

Corrigendum - 1 for Request for Proposal
To Build, Operate and Maintain Railway Display Network



RailTel Corporation of India Ltd.

Plot No. 143, Institutional Area, Sector -44

Gurgaon-122003, Ph: 0124-4236085-86, Fax: 0124-4236084

Website: www.railtelindia.com

1 Corrigendum for Request to Build, Operate and Maintain Railway Display Network

In reference to the Request for Proposal to build, operate and maintain Railway Display Network reference no. RailTel/RFP/OT/CO/DNM/2017-18/RDN/385 dated: 17th July 2017, all are advised to note following:

S. No.	RFP Reference	Original Version	Modified Version																																
1	Section 3.1.1.1 (Point 6.6 in Business Resilience Section)	Solution should be able to provide source code left in escrow with RailTel customized and developed for RDN.	Clause deleted.																																
2	Section 6 – Commercial Terms (21 slab table)	<table> <tr> <th>Slab</th><th>Slab Range for respective region in INR</th><th>Successful bidder's share for respective region</th><th>RailTel's Share</th></tr> <tr> <td>Slab – 1</td><td><=600 crore</td><td>60%</td><td>40%</td></tr> <tr> <td>Slab – 2</td><td>> 600 crore and <=700 crore</td><td>59%</td><td>41%</td></tr> <tr> <td>Slab – 3</td><td>> 700 crore and <=800 crore</td><td>58%</td><td>42%</td></tr> </table>	Slab	Slab Range for respective region in INR	Successful bidder's share for respective region	RailTel's Share	Slab – 1	<=600 crore	60%	40%	Slab – 2	> 600 crore and <=700 crore	59%	41%	Slab – 3	> 700 crore and <=800 crore	58%	42%	<table> <tr> <th>Slab</th><th>Slab Range for respective region in INR</th><th>Successful bidder's share for respective region</th><th>RailTel's Share</th></tr> <tr> <td>Slab – 1</td><td>Less than or equal to 600 crore</td><td>65%</td><td>35%</td></tr> <tr> <td>Slab – 2</td><td>> 600 crore and <=700 crore</td><td>63%</td><td>37%</td></tr> <tr> <td>Slab – 3</td><td>> 700 crore and <=800 crore</td><td>60%</td><td>40%</td></tr> </table> <p>Slab 4 onwards, the percentage split remains unchanged.</p>	Slab	Slab Range for respective region in INR	Successful bidder's share for respective region	RailTel's Share	Slab – 1	Less than or equal to 600 crore	65%	35%	Slab – 2	> 600 crore and <=700 crore	63%	37%	Slab – 3	> 700 crore and <=800 crore	60%	40%
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3	Section 10 – Eligibility Criteria (Point 1)	Sum of annual turnover of all consortium partners in each of the last 3 financial years should be INR 1000 Crores	Sum of annual turnover of all consortium partners in each of the last 3 financial years should be INR 500 Crores																																

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4	Section 10 – Eligibility Criteria (Point 6)	<p>Sum of annual turnover of all consortium partners in each of the 3 financial years solely from the advertisement/ content distribution business should be INR 100 Cr</p> <p>OR</p> <p>Sum of annual turnover of all consortium partners in each of the 3 financial years solely from the Digital Out of Home (DOOH) advertisement/digital advertisement business should be INR 25 Cr</p>	<p>Sum of annual turnover of all consortium partners in each of the 3 financial years and current year solely from the advertisement/ content distribution business should be INR 100 Cr</p> <p>OR</p> <p>Sum of annual turnover of all consortium partners for last 3 financial years (cumulative) and current year solely from the Digital Out of Home (DOOH) advertisement/digital advertisement business should be INR 25 Cr</p>
5	Section 3.1.1.2	Media players should offer interfaces for remote monitoring and configuration services (such as those defined by the Video Electronics Standards Association (VESA)).	Media players should offer interfaces for remote monitoring and configuration services (such as those defined by the Video Electronics Standards Association (VESA) or Digital Place Based Advertisement Associate (DPAA)).
6	Section 3.1.1.2 (Functional & Technical Specs of display and media controllers table)	<p>Resolution:</p> <p>In case of LCD - Full HD or better. In case of LED board resolution should be minimum 640X480</p>	<p>Resolution:</p> <p>In case of LCD - Full HD or better. In case of LED, as per solution .proposed and shall be better than pitch specified in the RFP</p>
7	Annexure 24: MAF	Following such termination, furnishing at no cost to RailTel, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.	Following such termination, furnishing at no cost to RailTel, the blueprints, design documents, operations manuals, standards and specifications of the Products, if requested.
8	Section 6: Commercial Terms (Reserve Price Table)	Reserve price i.e. minimum annual commitment (INR Crores) to be quoted (table)	Updated table for Reserve price i.e. minimum annual commitment (INR Crores) to be quoted is mentioned in Annexure 1 (Updated Reserve Price Table) of this corrigendum.
9	Section 6: Commercial Terms	The escrow shall be set-up in a public sector bank in India.	The escrow shall be set-up in a scheduled commercial bank in India.
10	Section 3.1.1.2 (Functional & Technical Specs of display and	<p>Applicable for all display screen types mentioned in the RFP:</p> <p>Safety Certification: FCC, CE, UL OR FCC, CE, UL/ETL</p>	<p>Applicable for all display screen types mentioned in the RFP:</p> <p>Safety Certification: FCC, CE, BIS</p>

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	media controllers table)		
11	Section 14.20 (Point 3)	The arbitration shall be conducted by a sole arbitrator appointed by CMD/RailTel in accordance with the provisions of the act.	The arbitration shall be conducted by a team of 3 arbitrators. CMD, RailTel and Lead Consortium Member will propose 1 arbitrator each. The 2 arbitrators thus chosen will mutually on-board/ nominate the third (3 rd) arbitrator in accordance with the provision of the act.
12	Section 10 – Eligibility Criteria (Point 4)	<p>None of the consortium partner should be currently blacklisted by any of the PSUs/state or central ministries/Regulatory body/Government bodies and should not be currently under litigation with Indian Railways/ RailTel</p> <p>Documents Required – Self-Declaration from each of the consortium partners</p>	<p>None of the consortium partner should be currently blacklisted by any of the PSUs/state or central ministries/Regulatory body/Government bodies and should not be currently under litigation with Indian Railways/ RailTel</p> <p>Documents Required – Registered Affidavit in stamp paper from each of the consortium partners</p>
13	Section 2: RDN Ecosystem	<p>RDN shall be the exclusive advertising medium through controllable signage at the stations which includes station building, concourses, platforms, FoBs but excludes circulating areas.</p> <p>For the purposes of this RFP, controllable signage here in referred to as “Active Signage” is defined as all signage systems that can change their display via any electronic/electrical means. The system should be remotely monitored. All such active signage display solutions will also include any future display technology that is currently not available.</p> <p>However, RDN display screens would be permitted on a separate structure immediately adjacent to station building near the entrance to the concourse/platforms, only if placing of such boards is not feasible on the building due to heritage structure, façade etc. and normally two such RDN display screens will be permitted at each entrance of a station. Static signage shall not be part of RDN.</p>	<p>RDN shall be the exclusive advertising medium through controllable displays at the stations which includes station building, concourses, platforms, FoBs but excludes circulating areas.</p> <p>For the purposes of this RFP, controllable display here in referred to as “Active Display” is defined as all display systems that can change their display via any electronic/electrical means. The system should be remotely monitored. All such active display solutions will also include any future display technology that is currently not available.</p> <p>However, RDN display screens would be permitted on a separate structure immediately adjacent to station building near the entrance to the concourse/platforms, only if placing of such displays is not feasible on the building due to heritage structure, façade etc. and normally two such RDN display screens will be permitted at each entrance of a station. Static signage shall not be part of RDN.</p>
14	Section 3.1.2.1 (Last Paragraph)	<p>Indian Railways shall also novate the existing contracts to the successful bidder in order to enhance the value of advertising assets. The existing contracts or its revenue shall pass on to the successful</p>	<p>Clause Deleted</p> <p>The current contract will remain with Indian Railways till expiry</p>

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		bidder until the expiry of such contracts. The advertising assets of existing commercial publicity contracts shall not form part of the license until after the expiry/ termination of such contracts	
15	Section 3.1.1.2 (Functional & Technical Specs of display and media controllers table)	Applicable for all display screens: External Control Input: RS-232c (In/out)/ RJ45/ IR Receiver, Pixel Sensor	Applicable for all display screens: External Control Input: RS-232c (In/out)/ RJ45/ IR Receiver
16	Section 3.1.1.2 (Functional & Technical Specs of display and media controllers table)	Applicable for all LED screens: Energy Star Certification: Energy Star 6.0 certified or higher	Applicable for all LED screens: Requirement deleted.
17	Section 3.1.1.2 (Functional & Technical Specs of display and media controllers table)	Applicable for all type of screens: The display unit should include Brightness sensor with automated brightness control	Applicable for all LED display boards only
18	Section 2: RDN Ecosystem	-	Refer Annexure 2: Updated list of in-scope stations
19	Section 11.1.2	-	Refer Annexure 3: Functional and Technical Requirements – Mandatory
20	Section 3.1.1.1 (Point 1.11 in Content Delivery Capability)	Solution should be able to display Graphical, animated and static display in various formats	Solution should be able to display Graphical, animated and static content in various formats
21	Section 13.1 Point 5	5.4.1. Any consortium cannot submit more than one (1) bid within a region 5.4.2. Any consortium member cannot be a part of more than one consortium	5.4.1. Any consortium cannot submit more than one (1) bid within a region 5.4.2. Any consortium member cannot be a part of more than one consortium in a region

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		<p>5.4.3. In case the bidder is participating as a consortium in both the regions, then the constituting consortium members in both the regions should be exactly the same</p> <p>5.4.4. If any organization is willing to participate in both the regions in a consortium with other organizations, then it needs to ensure that exactly the same consortium participates in both the regions.</p>	<p>5.4.3. In case any bidder is participating as a lead bidder of consortium in any region and also wants to participate as a consortium member in the second region, then it will have to participate as the lead bidder of the consortium in the second region also.</p> <p>Point 5.4.4 stands deleted. (The above point is not applicable now)</p>																																
22	Section 11.1.1 (Past Experience – evaluation criteria)	<table border="1"> <tr> <th colspan="3">F Sum of annual turnover of consortium member(s) from Digital OOH related work/ services over last 3 financial years</th><th>10</th></tr> <tr> <td></td><td>Greater than INR 75 Crores</td><td>10</td><td></td></tr> <tr> <td></td><td>Greater than INR 50 Crores and less than INR 75 Crores</td><td>8</td><td></td></tr> <tr> <td></td><td>Greater than INR 25 Crores and less than INR 50 Crores</td><td>5</td><td></td></tr> </table>	F Sum of annual turnover of consortium member(s) from Digital OOH related work/ services over last 3 financial years			10		Greater than INR 75 Crores	10			Greater than INR 50 Crores and less than INR 75 Crores	8			Greater than INR 25 Crores and less than INR 50 Crores	5		<table border="1"> <tr> <th colspan="3">F Sum of annual turnover of all consortium partners across the last 3 financial years solely from the Digital Out of Home (DOOH) advertisement/digital advertisement business</th><th>10</th></tr> <tr> <td></td><td>Greater than INR 50 Crores</td><td>10</td><td></td></tr> <tr> <td></td><td>Greater than INR 30 Crores and less than INR 50 Crores</td><td>8</td><td></td></tr> <tr> <td></td><td>Greater than INR 25 Crores and less than INR 30 Crores</td><td>5</td><td></td></tr> </table>	F Sum of annual turnover of all consortium partners across the last 3 financial years solely from the Digital Out of Home (DOOH) advertisement/digital advertisement business			10		Greater than INR 50 Crores	10			Greater than INR 30 Crores and less than INR 50 Crores	8			Greater than INR 25 Crores and less than INR 30 Crores	5	
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23	Section 3.2 Implementation Services	Note: In case the successful bidder has not been able to operationalize RDN at any station in 3 years from the date of issue of LOA, then RailTel at its own discretion shall obtain back the exclusive rights of RDN for such stations from the respective successful bidder without any change in minimum commitment/commercial obligation and may award such stations to any other selected party.	Note: In case the successful bidder has not been able to operationalize RDN at any station within 1 year after the scheduled roll-out deadline for that station (basis station's category) , then RailTel at its own discretion shall obtain back the exclusive rights of RDN for such stations from the respective successful bidder without any change in minimum commitment/commercial obligation and may award such stations to any other selected party.																																
24	Section 12.2 Bid Data Sheet	<p>Bid Submission last date and time for Region 1 and Region 2 = 06 September 2017 at 1500 hrs.</p> <p>Technical Bid Opening date and time for Region 1 and Region 2 = 06 September 2017 at 1530 hrs</p>	<p>Bid Submission last date and time for Region 1 and Region 2 = 15 September 2017 at 1500 hrs.</p> <p>Technical Bid Opening date and time for Region 1 and Region 2 = 15 September 2017 at 1530 hrs</p>																																

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25	Section 3.1.1.1 Point 6 – Seamless Experience	New Clause Added.	<p>In the case the bidder is interested in developing a companion app to provide information to passengers, it may be noted that RailTel intends to have a unified app strategy wherein the passenger can have a seamless experience across the country between both the RDN & COD (Content on Demand) applications. RailTel intends to achieve this while allowing for open and fair innovation and competition in the following manner:</p> <ol style="list-style-type: none"> The successful bidders for RDN and COD (Content on Demand) platforms will be allowed to create their own app backend on Rail Cloud. A committee comprising of all successful bidders chaired by RailTel will ensure a consistent UX and common APIs to seamlessly work with each other. RailTel expects there will be duplication of features in the spirit of competition which will ultimately foster innovation and benefit the passenger. RailTel may consider providing separate SSID's to CoD/RDN partners where station WiFi is available for a seamless experience. Keeping the size of RDN revenue and investment potential, RailTel deems it necessary to ensure the landing page of the app is always served by the local area's RDN partner. 												
26	Section 2: RDN Ecosystem (Segregation of Duty)	<table> <tr> <th>S. No.</th><th>Activity</th><th>Successful Bidder</th><th>RailTel</th></tr> <tr> <td>11</td><td>Supply of Content Delivery Network (CDN) software</td><td>-</td><td>Yes</td></tr> <tr> <td>12</td><td>Install, Commission, Operate and Maintain the CDN solution</td><td>Yes</td><td>-</td></tr> </table>	S. No.	Activity	Successful Bidder	RailTel	11	Supply of Content Delivery Network (CDN) software	-	Yes	12	Install, Commission, Operate and Maintain the CDN solution	Yes	-	Point 11 and 12 in the 'segregation of duty' table stand deleted.
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11	Supply of Content Delivery Network (CDN) software	-	Yes												
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27	Section 11.3.1 (Selection Procedure)	Section 11.3.1 (Complete Section)	Provisions of this section have been updated. The full updated section is mentioned in Annexure 4: Updated Selection Procedure Section of this document.																								
28	Across Document (wherever applicable)	General Instruction	<p>All instances where LoA has been mentioned in the RFP and corresponds to the period prior to the execution of the “Contract” are to be read as Letter of Intent (LoI) and not as Letter of Award (LoA).</p> <p>All timelines/ milestones which currently have Letter of Award (LoA) as a reference point will now have “Date of execution of Contract” as the sole reference point.</p>																								
29	Section 13.3 (Duration of Contract)	The contract period will commence from the date of issue of Letter of Award (LOA). The LOA would be provisional. Enforceable contract would be executed only on successful financial closure as mentioned in section 8 of this RFP. The term of the contract shall be valid for period of 10 years including implementation time period. The contract duration may be extended with mutual consent between RailTel and the successful bidder on mutually agreed terms and condition which will be reviewed and can be revised if required. The period of such extension shall be at the sole discretion of RailTel.	The contract period will commence from the date of issue of Letter of Intent (LoI). The LoI would be provisional. Enforceable contract would be executed only on successful financial closure as mentioned in section 8 of this RFP. The term of the contract shall be valid for period of 10 years including implementation time period. The term of the contract doesn’t include the transition phase. The contract duration may be extended with mutual consent between RailTel and the successful bidder on mutually agreed terms and condition which will be reviewed and can be revised if required. The period of such extension shall be at the sole discretion of RailTel. RailTel may, at its sole discretion initiate a process to do best price discovery with the first right of refusal to the incumbent/ successful bidder for the extended period.																								
30	Section 5.1 Governance Structure	New Clause Added in Responsibilities of Steering Committee (Regional)	Can add/ modify/ delete the SLAs across the contract duration																								
31	Section 11.1.1 (Past Experience – evaluation criteria)	<table><tr><td>C</td><td>Cumulative Experience of consortium member(s) in deployment and management of digital display screens in Indian Railway premise</td><td>15</td></tr><tr><td></td><td>Greater than 200 digital display screens</td><td>15</td></tr><tr><td></td><td>101-200 digital display screens</td><td>12</td></tr><tr><td></td><td>Less than 100 digital display screens</td><td>10</td></tr></table>	C	Cumulative Experience of consortium member(s) in deployment and management of digital display screens in Indian Railway premise	15		Greater than 200 digital display screens	15		101-200 digital display screens	12		Less than 100 digital display screens	10	<table><tr><td>C</td><td>Cumulative Experience of consortium member(s) in deployment and management of digital display screens in Indian Railway premise</td><td>15</td></tr><tr><td></td><td>Greater than 200 digital display screens</td><td>15</td></tr><tr><td></td><td>101-200 digital display screens</td><td>12</td></tr><tr><td></td><td>50 - 100 digital display screens</td><td>10</td></tr></table>	C	Cumulative Experience of consortium member(s) in deployment and management of digital display screens in Indian Railway premise	15		Greater than 200 digital display screens	15		101-200 digital display screens	12		50 - 100 digital display screens	10
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32	Section 14- Terms & Conditions	Clause added- Section 14.30- Integrity Pact Program	<p>14.30. Integrity Pact Program</p> <p>a) RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 25 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel/REL will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel/REL before or along with the bids.</p> <p>b) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.</p> <p>Name of IEMs and contact details:</p> <p>a) Sh. Ashok Kumar e-mail: akgarg1654@gmail.com Garg, New Delhi</p> <p>b) Sh. Jayanta Kumar e-mail: jkroy.its@gmail.com Roy, Kolkata</p> <p>Name & contact details of Nodal Officer (IP) in RailTel:</p> <p>Chief Vigilance Officer RailTel Corporation of India Ltd Plot No 143, Sector 44, Gurgaon-122003</p>

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			<p>c) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.</p> <p>d) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.</p> <p>e) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.</p> <p>f) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Annexure-5 of this Corrigendum document.</p> <p>g) One copy of the Integrity Pact shall be retained by RailTel/REL and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.</p>

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33	Section 6- Commercial Terms	<p>However, bidder may quote the minimum commitment according to their business case and can quote the minimum commitment much higher than the reserved price mentioned above. The minimum year on year quote mentioned in the commercial bid shall be exclusive of taxes. Successful bidder shall bear all the applicable taxes for delivering the project. No taxes shall be passed on to RailTel or Indian Railways.</p>	<p>However, bidder may quote the minimum commitment according to their business case and can quote the minimum commitment much higher than the reserved price mentioned above. The minimum year on year quote mentioned in the commercial bid shall be exclusive of taxes. The successful bidder shall submit the reconciliation report for RailTel's payout (along with any reconciliation and penalty adjustment) for each quarter within 15 days from the completion of corresponding quarter, RailTel will raise invoice on quarterly basis for the amount calculated on the basis of mechanism devised in the RFP along with GST at the applicable rates. RailTel's payout for each quarter as per the invoice shall be settled and paid for within 15 days from the date of invoice.</p> <p>Note: The above text in bold font shall be applicable for all quarters.</p>
34	Section 10 – Eligibility criteria and Section 11 – Evaluation criteria	Updation	<p>Wherever revenue value or past experience criteria includes value for last three years, it should be read as last three years + current year. For current year revenue figure, the bidder is expected to produce certificate from CA. For past experience, the documentary proof for the current year remains same as the documents mentioned in the RFP</p>

1.1 Annexure 1 – Updated Reserve Price Table

The reserved price for minimum commitment, applicable for each region, year on year, is as mentioned in the table below:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Reserve price for minimum annual commitment to be quoted (INR Crores)	50	100	200	220	242	267	294	324	357	393

1.2 Annexure 2 – Updated list of in-scope stations

17 D category stations of Konkan Railway has been removed as the mandate is to only include category A1, A and B stations of Konkan Railway. The updated table is as follows:

Station Category	Stations List				Total
	North	East	West	South	
A	96	69	73	98	336
A1	26	13	18	18	75
B	69	59	65	114	307
C		267	120	96	483
D	331	229	189	234	1000
Total	522	637	469	560	2184

1.3 Annexure 3 – List of Mandatory Functional Requirements

The functional and technical specifications have been classified into two categories – Mandatory and Detailed. In case the bidder responds to any “mandatory” requirement as “Non-compliant”, RailTel may at its discretion reject the bid and not consider the same for further evaluation. The functional and technical requirement excel sheet release with the RFP comprises the “detailed” requirements. Following is the list of “Mandatory” requirements:

S. No.	Mandatory Requirement	Compliance (Yes/ No)	Bidder's remarks, if any
1	"Solution should be able to capture and display : a. scheduled arrival/ departure times of the trains, late running position and expected arrival/departure b. platform and coach information c. multi-lingual real-time information on every platform d. contextual passenger information		
2	Solution should have capability to push/display different content at different nodes/ platform/ stations.		
3	Solution should have capability of auction engine to allow users to perform auctions for pre-defined screen packages (single screen/ all screens of platform/ all screens of station/ group of stations etc.)		
4	Solution should have a multi-tier, open, scalable architecture.		

S. No.	Mandatory Requirement	Compliance (Yes/ No)	Bidder's remarks, if any
5	Solution should have capability to integrate with IT infrastructure of RailTel/Railway (eg. Billing, CRM, Portals, Authentication Platform)		
6	Solution should have security architecture capability such as User, superuser, admin, network, service, device level security management etc.		
7	Solution should have capability to support video ads and graphical ads		
8	Solution should have capability to display content in different regional Indian languages in addition to English.		
9	Solution should have capability of centralized monitoring system with Integrated dashboard including health monitoring, uptime etc.		
10	Solution should have reconciliation capabilities to reconcile and report relevant information like a. Slots sold vs. advertisements displayed b. Uptime of the screens during display period c. Content displayed at the screen at any given time etc.		
11	Solution should have a reporting, monitoring and a billing module as part of the solution (either as part of the solution or interfaced with the relevant modules)		
12	Solution should have capability to set customized advertising rate cards for any logical grouping		

1.4 Annexure 4 – Updated Selection Procedure Section

Section 11.3.1 Selection Procedure, now to be read as following:

RailTel aims to ensure that it selects two partners (one in each region) while ensuring maximum value. The following procedure would be followed to identify the successful bidder in each region:

1. The bidder getting the highest total score in each region shall be declared as the successful bidder for that respective region.
 - 1.1. In case there is a tie in score within a region, then bidder with higher technical score (out of 40) shall be declared as the successful bidder.
In case tie is still not resolved, RailTel may at its sole discretion decide to negotiate with the tied bidders.
2. If a lead bidder (whether participating individually or with consortium members) has submitted proposals for both the regions i.e. Region 1 and Region 2 and becomes the successful bidder in both the regions, then only one region would be awarded to this lead bidder. The successful bidder for each region would be selected such that option results in higher total score

Maximum (Total Score_{Option 1} **OR** Total Score_{Option 2})

Where,

Total Score_{Option 1} = Highest Total Score of Region 1 + Second Highest Total Score of Region 2

Total Score_{Option 2} = Highest Total Score of Region 2 + Second Highest Total Score of Region 1

The following table hypothetically illustrates the mechanism explained above.

	Total Scores (Region 1)	Total Scores (Region 2)
Bidder 1	96	94
Bidder 2	94	89
Bidder 3	92	88

Total Score_{Option 1} = 185 = 96 (Highest in Region 1) + 89 (Second Highest in Region 2)

Total Score_{Option 2} = 188 = 94 (Second Highest in Region 1) + 94 (Highest in Region 2)

Since option 2 yields to higher total score, region 2 would allocated to bidder 1 and region 1 would be allocated to bidder 2 irrespective of the fact that bidder 1 has obtained the highest score in region 1 also.

2.1. In case Total Score_{Option 1} and Total Score_{Option 2} are equal, there can be two scenarios. The applicable provision mentioned below would be followed to award regions in such as case:

2.1.1.Scenario 1: Same lead bidder has the highest Total Score in both the region but has different total scores in each region – In such a case, regions would be awarded as per the option in which this successful bidder is has obtained a higher score in technical evaluation. In case the successful bidder has scored same technical marks in both the regions, then the successful bidder would be awarded the region in which he has obtained lesser total score. The ‘other region’ would be awarded to bidder who has obtained the second highest total score in the ‘other region’.

The following table hypothetically illustrates the mechanism explained is point 2.1.1.

	Total Scores (Region 1)	Total Scores (Region 2)
Bidder 1	96	94
Bidder 2	94	92
Bidder 3	92	88

Total Score_{Option 1} = 188 = 96 (Highest in Region 1) + 92 (Second Highest in Region 2)

Total Score_{Option 2} = 188 = 94 (Second Highest in Region 1) + 94 (Highest in Region 2)

Assuming that the bidder 1 who has scored a higher technical score in region 1, the regions would be awarded as per option 1 i.e. region 1 to bidder 1 and region 2 to bidder 2. In case the bidder1 had same technical score in the both the regions, then the regions would be awarded as per option 2 i.e. region 2 to bidder 1 and region 1 to bidder 2 as the bidder 1 has lesser total score in region 2 than in region 1 ($94 < 96$)

2.1.2.Scenario 2: Same lead bidder has the highest Total Score in both the region and has same total scores in each region also – In such as case, the successful bidder would be awarded that region in which it has obtained a higher technical score (out of 40). The ‘other region’ would be awarded to the bidder with second highest score in the ‘other region’.

The following table hypothetically illustrates the mechanism explained is point 2.1.2.

	Total Scores (Region 1)	Total Scores (Region 2)
Bidder 1	96 (with technical score 38)	96 (with technical score 36)
Bidder 2	94	92
Bidder 3	92	94

Total Score_{Option 1} = 190 = 96 (Highest in Region 1) + 94 (Second Highest in Region 2)

Total Score_{Option 2} = 190 = 94 (Second Highest in Region 1) + 96 (Highest in Region 2)

Since the bidder 1 who has a higher technical score in Region 1, region 1 would be awarded to bidder 1 and region 2 would be awarded to bidder 3.

1.5 Annexure 5 – PROFORMA FOR SIGNING THE INTEGRITY PACT

Form No. 6 (Stamp Paper)

PROFORMA FOR SIGNING THE INTEGRITY PACT

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

And

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of Bidder/Contractor)

(For & on behalf of the Principal)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)
