

Corrigendum - 2 for 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



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1 Corrigendum-2 for Selection of Digital Entertainment Service Provider (DESP) for delivering Content on Demand (COD) services on Build Own Operate (BOO) model for Indian Railways

In reference to the 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 reference no. RailTel/Tender/OT/CO/NTP/2019-20/COD/497 dated: 1st Oct 2019, all are advised to note following changes in the RFP document:

S. No.	RFP Reference	Original Version	Modified Version
1	Entire Tender Document	Clarification	The Scope of Work covers Mail, Express and Suburban Trains and Wi-Fi enabled Railway stations, but would exclude trains/coaches and railway stations where Indian Railways has provided content on demand services through separate contracts which will continue for the duration/termination of those contracts. Indicative list of trains (in addition to the Annexure 3 of RFP) is given at 1.1 Annexure-1 of Corrigendum-2 and List of Wi-Fi enabled Railway stations are provided as Annexure-1 to Corrigendum-2 Final list of trains and stations will be given by concerned Zonal Railways at the time of implementation.
2	Entire Tender Document	Clarification	There will be only one Pan- India contract for DESP for COD Services. Any mention of more than one contract/agreement/cluster/Scope/Work/Regions etc. should be treated as Single only.
3	Entire Tender Document	Bid Validity-6 months from issuance of the RFP	Bid Validity-6 months from Date of Opening of Bids
4	Section 2- Clause-2.6.1- c)- Revenue Slabs	c) The revenue share along with the revenue sharing slabs to be quarterly paid by the bidder is as follows:	c) The bidder has to share revenue on monthly basis based on following revenue sharing slabs:

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			<div><div></div><div>Year Wise Slabs (Annual revenue in INR Cr.)</div><div>Rev Share</div></div>			<div><div></div><div>Year Wise Slabs (Annual revenue in INR Cr.)</div><div>Rev Share</div></div>	
		Slabs	upto 100 Cr	20%	Slabs	upto 100 Cr	10%
			more than 100 Cr and upto 200 Cr	25%		more than 100 Cr and upto 200 Cr	15%
			more than 200 Cr and upto 300 Cr	30%		more than 200 Cr and upto 300 Cr	25%
			more than 300 Cr and upto 400 Cr	35%		more than 300 Cr and upto 400 Cr	35%
			more than 400 Cr and upto 500 Cr	40%		more than 400 Cr and upto 500 Cr	40%
			more than 500 Cr	45%		more than 500 Cr	45%
			d) The reconciliation of revenue sharing will be done on quarterly and annual basis. Any adjustment arising out of above reconciliation shall be settled and paid for within 10 (ten) days from the end of the corresponding quarter/year.				
5	Section 2- Clause- 2.9.1- (Discrepancy)	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.			Clause Deleted		
6	Section 2- Clause- 2.18- (Entities Eligible for Participation)	2.18 Entities Eligible for Participation 2.18.1 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:			2.18 Entities Eligible for Participation 2.18.1 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:		

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		<ol style="list-style-type: none"> 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. 	<ol style="list-style-type: none"> 1. Companies incorporated under the Indian Companies Act 1956 or Companies Act 2013; 2. A foreign company can also participate on standalone basis or as a member of a consortium. 3. A Bidding Consortium (that may/may not have a foreign company); and 4. Limited Liability Partnership (LLPs) <p>If a foreign company participate on standalone basis, then before signing of Contract with RailTel, it shall have a permanent establishment in India as per Indian Laws.</p>
7	Section 2- Clause- 2.18- (Entities Eligible for Participation)	<p>2.18.3 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.</p>	<p>2.18.3 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 registered JV post the agreement is mandatory, and non-negotiable.</p> <p>New Clause-</p> <p>2.18.4. Use of Technical AND/OR FINANCIAL STRENGTH OF PARENT COMPANY</p> <p>2.18.4-a. In case of participation by Single bidder- the Bidder can use the technical and financial strength of its Parent Company/Subsidiary to fulfil the Pre- Qualification and/or Technical and/or Financial Eligibility criteria as mentioned in RFP/Corrigenda.</p>

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			2.18.4-b. In the above case, the Bidder shall submit an undertaking from the Parent Company/Subsidiary Company as per Format- Annexure-12 of this Corrigendum-2
8	Section 2- Clause- 2.19- (Eligibility Criteria)	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	2.19.1 The Bidder (being a company or a consortium of entities) should meet the following “Pre-qualification criteria/ Eligibility Criteria” as mentioned in Clause 2.34 of this section
9	Section 2- Clause- 2.32- (Consortium Approach)	2.32.1 Considering the wide variety of skills and resources needed for the project, a group of Companies or organizations are allowed to form a Consortium and bid for this project. Other than prime bidder, maximum of 4 (four) consortium partners will be allowed to participate in the consortium.	2.32.1 Considering the wide variety of skills and resources needed for the project, a group of Companies or organizations are allowed to form a Consortium and bid for this project. Other than prime bidder, maximum of 4 (four) consortium partners will be allowed to participate in the consortium. Any Lead bidder cannot be a part of more than one consortium OR cannot participate as a Single bidder. Any bidder participating as Single bidder or lead bidder cannot be part of any other consortium.
10	Section 2- Clause 2.34- Pre Qualification Criteria	<p>1. Annual Turnover:</p> <p>The bidder should have an average cumulative turnover of at least INR 450 Crores in the last 3 financial years (FY 2016-17, 2017-18 and 2018-19).</p> <p>Applicability:</p> <p>Bidder refers to either the single bidder</p> <p>Or</p> <p>All Consortium members jointly</p>	<p>1. Annual Turnover:</p> <p>The bidder should have an average cumulative turnover of at least INR 450 Crores in the last 3 financial years (FY 2016-17, 2017-18 and 2018-19).</p> <p>(In case of Consortium- Lead Bidder should have atleast 25% of the prescribed annual turnover)</p> <p>Applicability:</p> <p>Bidder refers to either the single bidder</p> <p>Or</p>

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			<p>Consortium member (s) jointly (including atleast 25% of the prescribed annual turnover of Lead Bidder)</p> <p>Updated Section 4-Form 4.1- Response to Eligibility Criteria (Summary) is provided as Annexure 11 for this Corrigendum-2</p>
11	Section 2- Clause 2.34- Pre Qualification Criteria	<p>5. Relevent Experience –</p> <p>OR</p> <p>► Creating an APP with minimum 50 million downloads</p>	<p>5. Relevent Experience –</p> <p>OR</p> <p>► has already Created an APP with minimum 100 K downloads</p> <p>Documentry Evidence for App Experience:</p> <p>A Single app will be considered for noumber of downloads counted from number of downloads from Google Playstore and/or Apple Appstore as on date of Bid Opening.</p> <p>Bidder should write name of App along with total no. of downloads with details in his offer letter in Section-IV- Form-4.1- Response to Eligibility Criteria (Summary)- SN-5: Relevant Experience (under column- Reference In Bid (Section/Page No.)).</p> <p>Updated Section 4-Form 4.1- Response to Eligibility Criteria (Summary) is provided as Annexure 11 for this Corrigendum-2</p>
12	Section 2- 2.35.5- (Technical	Documentary Evidence- Consortium: All members	<p>Documentary Evidence:</p> <p>Consortium: Any member</p>

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	Evaluation-Entire Table)		
13	Section 2-2.35.5- (Technical Evaluation)	2.35.5 Technical Evaluation shall be based on the following parameters and associated Weightage: Table as per RFP	2.35.5 Technical Evaluation shall be based on the following parameters and associated Weightage: Table at 1.3- Annexure-3 of this Corrigendum-2
14	Section 2- Clause -2.35.6	2.35.6 The bidders are required to submit the design and specifications of all the proposed hardware components to RailTel for approval. 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.	2.35.6 The bidders are required to submit the design and specifications of all the proposed hardware components to RailTel for approval. RailTel reserves the right to accept/modify the design and specifications at the time of implementation as per the suggestions of Indian Railways. 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.
15	Section 2- Clause-2.38.4.2	2.38.4.2 In case of disbarment of the Selected Bidder before the execution of the Agreements, the Authority may, consider the second highest Eligible Bidder, and in case of debarment or refusal by the second highest Eligible Bidder, the Authority may consider third highest Eligible Bidder (and so on and so forth). RailTel reserves the right to select the highest, second highest, so on so forth will be as per the selection process i.e. Either from Initial price offers (if winning bidder has been decided from the initial price offers OR from the e-forward auction offers, if the bids are selected from the e-forward auction process. The second highest eligible bidder, or the third highest	Clause Deleted

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		eligible bidder, as the case may be, will be required to match the rate of the selected bidder.	
16	Section 2- Clause- 2.41.1- (Contract Agreement)	2.41.1 Within two months from the date of issue of the Letter of Award or before signing of agreement (whichever is earlier), the Selected Bidder shall (i) make payment of the corresponding first annual instalment of the Minimum Guarantee under the Agreement, (ii) payment of the corresponding Security Deposit under each of the Agreements and (iii) Submit a duly signed copy of each of the Agreements (being the Letter of Award, General Conditions of Contract and RFP and proposal response) executed on non-judicial stamp paper of adequate value.	2.41.1 The agreement shall be signed immediately after fulfilling the following conditions by the selected bidder: (i) make payment of the first annual instalment of the Minimum Guarantee (ii) submission of valid Rolling Performance Bank Guarantee and (iii) Submit a duly signed copy of the Agreement (being the Letter of Award, General Conditions of Contract and RFP and proposal response) executed on non-judicial stamp paper of adequate value. Format of Contract Agreement is given at Annexure 10- of this Corrigendum-2
17	Section 3- Schedule 3- Clause 3.4.1 (Effectiveness of Agreement)	1. This Agreement shall come into effect on <***> (hereinafter the “Effective Date”) and shall, unless terminated earlier in accordance with its terms, expire on the date on which this Agreement expires, which shall be a period of ten years from date of signing of agreement.	1. This Agreement shall come into effect on <***> (hereinafter the “Effective Date”) and shall, unless terminated earlier in accordance with its terms, expire on the date on which this Agreement expires, which shall be a period of ten years from date of signing of agreement. The agreement can be further extended with the existing DESP, until the selection of new DESP and migration to new CoD platform on same terms and conditions of the existing contract at the sole discretion of RailTel.
18	Entire Tender Document	IT Act 2000 or IT Act 2008	Any mention of IT Act 2000 or IT Act 2008 to be read as: “IT Act 2008 and in line with GDPR till Indian Data Protection/Privacy Policy/Bill gets formalised”
19	Section 3- Clause 3.6-b	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 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	b. The Bidder/ DESP shall indemnify the Authority in case of breach of its confidentiality obligation under this Clause 3.6 of the GCC. If any Confidential Information is received by a third party from 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.

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		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 loss/gain will be assessed either mutually or by an independent evaluator (if required) on case to case basis. 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.
20	Section 3- Schedule 3- Clause 3.14	g. The Bidder shall ensure that the Annual Maintenance support for the software and hardware components is provided for the period from date of deployment of the software and hardware component till the end of contract. Annual Maintenance support shall include patches, updates and upgrades of the software and hardware components. 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.	g. The Bidder shall ensure that the Annual Maintenance support for the software and hardware components is provided for the period from date of deployment of the software and hardware component till the end of contract and additionally for a period of 12 months, till development of similar Digital platform by the new DESP/ RailTel or its constituents, whichever is earlier. Annual Maintenance support shall include patches, updates and upgrades of the software and hardware components. Bidder shall ensure that there is a comprehensive onsite warranty / support arrangement for the aforementioned period with all the OEMs.
21	Section 3- Schedule 4- Clause 3.17	<p>a. Bidder shall have to pay both quoted minimum guarantee as defined in para 3.17-c and revenue share based on year-wise slabs as defined in para 3.18.</p> <p>b. The selected bidder shall have to pay in advance in equated annual instalments in the manner set out in each of the contract agreements. 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.</p>	Clause Updated. Refer to Annexure-4 of this Corrigendum-2

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		<p>c. The Bidder/ DESP shall pay each annual instalment of the Minimum Guarantee in advance within 7 (seven) days from the start of the relevant annual period, calculated from the successful award of the contract.</p> <p><i>Quarter 1: Suppose the bidder bids annual Minimum Guarantee of INR 100 Cr and the LOA is issued on August 1st. The 100% of Annual minimum guarantee quoted would be needed to be paid to RailTel within 60 days of the award of the contract, Detailed payment scheduled is given in the next point.</i></p> <p>d. The Bidder shall have to pay the revenue share on quarterly basis as per the revenue share defined in the Commercial model. The revenue share has to be accrued from the third quarter after the date of signing of agreement as illustrated in the table below. The revenue share component for the first two quarters of operations (from the date of sign of agreement) is exempted.</p>	

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		Please note, that the revenue share for any quarter shall be paid within 7 days of the commencement of the subsequent quarter.																													
22	Section 3- Schedule 4- Clause 3.18	<p>c) The commercial model below lists down slabs for revenue share each year. The revenue share slabs each year have been fixed, and will be in addition to the MG provided. The first slab talks about the revenue share on a yearly basis, while the second table talks about the revenue share in case of a quarterly pay-out, which is further explained in the payment schedule in the scope of work. Since the revenue share occurs quarterly, the quarter wise revenue share schedule would be followed with slabs of 25 cr, 50 Cr, 75 Cr, 100 cr and 125 cr INR defined in the table below.</p> <table><tr><th></th><th>Year Wise Slabs (Annual revenue in INR Cr.)</th><th>Rev Share</th></tr><tr><td rowspan="4">Slabs</td><td>upto 100 Cr</td><td>20%</td></tr><tr><td>more than 100 Cr and upto 200 Cr</td><td>25%</td></tr><tr><td>more than 200 Cr and upto 300 Cr</td><td>30%</td></tr><tr><td>more than 300 Cr and upto 400 Cr</td><td>35%</td></tr></table>		Year Wise Slabs (Annual revenue in INR Cr.)	Rev Share	Slabs	upto 100 Cr	20%	more than 100 Cr and upto 200 Cr	25%	more than 200 Cr and upto 300 Cr	30%	more than 300 Cr and upto 400 Cr	35%	<p>c) The commercial model below lists down slabs for revenue share each year. The revenue share slabs each year have been fixed, and will be in addition to the MG provided. Since the revenue share occurs monthly, the month wise revenue share schedule (as explained in para 3.17-d atAnnexure-4 of this Corrigendum-2) would be based on yearwise slabs given below:</p> <table><tr><th></th><th>Year Wise Slabs (Annual revenue in INR Cr.)</th><th>Rev Share</th></tr><tr><td rowspan="6">Slabs</td><td>upto 100 Cr</td><td>10%</td></tr><tr><td>more than 100 Cr and upto 200 Cr</td><td>15%</td></tr><tr><td>more than 200 Cr and upto 300 Cr</td><td>25%</td></tr><tr><td>more than 300 Cr and upto 400 Cr</td><td>35%</td></tr><tr><td>more than 400 Cr and upto 500 Cr</td><td>40%</td></tr><tr><td>more than 500 Cr</td><td>45%</td></tr></table>		Year Wise Slabs (Annual revenue in INR Cr.)	Rev Share	Slabs	upto 100 Cr	10%	more than 100 Cr and upto 200 Cr	15%	more than 200 Cr and upto 300 Cr	25%	more than 300 Cr and upto 400 Cr	35%	more than 400 Cr and upto 500 Cr	40%	more than 500 Cr	45%
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				<div> <div>more than 300 Cr and upto 400 Cr</div> <div>35%</div> </div> <div> <div>more than 400 Cr and upto 500 Cr</div> <div>40%</div> </div> <div> <div>more than 500 Cr</div> <div>45%</div> </div>	<p>The reconciliation of revenue sharing will be done on quarterly and annual basis. Any adjustment arising out of above reconciliation shall be settled and paid for within 10 (ten) days from the end of the corresponding quarter/year.</p> <p>d) Example of payout- Slab Definition on an Annual Basis (Illustrative. The revenue share would happen on a monthly schedule based on the above yearly slabs mentioned above)</p> <p>a. Slab 1: In case of the bidder earning an annual revenue of less than 100 Cr INR due to the delivery of Content on Demand as a service, the bidder would be required to share 20% of the revenue earned by the bidder on an annual basis. This payout to RailTel will be in addition to the quarterly/ Annual payments to RailTel of the assured annual Minimum Guarantee.</p> <p>For monthly payouts to RailTel for the revenue share component, the monthly payment would be worked out based on the cumulative earnings till the end of the respective month.</p> <p>b. Slab 2: For Revenues exceeding 100 crores limited to 200 Cr, the incremental revenues post 100 Cr will attract a revenue share of 15%, while the 100 crores would still fetch a 10% share in Revenues for the railways in addition to a fixed value of MG on yearly basis.</p>
					<p>d) Slab Definition on an Annual Basis (Illustrative. The revenue share would happen on a quarterly schedule based on the above quarterly schedule)</p> <p>a. Slab 1: In case of the bidder earning an annual revenue of less than 100 Cr INR due to the delivery of Content on Demand as a service, the bidder would be required to share 20% of the revenue earned by the bidder on an annual basis. This payout to RailTel will be in addition to the quarterly/ Annual payments to RailTel of the assured annual Minimum Guarantee.</p> <p>In case of quarterly payouts to RailTel for the revenue share component, the quarterly payment would be worked out based on the cumulative earnings till the end of the respective quarter.</p>

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		<p>b. Slab 2: For Revenues exceeding 100 crores, limited to 200 Cr, the incremental revenues post 100 Cr will attract a revenue share of 25%, while the 100 crores would still fetch a 20% share in Revenues for the railways in addition to a fixed value of MG.</p> <p>c. Slab 3: For Revenues exceeding 200 Cr, the breakup would be divided into three sections, with the above mentioned revenue shares in addition to a fixed value of MG.</p> <p>d. Slab 4: For Revenues exceeding 300 Cr, the breakup would be divided into four sections, with the above mentioned revenue shares in addition to a fixed value of MG.</p> <p>e. Slab 5: For Revenues exceeding 400 Cr, the breakup would be divided into five sections, with the above mentioned revenue shares in addition to a fixed value of MG</p> <p>f. Slab 6: Any amount above 500 crores would attract a rev share of 45% over the above prescribed amount in addition to a fixed value of MG.</p>	<p>c. Slab 3: For Revenues exceeding 200 Cr limited to 300 Cr, the breakup would be divided into three sections, with the above mentioned revenue shares in addition to a fixed value of MG on yearly basis.</p> <p>d. Slab 4: For Revenues exceeding 300 Cr limited to 400 Cr, the breakup would be divided into four sections, with the above mentioned revenue shares in addition to a fixed value of MG on yearly basis.</p> <p>e. Slab 5: For Revenues exceeding 400 Cr limited to 500 Cr, the breakup would be divided into five sections, with the above mentioned revenue shares in addition to a fixed value of MG on yearly basis.</p> <p>f. Slab 6: Any amount above 500 crores would attract a rev share of 45% over the above prescribed amount in addition to a fixed value of MG on yearly basis.</p> <p>The amount of Revenue share at the end of each month will be calculated as detailed in Annexure-4- Para 3.17 (d) of this Corrigendum-2</p>

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		<p>Consider that the bidder earns INR 450 cr annually from providing Content on Demand as a service and has quoted an annual Minimum Guarantee of INR 100 Cr.</p> <p>The Revenue Share (in case of annual pay-out slabs) = $[(100*20\%) + ((200-100)*25\%) + ((300-200)*30\%) + (400-300)*35\% + (450-400)*40\%]$</p> <p>The entire amount above can be divided by four to get the value of the payable amount to the RailTel in case of quarterly payout of Revenue Share.</p>	
23	Section 3- Clause 3.19-a (Verification of Revenue and escrow account creation)	<p>a) Successful bidder, for the awarded region, shall create a dedicated JV/SPV for the COD project for each cluster and shall ensure that all financial transactions happens through this entity. Quarterly reconciliation of revenue share would be performed for payment to Railways, through this new entity, and it would be solely responsible for the operations and ownership of the service. All the audits would be performed on the new venture, with RailTel/Railways free to audit the books of the individual JV/SPV members, if required during</p>	<p>a) Successful bidder/JV, shall create a dedicated escrow account for the COD project and shall ensure that all financial transactions happens through this entity. The rules, policies and authorizations applicable on this escrow account would be governed by RailTel as per the terms and conditions of the Tender. Quarterly and annual reconciliation of revenue share would be performed for payment to RailTel. The Successful bidder/Consortium would be solely responsible for the operations and ownership of the service. All the audits would be performed on the new venture, with RailTel/Railways free to audit the books of the</p>

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		periodic audits by a specialized audit agency at its own cost.	individual JV/SPV members, if required. For this, the DESP will give access to books of accounts.
24	Section 3- Clause 3.19-d (Verification of Revenue and escrow account creation)	d) The successful bidder shall share the revenue for all the forms of income generation through the broadcast of entertainment services through the COD platform, which includes ad based revenue and subscription based income.	d) The successful bidder shall share the revenue for all the forms of income generation through the COD platform. The revenue collected in the escrow account would be distributed amongst the successful bidder/JV and RailTel as per the schedule agreed in the terms and conditions of tender. However, the successful bidder/JV shall prepare a statement of reconciliation for each quarter/each year. Such statement shall specify the revenue share amount payable and revenue share paid for the corresponding quarter/year including penalties levied (if any), as per the clauses of the RFP and in reasonable detail, the information from which such amounts were derived. Any adjustment arising out of above reconciliation shall be settled and paid for within 10 (ten) days from the end of the corresponding quarter/year
25	Section 3- Clause 3.21-a (Delay payment)	a. Any delay in payment of Minimum Guarantee and Revenue Share or any other outstanding amounts payable by the bidder to the Authority, will attract interest @ 12% for every month or part thereof, of delay	a. Any delay in payment of Minimum Guarantee and Revenue Share or any other outstanding amounts payable by the bidder to the Authority, will attract interest @ 2% for every month or part thereof, of delay payable from the due date until the date of

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		payable from the due date until the date of payment. If the payment is not made within a 30 calendar days, RailTel may summarily terminate the contract.	payment. If the payment is not made within a 30 calendar days, RailTel may summarily terminate the contract.
26	Section-3-Schedule 7- Clause- 3.27- (Rolling Performance Bank Guarantee- Rolling PBG)	Rolling PBG Clause	Updated Rolling PBG Schedule-7 is mentioned as Annexure -5 (Updated Schedule-7) of this corrigendum.
27	Section-3- Clause- 3.28-b-	<p>b. The Bidder/ DESP shall be allowed, any time after the completion of 3 (Three) years of the Contract Term, to exit the Contract Agreement by giving 6 (six) months' prior written notice to the Authority subject to the terms of the Contract Agreement.</p> <p>c. If the Bidder/ DESP wrongfully terminates or abandons the Contract Agreement, the Security Deposit of the Bidder/ DESP shall liable to be forfeited by 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 for the use and employment thereof or for wear and tear or destruction thereof.</p> <p>d. If the Authority any time is in material breach of any of the covenants and conditions herein contained which breach is not cured within 30 (thirty) days from</p>	<p>b. The Bidder/ DESP shall be allowed, any time after the completion of 3 (Three) years of the Contract Term, to exit the Contract Agreement by giving 12 (twelve) months' prior written notice to the Authority subject to the terms of the Contract Agreement.</p> <p>c. If the Bidder/ DESP wrongfully exits or abandons the Contract Agreement, the Security Deposit of the Bidder/ DESP shall liable to be forfeited by the Authority and the Bidder/ DESP may also face debarment from the next COD tender. 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 for the use and employment thereof or for wear and tear or destruction thereof.</p> <p>d. If the Authority any time is in material breach of any of the covenants and conditions herein contained which breach is not cured within 30 (thirty) days from the date of notice from the Bidder/ DESP, then the Bidder/ DESP may terminate the Agreement by a written notice after the expiry of the said notice period if the breach is not cured within this period and in such case</p>

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		the date of notice from the Bidder/ DESP, then the Bidder/ DESP may terminate the Agreement by a written notice after the expiry of the said notice period if the breach is not cured within this period and in such case the Security Deposit of the Bidder/ DESP shall be returned/ refunded by the Authority within a period of not less than sixty (60) days but no more than 180 (one hundred and eighty) days	the Security Deposit of the Bidder/ DESP shall be returned/ refunded by the Authority after deducting all dues within a period of not less than sixty (60) days but no more than 180 (one hundred and eighty) days
28	Section 3- Schedule 9- (Term and Termination)	New Clause in- 3.28, 3.29 and 3.30	Clause 3. 28-f/ Clause 3.29-i/ Clause 3.30-4 The MG (calculated on pro-rata monthly basis) of the remaining period will be returned back to the bidder after deducting the necessary dues except for clause no. 3.27-b (Annexure-5 of this Corrigendum-2)
29	Section 3- Clause- 3.39- (Insurance)	b. The successful bidder shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices, installations, equipment depots etc. Such insurance shall in all respects be to the approval of RailTel.	b. The successful bidder shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices, installations, equipment depots etc.
30	Section 3- Clause- 3.40- (Insurance & Material Installations)	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	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 for the period of contract.

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		purpose, the works are deemed to have been provisionally handed over when provisional acceptance certificate is issued for the locations.	
31	Section-3- Clause- 3.54 (Sub-Contracting of Work)	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 such service providers	The Single Bidder/Prime Bidder (in case of consortium)/JV shall be responsible and shall ensure the proper performance of the sub-contractors (if any) and shall be liable for any non-performance or breach by such service providers
32	Section-3- Clause- 3.6-c (Confidentiality)	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	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. 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 for the period of CoD contract. After contract duration, the data will be sole property of RailTel. The bidder has to ensure

S. No.	RFP Reference	Original Version	Modified Version
		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.	the security and privacy of the data as per the Clauses mentioned in RFP and Corrigenda. The bidder has to ensure the security and privacy of the data as per the IT Act 2008 and in line with GDPR till Indian Data Protection/Privacy Policy/Bill gets formalised The bidder shall provide quarterly data dump related to CoD services to RailTel.
33	Section 3- Schedule 14 (Escrow Agreement)	Schedule 14 (Escrow Agreement)	Clause DELETED
34	Section 3- Clause 3.62 (Transfer of Assets)	<p>a. The bidder is not required to transfer assets (Hardware/Software) post the completion of the contract period in the exit management phase. The Hardware assets includes any on board infrastructure employed for the COD service and the middleware supporting the service. Software assets include the source code and any modifications made in the code for the delivery of the COD service.</p> <p>c. Content Library is not counted as a transferrable asset under the scope of the COD service.</p>	<p>a. On-board equipment provided in trains will be retained after completion/termination of contract. The bidder is allowed to take back the infrastructure provided at RailTel DC/DR & RailTel PoP employed for the COD service by the bidder and the Software assets- including Content, Digital Platform and IPRs) post the completion/termination of the contract period in the exit management phase.</p> <p>The Software assets (which includes application, digital service platform, software, content etc. including the source code and any modifications made in the code for the delivery of the COD service) will be provided by the DESP for a period of 12 months beyond the contract period of 10 years/termination OR till development of similar Digital platform by the new DESP/ RailTel or its constituents (whichever is earlier). However, all aspects of user data from CoD services will be jointly owned by RailTel and the DESP for the contract period. After the end of contract, all aspects of user data is owned by RailTel only and has to be transferred to RailTel by the DESP at the end of the contract as per format prescribed by RailTel</p>

S. No.	RFP Reference	Original Version	Modified Version
35	Section 3- Schedule 5- (Content and Advertisement Adherence)	New Clause	3.24 The DESP will be responsible for all kind of services (E-Commerce/Partnership Services etc. if any) provided on CoD platform for operations, quality, or any other aspects. The DESP will solely be responsible for any legal disputes, regulatory violations, complaints and settlements thereof arising out of above services.
36	Section 3- Clause 3.64- (Confidential Information, Security & Data)	<p>3.64. CONFIDENTIAL INFORMATION, SECURITY AND DATA</p> <p>a. The DESP will promptly on the commencement of the exit management period supply to Railtel or its nominated agency the following:</p> <p>i. information relating to the current services rendered and customer and performance data relating to the performance of consortium partners in relation to the services;</p> <p>ii. documentation relating to Project's Intellectual Property Rights;</p> <p>iii. documentation relating to sub-contractors;</p> <p>iv. all current and updated data as is reasonably required for purposes of Railtel transitioning the services to its Replacement DESP in a readily available format nominated by Railtel or by any agency nominated by Railtel;</p> <p>v. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Railtel, or its Replacement DESP to carry out due diligence in order</p>	<p>3.64. CONFIDENTIAL INFORMATION, SECURITY AND DATA</p> <p>a. The DESP will promptly on the commencement of the exit management period supply to RailTel or its nominated agency the following:</p> <p>i. information relating to the current services rendered and customer and performance data relating to the performance of consortium partners in relation to the services;</p> <p>ii. contact details of all Content, Advertising and Service partners</p> <p>iii. contact details of all sub-contractors;</p> <p>iv. all current and updated data as is reasonably required for purposes of RailTel transitioning the services to its Replacement DESP in a readily available format nominated by RailTel or by any agency nominated by RailTel. The CoD services will be provided by the DESP including IPR's for a period of 12 months OR till development of similar Digital platform by the new DESP/ RailTel or its constituents (whichever is earlier). However, all aspects of user data from CoD services will be jointly owned by RailTel and the DESP for the contract period. After the end of contract, all aspects of user data is owned by RailTel only and</p>

S. No.	RFP Reference	Original Version	Modified Version
		<p>to transition the provision of the Services to Railtel, or its Replacement DESP (as the case may be).</p> <p>b. Before the expiry of the exit management period, the DESP shall deliver to RailTel or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies.</p> <p>c. The DESP shall not be permitted to retain any copy of such materials and shall also abide by the confidentiality agreement as specified in Section 3.6 of the RFP.</p> <p>d. Before the expiry of the exit management period, unless otherwise provided under the Agreement, RailTel or its nominated agency shall deliver to the DESP all forms of DESP confidential information, which is in the possession or control of Railtel or its users.</p>	<p>has to be transferred to RailTel by the DESP at the end of the contract.</p> <p>v. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel, or its Replacement DESP to carry out due diligence in order to transition the provision of the Services to RailTel, or its Replacement DESP (as the case may be).</p> <p>b. Before the expiry of the exit management period, the DESP shall deliver to RailTel or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies.</p> <p>c. The DESP shall not be permitted to retain any copy of such materials and shall also abide by the confidentiality agreement as specified in Section 3.6 of the RFP.</p> <p>d. Before the expiry of the exit management period, unless otherwise provided under the Agreement, RailTel or its nominated agency shall deliver to the DESP all forms of DESP confidential information, which is in the possession or control of RailTel or its users- Source Code including IPR will be released to the DESP after successful migration to the new Digital platform for COD.</p>
37	Section 3- Clause 3.65- (Employees)	<p>3.65. EMPLOYEES</p> <p>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.</p>	Clause DELETED

S. No.	RFP Reference	Original Version	Modified Version
		<p>b. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the DESP to Railtel or its nominated agency, or a Replacement DESP ("Transfer Regulation") applies to any or all of the employees of the DESP, then the Parties shall comply with their respective obligations under such Transfer Regulations.</p> <p>c. To the extent that any Transfer Regulation does not apply to any employee of the DESP, department, or its Replacement DESP may make an offer of employment or contract for services to such employee of the DESP and the DESP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Railtel or any Replacement DESP.</p>	
38	Section 3- Clause 3.66- (Right of Access to Premises)	<p>3.66. RIGHTS OF ACCESS TO PREMISES</p> <p>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.</p> <p>b. The DESP shall also give Railtel or its nominated agency, or any Replacement DESP right of reasonable access to the Implementation Partner's premises and shall procure Railtel or its nominated agency and any Replacement DESP rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is</p>	Clause DELETED

S. No.	RFP Reference	Original Version	Modified Version
		reasonably necessary to migrate the services to Railtel or its nominated agency, or a Replacement DESP.	
39	Section 3-Updated SLA (3.79) - Operation Level Agreements-1.	Validation- If RailTel is not able to provide the approvals within a week, the requisite details shall stand approved.	Validation- DELETED
40	Section 3-Updated SLA (3.79) and Penalties- 3.80	Post- Commissioning- Point- 1. Availability of COD	Post- Commissioning- Point- 1a. Availability of COD (online) 1b. Service Availability (On board hardware- Offline+ Online) Details at 1.5- Annexure-6 of this Corrigendum-2
41	Section 3-Updated SLA (3.79) and Penalties- 3.80	Post- Commissioning- Point- 9. Payment Integration	Post- Commissioning- Point- 9a. Payment Integration- Payment Service Response System (Online) Point- 9a. Payment Integration- Payment Service Response System (Offline)

S. No.	RFP Reference	Original Version	Modified Version
			Details at 1.5- Annexure-6 of this Corrigendum-2
42	Section 5- Clause- 5.3.2- 3	<ul style="list-style-type: none"> Provide the Content catalogue, which would be its intellectual property, guarded by a strong rights management framework. 	<ul style="list-style-type: none"> Provide the Content catalogue, which would be its intellectual property/content rights, protected by a strong rights management framework.
43	Section 5.5- Future State at Indian Railways/ Section 5.5.2-5- Monetization Models	The entire business proposition of the opportunity lies in the ability of the DESP to monetize content via any one or two of the prevalent industry models: Ad based and Subscription based models. The bidder is free to choose its own model/s for monetization of content.	The entire business proposition of the opportunity lies in the ability of the DESP to monetize content via any or all of the prevalent industry models given below: The bidder is free to choose its own model/s for monetization of content during contract period.

		<ul style="list-style-type: none"> • AD based monetization – The Ad based model will be driven by ad opportunities placed within the video content. There are various type of ads which the DESP can employ to monetize the content like Video ads (pre, mid/ interstitials), sponsored ads, text based/ banner/ display ads, Native ads, contextual/ targeted ads. The ads value will be driven by CPM rates. DESP has to tie-up with media agencies and ad networks for ad inventory fulfilment. • Subscription based monetization – This model will be for the paid content which has to be premium/ exclusive for which the passengers will be willing to pay. To enable payment, the DESP has to evaluate various payments mechanisms prevalent in industry like payment gateway/ 3rd party/ own/ railways wallet/ SMS based operator billing/ and suggest in their solution which mode will be used to payments. • E-Commerce/Partnership Services- The model enables the Service Provider to provide his own or partner with players in 	<ul style="list-style-type: none"> • AD based monetization – The Ad based model will be driven by ad opportunities placed within the video content. There are various type of ads which the DESP can employ to monetize the content like Video ads (pre, mid/ interstitials), sponsored ads, text based/ banner/ display ads, Native ads, contextual/ targeted ads. The ads value will be driven by CPM rates. DESP has to tie-up with media agencies and ad networks for ad inventory fulfilment. • Subscription based monetization – This model will be for the paid content which has to be premium/ exclusive for which the passengers will be willing to pay. To enable payment, the DESP has to evaluate various payments mechanisms prevalent in industry like payment gateway/ 3rd party/ own/ railways wallet/ SMS based operator billing/ and suggest in their solution which mode will be used to payments. • E-Commerce/Partnership Services- The model enables the Service Provider to provide his own or partner with players in industry to provide e-commerce/ m-commerce services in various domains e.g. food delivery, bookings, travel related bookings (cab, bus train etc.) and provide various innovative solutions in digital marketing domain.
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S. No.	RFP Reference	Original Version	Modified Version
		industry to provide e-commerce/ m-commerce services in various domains e.g. food delivery, bookings, travel related bookings (cab, bus train etc.) and provide various innovative solutions in digital marketing domain.	<ul style="list-style-type: none"> Data based Monetization (direct/indirect)-With RailTel's approval: Data generated in CoD project would be jointly owned by RailTel and the bidder during contract period. The revenue generated out of data monetisation will be part of CoD project revenue only. IT Act 2008 or latest and all Indian Data Security/Privacy laws has to be adhered as per RFP/Corrigendums. After expiry/termination of the contract period, data generated in CoD project shall be owned by RailTel only and bidder cannot use Data generated in CoD project in any form.
44	Section 5- Clause 5.5.7 (Capacity Building)	<p>5.5.7 Capacity Building</p> <p>5.5.7.1 The DESP is expected to design a robust change management – training and capacity building program for the users. For users a small video shall be prepared describing basic and new features of the COD.</p> <p>5.5.7.2 Trainings will have to be conducted in various batches (large and small) to enable focussed attention on critical users</p>	Clause DELETED

S. No.	RFP Reference	Original Version	Modified Version
		<p>5.5.7.3 The DESP scope of work also includes preparing the necessary documentation, presentations, flowcharts, training aids as required for successful delivery of such trainings.</p> <p>5.5.7.4 The details provided in this section are indicative and due to the complex nature of the project the number of training sessions may increase.</p> <p>5.5.7.5 The DESP shall impart training to key stakeholders on the usage and maintenance of the system. DESP will develop a training and capacity building strategy that will also include a detailed plan of implementation.</p> <p>5.5.7.6 The DESP shall propose different training modules for different user profiles at appropriate timelines.</p> <p>5.5.7.7 The DESP shall provide such additional training as they deem necessary in order to ensure that the training imparted is comprehensive and complete.</p>	

S. No.	RFP Reference	Original Version	Modified Version
		<p>5.5.7.8 The DESP must also prepare Training Modules/content to enable the users for self-learning.</p> <p>5.5.7.9 Indian Railways envisages that the training and capacity building sessions for all stakeholders would primarily be based on ‘Train the Trainer’ concept. These master trainers will further train the respective users.</p> <p>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.</p>	
45	Section 5- Clause- 5.5.12- (Payments Platform)	5.5.12.1 All COD related payments would be done through online mode	5.5.12.1 All COD related payments would be done through online mode through COD Payment wallet. Option of integration with other available payment wallets and payment modes e.g. credit card/ debit card, UPI, payment vouchers, etc is also there.
46	Section 5- Clause- 5.5.12- (Payments Platform)	New Clause	5.5.12.11- Option of offline transaction/payment through payment wallet (wherever internet is unavailable). However, in case of all offline payments, the payments has to be recoded online on next available network. SLA’s needs to be adhered as per Section 3- Schedule 18- Service Level Agreement

S. No.	RFP Reference	Original Version	Modified Version
47	Section 5- Clause- 5.5.13 (Security)	5.5.13.1 The bidder should ensure that the local content box server cannot be accessed remotely on board	5.5.13.1 The bidder should ensure that the local content box server cannot be accessed remotely on board. DESP/Successful bidder is required to provide anti-theft arrangement to all hardware installed in trains.
48	Section 5- Clause 5.6- (Timelines & Project Deliverables)	Timelines modified	Updated Timelines Details at 1.7- Annexure-7 of this Corrigendum-2
49	Annexure-8- Ridership Data	Ridership data- New Data Points	Updated Ridership Data- 2018-19 and 2017-18 Details at 1.8- Annexure-8 of this Corrigendum-2
50	Annexure-4- Railway Coaching Stock Design	Railway Coaching Stock Design- Updated	Railway Coaching Stock Design- Updated Details at 1.9- Annexure-9 of this Corrigendum-2

1.1 Annexure-1- Updated- List of Trains

Updated Illustrative/Indicative List of Trains (in addition to the Annexure 3 of RFP) is given below:

SER Suburban: 31 no.s of 12 Car Rake Links- EMU services

Kolkata Metro: 25 no.s of 8 coach Rake links

1.2 Annexure-2- List of Railway Stations

List of Wi-Fi enabled Railway Stations attached as Annexure-2 of Corrigendum-2

1.3 Annexure-3- Technical Evaluation Table

1.3.1 Technical Evaluation shall be based on the following parameters and associated Weightage:

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
	TOTAL MARKS		100	
I- Experience in monetization of content			15	
1	Annual Advertisement Revenue	INR \geq 20 Cr and $<$ 50 Cr	3	Audited Balance sheet Single Bidder: Single bidder or Consortium: Any or All members
		INR \geq 50 and $<$ 200 Cr	6	
		INR \geq 200 and $<$ 300 Cr	10	
		\geq INR 300 Cr	12	
2	Annual Subscription revenue	INR \geq 5 Cr and $<$ 10 Cr	0.5	Audited Balance sheet for Single Bidder: Single bidder or
		INR \geq 10 and \leq 20Cr	1.5	
		$>$ INR 20 Cr	3	

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
				Consortium: Any or All members
	II- Relevant past experience	A Bidder can provide documents for Either II-A- Digital Platform Experience OR II-B- Experience in Managing Content	35	
	II-A- Digital Platform Experience		35	
	Ability to build and manage App		15	
3	Ability to build and manage App	More than 5 million downloads	15	A Single app will be considered for no of downloads counted from no. of downloads from Google Playstore and/or Apple Appstore
		One million to Five million downloads	10	
		>500 K to One million downloads	5	
		Min 100K to 500K downloads	3	Single Bidder: Single bidder or Consortium: Any or All members

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
	No. of IPR held in the field of Content/ Digital Platform/ Digital Experience Monetization		10	
4	No. of IPR held in the field of Content/ Digital Platform/ Digital Experience Monetization	10 or above	10	Documentary Evidence- IPR Certificate of Valid on the date of bid submission Single Bidder: Single bidder or Consortium: Any or All members
		5 to max 9	5	
		Min. 1 to max 4	3	
	Years of Experience in Digital Platform		10	
5	Years of Experience in Digital Platform	More than 5 years	10	Documentary Evidence- Self Certificate with listing details at Google Playstore and/or Apple Appstore Single Bidder: Single bidder or Consortium: Any or All members
		More than 2 Years to 5 years	5	
		Min 1 year to 2 years	3	

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
II-B- Experience in Managing Content			35	
	Availability of Content Library by Hours		15	
6	The availability and ownership /license of content library by hours	Content library ≥ 1000 and < 5000 hours	8	Content Reports/Content agreements/ Audit Licence Authorization from Content owners/License holder for min. one year (from the date of bid opening) of this bid. Single Bidder: Single bidder or Consortium: Any or All members
		Content library ≥ 5000 hours	15	
	Content Library Freshness		5	
7		Fresh content $\Rightarrow 100$ and < 2500 hours	1	

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
	The bidder has to provide fresh content library (commissioned/ non-commissioned content) which is produced within last 5 years from the date release of this RFP	Fresh content \Rightarrow 2500 and \leq 5000 hours	3	Content Audit Reports/Content Licence agreements/ Authorisation from Content owners/distributors for min one year for this bid (from the date of bid opening) Single Bidder: Single bidder or Consortium: Any or All members
		Fresh content > 5000 hours	5	
	Content Genre		15	
8	Content library \geq 1000 and < 5000 hours	Hindi (GEC + Movies) - 50% of content library	2.5	Content Audit Reports/Content Licence agreements/ Authorization from Content owners/License holder for min. one year (from the date of bid opening) of this bid. Single Bidder: Single bidder
		*Regional (GEC + Movies) -	2.5	

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
		30% of content library		or Consortium: Any or All members
		*primarily languages - Tamil, Telugu, Bengali, Marathi, Punjabi, Gujarati, Bhojpuri, Kannada, Malayalam, Oriya		
	Content library =>5000 hours	Other (Kids, Music, Lifestyle, English Movies & Entertainment)	2.5	
		20% of content library		
	Content library =>5000 hours	Hindi (GEC + Movies) -	5	
		50% of content library		
		*Regional (GEC + Movies) -	5	

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
		30% of content library		
		*primarily languages - Tamil, Telugu, Bengali, Marathi, Punjabi, Gujarati, Bhojpuri, Kannada, Malayalam, Oriya		
		Other (Kids, Music, Lifestyle, English Movies & Entertainment)	5	
		20% of content library		
III	Experience in Transport Sector:		5	
9	Experience in Transport Sector:	Fleet size less than 1	0	Work Order with Completion Certificate
		Fleet Size ≥ 1 and < 25	3	
	Experience of deploying content box/ solution in different modes of transport in terms of fleet size	Fleet Size ≥ 25 and ≤ 50	4	Single Bidder: Single bidder or
		Fleet Size > 50	5	

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
	<p>Fleet Size * (i.e. number of trains, buses, metro's, cabs, airplanes, steamers, etc.).</p> <p><i>* Fleet size will be counted as 1 for the following modes of transport:</i></p> <p><i>Railways: One Coach= 1 Fleet</i></p> <p><i>Road Transport: One Bus= 1 Fleet</i></p> <p><i>Air: One Aircraft= 1 Fleet</i></p> <p><i>Water: One steamer= 1 Fleet, etc.</i></p>			Consortium: Any or All members
IV	Experience in Railways		5	
10	Experience in implementing Work/Proof of Concept for Railways/ Metro for delivering Content on Demand as a service	No. of trains >1 and <=3	1	Satisfactory working certificate from customer
		No. of trains >3 and <=5	3	
		No. of trains >5	5	
V	Compliance		19	

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
11	Compliance to Functional Requirement Specification	Successful compliance to Functional Requirement Specification as specified in the RFP given to the bidder	7	FRS compliance table (Tech Form 12) of Section 4 of the RFP
12	Compliance to Railways Technical Requirement guidelines		1	Technical design document to be submitted by the bidder as per Tech form 4 of Section 4 of the RFP
13	<p>Understanding of the complexity of the project.</p> <ul style="list-style-type: none"> • Type of content • Content Management • Content Catalogue • Billing System 		2	Tech form 5 of Section 4 of the RFP
14	Approach & Methodology for execution of the project		4	Tech form 5 of Section 4 of the RFP
15	Solution proposed for delivery of Content on Demand as a service		4	Tech form 4 of Section 4 of the RFP

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
16	Work plan		1	Tech form 6 of Section 4 of the RFP
	Total A			
VI	Solution proposed- Demo & Business and Technical presentation		16	
17	<p>Demonstration of the technology solution proposed as a COD solution for Railways. The bidders are required to showcase the following functionalities as a part of the demo:</p> <ul style="list-style-type: none"> • Showcase by allowing access to various no. of users simultaneously • User Design Experience • Buffer free streaming • Payment functionality • Ease of accessibility • Compliance to technical and functional requirements as mentioned in RFP • Solution capability demonstration such as resilience, scalability etc. • Any salient or proprietary features 	Understanding of the Content on Demand Solution Scope of Work , Objectives and Key Functionalities required in the mobile application	8	Demonstration at the time of technical evaluation
18	Presentation and answers to queries	a) Understanding of scope of work	8	Presentation at the time of technical evaluation

S. No	Evaluation Criteria	Parameter	Maximum Marks	Documentary Evidence
		b) Approach and Methodology for implementation and operation & maintenance phase c) Project management (project timelines, risk mitigation plan etc.) d) High level architecture and solution offered e) Business case <ul style="list-style-type: none"> • Adequacy of assumptions • Revenue streams and revenue forecast • Capex and Opex expenditure and ROI analysis • Strategy to build CoD brand and marketing strategy • Revenue maximization plan • Railway information dissemination • Passenger engagement strategy • Governance model 		
Total Technical Score			100	

1.4 Annexure 4 – Updated Section 3- SCHEDULE 4: Minimum Guarantee Fee, Revenue Share and Third Party Service related Utility Charges

3.17. Minimum Guarantee and REVENUE SHARE

- a. Bidder shall have to pay both quoted minimum guarantee as defined in para 3.17- b & c and revenue share based on year-wise slabs as defined in para 3.18 of this Corrigendum-2
- b. The selected bidder shall have to pay in advance the Minimum Guarantee in the manner set out in the Tender document/ Contract agreement. The first annual instalment of the Minimum Guarantee shall be paid to Railtel within 60 (sixty) days of issue of LOA.
- c. The Bidder/ DESP shall pay each annual instalment of the Minimum Guarantee in advance within 7 (seven) days from the start of the relevant annual period, calculated from the successful award of the contract for year 2 onwards.
- d. The Bidder shall have to pay the revenue share on monthly basis as per the revenue share defined in the Commercial model. The revenue share has to be accrued from the third quarter after the date of issue of LoA as illustrated in the table below. The revenue share component for the first two quarters of operations (from the date of issue of LoA) is exempted.

Please note, that the revenue share for any month shall be paid within 7 days of the commencement of the subsequent month.

Time Period	Minimum Guarantee	Revenue Share (monthly payout)
Year 1 (Quarter 1 and Quarter 2)	100% of Quoted Annual Minimum Guarantee (Within 60 (sixty) days of issue of LOA but in any case, before the date of execution of the agreement)	Exempted for Q1,Q2
Year 1 (Quarter 3 and Quarter 4)		Payable for Q3* & Q4* Revenue share for each month shall be paid within 7 days of commencement of corresponding month*

Year 2-10	100% of Quoted Annual Minimum Guarantee (Within 7 (seven) days from the start of the relevant annual period)	Payable monthly*. (Within 7 days of the commencement of subsequent month)

* Revenue share in month (for applicable year) = Total Revenue as computed according to the revenue slabs upto the month LESS total revenue paid in previous months (for the corresponding year) .

1.5 Annexure 5 – Updated Section 3- Schedule-7- SECURITY DEPOSIT- PERFORMANCE BANK GUARANTEE

Within 30 days of the receipt of notification of award (LoA) from RailTel, the successful bidder shall furnish a performance bank guarantee and issued by a Nationalized / Scheduled Bank.

3.27- ROLLING PERFORMANCE BANK GUARANTEE (ROLLING PBG): -

- a. The successful bidder shall submit a rolling PBG of value of quoted 50% amount of annual minimum guarantee to RailTel of 12 months validity for the 1st year within 30 days of issue of LoA.
- b. Delay in submission of PBG: Extension of time for submission PBG beyond 30 (thirty) days and up to the date of submission of PBG from the date of issue of LoA, may be given by the Authority, who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LoA. In case the bidder fails to submit the requisite PBG after 60 days from the date of issue of LoA, a notice shall be served to the bidder to deposit the PBG immediately (however not exceeding 90 days from the date of issue of LoA). In case the bidder fails to submit the PBG the requisite even after 90 days from the date of issue of LoA , the contract shall be terminated duly forfeiting Minimum Guarantee, EMD and other dues, if any payable against that contract. The failed DESP shall be debarred from participating in re-tender for CoD.
- c. From 2nd year onwards, DESP shall ensure to change the value of PBG to EITHER- Revenue shared with RailTel during the last applicable FY OR 50% amount of annual minimum guarantee (whichever is higher) and extend its validity by 12 months.
- d. The onus is on the successful bidder to ensure submission of rollover PBG (of 12 months validity) every year at least 30 days before the last date of completion of term of the previous PBG. However, no interest shall be payable on the performance bank guarantee by RailTel.
- e. The PBG shall remain valid 60 (sixty) days after completion/ termination of contract period. In case of any problem faced in migration of Digital platform due to lack of support from DESP, necessary recovery shall be deducted from PBG.
- f. A live PBG is to be maintained at all times and in case of non-adherence, the last valid PBG will be forfeited and RailTel reserves the right to terminate the contract.

1.6 Annexure 6 – Modified SLA and Penalty clauses

Modified Clauses:

SLA

S No	SLA Parameter	Description	Validation	Target	Penalty	Measurement tool
Post- Commissioning						
1a	Availability of COD (online)	DESP shall ensure that availability of COD as a service to the passengers on the train on all active hardware	Availability of COD on the personal device of passengers for at least 99.9% of time measured on monthly basis for a 24x7x365 time period. This SLA would not cover any circumstances that is beyond the control of bidder.	$\geq 99\%$	4a	Automated measurement tool to be developed as part of SLA monitoring tool to provide metric values against this parameter
1b	Service Availability (On board hardware- Offline+ Online)	The DESP must ensure that the hardware installation in trains is in a working condition	The hardware, if installed, shall be functional at least 99 % of time in all the coaches measured on monthly basis for a 24x7x365 time period. This SLA would not cover any circumstances that is beyond the control of bidder.	$\geq 98\%$	4b	Automated measurement tool to be developed as part of SLA monitoring tool to provide metric values against this parameter

Penalty

Severity Level	Penalty Description
4a	Availability of COD (online)
	% Availability Penalty to be paid on a quarterly basis

Severity Level	Penalty Description	
	<99% & >=98.5%	0.1% of the monthly Minimum Guarantee
	< 98.5% & >= 98%	0.2% of the monthly Minimum Guarantee
	< 98%	0.3% of the monthly Minimum Guarantee
4b	% Service Availability (On board hardware- Offline+ Online)	
	<98% & >=97%	0.1% of the monthly Minimum Guarantee
	< 97% & >= 96%	0.2% of the monthly Minimum Guarantee
	<96%	0.3 % of the monthly Minimum Guarantee

SLA

S No	SLA Parameter	Description	Validation	Target	Penalty	Measurement tool
Post- Commissioning						
9a	Payment Integration	Payment Response (Online) Service System	The Response Time for a given payment Service, is measured as the elapsed time from when the payment request is received at the entry point to DESP's system, until DESP's web service response is sent back to the Client, minus any time DESP's system has spent waiting for responses from downstream Third Party Processors.	<= 5 seconds	9a	Automated measurement tool to be developed as part of SLA monitoring tool to provide metric values against this parameter.

S No	SLA Parameter	Description	Validation	Target	Penalty	Measurement tool
9b	Payment Integration	Payment Response (Offline) Service System	The Response Time for a given payment Service, is measured as the elapsed time after getting network and syncing of offline transactions with CoD payment platform minus any time DESP's system has spent waiting for responses from downstream Third Party Processors.	<= 120 seconds	9b	Automated measurement tool to be developed as part of SLA monitoring tool to provide metric values against this parameter.

Penalty

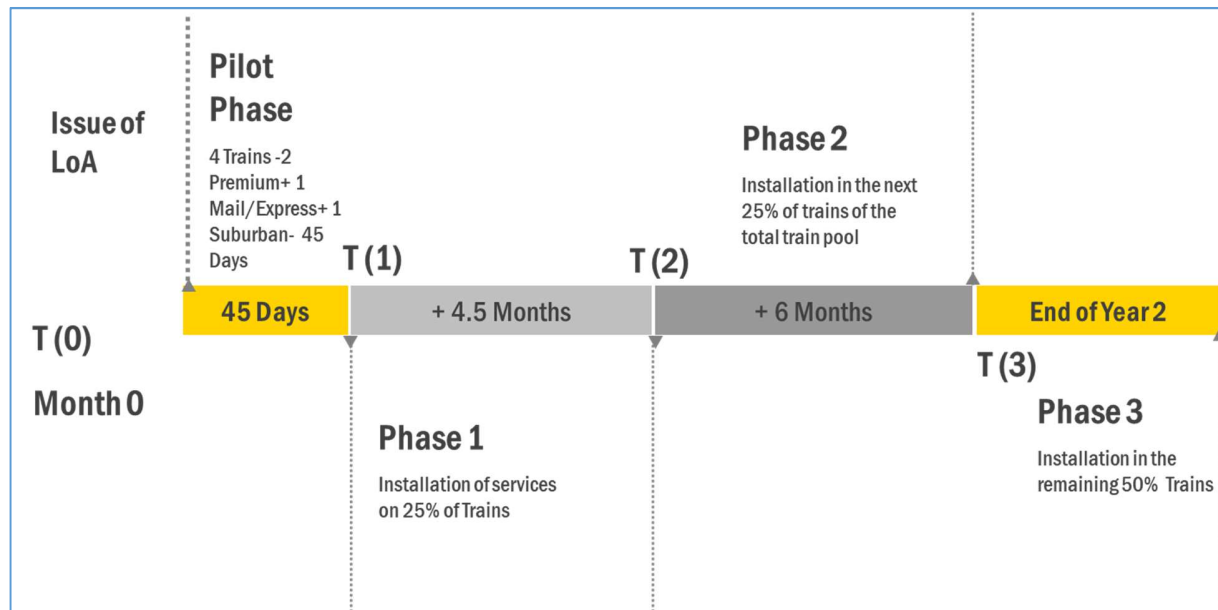
Severity Level	Penalty Description	
9a.	Payments service Response system (Online)	
	Response Time	Penalty to be paid on a quarterly basis
	>3 Sec and <= 5 secs	0.5% of the average monthly revenue earned through subscription
	>5 Sec and <=8 Secs	1% of the average monthly revenue earned through subscription
	>8 Sec	2% of the average monthly revenue earned through subscription
9b.	Payments service Response system (Offline)	
	Response Time	Penalty to be paid on a quarterly basis
	>120 secs and <= 150 secs	0.5% of the average monthly revenue earned through subscription
	>150 Sec and <=180 Secs	1% of the average monthly revenue earned through subscription
	>180 Sec	2% of the average monthly revenue earned through subscription

1.7 Annexure 7 – Updated Timelines

5.6-Timelines and Project Deliverables

The Bidder is expected to follow the deliverable schedule as mentioned below. Each of the deliverables should be accompanied with a status update on the task by the bidder to Railways with a detailed and exhaustive list of challenges. The completion schedule will be carefully monitored in line with the Service Level agreements and implementation schedule as mentioned in the contract. The below implementation schedule captures the timelines, with the underlined table detailing out the timeline blocks.

All the schedules of implementation and installation as defined below would start from the date of Issue of LoA. Please refer to the schedule mentioned below for the phases of implementation.



SN	Deliverable	Timelines
1	Rollout in the first 4 Trains (2 Premium + 1 Mail Express+ 1 Suburban) for actual operation	T(0)+ 45 Days = T(1)
2	Successful completion of services in the first 6 months of the issue of LoA in 25% of trains	T(1) + 4.5 Months
3	Installation of COD services on the next 25% of the trains	T(1) + 11 Months
4	Installation of COD services on the remaining 50% of trains	T(1) + 23 Months

1.8 Annexure 8 – Ridership Data- Indian Railways

Approximate numbers of passengers booked																		
1st April 2018 to 31st March 2019																		
(In millions)																		
Description	CR	ER	ECR	ECoR	NR	NCR	NER	NFR	NWR	SR	SCR	SER	SECR	SWR	WR	WCR	METRO-Kol	Total IR
I. Suburban																		
2018-19	1611.3	1070.5	-	-	-	-	-	-	-	410.4	53.2	138.7	-	-	1293.4	-	213.3	4790.7
2017-18	1547.4	1031.5	-	-	-	-	-	-	-	401.7	54.2	136.9	-	-	1283.9	-	206.0	4661.6
Absolute Varn. over 2017-18	63.9	39.0								8.7	-1.0	1.8			9.5		7.4	129.2
%age Var. Over 2017-18	4.1	3.8								2.2	-1.8	1.3			0.7		3.6	2.8
II. Non Suburban																		
PRS (2018-19)	59.7	26.9	25.7	19.6	104.0	24.1	19.8	18.2	24.7	76.6	54.5	26.4	12.4	27.1	52.2	22.7		594.5
PRS (2017-18)	56.5	25.1	23.8	18.1	98.9	22.0	18.5	15.6	22.2	73.4	49.9	24.6	11.7	25.5	50.0	20.6		556.2
NON PRS (2018-19)	176.1	169.3	223.9	80.1	464.1	146.6	170.9	92.2	155.1	350.7	275.0	100.9	110.0	166.4	258.3	113.8		3053.3
NON PRS (2017-18)	176.8	166.6	225.5	77.9	473.8	148.5	178.2	86.8	151.3	339.2	274.9	98.2	111.7	170.8	272.9	116.0		3069.1

Total (2018-19)	235.8	196.2	249.5	99.7	568.1	170.7	190.8	110.3	179.9	427.3	329.5	127.3	122.3	193.5	310.5	136.4	-	3647.7
Total (2017-18)	233.3	191.7	249.3	96.0	572.8	170.5	196.8	102.4	173.5	412.6	324.9	122.8	123.4	196.3	322.9	136.6	-	3625.3
Absolute Varn. over 2017-18																		
PRS	3.3	1.8	1.9	1.5	5.0	2.2	1.3	2.5	2.6	3.2	4.5	1.8	0.7	1.6	2.3	2.1		38.3
Non PRS	-0.7	2.7	-1.6	2.2	-9.7	-1.9	-7.3	5.4	3.8	11.5	0.1	2.7	-1.8	-4.3	-14.6	-2.3		-15.9
Total Variation	2.6	4.5	0.3	3.7	-4.6	0.3	-6.0	7.9	6.4	14.7	4.6	4.5	-1.1	-2.8	-12.4	-0.1		22.4
%age Var. Over 2017- 18																		
PRS	5.8	7.3	8.0	8.1	5.1	9.9	7.0	16.3	11.6	4.3	9.1	7.2	6.1	6.2	4.6	10.4		6.9
Non PRS	-0.4	1.6	-0.7	2.9	-2.0	-1.3	-4.1	6.2	2.5	3.4	0.0	2.7	-1.6	-2.5	-5.4	-2.0		-0.5
Total Variation	1.1	2.4	0.1	3.9	-0.8	0.2	-3.0	7.7	3.7	3.6	1.4	3.6	-0.9	-1.4	-3.8	-0.1		0.6
III. Sub + Non-Sub																		
2018-19	1847.1	1266.7	249.5	99.7	568.1	170.7	190.8	110.3	179.9	837.7	382.7	266.0	122.3	193.5	1603.9	136.4	213.3	8438.5
2017-18	1780.7	1223.1	249.3	96.0	572.8	170.5	196.8	102.4	173.5	814.3	379.1	259.7	123.4	196.3	1606.8	136.6	206.0	8286.9
BP (2018- 19)	1782.2	1224.5	258.4	96.4	572.8	171.0	197.6	102.8	174.3	815.1	380.7	260.0	124.9	197.1	1611.5	137.2	207.6	8314.0
Absolute Varn. over 2017-18	66.4	43.5	0.3	3.7	-4.6	0.3	-6.0	7.9	6.4	23.4	3.6	6.3	-1.1	-2.8	-2.9	-0.1	7.4	151.6
%age Var. Over 2017- 18	3.7	3.6	0.1	3.9	-0.8	0.2	-3.0	7.7	3.7	2.9	0.9	2.4	-0.9	-1.4	-0.2	-0.1	3.6	1.8
Absolute Varn. over BP	64.9	42.2	-8.8	3.2	-4.7	-0.3	-6.9	7.5	5.6	22.6	1.9	6.0	-2.6	-3.6	-7.6	-0.7	5.7	124.5
%age Var. Over BP	3.6	3.4	-3.4	3.3	-0.8	-0.1	-3.5	7.3	3.2	2.8	0.5	2.3	-2.1	-1.8	-0.5	-0.5	2.8	1.5

Trains wise Occupancy				
	FY-2018-19	FY-2017-18	FY-2018-19	FY-2017-18
Train Type	Berth Potential	Berth Potential	Actual Passengers travelled	Actual Passengers travelled
Composite	17358702	13559163	19646519	15257215
Darjeeling	157261	83384	97411	51151
Double Decker	3893374	3865161	3343744	3138801
Duronto	7512223	7369672	7091238	6792661
Express	196304586	191309049	227792987	214858083
Garibrath	8377434	8286121	8832507	8500212
Gatiman	562342	460736	459557	326763
Humsafar	4661009	1701000	3332327	1192561
Intercity	15669657	16053333	10258376	9774522
Jan-Shatabdi	24257787	22566982	19758442	17751440
Mahamana	1193716	727187	803773	507326
Maitree	100896	101329	87995	79533
Non Tatkal Special	1955114	2781297	1556419	2250455
Ordinary	9317349	10188152	8024963	8987588
Rail Motor	273660	199632	268554	184091
Rajdhani	11623583	10814353	11088845	10029600
Sampark Kranti	7645323	7628437	8661289	8399647
Shatabdi	17198887	16691943	13043865	12191226
Superfast	205120302	198719528	241437428	227755109
Suvidha	691506	920291	539686	688386
Tatkal Special	9182940	9400597	8575901	7636322
Tejas	508528	377492	348424	206745
Train-18	69936	-	85524	-
TOTAL	543,636,115	523,804,839	595,135,774	556,559,437

1.9 Annexure-9- Updated Railway Coaching Stock Design

Updated Railway Coaching Stock Design attached as Annexure-9 of Corrigendum-2

1.10 Annexure-10- Agreement Format

CONTRACT AGREEMENT OF SERVICES

RailTel Corporation of India Ltd

Contract Agreement No. _____

Dated _____

ARTICLES OF AGREEMENT made this day of20..... between RailTel Corporation of India Ltd hereafter called the “RailTel” of the one part and _____

herein after called the “Digital Entertainment Service Provider-DESP” of other part.

WHEREAS the DESP has agreed with the RailTel for performance of the services- Content on Demand-CoD in the Schedule hereto annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

Now THIS INDENTURE WITNESSETH that in consideration of permission for development, operation, and monetization of Digital Platform for CoD given by RailTel, the DESP will duly perform the said Services as per the payment and implementation and operation schedule as per LoA no. _____ and the RFP No. RailTel/Tender/OT/CO/NTP/2019-20/COD/497 dtd. 01.10.2019 and subsequent Corrigendums and shall execute the same with great promptness, care and accuracy to the satisfaction of the RailTel and will complete the same in accordance with the said specifications and said drawings and said terms & conditions of contract on or before the _____ day of _____ 20_____ and will observe, fulfill and keep all the conditions therein mentioned (within shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein).

(Signature).....

DESP.....

Signature

RailTel (Designation)

(For RailTel Corporation of India Ltd)

Address.....

Address

Date.....

Date

1.11 Annexure-11- Section 4- 4.1- Response to Eligibility Criteria (Summary)

Form 4.1 – Response to Eligibility Criteria (Summary)

S. No.	Item	Description	Documentary Evidence	Applicability	Reference In Bid (Section/Page No.)
1.	Annual Turnover	<p>The bidder should have an average cumulative turnover of at least INR 450 Crores in the last 3 financial years (FY 2016-17, 2017-18 and 2018-19).</p> <p>(In case of Consortium- Lead Bidder should have atleast 25% of the prescribed annual turnover)</p>	<ul style="list-style-type: none"> • Extracts from the audited Balance sheet and Profit & Loss statements <p style="text-align: center;">And</p> <ul style="list-style-type: none"> • Certificate from the Statutory Auditor 	<p>Bidder refers to either the single bidder</p> <p style="text-align: center;">Or</p> <p>Consortium member (s) jointly (including atleast 25% of the prescribed annual turnover of Lead Bidder)</p>	
2.	Net worth	The bidder should have positive net worth as on date of bid submission	Duly certified statement from the Statutory Auditor for the last 3 financial years	<p>Bidder refers to Single Bidder</p> <p style="text-align: center;">Or</p>	

S. No.	Item	Description	Documentary Evidence	Applicability	Reference In Bid (Section/Page No.)
				primary/ lead bidder in case of consortium	
3.	Incorporation of the Firm, Legal Entity	<p>The bidder could be</p> <ul style="list-style-type: none"> A company incorporated in India under the Companies Act, 1956 or Companies Act 2013 (as amended till date), and subsequent amendments thereto <p>Or</p> <ul style="list-style-type: none"> An entity registered under LLP Act 2008 and subsequent amendments thereto. <p>Or</p> <ul style="list-style-type: none"> The firm should be incorporated outside India 	Copy of Certificate of Incorporation	<p>Bidder refers to Single Bidder</p> <p>Or</p> <p>primary/ lead bidder in case of consortium</p>	
4.	Criteria related to Government Regulation	The Bidder should not be blacklisted or banned or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Government/ PSU/ Autonomous Body (Under Any government law) in India or abroad as on last date of submission of the Bid.	An undertaking from Authorized Signatory.	The Bidder refers to the single bidder or to all members in case of consortium	

S. No.	Item	Description	Documentary Evidence	Applicability	Reference In Bid (Section/Page No.)
5.	Relevant Experience	<p>The Bidder/ consortium members should have relevant experience in India or abroad in providing</p> <ul style="list-style-type: none"> Content either as content IP owner/ Linear Broadcaster/ Aggregator/ OTT player in Media & Entertainment industry. <p>Or</p> <ul style="list-style-type: none"> In providing technology solution in entertainment domain for Transport/ Railways Sector <p>Or</p> <ul style="list-style-type: none"> Monetisation through either advertisements or subscriptions <p>Or</p> <ul style="list-style-type: none"> has already Created an APP with minimum 100 K downloads 	<ul style="list-style-type: none"> Work Order or engagement letter + Completion Certificates from the client; <p>Or</p> <ul style="list-style-type: none"> Work Order or engagement letter + Self Certificate of Completion (Certified by the Statutory Auditor); <p>Or</p> <ul style="list-style-type: none"> Work Order or engagement letter + Phase Completion Certificate (for ongoing projects) from the client Please provide project details as per Tech Form 8 in Section-4. <p>Documentary Evidence for App Experience:</p> <p>A Single app will be considered for number of downloads counted from number of downloads from Google</p>	<p>The Bidder refers either to single bidder or in case of consortium any or all</p> <p>members of Consortium</p>	

S. No.	Item	Description	Documentary Evidence	Applicability	Reference In Bid (Section/Page No.)
			<p>Playstore and/or Apple Appstore as on date of Bid Opening.</p> <p>(Bidder should write name of App along with total number of downloads with details in his offer letter in Section-IV- Form-4.1- Response to Eligibility Criteria (Summary)- SN-5: Relevant Experience (under column- Reference In Bid (Section/Page No.)))</p>		

1.12 Annexure-12- Format- Undertaking from the Parent Company/ Subsidiary Company

FORMAT FOR NOTARIZED UNDERTAKING TO BE SUBMITTED BY PARENT/SUBSIDIARY COMPANY

(To be submitted in case the Bidder as Subsidiary/ Parent is utilizing credentials of Parent/Subsidiary Company)

*(To be executed on the letter head of the parent/Subsidiary company) ***

I *(Name and designation)***..... appointed as the attorney/authorized signatory[#] of *(Name of Parent/ Subsidiary Company)*** being Parent/ Subsidiary Company (hereinafter called the Subsidiary/Parent Company) of the Bidder as Subsidiary/ Parent, M/s. _____ (hereinafter called the Bidder) for the purpose of the Proposal for the work of ...(name of work)..... as per the Bid document No. _____ of RailTel, do hereby solemnly affirm and state on behalf of the Subsidiary/Parent Company that the bidder has been authorized by us to use our technical and or financial capability for meeting the technical and/or financial eligibility as specified in the Clause Of the RFP referred and in case of failure of the Bidder as Subsidiary or Parent, we will be wholly responsible for the successful completion of work proposed to be rendered by the Bidder as Subsidiary/Parent.

1.

SIGNATURE OF THE AUTHORISED SIGNATORY

SEAL OF THE PARENT/SUBSIDIARY COMPANY

*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably.*

The documentary proof for authorizing the signatory on behalf of the parent/ subsidiary company in the form of Resolution of the company, power of attorney etc as applicable.