Reply to Pre- Bid Queries for Tender Number: RailTel/Tender/OT/CO/NTP/2019-20/COD/497

Request for Proposal For Selection of Digital Entertainment Service Provider (DESP) for delivering Content on Demand (COD) services on Build Own Operate (BOO) model for Indian Railways

Reply to Queries raised by the following organisations are given as under (not in sequence):

- 1. M/s Gaian Solutions Pvt Ltd
- 2. M/s Digivive Services Pvt Ltd
- 3. M/s Wynk Limited (subsidiary of Bharti Airtel Limited)
- 4. M/s Intertrust Technologies Corporation
- 5. M/s Margo Networks Private Limited
- 6. M/s GoMedia, London

	V/S Golviedia, London								
S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries			
1	1	2	1.2	The project shall be executed on a Build Own and Operate (BOO) model.	The core owner of service and IP will be with service provider	The service and IP will remain with the DESP			
2	2	4	2.1.1	The scope of the RFP involves delivering in-train COD services in all mail/ express and suburban trains across India and all Wi-Fi enabled Railway stations	Can DESP choose some suburban trains not to implement service depending on its business case.	Scope of RFP is to cover all Stations and trains offered by Indian Railways and implementation of CoD platform is required to be done at these stations/trains. However, sequencing of implementation phases will be jointly decided after consulting all stakeholders.			
3	3	22-24	3.18	Revenue Share Slab formulations and minimum guarantee formulation	There should be relaxation in MG.  1) Revenue share should not be on topline revenue. Content cost and operational cost of running services are very high.  MG should start from completion of implemenatation phase	The value of MG has been fixed based on the 10 years horizon of the CoD project and estimated investments made by each of the stakeholders.  The revenue share is on the topline revenues and relaxation for first 6 months of the project has been given in the revenue sharing arrangement.			
						Revenue share slabs modified- Please refer to point no. 4 and 22 of Corrigendum-2.			
4	5		5.1	Payments	Railways should allow and assist selected vendor in integration with IRCTC ticketing system	RailTel will facilitate in this regard to the succesful bidder			
5	5	49-50	5.6	Timelines	Rollout of 10 premium trains : 1 month time is very less, adequate time should be allowed to complaince to all fuctional requirments	Implementation in 4 Trains (2 Premium + 1 Mail/ Express + 1 Suburban) is modified to 45 days from the date of issue of LoA. Refer to Annexure-7 of Corrigendum-2. The initial launch will create an impact and will help in launching related PR activities at Pan India level			

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6	5	13	5.3.2	Key Stakeholders	Under point - Content Service Provider/Aggregator/ DESP it has been mentioned that' Provide the Content catalogue, which would be its intellectual property, guarded by a strong rights management framework'. Content rights can be procured not IP. Please clarify.	Clause modified. Refer point no. 42 of Corrigendum-2
7	2	26	2.35.6	RailTel reserves the right to accept/reject/modify the design and specifications at any time prior to award of order without assigning any reason whatsoever. In case of modification in design and specifications by RailTel/Indian Railways the bidder will be required to make necessary modifications in the design at his own cost.	This is quite open point and genric point. Railtel should specify/highlight what type of modification in design can be changed. It is contradicting to SOW where railtel is providing flexibility to choose technology.	Clause modified. Refer Point no. 14 of Corrigendum-2
8	3	48	SCHEDULE 14:	ESCROW AGREEMENT	If the model of work is BOO, why DESP need to enter escrow agrement for software source code. This point should be deleted.	Section 3- Schedule-14- Escrow Agreement- DELETED. Refer Point no. 33 of Corrigendum-2
9	3	59	3.18	Penalties	There should not be any penalities if delay is due to railtel/ railways approval process	There will be no penalty if delay is due to RailTel or Railways approval process
10	3	68	9	Automated measurement tool to be developed as part of SLA monitoring tool to provide metric values against this parameter.	The SLAs defined are very strict, and in some of them looks unachiveables. Hence it is kindly requested of Railways / Railtel consider SLAs which are beyond contorl of service providers	SLA's are modified. Please refer to Point no. 40, 41 of Corrigendum-2
11	5	22	5.4.3	In the course of award of the contract, the bidder would be required to install the equipments as per Railways approved design.RailTel would facilitate provision of approved design from Railways.	is there any guidelines on equipment and design. Please clarifiy.	The Updated Coach designs are given in Annexure- 9 of Corrigendum-2. Bidder has to design the technology and hardware in accordance with the same.
	1	2	1.2	The project shall be executed on a Build Own and Operate (BOO) model.	In line with the central theme of the tender	

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12	3	48	Schedule 14	The release of deposited materials from escrow shall not confer upon Railtel any right of ownership in the deposited materials or the underlying intellectual property embodied therein. In the event of the release of deposited materials to Railtel from escrow, Railtel shall use the deposited materials solely for the benefit of Railtel and its constituents. The release of materials from escrow, without more, shall not cause any further amounts to accrue as payable to Bidder/ DESP by Railtel, and the term of the RailTel's possessory and usage rights with respect to the released materials shall be perpetual.	being a BOO contract, the core IP of the technological solution ,inlcuding video platform, operations algorithms and DRM solution should be proprietary to the solution owner, and not to the Authority under any event. This risks the particiating entity losing control over core IP and pliferage . Hence the authority is requested to clarify on all instances of source code transfer , review and usage in the line with the essence of the title of the tender	Section 3- Schedule-14- Escrow Agreement- DELETED. Refer Point no. 33 of Corrigendum-2
13	1	3	1.5	The bidders shall submit Certificate of Conformity/ No Deviation as per the format provided in Clause 4.6 of Section IV Bid Formats in this RFP.	Does the clause mean that in the event of the bidder not having all the requirements listed in the FRS specification document of Section 6, it can declare it at the time of contract agreeement / letter of award, and give the authority a binding developemental roadmap to fulfill this. This is really important for the success of the solution rollout, as in present times , and with the accelerated and short nature of tender timelines , it is very difficult that one potential bidder has all the readymade turnkey solution to the scope of work demands	The FRS document provides indicative Functional Requirement that is envisaged with the CoD Platform.  The bidders may meet or exceed the functional requirements based on their business plan. Please refer to Section-6- Para-5- Section VI: Functional Requirements Specifications(Page No.1).  The bidder has to provide the no deviation certificate along with his initial offer as prescribed in the tender document. The solution as per Scope of Work of Tender and the bidders business plan is required to be provided at the time of actual implementation.
14	2	4	2.1.1	The scope of the RFP involves delivering in-train COD services in all mail/ express and suburban trains across India and all Wi-Fi enabled Railway stations	Does this mean that the bidder has the right to provide entertainment services on railway platforms/suburban stations through the app/browser in addition to trains. The authority is requested to clarify on the mentioned clause	Yes. COD services are to be provided in all trains and railway stations made available by Indian Railways. Indicative list of trains is provided as Annexure- 3 of RFP and Annexure-1 of Corrigendum-2 and Wi-Fi enabled stations list is provided as Annexure-2 of Corrigendum-2. Final list of trains & stations will be given by concerned Zonal Railways at the time of implementation.

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	2	5	2.3.1.4	During the e-Forward Auction, the highest initial price offer shall constitute the Floor price/Start price and all Financial Bids made during the e-Auction shall be incremental by the specified increment value or multiples thereof to the floor price/start price which shall be notified to the Initial Price Offer Qualified bidders	The authority is kindly requested to clarify in	The Reserve price for Minimum Gaurantee to be quoted in the Initial Price offer is Rs 60 Cr. There is no provision to quote below this amount as this is the minimum reserve price. Online portal for submission of financial bids has been configured accordingly and will not accept any value less than Rs 60 crs for intial financial bids.
15	2	8	2.6.1b	The annual Minimum Guarantee (MG) to be paid annually by the bidder will be finalized through Financial bidding (Initial Price Offer) followed by e-forward Auction (Final PriceOffer).  Reserve Price for MG in Financial Bid is Rs 60 Cr. Reserve price/Floor Price for eforward Auction will be the highest of MG offer- Initial Price Offer	become invalid?  2) It has been asked in the tender to quote the annual minimum guarantee value for all the years in the bid document. Does this mean that the value of MG can change yearly and only the first year MG is necessary to be considered as the bid amount?  ill be required to quote the amount of rantee that will be paid to the authority so of the contract. Once the Bid is placed, the Eligible Bidder cannot withdraw it	2. The minimum gaurantee quoted is one value across all years and has to be paid in advance every year during the entire duration of the contract as per the
	2	5	2.3.1.4	The Eligible Bidder will be required to quote the amount of annual Minimum Guarantee that will be paid to the authority for each of the 10 years of the contract. Once the Bid is placed on the Auction Portal, the Eligible Bidder cannot withdraw it for whatever reason.		during the entire duration of the contract as per the terms and conditions of the tender.

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16	3	22-24	3.18	Revenue Share Slab formulations and minimum guarantee formulation	The revenue share slab formulation and the definition of INR 60 crores as base price for minimum guarantee are very detrimental to the business case viability of the entertainment service solution. This is addition to the clause of limited usage of internal data collection and monetization from non entertainment services greatly limits the potential of profitability for the service provider. Hence, the authority is earnestly requested to assist the bidder in the following clause relaxations:  1) Share from EBIDTA ( Profit and Loss that is independently verified from the JV which is fully auditable)  2) Assistance in enabling integration of subscription services with IRCTC ticketing services to ensure true realization of revenue potential. This is very important in the potential of the projectbeing a success	INR Rs 60 Cr as base price for Minimum Guarantee has been fixed based on the investments by Indian Railways and RailTel. COD platform provides opportunity to generate revenue potential from the largest passenger segment  1) Revenue share will be on total revenues of the project.  2) The data generated by the CoD services may be used for all kind of monetization avenues as per the clause 5.5 of the RFP within the legal framework and will adhere to the law of land without compromising data privacy of Passengers and Users/RailTel/Indian Railways.  IT Act 2000/2008 mention in RFP is modified. Please Refer to point no. 18 of Corrigendum-2.  3) RailTel will facilitate in this regard to the succesful bidder
17	2	9	2.9.1	The Bidder shall satisfy itself that the Tender Document is complete in all respects. Intimation of any discrepancy shall be given to the Authority immediately within 7 (seven) days from the date of upload of the Tender Document on the eTendering Portal.	The authority is requested to clarify if this means that there can be modification in terms of both documentation for technical bid and financial bid on the bid portal after the submission of the document	Clause modified. Refer Corrigendum-2- Point no.5

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18	2	11	2.18.1 2.34 ( S.No 1 )	The Bidder should be a single entity or a consortium ("Bidding Consortium") with one of the members acting as the Prime/ lead member of the Bidding Consortium. The below mentioned entities may participate in the Bidding Process:  1. Sole proprietorships; 2. Companies incorporated under the Indian Companies Act 1956 or Companies Act 2013; 3. A foreign company can also participate on standalone basis or as a member of a consortium. 4. A Bidding Consortium (that may/may not have a foreign company); and 5. Limited Liability Partnership (LLPs) / partnership firms.  Bidder refers to either the single bidder Or	Does this means that companies that with No permanent establishment in India ( Like Investors ) can be a part of the consortium ( the question is on consortium, and not subcontractors ). How will the issue of balance sheet sharing in 2.34.1 for investment entities. It is earnestly requested from the authority to relax the pre-qual condition point no. 1 applicability to prime bidder only so that only the prime bidder has the revenue	Clauses modified. Refer Corrigendum-2- Point no.6,9 and 10.
19	2	12	2.18.3	All Consortium members jointly  The General Contract conditions describe the liabilities for the bidder with respect to a consortium as well as a Joint Venture (JV). During the time period intermediate to the formation of the Joint Venture from the Consortium, the liabilities are governed as per the consortium liabilities as mentioned in section 3 of the RFP. Post the formation of the Joint Venture, the new entity is responsible jointly and severally sharing all liabilities with regards to the RFP. The creation of a JV post the agreement is mandatory, and non-negotiable.	Does RailTel also give binding guidelines about the shareholding structure of the JV post the contract, as this has a huge effect on consortium partnership realtions. It is requested that the authority leave the decision of the shareholing structure on the consortium members	No such binding guidelines for structure of JV
20	2	17	2.27.5	It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid response and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by RailTel and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by RailTel on account of failure of the Bidder to appraise themselves of local laws and conditions.	of the project not realizing the true potential of the oppurtunity. Hence , we	1) Railway Board has already issued necessary instruction to all Zonal/Divisional Railways for provision of ground level assistance and effective implementation of the CoD Project. The same will be shared with the succesful bidder at the time of implementation.  2) The details of availability of rakes and guidelines for doing the installation and commisioning including

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	3	13	3.12.a	it has full power and authority to execute, deliver and perform its obligations under this  Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;	assistance from Ministry of Railways / Railway Board / Zonal managers on the following items:  1) Binding policy document to all zones on cooperation and roles and responsibilities between DESP and the authority 2) Provision of passes/commercial permits and binding guidelines on assisting the	Operations and Maintainence will be provided to succesful bidder in consultation with all Zonal railways.  No passes will be provided to the selected bidder.  Please refer Section 3- Schedule 3.13p of RFP document
21	2	21	2.35.5	Ability to build and manage App	Clarification is requested on the documentary evidence for this condition	Clause modified. Refer to point no. 11 of Corrigendum-
22	2	24	2.35.5	Compliance to Railways Technical Requirement guidelines	There is no available benchmark provided in the annexures on the basis of which compliance can be established against apart from the system FRS. It is requested of the authority to clarify against and finalize on the benchmark design in consultation with the bidders before the bid submission to avoid delaays in getting design approvals from Railwaay design authorities	suitable for max. power usage provided by Railways.
23	2	26	2.35.6	RailTel reserves the right to accept/reject/modify the design and specifications at any time prior to award of order without assigning any reason whatsoever. In case of modification in design and specifications by RailTel/ Indian Railways the bidder will be required to make necessary modifications in the design at his own cost.	Modificatin of design, specification and requests at any time has the implication to stop the cash flow of the bidder seriously. It is requested of the authority to kindly explain the relaxation provided with such change management requested specificed in the contract conditions	The submitted designs/specifications are subject to approval of Indian Railways before starting of the implemention of the project. The approval by the Railways would depend upon compatibility of the equipment to be installed with the existing fixtures in the coach.  Clause modified. Refer Point no. 14 of Corrigendum-2
24	2	30	2.38.4.2	The second highest eligible bidder, or the third highest eligible bidder, as the case may be, will be required to match the rate of the selected bidder.	The authorty is requested to clarify if this means that in the event of the highest bidder withdrawing from the process, there is a binding need of the decond highest bidder matching his bid with the withdrawn bid amount.	Clause deleted. Refer to Point no. 15 of Corrigendum-2

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25	3	10	3.6.b	The Bidder/ DESP shall indemnify the Authority in case of breach of its confidentiality obligation under this Clause 3.10 of the GCC. If any Confidential Information is received by a third party from RFP for Selection of Digital Entertainment Service Partner (DESP) for Content on Demand Service for Indian Railways – Section III (General Contract Conditions) Section 3 - Page 11 RailTel/Tender/OT/CO/NTP/2019-20/COD/497 the Bidder/ DESP and the third party makes use of such information to cause harm or monetary loss to the Authority or use the Confidential Information for their personal gain/monetary gain, the Bidder/ DESP shall compensate the Authority for the loss suffered as well as for the value of gain derived by the third party. The Bidder/ DESP shall not use the Confidential Information for any other purpose except purpose of the Agreement and meeting its obligations under the Agreement.	The authority is requested to clarify how it intends to compute the gain caused from third party pilfrages and what bearing it has on the future of COD services in case of a dispute	Section-3.6.b, Clause no. 3.10 to be read as Clause 3.6. Refer to Point no. 19 of Corrigendum-2.  The loss/gain will be assessed either mutually or by an independent evaluator(if required) on case to case basis.
26	3	11	3.6.c	Any insights and learnings generated from the COD service can be used by the bidder for internal research purposes or the improvement of the COD service offering. However, any direct/indirect monetization of the data without RailTel's approval is not permitted. The bidder will be solely responsible to ensure privacy of the customer data concerning the COD services. The revenue generated by COD data monetization will be shared between RailTel and the bidder on mutually agreeable terms. The bidder shall have controlled access to the train/passenger/ railway operations related data on mutually agreeable terms and conditions. The data created as a part of the COD service will be jointly owned by the bidder and Railtel. The bidder has to ensure the security and privacy of the data as per the IT Act 2008. The bidder shall provide quarterly data dump related to CoD services to RailTel.	entertainment ecosystem will be greatly hampered if there are prohibitory conditions on data access, operations and monetization. The bidder, in its best capacity will keep the authority informed on the provisions and architectures of data lakes. Hence the authority is requested to	There is no restriction on direct/indirect data monetisation. However, direct/indirect data monetization stream requires RailTel's approval and data would be jointly owned by RailTel and the bidder only for the contract duration. After contract duration, the data will be sole property of RailTel. The revenue generated out of data monetisation will be part of CoD project revenue only. IT Act 2008 and in line with GDPR till Indian Data Protection/Privacy Policy/Bill gets formalised has to be followed.  Clause modified- Refer to point no. 32 of Corrigendum-

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27	3	11	3.9	The decision on the existing agreement of any contract which are conflicting with COD services, if any, shall be taken by Railtel. The conflicting services to COD may include those services that are revenue generating for Railways through entertainment in trains.	It is earnestly requested to include in the document, via a referenced policy order from Railways for COD to be the sole and exclusive provider of entertaiment services from the tender date to avaoid canibalization of revenue and viewership	The Content on Demand Services are to be provided through this contract in the trains and stations as per the Scope of Work. However, where CoD contract is already awarded, the same will continue till completion of its tenure/termination.
28	3	15	3.13.g	Railtel reserves the right to require changes in personnel which shall be communicated to the Bidder. Bidder with the prior approval of Railtel may make additions to the project team. Bidder shall provide Railtel with the resume of Key Personnel and provide such other information as Railtel may reasonably require. Railtel also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.	Sudden change requests at any time has the implication to stop the cash flow of the bidder seriously. It is requested of the authority to kindly explain the relaxation provided with such change management requested specificed in the contract conditions on the recievables to be provided	Clauses in connection with replacement of existing members have been kept in tender for ensuring smooth implementation and operations of the work. Adequate time will be given while requesting for change of personnel
29	3	16	3.13.p	No Indian Railways facilities such as passes, concessional tickets, consideration of employment in Indian Railways will be available to the employees of the bidder. The bidder shall be fully responsible for the welfare and compensation of its employees. In case of any travel required by the bidder in the train, the cost of the ticket shall be borne by the bidder.	In the interest of realizing the full revenue potential of Railways, it is requested to provide relaxation and monetary provisions on the mentioned clause condition	As per RFP
30	3	3.17	22-23	Revenue share exemption of Qr 1 and 2 and Implementation Schedule	Owing to the fact that full revenue realization will only occur when a critical mass of operations is reached with regards to train operations, it is requested that revenue share exemption/minimum guarantee exemption be extended till the time at least 75% of the train scope becomes operational / 2 years , whichever is earlier. It is also requested to include this in the implementation schedule	As per RFP

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31	3	24-25	3.19.g	It is mandated that all transactions are maintained online and should get reflected in the reports shared by the bidder with RailTel.	Offline transaction and token reporting should be allowed, due to the lack of robust internet connectivity in high speed railways, so that the user access is not hampered even if he wants to pay in zero network situations	Offline transation are permitted in zero network conditions. However, all the offline transactions are to be accounted immediately on availability of Wi-Fi/Mobile data network.  SLA's updated- Refer to Point no. 40, 41 of Corrigendum-2
32	3	31	3.27.a	The successful bidder shall submit a rolling PBG of value of quoted annual minimum guarantee to RailTel of 12 months validity.	If the minimum guarantee is fixed at the time of the contract, what does a rolling performance guarantee mean. Does it mean MG can differ yearly?	Clause modified. Refer Annexure -5 of Corrigendum-2
33	3	25	3.40.a	The successful bidder shall take out and keep in force a Policy or policies of Insurance for all materials irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over. For this purpose, the works are deemed to have been provisionally handed over when provisional acceptance certificate is issued for the locations.	It is requested of Railtel to clarify whether Railway/Railtel shall acts as certifying undertaking authority for insurance claims against prevalent hardware losses in coaches and assist the bidder in chalking out insurance plans.	All COD equipments fitted in coaches will be treated at par with Railway equipment (property) and in case of theft, necessary action under relevent Railways laws.  Clause modified- Refer to Point no. 29 and 30 of Corrigendum-2
34	3	45	3.54	Subcontracting of the work is only permitted after due written permission from RailTel. The Single Bidder/Prime Bidder (in case of consortium)/JV shall be responsible and shall ensure the proper performance of the sub-contractors and shall be liable for any non-performance or breach by suchservice providers	Takaing repeated permissions fron Railtel for each and every subcontracting clause is a tedious and have a direct impact on getting the project to its full revenue potential. Subcontracting can mean operations, vendor change etc. Hence it is earnestly requested	Clause modified. Refer Corrigendum-2, Point no. 31
35	3	50	3.62c	Content Library is not counted as a transferrable asset under the scope of the COD service	It is earnestly requested of the authority to include content and Intellectual software property of the bidder to not be counted as a transferrable asset in the contract/tender	Content and Intellectual software property of the bidder to not be counted as a transferrable asset in the tender.  Clause modified- Refer to point no. 34 of Corrigendum-

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36	3	68	9	Automated measurement tool to be developed as part of SLA monitoring tool to provide metric values against this parameter.	The SLAs defined in the tender document are very strict, and in some cases unrealistic owing to the operational remote nature of the prject. Hence it is kindly requested of Railways / Railtel to create SLA non appliability clauses in times of operational issues which are beyond the control of the bidder	Refer Section 5- Schedule-18:  "Non- compliance of SLAs will lead to penalties (incremental revenues to RailTel) as defined in this section except:  1. Those cases where the reasons of violating a SLA/ SLAs are beyond the control of DESP. Such reasons must be recognised and accepted by RailTel.  2. In case of Force Majeure which are beyond the control of DESP. "  Additionally, the option of offline payments and related SLA's have been defined. Refer clause no. 40, 41 of Corrigendum-2
37	3	72	1	Operational Guidelines Document	Does the 7 day rule mean delay by 3rd party activities in approvals ( Zonals )	Clause modified, refer to point no. 39 of Corrigendum- 2. There will be no penalty if delay is due to RailTel or Railways approval process
38	5	22	5.4.3	In the course of award of the contract, the bidder would be required to install the equipments as per Railways approved design.RailTel would facilitate provision of approved design from Railways.	The tender document does not talk about any specific design for the project , apart from the coach design and EN specifications, which is fairly generic in nature. It is requested to kindly provie specific entertainment solution documents that can be complied with	The bidder is free to come up with its own design depending upon its proposed business model which would be approved by the Railways

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39	5	28	5.5.2-2	The timelines defined below is the maximum limit for the content refresh and should be adhered. However, DESP has liberty to do content refresh before the maximum timelines specified.	Instructive parameters like Content Refresh Frequencies and content freshness directly impact service uptake, and the bidder will never undertake steps that work negatively in the direction. Hence the operational aspects like content refresh, frequency of refresh should lie in the prerogative of the bidder and not be binding in the tender document. Hence the authority is requested to make this as a non binding , non instructional clause. THe tender should specify guidelines and best practices, but the final details of solution , including content curation, size allocation and user experience should be the sole prerogative of the bidder. We would like to her the authority's buy-in on this	Maximum timelines have been stipulated. Bidder is free to refresh the content before the maximum timelines defined.
40	2	8	2.6.1.b	The annual Minimum Guarantee (MG) to be paid annually by the bidder will be finalized through Financial bidding (Initial Price Offer) followed by e-forward Auction (Final Price Offer).  Reserve Price for MG in Financial Bid is Rs 60 Cr. Reserve price/Floor Price for eforward Auction will be the highest of MG offer- Initial Price Offer	This will make bidding for this tender extremely difficult and lead to cutting corners. Considering the format of the tender which allows for a financial bid + auction, our recommendation is that the reserve price / floor price be removed.	The value of MG has been fixed based on the 10 years horizon of the CoD project and estimated investments made by each of the stakeholders.
41	2	12	2.19.1	The Bidder (being a company, partnership or a consortium of entities) should meet the following "Pre-qualification criteria/ Eligibility Criteria" as mentioned in Clause 2.34 of this section	Can a Bidder meeting all pre-qualification criteria / eligibility criteria bid for the tender through a subsidiary of the Bidder?	Clause modified. Refer to point no-7 of Corrigendum-2
42	2	24	2.35.5.8	Experience in implementing Work/Proof of Concept for Railways for delivering Content on Demand as a service	Does this point assume that a Metro is a part of Railways?	Technical Evaluation Table modifed. Refer SN-10 of Table at 1.3- Annexure-3 of Corrigendum-2

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43	3	12	3.10.c	extend reasonable support and assist the bidder to procure necessary Approval(s) from the Relevant Authorities	In an event that the bidder doesn't receive the necessary approvals and / or the necessary approvals cause a delay in the mobilization of the project, what happens to the investment made in assets by the bidder and the MG payable by the bidder to RailTel? Our recommendation is that the delay period be extended as a MG free period in the tender terms.	This is a priority project of Indian Railways and all permissions will be expedited on priority. As per RFP
44	3	16	3.13.m	Obtain/procure at its cost and expense all the Approvals from competent and requisite Government Authorities and comply with, maintain, keep in force, pay for and comply with the conditions of any Approvals.	Are any such approvals envisaged at the moment for the services under the purview of this tender?	Any approvals (if required), are based on bidders business model and are required to be obtained by the bidder
45	3	18	3.14.g	Bidder shall ensure that there is a comprehensive onsite warranty / support arrangement for the aforementioned period with all the OEMs or transfer in favour of Railtel for the benefit of any warranties given by OEMs.	The Bidder is procuring the equipment and warranty / support at its own cost. In what event and why should the same be transferred to RailTel? Also, this is a 10 year contract. No OEM provides warranty for electronic equipment for a period of 10 years.	Clause modified- Refer to point no. 20 of Corrigendum- 2
46	3	22	3.17.b	The first equated annual instalment of the Minimum Guarantee shall be paid to Railtel within 60 (sixty) days of issue of LOA but in any case, before the date of execution of the Agreement.	The services will have a roll-out period and a consumer adoption period. The tender terms don't account for the same. Every deployment of this magnitude needs to have a fit-out period, which the tender doesn't account for. Our recommendation is that the 24 months during which the installations are being carried out be considered as a fit-out period, which shall be MG free to account for the gestation of the project.	The value of MG has been fixed based on the 10 years horizon of the CoD project and estimated investments made by each of the stakeholders.

S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
47	3	23	3.18.b	Net Revenue to RailTel from the bidder = Quoted Yearly Minimum Guarantee + Annual Revenue Share as per slabs defined in next clause.	The model described is a Fixed Fee + Revenue Share model and not a Minimum Guarantee model. This model will make the project infeasible for the Bidder. Our recommendation is that the Bidder atleast be allowed to recoup the MG paid to RailTel and this clause be modified to read "Net Revenue to RailTel from the bidder = Quoted Yearly Minimum Guarantee or Annual Revenue Share as per slabs defined in next clause, whichever higher"	Financial model for CoD has been built for duration of 10 years and bidders are required to submit their business case based on projections for complete project duration.  Revenue share slabs modified- Refer to Point no. 4 and 22 of Corrigendum-2
48	3	25	3.19.f	All such payments would be collected in the aforementioned escrow account.	This is the first time in this section that an escrow account has been mentioned. The reference to the aforementioned escrow account in which section and which clause of the RFP is being sought here?	Clauses modified. Please refer to Point no. 23 and 24 of Corrigendum-2
49	3	30	3.27.a	The successful bidder shall submit a rolling PBG of value of quoted annual minimum guarantee to RailTel of 12 months validity.	Despite the RFP being a BOO model and the Bidder expected to pay the Annual MG in advance to RailTel, why is a PBG being sought?	Clauses modified.Refer to Point no. 26 of Corrigendum-
50	3	31	2	the Bidder/ DESP shall pay to the Authority damages payable at the rate of 0.1% (zero point one per cent) of the Security Deposit for each instance of default and/or each day's delay, as the case may be, until the fulfilment of the obligation by the Bidder/ DESP, subject to a maximum aggregate damage of 10% (ten percent) of the Security Deposit, upon which the Agreement shall become liable for termination.	I normiccione by the Authority a cimilar	This is a priority project of Indian Railways and all permissions will be expedited on priority.  As per RFP
51	3	34	3.30.2	In case of termination of the Agreement for reasons other than the Bidder/ DESP's Event of Default or wrongful termination by the Bidder/ DESP, the Authority shall refund the Security Deposit within 60 (sixty) days but not later than 180 (one hundred eighty) days of such termination, subject to adjustment on account of any dues owed to the authority (including any dues owed in lieu of any loss sustained by the Authority due to the performance of the Agreement by the Bidder/ DESP).		The MG (calculated on pro-rata monthly basis) of the remaining period will be returned back to the bidder after deducting the necessary dues.  Clause modified, please refer to Point no. 28 of Corrigendum-2

S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
52	3	48	a	Bidder/ DESP shall comply with the escrow provisions below for all Bespoke Development & customized codes (including sub-contractor-owned materials and other Third Party Material incorporated in Bidder/ DESP's Proprietary Material), except to the extent Bidder/ DESP demonstrates to the satisfaction of the Railtel that compliance is not permitted by the nature of Bidder/ DESP's limited rights in such material.	The tender is being floated on a BOO model and not a BOOT model. There are components that are IP registered to the Bidder and / or third parties, which can't be transferred to RailTel and for which the source code is not available / can't be disclosed, neither can a royalty free license be offered. We recommend that this clause be removed entirely.	Section 3- Schedule-14- Escrow Agreement- DELETED. Refer Point no. 33 of Corrigendum-2
53	3	50	3.62.b	However, in the event of Bidder/ DESP wrongfully terminating or abandoning the Contract Agreement, the Security Deposit of the Bidder/ DESP shall liable to be forfeited by the Bidder/ DESP in favour of the Authority and the Bidder/ DESP may also face debarment from contracts for all lines of business called by the Authority for such period as determined by the Authority. The authority shall be entitled to take possession of any asset, tools, implements, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the bidder being entitled to any compensation.	Irrespective of the nature of termination, there are consequences that are being levied on the Bidder from a forfeit of the security deposit and the advance Minimum Guarantee paid. All assets deployed still continue to be under the ownership of the Bidder and the Bidder shall be allowed to retain rights on their ownership.	To ensure sustanibility and continuity of CoD services, the termination and exit clauses are defined. Updated clause for MG to be paid back (of the noncontractual period) is added. Refer to point no. 28 of Corrigendum-2
54	3	50	3.63.a	The DESP will allow Railtel or its nominated agency secure access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable Railtel to assess the existing services being delivered;	The tender is being floated on a BOO model and not a BOOT model. All processes, methods, SOPs, etc. that will be created as a part of executing the services under this RFP are also the intellectual property of the Bidder. It is unfair on the Bidder that the same needs to be handed over. We recommend that this clause be removed.	As per RFP

S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
55	3	51	3.64.a	The DESP will promptly on the commencement of the exit management period supply to Railtel or its nominated agency the following:	The tender is being floated on a BOO model and not a BOOT model. All processes, methods, SOPs, etc. that will be created as a part of executing the services under this RFP are also the intellectual property of the Bidder. It is unfair on the Bidder that the same needs to be handed over. We recommend that this clause be removed.	
56	3	51	3.65.a	Promptly on reasonable request at any time during the exit management period, the DESP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Railtel or its nominated agency a list of all employees (with job titles) of the DESP dedicated to providing the services at the commencement of the exit management period.	The tender is being floated on a BOO model and not a BOOT model. All employees that shall be part of the team for executing the services under this RFP are employees of the Bidder. The Bidder will invest significant resources in training and grooming them. This clause is unfair to the Bidder. We recommend that this clause be removed.	Clause DELETED. Refer to Point no. 37 of Corrigendum- 2
57	3	52	3.66.a	At any time during the exit management period, where Assets are located at the DESP's premises, the DESP will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) Railtel or its nominated agency and/or any Replacement DESP in order to make an inventory of the Assets.	The tender is being floated on a BOO model and not a BOOT model. All assets deployed as a part of this tender are under the ownership of the Bidder. The assets don't belong to RailTel or the Replacement DESP for the same to be made available. We recommend that this clause be removed.	Clause DELETED. Refer to Point no. 38 of Corrigendum- 2
58	3	52	3.68.1	The DESP shall provide Railtel or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.	The tender is being floated on a BOO model and not a BOOT model. The project implementation, maintenance and Management SLAs are the intellectual property of the Bidder and also specific to the solution that has been deployed by the Bidder, which is also unique to and the intellectual property of the Bidder. This clause is infeasible and unfair to the Bidder. WE recommend that this clause be removed.	The ownership of CoD platform lies jointly with RailTel and DESP for the contract period and these clauses have been added to sustain the platform after the EXIT of DESP.  Clause modified, Refer to Point no. 36 of Corrigendum-

S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
59	4	14	4	The bidder will provide and host its solution at the RailTel Data Centre (one Rack space each at Gurgaon and Hyderabad at RailTel DC/DR is available for use by bidders). Any additional requirement above this will be provided on chargeable basis.	Please provide specifications of the Rack Space (Size of the Rack, Total Power, Cooling provisions) and the Data Center Specifications (Total Power Avaialbe, Backup / Redundancy available at the DC for Power / Cooling / Connectivity) and please provide the preferred pricing that shall be made available to the Bidder for additional requirement.	The rack space will be provided at RailTel Data Centre (Tier-III certified) (Gurgaon/Secunderabad) in DC-DR configuration.
60	5	16	7	Digital Marketing for delivering COD as a service	Will RailTel / Railways provide any support with respect to any or all of the following options: press releases, digital marketing, social media, instructional sticker space, physical branding inside trains and at stations, customer education kiosks at stations, video collaterals inside trains and at stations wherever screens are available, audio announcements inside trains and at stations wherever available, etc.	RailTel will allow the DESP to provide digital/physical brochures in order to create awareness of the availability of entertainment services on trains and stations.  Indian Railways will also make announcements on trains and on stations via Public Announcement (PA) systems (if PA system exits on the trains)
61	4	16	7	Provide Caching servers at all A1 Category stations (75 no.s) with power of 230V AC/ 48V DC (as per site requirement)	Please provide details of installation space / cooling / security / connectivity to the RailTel DC	The DESP has to provide caching servers at All RailTel PoP's (Point of Presence) at A1 category Railway stations. These PoP's are aircooled and the security will be at par with other Railway assests. Network connectivity will be provided at these PoP's by RailTel.
62	4	17	8	RDSO may be the technical agency for approving technical design diagrams for in coach installation of equipment and hardware. RailTel would facilitate any approvals from RDSO/Railways	Please provide details of the locations available inside the coach for the installation of the equipment, with proper cooling / safety and power requirements.	Power requirement given in Section 5-Clause- 5.3.2-4     Security of CoD equipments will be treated at par with Indian Railway assests. However, bidders are required to insure the equipments installed and provide necessary anti-theft arrangement.

S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
63	4	20	5.4.2.2	Indian Railways have approximately 55749 coaches of multiple types (excluding EMUs and MEMU coaches) with approximately 3000 new coaches being added annually to the system.	How many coaches out of these are a part of this tender? Also, are these 3,000 new coaches per month an addition or a replacement? In case its an addition, is the Bidder expected to install the new coaches as well? In case its a replacement to the coaches in which the Bidder has installed CoD equipment, what is the process for replacement so that the same equipment can be reused by the Bidder in the replacement coaches?	Please refer to Indicative train( including coaches) list-Annexure-3 of RFP and Annexure-1 of Corrigendum-2. Final list of trains will be provided at the time of implementation by Zonal Railways. The apprx. 3000 new coaches in system are combination of addition and replacement with existing ones. DESP will be allowed to release CoD equipments from the replaced coaches.
64	4	20	5.4.2.2	Bidder has to provide separate MCB of suitable rating for the CoD equipments in every coach.	Please provide specifications of the MCB and rating.	MCB rating should be able to take maximum load of the power supplied as per the RFP.
65	4	20	5.4.2.4	The bidder is expected to explore the appropriate space if required by the bidder on trains for any installation. The bidder is expected to provide the dimensions of the area required for delivery of COD services along with the technical design, to RailTel. In the design submission to the authority post the successful selection of the bidder, the bidder would need to submit a detailed plan to the railways for potential installation space of the on board equipment (if any). The same can be referred through a detailed coaching stock design present in the Annexures 4.	Who is the Bidder expected to explore the space requirements for installation on trains with? Will interconnect be provided to the Bidder in any / all trains? Annexure 4 doesn't cover any space / dimensional details of the available space/s for installation inside any / all train and coach types. Please provide additional details on the same.	The designs will be submitted by the bidder to RailTel for getting approvals by the concerned Indian Railways departments. It is expected that the interconnect (if any) in between the coaches to be wireless only.  Coaches design are provided as Annexure-9 of Corrigendum-2
66	4	21	5.4.3	Safety of on board hardware installations: The bidder needs to ensure that the on board installations are positioned at places away from the public eye to reduce cases of vandalism concerning hardware.	This is contingent upon such spaces being made available to the Bidder for installation by RailTel and the same being feasible for installation by the Bidder. Please provide details on the available space options inside all coach types with a filter of areas away from public eye.	Coach designs provided as Annexure-9 of Corrigendum- 2
67	4	21	5.4.3	Space Constraints on Board: A very small part of the coach would be available for the actual installation of the hardware services, given the existing prevalent design of the coaches. The design can be referred to in Annexure 4 in the Coaching stock design.	Annexure 4 doesn't cover any space / dimensional details of the available space/s for installation inside any / all train and coach types. Please provide additional details on the same.	Coach designs provided as Annexure-9 of Corrigendum- 2

S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
68	4	28	5.5.2.2	The DESP has to provide the necessary infrastructure/ internet bandwidth for content refresh. The content refresh may be enabled by high speed connectivity/ 4G network/ RailTel Wi-Fi (DESP to evaluate the options and incorporate the same in their cost).	Please provide details on the enterprise bandwidth plans that RailTel can offer to the Bidder for RailTel Wi-Fi / wired internet via ILL / MPLS. Will RailTel provide necessary permissions for third party leased lines / MPLS connectivity to be procured by the Bidder at RailTel DCC / stations?	RailTel will provide Wi-Fi at Railway Station platforms/part of platforms, free of cost. No permission for third party connectivity will be provided at RailTel Data Centre/Railway Stations
69	4	46	5.5.7.10	The training material prepared by DESP will be owned by Indian Railways and cannot be used without prior approval of Indian Railways.	The tender is being floated on a BOO model and not a BOOT model. The training material is made by the Bidder, at its cost, for a system that is the intellectual property of the Bidder. It is unfair for the Bidder that the same be owned by the Railways. We recommend that this clause be removed.	Clause DELETED, Refer to Point no. 44 of Corrigendum- 2
70	Annexure-3	NA	NA	List of Trains (Mail / Express)	Please provide this list in an Excel format. Also, please provide the below additional details in the form of columns in this table:  1. No. of coaches per rake 2. Total trip duration 3. Assumed idle time during trip	The train list given in RFP document/Corrigendum-2 (in excel) will be provided on individual request (on email) basis.
71	Annexure-3	NA	NA	List of Trains (Kolkata Suburban)	Please provide this list in an Excel format. Also, please provide the below additional details in the form of columns in this table:  1. No. of coaches per rake 2. Total trip duration 3. Assumed idle time during trip 4. Average daily ridership for the last 12 months	The train list given in RFP document/Corrigendum-2 (in excel) will be provided on individual request (on email) basis.

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72	Annexure-3	NA	NA	List of Trains (SCR Suburban)	Please provide this list in an Excel format. Also, please provide the below additional details in the form of columns in this table:  1. No. of coaches per rake 2. Total trip duration 3. Assumed idle time during trip 4. Average daily ridership for the last 12 months	The train list given in RFP document/Corrigendum-2 (in excel) will be provided on individual request (on email) basis.
73	Annexure-3	NA	NA	List of Trains (Mumbai WR Suburban)	Please provide this list in an Excel format. Also, please provide the below additional details in the form of columns in this table:  1. Total trip duration 2. Assumed idle time during trip 3. Average daily ridership for the last 12 months	The train list given in RFP document/Corrigendum-2 (in excel) will be provided on individual request (on email) basis.
74	Annexure-3	NA	NA	List of Trains (Chennai Suburban)	Please provide this list in an Excel format. Also, please provide the below additional details in the form of columns in this table:  1. No. of coaches per rake 2. Total trip duration 3. Assumed idle time during trip 4. Average daily ridership for the last 12 months	The train list given in RFP document/Corrigendum-2 (in excel) will be provided on individual request (on email) basis.
75	Annexure-3	NA	NA	NA	There is no data provided for Kolkata Metro. Please provide the following detail, along with a list in an Excel format. 1. Total No. of rakes 2. No. of coaches per rake 3. Total trip duration 4. Assumed idle time during trip 5. Average daily ridership for the last 12 months	Kolkata Metro data is updated as Annexure-1 of Corrigendum-2

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76	Annexure-3	NA	NA	NA	There is no data provided for RailTel Wi-Fi stations. Please provide the following details, along with a list in an Excel format.  1. Daily footfall per Wi-Fi Station  2. Assumed consumer dwell time per Wi-Fi station  3. Average total daily Wi-Fi users per Wi-Fi station for the last 12 months  4. Average paid daily Wi-Fi users per Wi-Fi station for the last 12 months  5. Average daily session duration for the Wi-Fi users per Wi-Fi stations for the last 12 months	Maximum Railway stations are now covered with Wi-Fi facility. The bidders can now safely take all A1-75, A- 332, B-302, C-483, D-983 and E-4151 category station numbers for their business modelling. List of Wi-Fi enabled Railway Stations is given as Annexure-2 of Corrigendum-2
77	Annexure-6	NA	NA	Smartphone Penetration: AC Coaches - 100% Non AC Coaches - 30%	Can we get a demographics and age breakdown of travelers in AC and Non AC coaches across trains, along with any research from which this data point has been captured / inferred? This statistic is far fetched as not 100% of travelers in AC coaches will have a phone, let alone a smartphone. Also, the smartphone penetration in the country is sub 20%.	Aggregated ridership data of absolute nos of Passenger travelled is provided in Annexure-8 of Corrigendum-2 for bidders to design their business case
78	Annexure-6	NA	NA	NA	What are the assumption from an adoption standpoint that have been considered for the revenue calculations (How many out of every 100 train travelers will use this service?)	Bidders are requested to make their own assumptions as per their business model

S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
79	Annexure-6	NA	NA	Subscription uptake by train category: Rajdhani- 20% Shatabdi/ Gatiman/ AC Double Decker/ Jan Shatabdi- 10% Duronto/ Sampark Kranti/ Garib Rath/ Superfast - 5%	Can we get any supporting data or research from which this data point has been captured / inferred? These statistics are infeasible based on some statistics below:  1. Paid OTT subscribers in India is below 5% of all OTT users and less than 1.5% of all internet users  2. Adoption for In-flight entertainment (BYOD) in India is below 25% (all services being free)  3. Adoption for in-flight entertainment (BYOD) for international flights is below 40% (all services being free)  4. Uptake for paid in-flight entertainment globally is below 10%	The journey time in Indian Railway is much longer than the sample sighted. However, the bidder may make assumption depending upon the services and business model
80	Annexure-6	NA	NA	NA	What are the assumptions that have been considered for ad revenue calculations (Average ad impressions per user and the assumed CPM?)	Bidder have to design the business case based on their own business model
81	2	21-26	2.35.5	Clarification	Remove all qualification criteria that are related to content and replace them with more stringent criteria in conceiving and launching new digital platform services.	Technical Evaluation table modified. Refer to Annexure-3 of Corrigendum-2
82	2	21-26	2.35.5	Clarification	Remove need for owning content rights by the winning bidder. We live in a day and age where same content is available on multiple platforms. It is regressive to assume that content based play is a zero sum game. I humbly request you to realize that the winning bidder with the right financial backing and technology will be able to integrate content catalogues from multiple content providers as an integral part of a digital platform workflow.	Technical Evaluation table modified. Refer to Annexure-3 of Corrigendum-2

S.No.	Section No	Page No	Point No	Content of RFP requiring Clarification	Points of clarification required	Response to Queries
83	2	20	2.34	Clarification	Pls kindly request revising to  1 million downloads for maximum points To 100k downloads for minimum points using a slab function	Technical Evaluation table modified. Refer to Annexure-3 of Corrigendum-2
84	2	21-26	2.35.5	Clarification	add that points be given to  1. IPR patents filed in India for content or digital experience monetization  2. Railtel empaneled DSP	Technical Evaluation table modified. Refer to Annexure-3 of Corrigendum-2
85	3	22	3.17 a	Bidder shall have to pay both quoted minimum guarantee and revenue share as per slab	What is the intent of having a MG which is not recoupable against revenue earned through the project?	The value of MG has been fixed based on the 10 years horizon of the CoD project and estimated investments made by each of the stakeholders.  The Revenue Share slabs are modified further. Refer to Point no. 4 and 22 of Corrigendum 2
86	3	22	3.17 c	DESP shall pay each annual instalment of the Minimum Guarantee in advance	Should the quoted annual MG amount be same for each year or vary across the 10 year tenure?	Annual MG will be same across all years for the period of contract
87	3	23	3.18 b	Net Revenue to RailTel from the bidder = Quoted Yearly Minimum Guarantee + Annual Revenue Share as per slabs	What is the commercial format or structure for the bid? Will it be a single payout amount or an annual build-up of payout?	Commercial Bid Format given in Section 4-Clause 4.33- Financial Bid Format.  The Payout details are defined in Section 3- Schedule-4: Minimum Guarantee Fee, Revenue Share and Third Party Service related Utility charges.  Few clauses and Revenue share slabs modified. Refer to Point no. 4, 21 and 22 of Corrigendum-2
88	5	12	5.3.2-1	Obligations of RailTel	Against the MG & Revenue share, what kind of promotion and marketing support for the COD platform can be provided by Railtel across its railway stations and during the train journey?	RailTel will allow the DESP to provide digital/physical brochures in order to create awareness of the availability of entertainment services on trains and stations.  Indian Railways will also make announcements on trains and on stations via Public Announcement (PA) systems (if PA system exits on the trains)

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89	5	1	-	Clarification	Is RailTel looking for a single platform that will available on all the trains through the local internet connection? In other words, same branding, same content on all trains. Or will there be different portals, with different branding and / or different content?	Single Platform. App based service. Content can be localised/differentiated on different trains based on different requirements of trains crossing Pan India regions/states/cities.
90	5	-	-	Clarification	Are there already stations and trains that already have Wi-Fi? If so what are the specifications for this, we might be able to integrate on the current hardware to reduce costs. Let me know if RailTel is searching for a complete solution, including hardware and if in the future RailTel might consider to offer internet connectivity to passengers (paid or free of charge).	that can be taken by the bidder in this project. List of
91	5	-	,	Clarification	How much content are you searching for, is it only video content or do you want newspapers, magazines, games, audiobooks and so on as well? Both in the free as premium category. I understand RailTel wants a refresh rate of 50% new content per quarter.	Audio, Video, Data- All kind of options under the ambit of RFP.
92	5	-	-	Clarification	Does RailTel has a content budget and a budget for the technical solution and management of this? Or is RailTel expecting the supplier to pay everything by themselves and earn it back through the monetisation systems?	RailTel is expecting the DESP to pay everthing by themselves and earn it through the monetization systems.
93	5	-	-	Clarification	Is there any interest in providing (now or later on) other services on the platform, such as live journey information, onward journey booking, report a fault, contact police, surveys and so on?	The bidder is free to design any service to engage the passenger. RailTel will facilitate wherever possible.