11	3.2 Eligibility Criteria	Should undertake with a definite time frame as stipulated for further improvement of section wise, coverage upto 95% with signal strength of $\geq -90\text{dBm}$ (for 3G) & $\geq -110\text{dBm}$ (for 4G or higher)/as recommended by TRAI with a continuous dark zone of not more than 500 Mtrs. in each section along the Railway track.	We would need at least 21 workign days to evaluate and share the undertaking for this requirement as this would involve a large amount of planning and co-ordination, please allow the same and extend the submission timelines till 30th November at least	Please refer to corrigendum.
30	1	5	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	In case of Non-Payment by the Department in absence of any dispute TSP should have the right to bar the service and no penalty should be applicable for the same.	Tender clause shall prevail.
31	3	13	3.3 MISC.TERMS AND CONDITIONS: 3.3.37	RailTel may engage 3rd Party Audit team for the assessment of quality of service provided by selected Telecom Service Provider on the similar lines as being done by TRAI. Parameters to be measured by the audit team will be defined by RailTel in consultation with Railway Board at the time of audit. Network coverage should be taken across the complete zone	Request RailTel to share the details on parameters that will be considered for the assessment for the 3rd party Audit	The quality parameters shall be generally as per TRAI parameters. However RailTel may add some other parameter after due deliberations with the service provider. Signal strength requirements are as

32	3	22	WARRANTY AND SERVICES AVAILABILITY PENALTY:3.12	The bidder is supposed to provide smooth connectivity for voice as well as data services at various locations of Indian Railways in India. The bidder must sign Services Level Agreement (SLA) to provide minimum service availability of 98% at Zonal Level. To substantiate SLA figure, service provider shall submit a copy of circle wise monthly report submitted to TRAI. The bidder must submit detail of any other mechanism and reports that will enable RailTel to monitor the	Please elaborate this point in terms of SLA expectations from the TSP	Availability of network as per QoS of TRAI/ mentioned in tender document is the requirement in terms of SLA expectations.
33	3	21	VARIATION CL	a) RailTel reserves the right to order any number of Mobile (cellular) Connections as may be required at the time of work order and increase or decrease subsequently by giving 15 (Fifteen) days notice. The approximately the variation may be +/-30% b) Number of subscriber in each slab should normally be taken (+/-) 25% of the projected numbers. Variation of quantity from 125% to 140% will be at 2% rebate, above 140% to 150% with 4% rebate and beyond 150% the rates shall be decided on the basis of negotiations.	Pls keep the pricing same.	Tender clause shall prevail.

34	3	21	TIME SCHEDULE:3.10	<p>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.</p> <p>b) New CUG connections: SIM including enabling of services for new additional CUG connections as per the quantity mentioned in LOA shall be provided within 30 days from the date of placement of Purchase order for the first time. Subsequently, as and when requirement is placed onto the firm, the same shall be provided within three (3) days of placement of order. However, in special circumstances the connection should be provided within 24 hours on Railway's specific request</p>	Please Confirm the delivery timelines as on Page 6 its mentioned 60 days.	Please refer to corrigendum.
35	3	23	UNSATISFACTORY PERFORMANCE:3.13	RailTel shall have the sole and discretionary right to assess performance(s) of the services offered by the bidder and RailTel, without any liability whatsoever, either direct or indirect, may reject the services provided by the bidder, in part or in its entirety, without needing to offer any explanation to the bidder, either during the pre and/or post test period should the same be unsatisfactory and not be to the acceptance of RailTel in terms of quality clauses.	Please clarify the parameter on the basis which services will be assisted else request you to please remove this particular Clause.	The parameter for assessing performance of services shall be as defined in various clauses of tender document.
36	3	23	TERMINATION CLAUSE:3.14	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	Please clarify the parameter on the basis which services will be assisted else request you to please remove this particular Clause.	The parameter for assessing performance of services shall be as defined in various clauses of tender document.

37	9	114	Annexure-X - P	Bidder has to submit tariff for ISD Call Rates in above format. L-1 bidder will have to accept the lowest offered ISD tariff and same shall be applicable for all CUG User under this contract.	ISD call rates vary from country to country and we can provide the rates as per country and will not be higher than the market rates and hence as per Group shared in Annexure it would not be possible to quote the rates. however we have a discounted pack @ Rs 30/month which can be offer to Railtel for specific countries, please allow us to quote the same in Annexure X for you evaluation	Please refer to corrigendum.
38	9	114	Annexure-X - P	INTERNATIONAL DATA TOPUP RATES: Telecom Service Provider shall provide packages for individual CUG subscribers while in International Roaming to topup his/her data plan in the given format. In no case bidder shall charge rates higher than the rates offered by the bidder to its other customers at the time of the charging.	Here the ask is only Data Top up whereas when any customer goes for Internaitonal Roaming they need all modes of communication Voice/SMS/Data. For International Romaing there are discounted packs available which are economically better for every customr with full package of Voice, Data & SMS, allow us to quote the same in Annexure X	Please refer to corrigendum.

B. Queries raised by M/s Reliance Jio

B Queries Submitted by M/s Reliance Jio Infocom Limited

1	CHA PTE R- 2	6	9. Tender Notice	Last Date of Submission of Offer Date: 09.11.2021 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 1 month (4 weeks) extension in last date of submission of the bid. Also 9th is immediately after Diwali/ Festive season which will be very difficult to manage. Suggested Clause is: "Last Date of Submission of Offer Date: 07.12.2021 Time: 15:00 hours"	Please refer to corrigendum.
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 shall be 20 minutes. In case of any ambiguity in clauses, please check the various timings/ parameters as given on IREPS website. Which shall prevail.
3	Chapter 1	5	1.5	Roll-over	We recommend roll-over to be capped at 200Gb data	Tender clause shall prevail.
4	Chapter 1	1	1.1	Schedule of Requirement	In Plan D, Unlimited SMS is CUG or Onnet ? Please clarify	Please refer to corrigendum.
5	Chapter 1	5	1.14	Service Disconnection	Kindly confirm penalty to be applied on Railway entity, for delay in payments beyond 30 days	RailTel/Railway shall release the payments within stipulated period after timely invoices correct in every respect are submitted by the service provider.

6	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.
7	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	Please refer to corrigendum.
8	Chapter 1	4		Table 1.1	Beyond 200SMS/day- is it hard stop or SMS at paygo charges?	200 SMS/day is the upper limit beyond which No SMS is allowed under plans A, B & C.
9	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 under plan A, B & C, further data shall be permitted only on the request of user (through co-ordinator if desired by concerned RailTel/Railway unit)

10	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?	Please refer to corrigendum.
11	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?	Already mentioned above.
12	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.	Please refer to corrigendum.
13	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.	--do--
14	Chapter 9	114		Annexure-X	Does the customer want only data and no voice or SMS – please confirm.	Please refer to corrigendum.

15	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 ?	--do--
16	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.	--do--
17	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	--do--
18	Chapter 9	114		Annexure-X	What is the use case for usage of data greater than 20GB in IR ?	--do--
19	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 ?	--do--
20	Chapter 9	114		Annexure-X	What duration is that data quota requested for – days or monthly ?	--do--
21	Chapter 9	114		Annexure-X	If per month does the customer require recurring pack or non-recurring pack ?	--do--
22	Chapter 9	114		Annexure-X	What validity does the customer want in these packs 7 days , 10 days , 15 days or 30 days ?	--do--

23	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.	--do--
24	Chapter 9	114		Annexure-X	Does the customer require one pack or different packs based on grouping provided in table.	--do--
25	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 ?	--do--
25 A	Chapter 3	11	3.2	Must either own operational network with 3G/4G and above technology based Cellular Services in all the 23 telecom Circles of India or should have arrangement with other operators for the telecom circles where the firm has not its own licence.	Request Railtel to ensure that all users /Employees of Railway should have 4G handset with VoLTE supported.	CUG users shall ensure that the handsets are 3G/4G compatible with VOLTE support.

26	Chapter 3	11	3.2	<p>Eligibility - Coverage along the Railway Track:</p> <p>The network coverage along the railway track should not be less than 80% with signal strength of $\geq -90\text{dBm}$ (for 3G) & $\geq -110\text{dBm}$ (for 4G and above)/as recommended by TRAI (track sections list as given in Annexure – VIII) averaged over all the sections of Indian Railways.</p>	<p>How will RCIL/ Railway Calculate and measure coverage of 80% across all Rail-route sections ? We recommend an automated methodology for the same to be done before RFP submission across all rail-route sections. Else, if there is no way to ascertain the same, which may lead to inaccurate information. Any TSP giving wrong information based on approximation, which comes to light at any stage of the RFP process, must be blacklisted and immediately removed from bidding process. such provision to be added through corrigendum</p>	Tender clause shall prevail.
27	Chapter 3	12	3.2- 5	<p>Coverage of Cities / Towns : The bidders should have 100% network coverage with TRAI recommended signal strength at all Railway offices and Railway colonies and 90% on other important locations where the mobile connections are proposed to be supplied. Bids of tenderers not complying to 100% network coverage at all Railway offices and Railway colonies and 90% on other important locations as detailed in Annexure-IX above will not be considered technically suitable. Tentative list of all such Cities/Towns where coverage is required is enclosed as Annexure-IX. Further Cities/Towns may also be added to this list subsequently. RailTel shall be free to verify any coverage data and same shall be arranged by the bidder on short notice.</p>	<p>How will RCIL/ Railway Calculate and measure coverage of 80% across all Rail-route sections ?</p>	Tender clause shall prevail.

28	Chapter 3	12	3.2 -6	<p>Coverage along the Railway Track: Bidder should enhance the coverage by 92.5% with TRAI recommended signal strength in 0-6 months (Phase-I), and up to 95% with a signal strength of $\geq -90\text{dBm}$ (for 3G) & $\geq -110\text{dBm}$ (for 4G or higher)/as recommended by TRAI in 7-12 months (Phase-II). Network Enhancement shall be monitored Divisional Railways level by divisions and at other places not coming under divisions by respective zones/billing units. In case the service provider fails to provide target coverage of 92.5% in Phase-I & 95% in Phase-II, then 5% of penalty after Phase-I and 10% after Phase-II shall be imposed on monthly basis (on total monthly bills by divisions/zones/other billing units), till the Network Enhancement as per terms and condition of contract. Maximum penalty should be 15% (of the monthly billed amount) only for network coverage related issues. Initially the undertaking has to be submitted for sections detailed in Annexure-VIII. Any left out section which is commissioned/operational as on the date of opening of the tender shall also be the</p>	<p>How will RCIL/ Railway Calculate and measure coverage of 80% across all Rail-route sections ? We recommend an automated methodology for the same to be done before RFP submission across all rail-route sections. Else, if there is no way to ascertain the same, which may lead to inaccurate information. Any TSP giving wrong information based on approximation, which comes to light at any stage of the RFP process, must be blacklisted and immediately removed from bidding process. such provision to be added through corrigendum</p>	<p>Tender clause shall prevail.</p>
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29	Chapter 3	12	3.2-8	<p>Financial Eligibility Criteria: The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. 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.</p>	<p>Kindly change this clause to generic turnover of the Organization; as getting revenue figures separated for contractual payments is very difficult (spl. In current situation of WFH). Suggested Clause is : "Financial Eligibility Criteria: The tenderer must have <u>Overall Turnover more than Rs. 500 Cr. per year</u> in the previous three financial years <u>(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</p>	<p>Tender clause shall prevail.</p>
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30	Chapter 3	13	3.2-8	(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	Tender clause shall prevail.
31	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 recommend 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.
32	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	RailTel/Railway shall release the payments within the stipulated period after timely invoices correct in every respect are submitted by the service provider.

33	Chapter 3	15		Table 1 - COW & BTS Charges	We request RCIL & Railway Board to review these extremely 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 expected to set-up their own COWs ? Kindly confirm 50Mts Height availability for COWs Infrastructure and also share the design of the same, which is approved by a component	Tender clause shall prevail. Please also refer to corrigendum being uploaded.
34	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 availability of such numbers. Since the numbers are provided by DoT, this can not be confirmed or committed. We request you to kindly delete this clause as TSP has no control over the number availability	Tender clause shall prevail.
35	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	Please refer to corrigendum.

36	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	The sought out information is w.r.t. improvements in Railway network and may not be sensitive. However Railway/RailTel shall keep all sensitive information as "confidential".
37	Chapter 3	22	3.1. e	Multiple violation means violation of time frame for activation/deactivation of various services which are agreed in contract/mutually agreed. Any deficiency 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.
38	Chapter 3	21	3.1.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.

39	Chapter 3	24	3.18	COMMERCIAL TERMS	Since all coordination and operational requirements are to be maintained at Zonal & Divisional Railway level, this Fees may be deleted.	Tender clause shall prevail.
40	Chapter 3	24	3.23	MAKE IN INDIA CLAUSE	Clause to be deleted, as this is a redundant clause for a Services Contract	Being a standard clause, has been incorporated in this tender. However if not applicable, shall not be considered.
41	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: "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> In case, the bidder stops service without notice, RailTel has the right to encash the performance Bank</p>	Tender clause shall prevail.

42	Chapter 5	35	2	A sum of Rs through e-Portal/_____ herewith submitted as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after issue of Purchase Order.	Kindly remove the second paragraph or change it as there is no EMD.	Being a standard format, this has been incorporated. However bidder may mention amount as "Nil" as EMD is not applicable to this tender and mention bid security.
43	Chapter 1	5	1.5	1.5 Firm will provide unused data rollover facility upto 500GB to all users under this contract.	Pls limit the unused data roll over to 200 GB.	Tender clause shall prevail.
44	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.	Tender clause shall prevail.
45	Chapter 1	5	1.12	1.12 Bulk SMS plan shall have no limitation on number of SMSs/per day/SIM.	To arrive at costing estimation, pls put in max limit/day say 200 SMS/day as IUC applies to SMS from other provider network	Corrigendum/Tender clause shall prevail.
46	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. However any disconnection on the instructions of Govt. regulatory authorities shall not be considered as deliberate/ intentional disconnection by service
47	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 amended in compliance to TRAI guidelines.	Please refer to corrigendum.

48	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.
49	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 	<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 	If required, May please convert uploaded PDFs into word.