

# INVITATION TO CREATE THE WORLD'S LARGEST DISPLAY NETWORK

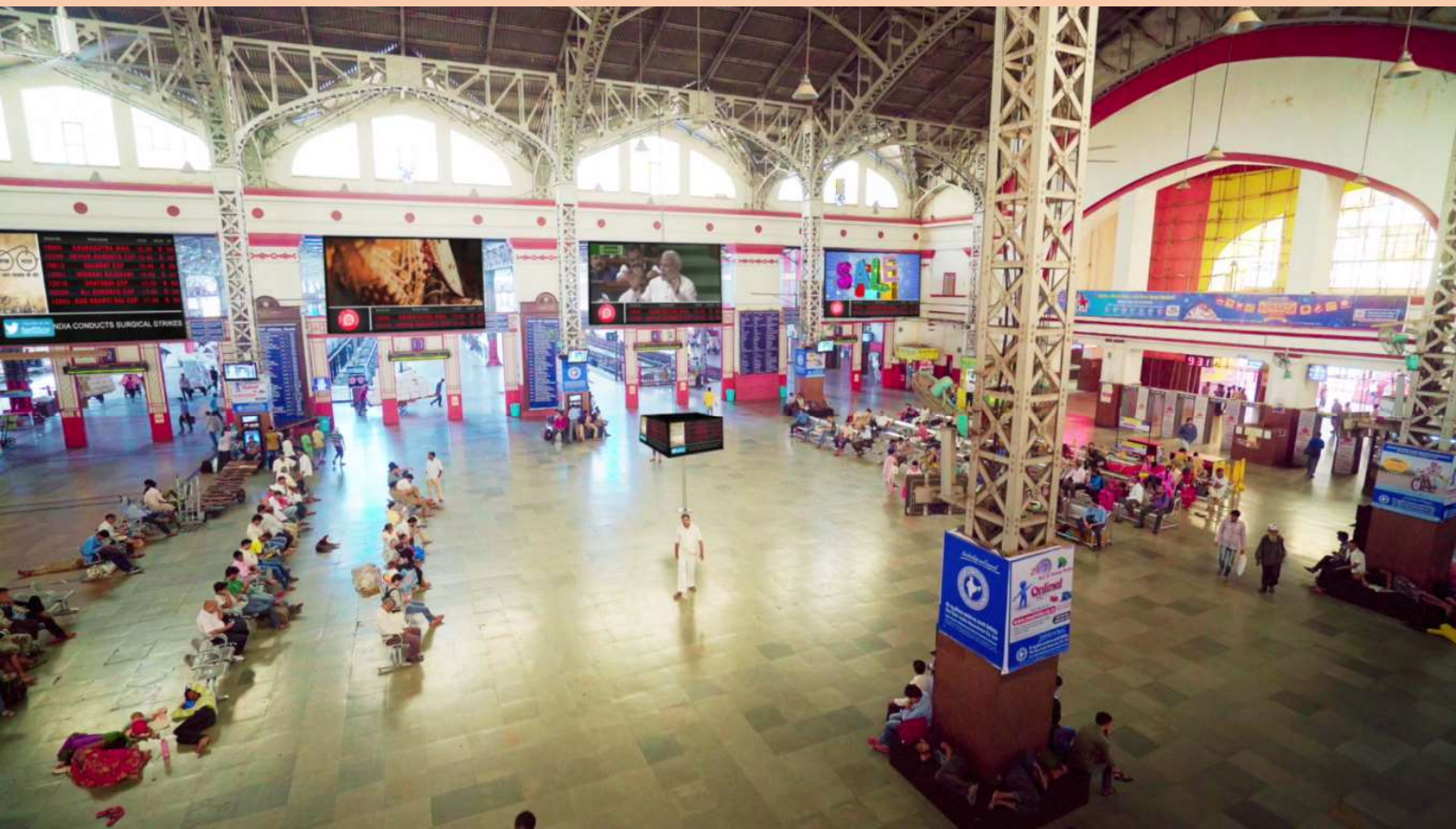


**REQUEST FOR PROPOSAL (RFP)**

**To**

**BUILD-OPERATE-MAINTAIN**

**RAILWAY DISPLAY NETWORK**



# **Request for Proposal to Build-Operate-Maintain Railway Display Network**

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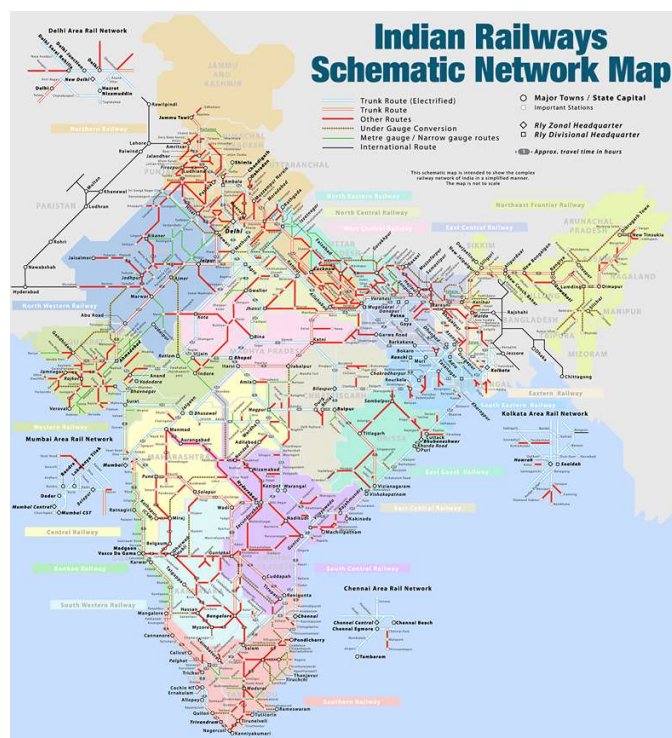
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# Request for Proposal to Build-Operate-Maintain Railway Display Network

## 1 Chapter-1: Executive Summary



Indian Railways (IR) is the lifeline of the nation and one of the largest transportation networks in the world. IR caters to 8.01 billion passengers annually and approximately 22 million passengers daily on this network from over seven thousand railway stations spread across the country (FY 2019-20). The Railway stations are a microcosm that is India with people from all segments of society using the facility and the actual footfalls are higher than the passengers because of cultural habits of sending off and receiving family members and friends. The Indian Railway operations also suffered from the Covid-19 impact. However, Indian Railway train operations is almost reached to Pre-Covid levels. The no. of passenger travelling is also reaching to normal levels. In Dec 2021, the total number of IR passengers has reached 57% as compared to Dec 2019 figures, with the Reserved passenger segment (PRS) ridership already crossed the Pre-Covid levels long-back and was around 1.5 times the Pre-Covid levels. The Suburban ridership has also reached to 63% of Pre-Covid levels. The third wave has very minimal effect in passenger ridership based on data of Jan-2022 and it is expected that the passenger ridership will normalize to the Pre-Covid levels very soon. In Feb 2022, the overall ridership is 61%, Reserved passenger segment (PRS) ridership is 138%, Suburban ridership is 68% and now the passenger ridership is getting back to normal levels at a fast pace.



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Accurate and timely information to passengers is very important to improve the Railway travel experience. Over the years, Railways have tried to build different systems to fill in the identified gaps and we have a plethora of systems in different formats. The LED boards, coach guidance systems and platform information systems are systems that are generally owned by IR. The current Display systems are fragmented station-wise on multi-year contract, analog technology, and no ability to address a display or choose a content source. The potential of this medium has not been fully exploited.

Ministry of Railways has announced the introduction of a centrally managed Railway Display Network at 2185 railway stations across India in the next 2 years, which will be implemented and managed by RailTel through selected RDN Business Associate (s) over a period of 10 years.

The proposed RDN is expected to revolutionize the information to Railway users on the next generation centralized, connected display network at Railway stations. The proposed display network will be versatile i.e. any information source to any display device, show context awareness and give the relevant information to the Railway users from the most appropriate source like train charting server, NTES, PRS, emergency messages during disaster. The information can be audio/ video/ social media/ live/ recorded messages.

Leveraging the latest advances in digital media technologies, the proposed RDN is expected to unlock the true value of advertising potential in Railway stations, create and maintain this network on a self-sustainable model. RailTel/Railways will provide reliable metered power supply, MPLS network connecting all the stations and host the content delivery platform in its tier III certified DC.

The state of the art Content Delivery Platform is expected to help create the latest array of advertising products like half screen, L band, scroll, and bug besides the 10 sec video to ensure that passenger information is never compromised. The addressable display systems can provide any information required depending on the location: different content for platform display systems, waiting room display systems, reservation display systems etc. besides macro level grouping based on station in a city or state or a particular Railway.

The RDN can also be used to display information of national importance and citizen services in line with the PMO's vision of using technology to create transparency and public awareness.

Key Components of RDN:

1. Content Delivery Platform which will be centrally managed at RailTel Data Centre with DR Service backup and will provide Railway information to passenger's along with the advertisements and emergency and other important messages. It will run on content analytics to improve passenger engagement.

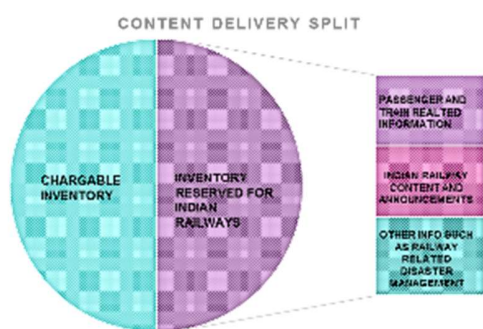
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2. E-Marketplace engine- Auction of advertisement slots on real time basis and inventory management
3. Display units- Addressable LCD/LFD/LED/LPD or latest Display at each platform will cover the information pertaining to all coaches of trains. In addition large screens and videowalls are to be deployed in main entrance, Concourse area and Foot over Bridges etc. The total number of display screens to be deployed is expected to be approximately sixty five across 2185 stations
  1. Network Operation Centre(NOC) and Security Operation Centre (SOC)
  2. Command Centre for Content Management, Content push, content filtering etc.
  3. Operations support & Billing support system

Market Size and Opportunity: The Digital+OTT media segment in India is set for disruption and is expected to reach INR 292 billion by 2022 with Digital+OTT ad spend expected to grow at about 31% year or year.

Advertising- Overall Industry size (INR Billion)	FY19	FY20	FY20P Growth	CAGR (FY16-20)	FY21P	FY22P	FY22 growth over FY 21
Digital and OTT	160	199	24%	32%	223	292	31%
TV	251	262	4%	9%	217	258	19%
Print	221	198	-10%	1%	107	186	73%
Films (In- Cinema-Ad)	11	11	-7%	12%	4	7	100%
OOH	34	31	-9%	5%	16	28	77%
Radio	28	25	-13%	2%	12	17	40%
<b>Total</b>	<b>705</b>	<b>726</b>	<b>3%</b>	<b>10%</b>	<b>579</b>	<b>789</b>	<b>36%</b>

KPMG Indian Media and Entertainment Report Sep2020



Advertising is booming in India with size of the Industry showing consistent growth. Digital media, currently is showing significant growth in the last few years capturing most of the print media market and is taking over other advertising segments. RDN is expected to emerge as a new form of media display with elements similar to Digital and OOH, Broadcast and contextualization of Digital Media and is

expected to be a 'first-of-its kind' platform for organizations willing to advertise their offering both

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nationally and regionally. RDN, by virtue of its pan-India spread, will attract organizations across industries to enhance their spends on marketing and also to attract organizations to redirect their marketing budget from alternate advertisement mediums to RDN. Through the RDN, organizations will have the opportunity to cater to individuals from different geographical locations, socio-economic backgrounds and demography spread over the entire country. The total number of display screens to be deployed is assumed to be approximately 65,000 pan India. Due to complex nature and large geographical scope of the project, the RFP has been divided into two schedule of requirements (SOR):

**SOR 1:** Region 1 would include stations in Northern and Eastern Region (Refer to Annexure 1 for station details in Region 1)

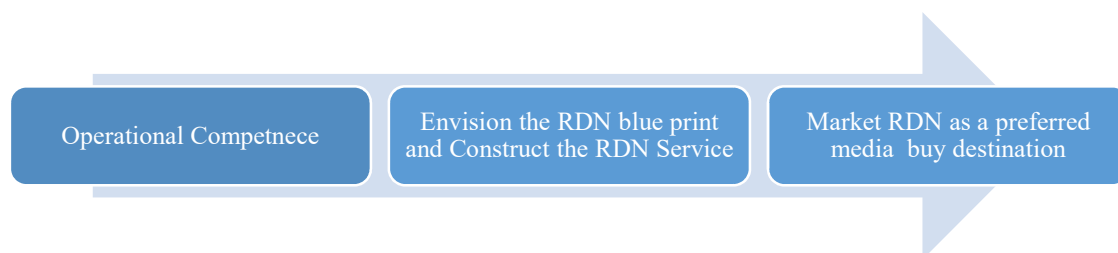
**SOR 2:** Region 2 would include stations in Southern and Western Region (Refer to Annexure 2 for station details in Region 2)

Success of the RDN hinges on three disparate set of competencies coming together to ensure highest monetary yield on a sustainable basis:

Agency and Brand Outreach and the necessary organizational capability to market RDN product to the global, national and local advertising businesses as a high value advertising media

Ability to commission in time a Pan India Display Network at 2185 locations and further ensure high standards of operational excellence deserving of a large public display network that has mission critical, life-saving implications over a 10 year period

Ability to make the whole experience of the Rail Passenger more friendly, efficient and entertaining by ensuring the RDN becomes the principal platform for Rail passenger engagement and thus ensuring a constant stream of eye balls which in turn is meant to drive higher advertising tariffs and sustain and grow the advertising revenues



Railway has implemented RDN at around 583\* Railway stations and after appointment of RDN Business Associate(s) for both regions by RailTel, all awarded & live RDN contracts of Indian Railway will be assigned to RailTel. IR has followed multiple schemes to implement RDN at Railway Stations. At some of the large Railway stations, IR has implemented multiple contracts for RDN. The station list, where

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Indian Railways has implemented RDN along with the details is given in Annexure- 3\* (Region 1) and Annexure 4\* (Region 2).

*\*The list of stations is indicative. The final details of live Indian Railway RDN contacts will be provided by the concerned Zonal/Divisional Railways at the time of project implementation.*

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 2 Chapter-2: Document Map

The following table is a map of this RFP document and covers the salient provisions and clauses of this RFP:

S. No.	Chapter	Provision
1	RDN Ecosystem	<p>All in-scope stations have been divided into two regions:</p> <p>Region 1: North and East Region 2: West and South</p> <p>Bidders can participate (Single bidder/Consortium) in both the regions or any one region depending upon their eligibility.</p> <p><b>In case, bidder participates in both the Regions, then there is no requirement to upload duplicate documents for both bids. To avoid duplicity, bidder can submit an undertaking that required document have been submitted with the offer of Region -1/ Region-2, as the case may be.</b></p>
2	RDN Ecosystem	Segregation of Duties between the RDN Business Associate(s) and RailTel are mentioned in this section
3	Scope of Work	The scope of work has been divided into three phases – Build, Operate and Sustain, Innovate & Unlock Value. This section also covers the scope pertaining to implementation services and provisions for contract extension, termination and exit management.
4	Service Level Agreement	<p>The SLAs have been categorized into the following buckets:</p> <ul style="list-style-type: none"> <li>• Implementation SLAs</li> <li>• Operational SLAs</li> <li>• Incident Management SLAs</li> <li>• Service Request SLAs</li> <li>• Solution SLAs</li> </ul> <p>SLA's will be calculated on quarterly basis.</p> <p>The total At-Risk amount for each quarter shall be 10% of the total pay-out for the corresponding quarter to RailTel</p>
5	Governance Structure	A multi-layered and a functional governance framework under the leadership of a central steering committee and regional steering committees shall be followed across contract duration.
6	Commercial Terms	<p>1. Bidder shall have to pay quoted minimum guarantee on annual basis and revenue share as per the revenue share table mentioned in this section on monthly basis</p> <p>2. Bidder has to quote the Annual Minimum Guarantee as detailed in this section.</p>

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S. No.	Chapter	Provision
		3. Revenue would be collected by the RDN Business Associate(s) in an escrow account. Payment to RailTel and the bidder will be on monthly basis. Quarterly and annual reconciliation would be performed.
7	Revenue Assurance	The RDN Business Associate(s) would be responsible to commercialize the RDN, book and collected revenues. Revenue booking and management is expected to be systemized and done with minimal or no manual intervention. The RDN Business Associate(s) is expected to maintain all business records and support all audit activities as defined in this section.
8	Scope of Indian Railways & RailTel	Scope and responsibilities of Indian Railways is mentioned in this section. RailTel, amongst other responsibilities, shall provide Space for NOC/SOC/Command Centre & Helpdesk, Internet bandwidth, network, DC and DR services, Security Operations Centre as a Service (SOCaaS) on chargeable basis. These charges will be in addition to MG and Revenue Share payable to RailTel
9	Eligibility Criteria (Pre-Qualification Criteria)	<p>1. This section comprises of nine (9) criteria that each bidder needs to suffice in order to be evaluated further. All criteria are required to be met in entirety.</p> <p>2. Ancillary clauses on the supporting documents required and acceptability of supporting documents is also mentioned in this section.</p>
10	Evaluation Process (Separate for each Region)	<p><b>Evaluation Process will consist of 4 phases</b></p> <p>1. Phase-1: Pre- Qualification Criteria- All bidders fulfilling all Pre- Qualification Criteria's will be move to next phase of evaluation process.</p> <p>2. Phase 2- Technical Evaluation- Business and Technical Presentation. The bidders who score 65 or more in the technical evaluation will move to the phase 3.</p> <p>3. Phase 3- Opening of Financial Bids- . This stage will provide the 'Initial Price Offer Qualified bidders' who will be eligible to participate in phase 4 which is e-forward Auction.</p> <p>4. Phase-4- E-forward auction phase as specified in the section. The highest initial price offer shall constitute the Floor price/Start price of E-Auction. The bidder can participate in both the regions.</p>
11	Instruction to bidder	1. Bidder(s) need to submit independent bid for each region. The bid shall remain valid for 180 days from the date of opening of bids



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S. No.	Chapter	Provision
		2. Single Stage Two packet (Technical and Financial Bid) with forward auction online bidding process has been detailed out in this section.
12	Invitation to bidder	<ol style="list-style-type: none"> <li>1. Bidders can participate as a consortium with 5 entities at maximum.</li> <li>2. Bidders need to submit an EMD of INR 1,00,00,000/- per region to be paid online at RailTel E-Nivida site. Option of NEFT/RTGS also given.</li> <li>3. The contract duration would be of 10 years from the date of issue of Letter of Award (LOA). Extendable by another 5 years with consent of Indian Railways based on performance of the RDN service provider.</li> </ol>
13	Terms and Conditions (Bank Guarantee)	<p>Rolling Performance Bank Guarantee: Within 30 days of the receipt of notification of award (LoA) from RailTel, the successful bidder shall furnish annual rolling performance bank guarantee issued by a Nationalized / Scheduled Bank. The annual Rolling PBG shall remain valid for the contract duration and transition period:</p> <ol style="list-style-type: none"> <li>1. <b>First Year</b>- rolling PBG of value of quoted 50% amount of annual minimum guarantee (including applicable GST) to RailTel of 12 months validity for the 1st year within 30 days of issue of LoA.</li> <li>2. <b>Second Year onwards</b>- Value of PBG - EITHER- Revenue shared with RailTel during the previous applicable FY OR 50% amount of annual minimum guarantee (including applicable GST- whichever is higher) and extend its validity by 12 months</li> <li>3. <b>Final Year</b> (Either 10th year OR Final year of extended period OR Final year of Exit notice period)- Value of PBG - EITHER- Revenue shared with RailTel during the previous applicable FY OR 50% amount of annual minimum guarantee (including applicable GST- whichever is higher) and extend its validity either by 12 months plus 120 days beyond the contract duration or till the completion of transition period (whichever is later).</li> </ol>

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

### **3 Chapter-3: RDN Ecosystem**

The purpose of this RFP is to invite and select suitable partners so as to meet the objectives of the Railways Display Network as briefed above.

RDN is envisaged to become a unique medium of communication with passengers which will not only provide necessary information and social messages to the passengers but will also become a medium of enriched infotainment.

1. Displaying information related to train arrival, departure train running status, platform and other passenger related information round the clock
2. Displaying information related to passenger amenities, comfort, convenience and safety.
3. Displaying emergency messages on SOS basis and messages related to Disaster Management
4. Infotainment and social messages for engaging passengers
5. Self-sustainable model by generating revenue through advertisement or any other related revenue generation opportunities

Considering the timeline for the implementation of the RDN project, these above competencies are expected to be demonstrable and operable rather than presented as potential future implementation concepts. Bidders are expected to demonstrate as much of the capability being presented in action in a commercial setting similar to the RDN setting.

The in-scope stations for RDN span across the five categories (category A1, A, B, C and D) as defined by Indian Railways. The Category wise distributions across 4 geographical regions are captured in the table below. Indian Railways at its own discretion may add/ delete stations from the list based on re-classification/category of stations during the duration of the contract.

#### **RDN in-scope stations**

The contract for the above project shall be awarded by RailTel separately for two geographical regions, 1st Region comprising of A1, A, B, C & D category of stations over Northern, North Western, North Central, North Eastern, North Frontier, Eastern, Metro Railways, East Central & South Eastern Railways and the 2nd Region comprising of A1, A, B, C & D stations on Central, Western, South East Central, West Central, East Coast, Southern, South Central, South Western and A and B category stations of Konkan railway (9 Railway stations). The no. of stations give below are indicative, RailTel at the behest of Indian Railways may add/ delete stations from the list based on re-classification/category etc. of stations during the duration of the contract. Final list of stations will be provided at the time of implementation of RDN.

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### Station category X Region-wise

Station Category	Stations List				Total
	North	East	West	South	
<b>A1</b>	27	13	18	18	<b>76</b>
<b>A</b>	96	69	73	98	<b>336</b>
<b>B</b>	69	59	65	114	<b>307</b>
<b>C</b>		267	120	96	<b>483</b>
<b>D</b>	331	229	189	234	<b>983</b>
<b>Total</b>	<b>522</b>	<b>637</b>	<b>469</b>	<b>560</b>	<b>2185</b>

### Region X Zone-wise

RDN Region	Railway Zone	A1	A	B	C	D	Grand Total
<b>Region-1: North+East</b>	ECR	6	29	23		82	140
	ER	3	12	10	216	46	287
	Metro				23		23
	NCR	6	14	10		44	74
	NER	3	11	22		85	121
	NFR	2	20	21		62	105
	NR	15	49	25		140	229
	NWR	3	22	12		62	99
	SER	2	8	5	28	39	82
<b>Total- Region-1</b>		<b>40</b>	<b>165</b>	<b>128</b>	<b>267</b>	<b>560</b>	<b>1160</b>
<b>Region-2: South+West</b>	CR	8	26	14	85	44	177
	ECOR	3	10	34		22	69
	KR		4	5			9
	SCR	5	31	38	21	80	175
	SECR	2	6	14		40	62
	SR	8	42	25	75	85	235
	SWR	2	15	17		47	81
	WCR	2	15	14		34	65
	WR	6	22	18	35	71	152
<b>Total-Region-2</b>		<b>36</b>	<b>171</b>	<b>179</b>	<b>216</b>	<b>423</b>	<b>1025</b>

*Note: RDN can also be extended to other categories of stations with mutual consent. In such cases additional time will be provided for the roll-out.*

List of Stations in Region 1(North+East) is given as Annexure 1 and Region 2(South+West) as Annexure 2.

Railway has implemented RDN at around 583\* Railway stations and after appointment of RDN Business Associate(s) for both regions by RailTel, all awarded & live RDN contracts of Indian Railway will be assigned to RailTel. IR has followed multiple schemes to implement RDN at Railway Stations. At some

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of the large Railway stations, IR has implemented multiple contracts for RDN. The station list, where Indian Railways has implemented RDN along with the details is given in Annexure- 3\* (Region 1) and Annexure 4\* (Region 2).

*\*The list of stations is indicative. The final details of live Indian Railway RDN contracts will be provided by the concerned Zonal/Divisional Railways at the time of project implementation.*

The selected RDN Business Associate(s) will have the option of tie-up with the Railway's RDN contractor(s) at these stations, as per the scope of RDN project, for inclusion of these stations under RailTel's pan India RDN platform. Payment of licence fee for such Railway's RDN contracts will be in addition to the annual MG/revenue share payable by the RDN Business Associate(s) to RailTel for RDN project and shall be governed by the terms & conditions of Railway's RDN contract during their validity period. Once any of these stations (or part of stations) becomes part of RailTel's RDN platform, any earning from these stations shall be part of RailTel's RDN project and shall be deposited in RDN's escrow account in accordance with clauses of Chapter-7- Commercial Terms of this RFP. After expiry/termination of Railway's RDN contracts, all stations (or part of stations) under the scope of these contracts will become part of RailTel's RDN platform. For Railway's contracts not included under RailTel's RDN platform, stations (or part of stations) covered the scope of such contracts, will become part of RailTel's RDN platform after expiry/termination of these contracts. 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.

RDN shall be the exclusive advertising medium at the stations which includes station building, concourses, platforms, FoBs but excludes circulating areas and fare displays at UTS/PRS centres. 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 advertisement provided at Railway stations in areas where RDN displays are provided, will be removed on termination/ expiry of Railways contracts. Static signage shall not be part of RDN.

The broad components on the Railway Display Network would be:

1. Content Delivery Platform
2. Display units at stations
3. Network and Band-width Infrastructure

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4. Railway Information
5. Content and Advertisement

Due to complex nature and large geographical scope of the project, the RFP has been divided into two schedule of requirements (SOR):

**SOR 1:** Region 1 would include stations in Northern and Eastern Region (Refer to Annexure 1 for station details in Region 1)

**SOR 2:** Region 2 would include stations in Southern and Western Region (Refer to Annexure 2 for station details in Region 2)

The broad scope of work for both the regions is largely similar. The broad scope of work includes supply, implementation, commissioning and maintenance of content platform; supply, setting up and operations of NOC and SOC; supply, setting up, installation, commissioning and maintenance of display units at station. Following table illustrates an indicative segregation of duties. Refer to section 3 for detailed scope of work.

S. No.	Activity	RDN Business Associate(s)	RailTel and/or Indian Railways
<b>Build Phase</b>			
1	Supply, Installation and Maintenance of Digital Units (display screens with media player and display controller equipments)	Yes	-
2	Supply, Installation and Maintenance of all Hardware, Softwares and other associated equipments required for RDN system at station and RDN NOC/SOC i.e. switches, Power Backup for RDN operations at stations, racks, cabling, wiring etc.	Yes	
3	Supply, Installation and Maintenance of Content Delivery Platform (content management system, content feeder, inventory management, auction engine, CRM etc.)	Yes	-
4	Supply and Manage the softwares and tools for NOC and SOC	Yes	-
5	Integrate and Operate NOC and SOC including tools	Yes	-
6	Supply and management of hardware for Data Center (cloud enabled)	Yes	-
7	Commission and Operate hardware for Data Center (cloud enabled)	Yes	-
8	Setup, Commission and Operate Helpdesk	Yes	-
9	Setup, Commission and Operate Command Center	Yes	-
10	Provision of Bandwidth at all in-scope stations	-	Yes

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S. No.	Activity	RDN Business Associate(s)	RailTel and/or Indian Railways
11	Provider permissions, physical access rights and approvals as and when required	-	Yes (along with IR)
12	Supply, Install, Commission and Maintain environmental softwares such as database(s), middleware(s), back-up solution	Yes	-
13	Supply, Install, Commission, Maintain and manage hardware at stations in respective region	Yes	-
14	Civil work and associated furniture including IT hardware and software at RDN NOC	Yes	
15	All cabling with duct for (network/electricity) at RDN stations, DC/DR, RDN NOC/SOC, Command Centre	Yes	
<b>Operate Phase</b>			
16	Inventory Selling and Revenue Maximization	Yes	-
17	Ensure accurate and relevant display of railway and railway approved information	Yes	-
18	Ports for Railway information and Railway approved information		Yes (through IR)
19	Revenue maximization through alternate streams (RDN website, RDN app etc.)	Yes	-
20	IT Services (application, database, server, backups, storage, DR, NOC, SOC, regional and central helpdesk, security, policy, SLA management services)	Yes	-
21	Supply of power for running RDN at all in-scope stations on a chargeable basis (charges to be paid by the bidder)	-	Yes (through IR)
<b>Sustain, Innovate and Unlock Value and RDN Brand Building</b>			
22	Make RDN self-sustainable through better inventory utilization, contextual advertisements/content, innovation and continuous improvement in service levels	Yes	-
<b>Implementation/ System Integration Services</b>			
23	Project Preparation (project charter and detailed project management plan as per project management guidelines)	Yes	-
24	Requirement understanding and Business Design	Yes	
25	Configuration, customization, testing, system acceptance, go-live of all in-scope software and hardware components (shall cover equipment supplied both by RailTel and the RDN Business Associate(s))	Yes	-
26	Training to core-team (cross functional) and to IT team and railway staff as detailed in the scope of work	Yes	-
27	Running a training coursework at Indian Railway's institutes	Yes	-
28	Preparation and delivery of documents, manuals, lectures etc. pertaining to training different	Yes	-



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S. No.	Activity	RDN Business Associate(s)	RailTel and/or Indian Railways
	stakeholders in line with the detailed scope of work		
29	Handholding support across the transition period	Yes	-
30	Contract extension support and exit management services	Yes	-
<b>Project Management and Contractual Scope</b>			
31	Ensure compliance to the agreed governance mechanism and activities	Yes	Yes
32	Revenue assurance and transparency as detailed in section 7 of the RFP	Yes	-
33	Abide by the clauses mentioned pertaining to earnest money deposit, rolling performance bank guarantee. Ensure timely submission and validity of the same across the contract period as per the clauses mentioned in the RFP	Yes	-
34	Ensure compliance to the bid management process mentioned in the RFP (while participating, being evaluated and selected in the RFP process)	Yes	-
35	Ensure compliance to the terms and conditions mentioned in section 14 of the RFP	Yes	-
36	Ensure compliance to the Government Policies	Yes	
37	Any Other Activity covered under the Scope of RFP	Yes	

Network, bandwidth, DC & DR services, Security Operations Centre as a Service (SOCaaS) and Space for NOC/SOC/Command Centre/Helpdesk shall be provided by RailTel on chargeable basis.. Space for NOC/SOC/Command Centre & Helpdesk (upto max 500 sq. ft for each region) will be at RailTel Gurgaon office or any other suitable location during contract duration only. Necessary furniture and civil work will be bidders responsibility. Bidder shall vacate the above space on the last day of the contract.

Electricity and BW at NOC/SOC/Helpdesk/Command Centre will be provided on chargeable basis.

Electricity at Railway stations shall be provided by Indian Railways at a centralized location on chargeable basis through a metered connection. Bidder shall provide MCB of suitable capacity with suitable protection mechanism at the centralized location.

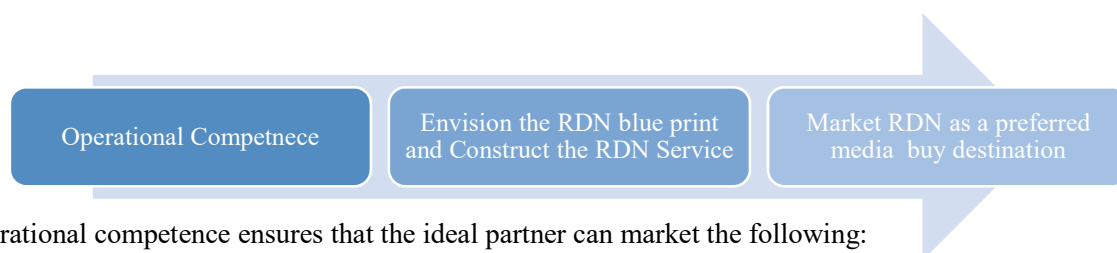
It is expected that content delivery platform shall integrate with various Indian railway systems to display railways and passenger related information and shall also have capability to cater to ad-hoc requests for social information and railway approved information. The RDN Business Associate(s) is expected to ensure and deliver this capability in their region. The RDN Business Associate(s) is expected to create content repository and display the same across screens in their region to generate revenues.

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### 4 Chapter 4: Scope of Work

Success of the RDN hinges on three disparate set of competencies coming together to ensure highest monetary yield on a sustainable basis:

1. Agency and Brand Outreach and the necessary organizational capability to market RDN product to the global, national and local advertising businesses as a high value advertising media
2. Ability to commission in time a Pan India Display Network at over 2000+ locations and further ensure high standards of operational excellence deserving of a large public display network that has mission critical, life-saving implications over a 10 year period
3. Ability to make the whole experience of the Rail Passenger more friendly, efficient and entertaining by ensuring the RDN becomes the principal platform for rail passenger engagement and thus ensuring a constant stream of eye balls which in turn is meant to drive higher advertising tariffs and sustain and grow the advertising revenues



Operational competence ensures that the ideal partner can market the following:

1. Size of RDN
2. Uniqueness of the RDN Media for an advertiser – there is only one like it in India
3. the importance of the demographic RDN serves as a premium advertising segment
4. This competency will ensure RDN advertising tariffs are not becoming commoditized and will command a premium media buys from the entire gamut of advertising businesses.

The RFP response is expected to delve in depth various capabilities as well as strategies to ensure the above goals are met.

The second competency being requested is the demonstrated strength and size in commissioning a large public infrastructure asset at the Network, Device and Service levels and the wherewithal to operate the same on 24x7 365 day basis in a scenario that is often referred to as the life line of the nation. Specific skills, competencies, past experiences and strategies expected in the response should address:

5. Rollout innovation – goal is to ensure timely roll out at optimum cost

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6. Solving operational complexities cost effectively – economies of scale need to be leveraged the fullest
7. Detailed cost models around rollout and operations – avoid the pitfall RDN becoming prohibitively expensive to operate at the highest passenger quality experience
8. Cost optimization strategies – unique nature and circumstance of RDN needs to be fully leveraged to build and operate a very agile and cost effective network
9. Life Cycle approach to all operational budgeting – a 10 year detailed costing budget is expected to be submitted as RFP response to ensure all aspects of operating such a network of national importance have been fully considered
10. Process automation in operating the RDN service – It is expected that the RDN response goes into detail around the automation strategies proposed by the bidder with respect to all aspects of the RDN service ranging from work orders, approval processes, sign offs, governance, change management, audit, reporting, escalation and conformance practices with respect to network availability, service guarantee, network design and change, advertising products, financial reconciliation and transparent practices.

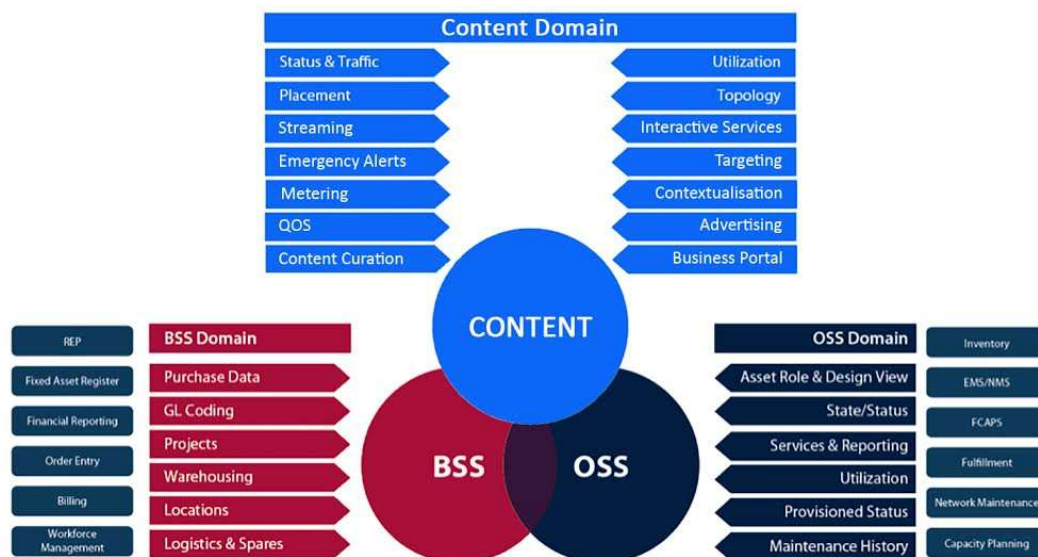
A high degree of sophistication is sought in terms of the business support systems and the bidder is encouraged to describe in detail the business process automation and business software systems the bidder is proposing. It is important to highlight here that the ideal response will solve the business processes envisaged in the RDN context be described in detail in the RFP response than talk in generic terms of vanilla BSS system capability.

The third competency that bidders are expected to demonstrate is the blue print of the RDN business from a strategic perspective. The bidder is expected to describe in detail how they see the RDN business now and how it is expected to evolve over a period of 10 years. Detailed business plan around risks involved and their mitigation as well as steps to ensure strengths remain effective over a 10 year period are expected to presented in detail to demonstrate competence in this third aspect, RailTel envisages the RDN business as a digital, pervasive, context aware platform operating a market place for advertisers and content providers and as shining example of the Digital India initiative. In an API economy where consumer attention is the new currency, RailTel expects RDN to be highly monetizable as this attention is offered to captive audiences over pan-India footprint.

Considering the timeline for the implementation of the RDN project, these above competencies are expected to be demonstrable and operable rather than presented as potential future implementation concepts. Bidders are expected to demonstrate as much of the capability being presented in action in a commercial setting similar to the RDN setting.

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RDN Business Associate(s) are expected to incur all costs in making their systems interoperable.  
Deconstructing the RDN Platform:



The Content Delivery Platform (CDP) should have three basic components of the system – Content, BSS and OSS with the functionality as mentioned in the above diagram.

The technology may be allowed to upgrade at any point in the contract duration.

### 4.1 Functional Scope

#### 4.1.1 Build

The scope of work for “Build” phase would broadly cover the following:

1. Supply and installation of content platform at the RailTel’s DC/DR. The bidder may use cloud enabled services for E-Marketplace subject to compliance to the Data and Platform Security as per RFP clauses.
2. Supply and installation of display units
3. Set-up and Operate central NOC and SOC
4. Set-up and commissioning Helpdesk of respective regions
5. Set-up and commissioning of command center of respective regions

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### 4.1.1.1 Supply and installation of content platform at the RailTel's DC/DR

The offered content platform should meet the functional, technical requirements and other requirements specified in this section. Content platform (Content Delivery Platform) should, at least, include the following (but not limited to):

1. **Content Management System (CMS):** Content Management system shall provide the tools to manage and deploy content from the advertiser's network or computer to the network of displays.

The solution should include support and be compatible to all the leading industry digital media formats. The formats to be included but shall not be limited to are Advanced Systems Format files (.asf); Windows Media Audio files (.wma); MP3 files (.mp3) ; JPEG files (.jpeg or .jpg); Multicast information files (.nsc); Client-side playlist files (.asx, .wax, and .wvx) ; Server-side playlist files (.wsx)

Digital content management systems will control system for the content playing on the display network. It should allow the content managers to:

- a) Browse, Create and Customize Content
- b) Schedule Content
- c) Content filtering
- d) Content Distribution and Dissemination

The Content Management System shall be responsible for and give a complete view of the entire content system consisting of content procurement, assembly and dissemination to the display stations. The content management system shall integrate with inbound systems which would be responsible for incoming content into the system and also with the media players at all the display stations across the respective region for delivering appropriate content to the appropriate display stations at the designated predefined inventory time slot.

This feature should also ensure that the content reaches the right display stations as soon as the content is published. After the content is uploaded to the display station there should be a data consistency check for verifying data integrity to and should have capability to upload the data again in cases of data corruption at the media stations. The uploaded content should be available for preview to the content management team to ensure monitoring of legitimate data being fed to the display stations.

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Bidder shall ensure that the instructions issued by GoI in connection with Display of Advertisement and Digital Content are being strictly followed.

2. **Content Feeder:** The major content feeding the digital display systems shall be sourced from Railway systems and shall be meant for general public view. The train information will be directly picked up by the digital system through PRS/ NTES/COIS/UTS ports or a mechanism to alter the listing manually by authorized users. The content shall be displayed on the digital display stations at the train stations across the respective region.

The information which the system should be able to display shall include, but not be limited to is \the next specific number of trains scheduled to be arriving and departing from the station where the display station is located, the scheduled timelines for the trains as to which are early, on time and which are delayed. The system should have feature of pushing specific information/ content by authorized Railtel/Railway users. The same information shall also include but not be limited to the platforms numbers which will be hosting the trains.

The train information should be accurate and precise without any errors. The information should be correctly laid out for ease of viewing of the passengers at the station.

The content should be divided in such a way that the most important information is displayed prominently and is easily identifiable for example – cancellation of an important train or diversion of a train from its route.

The second important feed to the digital display stations will be the advertisement content sourced through bidding of time slot inventories and shall be used for displaying customized content based on the time slot owner's choice. The system should provide capability to filter through the content for verifying and validating the legitimacy of the content displayed.

The customer should be able to choose and bid for time slots based on preference and then have the flexibility to publish the content to the granularity of per display station at one particular time. The system should also have the capability to disseminate advertisement or content basis pre-defined rule-set.

The content should be accessible to the Operations team for checking validity and consistency of the uploaded content. The content specifications should be made available to the advertiser when he uploads the content against the slot purchased.

The system should define ideal digital content and details on minimal requirements pertaining to digital content requirements such as pixel ratios, size of upload and format of upload to the uploader



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while provisioning content data to ensure consistent and data uploaded without any corruption. If the data is not consistent with the requirements, the system should not allow the data to be uploaded.

3. **Inventory Management:** Inventory would constitute of the time slots which will be auctioned/ sold to the advertisers. The inventory should be divided mainly into two sections – first one will not be auctioned/ sold and the second one will be open to bidding.

At least 50% of the overall slots (in terms of sq. inch seconds where 1 sq. inch second = displaying any information/ content on a 1 sq. inch digital screen for 1 second) will be allocated/ reserved to display Railway information (at any point of time) such as schedules, delays and announcements, Railway related content from the Railway authorities etc. This stipulation of 50% shall also have to be maintained within peak, high, medium and low footfall hours. This portion (reserved for railway information) of the inventory should not be available for auction/ for sale to potential advertisers while they are bidding for inventory slots.

The remaining inventory will be open for auction and can be won by bidding in an auction or can be sold by selected business associates of respective regions. The time slots should have owners after the slot has been booked and will be responsible for using that inventory slot for advertising personalized content. The slot would be considered “booked” only after the booking/ revenue collection systems reflect the same or when an authorized personnel has approved of the same (without pre-payment).

The inventory management system should give a complete overview of all the available and sold time slots to the administrator and also allow for validating the content within each slot as provisioned by the owner.

The system should ensure that two adjacent owned time slots do not get overlapped and truncate the advertised content due to delayed broadcast resulting from latency. The provision for buffer time slots should be accommodated in the managing the inventory.

The system should ensure that no slot is provisioned multiple owners and that there should be consistency and one to one mapping between a customer and an inventory slot.

The content managers should be notified of content being added, modified or deleted from the inventory. These notifications will ensure that content managers are able to check for the integrity and validity of data which has been uploaded and how will it be represented on the overall inventory schedule.

The inventory management should have close integration with the auction engine to ensure that the inventories are sold out to authorized buyers and inventory slots are not overbooked or do not show as

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incorrectly booked in the system. The auction engine shall be able to continuously check with the inventory management about the status of available slots and will broadcast the same information to the prospective bidders and receive bids anonymously and provision the inventory to the highest bidder.

Specific inventory may be blocked by slot owner for non-advertisement content such as live channel feed or coverage of an event.

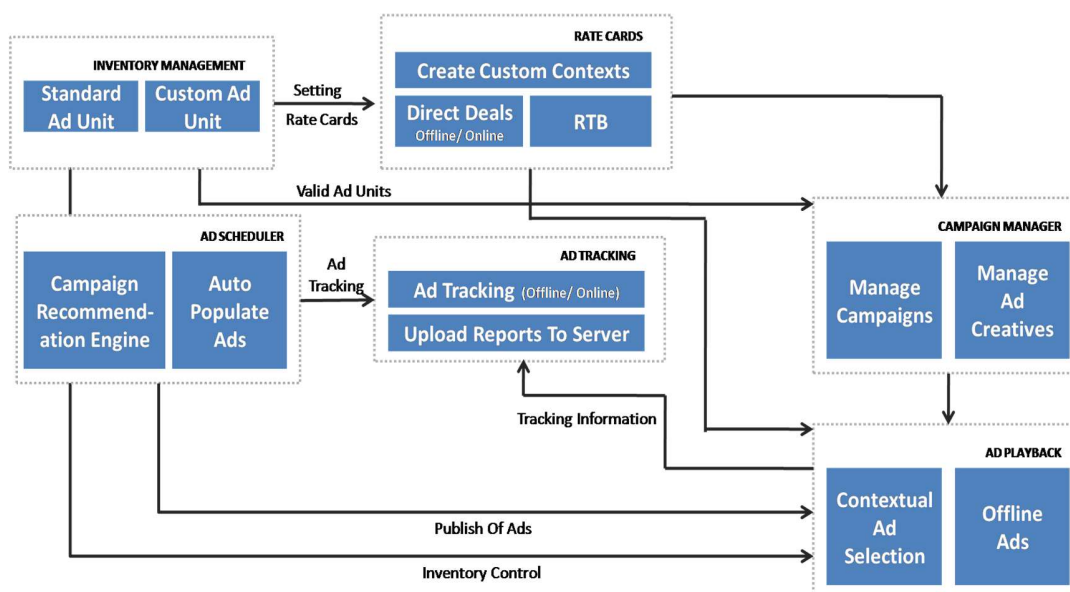
The system should have feature to block inventory basis time schedule or by defining specific rule. Going forward, mobile based advertisements (through the envisaged mobile app) may also be added in-scope of RDN. The inventory management module must have that capability to append the existing inventory with mobile inventory slots also.

4. **E- Marketplace Engine:** Auction engine shall be a module through which advertising inventory may be bought by customers on a per-timeslot basis, via the business portal, similar to financial markets. With real-time bidding, advertising buyers bid on a content scheduling time slot and, if the bid is won, the buyer's ad shall be scheduled for display on a specific display node or set of nodes. Auction engine shall allow advertisers manage and optimize ads from multiple ad-networks by granting the user access to a multitude of different content displays at the train stations across the country, allowing them to create and launch advertising campaigns, prioritize networks and allocate percentages of unsold inventory, known as backfill.

Auction of time slots shall enable the advertisers to bid for one time slot at a time and subsequently buy the selected time slots. It would mean that advertisers shall be able to buy time slots on screens which they intend to buy.

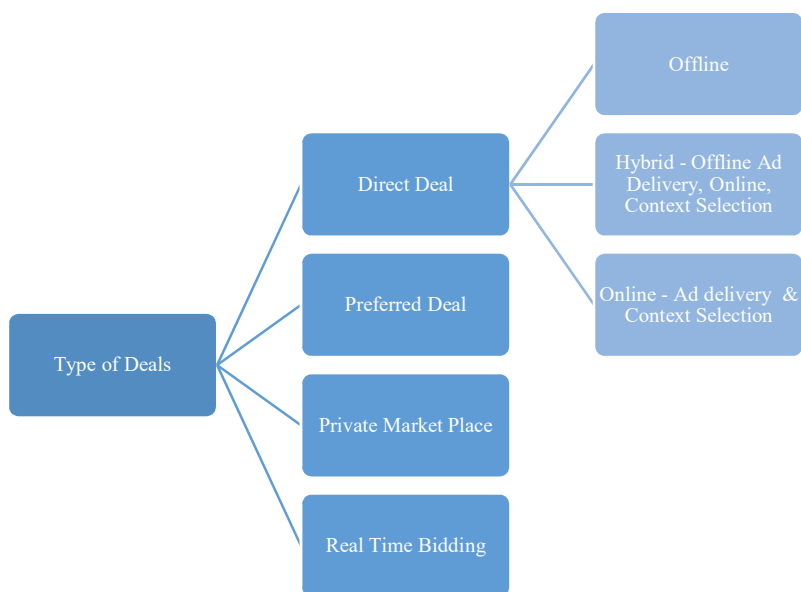
The bidding shall happen autonomously and advertisers shall be able to set maximum bids and budgets for displaying their content. The auction engine shall typically have two interfaces, the demand-side platform and the supply-side platform. The demand-side platforms shall be able to give buyers direct real time access to bid for slots of inventory. Supply-side platforms shall allow large content publishers to manage multiple advertising networks and use supply-side platforms (SSPs) to manage advertising yield. This component will be closely integrated with the billing system. The auction engine should be compliant to best practices of open RTB and should be integratable with other industry standard auction engines.

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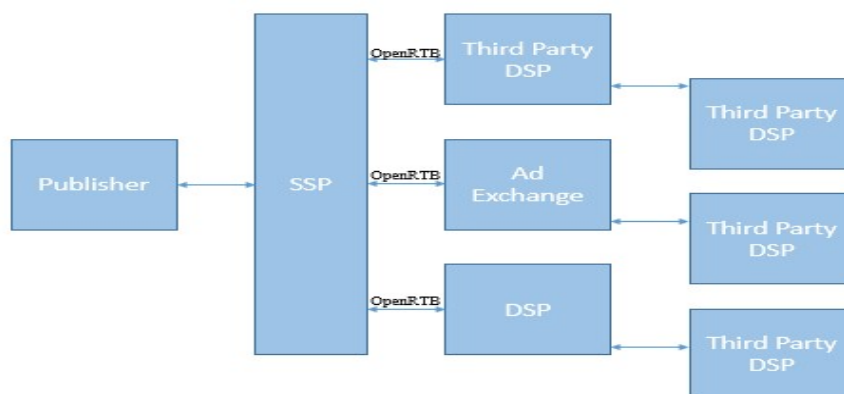
- 4.1. **Contextual Advertising:** With more than 85% of the Indian population travelling on Indian Railways, the passenger mix is highly diverse and advertisers will benefit hugely by making the ad impressions targeted based on the profile of the segment. Hence, the auction engine should have a provision to create personalized contexts relevant to Indian railways and expose the same to advertisers during an Ad bid request. Advertisers should also be provided with options to set rules to vary their bid pricing with dynamically changing contexts.
- 4.2. **Online and Offline mode:** RDN covers all categories of stations and quality of internet services might not be same across the locations. So, the auction engine should support playing advertisements on offline mode too without losing any of the functionality. It should also keep track of Ad playback with proof of play. In order to achieve above said functionality
  - 4.2.1. In case there is disruption of internet service, the auction engine should support downloading of Ads to edge device/screen ahead of time and serving them.
  - 4.2.2. In case the internet is slow, advertisements should be downloaded to edge device/screen but the advertisement selection should be based on real time contexts at that time so that revenue is optimized.

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- 4.3. **Recommendation Engine:** To aid the scheduling and publishing of presentations (with or without internet), there should be a campaign recommendation engine which recommends the campaigns that are optimized for a given time slot, context and categories.
- 4.4. **Frame accurate ad insertion on edge device:** There should be a provision to do dynamic ad insertion on the client devices especially for live stream events. The advertisements played for each user can be different and all the users (mobile app/website/Screen at stations) have to come back to live streaming at the same time without losing a frame.
- 4.5. **Retargeting capability:** The proposed solution should include mobile apps for the Railway passengers catering to various services of railways. The auction engine should be capable to monetize the mobile app users by delivering advertisements to mobile devices and TV screens. It should also support retargeting users across these channels.
- 4.6. **Open Standard APIs:** Auction engine should support connecting to third party DSPs and Ad exchanges through OpenRTB. It should also expose the dynamic contexts created for railways ecosystem to further down the pipeline through the bid request. Auction engine should publish its interfaces as public APIs so that other exchanges and systems can seamlessly integrate and leverage the power of Indian railways network of screens.

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5. **Customer Relationship Management (CRM):** The offered RDN solution should have CRM as a module. Customers interested in using the digital display services shall be provisioned with the facility to use the Business Portal. The portal may be used by the customers to buy inventory time slots for their showcasing advertisements and digital media at majority of the train stations across the respective region.

Customer Relationship management shall comprise of at least three sub modules namely Business Portal, Billing System and Auditing. The sub modules are have been described below for usage and purpose

- a) **Business Portal** – The business portal shall be the interface for the customers to view and select the availability of slots of the digital display systems deployed at stations across respective region.

This portal will help users to identify where they would like to display their content and finalize the time period for which they would like their advertisement to be running. The portal will also assist them in planning prior announcements or content which they would like to display at a particular date, time and place.

Access to business portal shall be controlled and will be provisioned through Operation Center.

All the on-line and off-line sales will have to be booked through business portal by the customer or the business partner(s) of the RDN (business associates for respective regions or authorized sales partners of RDN)

- b) **Billing System** – The Business Portal shall be linked to a billing portal to manage financial transactions related to sale of inventory. It shall contain the details of the costs associated with the scheduling of advertisements on the digital platform.

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The customer can easily plan his investments based on the amount forecasted by the billing system and also look at the previous paid amounts for advertisements published in the past.

The billing system shall be linked to payment gateway. All the payments, whether made through payment gateway or paid through any other mode such as cheque/Demand Draft etc., shall be in the name of JV made by consortium partners of respective regions. All such payments would be collected in an escrow account. The billing system should also support upcoming modes of payments such as by using services of payment banks, through various payment wallets etc.

- c) Auditing – The customer must be able to audit the changes, additions and modifications made to the published content, hence authorizing the content being published. The customer should have the provision to publish previously added/displayed content again as the entire repository of digital content previously uploaded by a particular user would be accessible in that customer's account.

In the event that the solution provided is not able to meet the specification/ performance standards specified in the RFP at the time of go live, the RDN Business Associate(s) will be required to augment/ upgrade software components/ features in the solution to ensure that the specification/ performance requirements are met without any additional cost to RailTel within a timelines mutually agreed.

The bidder shall also supply all required peripheral applications such as middleware, database, back-up solution etc. to operationalize the offered RDN solution.

- 6. Mobile Application** - The RDN Business Associate(s) is expected to create and design mobile application dedicated for RDN. The mobile app brand will be as per clause 4.1.3 of this section. The RDN app should be available on both Andriod playstore and iOS appstore and also at RDN webinterface. The bidder will be responsible for registration of RDN app in Playstore/Appstore. The mobile app should complement the RDN and enhance the utility and benefits of RDN, its CDP and e-Marketplace portal as well as the RDN web-interface. Mobile application is expected to aid the passenger experience across the journey (beginning before the passengers leave for the railway station and continuing till the passenger has completed the train journey and left the railway station). Passenger should receive all railway related information along with specific content to enhance their



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experience. Apart from the specific/ personalized content provided on mobile application, passenger should receive the content running on platforms/ stations and he will not miss any information. Mobile application can grab passengers' attention, engage them with immediacy and interactivity, and present passengers multiple streams of relevant information on a series of menu options. The RDN Business Associate(s) may also design and leverage the mobile app to enable their advertisers to fulfill/ generate orders from potential rail users. Various ancillary support services pertaining to transportation, healthcare, hotels etc. may be offered through the mobile app to provide an all-encompassing experience. The revenue generated through mobile app (advertisements, fulfillment of orders etc.) shall also be considered RDN revenue.

### **7. One RDN E-Marketplace Platform, Website and Mobile App**

1. For unlocking the value of the Centralised RDN system across both the regions and make RDN one brand across all the stakeholders, there will be one RDN E-Marketplace platform for advertisers, one RDN website and one RDN mobile App. This one bundle shall have to be integrated with both the Content Delivery Platform in both the regions. **This will be under the scope of service provider for Region 2 (South +West).**
2. The detailed product solutions proposal for E-Marketplace Platform, Website and Mobile App has to be given by the bidders of Region 2. The Region 2 RDN Business Associate will operate and maintain the solution for the period of the contract.
3. The RDN Business Associate of Region 1 (North +East) has to integrate his CDP platform with the platform (Mobile App, website and E-Marketplace) provided by Region 2 RDN Business Associate .
4. For all advertisements which comes through this platform, the revenue will be shared between them on pro-rata basis (based on the no of screens shared or as per the per unit contract-stations/bundle package etc.). A margin of 1% will be there for the Region 2 service provider for all transactions, which will be deducted before the calculation of revenue between the business associate of both the regions.
5. The selected Region -2 bidder providing this solution will ensure provision of equal operational rights to RDN business associate of Region-1. In case of failure, RailTel reserves the right to impose penalty of upto 10% of quarterly payout to RailTel and this penalty will be over and above of the penalty imposed due to non-compliance of SLA's. Point no. 4 and 5 will not be applicable if both the regions are awarded to same bidder.

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### **8. Requirements related to solution offered (Software/Licenses)**

1. The bidder shall design a comprehensive RDN solution to meet the functional and technical requirements as mentioned in this RFP.
2. The offered solution should include AMC and warranty of all the components offered and should be valid/ be continued across the contract period or contract closure whichever is earlier.
3. The offered software/ licenses should comply with RFP requirements
4. The following considerations must be taken for supply of the software:
  - 4.1. All the software envisaged can be licensed to RDN Business Associate(s). The licensing fee will be paid by the RDN Business Associate(s) during validity of the contract including transition period.
  - 4.2. Latest version of all softwares only should be used for setting up the RDN.
  - 4.3. Beta versions of software(s) will not be acceptable.
  - 4.4. The bidder must consider the disaster recovery environment while proposing the software/ licenses.
  - 4.5. The solution offered should be scalable and should be able to meet future requirements such as adding more stations to RDN network.
  - 4.6. The RDN Business Associate(s) shall provide complete documentation (including legal documentation) of all subsystems, licensed system software and other licensed software ; the documents should contain a minimum of 2 (two) sets of hard and soft copy along with technical manuals, installation guides, user manuals, system administrator manuals and troubleshooting guides.

### **9. Other requirements of solution offered**

1. Solution must be compliant to all applicable guidelines of DOT, TRAI and other competent government/ certifying authorities.
2. System should be compliant to safety requirements of Railways and within the IRSOD (Indian Railway Schedule of Dimensions) safety margins.
3. While designing the solution for a region, bidder should keep in mind the interoperability with the system of other region and hence should propose components co-exist (using interfaces, formats and standards).
4. Provide real time remote health monitoring and troubleshooting of the application and hardware.

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5. Ensure end-to-end security for the solution offered to prevent unauthorized use.
6. The RDN Business Associate(s) is expected to leverage on a solution based on Application Programming Interface (API) and also conform to other universal standards and practices in order to ensure a better interoperability between the devices on the network.
- 6.1. API based approach would enable quick and seamless inclusion and exclusion of solution components (servers, digital screens etc.) thus aiding an efficient expansion of RDN across the in-scope stations and also across stations that might be added to the RDN in future. Following is an indicative list of benefits of having an API based solution:
  - Seamless integration with third party applications
  - Easy management, migration of data between servers (web, app and DB)
- 6.2. Language or syntax agnostic thus providing the solution team with the flexibility to use the best-fit tools and technologies
7. The solution should allow administrator to manage access rights at user level following but not limited to selective access rights and access barring policies
8. Provide for usage statistics including, but not limited to, number of screens/ nodes connected at any point of time, maximum/ minimum/ average bandwidth usage per screen/ station/ in total etc.
9. The bidder shall keep and maintain required spare(s) in order to meet the SLA and requirements of the RFP
10. During the operation and maintenance phase, all offered solution components must be replaced or upgraded before its support is discontinued by the respective OEM.
11. As part of the RFP response, the bidder should submit 'end of life' details for all solution components offered to be installed.
12. The bidder shall confirm/ certify that the sizing and hardware offered by them for the RDN solution should be adequate to fulfil RFP's requirement and is as per industry best practices.
13. The RDN Business Associate(s) shall provide complete documentation (including legal) of all components provided. The documents at the minimums should include hard/soft copies (two sets each) to be supplied along with product licenses and associated solution software of the following:
  - 13.1. Technical manual / data sheets
  - 13.2. Installation guides
  - 13.3. User manuals
  - 13.4. System Administrator manuals
  - 13.5. Toolkit guides and troubleshooting guides

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14. **Audio Levels-** Audio is allowed to be part of RDN system, however RDN audio should not play when PA systems in Railway stations playing. The bidder is expected to integrate RDN systems with PA systems such that, RDN systems volumes automatically gets lower and PA systems overrides. The maximum allowed decibel levels for RDN systems are given below. As every station in Railways is unique in nature, Railways and RailTel reserves the rights to finalise the allowable sounds from RDN systems.

Day time- ( 6 am to 10 pm)- 30 db

Night Time (10 pm to 6 am)- 25 db

### **10. Data Center hardware Requirements**

While proposing the solution for content platform, bidder shall do adequate sizing of hardware like servers, storage, load balancers or any other hardware/IT infrastructure required in the data center. The bidder is advised to visit RailTel's DC/DR site and carry out necessary due diligence to understand the current state of IT infrastructure and propose the solution accordingly. The architecture offered for hardware should be scalable and should meet future requirement (due to addition of more stations to RDN network).

Bidder shall provide all necessary hardware which is required to be deployed at RailTel's Data center/DR site. Bidder shall also provide all necessary hardware related to IT infrastructure which is required to be deployed at railway stations for integrating RDN system with IT infra at RailTel's PoP. While sizing the hardware bidder shall ensure that the offered hardware in DC site should be with high availability in Active-Active mode and without any single point of failure. DR site should be of equal capacity and can be without high availability. Also, bidder should propose a solution which should meet the Recovery Time Objective (RTO) of 0.5 hour and Recovery Point Objective (RPO) of 24 hours. Following is the indicative list of hardware which may be required to deploy in DC/DR site for operationalizing the RDN solution:

1. Servers
2. Load Balancer
3. Storage device
4. Middleware (if any)
5. Any other hardware required to operationalize the RDN solution

**Functional and technical specifications of the envisaged RDN solution are as follows (all clauses related to display of Railway information and security of platform & data are mandatory to be**

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complied while others are indicative only. However, it is responsibility of bidder to make CDP platform secure and adaptable to Railways requirement):

Parameter	S. No.	Requirement
<b>Content Delivery Capability</b>	1.1	Solution is 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
	1.2	Solution should have capability to display content in different regional Indian languages in addition to English
	1.3	Solution should have capability to set customized advertising rate cards for any logical grouping
	1.4	Solution should be able to provide information in the hierarchical manner to address each node/platform/station.
	1.5	Solution should have capability to integrate with PRS, NTES, Train Charting servers and publish digital reservation charts and provide real time information about train at any given point in time.
	1.6	Solution is able to support rule based information dissemination (e.g. at the arrival of some specific train/ time of day etc.)
	1.7	Solution is able to integrate with existing: a)public address system (Audio and Video) with RDN b) Coach position system
	1.8	Solution is able to capture and display real time audio announcement and SOS alerts from station
	1.9	Ability of system to show location of various passenger (including for differently abled passengers) amenities at station.
	1.10	Solution should be able to display Graphical, animated and static content in various formats
	1.11	Solution should be able to support leading video streaming technologies such as MPEG4, HLS streaming etc.
	1.12	Solution should be able to play social media videos on any screen at any

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Parameter	S. No.	Requirement
		time such as You Tube etc.
	1.13	Solution should be able to support Live TV channel streaming - over satellite or IP interfaces
	1.14	Solution should be able to support Content Syndication of third party content using Cable Labs ADI(Asset Distribution Interface) specification
	1.15	Solution is able to push content with multiple levels of priority
	1.16	Solution should provide the capability to create playlists and link them to time slots for automatic deployment of content and playback at one or more displays
	1.17	Solution should be able to provide repetition of content and fallback content in case of media corruption and failure to display
	1.18	Solution is able to synchronize content at different display screens
	1.19	Solution should be able to treat each display as a TV channel
	1.20	Solution should be able to support alerting capability for emergency alerts handled through CAP standard
	1.21	Solution should be able to support full featured Announcement Management System. The proposed RDN system is required to be integrated with the existing public address (PA) system of Indian Railways as some of the multimedia content/live streaming may be required to play at Railway stations
	1.22	Solution should be able to support Global and Child Events - for individual or group of displays ensuring ability to trigger events based on other events
	1.23	Solution should be able to support various non-Railway real time feeds e.g. live feeds, news, sports, important messages, announcements etc.
	1.24	Solution should have capability to preview and approve content before its display on the screens by authorized user
	1.25	Solution should have capability to allot time slots for specified displays either on fixed time or variable time basis depending on overriding priorities.
	1.26	Solution should be able to support formats to be included but shall not be limited to are Advanced Systems Format files (.asf), Windows Media

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Parameter	S. No.	Requirement
		Audio files (.wma), Windows Media Video files (.wmv), MP3 files (.mp3), JPEG files (.jpeg or .jpg), Multicast information files (.nsc), Client-side playlist files (.asx, .wax, and .wvx), Server-side playlist files (.wsx)
	1.27	Solution should have the capability of dissemination of content within 5 sec
	1.28	Should be modular in nature with an option of expansion of display nodes and addition of various advertising modules in future as needed
	1.29	Should be scalable for future requirements
	1.30	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)
	1.31	Should be able to interface with an analytical tool
	1.32	Should have capability to push different content (complete or partial) at different nodes. a. Complete content: displaying different station/ platform/ node specific message at each of the node b. Partial content: Same message being published across all nodes followed by Station/ platform/ Node specific content (e.g. contact information of nearest GRP picket) as part of the same message
	1.33	Should support rule based information dissemination (e.g. at the arrival of some specific train/ time of day etc.)
	1.34	Should be capable to pull back any reported content/advertisement
	1.35	Should be able to display advertisements through multiple display options e.g. a. Split Screen b. Banner c. L – Shaped advertisements d. Logo Display e. Screen Border etc.
	1.36	Should have integration capabilities with various social media platforms e.g. a. Identified/ Approved pages on Facebook

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Parameter	S. No.	Requirement
		b. Identified/ Approved handles on Twitter c. Identified/ Approved channels on YouTube d. Any other platform as identified by RailTel in due course
	1.37	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.
	1.38	Possibility of Real time content aggregation for various content types including audio, video, graphics, text scroll, etc.
	1.39	Display content should cover all regional Indian languages in addition to English. Typically in each railway station, other than images, the content should be displayed in regional language, Hindi and English.
	1.40	Should be able to deliver and store the content locally at display screens to reduce the bandwidth requirement
<b>Architecture</b>	2.1	Solution should have capability of multiple levels of redundancy a Statefulness b Remote boosting
	2.2	Solution should have a multi-tier, open, scalable architecture.
	2.3	Solution should have security architecture capability such as User, superuser, admin, network, service, device level security management etc.
	2.4	Deterministic behavior - a Ability to talk to a specific node b Ability to group different node c Ability to minimize response time
	2.5	Solution should have auto discovery capability
	2.6	Solution should have hybrid cloud architecture capability such as to address busy peak load conditions etc.
	2.7	Solution should have capability of remote management of nodes
	2.8	Solution should be able to deliver content from sources like PPT Slides, pictures, graphics, animations, videos, live feeds, database content
	2.9	Solution should have capability to support maximum number of nodes at



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Parameter	S. No.	Requirement
		platform in the sense that It is able to seamlessly handle overheads with increase in number of nodes.
	2.10	Solution should have capability to book an ad campaign by individual or any logical group of screens
	2.11	Solution should have the ability to integrate through APIs.
	2.12	Solution should have capability to support web based interfaces.
	2.13	Solution should support LAN, WAN, IPv4, IPv6 and WLAN.
	2.14	Solution support multi-server deployment for scalability, load balancing and fault-tolerance.
	2.15	Solution should have capability to work in Fail Safe Mode.
	2.16	Solution should have capability to support Unified access management, authentication & authorization system
	2.17	Solution should have capability to support Integration of Operation Support Systems for operation, provisioning, monitoring, reporting
	2.18	Solution should have active buffering on display nodes for reducing network bandwidth
	2.19	Solution should support background loading of playlist content for zero delayed broadcasting in case of real time announcements and recently uploaded content
	2.20	Solution should have capability to integrate with Content Management Systems for live events etc.
	2.21	Solution should have capability to provide evidence of adequate performance and response times for commonly performed functions under the normal operating conditions for which it is intended
	2.22	Solution should have capability to enforce data integrity, referential integrity and relational integrity at all times
	2.23	Solution should have capability to accommodate future changes in functionality, reporting and growth in volume
	2.24	Solution should have capability to support central storage of data with multiple instances of Database
	2.25	Solution should have capability to support self-regulation controls for ads using behavioral targeting
	2.26	Solution should have capability to track individual uptimes of the nodes

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Parameter	S. No.	Requirement
		across stations
	2.27	Solution should have capability to maintain logs/audit trails of the advertisements and content displayed with timestamp
	2.28	Solution should have capability to monitor, schedule and trigger individual display screens from a central location (NOC)
	2.29	Solution should have a forward/reverse auction engine capability either of its own or as a separate module which can be fully interfaced with the CDP
	2.30	Solution should have capability to show available slots for auction with a drill down to node level.
	2.31	Solution should have reporting and monitoring capabilities with all the necessary analytical tools
	2.32	Auction engine should have capability 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.) as defined by RailTel
	2.33	Should be accessible over the web from an App or a Browser by authorized user with log history
	2.34	The solution (including displays and IT infrastructure) should be covered with a Centralised Security Architecture
<b>Advertising Capability</b>	3.1	Solution should be compliant with best practices of open RTB when required
	3.2	Solution should encompass a supply side platform, a demand side platform and an ad exchange
	3.3	Solution must support frame accurate insertion of video ads per display in sync with the video stream
	3.4	Solution must support ad insertion through a IAB VAST response
	3.5	Solution should have capability to create new ad products
	3.6	Solution should have capability to create sponsored ads
	3.7	Solution should be able to add continuously running widgets to the display screens along with digital content. Widgets could include temperature, clocks etc.
	3.8	Solution should have capability to insert video ads in pre roll, mid roll

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Parameter	S. No.	Requirement
		and post roll mechanisms
	3.9	Solution should have capability to insert video ads based on Cue tones/SCTE-35 markers/GPIO triggers provided by TV broadcasters OR any through other latest standards/technology available
	3.10	Solution should have capability to deliver advertisement slots in various models
	3.11	Solution should have capability to compress file Size as per IAB Creative Display Guidelines for appropriate file size
	3.12	Solution should have capability to block audio in companion ad unit.
	3.13	Display nodes should be able to buffer display content of some hours prior to the broadcast for improved network performance
<b>User Engagement</b>	4.1	Solution should have capability to support Video and audio content to be of full HD quality at a minimum bitrate of 5Mbps
	4.2	Video display quality and audio fidelity quality should be of appealing and noise free by passengers at station environmental conditions
	4.3	Solution should have Integration capability with QR codes on user mobiles
	4.4	Solution should have User attention retention features - quality and style of content presentation capability should ensure users' continued viewing
	4.5	Solution should have capability to deliver information within 5 sec - measured as the time interval from origination of information at NOC to publishing on any display
	4.6	Solution should have User interactivity features - features of the platform that ensure passengers' continued participation interest
	4.7	Solution should have capability to define the RDN network in unlimited number of logical groupings
	4.8	Solution should have capability to provide interactive interface for querying train and passenger information through mobile apps
<b>Business Portal</b>	5.1	Solution should have capability to create both content and advertiser affiliates and assign them to any logical grouping
	5.2	Solution should have capability to create logical groupings based on dynamic data

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Parameter	S. No.	Requirement
	5.3	Solution should have capability to assign display devices to affiliates
	5.4	Solution should have capability to host advertisement content on behalf of advertisers
	5.5	Solution should have capability to support advertisers in setting base price and rules for higher bidding by auction engine
	5.6	Solution should have capability to Integrate with Payment gateway to book advertisements
	5.7	Solution should have capability to create dynamic templates and layouts using portal inbuilt designer tool
	5.8	Solution should have capability to customize standard feeds and apps by location or zone
	5.9	Solution should have capability to create custom presentations and assign them to logical groups
	5.10	Solution Platform should have capability to watch any display activity in real time
	5.11	Solution should have capability to create custom alerts based on dynamic data
	5.12	Solution should have capability to assign custom alerts to logical groups
	5.13	Solution should have capability to preview all advertisements
	5.14	Solution should have capability for the infrastructure affiliate to create custom metadata for each display.
	5.15	Solution should have capability to restrict advertisers by ad type
	5.16	Solution should have capability to support both prepaid and postpaid model for advertisers
	5.17	Solution should have capability to specify logical rules for increased pricing of ad based upon context
	5.18	Solution should have capability to book new devices on the business portal
	5.19	Secure authentication and provisioning of new display devices into the RDN network through business portal
	5.20	Full featured content management system by device/group of devices
	5.21	The portal should present real time data in aid of advertisers
	5.22	The portal should allow administrator to create organization context

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Parameter	S. No.	Requirement
		groups. The Business Portal requires creation of both content and advertiser affiliates and assign them to any logical grouping. These logical groupings needs to be further divided into contextual groupings
	5.23	Organization context groups should be presented graphically to aid auction engine and advertisers
	5.24	The solution should capture Audit Trail for all Transactions
	5.25	The system should offer full application security and information on all security events must be recorded on an audit trail.
	5.26	Solution should have the ability to upgrade the authentication and authorization mechanisms to accommodate the future requirements
	5.27	Solution should have the capability to log out a user from a central location
	5.28	Solution should provide for user profiles to be controlled by a specific administrator.
	5.29	Solution should capture Audit Trail and Authorization for all Parameter changes
	5.30	Solution should perform time stamping of transaction(s)/ activities
	5.31	Solution should store passwords in encrypted form only
	5.32	Solution should manage Password Expiry incidents and the duration for the same should be parametrizable
	5.33	Solution should enforce (configurable) Time Restriction on Activities
	5.34	Solution should ensure that audit trail data cannot be modified in any way, or any part of the data be deleted by any user, including an Administrator;
	5.35	Solution should ensure that audit trail data is available for inspection on request, so that a specific event can be identified and all related data made accessible
	5.36	Audit trails and logging of user activities should be provisioned on the solution / data base.
	5.37	Solution should ensure and allow the authorization of parameter changes by Administrator
	5.38	Solution access should be permitted only through password verification with all user IDs being unique. Solution should not allow any generic

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Parameter	S. No.	Requirement
		users.
	5.39	Solution should support definition of Users, Groups and Roles relation in the solution
	5.40	Solution must provide different users with appropriate levels of access, without compromising confidentiality or security.
	5.41	Solution should be Unicode compliant and should also support customizing the interface in Local languages.
	5.42	User-friendly and flexible menu structure. The solution should accommodate both direct access to screens and navigation via menus.
	5.43	Solution should be able to monitor and report health of each display on dashboard and ability to create custom dashboards for monitoring specific nodes/cluster/zone.
	5.44	Solution should have capability to display real time advertiser dashboard
	5.45	Solution should be able to provide Proof of play as required by media buyers.
	5.46	Compliance to Information Technology Act 2000/2008, Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021 and Data protection Bill as issued from GoI from time to time. Bidder has to comply with European GDPR Act till an equivalent Act comes into force in India.
	5.47	Compliance to Guidelines For Provisioning of Internet Protocol Television (IPTV) Services released by I&B Ministry
	5.48	Compliance to Self-Regulation Guidelines for the Broadcasting Sector released by I&B Ministry
	5.49	Compliance to The Code of Self-Regulation of Advertising Content in India by ASCI
	5.50	Compliance to New Advertisement Policy [ With Effect From 2Nd October,2007 ] released by I&B Ministry or any amendment/new policy
	5.51	Compliance to Policy/ Guidelines issued by Bureau Of Outreach & Communication, MIB
	5.52	Compliance to Electronic Media Advertisement Policy Of The Government Of India released by I&B Ministry
	5.53	Solution should be able to create an interface for users to view and select

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Parameter	S. No.	Requirement
		available inventory
	5.54	Solution should have the capability of scheduling for advertisers
	5.55	Solution should be able to manage financial transactions related to sale of inventory
	5.56	Solution should be able to audit the changes, additions and modifications made to the published content.
<b>Business Resilience</b>	6.1	The system should have effective failover system at each layer of the deployed infrastructure to avoid downtime due to a single point of failure
	6.2	solution should be able to support Disaster recovery by replicating the data at remote locations
	6.3	solution should be RTO supported
	6.4	solution should be RPO supported
	6.5	Number of components of system supporting "make in India" initiative
	6.6	IPRs/license should be owned by the consortium partners

### 4.1.1.2 Supply and Installation of Display Units

The regional business associates are expected to supply and deploy screens meeting specifications and requirements mentioned in the RFP. It should ensure that the screens selected, customized and deployed should ensure high level user experience and engagement. The screen deployment and positioning should be in a manner where it gets maximum traction with the passengers. RDN Business Associate(s) for their respective region should deploy team including Architecture/Interior decorator to identify appropriate screen positioning, screen angle etc. for improved passenger experience at stations.

Following table captures an assessment on the indicative minimum number of screens (back-to-back) that the bidder may have to deploy across the railway station premise. However, the bidder, with RailTel's approval may deploy lesser screens basis the ecosystem of the station. The bidder is however suggested to perform a due diligence at the stations and deploy adequate number of screens to maximum the potential of RDN, while adhering to the minimum stipulation mentioned above and while complying to all railway guidelines (that are currently in force and that may be brought into effect going forward).

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Category	Platform	Waiting Halls	Concourse	Passenger Charting	Videowalls	FOB*
	55 inches	55 inches	65 inches	55 inches	12 sq. m	1 x 6 feet
Category 'A1'	18	2	3	4	2	Yes
Category 'A'	12	2	2	2	1	Yes
Category 'B'	8		1			
Category 'C'	8					Yes
Category 'D'	4					

\* \*The screen size mentioned is the minimum size and bidder may deploy larger screen size as per guideline specified in RFP (based on approvals for stations). The screens for FOB should be placed such that all stair cases to platforms are covered.

The average number of platforms\* across the five are categories are as mentioned below:

Category	No. of Platforms
Category 'A1'	8
Category 'A'	4
Category 'B'	3
Category 'C'	3
Category 'D'	2

*\*The average number of stations has been rounded off to the nearest integer value*

The total number of screens across both Region1 and Region 2 is assumed to be around 65,000 for pan India. However the total screens region-wise will be decided at the implementation time which will be based on station topology, location etc. Refer annexure 1 and 2 for further details on in-scope railway stations. 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. The bidder may not deploy screens on uncovered portion of the platforms. However, on specific requests of IR or RailTel, the bidder may have to deploy screens anywhere in the station premises.

Also, larger screens to be deployed at main entrance, concourse area, foot over bridges, waiting areas etc. Number of screens may be further increased basis coverage requirement or revenue generation potential at any particular station. The bidder shall install good quality displays/videowalls so as to ensure the readability and visibility of data in screens in daytime also. The screens/displays should maintain the aesthetics of station premises. In case of any violation, RailTel reserves the right to reject displays/videowalls.

The display screen solution should have a proposition of a media player which would be located at each



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station for either single role multi-screen or on a per screen basis. The role of the media player should not be limited to presenting the right content on the right display at the right time. 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)). . They should be able to manage proof-of-display log files and implement audience measurement and possess user interaction capabilities. The offered media player should be able to integrate seamlessly with the central content delivery platform.

The display media players should be capable of providing support to the most common multimedia formats, unicast as well as multicast protocols. The offline characteristics of media players should allow scheduled caching and downloading of media content and related resources (e.g. subtitles for a video, font-type for textual animation), based on a set of rules (e.g. “do not update content during particular hours”). The content platform should be able to manage the behavior and performance of the media player. The use of open interfaces to mediate and manage media objects and resources, such as ECMAscript (JavaScript), ITU-T H.761 LIME and ITU-T H.762 Ginga/ NCL, is encouraged as they provide efficient re-use of the same content, playing experience and interactivity across a wide variety of terminals.

The standard solution shall be able to establish a baseline set of standard formats for media intended to be used in the RDN. The baseline shall consist of support for all the formats listed in the RFP. By establishing a set of standard formats, content can be provided in these formats to multiple distinct networks in the expectation that each network can and will display the content accurately. Performance above the baseline is encouraged to support formats other than mentioned in the RFP.

### **1. Displays**

The offered display screens should be designed to operate 24x7 and should have appropriate power management, bright displays for high visibility, network interface to identify display format including sizes, type & orientation.

### **2. Media Players**

Media players offered should be able to integrate with the central platform and shall not be limited by the fact they only use limited and proprietary software and hardware. Media players should have the following features:

1. Support multiple frames/ channels
2. Network QOS support
3. Support DHCP

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4. HDMI
5. Secure Mountable
6. Local storage ( min. 32 GB, extendable upto 128 GB) & Streaming support

### **3. Installation**

Installation of these devices is important. It is recommended that the displays are installed with the following items in mind:

1. Theft proof mount to support display weight. The display screens should come with various mounting options for various locations at the railway stations which will be suspending from the wall, Table-top, suspended from roof-top, mounted on a pole or/and any other structure available and suitable for viewing of the passengers.
2. To ensure physical security of all the installed screens, the RDN Business Associate(s) would follow ruggedization guidelines as defined by RDSO or by IP 54 (indoor deployment) and IP 65 (outdoor deployment) and/or any other competent government authorities
3. Dual 240V GPO located behind mount.
4. Dual Network points located behind mount.
5. Avoid areas of high ambient light.
6. Adequate ventilation for heat dispersion.
7. It is imperative that the installation of digital signage not be viewed as just hanging a screen on a wall. The display must be integrated into the room/platform/relevant area design if it is to be installed in a new space, or that careful thought be given to how it should be integrated into an existing space.
8. When planning for locations of screens, take into account people traffic movements and other environmental factors that negate the effectiveness of digital signage. For example, a bad location where sun comes through window & can't view screen as a result.
9. Identify location points of interest, for example station map at front gate. Concourse areas and Foot over Bridges (as per site requirements) should have screens larger than 70".
10. Sightlines should be considered when determining where to mount screens to help catch attention.
11. The digital displays will be controlled by personal computers or through central platform.

### **4. Warranty**

All materials and equipment shall be new and of high quality suitable for the intended purpose. Most domestic level equipment isn't covered for commercial installations and care must be taken that purchased equipment is covered by manufacturer's warranty and can be supported and/or maintained by a

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local agent. Moreover, the RDN Business Associate(s) shall ensure that Warranty/AMC is valid till contract closure. The screens are expected to be replaced if there are repeated failures. Warranty/AMC of equipments is mandatory and details of warranty/AMC of the equipments has to be provided to RailTel on yearly basis. In case, RailTel's finds out any equipment is out of warranty, then it will be intimated to bidder to comply the same within a month. If the same is not complied, RailTel reserves the right to terminate the contract under Default by the bidders clause of this RFP.

### **5. Indicative responsibilities of the RDN Business Associate(s) for respective region for display screens**

1. Installation of display screens (suspended from the roof) along with the required one time setup at the covered platforms.
2. Installation of display screens (pole mounted & structure mounted) along with the required one time setup at the uncovered platforms.
3. Installation of display screens (wall mounted & structure mounted) at main entrances, inside waiting halls, food plazas, foot over bridge, concourse and other outdoor areas, as permitted by Railways.
4. Arrangement for power source from the station for setup of video display screens. Supply, Installation and Maintenance of Power Backup for RDN operations at stations to maintain the Service Level Agreement- Chapter 5 of RFP.
5. Arrangement of network from the Railway station endpoint to the media players and display screens for communications and transfer of content.
6. Setup of media players and display controller along with the display screens.
7. The RDN Business Associate(s) shall ensure that the installed media player and display screens are integrated with the central platform.

#### **4.1.1.3 Operate Central NOC and SOC**

1. The RDN Business Associate of respective region shall set-up (including installation, operation and maintenance) a Network Operation Center (NOC) and Security Operation Center (SOC). The bidder will also provide NOC tool, SOC tool and IT infrastructure related to NOC and SOC. RDN Business Associate of respective region at its own discretion may create sub-regional NOCs to manage screens for station level monitoring and ensure adherence to SLAs. These sub-regional NOCs (if any) should be integrated with central NOC. This central set-up should be able to monitor solution deployed at regional DC/ DR site. The RDN Business Associate(s) should also be set up (including supply, installation, operation and maintenance) monitoring screens in the central NOC and should integrate with pan-region displays in order to monitor availability of screens, media player or any other screen deployed at stations.

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2. The RDN Business Associate of respective region shall deploy monitoring screens and other required physical infrastructure in the central NOC and SOC center. A space of upto max 500 sq. ft for NOC/SOC/Command Centre and helpdesk will be provided to each RDN Business Associate in RailTel Gurgaon Office or any other suitable location on chargeable basis. It's the bidders responsibility to setup the NOC and helpdesk in the provided space. Electricity (through separate meter) and Internet/BW would be provided on chargeable basis. While sizing the room bidder shall ensure that the offered space requirement should be adequate for NOC and SOC without any single point of failure.

### **3. CYBER SECURITY of RDN Platform**

In this Clause the following terms shall mean:

“Cyber Security Incident” is the loss or unauthorised destruction, alteration, disclosure of, access to, or control of a Digital Environment.

“Cyber Security” is technologies, processes, procedures and controls that are designed to protect Digital Environments from Cyber Security Incidents.

“Digital Environment” is information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems.

(a) RDN Business Associate(s) shall:

- (i) implement appropriate Cyber Security measures and systems and otherwise use reasonable endeavours to maintain its Cyber Security;
- (ii) have in place appropriate plans and procedures to allow it to respond efficiently and effectively to a Cyber Security Incident;
- (iii) regularly review its Cyber Security arrangements to verify its application in practice and maintain and keep records evidencing the same;
- (iv) regularly perform penetration & vulnerability testing of its IT platform and maintains its record for review by RailTel as and when required; and
- (v) prepare mitigation to protect, isolate and restore its system from any Cyber Security Incident within acceptable time frame.

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(b) RDN Business Associate(s) shall use reasonable endeavours to ensure that any third-party providing services on its behalf in connection with this Contract complies with the terms of subclause (a)(i)-(iii).

(c) If RDN Business Associate(s) becomes aware of a Cyber Security Incident which affects or is likely to affect either Party's Cyber Security, it shall promptly notify RailTel.

(i) If the Cyber Security Incident is within the Digital Environment of RDN Business Associate(s), that RDN Business Associate(s) shall:

(1) promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and

(2) as soon as reasonably practicable, but no later than 12 hours after the original notification, provide RAILTEL with details of how it may be contacted and any information it may have which may assist RailTel in mitigating and/or preventing any effects of the Cyber Security Incident on RailTel's network.

(ii) RDN Business Associate(s) shall share with RailTel any information that subsequently becomes available to it which may assist RailTel in mitigating and/or preventing any effects of the Cyber Security Incident on RailTel's network.

(d) All SOC & NOC monitoring tools and the associated security devices are required to be hosted on premises of RailTel and shall not be cloud based.

(e) Compliance to Information Technology Act 2000/2008, Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021 and Data protection Bill/Acts as issued by GoI from time to time. Bidder has to comply with European GDPR Act till an equivalent Act comes into force in India.

### **4.1.1.4 Setting up and Commissioning of Helpdesk of Respective Regions**

The RDN Business Associate of respective region is expected to set up a helpdesk at Regional command center at RailTel Gurgaon Office or any other suitable location as per the previous clause. The bidder shall provide information and support related to IT, content, advertisement and network. It shall provide a single point of contact to provide assistance in troubleshooting and log ticket for queries/issues raised by respective regional business associates or Indian railways or RailTel personnel. It should deploy 24\*7 team to carry out business operations.

Helpdesk should be perform following (but not limited to):

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1. Tool should be able to create, edit and search tickets raised by respective regional business associates
2. There should be teams to provide assistance in network related queries such as content management, file management and security issues. Teams should also be able to provide assistance in issues related to failed/wrong advertisement display on screens or advertisement on wrong screens and content visualization.
3. The helpdesk tool should have problem escalation and resolution procedures
4. Teams should provide two level support. First and Second Level support for logging, tracking, resolution, and reporting of help desk incidents and service requests. Involves activities associated with restoring normal service operations as quickly as possible and minimizes the adverse impact on business operations:
  - a. First level support

It should be able to register and classify received incidents and to undertake an immediate effort to restore service as quickly as possible. 1<sup>st</sup> level support also processes service request and keeps respective regional business associate informed about his incident status at agreed upon intervals.
  - b. Second level support

The role of 2<sup>nd</sup> level support is to take over incidents that cannot be solved by 1<sup>st</sup> level support. They should also be able to escalate issues to higher authorities if not resolved at their level.

### **4.1.1.5 Setting up and Commissioning of Command Center of Respective Regions**

The regional business associate will be responsible for establishing a regional Command Center for business transactions within the RDN. The regional Command Center will have interfaces with the Railway systems for content transactions, modifications and introductions into the desired inventory. The Command Control center should have capabilities of integration, assimilation and dissemination of content through authorized channels. RailTel may deploy its resources in the command centers to facilitate CDP operations.

This center should possess a robust workflow mechanism with valid checkpoints for managing content from the source to the dissemination. The Regional Command Center should be able to perform the following:

1. Authentication mechanism for the content feeding business associates. The system should be able to verify the identity of the content sources so as to permit only verified and authorized content towards the content management platform.

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2. The system should also be capable of generating alarms to the Regional Command Center, NOC and helpdesk as security incidents in case of unauthorized sources try to broadcast content towards the content management platform.
3. The Regional Command Centre should have authority and capability to address the content arriving from regional business associate as part of their sales through advertisements. This content should be monitored for appropriateness, time limit specifications, distribution area and criteria, business justifications if any.
4. It will be the primary owner of the content arriving into the system and its broadcast to the display systems across the railway stations of India. Major tasks during the handling of content would be
  - 4.1. Monitoring the content arriving in the system.
  - 4.2. Verifying data integrity of the content, for example validating for correct formats and checking for display errors
  - 4.3. Aggregation of data within the system and monitoring correct mapping to inventories.
  - 4.4. Ensuring smooth dissemination of verified content to the display network from the content management platform
  - 4.5. Preventing conflicts related to content bookings on same inventory projections.
  - 4.6. Ensuring priority of content display. In events of unavailability of some display screens content priority will decide what is to be broadcasted on the active channels.
  - 4.7. Capability to override content in case of valid business reason.
5. The Command Centre should have capabilities of monitoring content to inventory mappings and ensure that content scheduling and time management is managed efficiently with no issues such as time lags, delays in broadcasting on the screens.
6. All issues reported by the RDN helpdesk related to content issues will be handled by the Regional Command Center. Examples of content issues, but will not be limited to, are issues while uploading content to RDN network in the desired inventory. Inventory booking showing up differently for different authorized users etc.
7. The Regional Command Center will operate in a 24 x 7 environment for handling issues generated during management of the content or any business logic errors generated in the system.
8. It should generate analytics and reporting for the business to identify potential areas of increased revenue generation, managing content as per the audience of a particular region and fine tuning the overall system to maximize returns from the system. The definition and management of various analytical reporting should be the responsibility of regional business associate.

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### **4.1.1.6 Utilization of RailTel's existing LAN infra at stations**

RailTel has built LAN infrastructure at 252 stations (Annexure-40 for Region 1 and Annexure 41 for Region 2) for Wi-Fi and other projects. This LAN infra consists of Fiber switch, Access switch, UPS (3/5 KVA at each platform), OFC Cable, mountable racks of suitable capacities etc.

The bidder(s) has to use the existing LAN infra of RailTel at 252 stations pan India (Annexure-40 for Region 1 and Annexure 41 for Region 2) for connectivity of RDN equipments. The selected bidder(s) shall use the existing LAN infra subject following conditions:

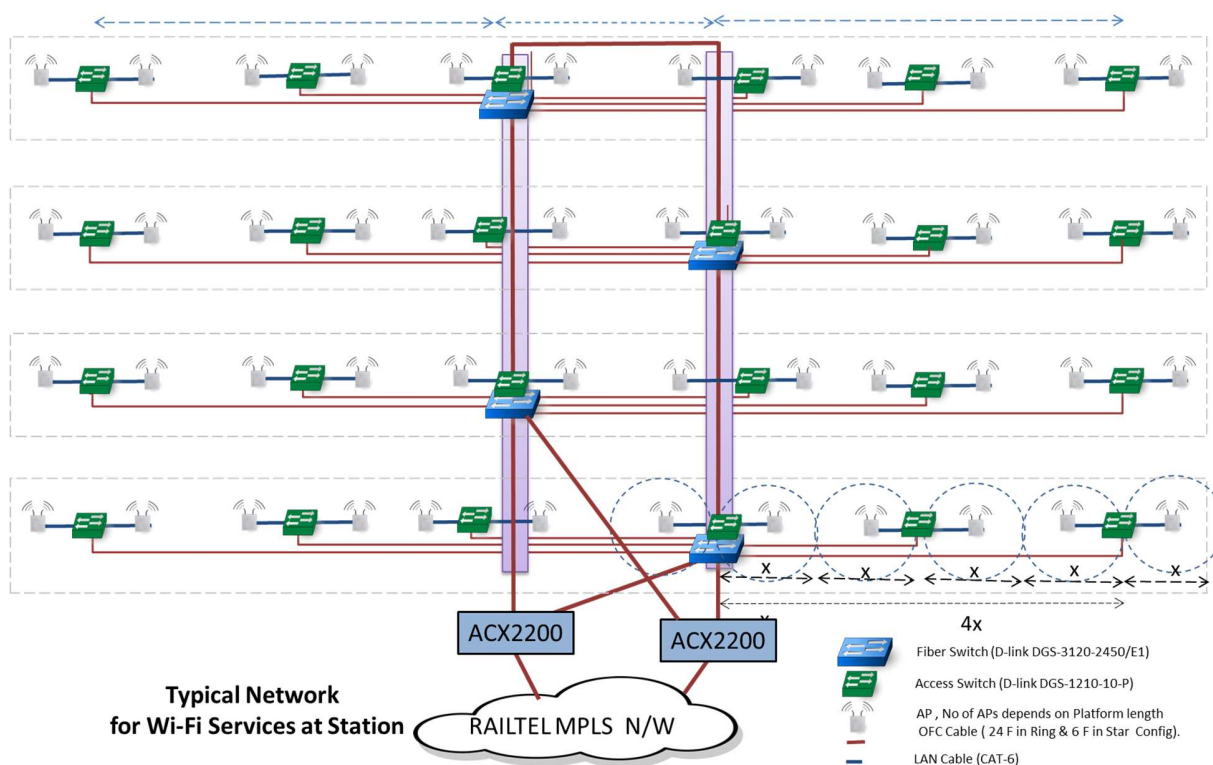
1. The existing LAN infra will be handed over to the bidder without charging anything during the project duration.
2. RailTel shall not be responsible for any upgradation of LAN infra at Railway stations, which has been handed over to bidder(s) for RDN for the project validity period and bidder will be free to upgrade/replace existing LAN infra as per project requirement at his own cost without affecting the performance of other services working on it.
3. Any deficiency observed during handing over of LAN infra to bidder, shall be rectified by the bidder with no cost to RailTel and Bidder shall maintain an uptime as per SLA's defined in Chapter-5 of RFP after one month from the date of handing over of LAN infra to the bidder.
4. The bidder shall maintain the same at its own cost.
5. RailTel reserves the right to use the station's LAN infra established by the bidder(s) or handed over to bidder by RailTel, for other projects at no cost to RailTel and to upgrade RailTel's/bidder's LAN infra for other projects at its own cost without affecting the performance of other services working on it, during the currency of the project .
6. Last mile from Switch port (maintained by the bidder) for RailTel's projects shall be maintained by RailTel or its authorized representative.
7. The bidder shall provide an automated IT application for calculating continuous power consumption due to bidder's RDN network and due to RailTel's other project for distribution of electricity consumption as per proportionate actual use. Cost of proportionate electricity consumption for RDN project shall be borne by the bidder.
8. The bidder shall keep separate power supply for UPS backup for Lan infra (switches) and for power backup for RDN infra (Display, Media controllers etc). The bidder shall also ensure that the power points provided for LAN infra are not being used for connecting displays, media controllers and other RDN equipment (other than equipment related to LAN infra).

At Railway stations as per Annexure-40 and Annexure-41, One Core switch (4 no. of SFP+ based 10GE ports and 24 no. of SFP based 1GE ports) has been provided at each platform and are connected together



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in Ring formation on fiber. Eight port PoE switch (2/4 SFP port) have been connected on these core switches linearly as per the following diagram.



### 4.1.2 Operate

The scope for work for this phase has been categorized into components:

1. Business Operations
2. Technology Operations

#### 4.1.2.1 Business Operations

The RDN Business Associate(s) for their respective region are expected to be fully responsible for the inventory available at the screen/station level in their region and hence shall be responsible for advertisement and content displayed in their respective region(s). The regional business associate should also be responsible for unified look and feel of the RDN. Together with RailTel, it shall take a lead role in Brand Building exercise of RDN and also play a key role in establishing RDN as a world class alternative media for viewers and advertisers. It should provide insights into the data available at the content

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platform and perform requisite analytics and provide inputs to improve the content in order to further enhance passengers' engagement and RailTel in sales pitch to advertisers by providing key indicators and analytics result.

The RDN Business Associate(s) shall be primarily responsible to unlock value/ monetize the inventory created by setting up of RDN. The RDN Business Associate(s) shall deploy adequate resources (technology, sales & marketing and HR) to sell the inventory slots to potential advertisers. It shall also setup alliances with other media houses and channel providers to monetize the available inventory. The revenue shall be booked and collected by the RDN Business Associate(s) for respective region.

All Regional business associates are expected to achieve/ perform following:

1. Railway information display (accurate and relevant)
2. Enhancement in passengers' experience at station
3. Revenue maximization (direct and indirect sales)
4. Pushing content from content platform
5. Building brand of RDN
6. Ensuring standardization of RDN by continuously interacting with the each other

It should ensure that station specific content is displayed in a manner as it was intended to. Broad guidelines for railway content and content (other than railway content)/ advertisement duration measurement:

1. The ratio of duration of railway content (in terms of sq. inch seconds) to other content and advertisement shall be maximum 50:50. Content/ advertisements sponsored by government bodies other than Indian Railways shall not be considered in the slots reserved for Indian Railways.
2. RDN Business Associate(s) can use full or partial screen to display Railway information, content (other than Railway content), advertisement etc.
3. The system offered should be able to provide report on requirement of compliance to display of railway content duration on clock hour basis (screen wise/platform wise/station wise)
4. Railway information along with emergency messages shall be given priority over other content and advertisement during critical events such as arrival of train, departure of train, change in train schedule, emergency messages, change in platform etc. For example RDN Business Associate(s) is expected to display relevant railway information like platform no., coach detail etc. at least 5-10 minutes prior to train arrival.
5. RDN Business Associate for respective region shall provide access to RDN system to Indian Railway personnel at station level/division level/ Zonal level etc and to various level of Ministry of Railways.

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in order to enable IR personnel to intervene for the display of passenger related information e.g. For change in train/arrival/departure, change in platform, emergency or any other railway information.

### **1. Responsibility related to content other than Indian Railways content**

Respective regional business associates shall be responsible for content displayed on the RDN network. The content should cut across genres mentioned below (but not limited to)

1. General entertainment
2. Social messages
3. News
4. Movies snap shots and trailers
5. Songs
6. Sports

Also, while designing content, Regional business associate may consider following (but not limited to):

1. Profile of passengers
2. Average time may spent by a passenger before screen like average time spent may be relatively higher in waiting hall area than in platforms and hence content could be different based on the location of screen to increase the traction
3. Major events like festivals, world cup, Olympic etc.

Business associate shall ensure that there should not be any breach in IPR or infringement of rights and should follow all advertising and content display guidelines issued by I&B ministry, Department of Electronics and Information Technology(DeITY) or other relevant regulatory or government agencies.

The Indian Railway/ RailTel reserves the right to disallow content or Advertisement at any point of time which has a bearing on safety, aesthetics, security. The message through content/ advertisements should not be socially offensive and should be keeping with public morality.

Advertisements/ content pertaining to liquor, cigarettes, pan masalas and other intoxicants and any other subject/ item considered objectionable under various Acts and laws of the Govt. shall not be displayed. There shall be no obscenity in the design and matter of the advertisement material. The RDN Business Associate(s) will abide by various state and statutory laws relating to advertisement/ display of content. The RDN Business Associate(s) shall be fully liable for any contravention in this regard and shall be suitably taken up under the laws of the land. The RDN Business Associate(s) will have to discontinue display of such advertisements/ content for which the Railway Administration will issue instruction. RDN

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Business Associate(s) is liable to abide by the various laws of State and Statutory Law relating to advertisement/ display of content.

Any incident reported wherein such content/ advertisement has been confirmed to be broadcasted then the system should be capable to pull back such content/advertisement. The RDN Business Associate(s) is expected to log and report such incidents to RailTel/ Indian Railways.

It should be solely responsible for content filtering, content mixing and content disseminating. It should deploy 24X7 team to carry out such activities and should pro-actively engage with content providers for disseminating content provided by them. Also, it will be responsible for all Indian Railways content which are created and disseminated using integration with Indian railways systems.

The business associate shall also take all necessary steps to overall maximize the revenue generation opportunities.

Pan-India reach of Railway Display Network is expected to attract national advertisement. The national advertising opportunities will require strong synergy between the RDN Business Associate(s) of both the region and hence bidders are requested to ensure transparency and maintain a collaborative outlook which in turn will help unlock the true value of RDN.

Railtel may select one of the two offered business portals. The advertisement rates and value shall be decided mutually by the RDN Business Associate(s) and RailTel. RailTel shall hold the rights to facilitate the same.

The RDN Business Associate(s) are expected to reserve a portion of their inventory for national advertisers, which will be decided and regulated by the central committee on a quarterly basis. In situations where decision needs to be expedited and cannot be upheld till the next quarterly meeting, any stakeholder can propose amendments in the policies which shall further become enforceable on mutual consent. The committee will also decide the nature of the cross selling incentive and policy for RDN Business Associate(s).

### **2. Revenue Maximization through alternate streams**

Apart from the mainstream process for revenue generation i.e. through content delivery and inventory selling, alternate monetizing streams may be explored with approval from RailTel/Indian Railways. Revenue generated through these alternate streams shall also be considered RDN revenue. Some of the examples of alternate revenue sources are as follows:

- 1. Data Analytics** - Analytics would be a way for profiling and enriching personalized content which will be more interactive and engage the passenger with the system. Advanced Analytics constantly

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monitors data to suggest changes to messages/content to match business rules and conditions – and even the passengers in Railway stations. Bidder shall follow all prevalent data protection laws as notified by GoI.

### **4.1.2.2 Technology Operations**

The Regional business associate of respective region is expected to perform following (but not limited to) activities for ensuring:

1. Application management services
2. Database management services
3. Server management Services
4. Back-up and storage management services
5. Managing DR services and maintain RTO and RPO
6. NOC and SOC services
7. Regional helpdesk services
8. Security Management Services
9. Policy enforcement
10. Voice and Video traffic management
11. Optimization, quality of services and SLA reporting

Regional business associate is expected to deploy all level of technical resources for monitoring and management of all in-scope IT/Non-IT infrastructure and applications. It should also submit the deployment plan as per Annexure 18.

The deployed engineers and technicians are responsible for monitoring every data flow, hop, server and endpoint attached to the content flow networks. The technical team should be able to monitor infrastructure health, security and capacity, and make decisions and adjustments to ensure optimal network performance and productivity.

The technicians will create alerts (or “tickets”) that identify and categorize any issue based on severity, alert type, and the priority of the problem. The technical team will work to resolve the identified problem and identify its root cause to prevent future issues.

NOC Technicians shall be categorized based on “levels”, which indicate expertise and problem-solving ability. In the case of a failure, an alert may be assigned to a Level 1 technician at first – but if upon further inspection the problem goes beyond the level of expertise of the analyst, the ticket may be escalated to a Level 2 or Level 3 technician.

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The deployed resources and tools shall provide complete end to end infrastructure assistance for the components and the integrating network deployed as part of the content delivery platform.

### 4.1.3 Sustain, Innovate and Unlock Value and RDN Brand Building

The brand of RDN project (all systems- Displays, Mobile app, web interface, Content Delivery Systems/ auction engine) will be in full form- ‘Railway Display Network’ and short form- RDN and name will remain Intellectual Property (IP) of RailTel. However, RailTel reserve to change the name of the brand. The RDN Business Associate(s) shall ensure the brand building of RDN will be one RDN brand in pan India. The logo, design of RDN will be finalized by RailTel. The Bidder(s) has to ensure that RDN/RailTel and Indian Railways brands and logos shall appear prominently in the RDN project and all PR and branding activities for the project shall be approved by RailTel/Indian Railways.

1. If one bidder wins both the regions, name of mobile app can be co-branded. Logo will be decided mutually.
2. If two bidders are on-board for both regions, the name of mobile app will be provided by RailTel and the co-branding of mobile app will be inside the app. The app name and logo brand will be decided by RailTel.
3. Co-branding in the hardware (on displays) will be allowed for each region, RailTel will be the approving authority for the same.

The RDN Business Associate(s) shall take every possible step to achieve following

1. Establishing RDN as an alternate media;
2. Showcasing contextual content to keep the passengers engaged;
3. Making the complete RDN self-sustainable by attracting advertisers and leveraging on revenue generation opportunities;
4. Innovating and upgrading the process and technology to remain relevant;
5. Work towards continuous improvement for increasing the efficiency level.

## 4.2 Implementation Services

It is expected that RDN Business Associate of respective region shall complete the deployment of content platform, establish regional command center, and start the full-fledged NOC and SOC operation in 4 months from the date of award of contract/LOA whichever is earlier.

Milestone	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Resource on-boarding						

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Milestone	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Deploy content platform						
UAT of content Platform						
Go-Live						
NOC establishment						
SOC establishment						
Regional Command Center						
Regional Helpdesk						
Stabilization Phase						

It is expected that the RDN Business Associate(s) shall deploy screens in their respective region within timelines as mentioned below from the date of award of contract/ LOA whichever is earlier. The time period given for implementation is the maximum period given to the bidder to implement the project. The bidder is free to complete the implementation work before the maximum timelines given. The RDN Business Associate(s) shall submit a roll put plan to implement RDN at the in-scope railways stations within the awarded region. This roll-out plan shall be finalized along with RailTel considering the availability of stations, priority of Indian Railways, operational challenges, business requirement etc.

It is envisaged that the roll-out shall be done in a phased manner.

**For stations which are Greenfield-** Deployment at A1 stations followed by category A and then C category stations to be completed in 1 year from the date of issue of LOA. Remaining stations of category B and D shall be covered and completed in 2<sup>nd</sup> year.

**For stations which are brownfield-** In 3 month's period after handing over of stations to the selected bidder

The RDN Business Associate(s) of respective region is expected to provide station wise detailed project plan as a part of RFP response. The below table shows the major milestones .The implementation scope would include all such activities required to make the Content Platform solution operational. The Activities under implementation would include following:

1. Project Preparation
2. Business Design
3. Configuration / Customization

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4. Testing
5. System Acceptance and Go-live
6. Post Go Live Stabilization Support

As a part of implementation services, the RDN Business Associate(s) is expected to carry out survey at each station, create lay-out for screen deployment and take all necessary approvals before installing screens on a particular station.

During implementation phase, it is expected that RDN Business Associate(s) shall integrate the offered RDN solution with Indian Railways' systems in order to disseminate Indian Railways/ passenger related content. Following is an indicative list of Indian Railway systems that are envisaged to be integrated with the RDN solution directly or indirectly:

1. National Train Enquiry System (NTES)
2. Passenger Reservation System (PRS)
3. Coach Operating Information System (COIS)
4. UTS (Unreserved Ticketing System)
5. Public Address System (PAS)

Note: In case the RDN Business Associate(s) 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 reserves the right to terminate the contract.

### **4.2.1 Project Preparation**

The RDN Business Associate(s), in collaboration with RailTel and other key stakeholders, shall be responsible to prepare a project charter and a detailed project plan, indicating all activities with resources required, their roles and responsibilities and schedule for submitting deliverables. The project charter and the project plan prepared should be submitted to RailTel for approval.

1. The project plan should also contain brief project description, approach and methodology, milestones, project organization, project risks and mitigation plans, and dependencies.
2. The project plan should include a detailed program for installing and implementing the content platform and other service as defined for Regional business associate in this RFP. The program shall be in the form of a bar chart/ master network identifying key phases in various stages of the project.
3. The RDN Business Associate of respective region shall form a project team comprising the following key positions (but not limited to):
  - 3.1. Project Sponsor



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3.2. Project Manager

3.3. Team lead for various areas

3.4. Developers and Testers

3.5. DB Administrator

3.6. Business Analysts

### **4.2.2 Business Design**

The RDN Business Associate of respective region is expected to understand and create complete business flow while taking inputs from RailTel. This should include consideration of functional requirements mentioned in the RFP and any other requirements that are required for the smooth business operations. The requirements may be gathered by conduction one on one sessions, workshops etc. The business design document created should be able to guide technical team to identify need for customization or configuration changes required in the solution offered.

### **4.2.3 Configuration /Customization**

1. RDN Business Associate of respective region shall conduct a study on RailTel's technical and functional requirements and the current market needs. The RDN Business Associate(s) shall then make the required system configuration & design modifications to implement the requirement in order to achieve the desired functionality. However the same must be tested before deployment.
2. RDN Business Associate(s) is required to undertake customization that may be needed in line with the changed, improved or specific business processes requirement identified during Business Design phase.
3. RailTel reserves the right to seek customization to meet its unique requirements and validate the design or findings indicated as custom development by the RDN Business Associate(s).
4. RailTel reserves the right to get the functional specifications and effort reviewed by an external consultant and may ask for changes basis the recommendation of the external consultant.
5. RailTel team to be fully associated for the configuration/customisation of the system for enabling complete knowledge sharing.

### **4.2.4 Testing**

1. The RDN Business Associate(s) shall provide details of tests being carried out during the implementation (e.g. including conference room pilots, unit tests, System integration tests, Stress tests and final user acceptance test.)
2. RDN Business Associate(s) shall prepare a testing strategy documents which will include testing plans, schedules, content. Testing strategy should define the requirements and goals of content

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platform, determine the tools and methods used to check that the system responds correctly, determine how and when the test will be performed and recommend how the approval process should occur.

3. RDN Business Associate(s) shall be responsible to identify and inform RailTel regarding testing requirements and impacts.
4. RDN Business Associate(s) must ensure deployment of necessary resources and tools during the testing phases.
5. The various testing which successful bidder has to perform are as follows (but not limited to):
  - 5.1. Development Testing
  - 5.2. Integration Testing
  - 5.3. Performance Testing

### **4.2.5 System Acceptance and Go-live**

The RDN Business Associate(s) of respective region shall develop acceptance test procedures and seek RailTel's approval. The purpose of system acceptance is to ensure conformance to the required business process operations, response times, integrity of the software after installation and to eliminate any operational bugs. Acceptance testing has to be conducted in the test environment. The system acceptance testing would include, but not be limited to fine tuning of the software and ensuring all required related software components are installed. All the acceptance tests should be carried out before Go-Live. At the satisfactory conclusion of these acceptance tests, the implementation of the software shall be considered complete fit for operations and Go-live.

### **4.2.6 Post Go-Live Stabilization**

1. The RDN Business Associate(s) shall provide post Go-Live support, as part of the scope of the project.
2. The RDN Business Associate(s) shall continue deploying the same technical & functional resources at site for two (2) full months after implementation and Go-Live.
3. The RDN Business Associate(s) needs to update the required changes, if any, in configuration manuals and deliver to RailTel prior to the completion of this phase (post go-live stabilization).
4. Stabilization period may be extended as required in case any critical issues are raised by RailTel. Subsequent to the successful closure of all the critical issues, RailTel shall provide sign-off for the completion of post go-live stabilization phase.

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### 4.2.7 Training

1. During project duration, trainings is to be arranged by bidder(s) in online and offline modes as per the requirement of RailTel.
2. As part of the training scope, the RDN Business Associate(s) shall have to give three types of trainings:

**2.1. Training to Core Team (cross-functional):** The RDN Business Associate(s) will be responsible for training the designated core team (functional and technical) of RailTel/ Indian Railways for the railway display network setup (solution architecture, individual software solutions and other solution components) covering product features, configuration, customization, parameterization, operations, management, error handling, system administration, etc. with respect to railway display network through OEM. The core team is expected to comprise of 40-50 trainees and place of training for both the regions will be decided by RailTel.

**2.2. Training to IT Team:** The RDN Business Associate(s) shall be responsible to give a detailed technical training to the IT team of RailTel/ Indian railways and should cover product features, configuration, customization, parameterization, operations, management, error handling, system administration, etc.

**2.3. Training to Railway Staff deployed on stations:**

3. The training should enable IR users to intervene in RDN system for making overrides in passenger related information.
4. During the pre and post go-live support and stabilization period, the bidder shall identify the faculty for imparting training to the IR/ RailTel users of that location. RailTel shall make arrangement for training infrastructure and IR/ RailTel users.
5. Power users of the locations shall be trained at Delhi by RDN Business Associate(s) before the go-live at each phase. After the stabilization period these power users shall impart user trainings and support as and when required.
6. The RDN Business Associate(s) shall also conduct a one day workshop (independent from the training session for primary team) for the senior management of IR/ RailTel at respective location. This workshop shall cover the capabilities and functionalities of the implemented solution.
7. With regard to activities under the scope of the bidder in this RFP; the bidder needs to provide a comprehensive training methodology document and the training should cover at least the following areas:
  - 7.1. Functionality available in the solution
  - 7.2. Customization development
  - 7.3. Parameterization

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- 7.4. Data Migration
- 7.5. Impact analysis
- 7.6. Auditing techniques
- 7.7. Advanced user training
- 7.8. Advanced trouble shooting techniques
- 7.9. Deployment of various products/ packages as part of the solution
- 7.10. Techniques of generating various MIS reports from the solution provided
- 7.11. Advanced training on database systems and network systems to be used by the offered solution
- 7.12. Log analysis and monitoring
- 7.13. Incidence analysis and reporting
- 7.14. Training for report writer facility to create new reports and modify existing reports
- 7.15. System and Application administration at RailTel facilities
- 8. The bidder needs to provide the minimum qualifications, experience and time frames for which the people will be required from IR/ RailTel. IR/ RailTel shall be responsible for identifying the appropriate personnel for all the training requirements.
- 9. The training will be held at locations decided by RailTel.
- 10. The RDN Business Associate(s) can use the training infrastructure at IR's training centres and the IT infrastructure available at these training centres. The RDN Business Associate(s) is expected to set up the required infrastructure (including the client desktops) at the various training centres of IR/ RailTel for the purpose of training. IR/ RailTel shall not pay any additional amounts to the RDN Business Associate(s) for the same.
- 11. The RDN Business Associate(s) will be responsible for providing the users with the requisite training material (for functional training, technical training, and end user training material, job card and other relevant material) in both hard and soft copies at least for the primary team. The onus of preparing the training material will be on the RDN Business Associate(s).
- 12. The RDN Business Associate(s) will be responsible for preparing, circulating and collecting training feedback forms from the participants and ensure analysis is performed and action is taken on the feedback provided.
- 13. The feedback forms will be prepared by the RDN Business Associate(s), reviewed and given to IR/ RailTel. The changes, if any, suggested by IR/ RailTel or its consultants, should be incorporated and implemented by the RDN Business Associate(s).
- 14. The RDN Business Associate(s) will provide a detailed training methodology & schedule to RailTel for review and sign – off prior to commencement of the training.

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15. The RDN Business Associate(s) will have to measure effectiveness of training delivered through theoretical/ practical assessments and provide training completion certificates to the candidates.
16. The RDN Business Associate(s) will be responsible for providing ongoing training at defined intervals to the identified IR/ RailTel personnel.
17. All training provided by the RDN Business Associate(s) as part of the scope will be in the form of either hands-on, class room or on-the-job training.
18. The RDN Business Associate(s) should continuously refine and re-confirm the training needs with the RailTel's project manager as the project progresses. The RDN Business Associate(s) should ensure full knowledge transfer to IR/ RailTel team as and when required basis their roles and responsibilities.
19. The training course offered by the RDN Business Associate(s) can also be offered as a regular course i.e. as a class room base training at IR's training institutes. The RDN Business Associate(s) shall be responsible to offer the course through 2 trainers at 1 training institute for 1 year post-go-live of phase 2.
20. The RDN Business Associate(s) shall also have to create a Computer Based Training (CBT). This training would be available on IR's/ RailTel's intranet/ training platform. The RDN Business Associate(s) shall have to update the CBT training in case of any upgrades/ modifications in the solution, if any.
21. The minimum qualification for any trainer allocated to IR/ RailTel against this RFP shall be 2 Years of Experience as a Trainer (Techno-Functional).

### **4.3 Extension of Contract and Exit Management**

1. The RDN Business Associate(s) shall be allowed, any time after the completion of lock-in period of 3 (Three) years of the Contract Term, to exit the Contract Agreement by giving - 12 (twelve) months' prior written notice to RailTel, subject to completion of transition period. The bidder has to pay the MG OR Revenue share (whichever is higher) during notice period.
2. If the Business Associate(s) wrongfully exits or abandons the Contract Agreement, the Rolling PBG of the Bidder shall liable to be forfeited by RailTel and the Business Associate may also face debarment from participation of RDN tender for next 5 years.
3. In the event of termination (at the end of contract or pre-mature- after completion of 12 months' notice period for exit) of contract, the RDN Business Associate shall be responsible for transition activities mentioned hereafter. The transition period would span for a minimum of six months and a maximum of two years, starting from the date of end of contract. The bidder has to pay Revenue share as per slabs during transition phase after completion of notice period.

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- 3.1. In case the contract is terminated before the contract period, the outgoing Business Associate(s) is wholly responsible to remove the assets of RDN at his own cost. It may be required that the outgoing Business associate to transfer all the assets of RDN including content platform, screens, software, hardware, network equipment, accessories or any other devices deployed at stations, NOC, SOC, DC, DR or any other location from where RDN operations are running at mutually agreed value to newly appointed business associate. However, it will be the sole discretion of the newly appointed business associate to decide on which of the RDN assets (which include content platform etc.) to be taken over.
- 3.2. During the transition period, the outgoing RDN Business Associate shall provide parallel/ shadow Operations and Maintenance Support services for entire duration of transition period. In the event of failure, RailTel may forfeit part/complete PBG.
- 3.3. Appoint a dedicated transition manager to manage transition activities.
4. Outgoing RDN Business Associate shall continue to provide uninterrupted RDN services till the time transition-out period is completed in all respects.
5. If the Outgoing RDN Business Associate is unable to provide services during the transition period or is unable to obtain RailTel's sign off, all assets installed by the Outgoing RDN Business Associate will be taken over by RailTel.
6. In the event of termination being initiated by RailTel, on the account of defaults by RDN Business Associate(s) as defined in section 14.6 & 14.11 of this RFP:
  - 6.1. The PBG & Minimum Guarantee shall be forfeited and the balance work shall be done independently without risk & cost of the Business Associate.
  - 6.2. The RDN Business Associate(s) shall be debarred from participating in future RDN tenders for 5 years period.
7. In case of exit or termination by Business Associate of either Region, RailTel reserves the right to offer that Region to the Business Associate of other Region on same terms & conditions of the offered region.
8. RailTel, at the end of the contract period (10 years), may choose to extend the contract or allow the Outgoing RDN Business Associate(s) to discontinue the RDN services.
9. If the Business Associate wishes to extend the contract, it shall have to apply for an extension no later than 1 year before the contract expiry date.
10. The Business Associate shall have to ensure that at the time of transitioning out of the contract, all assets of RDN including content platform, screens, software, hardware, network equipment, accessories or any other devices deployed at stations, NOC, SOC, DC, DR or any other location from where RDN operations are being carried out, in case transferred to RailTel, are under live AMC.

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11. The RDN services will be provided by the outgoing Business Associate(s) including IPR's for the transition period of min 6 months to max 24 months till development of similar Digital platform by the new RDN Service Provider/ RailTel or its constituents (whichever is earlier). However, all aspects of user data from RDN services will be jointly owned by RailTel and the outgoing Business associate 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 outgoing Business associate at the end of the contract.
12. In the event of non-cooperation of transition of RDN services by the outgoing Business associate during transition period, RailTel may forfeit PBG.

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### **5 Chapter-5: Service Level Agreement**

The purpose of this section is to define the level of service that the RDN Business Associate(s) needs to provide to RailTel for the duration of this contract. The RDN Business Associate(s) has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services.

Non-compliance of SLAs will lead to penalties (incremental revenues to RailTel) as defined in this section. Penalties shall not be levied on the RDN Business Associate(s) in the following cases:

1. Non-compliance of SLAs has been solely due to reasons (acceptable to RailTel) beyond the control of the RDN Business Associate(s)
2. There's a Force Majeure event affecting the SLA which is beyond the control of the RDN Business Associate(s)

All SLAs will be reviewed every 6 month and same will be approved by the steering committee. Service Level Agreements mentioned in this section are at a regional level and need to be met individually by RDN Business Associate of each region. RailTel has defined in-scope services and corresponding service levels below. Each service level shall be reported and evaluated on monthly basis through mutually agreed mechanism. Bidder shall provide, as part of monthly evaluation process, reports to verify bidder's performance and compliance with the service levels.

The RDN Business Associate(s) shall have to provide online monthly SLA reports from the beginning of the contract. However, applicable penalties, as mentioned in the table below, shall be levied on the bidder only after the completion of stabilization phase. The SLAs have been categorized into the following buckets:

1. Implementation SLAs
2. Operational SLAs
3. Incident Management SLAs
4. Service Request SLAs
5. Solution SLAs

Live SLA reports to be maintained by the RDN business associate during contract period- daily, monthly, quarterly and yearly SLA report. Auto generation of Alerts in the violation of SLAs. Availability of Live SLA report will be ensured after 30 days of issue of LoA. SLA reporting module to be part of the CDP and any failure of SLA module shall be treated as failure of CDP platform.



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Implementation SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
1	Project Implementation-Greenfield Stations (A1, A and C category stations)	Delay in completing the rollout of RDN at the stations in the awarded region	No. of weeks (5 working days) of delay over and above the planned rollout timeframe of 1 year. (stations pending)	Quarterly	No Delay	1% of Minimum Commitment quoted for Year 1 for each week of delay
2	Project Implementation-Greenfield Stations (B and D category stations)	Delay in completing the rollout of RDN at the stations in the awarded region	No. of weeks (5 working days) of delay over and above the planned rollout timeframe of 2nd year. (stations pending)	Quarterly	No Delay	1% of Minimum Commitment quoted for Year 2 for each week of delay
3	Project Implementation-Brownfield Stations (A1,A,B,C and D category stations)	Delay in completing the rollout of RDN at the stations in the awarded region	No. of weeks (5 working days) of delay over and above the planned rollout timeframe of 6 months. (stations pending)	Quarterly	No Delay	1% of Minimum Commitment quoted for the corresponding year (in which the station is given) for each week of delay

### Operational SLAs

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S. No.	Business Service	Definition	Calculation	Periodicity	Cat A1 Stations SLA	Cat A Stations SLA	Cat B Stations SLA	Cat C Stations SLA	Cat D Stations SLA	Penalties
1	All Display Screens	Availability of display screens in terms of sq. hours	(no. of sq. inch hours available* 100)/ (no. of total sq. inch hours in review period - scheduled downtime )	Quarterly	99.90 %	99.90 %	99.50 %	99.50 %	99.00 %	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA.  Total decline in SLA for penalty calculation will be the sum of delay (beyond mentioned SLA) of all categories of stations.
2	Station Uptime	For tier A1, A, B & C - Uptime of station - (station shall	(Total time for which more than 5% screens (in terms of sq.ft)	Quarterly	99.90 %	99.90 %	99.50 %	99.50 %	99.00 %	Additional revenue worth 0.01% of total payout

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Operational SLAs										
S. No.	Business Service	Definition	Calculation	Periodicity	Cat A1 Stations SLA	Cat A Stations SLA	Cat B Stations SLA	Cat C Stations SLA	Cat D Stations SLA	Penalties
		<p>said to be up if at least 95% screens (in terms of sq. ft.) are up and available at that point in time)</p> <p>For tier D - Uptime of station - (station shall said to be up if at maximum 1 (one) screen is down and not available at that point in time)</p>	<p>are not available for RDN) / (total no. of hours in review period - scheduled downtime )</p>							<p>for the quarter for each 0.1% decline in SLA.</p> <p>Total decline in SLA for penalty calculation will be the sum of delay (beyond mentioned SLA) of all categories of stations.</p>

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Operational SLAs										
S. No.	Business Service	Definition	Calculation	Periodicity	Cat A1 Stations SLA	Cat A Stations SLA	Cat B Stations SLA	Cat C Stations SLA	Cat D Stations SLA	Penalties
3	Inventory Sharing	Compliance to 50% ratio for inventory sharing (in terms of sq. inch seconds)	(Total inventory consumed by Partner)/ (Total inventory available after factoring in scheduled downtimes)	Quarterly	100%	100%	99.90%	100%	99.90%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA.  Total decline in SLA for penalty calculation will be the sum of delay (beyond mentioned SLA) of all categories of stations.

Incident Management SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty

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Incident Management SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
1	Abandonment Rate (Ideal scenario: 0%)	Abandonment rate is the number of incidents that are not catered to by the Bidder	$(\text{Number of incidents not acknowledged} * 100) / \text{Total number of incidents}$	Quarterly	0.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA
2	Resolution Time (S1 - Critical)	Resolution Time is the average time taken to resolve S1 critical incidents within agreed timeframe i.e. ( $\leq 120$ minutes for application and $< 60$ minutes non application related tickets respectively)	$(\text{No. of S1 critical incidents resolved within agreed time lines} * 100) / \text{Total number of S1 critical incidents logged}$	Quarterly	99.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA
3	Resolution Time (S1) ( $\leq 240 / 60$ minutes for application/ non application related tickets respectively)	Resolution time is a measure of S1 incidents resolved within agreed timeframe i.e. ( $\leq 240$ minutes for application and $< 60$ minutes non application related tickets respectively)	$(\text{No. of S1 incidents resolved within agreed time lines} * 100) / \text{Total number of S1 incidents logged}$	Quarterly	99.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA
4	Resolution Time (S2) ( $\leq 360 / 240$ minutes for application/ non application related tickets respectively)	Resolution time is a measure of S2 incidents resolved within agreed timeframe i.e. ( $\leq 360$ minutes for application and $< 120$ minutes non application	$(\text{No. of S2 critical incidents resolved within agreed time lines} * 100) / \text{Total number of S2 critical incidents logged}$	Quarterly	99.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA

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Incident Management SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
		related tickets respectively)				
5	Resolution Time (S3) (<=720 minutes for both application and non-application related tickets)	Resolution time is a measure of S3 incidents resolved within agreed timeframe i.e. (<=600 minutes for both application and non-application related tickets)	(No. of S3 critical incidents resolved within agreed time lines * 100) / Total number of S3 critical incidents logged	Quarterly	99.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA

Service Request SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
1	Abandonment Rate (Ideal scenario: 0%)	Abandonment rate is the number of calls that are not catered to by the Bidder	(Number of calls not acknowledged * 100)/ Total number of calls	Quarterly	0.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA
2	Resolution Time P1	Resolution time is a measure of P1 service requests resolved within agreed timeframe. (execution time 4 hours)	(No. of P1 service requests resolved within agreed time lines * 100) / Total number of P1 service requests logged	Quarterly	99.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA

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Service Request SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
3	Resolution Time P2	Resolution time is a measure of P2 service requests resolved within agreed timeframe. (execution time 8 hours)	(No. of P2 service requests resolved within agreed time lines * 100) / Total number of P2 service requests logged	Quarterly	99.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA
4	Resolution Time P3	Resolution time is a measure of P3 service requests resolved within agreed timeframe. (execution time 24 hours)	(No. of P3 service requests resolved within agreed time lines * 100) / Total number of P3 service requests logged	Quarterly	99.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA
5	Time to first response	Average time taken to provide first response for service requests logged in the review period.	Average time taken to provide first response for service requests logged in the review period.	Quarterly	99.50%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA

Software SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
1	Content Delivery Platform	Availability of CDP solution	(Total uptime in a quarter)/ (Theoretical maximum time in a quarter - scheduled downtime)	Quarterly	99.90%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA

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Software SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
2	Network Monitoring Solution	Availability of the Network Monitoring Solution	(Total uptime in a quarter)/ (Theoretical maximum time in a quarter - scheduled downtime)	Quarterly	99.90%	Additional revenue worth 0.01% of total payout for the quarter for each 0.1% decline in SLA

The total At-Risk amount for each quarter shall be 10% of the total pay-out (RailTel's share in Gross Revenue & MG).

All SLAs pertaining to different categories are defined above. RDN Business Associate(s) shall submit the SLA report on monthly basis. However, Penalty won't be imposed on those Service Level breaches where cause(s) of the breach is beyond the control of RDN Business Associate(s). Penalty amount of higher value shall be applicable if same incident caused breach of two or more different Service Levels.



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### 6 Chapter-6: Governance Mechanism

#### 6.1 Governance Structure

As part of RDN governance mechanism, RailTel shall create a steering committee with representation from RailTel, Region 1 and Region 2 business associate(s) to govern the RDN project during implementation and sustenance phase.

The steering committee will be responsible for the monitoring of the overall implementation of the project and the post implementation operations as a governing body.

During the implementation phase, the committee will meet at least once every month and post implementation the meetings can be once in every quarter of a year or on an ad-hoc basis if business demands.

For project management, RailTel may appoint a third party for monitoring the implementation of the project during the implementation phase. The project management team will take care of implementation deliverables, completion of project milestones and reviewing quality of the implementation.

The operations management team will be responsible for ongoing operations post the implementation phase. The body will be responsible for content, sales, inventory, technology and analytics of the entire RDN.

The following table captures the indicative governance structure:

Governance Layer	Governance Participants			Responsibilities (Regional)	Review frequency
	RailTel	RDN Business Associate (Region 1)	RDN Business Associate (Region 2)		
<b>Steering Committee (Regional)</b>	RailTel's Executive	RDN Business Associate's Executive	RDN Business Associate's Executive	<ul style="list-style-type: none"><li>• Performance reporting</li><li>• Issue resolution (Final escalation level)</li><li>• Declaring Default</li><li>• Deciding innovative functional features and displays</li><li>• Resource allocation</li><li>• Drive innovation and</li></ul>	<b>Monthly</b> (during implementation phase) <b>Quarterly</b> Post Go Live and Stabilization

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Governance Layer	Governance Participants			Responsibilities (Regional)	Review frequency
	RailTel	RDN Business Associate (Region 1)	RDN Business Associate (Region 2)		
				maintain dynamism of the system as per business needs <ul style="list-style-type: none"> <li>• Can add/ modify/ delete the SLAs across the contract duration</li> </ul>	
<b>Steering Committee (Central)</b>	RailTel's Executive	RDN Business Associate's Executive of Region 1 and Region 2		<ul style="list-style-type: none"> <li>• Define strategic objectives</li> <li>• Maintain standardisation of the system</li> <li>• Declaring sales incentive for cross regional selling</li> </ul>	<b>Quarterly</b> Post Go Live and Stabilization
<b>Project/ Program Management Team</b>	Head-RDN Services	Project/ Program Manager	Project/ Program Manager	<ul style="list-style-type: none"> <li>• Account management</li> <li>• Monitor product/ service delivery</li> <li>• Ensure cost, time and resource budgeting</li> <li>• Single point of contact for issue escalation</li> <li>• Issue resolution (Intermediate escalation)</li> <li>• Plan, track and review SLAs</li> </ul>	<b>Weekly</b> during implementation phase <b>Weekly/ Fortnightly</b> Post Go Live and Stabilization
		Content Team Managers (Central)	Content Team Managers (Regional)	<ul style="list-style-type: none"> <li>• Content gathering</li> <li>• Programmatic/ scheduling Ads</li> <li>• Content dissemination</li> </ul>	<b>Ad-hoc Daily</b>

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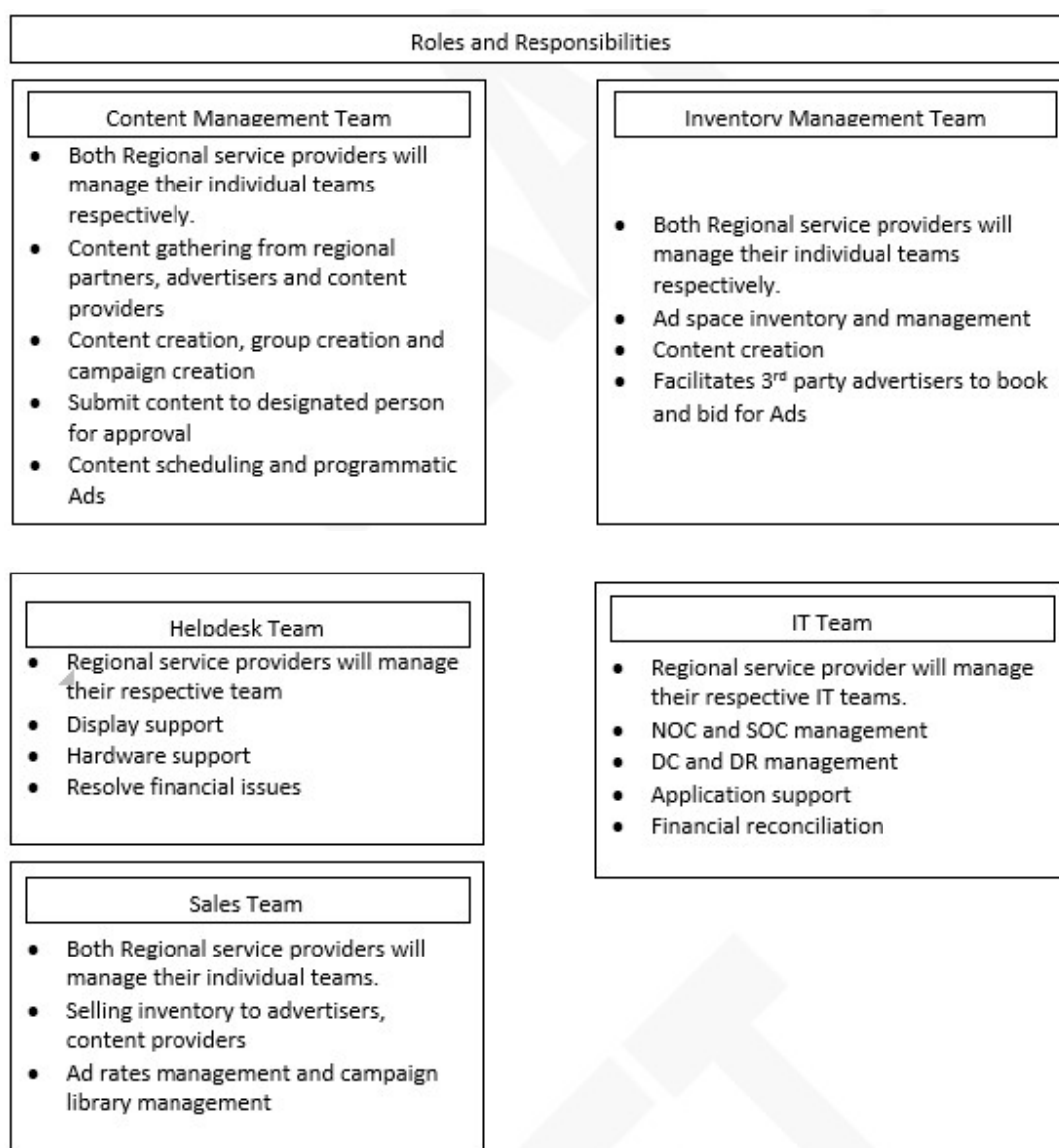
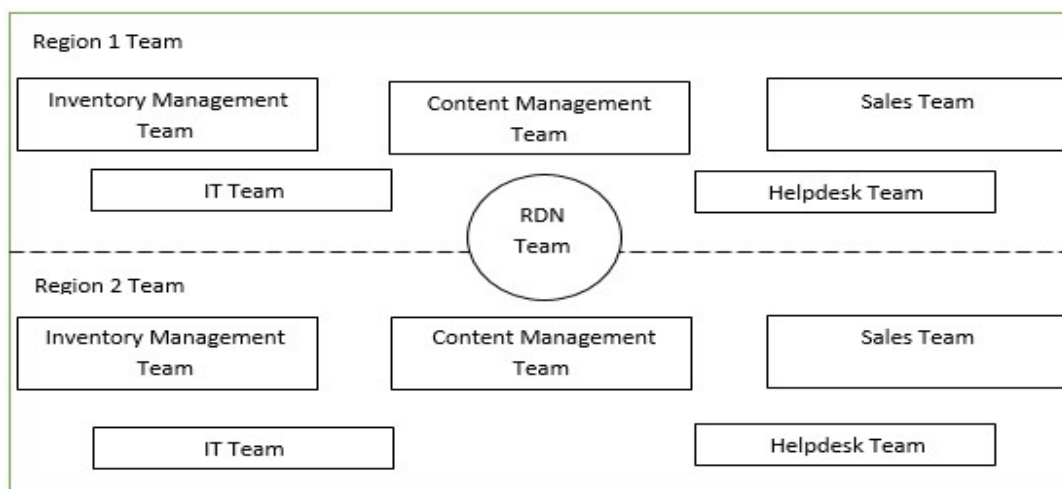
Governance Layer	Governance Participants			Responsibilities (Regional)	Review frequency
	RailTel	RDN Business Associate (Region 1)	RDN Business Associate (Region 2)		
<b>Operations Management Team</b>	Service Owners/ Operations Managers	Sales Team Manager (Central)	Sales Team Manager (Regional)	<ul style="list-style-type: none"> <li>Selling inventory to advertisers, content providers</li> <li>Ad rates management</li> </ul>	<b>Ad-hoc Daily</b>
		IT Team Manager (Central)	IT Team Manager (Central)	<ul style="list-style-type: none"> <li>NOC and SOC team</li> <li>DC and DR team</li> <li>Application team</li> <li>Helpdesk team</li> </ul>	<b>Ad-hoc Daily</b>
		Inventory Team Manager (Central)	Inventory Team Manager (Central and Regional)	<ul style="list-style-type: none"> <li>Ad Space inventory and management</li> <li>Facilitate advertisers to book Ads</li> </ul>	<b>Ad-hoc Daily</b>
		Analytics Team Manager (Central)	Analytics Team Manager (Regional)	<ul style="list-style-type: none"> <li>Intelligence gathering for Ad targeting</li> <li>Suggest revenue generation improvements through analysis</li> </ul>	<b>Ad-hoc Weekly</b>
	RailTel's Finance Executive	Finance Team Manager (Central)	Finance Team Manager (Regional)	<ul style="list-style-type: none"> <li>Ensure transparent revenue management (revenue booking, reconciliation and sharing)</li> </ul>	<b>Monthly and Quarterly</b> (for reconciliation)

Note: Representatives of RDN Business Associate of respective regions shall be same for both steering committees.

### 6.2 Indicative Team Structure

The following illustration depicts an indicative team structure for project governance:

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### 7 Chapter-7: Commercial Terms

- a. Selected bidder of both the Regions shall have to pay EITHER quoted minimum guarantee as defined in para 7.b OR revenue share (whichever is higher) based on year-wise slabs as defined in para 7.g
- b. Minimum Guarantee: The reserved price for minimum commitment, applicable for each region, is as mentioned in the table below. The reserve price for Minimum Guarantee for each region in Financial Bid is Rs 50 Cr (=X) for first year and the bidders is required to quote the value of X (first year value- equal to OR higher than Rs 50 Cr for each region) as per below table:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
<b>Reserve price for minimum annual commitment to be quoted (INR Crores) – Each Region</b>	= X ( $\geq 50$ cr)	2X	1.5 * Year 2	1.5 * Year 3	1.1 * Year 4	1.1 * Year 5	1.1 * Year 6	1.1 * Year 7	1.2 * Year 8	1.31 * Year 9	SUM TOTAL

- c. The selected bidder of both the regions shall have to pay 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.
- d. The Selected bidder of both the Regions shall pay each annual instalment of the Minimum Guarantee within 7 (seven) days from the start of the relevant annual period, calculated from the successful award of the contract (LoA date) for year 2 onwards.
- e. The Selected bidder of both the Regions 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.

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Time Period	Annual Minimum Guarantee	Revenue Share (monthly payout)- through Escrow account
Year 1 (Quarter 1 and Quarter 2)	100% of Quoted Annual Minimum Guarantee (Within 60 (sixty) days of issue of LOA)	Exempted for Q1,Q2
Year 1 (Quarter 3 and Quarter 4)		Payable for Q3* & Q4*
Year 2-10	Annual Minimum Guarantee (Within 7 (seven) days from the start of the relevant annual period)	Payable monthly*.

\* 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) .

- f. The annual Minimum Guarantee (MG) to be paid annually by the bidder will be finalized through Financial bidding (Initial Price Offer) followed by e-forward Auction (Final Price Offer). **Reserve price/Floor Price for each region in e-forward Auction will be the highest of MG offer- Initial Price Offer received for the corresponding region.**
- g. The bidder of each region has to share revenue on **monthly** basis based on following revenue sharing slabs:

	Year Wise Slabs (Annual revenue in INR Cr.)	Rev Share
Slabs	upto 250 Cr	20%
	more than 250 Cr and upto 500 Cr	30%
	more than 500 Cr and upto 750 Cr	35%
	more than 750 Cr and upto 1000 Cr	45%
	more than 1000 Cr	50%

- h. The region-wise 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.
- i. Reconciliation amount payable for each quarter need to be paid to RailTel within 15 days post the completion of the corresponding quarter/year as per the terms of payment period.
- j. The RDN Business Associate(s) will be penalized in case any of the following event takes place:
- Any delay in payment of Minimum Guarantee 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 payment.

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b. If the payment is not made within a 30 calendar days, RailTel reserve the right to terminate the contract.

k. Example of revenue share payout for a Region:

E.g. Considering Jan- Dec as RDN period for Year 2:

MG for Year 2- Rs 101 Cr

Month	RDN Project Revenues (Rs Cr)	Cumulative Revenues (Rs Cr)	Revenue share Slab	Revenue share % for RDN Business Associate	Revenue share % for RailTel	Total Monthly Payout to RailTel (Rs Cr)	Actual Payout to RailTel (Rs Cr)
<b>MG paid in starting of Year- Rs 101 Cr</b>							<b>101</b>
Jan	50	50	upto 250 Cr	80%	20%	10	NIL
Feb	50	100	upto 250 Cr	80%	20%	10	NIL
Mar	50	150	upto 250 Cr	80%	20%	10	NIL
Apr	100	250	upto 250 Cr	80%	20%	20	NIL
May	100	350	more than 250 Cr and upto 500 Cr	70%	30%	30	NIL
June	100	450	more than 250 Cr and upto 500 Cr	70%	30%	30	9
July	200	650	more than 500 Cr and upto 750 Cr	70%, 65%	30% for Rs 50 Cr and 35% for Rs 150 Cr	67.5	67.5
Aug	50	700	more than 500 Cr and upto 750 Cr	65%	35%	17.5	17.5
Sep	100	800	more than 750 Cr and upto 1000 Cr	65%, 55%	35% for Rs 50 Cr and 45% for Rs 50 Cr	40	40
Oct	50	850	more than 750 Cr and upto 1000 Cr	55%	45%	22.5	22.5
Nov	100	950	more than 750 Cr and upto 1000 Cr	55%	45%	45	45

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Dec	100	1050	more than 1000 Cr	55%,50%	45% for Rs 50 Cr and 50% for Rs 50 Cr	47.5	47.5
Annual Payout to RailTel						<b>350</b>	<b>350*</b>

\* MG or Revenue share, whichever is higher

1. Indian Railways undertakes scheduled/non-scheduled development/ maintenance activities at Railway Stations, where part or complete portion of stations, FOBs, circulating areas etc. may not be available for durations. In such cases, there will be no change in payment of Minimum Guarantee amount.

All RDN revenue would be collected by the RDN Business Associate(s) in an escrow account for that region i.e. separate escrow account for each region. The escrow shall be set-up in a scheduled commercial bank in India. The rules and policies to operate and manage the escrow account would be conveyed to the RDN Business Associate(s). The revenue collected in the escrow account would be distributed amongst the RDN Business Associate(s) and RailTel as per the schedule agreed in the terms and policies. 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 free to audit the books of the individual/JV members, if required. For this, the RDN Business Associate/s will give access to books of accounts. In case of any fraudulent leak of RDN revenues is found, then RailTel reserves the right to terminate the contract and to forfeit all the assets of RDN Business Associate/s (including MG, PBG, any other amount pending with RailTel). The RDN Business Associate(s) shall prepare a statement of reconciliation for each quarter. Such statements shall specify the revenue share amount payable and revenue share paid for the corresponding quarter including any penalties levied for not conforming to SLAs as defined in Chapter-5 of this RFP. The slab applicability for the quarter shall be determined by the multiplying the revenue generated during the quarter with 4 (four). Such statement shall specify the revenue share amount payable and revenue share paid for the corresponding quarter 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 15 days from the end of the corresponding quarter.

The RDN Business Associate(s) is also expected to prepare a statement of reconciliation for the calendar year at the end of last quarter in the calendar year. However, for calculating final payout during reconciliation for last quarter of calendar year that needs to be settled and paid for within 15 days of



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completion of the calendar year, following steps would performed while calculating the payout for the last quarter within a calendar year.

The RDN Business Associate(s) has to provide station-wise RDN revenue earnings on monthly basis. This should be part of regular monthly MIS reporting to RailTel. The report should have all the options of drill levels i.e. from Railway Zone/Division/Station/Station Category wise etc. and all type of Revenue stream tagging as per requirement of RailTel.

Further, approximately 100 stations have been selected by Indian Railways for station development initiative. The successful partner is expected to support the initiative and hence may have to relocate assets deployed to operationalize RDN at these stations. In case any relocation, solely due to station development initiative, is done by the RDN Business Associate(s), then the revenue to be shared between the RDN Business Associate(s) would be total revenue generated in the quarter minus the out of pocket expenses (may be validated by RailTel) incurred by the RDN Business Associate(s) bidder due to relocation activity.

## **8 Chapter-8: Revenue Assurance**

1. RDN Business Associate(s) shall share the complete process of revenue collection, measurement and distribution. The process is expected to be automated in order to ensure transparency.
2. Revenue sharing shall be done on “Gross Revenue” and shall include all consideration received by the RDN Business Associate(s) by commercializing “Railway Display Network” basis the scope of work mentioned in this RFP. Gross Revenue, would include, but not be limited to, revenue received by inventory selling (advertisement and/or content), running campaigns, mobile application or any other related initiatives leveraging of “Railway Display Network”.
3. All financial transactions of RDN will happen through a dedicated escrow account created for the project (region-wise). RailTel will open the escrow account and the RDN Business Associate(s) of each region of RDN project and shall ensure that all financial transactions happens through this account. The rules, policies and authorizations applicable on this escrow account would be governed by RailTel as per the terms and conditions of the Tender. The Successful bidder/Consortium would be solely responsible for the operations and ownership of the service. All the audits would be performed on the bidder OR new venture, with RailTel/Railways free to audit the books of the individual JV members, if required. For this, the Business Associate will give access to books of accounts. RDN Business Associate(s) is required to record all the online and offline sales in the system and it should get reflected in the inventory management and billing module of offered platform.

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4. RailTel reserves the right to conduct system (Auction engine/Business portal/CDP application/Inventory management system/Financial system/ any other related system) technical, information security and financial audit through third party. The RDN Business Associate(s) is expected to provide all necessary documents/ evidence/ access to system etc.
5. RDN Business Associate(s) shall provide month on month reconciliation reports including details like inventory status, billing status, financial reconciliation etc. It should share month on month revenue share statement with RailTel.
6. The RDN Business Associate(s) shall provide an annual audited statement of all accounts and records. An audited statement may be requested from time to time by the RailTel to verify statements in regards to revenue.
7. Government, reserves the right, as it does for RailTel, to audit the account of RDN Business Associate(s) (JV account that will formed on award of LOA) and the escrow account. The RDN Business Associate(s) shall maintain all business records, system logs and trails and all other project information across the project duration and for seven (7) years post the contract is terminated.
8. The RDN Business Associate(s) shall be entitled to create inventory slots, create inventory, fix the prices of these services and change the rates thereof whenever it deems fit. However, RailTel will be updated with information on rate cards, discounting factors etc. on regular basis. RailTel may request such information on ad-hoc basis as well. Approval from RailTel's team shall be required in case discounts go below agreed threshold discount factor or rate card.
9. RailTel shall have access to the financial system for RDN. The financial system shall provide the necessary checks and controls, provide access to all financial transactions and information, enable reconciliation of all financial transactions. At the end of each calendar year, RDN Business Associate(s) shall calculate revenue share in accordance with the clauses of RFP that would have been payable during each quarter during the preceding financial year. The RDN Business Associate(s) then shall compare the amount payable and actual amount paid to RailTel for each quarter during the preceding financial year.
10. The RDN Business Associate(s) shall prepare a statement of reconciliation for each quarter. Such statement shall specify the revenue share amount payable and revenue share paid for the corresponding quarter 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 15 days from the end of the corresponding quarter.
11. The RDN Business Associate(s) is also expected to prepare a statement of reconciliation for the calendar year at the end of last quarter in the calendar year. Such statement shall also specify the revenue share amount payable and revenue share paid for the corresponding quarter including

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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 (post last quarter of calendar year) shall be settled and paid for within 15 days from the end of the corresponding quarter.

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### **9 Chapter-9: Scope of Work – Indian Railways/ RailTel**

#### **9.1 Indian Railways**

1. Indian Railways shall give permission to install RDN related infrastructure in Railway area subject to non-interference with the existing devices and to the rail users and on payment of necessary fees as applicable.
  - 1.1. Ensure access to the Railway platform. Any delay from Indian Railway in providing the same shall be factored in the implementation time calculation.
  - 1.2. RailTel's decision in this regard shall be binding on the RDN Business Associate(s)
2. For internal approvals, Indian Railways shall provide a single window clearance
3. Indian Railways will provide built space, without charge, of 200 sq.ft at each station for RDN ICT equipment's and associated power supply, spares and maintenance engineer. If built space is not available at any station, then the bidder will be provided with equivalent area to construct a structure to house the required facilities (at his own cost).
4. Metered Power supply as demanded will be provided on chargeable basis. The electricity/power supply to the RDN Business Associate(s) shall be made available for actual consumption only for the consumption of electricity for Displays and related equipment. All drawings/ cable layout and protection scheme etc. for platforms should be approved by Railways for safety and reliability. Recurring charges including applicable tax as applicable for the electricity provided by Indian Railways will be paid by the bidder directly to Railways for the period of the contract. The electricity prices vary state-wise and are dependent on state electricity board tariff. 10% service charge shall be charged additional to the consumption charges as per Indian Railways extant rules
5. Indian Railways reserves the right to revise the fee and will inform the RDN Business Associate(s) accordingly
6. Enable access to Indian railway systems (direct/indirect) to integrate with RDN system
7. Once the hardware, screen etc. are installed, the physical security of all hardware related to RDN will be at par with other railways assets.
  - 7.1. All equipment related to RDN installed at stations shall be deemed as Railway property and shall be governed as per the Railway Property Act. However, the RDN Business Associate(s) is expected to insure all RDN assets. The insurance should cover any and all possible events.
  - 7.2. In an event of a loss, for RDN Business Associate(s) that may have caused the physical loss/damage to an equipment, RDN Business Associate(s) will be required get the equipment reinstalled without any cost implication to Railways

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### **9.2 RailTel**

1. RailTel shall provide internet bandwidth, network, DC & DR services, Security Operations Centre as a Service (SOCaaS), Space for NOC/SOC/Command Centre & Helpdesk on a chargeable basis.
2. Space for NOC/SOC/Helpdesk/ Command Centre at max upto 500 sq ft per bidder of each region at RailTel Gurgaon office or any other suitable location on chargeable basis
3. Recurring charges including applicable tax for the electricity provided by RailTel will be paid by the bidder. Electricity charges will be on actual consumption basis plus 10%.
4. All recurring charges- Space for NOC/SOC/Helpdesk/Command Centre, Electricity for NOC/SOC/Helpdesk/Command Centre, Data Centre Charges, Security Operations Centre as a Service (SOCaaS), Bandwidth and Network charges (all including taxes) will be calculated and paid to RailTel on a quarterly basis latest by the 15<sup>th</sup> of the NEXT month of quarter ending.
5. In case of default, the RDN Business Associate(s) shall pay penalties at the rate of 2% of total payment due to Indian Railways/RailTel per month or part thereof (rounded off to the nearest whole number ) beyond the due payment date
  - 5.1. The total value of penalty on account of above shall be limited to maximum of 10% (Ten percent) of the total payment due
  - 5.2. If the total value of penalty on account of delay exceeds 10%, RailTel will be within its rights to take measures as mentioned in the section of Extension of Contract and Exit Management of this RFP.
6. Charges for RailTel Services- Annexure-38. The charges are subject to revision which will be based on relevant guidelines & related policies of Government of India notified time to time

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### 10 Chapter-10: Eligibility Criteria

**Note: In this RFP, the term ‘Bidder’ refers to either sole bidder or member(s) of consortium (in case of entity participating as consortium) as the case may be.**

RailTel will evaluate the bidders on each pre-qualification criteria and satisfy itself beyond doubt on the bidder’s ability/position to meet the criteria. Only those Bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions mentioned in this section during the eligibility evaluation would be taken up by the RailTel for further detailed evaluation.

**Those bidders who do not fulfill all the pre-qualification criteria requirements mentioned in this section shall not be considered for any further evaluation.** The EMD money in respect of such bidders will be returned on completion of the RFP process. RailTel, therefore, requests that only those bidders, who are sure of meeting all the pre-qualification criteria, respond to this RFP process.

Evaluation of pre-qualification criteria will be as per the information/response provided by the bidder against the pre-qualification criteria and the supporting documents as mentioned in the table below.

Only those bidders who fulfil the criteria mentioned in the table below shall be eligible for technical evaluation.

Offers received from the bidders who do not fulfil any of the following pre-qualification criteria are liable to be rejected.

Wherever revenue value or past experience criteria includes value for last three years, it should be read as last three financial years + current financial year. For current financial year revenue figure, the bidder should produce certificate from CA. For past experience, the documentary proof for the current year remains same as the documents mentioned in the RFP

Single bidder/Consortium can participate in both the RDN regions subject to fulfilling of eligibility criteria detailed in this section.

S. No.		Pre-Qualification Criteria		Documents Required	
For Single Bidder/Lead Consortium Partner/ Consortium Partners					
1		Sum of annual turnover of Bidder in the last 3 financial years+current financial year <b>(In case of Consortium- Lead</b>	INR 500 Cr for each region.  If the Single bidder/ consortium participates	Audited Balance Sheet and Certificate from CA for the last three Financial years and Certificate from CA for current FY.	

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S. No.	Pre-Qualification Criteria		Documents Required
	<b>Bidder should have atleast 10% of the prescribed annual turnover)</b>	in both the regions then annual turnover of the bidder should be INR 1000 cr	
2	Cumulative Experience of bidder in deployment and management of digital display screens in public premise and/or commercial establishments	Deployment and management of at least 1500 independent digital display screens for each region. (3000 independent digital screens for both the regions) OR Deployment and Management of 250 or more network devices in 3 organizations for each region. (500 network devices for both the regions)	Implementation Certificate from Client The completed work should not be older than 3 years from the date of release of the RFP (For digital display screens on-going project where deployment is completed (minimum 6 months from the date of bid submission) and currently under operation and maintenance phase shall be considered For network devices – completed projects shall be considered ) Refer to Annexure 6 for the list of acceptable network devices
3	All the consortium partners or Single bidder should have positive net worth in each of the last 3 financial years.	Yes	Duly certified statement from CA for the last 3 financial years
4	None of the consortium partner/single bidder should be currently blacklisted by any of the PSUs/state or central	Yes	Notorised Affidavit in stamp paper from each of the consortium partners

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S. No.	Pre-Qualification Criteria	Documents Required
	ministries/Regulatory body/Government bodies	
5	<p>The below mentioned entities may participate in the Bidding Process:</p> <ol style="list-style-type: none"> <li>1. Companies incorporated under the Indian Companies Act 1956 or Companies Act 2013;</li> <li>2. A foreign company can also participate on standalone basis or as a member of a consortium. (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.)</li> <li>3. A Bidding Consortium (that may/may not have a foreign company); and</li> <li>4. Limited Liability Partnership (LLPs)</li> </ol>	<p>Yes</p> <p>Certificate of Incorporation and Memorandum of Association</p>
6	<p>Sum of annual turnover of bidder in the 3 financial years and current financial year solely from the advertisement/ content distribution business</p> <p>OR</p> <p>Sum of annual turnover of bidder for last 3 financial years (cumulative) and current financial year) solely from the digital advertisement business</p>	<p>INR 100 Cr for advertisement/content distribution business for each region ( 200 cr for both regions)</p> <p>OR</p> <p>INR 25 Cr for digital advertisement business for each region (50 cr for both regions)</p> <p>CA Certificate indicating revenue from advertisement/ content distribution business or digital advertisement business for last three Financial years + current financial year</p>
<b>For Content Delivery Platform</b>		
7	Deployment of offered content	<p>Deployed for managing</p> <p>Implementation Certificate</p>



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S. No.	Pre-Qualification Criteria		Documents Required
	delivery platform for managing independent digital display screen in public premises and/or commercial establishments	at least 1500 independent digital screens for each region. (3000 independent digital screens for both the regions)	from Client The completed work should not be older than 3 years from the date of release of the RFP (For digital display screens on-going project where deployment is completed (minimum 6 months from the date of bid submission) and currently under operation and maintenance phase shall be considered)
8	OEM of the offered CDP solution should have at least one operational technical support center in India	Yes	An undertaking to this effect (specifying the location and contact number of such center(s)) must be submitted on consortium partner's letterhead.
9	The lead consortium member/single bidder should submit an authorization letter from the OEM of the offered CDP solution to use the offered CDP solution in participating in this RFP  *Applicable if the OEM of offered CDP solution is not a consortium member	Yes	Authorization Letter from OEM/ MAF

Note:

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- 1. Completion certificate supported by Purchase orders shall ONLY be considered as implementation certificate from the client.**
- 2. For any entity participating in both the regions, their experience (financial and technical- as quantified above), by default, will be counted first for Region 1- North + East and then Region 2- (South +West). However, the bidder can provide their preference. In that case, the same should be mentioned in their covering letters of both the bids. In case of any ambiguity, RailTel reserves the right to evaluate the bids in accordance with the default priority.**
3. If any financial statement(s) is submitted by the consortium partners in order to substantiate the pre-qualification criteria mentioned above pertain to other than INR, For calculating the financial value, B.C. selling Exchange rate of State Bank of India applicable on the date of technical bid opening will be considered).
4. Credentials for CDP and screen deployment where the content on screens could be controlled/ chosen by the viewer would not be considered in eligibility and technical evaluation.
5. The bidders would facilitate RailTel and/or its third party alliances to carry out reference site visits and/ or interviews (telephonic/ physical) with the existing customers of the bidders to validate the customer testimonials/ credentials submitted by the bidder.
6. Projects implemented internally within the consortium member's organization/ sister entities shall be considered while evaluating the eligibility status of the consortium. However, the consortium shall have to submit a letter of verification from a third party entity which should be a CERT-IN empanelled or equivalent agency.
7. List of acceptable and non-acceptable network devices for meeting the pre-qualification criteria is mentioned in Annexure 6.
8. Certificates from CA shall include the ICAI membership number and UDIN.
9. Any organization can be a part of only 1 (one) consortium within a Region.

### **10.1 Entities Eligible for Participation**

The Bidder should be a single entity or a consortium ("Bidding Consortium") with one of the members acting as the Prime/ lead member of the Bidding Consortium. The below mentioned entities may participate in the Bidding Process:

1. 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)

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.

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In view of the complexity of nature of work involved, the consortium entity being awarded the bid is required to form a JV (Joint Venture) post the award of the LoA. RailTel requires that the parties comprising the joint venture shall accept joint and several liabilities for discharging all obligations under this RFP during the implementation and the operational phase of the project.

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 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.

### **10.2 Use of Technical and/or Financial Strength of Holding Company**

In case of participation by Single bidder- the Bidder can use the technical and financial strength of its Holding Company/Subsidiary to fulfil the Pre- Qualification and/or Technical and/or Financial Eligibility criteria as mentioned in RFP/Corrigenda.

In the above case, the Bidder shall submit Region-wise tender specific:

1. Power of Attorney
2. Board Resolution and
3. Undertaking from the Holding Company/ Subsidiary Company alongwith Board Resolution of the Company. (Undertaking format given as Annexure-19 )

### **10.3 Consortium Bids**

Bidding through a Consortium is allowed. Bids submitted by Consortium shall comply with the following:

1. A maximum of five organizations/ companies shall be allowed to represent a consortium. The bid should clearly identify the lead bidder among the consortium partners. An undertaking from all the consortium partners should be submitted defining the lead bidder and authorizing the authorized signatory from lead bidder to submit the proposal and interact with RailTel for this RFP. However, the lead bidder of such consortium is not allowed to be changed/replaced.
  - a. Consortium agreement between the Consortium members duly signed by the Chief Executives/ Managing Director of the consortium members and must be submitted with the

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bid. These agreements should clearly define role/ scope of work of each partner/ member and should clearly identify the leader of consortium (Lead Bidder).

2. The bid shall be signed by a duly authorized signatory of the lead bidder on behalf of the consortium.
3. The lead bidder shall be authorized to incur liabilities and receive instructions for and on behalf of all the members of the Consortium and the entire execution of the contract, including payment.
  - 1.1. All the members of the Consortium shall be liable jointly and severally for the performance of the work in accordance with terms laid out in this document and a relevant statement to this effect shall be deemed to be included in the authorization by legally authorized signatory for the member. Consortium agreement must state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract.
4. The Consortium should submit a copy of the agreement entered into by the members governing the performance of the work without limiting in any manner the obligation or joint and several liabilities of the members towards RailTel.
5. After the submission of bid, Consortium shall not be permitted to restructure (split-up or add) across the bid evaluation period
6. In case the RDN Business Associate(s) wishes to restructure (split-up or add) consortium member after the contract has been executed, it shall have to obtain a No Objection Certificate (NOC) from RailTel. NOC shall be issued when RailTel satisfies itself that the offered change in consortium is not impacting the standing of the original consortium partners (list of consortium members submitted along with the RFP response) against the eligibility and the evaluation criteria mentioned in this RFP or any subsequent corrigendum/addendum issued thereafter for this RFP. However, in any circumstances lead bidder shall not be allowed to be replaced/changed.
7. The bid shall be signed by Lead Bidder of the Consortium. Power of Attorneys in favour of authorized signatory on the behalf of lead bidder shall be submitted by each member of the consortium including the lead bidder ( backed by the resolution of Board of Directors of each member of the consortium). Other members of consortium may participate in techno-contractual discussions with RailTel and sign the minutes of such discussions and all such proceedings shall be attended by an authorized representative of the lead bidder.
8. In case the work is awarded to the consortium, the members of consortium must form a JV and get the same incorporated at the Registrar of the Companies under Companies Act
9. The JV Agreement along with detailed roles and responsibilities of each JV member shall be submitted by the newly formed JV to RailTel before signing the contract agreement for the work. However, undertaking duly signed and sealed by all members AND board resolutions with roles and responsibilities and willingness to participate in the JV from each member of the JV (board resolutions only required in case an JV is being formed) must be submitted along with bid response

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stating that all members would be forming JV in case the work is assigned to them. Refer Annexure 20 for the format of this undertaking.

10. For all events that would happen when a bidder is declared as the successful bidder for a region, the leader on behalf of the Consortium/ Joint Venture shall undertake full responsibility for timely completion of work and shall co-ordinate with RailTel/ Railways during the period the bid offer is under evaluation as well as during execution of Work in the event the Work is awarded. He shall also be responsible for resolving disputes/misunderstanding/ undefined activities if any, amongst all the Consortium/ Joint Venture members.
11. Any correspondence exchanged with the lead bidder of consortium/ joint venture shall be binding on all the consortium/ joint venture members.
12. RailTel or its fully owned subsidiary(s) shall enter into a contract with the successful bidder in each region.
13. If the Consortium bidder fail to satisfy the above conditions then RailTel reserves the right to reject the bids.

### **10.4 Guidelines issued by Ministry of Finance**

In accordance with Guidelines issued by Ministry of Finance through OM no. 6/18/2019-PPD dated 23.07.2020, any bidder from country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority as defined in the Guidelines. Bidders are required to submit self- undertakings as per Form no. Annexure 39-(i) (for bidders) and Annexure 39-(ii) (for sub-contractors) certifying their eligibility.

Forms are annexed as Annexure 39

i) Certificate to be provided by Tenderer on their letter heads:

“I have read the clause regarding restrictions on bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

ii) Certificate for Tenderer for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a

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country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

## **11 Chapter-11: Evaluation Process**

The objective of the evaluation process is to evaluate the bids received in response to this RFP in order to select an effective and best fit solution at a best commercial offer. The evaluation by RailTel will be undertaken by an Internal Committee formed by RailTel. RailTel may consider recommendations made by external experts/ consultants on the evaluation. The decision by RailTel shall be final.

RailTel will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

RailTel may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer is liable to be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

RailTel reserves the right to call for presentation(s), product walkthrough(s), on the features of the solution offered etc., from the bidders based on the technical bids submitted by them.

The bidders shall be evaluated on the parameters mentioned above on the basis of evaluation approach as outlined below. Each parameter has been assigned a maximum score a bidder can earn for that parameter. The scores for each parameter shall be summed up to determine the technical score of the bidder.

### **11.1 Technical Evaluation- Business and Technical Presentation**

The financial proposals of only those bidders shall be opened who have satisfied the pre-qualification criteria. As part of technical bid evaluation, there will be Business and Technical Presentation including innovation mandatory for all Pre- Qualified bidders. There will be no scoring for the presentation part.

RailTel shall invite the bidders for business and technical presentation. Bidders need to submit their detailed proposal in response in technical proposal of the bid as well as present the proposed innovations in Business and technical presentation session. Bidder at the sole discretion of RailTel may be asked for demonstration as well.

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**Business Presentation, Technical Presentation and Innovation-** followed by Q&A session.

Business Parameters	
1	Understanding of Scope of Work
2	Approach and Methodology for implementation and operation & maintenance phase
3	Project management (project timelines, risk mitigation plan etc.)
4	High level architecture and solution offered
5	Business Case - Adequacy of assumptions, Revenue streams and revenue forecast, Capex and OPEX expenditure and ROI analysis, Revenue maximization plan
6	Alignment to payment terms
7	Approach for railway information dissemination
8	Passenger engagement strategy
9	Governance model
Technical Parameters	
10	Overall solution walk through
11	Compliance to technical and functional requirements as mentioned in RFP
12	Selective functionality walk through
13	Solution capability demonstration such as resilience, scalability etc.
14	Mobile App and Website
15	E-Marketplace Portal
16	Any salient or proprietary features
Innovation	
17	Proposed innovation which ensures RDN success (to be implemented for RDN project) on areas such as Railway content dissemination, Improvement in passenger experience, , Advertising capability, Screen deployment at stations etc.- at the time Business and Technical presentation Or at Actual Site/ product walkthrough(s)/ Innovation Lab visit.

Bidders are required to share the Business and Technical presentation including innovation details in hard copy as well as soft copy on or before scheduled presentation date. There will be one presentation only for the bidders (Single/Consortium) participated in both the regions in same entity. **Bidders shall ensure that the Presentation should not contain any data related to commercial bid offer.**

### 11.2 Commercial Evaluation Process

#### Opening of Financial Bid and e-Auction

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All of the Pre-Qualified qualified bidders who have given their Business and Technical presentations including innovation as per the process mentioned above will termed as technically qualified and are eligible for this stage. The financial evaluation will be conducted in two steps:

**a. Step 1: This step will provide the ‘Initial Price Offer Qualified bidders’ who will be eligible to participate in step 2, i.e e-Auction.**

The financial bids of only technically qualified bidders will be opened to the extent of specifying the Initial Price Offer. The Minimum Guarantee quoted by the bidder will be considered as the Initial Price Offer of the bidder from the financial evaluation stage of the selection process. In this case, there are three cases possible –

**1. Case 1 – Number of technically qualified bidders is less than three**

In the event there are less than three technical qualified bidders, the Authority may, in its sole discretion, either decide to conduct the e-auction, or finalize the bids based on Initial price offer.

**2. Case 2 - Number of technically qualified bidders is equal to three**

In the event the number of Technically Qualified Bidders is equal to three, then each of the Technically Qualified Bidders shall be allowed to participate in E-Auction process

**3. Case 3 - Number of technically qualified bidders is more than three**

In the event the number of Technically Qualified Bidders is more than three, all the Initial Price Offer of the Bidders who are technically qualified (the “Technically Qualified Bidders”) shall be ranked on the basis of the descending Initial Price Bid (highest Initial Price Offer submitted by the Technically qualified bidders shall be ranked 1 and lowest shall be ranked last) submitted by each Technically Qualified Bidder. In this case (Number of technically qualified bidders is more than three), there are two scenarios possible -

- **Scenario 1 – If all the quoted Initial Price Offers are distinct**

In this scenario, all the Initial Price Offer Qualified Bidders shall be assigned different ranks. Basis such ranking, the Technically Qualified Bidders holding **top fifty per cent** of the ranks (with any fraction rounded off to higher integer) or **three Technically Qualified Bidders, whichever is higher**, shall be considered to be the qualified for participating in the electronic auction (referred as “**Initial Price Offer Qualified Bidders**”).

- **Scenario 2 – If some or all the quoted Initial Price Offers are identical**

In this scenario, if identical Initial Price Offers have been submitted by one or more Technically Qualified Bidders, all such Technically Qualified Bidders shall be assigned the same rank for the purposes of determination of Initial Price Offer Qualified Bidders.



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In such scenario, the aforementioned fifty per cent shall stand enhanced to fifty per cent plus the number of Initial Price Offer Qualified Bidders, whose Initial Price Offers are identical minus the number of such identical Initial Price Offers.

$$\text{Number of Initial Price Offer Qualified Bidders} = \left( \text{ROUNDUP} \left\{ \frac{\text{Number of Rank(s)}}{2} \right\} \right) + \left( \text{Number of Technically Qualified Bidders who are assigned same rank(s)} \right) - \left( \text{Number of rank(s) where more than one Technically Qualified Bidders are placed (assigned same rank)} \right)$$

**In all the above two cases, if more than one bidder is assigned same rank and any one of them is getting qualified for e-Auction phase, then then other bidders having same rank will also get qualified for the e-Auction phase.**

### Illustration:

Solely for the purposes of reference of the Bidders, the methodology of determination of Initial Price Offer Qualified Bidders is illustrated below:

- i. In the event there are a total of 10 Technically Qualified Bidders, and each Technically Qualified Bidder submits different Initial Price Offer, then the Technically Qualified Bidders holding top fifty percent of ranks shall be considered to be Initial Price Offer Qualified Bidders;
- ii. In the aforementioned case, if three Technically Qualified Bidders submit the same Initial Price Offer and are ranked in top fifty percent of the total number of ranks, then all such 3 Technically Qualified Bidders shall be considered to be Initial Price Offer Qualified Bidders and the total number of Initial Price Offer Qualified Bidders shall stand increased by 2 to 7.

### b. Step 2- Electronic Auction:

- a) E-Auction for both the Regions will be conducted separately on different dates for each Region
- b) Only Initial Price Offer Qualified Bidders shall be allowed to participate in the e-Auction.
- c) The Floor price/Start price of e-Auction for each region shall be highest initial price offer received for the corresponding region. All Financial Bids made during the e-Auction shall be incremental by Rs 10 lakhs price or multiples thereof to the floor price. The Floor price/Start price of e-Auction for each region shall be notified to the **Initial Price Offer Qualified bidders minimum 1 day before e- auction.**
- d) Initial Price Offer Qualified Bidders while participating in the e-Auction are required to quote the annual Minimum Guarantee payable.
- e) Initial Price Offer Qualified Bidders shall quote a value by addition of relevant incremental amount to the last quoted Financial Bid reflected in the Auction Portal. For avoidance of doubt, it is clarified that at any time during auction process the Initial Price Offer Qualified Bidders shall only quote an amount above the last quoted Financial Bid on the portal.

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- f) At any time during the e-Auction, the only highest Financial Bid of the Initial Price Offer prevailing at that time shall be visible to the Initial Price Offer Qualified Bidders on the Auction Portal.
- g) At any time during the e-Auction, information with respect to the identity of and the number of other Initial Price Offer Qualified Bidders and their details shall not be made visible to anyone.
- h) On the date of e-Auction, the auction process will commence at the time specified by RailTel (“Auction Start Time”) on the Auction Portal and shall continue and last for a duration of 4 (four) hours, ending at Auction End Time subject to any time extension, as per the terms and in the manner described below. The Initial Price Offer Qualified Bidders may quote their Financial Bid which is higher than the Minimum Guarantee quoted by the other Qualified Bidders during the e-Auction. Details:

Sl.	Parameter	Value
1.	Date and Time of Forward-Auction Bidding Event	Will be intimated later
2.	Duration of Forward-Auction Bidding Event	4 Hour
3.	Automatic extension of the ‘Forward-Auction Closing Time’, if last bid received is within a ‘Predefined Time-Duration’ before the ‘Forward-Auction Closing Time’	Yes
3.1	Pre-defined Time-Duration	Within last 10 minutes
3.2	Automatic extension Time-Duration	10 minutes
3.3	Maximum number of Auto-Extension	Unlimited extension
5.	Entity – Start-Price	Please refer Clause c above
6.	Minimum Bid-Increment	Rs 10 lakhs or multiples thereof to the floor price

In the event a Financial Bid is received during the last 10 (ten) minutes before the scheduled Auction End Time, the close time of the e-Auction will be automatically extended by 10 (ten) minutes from the time the last Financial Bid is received in order to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till occurrence of a time period of 10 (ten) minutes during which no Financial Bid is received on the Auction Portal. For avoidance of doubt it is clarified that in case during any extended period of 10 (ten) minutes no further bid higher than the last quoted highest bid is received, the auction sale will be automatically closed at the expiry of the said extended 10 (ten) minutes and the Qualified Bidder whose Financial Bid is the highest at the end of such extended time will qualify for being finalised as the Selected Bidder.

**Illustration;** Assuming that the initial Auction End Time for a particular electronic auction is 1200 hours and a Financial Bid is received at 1155 hours, the scheduled Auction End Time shall be revised to 1205 Hours. Again if a Financial Bid is received at 1204 hours, the scheduled close time shall be revised to 1214 hours and so on.

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Further, in the event that no further Financial Bid is received till 1214 hours, the electronic auction will close at 1214 hours. The Qualified Bidder with the Financial Bid at 1214 hours shall be declared as Selected Bidder.

*The above example is only illustrative and is meant for guidance only.*

- i) In case no offer or incremental bids received during e-auction, the bidder having quoted the highest initial price offer will be considered as successful bidder.

### **11.3 Selection of Winning Bidder**

The bidders quoting the highest value of Minimum guarantee (MG) during forward electronic auction or Initial Price offers as per the rules mentioned in the above clauses shall be awarded the contract for RDN for the Region

### **11.4 Post Qualification and Award Criteria**

1. This determination will take into account the Bidder's financial, technical, implementation and post-implementation strengths and capabilities. It will also include examination of the documentary evidence submitted by the Bidder as part of the bid as well as such other information as RailTel/ Authority deems necessary and appropriate.
2. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the RailTel/ Authority will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
3. RailTel is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.
4. Authority for Acceptance- On conclusion of the Financial bidding, the authority for the acceptance of the Financial Bid of the Selected Bidder will rest with RailTel, who shall not be bound to accept such Financial Bid or to assign any reason for non-acceptance or rejection of a Financial Bid. In case a financial bid is not found to be reasonable, RailTel reserves the right to reject the bid.

### **11.5 Notifications**

1. The Letter of Award shall be issued by RailTel during the bid validity period.
2. All notifications issued by the Authority to the Selected Bidder in relation to the Agreement shall be in writing.

### **11.6 Letter of Award**

The Selected bidder/ bidders will be issued a Letter of Award by the Authority for providing content on delivery services. The Minimum Guarantee and Performance Bank Guarantee shall be payable by the Selected Bidder to RailTel.

### **11.7 Contract Agreement**

**The agreement shall be signed immediately after fulfilling the following conditions by the selected bidder:**

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- (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 as per Annexure-34 executed on non-judicial stamp paper of adequate value of Rs 100/-

### **11.8 Commencement of Agreement**

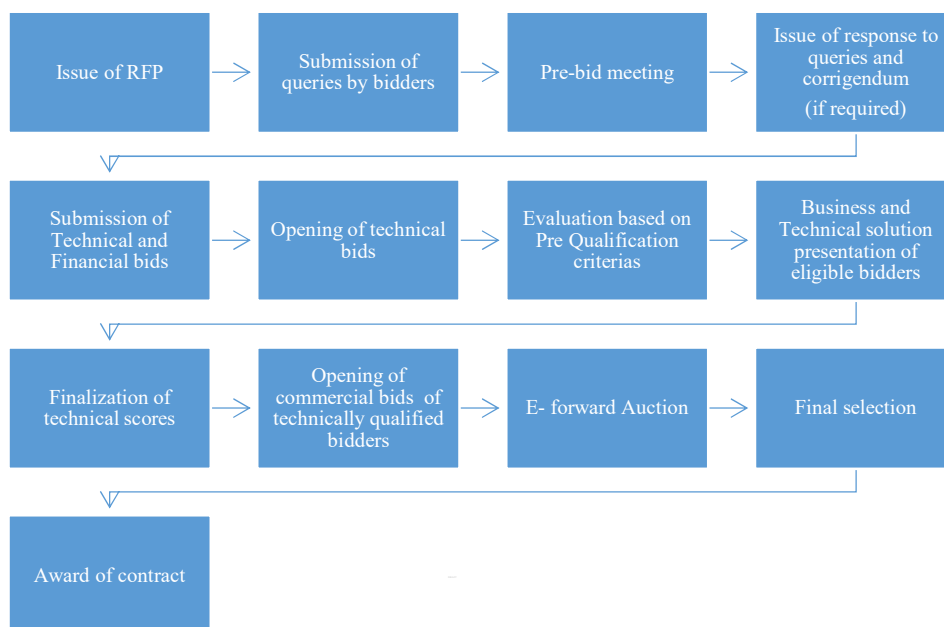
**The agreement shall commence from the date of issue of LoA**

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### 12 Chapter-12: Instructions to Bidders

#### 12.1 Bid Process

The bid process would comprise of the following stages:



#### 12.2 Bid Data-Sheet

The following table captures an indicative timeframe and other relative information for the overall bidding process. RailTel reserves the right to modify this timeframe at its absolute and sole discretion and without providing any reasons thereof. However, changes made to the timeframe will be communicated to the affected respondents/ bidders during the process.

S. No.	Activity	Deadline
1	Date of issue of RFP	26 Mar 2022
2	Last Date of submission of queries on RFP	03 Apr 2022
3	Online Pre Bid Meeting date and time#	05 Apr 2022 at 1100 hrs
5	Bid Submission last date and time for Region 1 and Region 2 (Online Submission)	25 Apr 2022 at 1500 hrs
6	Technical Bid Opening date and time for Region 1 and Region 2	25 Apr 2022 at 1530 hrs

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S. No.	Activity	Deadline
7	Business and Technical presentation	To be informed later
8	Financial Bid Opening date and time for Region 1 and Region 2	To be informed later
9	Bid Security Deposit (EMD) for Region 1	₹ 10000000 (Rs One Crore Only)
10	Bid Security Deposit (EMD) for Region 2	₹ 10000000 (Rs One Crore Only)
11	Tender Participation Fee for Region 1	₹10,000 (Rs Ten Thousand) - inclusive of GST
12	Tender Participation Fee for Region 2	₹10,000 (Rs Ten Thousand)- - inclusive of GST

1. All bid documents shall be submitted online at RailTel's E- nvida portal for online tendering, before due date and time prescribed in this RFP or in subsequent corrigendums/addendums.
2. Pre Bid meeting will be conducted through Video Conferencing. #The link for Online Pre- Bid meeting will be published only at RailTel's website min. 2 days prior to date of Online Pre- bid meeting. The bidders who wanted to participate in the Online Pre- bidding meeting has to share their contact details (Name, Designation, Organisation, Email id and Phone no.) vide email given at Clause- 12.9.9 of this RFP- Address for Communication, min. one day prior to the meeting.

### 12.3 Bid validity period

The proposal submitted (for SOR-A: Region 1 and SOR-B: Region 2) along with commercials shall indicate that it is a firm and irrevocable offer and shall remain valid for a period of not less than 180 days from the date of bid submission. All the responses including the quotes would be binding on the bidder for the specified time period. However, the bidders may be requested by RailTel to further extend the validity of the bid.

### 12.4 RailTel's right to accept any bid or reject all bids

Notwithstanding anything to the contrary contained herein, RailTel reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids at any time prior to award of LoA, without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for RailTel's rejection.

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### **12.5 Signing Authority**

Bidders should ensure that the tender documents/ self-declaration(s)/offer has been signed in ink/Digital Signature by appropriate/authorized representative of the bidder. Power of attorney (POA) for the authorized signatory has to be submitted as per the Clause 13.3 and as per the relevant annexures of this RFP. The Digital Signature-DSC of the authorized signatory as per Power of Attorney-POA submitted only to be used for the bid submission. While evaluating the bids, RailTel, may at its sole discretion, not accept/ consider the documents not signed by appropriate/ authorized representative of the bidder.

### **12.6 Two-packet online bidding process**

1. “Two Packets” bid system would be followed. A bidder can submit bid for one or both regions i.e. Region 1 and/ or Region 2. In case the bidder is responding for both the regions, the response for each region should be submitted independently and in separate packets online.
2. Bid each region will contain ‘Technical Bid’ (TB) and ‘Commercial Bid’ (CB). Tender participation fees & Earnest Money Deposit must accompany all tender offers as specified in this tender document and to be paid online at Railtel E-Nivida website. Additionally, the option of direct NEFT/RTGS payment to RailTel Account is also provided. In all these cases, the payment NEFT/RTGS transfer to be received before the due date and time of submission of RFP offer and copy of NEFT/RTGS to be uploaded with bid documents. However, direct payment at RailTel E-Nivida website is the preferred mode of submission of both Tender Participation fees and EMD. In all cases, Bid received without Tender participation fees and EMD as specified in this RFP will summarily be rejected.
3. All schedules, formats, annexures etc should be digitally signed by an authorized official of the bidder’s company (Single bidder or lead bidder in case of consortium)
4. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in rejection of the bid.
5. Offers with insufficient information are liable to be rejected. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person(s) signing the bid should sign such corrections.
6. The technical bid should be complete in all respects and contain all information asked for, and should not contain any information on Minimum Guarantee of his offer.
7. The technical bid should include all items asked for in this RFP and other formats present in the annexure to this RFP. The technical bid should be complete to indicate that all services asked for in this RFP are quoted and should give all required information

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8. RailTel, at its discretion, may not evaluate a technical bid in case of non-submission or partial submission of technical details.
9. It is mandatory to provide the response in the exact format as explained in this RFP document. The offer is liable to be ignored for evaluation by RailTel in case of non-adherence to the format or non-submission/ partial submission of technical details per the format given in the tender.
10. The bidder is also expected to submit a copy of the RFP, pre-bid response released and addendums & corrigendums (if any) bearing the digital signature of authorized signatory of the bidder (Single bidder or lead bidder in case of consortium).

### 12.7 Commercial Bid

The commercial bid for each region should be submitted online as per the format stated in the Annexure 5A for Region 1 and/ or Annexure 5B for Region 2 and should be without any conditions. RailTel reserves the right to accept or reject commercial bid offered by the bidder. The commercial bid shall also be submitted at the same time as the technical bids.

### 12.8 Structure of Bids for Online Submission

RailTel expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting their unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response.

Each bid should be specific to a particular region and must be submitted independently. A bidder participating in both the regions shall submit two independent bids. Each bid (specific to a region) must be submitted as Technical and Commercial Bids Two Packets.

The submission of the entire Bid would be online on the eTendering Portal- <https://railtel.enivida.com> (unless otherwise specified herein in the section titled 'Offline Submissions'). Broad outline of the Bid submission are as follows:

1. **Online Submission:** Online submission shall mean submission of digitally signed copies of: (i) Pre-Qualification Documents & Technical Bid, (ii) Financial Bid as per Financial Bid Format & shall be followed by electronic forward auction and, (iii) submission of digitally sign copy of all required other documents as per the RFP/Corrigenda's on the RailTel E-Nivida website. The tender submission is through online mode
2. **Offline Submission:** The bidders are required to submit the hardcopy of the following documents preferably within 15 days of last date of submission of bids:



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- a. Power of Attorney for Lead bidder/ consortium members- Annexure 14/15.
- b. Consortium Agreement (if applicable)- Annexure 12
- c. Integrity Pact- Annexure 31 (two copies)
- d. Conflict of Interest (Annexure-28)
- e. Form 2 (PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE (On Stamp Paper of Rs. One hundred)- Annexure 32
- f. Form 4- Form regarding certification against false representation & correctness of information/documents.- Annexure 33
- g. Holding/Subsidiary Company Guarantee (if applicable) along with tender specific Board Resolution and Power of Attorney.- Annexure-19

**The bidder is requested all its bid documents in a sealed envelope, which shall bear the heading RailTel/Tender/OT/NTP/2021-22/RDN/003, at the following address:**

General Manager/NTP  
RailTel Corporation of India Ltd.  
Corporate Office,  
6<sup>th</sup> Floor, Plate-A,  
Office Block-2, NBCC Building,  
East Kidwai Nagar,  
New Delhi-110023

**Note:** Bidders are required to provide all the requested information as per this Tender Document, in the formats specified in this Tender Document. The Authority reserves the right to reject any Bid that is submitted after the Technical Bid Due Date or is not submitted in the specified format.

The following table comprises the constituents of Technical and Commercial Bids

S.No.	Bid Component	Applicable for each region
<b>1</b>	<b>Tender Fee/EMD</b>	
1.1	EMD	Yes- Payable Online
1.2	Tender Participation Fee	Yes- Payable Online
<b>2</b>	<b>Technical Bid</b>	
2.1	Tender Offer Cover Letter	Annexure 7
2.2	Bidder Profile (Single Bidder)	Annexure 8
2.3	Lead Bidder and Consortium Details	Annexure 9
2.4	Details of Lead Bidder and Consortium	Annexure 10

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S.No.	Bid Component	Applicable for each region
2.5	Bid Undertaking Letter	Annexure 11
2.6	Consortium Agreement (in case of consortium)	Annexure 12
2.7	Lead Bidder PAN/TAN Card	Yes
2.8	Lead Bidder GSTIN certificate	Yes
2.9	Certificate of Incorporation and MOA	Yes
2.10	Commercial Compliance Certificate	Annexure 13
2.11	Power of Attorney for Authorised Signatory (Single Bidder)	Annexure 14
2.12	Power of Attorney for lead bidder (in case of consortium)	Annexure 15
2.13	Offered Agency Profile	Annexure 17
2.14	Resource Deployment Plan	Annexure 18
2.15	Undertaking from Holding Company/ Subsidiary Along with Tender Specific Board Resolution and Power of Attorney	Annexure 19
2.16	Undertaking to form a joint venture by consortium (in case of consortium)	Annexure 20
2.17	List of office locations	Annexure 21
2.18	Submission Checklist	Annexure 22
2.19	Offered team profile	Annexure 23
2.20	Confirmation to Terms and Conditions	Annexure 24
2.21	Confirmation to Eligibility Criteria	Annexure 25
2.22	Past Experience Form	Annexure 26
2.23	Manufacturer's Authorisation Form	Annexure 27
2.24	Conflict of Interest	Annexure 28
2.25	Technical Bill of Material	Annexure 29
2.26	Compliance Statement	Annexure 30
2.27	Integrity Pact	Annexure 31
2.28	Form 2	Annexure 32
2.29	Form 4	Annexure 33
2.30	Non- Disclosure Agreement	Annexure 35
2.31	Documents for Eligibility Criteria	Yes

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S.No.	Bid Component	Applicable for each region
2.32	Detailed Technical Proposal	Yes
2.33	Digitally signed copy of Tender (including all Corrigendums)	Yes
2.34	Certificates related to Guidelines issued by MoF through OM no. 6/18/2019-PPD dtd. 23.07.2020	Annexure 39
3	<b>(Commercial Bid)</b>	
3.1	Commercial Bid	Annexure 5A and/ or Annexure 5B

\* Note: Bidders are expected to submit an appendix indicating the split of work and techno-commercial arrangement between the consortium members. Bidders are mandated not to reveal any information whatsoever about the commercial offer made to RailTel as response this RFP. This appendix should to Annexure 12 should also be signed by the authorized signatory of each consortium member.

The bidder must prepare a table of content with proper referencing (such as serial number, page number, heading etc.) for each document submitted as part of the proposal (pre-qualification, technical and commercial).

### 12.9 Submission of Bids through Online Process

#### Instructions for Online Bid Submission:

- Following are the instruction for online bid submission as per the term and conditions:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.**

More information useful for submitting online bids on the e-tender Portal may be obtained at:

<https://railtel.enivida.com>

#### 12.9.1 REGISTRATION:

- Bidders are required enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) with clicking on the link “Online bidder Registration” on the e-tender Portal by paying the Registration fee of Rs.2360/- Per vendor/per year.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the

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registration process. These would be used for any communication with the bidder.

4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.
8. After completion of registration payment, you need to send your acknowledgement copy on our help desk mail id [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com) for activation of your account

### 12.9.2 SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the RailTel Corporation Of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested, they can pay the processing fee Rs 2500+18% GST (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

### 12.9.3 PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with colored option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### 12.9.4 SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in

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- the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as “Online Payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
  4. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount online (or NEFT/RTGS payment received to RailTel account or by DD any option before the due date and time of submission of bid offer), the uploaded bid will be summarily rejected.
  5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
  6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
  7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  9. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
  10. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **12.9.5 ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.  
Please feel free to contact RailTel E-nivida Helpdesk (as given below) for any query related to e-tendering.

1. Helpdesk landline No: 011-49606060

2. Mr. Amrendra (8448288980)

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3. Mr. Birendra Kumar (8448288988)

### 12.9.6 Electronic-Forward Auction:

- a) Only Initial Price Offer Qualified Bidders as shall be allowed to participate in the e-Auction. (Refer to Section 11.2)
- b) **RailTel Auction website:** <https://railtel.enivida.com>
- c) The bidder has to pay the applicable charges for e-auction event. Details will be intimated later.
- d) Initial Price Offer Qualified Bidders while participating in the e-Auction are required to quote the annual Minimum Guarantee payable.
- e) During the e-Auction, the highest initial price offer shall constitute the **Floor price** and all Financial Bids made during the e-Auction shall be incremental by Rs 10 lakhs or by the specified increment value or multiples thereof to the floor price which shall be notified to the **Initial Price Offer Qualified bidders minimum 1 day before e- auction.**
- f) Initial Price Offer Qualified Bidders shall quote a value by addition of relevant incremental amount to the last quoted Financial Bid reflected in the Auction Portal. For avoidance of doubt, it is clarified that at any time during auction process the Initial Price Offer Qualified Bidders shall only quote an amount above the last quoted Financial Bid on the portal.
- g) At any time during the e-Auction, the only highest Financial Bid of the Initial Price Offer prevailing at that time shall be visible to the Initial Price Offer Qualified Bidders on the Auction Portal.
- h) At any time during the e-Auction, information with respect to the identity of and the number of other Initial Price Offer Qualified Bidders and their details shall not be made visible to anyone.
- i) On the date of e-Auction, the auction process will commence at the time specified by RailTel (“Auction Start Time”) on the Auction Portal and shall continue and last for a duration of 4 (four) hours, ending at Auction End Time subject to any time extension, as per the terms and in the manner described below. The Initial Price Offer Qualified Bidders may quote their Financial Bid which is higher than the Minimum Guarantee quoted by the other Qualified Bidders during the e-Auction. Details:

Sl.	Parameter	Value
1.	Date and Time of Forward-Auction Bidding Event	Will be intimated later
2.	Duration of Forward-Auction Bidding Event	4 Hour
3.	Automatic extension of the ‘Forward-Auction	Yes
	Closing Time’, if last bid received is within a ‘Predefined Time-Duration’ before the ‘Forward- Auction Closing Time’	

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3.1	Pre-defined Time-Duration	Within last 10 minutes
3.2	Automatic extension Time-Duration	10 minutes
3.3	Maximum number of Auto-Extension	Unlimited extension
5.	Entity – Start-Price	Please refer Clause e above
6.	Minimum Bid-Increment	Rs 10 lakhs or multiples thereof to the floor price which shall be notified to the Initial Price Offer Qualified bidders minimum 1 day before e- auction.

In the event a Financial Bid is received during the last 10 (ten) minutes before the scheduled Auction End Time, the close time of the e-Auction will be automatically extended by 10 (ten) minutes from the time the last Financial Bid is received in order to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till occurrence of a time period of 10 (ten) minutes during which no Financial Bid is received on the Auction Portal. For avoidance of doubt it is clarified that in case during any extended period of 10 (ten) minutes no further bid higher than the last quoted highest bid is received, the auction sale will be automatically closed at the expiry of the said extended 10 (ten) minutes and the Qualified Bidder whose Financial Bid is the highest at the end of such extended time will qualify for being finalised as the Selected Bidder.

**Illustration;** Assuming that the initial Auction End Time for a particular electronic auction is 1200 hours and a Financial Bid is received at 1155 hours, the scheduled Auction End Time shall be revised to 1205 Hours. Again if a Financial Bid is received at 1204 hours, the scheduled close time shall be revised to 1214 hours and so on.

Further, in the event that no further Financial Bid is received till 1214 hours, the electronic auction will close at 1214 hours. The Qualified Bidder with the Financial Bid at 1214 hours shall be declared as Selected Bidder.

**Note:-** After the Financial opening there shall be forward auction the starting price will be the H1 bidder price which shall be obtained after the financial bid opening .When financial bids of the bidder will be opened, rest terms & condition shall be shared after publishing of the e-auction .Hence respective vendor/contractor to keep referring RailTel Corporation of India Ltd. E-procurement website (<https://railtel.enivida.com>).

*The above example is only illustrative and is meant for guidance only.*

- j) In case no offer or incremental bids received during e-auction, the bidder having quoted the highest initial price offer will be considered as successful bidder.

### 12.9.7 Opening of Bids

Bids received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and therefore should be authorized by their respective companies to do so. A copy of the authorization letter should be brought by the bidder's representative for RailTel to verify.

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The bids shall be opened online in 2 phases:

In Phase 1, offline envelope, eligibility criteria and technical bid will be opened, as per the schedule given in the RFP, by technical bid opening committee of RailTel appointed for the purpose, in the presence of bidder(s) who choose to attend the meeting and sign a register evidencing their attendance. However, the technical bid will be evaluated only for the bidders who satisfy the pre-qualification criteria mentioned in this RFP in entirety.

In Phase 2, commercial bids of only those bidders who qualify the technical evaluation shall be opened in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The bidders' representatives who are present shall sign a register evidencing their attendance.

RailTel reserves the right to take the services of any one or more external agencies for the evaluation of the proposal submitted by the bidder. However, the final decisive parameters would be at the sole discretion of RailTel and RailTel is not liable to disclose either the criteria or the evaluation report/ reasoning to the bidder(s).

For detailed evaluation process, refer section 11.

### **12.9.8 Clarification of bids**

During the technical bid evaluation, RailTel may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. RailTel has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

### **12.9.9 Address for Communication**

<b>First Point of Contact:</b>	<b>Mr. Rahul Singh</b>
Address:	Asst. General Manager, Marketing RailTel Corporation of India Ltd. 6 <sup>th</sup> Floor, Office Block Tower-2, NBCC Complex, East Kidwai Nagar, New Delhi-110023
Email Id:	rahul.singh@railtelindia.com



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<b>For Unresolved Issues:</b>	<b>Mr. Harish Pawaria</b>
Address:	General Manager/NTP RailTel Corporation of India Ltd 6 <sup>th</sup> Floor, Office Block Tower-2, NBCC Complex, East Kidwai Nagar, New Delhi-110023
Email Id:	pawaria@railtelindia.com

### 12.9.10 Technical Proposal Content

At the minimum the technical proposal for respective region bids should contain the following elements:

S.No.	Section	Key elements
<b>1</b>	General Information and Mandatory Forms	<ul style="list-style-type: none"> <li>Cover Letter (Annexure 7)</li> <li>Certifications available with the bidder at organization level</li> <li>Offered Agency Profile for all consortium partners (Annexure 17)</li> <li>Offered Team Profile (Annexure 23)</li> <li>Resource Deployment Plan during Implementation and operation &amp; Maintenance Phase (Annexure 18)</li> </ul>
<b>2</b>	Offered Solutions	<ul style="list-style-type: none"> <li>Write up on the solution offered by the bidder as a response to this RFP</li> <li>Diagrammatic/ pictorial representations: The bidder should provide complete details of the hardware, software and network architecture of the offered RDN solutions</li> <li>Bandwidth (IBW/MPLS) and network requirement at stations, DC, NOC</li> </ul>
<b>3</b>	Project Approach and Methodology	<ul style="list-style-type: none"> <li>Bidder is expected to provide their approach and methodology for implementation of this project.</li> <li>Project methodology should contain, but not be limited to, following: <ul style="list-style-type: none"> <li>✓ Overall implementation methodology (objective of</li> </ul> </li> </ul>

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S.No.	Section	Key elements
		<p>phases, deliverables at each phase, etc.)</p> <ul style="list-style-type: none"> <li>✓ Methodology for performing business design</li> <li>✓ Methodology for quality control and testing of configured system</li> <li>✓ Offered acceptance criteria for deliverables</li> <li>✓ Methodology and approach along with offered tools and processes which will be followed by the bidder during project implementation</li> <li>✓ Go-Live and Post Go-Live activities</li> <li>✓ Any other relevant information</li> </ul> <ul style="list-style-type: none"> <li>• Bidder should propose a comprehensive project plan for supplying, implementing, installing, commissioning and maintaining the RDN solution. Bidder may propose a timeline equal to or less than that mentioned in the RFP</li> <li>• Bidder should clearly articulate as to how the offered approach and methodology, offered project plan, offered teams, subject matter expertise and specific capabilities deployed shall contribute to satisfying RailTel's requirements</li> </ul>
4.	Project Governance	<ul style="list-style-type: none"> <li>• Bidder should mention the offered governance structure in line with the structure mentioned in Chapter 6 of this RFP including designation of representatives in the governance structure for the project</li> <li>• Bidder should provide an escalation matrix and interaction frequency with RailTel stakeholders.</li> <li>• Bidder should propose frequency of meetings while considering the governance structure offered and the sample progress report that would be shared at various levels.</li> </ul>
5.	Resource Deployment	<ul style="list-style-type: none"> <li>• Details of the team members and their profiles highlighting past experience, educational qualification etc.</li> <li>• Resource mobilization and deployment plan as per project plan shared</li> <li>• Roles and responsibility of deployed team members</li> <li>• Bidders can propose any additional role and profile as per</li> </ul>

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S.No.	Section	Key elements
		their experience in same format <ul style="list-style-type: none"> <li>Replacement mechanism to bring new team members due to attrition or reasons beyond the control of RDN Business Associate(s)</li> </ul>
6.	Operation and Maintenance Services	<ul style="list-style-type: none"> <li>Overview of support methodology offered in support &amp; maintenance phase</li> <li>Detailed support model for services under support and maintenance</li> <li>Sample SLA reports and other reports to be shared with RailTel during support &amp; maintenance phase</li> <li>Spare management Plan</li> </ul>
7.	Optional Supplementary Information	<ul style="list-style-type: none"> <li>Additional information directly relevant to the scope of work, mentioned in the RFP, may be submitted to accompany the proposal.</li> </ul>

### 12.9.11 Non-transferable tender

This tender document is not transferable.

### 12.9.12 Soft copy of tender document

The tender document/ RFP shall be made available on RailTel's website/ RailTel E nvida website. However, RailTel shall not be held responsible in any way, for any errors/ omissions/ mistakes in the downloaded copy.

### 12.9.13 Pre-bid meeting

For clarification of doubts of the bidders on issues related to this RFP, RailTel intends to hold Online pre-bid meeting on the date and time as indicated in the RFP.

**Pre Bid meeting will be conducted through Video Conferencing. The link for Online Pre- Bid meeting will be published only at RailTel's website min. 2 days prior to date of Online Pre- bid meeting. The bidders who wanted to participate in the Online Pre- bidding meeting has to share their contact details (Name, Designation, Organisation, Email id and Phone no.) vide email given at Clause- 12.9.9 of this RFP- Address for Communication, min. one day prior to the meeting.**

For any clarification with respect to this RFP, the bidder may send an email to rahul.singh@railtelindia.com. The format to be used for seeking clarification is mentioned in Annexure

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16. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the designated e-mail ID stated earlier.

Written requests for clarification may be submitted to RailTel as per the schedule mentioned in section 12.9.8 and Annexure 16 (Pre- Bid Query Format) and clarifications for such queries shall be provided by RailTel or its representative in the meeting. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries mentioned in this RFP.

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### **13 Chapter-13: Invitation to Bidders**

#### **13.1 General Instructions**

1. RailTel Corporation of India Ltd. (hereafter referred as “RailTel”) invites separate sealed tenders for technical bid and commercial bid to bid for Build, Operate and Maintain Railway Display Network in 2185 stations on self-sustaining model across Region 1 and Region 2. The scope of work has been detailed out in the Chapter 4. Any amendments / corrigendum after the release of the RFP shall be an integral part of the RFP.
2. In this RFP, the term “bidder” / “successful bidder (RDN Business Associate(s))” refers to the primary bidder together with other entities responsible for delivering products/ services mentioned in the “scope of work” in this RFP.
3. Any correspondence exchanged with the lead bidder of consortium/ joint venture shall be binding on all the consortium/ joint venture members.
4. Bidders are advised to study the RFP Document carefully. Submission of response to RFP shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in this RFP should be submitted to the RailTel not later than the date and time laid down, at the address given in the RFP
5. RailTel or its fully owned subsidiary(s) shall enter into a contract with the successful bidder in each region.

#### **13.2 Earnest Money Deposit**

1. An Earnest Money Deposit (EMD) of amount specified in section 12.2 of this RFP to be paid online at on the eTendering Portal- <https://railtel.enivida.com>. All options given at clause 12.6-
2. Bid submitted without the payment of EMD online shall be summarily rejected.
2. The cost of RFP document is non-refundable and the RFP document is non-transferable.
3. Bids not accompanied by Tender Participation Fee and EMD shall be treated as incomplete.
4. Tender Participation fees/EMD must accompany all tender offers as specified in this tender document and to be paid online at RailTel E-nivida website. Additionally, the option of direct NEFT/RTGS payment to RailTel account is also provided. In all these cases, the payment NEFT/RTGS transfer to be received before the due date and time of submission of RFP offers. However, direct payment at RailTel E-nivida website is the preferred mode of submission for

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both Tender Participation fee and EMD. In all cases, Bid received without Tender Participation fees and EMD as specified in this RFP will summarily be rejected.

5. Bank Details for NEFT/RTGS payment: (copy of NEFT/RTGS payment to be uploaded under payment section at E-Nivida website. DD Option to be chosen in E-nivida website for this purpose)

**Bank Name- UNION BANK OF INDIA**

**Bank Account no:340601010050446**

**IFSC: UBIN0534064**

**MICR:110026012**

**Account name: RailTel Corporation of India Ltd**

**Bank and branch Address: Union Bank of India, Yusuf Sarai Branch, C-1, Green Park Extension, Arvindo Marg, New Delhi-110016**

6. DD/Offline mode of payment is not allowed for any payments under this RFP.

**7. Exemption from Cost of Tender Documents and EMD:**

- (i) Small scale Units registered with NSIC and under single point registration scheme, and
- (ii) MSEs- Micro and Small Enterprises (registered under MSME)

In case bidder happens to be an eligible Small Scale Unit/ MSE, the documentary evidence for same shall be submitted alongwith the bid offer.

- a) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- b) The MSEs must also indicate the terminal validity date of their registration.
- c) Failing (a) and (b) above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
- d) The EMD exemption for Micro and Small Enterprises (MSEs) and NSIC (National Small Industries Corporation) shall not apply to in case the bidder is bidding via consortium or JV.
- e) The bidder needs to be registered with MSME/NSIC for services envisaged in the tender

### **13.3 Power of Attorney**

- (i) The bidder shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Consortium. The bidder(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

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(ii) In case tenderer is other than sole proprietorship firm, following documents shall be submitted by the tenderer:

(a) **Partnership Firm:** The tenderer shall submit (i) a copy of Partnership Deed and (ii) a copy of Power of Attorney (duly registered) in favour of an individual to sign the tender documents and create liability against the Firm.

(b) **Consortium:** The tenderer shall submit documents as mentioned in Clause 10.3-7 of the RFP

(c) **Company registered under Companies Act-2013:** The tenderer shall submit (i) the copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company; and (ii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(d) **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit alongwith the tender- (i) a copy of LLP Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Partnership firm / Consortium / Registered Company , then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Partnership Firm / Registered Company shall be neither asked nor considered, if submitted.

(v) A tender from Partnership firm shall be considered only where permissible as per the tender conditions.

(vi) RailTel will not be bound by any change in the composition of the firm made subsequent to the submission of tender. RailTel may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. No change in the composition of consortium shall be permitted during tendering process.

### 13.4 Duration of Contract

The contract period will commence from the date of issue of Letter of Intent (LOI). The LOI would be provisional. The term of the contract shall be valid for period of 10 years including implementation time period. The contract duration may be further extended **for a period of five years** with mutual consent between RailTel and the RDN Business Associate(s) on mutually agreed terms and condition which will be reviewed and can be revised if required. 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.

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### **13.5 Disclaimer**

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between RailTel and any successful bidder as identified by RailTel after completion of the evaluation process detailed in the RFP. The information contained in this RFP document or any information provided subsequently to Bidder(s) in documentary form by or on behalf of RailTel, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided



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### **14 Chapter-14: Terms and Conditions**

Following terms and condition are applicable for bidders participating for this RFP.

#### **14.1 Undertaking**

The bidders intending to submit the RFP documents shall submit a cover letter and a Bid undertaking letter to RailTel along with the bid proposal , in the format provided in this RFP (Annexure 7 and Annexure 11) respectively.

#### **14.2 Bidder clarification and RailTel's responses**

All clarifications from the bidders relating to this RFP must be submitted in writing exclusively to the contact person before the last date for receipt of clarifications as indicated and in the format specified in this RFP. The mode of delivering written questions would be through post and email. In no event will RailTel be responsible for ensuring that bidders' clarifications have been received by them.

#### **14.3 Amendments to RFP**

1. Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.
2. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
3. In case of the successful bidder, he will not be allowed to withdraw or back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.
4. If RailTel deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue amendments to this RFP. Such amendments would be uploaded on RailTel website on time to time basis. Any such amendments shall be deemed to be incorporated by this reference into this RFP.
5. At any time prior to the deadline (or as extended by RailTel) for submission of bids, RailTel, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, RailTel may modify the RFP document by issuing amendment(s). Such amendment(s) would be uploaded on RailTel website on time to time basis, and these will be binding on all the bidders.
6. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, RailTel, at its discretion, may extend the deadline for the submission of bids.

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### **14.4 Earnest Money Deposit**

The EMD is to be paid online at RailTel E- Nivida Portal. Additionally, the option of direct NEFT/RTGS payment to RailTel Account is also provided. In all these cases, the payment NEFT/RTGS transfer to be received before the due date and time of submission of RFP offer and copy of NEFT/RTGS to be uploaded with bid documents. However, direct payment at RailTel E-Nivida website is the preferred mode of submission of EMD. In all cases, Bid received without Tender participation fees and EMD as specified in this RFP will summarily be rejected.

1. The bidder has to ensure submission of all BGs as per the latest RBI guidelines. The EMD is interest free.
2. The EMD, for the amount mentioned in this RFP, of successful bidder would be returned upon submission of Rolling Performance Bank Guarantee. The EMD of all unsuccessful bidders will be refunded by RailTel on the completion of the RFP process.
3. The bid submitted without EMD, mentioned above, will be summarily rejected without providing any further opportunity to the bidder concerned.
4. The bidder shall extend the validity of the offer and EMD on request by RailTel
5. The EMD may be forfeited:
  - 5.1. If a bidder withdraws its bid during the period of bid validity.
  - 5.2. In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.
6. If the proposal is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfilment of contract. The Earnest Money of successful bidder will be returned after the Rolling Performance Bank Guarantee as required under bank guarantee clause and formal contract duly signed is received by RailTel.
7. Tender Participation fees/EMD must accompany all tender offers as specified in this tender document and to be paid online at RailTel E-nivida website. Additionally, the option of direct NEFT/RTGS payment to RailTel Account is also provided. In all these cases, the payment NEFT/RTGS transfer to be received before the due date and time of submission of RFP offers. However, direct payment at RailTel E-nivida website is the preferred mode of submission for both Tender Participation fee and EMD. In all cases, Bid received without Tender Participation fees and EMD as specified in this RFP will summarily be rejected.
8. Bank Details for NEFT/RTGS payment: (copy of NEFT/RTGS payment to be uploaded under payment section at E-Nivida website. DD Option to be chosen at E-nivida website for this purpose)

**Bank Name- UNION BANK OF INDIA**

**Bank Account no:340601010050446**

**IFSC: UBIN0534064**

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**MICR:110026012**

**Account name: RailTel Corporation of India Ltd**

**Bank and branch Address: Union Bank of India, Yusuf Sarai Branch, C-1, Green Park Extension, Arvindo Marg, New Delhi-110016**

9. DD/Offline mode of payment is not allowed for any payments under this RFP
10. Bid response not accompanied by Tender Participation fees and EMD will be summarily rejected.

### **11. Exemption from Cost of Tender Documents and EMD:**

- (i) Small scale Units registered with NSIC and under single point registration scheme, and
- (ii) MSEs- Micro and Small Enterprises (registered under MSME)

In case bidder happens to be an eligible Small Scale Unit/ MSE, the documentary evidence for same shall be submitted alongwith the bid offer.

- a) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- b) The MSEs must also indicate the terminal validity date of their registration.
- c) Failing (a) and (b) above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
- d) The EMD exemption for Micro and Small Enterprises (MSEs) and NSIC (National Small Industries Corporation) shall not apply to in case the bidder is bidding via consortium or JV.
- e) The bidder needs to be registered with MSME/NSIC for services envisaged in the tender

## **14.5 Right to terminate the process**

1. RailTel reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by RailTel
2. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.
3. This RFP does not constitute an offer by RailTel. The bidder's participation in this process may result in RailTel selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by

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RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

4. RailTel reserves the right to annul the procurement process for RDN or any component of RDN services

### **14.6 Default**

1. The RDN Business Associate(s) shall execute the work with due diligence and expedition, keeping to the approved time schedule. In this project occurrence of following would constitute an event of default:
  - 1.1. Should the RDN Business Associate(s) not start the work within 10 business days from the date of LOA
  - 1.2. Should the RDN Business Associate(s) misses the delivery milestones as agreed in the project plan created with the successful bidder/or as per RailTel approved extended timelines by more than 25 percent due to delays solely attributable to RDN Business Associate(s),
  - 1.3. Should the RDN Business Associate(s) breaches the SLAs as defined in Chapter 5 of this RFP/or as condoned by RailTel for two consecutive quarters in a year on same SLA
  - 1.4. Should the RDN Business Associate(s) fails to make the annual payments on timelines as defined in this RFP/or as approved by RailTel for one quarter
2. In the event of occurrence of defaults as mentioned above, RailTel at its own discretion may decide to give another thirty to sixty days' notice (to be decided by steering committee) in writing to the RDN Business Associate(s) requiring him to make good the neglect or contravention complained of and to bring the project back on its estimated timelines of project plan as approved by RailTel.
  - 2.1. In the event of RDN Business Associate(s) failing to rectify its default even after the expiry of above mentioned notice period, it shall be lawful for RailTel to terminate the existing contract with RDN Business Associate(s) and to take the work wholly or in part out of the RDN Business Associate(s) hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies without prejudice to any other right or remedy of RailTel.
3. The work of installation of RDN system at Railway Station shall be treated as sufficiently completed when the Provisional Acceptance Certificate (PAC) have been issued for the work under consideration.

### **14.7 Penalties for delays in implementation**

1. If the RDN Business Associate(s) fails to implement the RDN within the time specified in the Agreement or within the period of extension granted, the RDN Business Associate(s) shall pay penalties at the rate of 0.5% of total annual payments to RailTel for the current year per week or part

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thereof on the uncompleted portion of work ( rounded off to the nearest whole number ) for the actual delay, if delay is on RDN Business Associate(s) account, occasioned beyond the appointed time by which the work shall have been completed under the contract

2. The total value of penalty on account of above shall be limited to maximum of 10% (Ten percent) of the total annual payments to RailTel for the current year
3. If the total value of penalty on account of delay in implementation exceeds 10%, RailTel will be within its rights to terminate the contract

### **14.8 Disqualification**

The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated:

1. Violation of the bid submission process.
2. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the eligibility criteria documents or Technical -Commercial Proposal.
3. Non-compliance to the conditions of the bidding process
4. The Bid documents are not digitally signed as per guidelines of the RFP.
5. The required Tender Fees and EMD has not been paid as specified in the RFP.
6. The Bid validity period is shorter than the required period.
7. The Bid is not submitted in accordance with this document.
8. During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices.
9. The bidder qualifies their Bid with their own conditions.
10. Bid is received in incomplete form.
11. Bid is not accompanied by all the requisite documents.
12. Non responsive Content of the proposal
13. Information submitted in Techno-Commercial offer is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the contract including the extension period, if any.
14. The deliverables as given in the Technical solution should be in consonance with the Price Proposal. Any deviations in the final deliverables between Techno-Commercial and Price proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid.
15. Inability to respond in accordance with the bidding guidelines
16. The successful bidder, invited to sign the contract qualifies the letter of acceptance of the contract with its own conditions.

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17. The RDN Business Associate(s) fails to deposit the Performance Bank Guarantee or fails to enter into a contract within 15 days of the date of notice of award of contract or within such extended period, as may be specified by RailTel.

### **14.9 Fraudulent and corrupt practice**

Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:

1. “corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
2. “fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of RailTel, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive RailTel of the benefits of free and open competition;
3. “Unfair trade” practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the contract was awarded by RailTel.

### **14.10 Consequences of disqualification**

1. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the any future bidding process for RDN by RailTel.
2. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder through email/fax. No further correspondence from the bidder with RailTel will be entertained.
3. Documents submitted as a part of the proposal and which have not been opened will be returned to the bidder.
4. Documents submitted as a part of the proposal and which have been opened at the time of disqualification will not be returned to the bidder.
5. If the disqualification is for the reasons of fraudulent or corrupt practice, RailTel has the right to initiate action to black list the bidder as per the provisions of the relevant acts/rules.

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### **14.11 Termination of contract owing to default of successful bidder (RDN Business Associate(s))**

RailTel may terminate the contract if the successful bidder:

1. Becomes bankrupt or insolvent
2. makes an arrangement with or assignment in favor of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or
3. being a Company or Corporation, goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or
5. assigns the contract or any part thereof otherwise than as provided in Terms & Conditions, or
- 6 abandons the contract, or
- 7 fails to supply material and/or carry out the works as per contractual terms
- 8 Any breach of SLA leading to penalty of over 10%.
- 9 promises offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel
- 10 Any fraudulent leak of RDN revenues
- 11 Exits the contract before Lock-in period of three years

RailTel shall have the right to (a) measure up the whole or part of the work from which the RDN Business Associate(s) has been removed and (b) to get it completed by another Bidder, the manner and method in which such work is completed shall be in the entire discretion of Indian Railways/RailTel whose decision shall be final; and in both cases (a) and (b) mentioned above the RailTel shall be entitled (i) to forfeit the whole or such portion of the Performance Bank Guarantee as it may consider fit, and (ii) to recover from the RDN Business Associate(s) the cost of carrying out the balance work

Note: Provided always that in any case in which any of the powers conferred upon the RailTel by Sub-clause above shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof and such power shall withstanding be exercisable in the event of any future case of default by the RDN Business Associate(s) for which his liability for past and future shall remain unaffected

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### **14.12 Right of RailTel after termination of contract owing to the default of successful bidder (RDN Business Associate(s))**

In the event of any or several of the courses, referred in Section above, being adopted:

1. The RDN Business Associate(s) shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and RDN Business Associate(s) shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract
2. RailTel shall be within its right to on-board a new partner to complete the works for the RDN and the cost of completion shall be borne by the RDN Business Associate(s)
3. If the RDN Business Associate(s) decides to discontinue services during the contract period, a Liquidity damages equal to at the rate of 10.0% of total annual payments (MG + Revenue Share) to RailTel for the current year to be paid to RailTel in addition to forfeiture of the performance bank guarantee
4. RailTel shall be within its right to on-board a new partner to ensure continuity of RDN Services
5. In such an event all clauses within the scope of the 'Extension of contract and exit management' as detailed in this RFP (clause no 4.3) needs to be complied with

### **14.13 Conflict of interest**

The RDN Business Associate(s) shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest due to prior, current, or offered contracts, engagements, or affiliations with RailTel. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the business associate to complete the requirements as given in the RFP

### **14.14 Government restrictions**

In order to discharge the obligations in respect of supply of products and services, it is essential that the RDN Business Associate(s) undertakes that there are no Government restrictions or sanctions or limitations in the country of the supplier or countries from which products or subcomponents are being procured and/or for the export of any part of the system being supplied. The RDN Business Associate(s) shall also undertake that the OEMs of products have no right to inspect the end usage of the solution



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### **14.15 Tax**

The RDN Business Associate(s) and all personnel employed by him shall pay such taxes like GST, Income Tax or any other applicable taxes as are payable under statutory laws of India and the RailTel WILL NOT ACCEPT any liability for the same. The Bidder shall be liable to pay any other similar tax, if payable, in respect of the Minimum Guarantee, Revenue share and Bank Guarantee and any charges for RailTel/Railways services. If there is any reduction or increase in taxes / duties due to any reason whatsoever, the same shall be passed on to the bidder.

Any foreign entity participating in the bid would be liable to comply with the applicable laws under taxation, with RailTel not being liable on any claims within or outside India.

### **14.16 Insurance**

1. The RDN Business Associate(s) shall take out and keep in force a policy or policies of insurance against all liabilities of the RDN Business Associate(s) at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site.
2. The RDN Business Associate(s) 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.

### **14.17 Insurance of materials and installations**

1. The RDN Business Associate(s) and keep in force a Policy or policies of Insurance for all materials irrespective of whether he used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over. For this purpose, the works are deemed to have been provisionally handed over when provisional acceptance certificate is issued for the locations.
2. The RDN Business Associate(s) should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time

### **14.18 Labour Laws**

1. The RDN Business Associate(s) has to comply with all Central and State Labour laws.
2. Updation of Labour data on Railway's shramikkalyan Portal-

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- 2.1. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- 2.2. Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- 2.3. Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- 2.4. The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- 2.5. After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- 2.6. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
3. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_\_Month, \_\_\_\_\_Year."
4. **Wages to Labour:** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.  
If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

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If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

5. **Apprentices Act:** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

6. **Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

7. **Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

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(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

8. **Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:** The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
9. (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and

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upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- a. Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
  - b. Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
  - c. The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
  - d. After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
  - e. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
10. (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_ Month, \_\_\_\_ Year."
11. **Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":** The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.
12. **Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.

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13. **Provision of Workmen's Compensation Act:** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.
14. **Provision of Mines Act:** The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.
15. **Railway not to Provide Quarters for Contractors:** No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.
16. **Labour Camps:** The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.
17. **Compliance to Rules for Employment of Labour:** The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

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18. **Preservation of Peace:** The Contractor shall take requisite precautions and use his best endeavours to (i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and (ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.
19. **Sanitary Arrangements:** The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.
20. **Outbreak of Infectious Disease:** The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.
21. **Treatment of Contractor's Staff in Railway Hospitals:** The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.
22. **Medical Facilities at Site:** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.
23. **Use of Intoxicants:** The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

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24. **Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement:** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the Contractor and forfeit his Security Deposit.
25. **Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.
26. **Medical Certificate of Fitness for Labour:** It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
27. **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
28. **Medical Re-Examination of Labourer:** Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:



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(1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII of 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

(2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

### **14.19 Force Majeure**

Force majeure shall mean:

1. War, hostilities (whether war be declared or not), invasion, act of foreign enemies
2. Embargos and Sanction
3. Rebellion, revolution, insurrection, or military or usurped power, or civil war, Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
5. Riot, commotion or disorder, unless solely restricted to employees of the business associate
6. Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract
7. Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the business associates or for which the business associate is responsible, and
8. Any operation of the forces of nature against which an experienced business associate could not reasonably have been expected to take precautions.
9. In the event of a Force Majeure, the affected party will be excused from the performance during the existence of the force majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than one hundred and eighty (180) days from the date of the notice stated above, the party injured by the inability of the other party to perform shall have the right, upon written notice of sixty (60) days to other party, to terminate the services. Neither party shall be liable for any breach, claims and damages against the other, in respect of non-performance as a result of Force Majeure leading to such termination.
10. The RDN Business Associate(s), in case of any force majeure event, shall replace all the damaged assets of RDN at its own cost and effort.

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11. An event of Force Majeure shall to the extent possible be remedied with all reasonable dispatch and performance of affected duties and obligations shall be resumed as early as possible. The duties and obligations which cannot be performed or carried out because of force majeure event shall be suspended across the force majeure period. Provided however that no obligation which requires payment of moneys shall be suspended because of the force majeure event.

### **14.20 Settlement of disputes and arbitration**

1. This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the Courts located in New Delhi, India as regards any claims or matters arising under or in relation to this Agreement.
2. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 read with any amendments/modifications thereto.
3. 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<sup>rd</sup>) arbitrator in accordance with the provision of the act.
4. The place of arbitration, with companies incorporated in Indian or anywhere globally, shall be at New Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in New Delhi.
5. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English.
6. The rights and obligations of the Parties under, or pursuant to, this clause, including the arbitration agreement in this clause, shall be governed by and subject to Indian law.

### **14.21 Intellectual property (IP) rights**

The IP rights of the RDN solution / product and standard material should remain vested in the owners of such rights. The RDN Business Associate(s) would acquire non-exclusive and paid up license to use the solution / products and standard material at its own cost

### **14.22 Sub-letting of work**

1. The Single Bidder/lead 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. The Single Bidder/lead Bidder (in case of consortium indemnifies and shall keep indemnified Purchaser against any losses, damages, claims

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or such other implications arising from or out of the acts and omissions of such providers. The Single Bidder/Prime Bidder(in case of consortium) /JV shall be responsible for making all payments to the sub-contractors as may be necessary, in respect of any services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is due to such service providers. Nothing in this Contract or any agreement hereunder shall relieve the Single Bidder/Prime Bidder (in case of consortium) /JV from its liabilities or obligations under this Contract to provide the services in accordance with this Contract. The Purchaser reserves the right to hold the Single Bidder/Prime (in case of consortium) /JV liable for any act/omission of subcontractors. The Single Bidder/Prime Bidder (in case of consortium) /JV shall ensure that the Sub-Contractor appointed is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform.

### **14.23 Award of Contract**

As determined earlier, RailTel will award the Contract to the successful bidder(s) as per the RFP evaluation process.

### **14.24 Notification of award**

RailTel will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance bank guarantee, RailTel will promptly notify each unsuccessful bidder and return their EMD.

### **14.25 Language and Currency**

1. The Bid and all related correspondence and documents shall be written in the English language. In case of any document provided in other languages, English translation has to be submitted along with the bid. Its bidders responsibility to provide accurate and valid English translated documents, in case of any discrepancy is found in the translation, the bids are liable to be rejected. The currency for the purpose of the Bid shall be Indian Rupee (INR). Any value provided in different currency will be converted in INR as per the exchange rate on the date of bid opening.

### **14.26 Agreement**

**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

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- (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.

### **14.27 Commencement of Agreement**

The agreement shall commence from the date of issue of LoA

### **14.28 Rolling Performance Bank Guarantee**

#### **For both Regional Business Associate:**

Within 30 days of the receipt of notification of award (LoA) from RailTel, the successful bidder shall furnish a performance bank guarantee issued by a Nationalized / Scheduled Bank. The annual Rolling PBG shall remain valid for the contract duration and transition period.

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- a. The successful bidder shall submit a rolling PBG of value of quoted 50% amount of annual quoted minimum guarantee (including applicable GST) as per the Chapter 7- Clause b to RailTel of 12 months validity for the 1<sup>st</sup> 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 31<sup>st</sup> 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 Business Associate/s shall be debarred from participating in re-tender for RDN
- c. From 2<sup>nd</sup> year onwards, Business Associate/s shall ensure to change the value of PBG to EITHER- Revenue shared with RailTel during the last applicable FY OR 50% amount of quoted annual minimum guarantee (any amount including applicable GST, whichever is higher) as per the Chapter 7- Clause b and extend its validity of 12 months.
- d. Final Year (Either 10th year OR Final year of extended period OR Final year of Exit notice period): Value of PBG - EITHER- Revenue shared with RailTel during the previous applicable FY OR 50% amount of annual minimum guarantee (including applicable GST- whichever is higher) and extend its validity either by 12 months plus 120 days beyond the contract duration or till the completion of transition period (whichever is later).
- e. 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.
- f. The PBG shall remain valid during the transition period defined in Section 4.3-Extension of Contract & Exit Management. In case of any problem faced in migration of Digital platform due to lack of support from Business Associate/s, necessary recovery shall be deducted from PBG.
- g. 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. BG claim period shall always be one year post the expiry of the BG date

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### 14.29 Contract finalization and award

After completing discussions the RailTel shall issue a Letter of Acceptance to the selected business associate, and promptly notify all business associates who have submitted proposals about the decision taken. The selected business associate is expected to commence the assignment on the date and at the location specified in the contract agreement

### 14.30 Failure to agree with terms and conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award

### 14.31 Integrity Pact Program

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. 15 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.

- a) 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.

Name of IEMs and contact details:

Name	Contact
Smt. Vijaya Kanth, IRAS (Retd)	<b>Add:</b> Sterling Manor, Flat F, No. 5/6, Flat F, Sterling Manor, 3rd Cross Street, Sterling Road, Nungambakkam, Chennai-600034 E-Mail: <a href="mailto:vkanthmrl2003@yahoo.com">vkanthmrl2003@yahoo.com</a> M.No. +91-9445868314
Shri. Vinayaka Rao Turaga, IOFS (Retd)	<b>Add:</b> TURAGA House, Anne Baburao Colony, Penamaluru Vijaywada, Andhra Pradesh-521139 E-Mail: <a href="mailto:tvrao56@gmail.com">tvrao56@gmail.com</a> M.No. +91-9007723424

Name & contact details of Nodal Officer (IP) in RailTel:

Chief Vigilance Officer  
RailTel Corporation of India Ltd  
6<sup>th</sup> Floor, Office Block Tower-2,  
NBCC Complex,  
East Kidwai Nagar,

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

New Delhi-110023

**Email:cvo@railtelindia.com**

- b) 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.
- c) Bidder of Indian origin shall submit the Integrity Pact online 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.
- d) Bidder of foreign origin may submit the Integrity Pact online on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted online by the Bidder duly signed in all pages along with the Bid. 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-31 of this RFP document.
- f) The hardcopy of Integrity Pact has to be submitted preferably within 15 days of last date of submission of bids.
- g) In case, the hardcopy of signed Integrity Pact is received alongwith the bid, then, on behalf of RailTel, the Integrity pact will be signed by the concerned representative in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid opening. One copy of the Integrity Pact shall be retained by RailTel 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.
- h) In case, the hardcopy of signed Integrity Pact is received after the date of bid opening, then, on behalf of RailTel, the Integrity pact will be signed by the concerned representative in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy shall be sent to the bidder by post/courier.

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### 15 Chapter-15: About RailTel

#### 15.1 Introduction

RailTel Corporation is one of the largest neutral telecom services providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. The OFC network is covering all important towns & cities of the country and several rural areas. Along with a strong reliable network of 61000+ RKM of Optic fibre. RailTel has two tier III data centers as well, RailTel is at the forefront of providing nationwide Broadband Telecom & Multimedia Network in all parts of the country in addition to modernization of Train operations and administration of network systems for Indian Railways. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts and has been selected for implementation of various mission-mode Govt. of India projects in the telecom field. RailTel offers a bundle of services like, MPLS-VPN, Telepresence, Leased line, Tower Co-location, Data center services etc, RailTel is a pioneer in transforming Railway stations into Digital hub by providing public Wi-Fi at major Railway stations. Currently 6100+stations are live with RailTel's RailWire Wi-Fi.

Equipped with an ISO 9001:2015, ISO/IEC 20000-1:2018, ISO/IEC 27001:2013 and CMMI-Level 4 certifications, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Center services, NGN based voice carriage services to Telecom Operators, Dark fiber leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

A look at the past 5 years performance reveals RailTel's healthy growth, standing at ~12 per cent, as it realizes returns from its existing services and marks its foray into the Enterprise IT space. RailTel's growth rate is expected to accelerate further as it ventures into providing more value added Enterprise IT services. This bodes well for RailTel as the growth of RailTel is comparable to the average growth rate of the top three domestic neutral telecom players in India which is ~12 per cent.

RailTel now stands as the only telecom PSU, which is a **100 per cent debt free company** and has a unique position in today's telecom sector.





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### 15.2 Network Strength

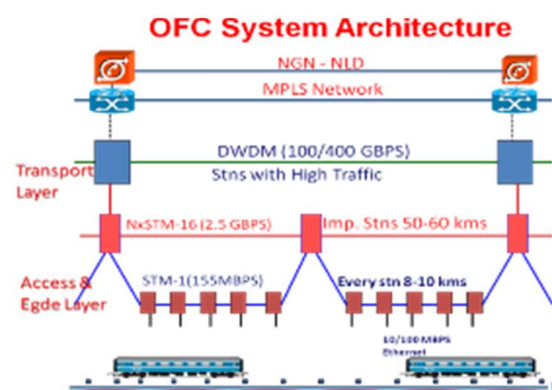
RailTel has exclusive seamless Right of Way (ROW) along 67,415 KM of Railway Track passing through 7321 stations across the country. As on date the OFC networks spans 61000+ RKMs along the Railway track and 21000 KMs of access networks. RailTel's high speed OFC Backbone Network shall ultimately cover the entire railway route across the country. In high bandwidth backbone segment, RailTel occupies a proud place with its unparalleled network. The network has the ability to provide the mission critical customized connectivity platform for enhanced corporate efficiency and growth.

RailTel is creating PoPs at every Railway station en route which are spaced at 8-10 Kms. At all the stations en route is deployed STM-1/4 (155/622 Mbps) primarily to meet Railways requirement. The distribution layer network of STM-64/16 (10G/2.5G) spaced at 40-60 KMs is deployed to connect important towns/cities of the country. Presently this network is available at over 600 cities in multiple rings of STM-64/16. Further, RailTel has also provided n x 10G capacities on its Core network using DWDM at over 24000 RKM across 85 cities to provide Giga capacities capable to provide up to 400/800G.

The network is supported by multiple of 10G/2.5G based STM-64/16 system rings. In addition, RailTel has also provided over 10500 KM of network with DWDM systems with 100G/400G capacity which is targeted to be further expanded to additional 14000 KM within a year to cover all major cities of the country. RailTel also has a MPLS network with core on 10G capacity along with NGN system to support various IP enabled services. The Network covers all major cities of India and provides high availability of services.

### 15.3 New Initiatives

RailTel since its formation has kept pace with the introduction of new services and technology to keep its relevance in the market. The new service portfolios shall in long run help in increasing revenues as well as fully supplementing the existing services to its customers. During the year also RailTel initiated some new services as detailed below:



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### *15.3.1 Hospital Information Management System*

Indian Railways, with the objective of ensuring hospital management in a transparent and effective way, entrusted RailTel with implementation of Hospital Management Information System (HMIS) in Oct.'2020. The HMIS is an integrated clinical information system with the basic objective of improved hospital administration and patient healthcare. The work of Hospital Management Information System in all 695 hospitals/health units of IR has been implemented successfully. This is integrated clinical information system for improved hospital administration and patient health care for providing an accurate, electronically stored medical records.

The features of the software extend from customizing clinical data according to the departments and laboratories, multi hospital feature that provide cross consultation, seamless interface with medical and other equipment's and the patients will have the benefit of accessing all their medical records on their mobile device. There are about 20 modules of HMIS which are implemented. These include Clinical, Administrative, Patient Services & Ancillary Modules viz OPD, IPD, Labs, Pharmacy, Referrals, Medical Examinations, Sick-Fit Certifications, Reimbursement of Medical Claims etc.

The open source HMIS software is to be deployed over the cloud. This platform is linked to the unique medical ID of employees for which about 40 lacs UMID cards have been issued to the regular employees, pensioners and family members. To minimize footfall at Northern Railway hospitals/ Health units for generic treatments, RailTel has developed a teleconsultation app. The mConsultancy Railway HMIS app has been developed and integrated under the ongoing Hospital Management Information System (HMIS) project. Apart from the mConsultancy RailTel has also developed a Covid portal and a mobile app for medical beneficiaries. The Covid portal captures and maintains all data related to covid patients (testing, line of treatment, current status etc) for better monitoring of treatment. The Patient mobile App enables the medical beneficiaries to access their medical record at a single point.

#### **Benefits of HMIS:**

With full adoption of HMIS across IR, the administrative landscape of health is going to undergo tremendous transformation reaping the true benefits of digitisation. The decisions will be based on the predictive data analytics to be in preparedness in advance for various health hazards. RailTel has played key role as a catalyser in the digital transformation of Indian Railways by implementing key initiatives like eOffice, Electronic Interlocking and Video Surveillance System etc. Implementation of HMIS is another important step in this direction which will have a positive impact on the lives of more than 75 lakh Railwaymen, pensioners and their families.

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### *15.3.2 Railway Station Wi-Fi Services*

RailTel has successfully completed the work of providing free public Wi-Fi at 6100+ stations across the country. To transform the Railway stations into the hub of Digital inclusion, Indian Railways mandated RailTel, a Miniratna PSU under Ministry of Railways, to provide high-speed Wi-Fi at the Railway stations. The journey started in January 2016 from the financial capital of India - Mumbai



Central station. The mission is to provide Wi-Fi at all (except the halt ones) Railway stations. Along the journey, RailTel has roped in partners like Google, Tata Trust, PGCIL for some parts of the project and also got funding from Department of Telecom USOF for 200 stations. The Wi-Fi is being provided under the brand name of RailWire- the retail broadband service of RailTel.

This was a unique initiative as this Wi-Fi network is one of the largest Wi-Fi networks of the world. Access to high speed Wi-Fi will help in bridging the digital divide between rural and urban India. Students using their waiting time to download study materials, vendors using the service for digital payment transactions, daily passengers using their time at stations learning new skill or surfing net- the Wi-Fi has been a boon to these people who otherwise suffers from poor connectivity issues.

Wi-Fi service to passengers are being provided under 'RailWire'- the retail Broadband initiative of RailTel catering to Enterprises, SMEs and homes. Designed to offer users the best Internet experience, RailWire Wi-Fi at Railway stations will be available to any user who has a smartphone with working mobile connection for KYC considerations.

This is one of the largest and fastest public Wi-Fi networks of the world. The response to the service has been phenomenal, with around 2.22 crore user login in a month and around 9000 TB of aggregated data consumption. Passengers use this facility for streaming High Definition (HD) Videos, download of movies, songs, games, and do their office work online. To use the Wi-Fi the user has to switch on the Wi-Fi mode on the smartphone and select the RailWire Wi-Fi network. The RailWire homepage automatically appears on the smartphone. The user has to enter his or her mobile number on this homepage. The user will get one-time password (OTP) in form of SMS in the message box which has to be entered in the home page of RailWire. After entering OTP Users will be able to access high speed internet & can start internet browsing.

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### **15.3.3 E-Office**

RailTel has also taken up the work of implementing NIC E-Office system for Indian Railways. E-Office project is a Mission Mode Project (MMP) under the National e-Governance Programme of the Government of India. The project aims to usher in more efficient, effective and transparent inter-government and intra-government transactions and processes. Currently, e-Office has been implemented 216 Units (Zonal HQs, Divisions/CTIs/Pus/RDSO/ RRBs/RPSF/ audit offices etc.) of Indian Railways under three Phases. There has been exponential growth in user of e-office. As on date, more than 1 lakh users of Indian Railways are using e-Office Application. The e-Office has proven to be boon in a Covid crisis time and part of Railway workforce was able to WORK FROM HOME, which would have been impossible in case of manual filing system. RailTel has also created Virtual Private Network for 10,000 users of Indian Railways

### **15.3.4 Content on Demand**

With an aim to generate more non fare revenue, Railway Board has entrusted RailTel for providing the Content on Demand service to passengers in trains. In this project RailTel will provide various preloaded multilingual content (Movies, Music Videos, General Entertainment, Lifestyle etc) in moving trains through media servers installed in trains. CoD platform will also provide e-commerce/m-commerce services in various domains e.g. travel bookings (cab, bus, train) etc. and provide various innovative solutions in digital marketing domain. With COD, passengers will be able to enjoy uninterrupted free/ Subscription based entertainment service during their train journey despite unstable mobile network in a moving train. Passengers will be able to enjoy high Quality buffer free streaming across personal devices. The content will be periodically refreshed. The High-Quality buffer free streaming of across personal devices will make the journey more entertaining.

### **15.3.5 Video Surveillance System**

RailTel is executing provision of IP camera-based Video Surveillance System at railway stations and premium train coaches and EMU coaches. This will go a long way in enhancing the safety and security of the passengers travelling over the IR network. RailTel is also integrating the various standalone video surveillance system installed at various stations by



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respective zonal railways so that the video recordings can be seen and monitored at the Divisional and Zonal head quarter level centrally. Under the project, all cameras to be provided in station premises will be networked on optical fiber cable and brought to a centralized place (CCTV control room) from where they shall be viewed on multiple LCD monitors by Railways security personnel. The system shall provide high capacity storage devices at stations to store recording of CCTV footage for a defined period. CCTV cameras have already been provided at 278 Railway stations.

VSS project will enhance security for passengers especially women & children at Railway stations which are major hubs of transportation, this will include waiting halls, reservation counters, parking areas, main entrance/ exit, platforms, foot over bridges, booking offices etc. Moreover, features like Video Analytics & Facial Recognition System will enhance the overall security of Railway Stations.

### *15.3.6 Security Operation Centre*

RailTel has come up with a world class SOC at Gurgaon office. The SOC would not only enhance our capabilities by securing existing infrastructure but in addition it would provide us with an opportunity to offer our skills to others as well.

Railtel SOC is designed to provide onsite and offsite cyber security incident prevention and security event monitoring services round the clock by skilled resources.

RailTel's Security Operations Centre as a Service (SOCaaS) proactively addresses the increasing threat to Data Security with detection and response capabilities using multiple State of the Art cyber security solutions. The complete integrated security information and event management solution portfolio is the base of RailTel's SOC technology stack.

Railtel SOC provides complete security for East-West traffic and North-South traffic. In a networking context, East-West traffic is the transfer of data packets from server to server within a data center and North-South traffic describes client-to-server traffic that moves between the data center and a location outside of the data center network.

### *15.3.7 Modernization of Signalling System*

RailTel Enterprises Ltd, a wholly owned subsidiary of RailTel Corporation of India Ltd., has been awarded the work of replacement of old mechanical signaling equipment with state-of the-art electronic interlocking system at 12 stations of Northern Railway. The existing mechanical signalling systems are using lever frames to both lower the signal and change the tracks. The new Electronic Interlocking signalling system will now enable lowering the signal and changing of tracks by click of a mouse and will

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enhance safety and improve efficiency of train operation.. Indoor & outdoor work has already started in all stations. Recently another order received for implementation at 14 more stations over NR. Work has already been started on provision of Electronic Interlocking

### *15.3.8 State Wide Area Network*

RailTel is also helping to create and maintain the State Wide Area Networks (SWAN) in various states of the country. In Haryana, RailTel is maintaining the complete SWAN IT infrastructure and upgrading the same where ever required and in Rajasthan radio frequency connectivity and provision of Wi-Fi upto village level is being carried out. In Kerala, RailTel is upgrading the State Wide Network with new generation equipment's and providing Facility Management Services

### *15.3.9 PM WANI*

WANI is an exciting opportunity to proliferate and cascade Internet consumption what PCOs did by enabling Long Distance Calling in low tele-density regime. RailTel believes that the PM-WANI framework will evolve over a period of time and benefits will multiply once all WiFi networks can be virtually consolidated to enable seamless roaming across all PDOAs' networks, the way National Roaming works for Mobile Networks. RailTel has already been registered as Public Data Office Aggregator (PDOA) by Ministry of Communication.

RailTel being the most widespread integrated WiFi network of country supporting the largest footfall of Wi-Fi users, wishes to take an anchor role in entire PM-WANI eco-system, by continuous engagement with regulatory bodies and industry players, to enhance evolving framework. Roaming is optional in current version of PM-WANI and need NxN agreements and integrations.

## *15.4 Existing Services*

While the new areas of business open additional avenues for RailTel, RailTel continues its focus on the present services being offered.

### *15.4.1 NLD Services*

Continuing the efforts in NLD segment, RailTel has pursued its high capacity services from Lease Line growth especially with Government departments, Enterprises, Banks, etc. Last year also saw positive traction in leasing of circuits by MNCs, Govt. customers, Telecom operators and MSOs. Selection of



## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

RailTel as one of the major partners in National Knowledge Network (NKN) has contributed significantly in revenues from NLD services as demand for higher capacities is expected in this network.

### *15.4.2 IP-1 Services*

Tower collocation business translates to a good alternative for RailTel to monetize its towers infrastructure. Dark fiber leasing is a strategic customer engagement product for RailTel. The sector needs renewed focus as it is the highest bottom line business with added advantage of extensive last mile access as a reciprocal arrangement. RailTel is also refocusing on managed services. This shall help in further consolidating its market with existing customer arrangements with all mobile operators across India to lease these sites for collocation purposes.

### *15.4.3 ISP Services*

RailTel is also providing Nationwide Internet & Broadband services to all major customer segments like ISPs, Educational Institutions and various Government departments. During the year RailTel has bagged several orders from various Government departments, PSUs and educational institutes. RailWire is a retail Broadband initiative of the RailTel, with a mission to make available "ICT to Common Man" & "Internet, Education and Health Services to Masses". RailTel envisaged for extending broadband and application services to the public including remote areas (in association with Local Cable Operators and other access network providers, by utilizing their last mile). RailTel extends broadband and application services to the masses through the RailWire platform. RailWire leverages RailTel's considerable infrastructure and presence pan-India. RailWire aims to provide value-added services in Retail sector, Education sector, Health & Spiritual Lifestyle. RailWire focuses on pure-play broadband and VPN services. RailWire offers content & applications-driven network, flexibility & affordable pricing, all in one. RailWire aims to become a hub of local information, and a platform for rendering communication, infotainment, education, health and community services to the masses. RailWire is all about managing the end-broadband-customers through own infrastructure or in certain cases, shared infrastructure/last mile access like fiber to the building (FTTB), Fiber to the Home (FTTH) or similar technology. RailWire broadband services have with 4.5 lakhs active subscriber base in Feb' 22.

### *15.4.4 Services to Railways*

RailTel was established with the vision to modernize Railways train control, operations and safety system networks. Over the years, RailTel has implemented various telecom & IT infrastructure projects as well as various Value Added Services for Indian Railways. This facilitated in spreading various Railways applications to remote and rural stations thus increasing customer satisfaction.

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

**RailNet** : RailTel has provided RailNet, the intranet of Indian Railways, over MPLS VPN. RailNet connects Railway Board with all Zonal, Divisional, Sub-divisional HQ's Production units, CTI's, RDSO & all other units. This secured and dedicated network is used for video conference, voice and data transfer by IR. Total number of VPN ports provisioned are 1310 and total capacity is 84Gbps for RailNet. Peak utilisation of Internet by Indian Railways is 53.775Gbps during quarter ended on 31.03.2021.

**Short haul connectivity (station to station):** RailTel has created STM-4/STM-1 based network at every station to support data connectivity requirements from Indian Railways such as supporting the transfer of PRS/UTS/FOIS/mission critical information along with carriage of voice traffic such as emergency communication during disaster management.

**Long haul connectivity:** RailTel provides MPLS based Wide Area Network (Railnet) to support administrative data communication needs of various field organizations of Indian Railways. The network interconnects Ministry of Railways with 18 Zonal HQs, 67 Divisions of ies, Production units, for sharing of information from all depts. RailTel is now in the process to connect all Tier-1 PRS center on MPLS VPN connectivity with the disaster recovery site of CRIS which shall increase the reliability of these links.

**NGN for voice traffic:** All major telephone exchanges of Indian Railways are connected with future proof NGN technology. This infrastructure is very critical for day-to-day administrative functioning of Railways.

**Broadband:** In addition, RailTel has commissioned Digital Subscriber Line Access Multiplexer (DSLAMS) on existing Railway exchanges to provide Broadband services to more than a lakh of homes and of offices of Indian Railways in both urban and rural areas using the existing Copper wire last mile of Railways. This shall not only help Railway employees but shall also help in increasing Broadband penetration in the country in line with the National Telecom Policy.

**Facilitating CUG services:** RailTel facilitated Indian Railways by choosing an operator through an open process for Mobile CUG connections for 2,91,220 of officials of Indian Railways which is arguably the largest CUG plan within India. It has greatly facilitated in seamless communication among the of officials for improved train operations.

### **15.4.5 Data Centre**

RailTel has two UPTIME (USA) certified Tier-III & MeitY Empaneled Data Centers in place at Secunderabad and Gurugram.



## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

RailTel offers a host of Data Centre services like Colocation Services, Managed services, Cloud Computing, Managed e-Office, Aadhaar Authentication Services, Dedicated Solutions etc, from these two state-of-the-Art Data Centres with combined total gross capacity of more than 6000 Sq.ft Server Farm area.

RailTel cloud services are backed by SLA of 99.95% and co-location services by SLA's of 99.983% which is one of the best by industry standard. The USP of RailTel Data centre is round the clock multi-layered Physical security at different levels, Very Early Smoke Detection System, IP CCTV System, Access Control System, Water Leak Detection System, Rodent Repellent System, and Building Management System. The on-site power system with redundant diesel generators feeding a N+N redundant UPS grid to offer the highest levels of power reliability. Besides Indian Railway, a number of Government customers trust RailTel for the Data Centre services. RailTel Data Centers are empaneled with MeitY for providing cloud services to Govt. Departments & PSUs.

### **15.4.6 Telepresence as a Service (TPaaS)**

RailTel's TPaaS, an end-to-end, high-definition video conferencing service, that gives users a virtual, face-to-face meeting experience was launched in January-2015. Before adoption of TPaaS, Indian Railways were spending huge amount of money and man hours for meetings and events. Post adoption of TPaaS the number of travels for meetings and events has dropped drastically saving man hour, travel and lodging expenses. TPaaS is also extensively used for inauguration of Rly facilities across India.



**Hon'ble PM during inauguration using RailTel's TPaaS services**

Being swifter, faster in decision making and crisis handling, lesser travel for meetings and events has also helped in saving significant amount of carbon footprints. The service now serves 561 elite users across 50 plus customers. The success is a result of the significant ease of use & 24X7 customer responsiveness of the RailTel team vis-a-vis the challenges faced with other service providers.

### **15.4.7 National optical Fiber Network (NOFN)**

The Government of India has approved the project for the creation of a National Optical Fiber Network (NOFN) for providing Broadband connectivity to all 2.5 Lakh Gram Panchayats (GPs), which has now been rechristened as 'BharatNet'. Under the Phase-I of this project, revised scope of RailTel was to lit

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

9315 GPs including 157 blocks across Northern Eastern region states (Tripura, Meghalaya Manipur, Mizoram, Nagaland & Arunachal Pradesh), Pondicherry in South & Gujarat (incl. Daman & Diu and Dadra & Nagar Haveli) in West. RailTel has completed OFC work for all allotted GPs. 7766 GPs are made service ready as on 31.03.2021

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### **16 Chapter-16: Annexures**

#### **16.1 Annexure 1: List of Stations for Region 1 (North + East)**

The list of stations for region 1 with supplementary details are mentioned in the sheet titled “Annexure 1 – List of Stations for Region 1”.

#### **16.2 Annexure 2: List of Stations for Region 2 (South + West)**

The list of stations for region 2 with supplementary details are mentioned in the sheet titled “Annexure 2 – List of Stations for Region 2”.

#### **16.3 Annexure 3: List of current RDN Stations for Region 1 (North + East)**

The list of Current RDN stations for region 1 with supplementary details are mentioned in the sheet titled “Annexure 3 – List of current RDN Stations for Region 1”.

#### **16.4 Annexure 4: List of current RDN Stations for Region 2 (South + West)**

The list of Current RDN stations for region 2 with supplementary details are mentioned in the sheet titled “Annexure 4 – List of current RDN Stations for Region 2”.

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.5 Annexure 5.A: Commercial Bid Format for Region 1 (North + East)

Ref: **Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
<b>Reserve price for minimum annual commitment to be quoted (INR Crores)</b>	= X ( $\geq 50$ Cr)	2 X	1.5 * Year 2	1.5 * Year 3	1.1 * Year 4	1.1 * Year 5	1.1 * Year 6	1.1 * Year 7	1.2 * Year 8	1.31 * Year 9	SUM TOTAL

Note:

- 1 The Bidder is expected to quote the Minimum Guarantee value (X), which should be equal to OR higher than Rs 50 Cr. The quote is to be in Rs. Cr. without decimal places as part of the commercial bid exclusive of applicable taxes.
- 2 In case of discrepancy between figures and words, the amount in words shall prevail.
- 3 The Yearly Minimum Guarantee quoted would be the minimum revenue that RDN Business Associate(s) would give to RailTel in the corresponding year across the contract duration. For any year, the bidder has to pay EITHER quoted annual minimum guarantee OR Revenue share (whichever is higher for the applicable year) based on year-wise slabs as defined in the RFP (clause 7g.)
- 4 Reconciliation amount payable for each quarter need to be paid to RailTel within 15 days post the completion of the corresponding quarter/year as per the terms of payment period.
- 5 The RDN Business Associate(s) will be penalized in case any of the following event takes place:
  - Any delay in payment of Minimum Guarantee or any other outstanding amounts payable by the bidder to the RailTel, will attract interest @ 2% for every month or part thereof, of delay payable from the due date until the date of payment.
  - If the payment is not made within a 30 calendar days, RailTel reserves the right to terminate the contract.

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### 16.6 Annexure 5.B: Commercial Bid Format for Region 2 (South + West)

Ref: Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
<b>Reserve price for minimum annual commitment to be quoted (INR Crores)</b>	= X ( $\geq 50$ Cr)	2 X	1.5 * Year 2	1.5 * Year 3	1.1 * Year 4	1.1 * Year 5	1.1 * Year 6	1.1 * Year 7	1.2 * Year 8	1.31 * Year 9	SUM TOTAL

Note:

- The Bidder is expected to quote the Minimum Guarantee value (X), which should be equal to OR higher than Rs 50 Cr. The quote is to be in Rs. Cr. without decimal places as part of the commercial bid exclusive of applicable taxes.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- The Yearly Minimum Guarantee quoted would be the minimum revenue that RDN Business Associate(s) would give to RailTel in the corresponding year across the contract duration. For any year, the bidder has to pay EITHER quoted annual minimum guarantee OR Revenue share (whichever is higher for the applicable year) based on year-wise slabs as defined in the RFP (clause 7g.)
- Reconciliation amount payable for each quarter need to be paid to RailTel within 15 days post the completion of the corresponding quarter/year as per the terms of payment period.
- The RDN Business Associate(s) will be penalized in case any of the following event takes place:
  - Any delay in payment of Minimum Guarantee or any other outstanding amounts payable by the bidder to the RailTel, will attract interest @ 2% for every month or part thereof, of delay payable from the due date until the date of payment.
  - If the payment is not made within a 30 calendar days, RailTel reserves the right to terminate the contract.

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.7 Annexure 6: Included/ Excluded Networking Devices for Bid Evaluation

S.No.	Items included in list of Networking Devices
1.	Access Points
2.	Routers
3.	Switches
4.	Modem
5.	Wireless Radio Devices
6.	Link Load Balancers
7.	UTM Device
8.	Other Active Telecommunication Equipment

S.No.	Items excluded from list of Networking Devices
1.	End User Computing Devices & peripherals
2.	End User Devices & peripherals

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

### **16.8 Annexure 7: Tender Offer Cover Letter**

(on letter head of Single bidder/lead bidder)

RFP No: RailTel/Tender/OT/CO/NTP/2021-22/RDN/003  
dd/mm/2022

Dated

RDN Region: (Region 1/ Region 2)

To,

General Manager/NTP

RailTel Corporation of India Ltd.

Corporate Office

6<sup>th</sup> Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar

New Delhi-110023

Dear Sir,

Sub: RFP no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26-Mar -2022

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the to Build, Operate and Maintain Railway Display Network.

We attach hereto the response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to RailTel is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank guarantee bond as prescribed in this RFP. (Clause 14.28).

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

Dated this       Day of 2022

(Signature)(In the capacity of)(Name)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name: Witness Address:

### **CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I,,....., the Company Secretary of ....., certify that

..... who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date: Signature:

(Company Seal)(Name)



## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.9 Annexure 8: Bidder Profile (Single Bidder)

(on letter head of Single bidder/lead bidder)

Single Bidder				
S. No.	Particulars	Description/ Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	<b>Contact Details</b>		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	<b>Incorporation Details</b>		Certified copy of incorporation under Indian Companies Act, 1956/2013	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	<b>PAN/TAN No.</b>		Certified copy of PAN card	
E.	<b>GST Details</b>		Certified copy Valid GST Certificate	
F.	<b>Legal Status of Company</b>			
G.	<b>Name of Authorized Signatory</b>		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder.  (Duly notarized or duly supported by Board Resolution)	
	Position			
	Telephone			
	Fax			
	Mobile			
	Email			
J	<b>Number &amp; Address of Offices</b>			
Full Name and Signature of the Authorized Representative:				

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.10 Annexure 9: Lead Bidder and Consortium Details

(on letter head of Single bidder/lead bidder)

Bidder is to provide details of the Consortium Partner, if any. Details of any Sub-Contractors, if any should also be shared along with summary of services to be sub-contracted (if applicable), in the format mentioned below:

S. No.	Name of the Firm	Component wise Scope of Work (in case of Consortium partner)	Memorandum of Understanding (MoU) Details (please attach supporting documents also)
1.	Lead Bidder		
2.	Consortium Partner		

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.11 Annexure 10: Details of Lead Bidder and Co-members (Consortium)

(on letter head of Single bidder/lead bidder)

#### Lead Bidder Profile

Lead Bidder				
S. No.	Particulars	Description/Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	<b>Contact Details</b>		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	<b>Incorporation Details</b>		Certified copy of incorporation under Indian Companies Act, 1956/2013	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	<b>PAN/TAN No.</b>		Certified copy of PAN card	
E.	<b>GST Details</b>		Certified copy Valid GST Certificate	
F.	<b>Legal Status of Company</b>			
G.	<b>Name of Authorized Signatory</b>		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder.  (Duly notarized or duly supported by Board Resolution)	
	Position			
	Telephone			
	Fax			
	Mobile			
	Email			
J	<b>Number &amp; Address of Offices</b>			
	a) In India			
	b) In Abroad			
Full Name and Signature of the Authorized Representative:				

## Request for Proposal to Build-Operate-Maintain Railway Display Network

**Bidder:**

**Signature** -----  
**Name** -----  
**Designation** -----  
**Company** -----  
**Date** -----

### Form 3.2 – Consortium Partner 1/Consortium Partner N...

Consortium Partner 1				
S. No.	Particulars	Description/Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	<b>Contact Details</b>		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	<b>Incorporation Details</b>		Certified copy of incorporation under Indian Companies Act, 1956/2013	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	<b>PAN/TAN No.</b>		Certified copy of PAN card	
E.	<b>GST Details</b>		Certified copy Valid GST Certificate	
F.	<b>Legal Status of Company</b>			
G.	<b>Name of Authorized Signatory</b>		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder  (Duly notarized or duly supported by Board	
	Position			
	Telephone			
	Fax			

## Request for Proposal to Build-Operate-Maintain Railway Display Network

Consortium Partner 1				
S. No.	Particulars	Description/ Details	Reference Documents	Page No.
	Mobile		Resolution)	
	Email			
J	<b>Number &amp; Address of Offices</b>			
	a) In India			
	b) In Abroad			
Full Name and Signature of the Authorized Representative:				

**Bidder:**

**Signature**      -----  
**Name**                -----  
**Designation**      -----  
**Company**            -----  
**Date**                    -----

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

### **16.12 Annexure 11: Bid Undertaking Letter**

(on letter head of Single bidder/lead bidder)

To

General Manager/NTP

RailTel Corporation of India Ltd.

Corporate Office

6<sup>th</sup> Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar

New Delhi-110023

Date dd-mm-yyyy

RDN Region: (Region 1/ Region 2)

Dear Sir,

Sub: RFP no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26-Mar-2022.

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

- 1 We have quoted for all items as requested by RailTel Corporation of India Ltd. in the RFP and stand committed to deliver to the highest standards and quality as required by RailTel Corporation of India Ltd. to meet the timelines of the project. Our bid submission is in line with the requirements of RailTel Corporation of India Ltd. as stated in the RFP.
- 2 We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
- 3 We are completely aware of the Service Level requirements and timelines specified by RailTel Corporation of India Ltd. and are committed to adhering to the same. We have also clearly taken note of the service level requirements of RailTel Corporation of India Ltd. and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
- 4 We have clearly understood RailTel Corporation of India Ltd.'s requirements and wish to confirm that we abide by the terms and conditions of the RFP issued thereafter.
- 5 We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to RailTel Corporation of India Ltd.'s discretion. We also confirm and understand that for all other errors which we have made in the bid, RailTel Corporation of India Ltd. for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment to RailTel of such amounts would be completely according to RailTel Corporation of India Ltd.'s discretion.
- 6 We confirm that we will provide the best of our resources and the people offered by us will be dedicated to RailTel Corporation of India Ltd. for the sake of resource continuity. Further, we also confirm that RailTel Corporation of India Ltd. may interview the key resources offered by us and

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

confirm their acceptability. In any event if a resource is found unfit by RailTel Corporation of India Ltd. we agree to change the same and provide RailTel Corporation of India Ltd. with a replacement within reasonable time so as to not affect the services/project timelines.

- 7 We confirm and understand that RailTel Corporation of India Ltd. has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to RailTel Corporation of India Ltd.
- 8 We confirm that all the offered solution components are compatible and interoperable with each other and the solution will meet the functional and technical requirements of RailTel Corporation of India Ltd.
- 9 We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
- 10 We wish to confirm that we have back-to-back arrangements from all the OEMs for the sizing, prices and service level commitments. We would be responsible and committed to ensure that the sizing is adequate and service levels as required by RailTel Corporation of India Ltd. are met and adhered. In case the hardware sizing is found to be inadequate and does not meet the SLA then the hardware upgrades, if any, will be provided without any further additional cost or burden to RailTel Corporation of India Ltd. than what has been specified by us in our commercial bid documents.
- 11 We will be the single point of contact/reference to RailTel Corporation of India Ltd. RailTel Corporation of India Ltd. will enter into agreement with us only.

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.13 Annexure 12: Consortium Agreement

In notarized Stamp paper of adequate value

Consortium Agreement

Between

<Party 2>, <Party 3>, <Party 4>, <Party 5>

And

<Lead Bidder>

#### Definitions

1. Business Associate: Joint Venture (JV) Company which will be incorporated under the provisions of the Companies Act and in terms of provisions of RFP, in case Consortium is selected based on RFP response.
2. Consortium: Consortium between < Lead Bidder>, <Party2>, <Party3>, <Party4>, <Party5>
3. Consortium Agreement: This Agreement executed between parties
4. Customer: <Insert Customer Name> (“Customer” or <Insert abbreviation>)
5. Effective Date: The last date of signature of this Consortium Agreement by parties’ Authorized Signatories



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6. Lead Bidder/Lead Member: < Lead Bidder>
7. Participant Member(s): <Party2>, <Party3>, <Party4>, <Party5>
8. Party/ Parties: < Lead Bidder>, <Party2> and <Party3>, <Party4>, <Party5> are hereinafter collectively referred to as the “Parties” and individually as a “Party”.
9. RFP: Request for Proposal (“RFP”) for <RFP Name>, <RFP Reference Number>, dated <Insert RFP Date> for <insert brief summary of scope>
10. RDN Region: Region 1 (North + East)/ Region 2 (South + West) <insert the region of bidding>
11. RFP Response: Proposal submitted to customer in response to RFP received for Project<Insert project name>, < Lead Bidder> will be the Lead Bidder
12. Work: Project <Insert Project Name> awarded by customer to successful bidder
13. Scope: The Parties have, on the basis of this Consortium Agreement, agreed to cooperate with each other for the purpose of the RFP for part of the products and services to be provided by Parties as per Exhibit-A. Unless otherwise agreed by the parties in writing, each party shall bear its own costs and expenditures incurred in connection with the preparation, submission and negotiation of the RFP Response. Unless otherwise agreed in writing, the Parties intend for < Lead Bidder> to be the Lead Bidder, and <Party 2>, <Party 3>, <Party4>, <Party5> to be the Participant Members, with respect to the project pursuant to the RFP. If the Consortium is selected based on the RFP Response, the Parties will form a JV Company in terms of RFP to execute the project.
14. All contacts with Customer pertaining to the RFP and RFP Response shall be coordinated through Lead Bidder except contacts initiated by the Participant Member itself. Parties agree to promptly notify each other, if it is directly contacted by Customer concerning the RFP, RFP Response or any related matter.
15. Participant Members to the extent requested and commercially reasonable will be available for consultation with < Lead Bidder> during any negotiations with Customer. Participant Members will, upon < Lead Bidder>’s reasonable request attend any negotiations with Customer, which pertain to the RFP Response and the offerings of Consortium in Exhibit A. < Lead Bidder> will consult with Participant Members on all relevant matters concerning Participant Members’ scope of work and responsibilities in Exhibit A.
16. The division of roles and responsibilities of the Parties for the purposes of the RFP Response shall be as per Exhibit A to this Consortium Agreement.
17. The Members of the Consortium undertake to carry out their respective roles and responsibilities (as per Exhibit A of this agreement) for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium
18. In case to meet the requirements of bid documents or any other stipulations of < Lead Bidder>, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

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19. In case of any discrepancy or ambiguity in any clause/specification pertaining to scope of work area, the RFP released by RailTel (Request for Proposal (“RFP”) for <RFP Name>, <RFP Reference Number>, dated <Insert RFP Date> for <insert brief summary of scope>) shall supersede and will be considered sacrosanct.
20. Inter-se Cooperation between the Parties and Cooperation with Business Associate (JV)  
The Parties acknowledge the importance of cooperation between Participant Members and < Lead Bidder> for the <Insert Project Name> during preparation of RFP Response and submission thereof. In case Consortium is selected based on the RFP response and a JV is formed, the parties during the life of the Project work, shall not do any act or omission which will adversely affect the scope of work and obligations of JV under the RFP and the parties agree to cooperate with each other and with JV in order to ensure smooth implementation and integration of the Scope of Work defined in the RFP with the Scope of Work allocated to JV.
21. Joint and Several Liability : All parties to this Consortium agreement shall accept joint and several liabilities for discharging all obligations under this RFP during the implementation and the operational phase of the project..
22. Term: This agreement shall be effective from the “Effective Date” and shall continue till determination of successful bidder by the customer. In case, consortium is selected based on RFP response, all parties shall have to unconditionally enter into a “Joint Venture Agreement” that shall constitute of similar terms and conditioned as mentioned in this agreement or on such further terms as may be required to be included at the time of acceptance of the bid by the customer. The Joint Venture agreement once executed shall supersede this agreement . Notwithstanding what is stated hereinabove in this clause, the clause pertaining to Interse Corporation and corporation with JV (Clause 20) and clause pertaining to joint and several liability of all the parties to this consortium agreement (clause 21) shall survive even after the expiry or supersession of this agreement by the Joint venture agreement.
23. Obligations of Parties: Parties shall be responsible for their inputs in the RFP Response and warrant that they are qualified under law to perform the obligations under the RFP Response.
24. All parties will be jointly and severally liable for all clauses given in this Consortium Agreement
25. OEMs finalized by the Consortium for this project will have to give authorization for delivered/offered goods/services to < Lead Bidder> directly.
26. <Party 2>, <Party3>, <Party4> and <Party 5> must disclose list of OEMs finalized for the scope of work. If either Party wishes to make any change in list of OEMs post award of work to < Lead Bidder>, must be finalized basis mutual agreement between the Parties.

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

27. Confidentiality: Parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. All parties undertake to hold all such information in confidence and not to disclose such information for any purpose whatsoever save as may be strictly necessary for the performance of this assignment as mentioned in this agreement. The term “Confidential Information” as used herein includes (A) the deliverables and (B) any information or documents disclosed by one party to the other party (a) orally, and which reduced to writing within in period of 30 days of the disclosure; and/or (b) in writing or including but not limited to any written or printed documents, samples, models, technical data/know how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer database, computer software documentation, quotations and price lists, research products, inventions, developments, process, engineering techniques, strategies, customers, internal procedures, employees and business opportunity. Such confidential information may be used by the receiving party only with respect to the performance of its obligations under this agreement and only by those employees of the receiving party and its subcontractors who have a need to know such information for the purposes related to this agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party shall protect the Confidential Information of the disclosing party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature. The confidentiality obligations contained herein shall not apply to any (i) information which is or subsequently becomes available in public domain or (ii) information which becomes lawfully known or available to receiving party from a source other than the disclosing party; (iii) information which is already known to the receiving party independently of the disclosing party, & without an obligation to maintain confidentiality; (iv) information which is independently developed by the receiving party without the use of confidential information; (v) information which is required to be disclosed by the receiving party under the compulsion of law, or by order of any court or Government or regulatory body to whose supervisory authority the receiving party is subject; provided that, in any such event, the receiving party shall give the disclosing party a notice in writing as soon as practicable (which shall be prior notice where possible and not later than 30 days after the disclosure) and the receiving party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment. The confidentiality provisions of this agreement shall survive the term and termination of this agreement for a period of two (2) years.

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

28. Cost: Each Party shall individually assume their own respective costs associated with the activities undertaken pursuant to this agreement. No third party cost shall be committed and incurred until all parties approve and agree on such expenditure.
29. Indemnity: All the Parties shall indemnify, defend and hold each other harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by either of the Party which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of either of the Party's obligation or agreement contained herein.
30. Entire Agreement: This agreement constitutes the entire understanding between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or understanding between the parties.
31. Exclusivity: This Consortium Agreement binds that either party is anytime precluded from having similar arrangements with a third person/party for similar scope of work of Consortium, for the entire duration of this project. Parties shall also maintain the confidentiality provisions of this Consortium Agreement which will be governed by the NDA signed between < Lead Bidder> and <Party 2>, <Party3>, <Party4> and <Party 5>
32. However, < Lead Bidder> is free to associate and enter into Consortium Agreement / Agreement with other parties in relation to other work not covering in this scope of work in connection with RFP of <Insert RFP Name>
33. The Consortium Agreement binds all, <Party 2>, <Party 3>, <Party 4> and <Party 5>, from entering into similar arrangements with a third person/party.
34. Amendment: This Consortium Agreement may be amended or modified only with the mutual written consent of the Parties.
35. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of < Lead Bidder> subject to the conditions as may be stipulated by them in this regard. .
36. In all matters relating to this Consortium Agreement, each Party shall be acting as an independent contractor. Neither Party's employees are employees of the other party under the meaning or application of any laws or otherwise. Each Party assumes all liabilities or obligations imposed by any law with respect to its employees. Neither Party shall have any authority to assume or create any obligation, express or implied, on behalf of the other party without the prior written consent of that other Party. Neither Party shall have authority to represent itself as an agent, employee, or in any other capacity of the other Party.

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

37. All notices, under this Consortium Agreement shall be given by the parties at the addresses given on page 1 of this Consortium Agreement in writing by letter or fax. In case of notice to any Participant Member, a copy of such notice shall be marked to all Consortium Members
38. Neither party shall be entitled to assign or sub-contract all or any of its rights, benefits and obligations under this Consortium Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
39. Notwithstanding any other provisions of this Consortium Agreement, the provisions of this Consortium Agreement that are intended to survive shall so survive the term and termination of this Consortium Agreement.
40. The waiver of any breach of any term, covenant, or condition, herein contained, shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same..
41. Parties shall not publicize any information pertaining to this Consortium Agreement or to the other party without seeking the prior written consent of the other party.
42. The Consortium Agreement together with any Schedules, Annexure and Exhibits attached hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supersedes and cancels all previous agreements thereof.
43. This Consortium Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall constitute an original, and all such counterparts together shall constitute one and the same instrument.
44. This Consortium Agreement is signed by the authorized representatives of the Parties.
45. Intellectual Property/Trademarks: All intellectual property rights existing and owned by a Party prior to the Effective Date of this Consortium Agreement or that will be conceived, developed, created or put to practice by a Party independent of the activities pursuant to this Consortium Agreement, and any enhancement, modification, customization or derivative work thereof shall belong to the Party owned such rights or conceived, developed, created or put to practice such rights. Neither party shall gain by virtue of this Consortium Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. If the parties decide to undertake any joint development pursuant to this Consortium Agreement, any such joint development shall be governed by a separate joint development agreement to be negotiated in good faith by the parties and executed prior to the commencement of any joint development efforts.
46. Neither party, without the express prior written consent of the other party, shall use the trademarks, service marks, proprietary words or symbols of the other party.
47. Nothing in this Consortium Agreement shall affect either party's right to use any trademarks, service marks or proprietary words or symbols of the other party to properly identify the goods or services of

## Request for Proposal to Build-Operate-Maintain Railway Display Network

such other party to the extent otherwise permitted by applicable law or by written agreement between the parties.

48. Good Faith Negotiation & Arbitration: If any matter arises between the Parties about this agreement then the Parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter. However, if any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other Party then the matter shall be submitted by the either party to Arbitration. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act, 1996 read with Indian Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and shall be held in New Delhi, India.
49. Arbitration shall be conducted by a tribunal of three arbitrators, each party to nominate one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator.
50. The arbitration proceedings shall be conducted in English language.
51. The award of the arbitral tribunal shall be final, conclusive and binding on all the parties to the agreement.
52. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
53. Governing Laws and Jurisdiction: This MoU shall be governed and construed in accordance with the laws of India and courts in New Delhi shall have exclusive jurisdiction in the subject matters of this MoU.
54. Force Majeure: The parties shall strive to fulfill their obligations under the Consortium Agreement. However, in the event of Force Majeure such as War, Fire, Riot, strikes, natural calamity, Act of State etc. when the parties are unable to fulfill their obligations, it is agreed that neither party shall be held responsible for any loss/damage or consequential losses or damage to the other party.
55. Severability: If any provision of this Consortium Agreement is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of this Consortium Agreement to the extent permitted by Law shall remain in full force and effect.
56. This Consortium Agreement is signed by authorized representatives of the Parties. IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

<b>&lt;Lead Bidder&gt;</b>	<b>&lt;Party 2&gt;</b>	<b>&lt;Party 3&gt;</b>
. Name:	. Name:	. Name:
. (Authorized Signatory)	. (Authorized Signatory)	. (Authorized Signatory)
. Signature:	. Signature:	. Signature:
. Name of Company:	. Name of Company:	. Name of Company:

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

.  
Date:

. Date:

. Date:

. Witness 1:

. Witness 1:

. Witness 1:

.  
Witness 2:

. Witness 2:

. Witness 2:

### *Enclosure:*

Board resolution/ Power of Attorney of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

### Exhibit A – Scope of Work

RDN Region: (Region 1/ Region 2)

#### Responsibility Matrix

It is agreed between the parties that the Division of work between parties is as per the responsibility matrix defined below:

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

### **16.14 Annexure 13: Commercial Compliance Certificate**

(on letter head of Single bidder/lead bidder)

To,

General Manager/NTP

RailTel Corporation of India Ltd.

Corporate Office

6<sup>th</sup> Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar

New Delhi-110023

RDN Region: (Region 1/ Region 2)

Dear Sir,

Sub: RFP no. Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26-Mar-2022.

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as bidder as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the revenues offered are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 6 months (Six Months) after the date fixed for bid opening and it shall remain binding upon us and may be accepted by RailTel, any time before the expiry of this period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the highest or any bid you may receive.

I / We agree to the terms & conditions mentioned in the Tender document.

Terms & Conditions:

- 1 We confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Place:

Date:

Seal & Signature of the Bidder

Note:

The bidder will have to work as per the timing of RailTel



## Request for Proposal to Build-Operate-Maintain Railway Display Network

RailTel reserves the right to renew the contract post completion of the 10 year period at mutually agreed rates

### 16.15 Annexure 14: Format for Power of Attorney to Authorize Signatory (Single Bidder)

( on non- judicial stamp paper duly notarized)

RDN Region: (Region 1/ Region 2)

#### POWER OF ATTORNEY

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]*

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2022

(Signature and Name of authorized signatory)

\_\_\_\_\_

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.

## Request for Proposal to Build-Operate-Maintain Railway Display Network

- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

### 16.16 Annexure 15: Format for Power of Attorney for Lead bidder of Consortium

( on non- judicial stamp paper duly notarized)

RDN Region: (Region 1/ Region 2)

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

Whereas \_\_\_\_\_ has invited RFP response for \_\_\_\_\_ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s.\_\_\_\_\_, M/s.\_\_\_\_\_, M/s.\_\_\_\_\_, M/s.\_\_\_\_\_ and M/s.\_\_\_\_\_ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s.\_\_\_\_\_, M/s.\_\_\_\_\_, and M/s \_\_\_\_\_ and M/s\_\_\_\_\_ hereby designate M/s. \_\_\_\_\_ being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name in Block Letter of Executant) *[seal of Company]*

Witness 1

Witness 2

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### Notes:

*To be executed by all the members individually, in case of a Consortium. In addition, the POA of all consortium partners individually ( in the format of Annexure 14) to be submitted along with Annexure 15.*

*The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

### 16.17 Annexure 16: Pre Bid Query Format

Note: Bidder's request for Clarification - to be submitted minimum of two days before pre-bid meeting

If, bidder, desiring to respond to **Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003** to Build, Operate and Maintain Railway Display Network dated 26-Mar-2022 requires any clarifications on the points mentioned in the RFP, it may communicate with RailTel Corporation of India Ltd. using the following format.

All questions received at least two days before the pre-bid meeting will be formally responded to and questions/ points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, RailTel may at its discretion, answer all such queries in the Pre-bid meeting.

RailTel Corporation of India Ltd. Corporate Office, 6 <sup>th</sup> Floor, Office Block Tower-2, NBCC Complex, East Kidwai Nagar New Delhi-110023 Ref: Tender no. RailTel/Tender/OT/CO/NTP/2019-20/RDN/518					
<b>BIDDER'S REQUEST FOR CLARIFICATION</b>					
Name of Organization submitting request				Name & position of person submitting request	Full formal address of the Organization including phone, fax and email points of contact
					Tel:
					Fax:
					Email:
S.No.	Section No.	Page No.	Point No.	Content of RFP requiring Clarification	Points of clarification required
1					
2					

Name and signature of authorized person issuing this request for clarification

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

Signature/Date

Official designation

- 1 In case of multiple queries, the contact details need not be repeated and only last two rows of the above format (table) are to be furnished for the subsequent queries.
- 2 Please indicate the preferred method and address for reply.
- 3 Please use email or softcopy as a preference but forward hard copy confirmations.
- 4 The name of the organization and the date shall appear in each page of such a document/ email in the header or footer portion.

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.18 Annexure 17: Offered Agency Profile (Chapter 12.9.10)

(on letter head of Single bidder/lead bidder)

Sub: Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26-Mar-2022.

RDN Region: (Region 1/ Region 2)

S. No.	Particulars	Details to be furnished by the bidders
1	Names and designations of the persons authorized to make commitments to RailTel	
2	Previous organizations where the bidder was associated for similar type of services	
3	Duration of bidder association with that organization	
4	No. of years of experience	

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date:

Seal and signature of the bidder

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.19 Annexure 18: Resource Deployment Plan during Implementation and support Phase

(on letter head of Single bidder/lead bidder)

Bidder should provide the CV of Program Manager and indicative CV of offered resources.

The Bidder also needs to fill the below Resource Deployment which it plans to deploy during the implementation phase of the project.

RDN Region: (Region 1/ Region 2)

Resource Name	Role	M 1	M 2	...	...	...	M 24	...	...	...	...	...	...	M 120
	Project Manager	F/P												
	Team Leader													
	....													
	....													
	....													
	....													

Note:

- F – Full Time
- P – Part Time Resource Deployment Plan

**Request for Proposal to Build-Operate-Maintain Railway Display Network**

**16.20 Annexure-19- Format- Undertaking from the Holding Company/ Subsidiary Company**

**FORMAT FOR NOTARIZED UNDERTAKING TO BE SUBMITTED BY  
HOLDING/SUBSIDIARY COMPANY**

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

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

I ..... *(Name and designation)\*\**..... appointed as the attorney/authorized signatory<sup>##</sup> of ..... *(Name of Holding/ Subsidiary Company)\*\** being Holding/ Subsidiary Company (hereinafter called the Subsidiary/Holding Company) of the Bidder as Subsidiary/ Holding, 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/Holding 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 Holding, we will be wholly responsible for the successful completion of work proposed to be rendered by the Bidder as Subsidiary/Holding.

SIGNATURE OF THE AUTHORISED SIGNATORY

SEAL OF THE HOLDING/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 holding/ subsidiary company in the form of Tender Specific(Regionwise) Board Resolution of the company and power of attorney.*

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

### **16.21 Annexure 20: Undertaking to form a Joint Venture by Consortium**

(on letter head of Single bidder/lead bidder)

To,

General Manager/NTP

RailTel Corporation of India Ltd.

Corporate Office

6<sup>th</sup> Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar

New Delhi-110023

Sector-44, Gurgaon-122003

RDN Region: (Region 1/ Region 2)

Dear Sir,

Ref: Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26-Mar-2022.

Sub: Confirmation to form a JV in the event of allocation of work to the consortium

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we, <Lead Bidder>, <party 2>, <party 3>, <party 4> and <party 5> confirm that in case, the work is allocated to our consortium, all members of the consortium would be entering into a JV as per the guidelines laid down by RailTel to carry out the work assigned.

Place:

Date:

Signature and Seal of Lead Bidder

Signature and Seal of Party2

Signature and Seal of Party 3

Signature and Seal of Party 4

Signature and Seal of Party 5



## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.22 Annexure 21: List of Office Locations

(on letter head of Single bidder/lead bidder)

RDN Region: (Region 1/ Region 2)

S.No	Office Name and Address	State in which office is located	No. of Staff employed at location

Place:

Date:

Signature and Seal of Bidder

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.23 Annexure 22: Submission Check List

(on letter head of Single bidder/lead bidder)

RDN Region: (Region 1/ Region 2)

Following table is an indicative submission checklist. The bidder has to ensure that the following components have been submitted as a part of the RFP submission process.

Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

S.No.	Bid Component	Applicable for each region	Yes/No
<b>1</b>	<b>Tender Fee/EMD</b>		
1.1	EMD	Yes- Payable Online	
1.2	Tender Participation Fee	Yes- Payable Online	
<b>2</b>	<b>Technical Bid</b>		
2.1	Tender Offer Cover Letter	Annexure 7	
2.2	Bidder Profile (Single Bidder)	Annexure 8	
2.3	Lead Bidder and Consortium Details	Annexure 9	
2.4	Details of Lead Bidder and Consortium	Annexure 10	
2.5	Bid Undertaking Letter	Annexure 11	
2.6	Consortium Agreement (in case of consortium)	Annexure 12	
2.7	Lead Bidder PAN/TAN Card	Yes	
2.8	Lead Bidder GSTIN certificate	Yes	
2.9	Certificate of Incorporation and MOA	Yes	
2.10	Commercial Compliance Certificate	Annexure 13	
2.11	Power of Attorney for Authorised Signatory (Single Bidder)	Annexure 14	
2.12	Power of Attorney for lead bidder (in case of consortium)	Annexure 15	
2.13	Offered Agency Profile	Annexure 17	
2.14	Resource Deployment Plan	Annexure 18	
2.15	Undertaking from Holding Company/ Subsidiary Along with Tender Specific Board Resolution and	Annexure 19	

## Request for Proposal to Build-Operate-Maintain Railway Display Network

S.No.	Bid Component	Applicable for each region	Yes/No
	Power of Attorney		
<b>2.16</b>	Undertaking to form a joint venture by consortium (in case of consortium)	Annexure 20	
<b>2.17</b>	List of office locations	Annexure 21	
<b>2.18</b>	Submission Checklist	Annexure 22	
<b>2.19</b>	Offered team profile	Annexure 23	
<b>2.20</b>	Confirmation to Terms and Conditions	Annexure 24	
<b>2.21</b>	Confirmation to Eligibility Criteria	Annexure 25	
<b>2.22</b>	Past Experience Form	Annexure 26	
<b>2.23</b>	Manufacturer's Authorisation Form	Annexure 27	
<b>2.24</b>	Conflict of Interest	Annexure 28	
<b>2.25</b>	Technical Bill of Material	Annexure 29	
<b>2.26</b>	Compliance Statement	Annexure 30	
<b>2.27</b>	Integrity Pact	Annexure 31	
<b>2.28</b>	Form 2	Annexure 32	
<b>2.29</b>	Form 4	Annexure 33	
<b>2.30</b>	Non- Disclosure Agreement	Annexure 35	
<b>2.31</b>	Documents for Eligibility Criteria	Yes	
<b>2.32</b>	Detailed Technical Proposal	Yes	
<b>2.33</b>	Digitally signed copy of Tender (including all Corrigendums)	Yes	
<b>2.34</b>	Certificates related to Guidelines issued by MoF through OM no. 6/18/2019-PPD dtd. 23.07.2020	Annexure 39	
<b>3</b>	<b>(Commercial Bid)</b>		
3.1	Commercial Bid	Annexure 5A and/ or Annexure 5B	

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.24 Annexure 23: Offered Team Profile

(on letter head of Single bidder/lead bidder)

(Please include resource for both Implementation Phase and Support Phase)

RDN Region: (Region 1/ Region 2)

Sr. No.	Name of Offered Project Manager/ Team leaders /Offered Team members	Position offered for (Project Manager/Team Leader/Team Member)	Professional qualifications and Certifications / Accreditation s	Total years of experience	Areas of experience in similar projects (please provide details about the projects undertaken including project scope, client name, team member's role and responsibilities on the project etc.)	Number of years of experience in projects pertaining to Train Wi-Fi (Please provide details about the projects undertaken including project scope, client name, team member's role and responsibilities on the project etc.)

Please enclose documentary proofs to substantiate the claims made.

Place:

Date:

Seal and signature of the bidder

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

### **16.25 Annexure 24: Confirmation to Terms and Conditions**

(on letter head of Single bidder/lead bidder)

To,

General Manager/NTP

RailTel Corporation of India Ltd.

Corporate Office

6<sup>th</sup> Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar

New Delhi-110023

RDN Region: (Region 1/ Region 2)

Dear Sir,

Sub: Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26-Mar-2022.

Further to our proposal dated dd/mm/2022, in response to the Request for Proposal to Build, Operate and Maintain Railway Display Network (hereinafter referred to as “RFP”) issued by RailTel Corporation of India Ltd., we hereby covenant, warrant and confirm as follows:

1. This is to certify that, the specifications of Railway Display Network as per RFP No. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the requirements of the bidding document and that there are no deviations of any kind from the requirement specifications.

1. We hereby agree to comply with all the terms and conditions/ stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by RailTel.

2. Also, I/ we have thoroughly read the tender and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Place:

Date:

Seal and signature of the bidder

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.26 Annexure 25: Confirmation of Eligibility Criteria

(on letter head of Single bidder/lead bidder)

To,

General Manager/NTP

RailTel Corporation of India Ltd.

Corporate Office

6<sup>th</sup> Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar

New Delhi-110023

RDN Region: (Region 1/ Region 2)

Dear Sir,

Sub: Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26-Mar-2022.

Following table is the confirmation of eligibility criteria:

S. No.	Pre-Qualification Criteria	Documents Required	Reference In Bid (Section/Page No.)
<b>For Single Bidder/Lead Consortium Partner/ Consortium Partners</b>			
1	Sum of annual turnover of Bidder in the last 3 financial years+current financial year <b>(In case of Consortium-Lead Bidder should have atleast 10% of the prescribed annual turnover)</b>	INR 500 Cr for each region. If the Single bidder/ consortium participates in both the regions then annual turnover of the bidder should be INR 1000 cr	Audited Balance Sheet and Certificate from CA for the last three Financial years and Certificate from CA for current FY.
2	Cumulative	Deployment and	Implementation Certificate from

## Request for Proposal to Build-Operate-Maintain Railway Display Network

S. No.	Pre-Qualification Criteria		Documents Required	Reference In Bid (Section/Page No.)
	Experience of bidder in deployment and management of digital display screens in public premise and/or commercial establishments	management of at least 1500 independent digital display screens for each region. (3000 independent digital screens for both the regions) OR Deployment and Management of 250 or more network devices in 3 organizations for each region. (500 network devices for both the regions)	Client  The completed work should not be older than 3 years from the date of release of the RFP (For digital display screens on-going project where deployment is completed (minimum 6 months from the date of bid submission) and currently under operation and maintenance phase shall be considered  For network devices – completed projects shall be considered )  Refer to Annexure 6 for the list of acceptable network devices	
3	All the consortium partners or Single bidder should have positive net worth in each of the last	Yes	Duly certified statement from CA for the last 3 financial years	

## Request for Proposal to Build-Operate-Maintain Railway Display Network

S. No.	Pre-Qualification Criteria		Documents Required	Reference In Bid (Section/Page No.)
	3 financial years.			
4	None of the consortium partner/single bidder should be currently blacklisted by any of the PSUs/state or central ministries/Regulatory body/Government bodies	Yes	Notorised Affidavit in stamp paper from each of the consortium partners	
5	<p>The below mentioned entities may participate in the Bidding Process:</p> <ol style="list-style-type: none"> <li>1. Companies incorporated under the Indian Companies Act 1956 or Companies Act 2013;</li> <li>2. A foreign company can also participate on standalone basis or as a member of a consortium. (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.)</li> <li>3. A Bidding Consortium (that may/may not have a foreign company); and</li> <li>4. Limited Liability Partnership (LLPs)</li> </ol>	Yes	Certificate of Incorporation and Memorandum of Association	



## Request for Proposal to Build-Operate-Maintain Railway Display Network

S. No.	Pre-Qualification Criteria		Documents Required	Reference In Bid (Section/Page No.)
6	<p>Sum of annual turnover of bidder in the 3 financial years and current financial year solely from the advertisement/ content distribution business</p> <p>OR</p> <p>Sum of annual turnover of bidder for last 3 financial years (cumulative) and current financial year) solely from the digital advertisement business</p>	<p>INR 100 Cr for advertisement/content distribution business for each region ( 200 cr for both regions)</p> <p>OR</p> <p>INR 25 Cr for digital advertisement business for each region (50 cr for both regions)</p>	<p>CA Certificate indicating revenue from advertisement/ content distribution business or digital advertisement business for last three Financial years + current financial year</p>	
<b>For Content Delivery Platform</b>				
7	<p>Deployment of offered content delivery platform for managing independent digital display screen in public premises and/or commercial establishments</p>	<p>Deployed for managing at least 1500 independent digital screens for each region. (3000 independent digital screens for both the regions)</p>	<p>Implementation Certificate from Client</p> <p>The completed work should not be older than 3 years from the date of release of the RFP (For digital display screens on-going project where deployment is completed (minimum 6 months from the date of bid</p>	

## Request for Proposal to Build-Operate-Maintain Railway Display Network

S. No.	Pre-Qualification Criteria		Documents Required	Reference In Bid (Section/Page No.)
			submission) and currently under operation and maintenance phase shall be considered)	
8	OEM of the offered CDP solution should have at least one operational technical support center in India	Yes	An undertaking to this effect (specifying the location and contact number of such center(s)) must be submitted on consortium partner's letterhead.	
9	The lead consortium member/single bidder should submit an authorization letter from the OEM of the offered CDP solution to use the offered CDP solution in participating in this RFP  *Applicable if the OEM of offered CDP solution is not a consortium member	Yes	Authorization Letter from OEM/MAF	

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.27 Annexure 26: Past Experience Form

(on letter head of Single bidder/lead bidder)

RDN Region: (Region 1/ Region 2)

S No.	Name of the Customer	Brief Scope of work (specify the size of the client, the approaches supported etc.)	Attach reference Letter	Project Status (Completed)
1				
2				
3				
4				
5				
6				

Reference Site Details	
Particulars	Response
Name of the client organization	
Country of Operation	
Address of the Organization	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Number of concurrent users and the geographical spread of the implementation	
Average Team size for the entire project (Please mention the names and roles of all the other third parties involved in case of consortium)	
Name of the contact person for reference	

*Reference site detail needs to be submitted for each credential presented in the bid response document.*

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.28 Annexure 27: Manufacturer's Authorization Form

RDN Region: (Region 1/ Region 2)

**Note:** This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer. The MAF needs to be submitted by CDP and Digital Screens OEM

RFP Reference No. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003

Dated: dd/mm/yy

To,

General Manager/NTP

RailTel Corporation of India Ltd.

Corporate Office

6<sup>th</sup> Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar

New Delhi-110023

Sub: Manufacturer's Authorization Form for Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26-Mar-2022.

We who are established and reputable manufacturers/ producers of \_\_\_\_\_

having factories/ development facilities at \_\_\_\_\_ (address of factory/

facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation. We plan to manufacture the offered quantity for supply from our manufacturing facility(s) at .....(complete address).

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

- 1 Such Products as REL may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and
- 2 The OEM or authorized agency of the OEM to have service and repair facility in India directly/ Software suppliers should have their Technical Assistance Centre (TAC) present in India.
- 3 Guarantee to provide long term technical, service and maintenance support to the bidder that may be required during installation and commissioning of the equipment up to the maintenance period.
- 4 Guarantee to supply spares for a minimum period of ten years for RDN project from the date of

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

commissioning to entire section / works. Guarantee to assure the continued support including all updates/bug-fixes/patches/upgrades on the supplied for the above period.

- 5 The OEM or authorized agency of the OEM should give Warranty for the minimum period of 1 year(s) from the date of commissioning (PAC) of individual stations.
- 6 The OEM or authorized agency of the OEM shall certify the installation of the equipment has been done correctly and installation fit for commissioning.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator/ bidder is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

We further certify that, in case the authorized distributor/ system integrator/ bidder is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable business associate.

Place:

Date:

Seal and signature of the OEM

## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

### **16.29 Annexure 28: Conflict of Interest**

(on on non-judicial stamp paper)

RFP Reference No. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003

Dated: dd/mm/yy

RDN Region: (Region 1/ Region 2)

To,

General Manager/NTP

RailTel Corporation of India Ltd.

Corporate Office

6<sup>th</sup> Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar

New Delhi-110023

Dear Sir,

Sub: Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26-Mar-2022.

I/We do hereby undertake and solemnly declare that there is absence of, any, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with RailTel.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold RailTel harmless against all claims, losses, damages, costs, expenses, including but not limited to expenses incurred on fees of legal advisors and fees of other professionals, by RailTel and/or its representatives, if any such conflict arises later.

Place:

Date:

Seal and signature of the bidder

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.30 Annexure 29: Technical Bill of Material

(on letter head of Single bidder/lead bidder)

RDN Region: (Region 1/ Region 2)

This annexure needs to be submitted for both the region separately. All the software and hardware offered as part of the solution shall form the part of the Technical Bill of Material. Add rows wherever required.

#### 16.30.1 Software

Sl. No.	Particulars	OEM	Make/ Model	Latest Version and Proposed Version	Licensing Model	No of Units/ Licenses	Reference
1	Content Delivery Platform						
2							
3							
4							
	...						

#### 16.30.2 Hardware

Sl. No	Particulars	OEM	Make/Model	No of Units	Reference
1	Screen for Platform				
2	Screen for Waiting Halls				
3	Screen for Concourse				
4	Screen for Passenger Charting				
5	Screen for Video wall				
6	Media Player (if applicable)				
7	Server (At stations) – As per solution				
8	<i>Any other (Please mention)</i>				
9	<i>Any other (Please mention)</i>				
	...				
	...				

## Request for Proposal to Build-Operate-Maintain Railway Display Network

### 16.31 Annexure 30: Compliance Statement

(on letter head of Single bidder/lead bidder)

RFP Reference No. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003  
dd/mm/yyyy

Dated:

To,

General Manager/NTP

RailTel Corporation of India Ltd.

Corporate Office

6<sup>th</sup> Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar

New Delhi-110023

RDN Region: (Region 1/ Region 2)

Dear Sir,

Sub: Tender no. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 to Build, Operate and Maintain Railway Display Network dated 26<sup>th</sup> Mar 2022.

1. We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in RailTel's RFP dated \_\_\_\_\_ for \_\_\_\_\_ (Region1/ Region2).
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by RailTel Corporation of India Ltd. in the RFP document including all annexures and the Business Rules for Auction.
4. We shall participate in the on-line auction conducted by RailTel or through a service provider appointed by RailTel (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that RailTel may debar us from participating in future tenders.
6. We confirm having nominated Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Auction.
7. We accordingly authorize RailTel and/ or the auction-company to issue user ID and password to the above named official of the company.
8. Both RailTel and the auction company shall contact the above named official for any and all matters relating to the Auction.



## **Request for Proposal to Build-Operate-Maintain Railway Display Network**

9. We, hereby confirm that we will honor the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that RailTel may debar us from participating in future tenders for any such failure on our part.
10. We undertake to submit the confirmation of last bid price by us to the auction company/RailTel within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the HCO (Highest Commercial Offer) in terms of RFP.

Name of Authorized Representative:

Signature of Authorized Representative:

Verified above signature

Place:

Date:

Seal and signature of the bidder

## 16.32 Annexure 31 – PROFORMA FOR SIGNING THE INTEGRITY PACT

(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”

RDN Region: (Region 1/ Region 2)

#### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for .....The 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 & exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. 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 signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the subcontractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. 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 as nominated by the Central Vigilance Commission (CVC) Government of India, from the panel of IEMs maintained by it. 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.
4. 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.
5. 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.

Note : However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. 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.

The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the RailTel Board.

9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

10. The word 'Monitor' would include both singular and plural.

11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

## **Section 9: Pact Duration**

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from 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.

5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.

6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.

8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1: (Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 1: (Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

## 16.33 Annexure 32: Form 2

Form No. 2

### PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE

(On Stamp Paper of Rs. One hundred)

RDN Region: (Region 1/ Region 2)

The GM/NTP,

RailTel Corporation of India Limited

I / We ..... hereby guarantee that the design on the basis of which we have submitted our tender no. .... for RDN Region- \_\_\_\_\_ has been carefully made to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1. ....

2. ....

## 16.34 Annexure 33: Form 4

### Form No. 4

#### FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the tenderer) \*\*

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No. \_\_\_\_\_ for Region \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website [www.railtelindia.com/](http://www.railtelindia.com/) RailTel E-nvida portal. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.



6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

#### VERIFICATION

I/We above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Dated:

**\*\*The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

### 16.35 Annexure 34: Agreement Format

#### **CONTRACT AGREEMENT OF SERVICES RailTel Corporation of India Ltd**

Contract Agreement No. \_\_\_\_\_

Dated \_\_\_\_\_  
\_\_\_\_\_

ARTICLES OF AGREEMENT made this .... day of ....20..... between RailTel Corporation of India Ltd hereafter called the “RailTel” of the one part and \_\_\_\_\_ herein after called the “RDN Business Associate” of other part.

WHEREAS the RDN Business Associate has agreed with the RailTel for performance of the services- Railway Display Network-RDN for Region 1 (North +East)/ Region 2 (South +West)/ Both RDN Regions, in the Schedule hereto description of which is set forth 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 Railway Display Network-RDN given by RailTel, the Business Associate 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/2021-22/RDN/003 dtd. 26.03.2022 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 on or before the \_\_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_\_ and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein).

(Signature).....  
Business Associate.....

Signature .....  
RailTel (Designation)  
(For RailTel Corporation of India Ltd)

Address.....

Address .....

Date.....

Date .....

## 16.36 Annexure 35: Non- Disclosure Agreement

RDN Region: (Region 1/ Region 2)

### Form 19 – Non Disclosure Agreement

#### NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of bidding for RFP No. RailTel/Tender/OT/CO/NTP/2021-22/RDN/003 dated 26-03-2022 covering “Request for Proposal ('RFP') for **Request for Proposal (RFP) to Build-Operate-Maintain Railway Display Network**” (hereinafter called the said 'RFP') to the General Manager/NTP, RailTel Corporation of India Ltd., Corporate office, 6<sup>th</sup> Floor, Plate-A, Office Block-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 hereinafter referred to as 'Purchaser' and,

WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal (“to be confirmed in writing within fifteen days of such verbal disclosure.”) or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.

2. Confidential Information does not include information which:

- a. The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. Information in the public domain as a matter of law;
- c. Is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. The Bidder is required to disclose by order of a competent court or regulatory authority;
- e. Is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Bidding process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. To maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. To only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. To restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. To treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Bidding process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Bidding process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential

Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory

Office Seal:

Name:

Place:

Designation:

Date :

Note: The Bidder and shall execute a Non Disclosure Agreement (NDA) as per above format, in favour of the Purchaser before signing of the contract

## 16.37 Annexure 36: Performance Bank Guarantee Format

(To be stamped in accordance with stamp act)

(To be used by approved Indian scheduled commercial banks)

1. In consideration of the RailTel Corporation Of India Ltd, Corporate Office, 6<sup>th</sup> Floor, Office Block Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 ( Hereinafter called “ the RailTel”) having agreed to exempt .....  
.....(hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. .... dated ..... made between ..... and .....  
..... For (hereinafter called “the said Agreement”) of total cost of ownership for the due fulfilment by the said contractor s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, ..... (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, ..... Bank and our local branch at New Delhi (indicate detailed address of local New Delhi branch with code no.) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

4. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

5. We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... (1) ..... We shall be

discharged from all liability under this Guarantee thereafter.

6. We, ..... (Indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

8. We, the ..... Bank further agree that this guarantee shall be invokable at our place if business at...../New Delhi (indicate detailed address of local New Delhi branch with Code no.). The branch at New Delhi is being advised accordingly.

9. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the ..... day of ..... 2022

for .....

(indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

### 16.38 Annexure 37: List of Abbreviations

No	Abbreviation	Full Form
1	.asf	Advanced Systems Format
2	.asx	Advanced Stream Redirector
3	.jpeg/.jpg	Joint Photographic Experts Group
4	.mp3	Audio Coding Format
5	.wma	Windows Media Audio
6	3D	3 dimensional
7	AC	Alternating current
8	Ad	Advertisement
9	ADI	Asset Distribution Interface
10	API	Application Program Interface
11	BIS	Bureau of Indian Standards
12	BSS	Business Support System
13	C	Celsius
14	CA	Chartered Accountant
15	CAPEX	Capital Expenditure
16	CB	Commercial Bid
17	CBT	Computer Based Training
18	CD	Compact Disc
19	cd/m2	candela per sq. meter
20	CDN	Content Delivery Network
21	CDP	Content Delivery Platform
22	CE	Conformité Européenne/ European Conformity
23	CERT-IN	Indian Computer Emergency Response Team
24	CMS	Content Management System
25	COIS	Coach Operating Information System
26	CRM	Customer Relationship Management
27	CUG	Closed User Group
28	CV	Curriculum Vitae
29	DB	Database
30	DC	Data Center
31	DD	Demand Draft
32	DOOH	Digital out-of-home
33	DOT	Department of Telecommunication
34	DR	Disaster Recovery
35	DVI	Digital Visual Interface
36	DWDM	Dense Wavelength Division Multiplexing
37	EMD	Earnest Money Deposit
38	EOI	Expression of Interest
39	FCAPS	Fault, Configuration, Accounting, Performance, Security,
40	FCC	Federal Communications Commission
41	FDR	Fixed Deposit Receipt
42	FOB	Foot over bridge



No	Abbreviation	Full Form
43	Ft.	feet
44	FTR	Functional Requirements for RDN
45	FTTB	Fiber to the building
46	FTTH	Fiber to the home
47	GB	Gigabytes
48	GPIO	General purpose Input Output
49	GPO	General Purpose Output
50	GPs	Gram Panchayats
51	H/V	Horizontal/Vertical
52	H/W	Hardware
53	HD	High Definition
54	HDD	Hard Disk Drive
55	HDMI	High-definition multimedia interface
56	HDMI CEC	High-definition multimedia interface Consumer electronics control
57	HQs	Headquarters
58	HR	Human Resource
59	Hrs	Hours
60	Hz	Hertz
61	I&B Ministry	Ministry of Information and Broadcasting
62	IAB	Interactive Advertising Bureau
63	ICAI	Institute of Chartered Accountants of India
64	INR	Indian Rupee
65	IP	Internet Protocol
66	IP	Intellectual Property Right
67	IP 54	Ingress Protection 54
68	IP 65	Ingress Protection 65
69	IPR	Intellectual Property Right
70	IPS	In-plane Switching
71	IPTV	Internet Protocol Television
72	IPv4	Internet Protocol Version 4
73	IPv6	Internet Protocol Version 6
74	IP-VPN	Internet Protocol Virtual Private Networks
75	IR	Indian Railways
76	IR	Infrared
77	IS	Indian Standards
78	ISO	International Organization of Standardization
79	IT	Information Technology
80	JV	Joint Venture
81	KM	Kilometer
82	LAN	Local Area Network
83	LCD	Liquid Crystal Display
84	LCO	Local Cable Operator

No	Abbreviation	Full Form
85	LED	Light emitting diode
86	LoA	Letter of acceptance
87	MNC	Multi-national Corporation
88	MoSR	Minster of State Railways
89	MOU	Memorandum of Understanding
90	MPLS	Multiprotocol Label Switching
91	ms	milliseconds
92	MS Excel	Microsoft Excel
93	MSO	Multiple-system Operator
94	NCR	National Capital Region
95	NDA	Non-disclosure agreement
96	NE	North East
97	NGN	Next generation network
98	NKN	National Knowledge Network
99	NLD	National Long Distance
100	NOC	Network Operation Center
101	NOC	No Objection Certificate
102	NOFN	National Optical Fiber Network
103	NTES	National Train Enquiry System
104	OBG	Operational Bank Guarantee
105	OEM	Original Equipment Manufacturer
106	OFC	Optical Fiber Cable
107	OOH	Out-of-home
108	OPEX	Operating Expense
109	OSS	Operation Support System
110	P2P	Picture to Picture
111	PAC	Provisional Acceptance Certificate
112	PBG	Performance Bank Guarantee
113	PE	Past Experience
114	PoC	Proof of Concept
115	PoP	Point of Presence
116	PPT	PowerPoint
117	PRS	Passenger Reservation System
118	PSU	Public Sector Undertakings
119	PTN	Packet Transport Networks
120	QOS	Quality of Service
121	QR	Quick Response
122	RDN	Railway Display Network
123	RDSO	Research Design and Standards Organization
124	RFP	Request for Proposal
125	RGB	Red Green Blue
126	RKM	Railway Kilometer
127	ROW	Right of Way

No	Abbreviation	Full Form
128	RPO	Recovery Point Objective
129	RTB	Real Time Bidding
130	RTO	Recovery Time Objective
131	SATA	Serial Advanced Technology Attachment
132	SD card	Secure digital card
133	SLA	Service Level Assessment
134	SOC	Security Operation Center
135	SOR	Schedule of Requirements
136	SSP	Supply side platform
137	TB	Technical Bid
138	TMC	Total Minimum Commitment
139	TPaaS	Telepresence as a service
140	TRAI	Telecom Regulatory Authority of India
141	TUV	Technical Inspection Association
142	TV	Television
143	USB	Universal Serial Bus
144	V	Volts
145	VA	Vertical Alignment
146	VAST	Video Ad Serving Template
147	VAT	Value Added tax
148	VESA	Video Electronics Standards Association
149	W	Watt
150	WAN	Wide Area Network
151	WLAN	Wireless Local Area Network
152	YMC	Yearly Minimum Commitment

## 16.39 Annexure 38: Charges

### **Charges for RailTel Services:**

#### **1. Space for NOC/SOC/Command Centre/Helpdesk at RailTel Gurgaon or any other suitable location.**

500 sq ft space will be provided per RDN Region.

1. Rental area on the fourth floor along with the use of pantry will be charged at lumpsum amount of Rs 40000/- per month along with maintenance charges of common service areas @ Rs 9000/- per month.
2. Extra charges @Rs 500 per hour for premises used on Saturday, Sunday, Holidays and after 18:30 hours on working days.
3. In addition, Board Room facilities already existing on the 3<sup>rd</sup> Floor of the RailTel Building may also be used subject to availability. The charges for Board Room/Conference room is Rs 15000/- for full day and Rs 10000/- per half day or less, subject to revision from time to time.
4. Parking (with permission) for maximum four vehicles at the rate of Rs 2500/- per month per four-wheeler vehicle.
5. Broadband and Telephone services shall be provided by RailTel as a service, as per the rate card of RailTel.
6. Electricity and Air-conditioning charges will be charged on actual load usage basis. Load assessment will be done by RailTel.
7. Beyond 2 years, there will be 15% increase every year in the lease/rent amount and maintenance charge for common service area.
8. Three months deposit of lease/rent as advance security which will be forfeited if the contract is terminated or the Service Provider exit the project before expiry of 2 years.
9. Any alteration to the space, if any, to be done by the service provider should be with prior approval of RailTel.
10. All requirements of access i.e. MEITY approved Data Centre will have to be complied with by the Service provider.
11. No other Service Provider will be allowed to offer IT Services in the Building except RailTel.

#### **2. Data Centre Collocation:**

Full Rack- Rs 6,50,000/- per year (taxes extra as applicable)

One time Caging charges would be extra, based on requirements. Aluminium Mesh, with sliding door & Lock would be charged at INR 1330/sqft.

Rack of 42U rack with dual power supply will be provided with rated power of 3KVA (single phase).

There would be price escalation of 10% on year on year basis for covering the increase in power rates, rental and Manpower charges

#### **3. MPLS VPN services charges:**

Port Capacity	Annual Port charges
---------------	---------------------

	(Rs)*
2 Mbps	42993
10 Mbps	150476
45 Mbps	541712
155 Mbps	1579993
300 Mbps	2522892
512 Mbps	3822563
700 Mbps	4638043
1024 Mbps	5427836

\*excluding applicable taxes

*Note: Port charges between/beyond the above mentioned port capacity should be calculated based on straight line method.*

#### **4. Internet BW charges:**

Capacity	Annual charges (Rs)*
DS3- 45 Mbps	44309

\*excluding applicable taxes

*Note: The charges for required IBW capacities will be calculated on pro-rata basis.*

#### **5. SOC Service rates (Indicative) :**

S. No.	Service Item	Unit	Unit Charges Per Quarter	Remarks
1	Network-as-a-Service (NaaS)	Per Domain	₹ 12,50,000	Complete Network Connectivity Set-up between Servers and Outside DC World Including Shared Routers, Shared Switches, Shared Firewall ( <i>Upto 02 Gbps Throughput</i> ), Clean Pipe Internet with unlimited data transfer with DDoS mitigation ( <i>Upto 20 Gbps</i> )
2	VPN Access (Site-to-Site / IPSec)	Per Site	₹ 30,000	100 Mbps Throughput at RailTel End
3	Client to Site VPN Access (C2S VPN)	Per User	₹ 1,250	
4	Web Application Firewall (WAF)	Per Domain	₹ 4,20,000	<i>Upto 500 Mbps Throughput</i>
5	Security Information and Event Management (SIEM) Services	<i>upto 1,000 EPS (Avg.)</i>	₹ 15,60,000	Event Per Second (EPS) ; Log retention for 06 months

6	Network Behaviour Analyser (NBA)	upto 5,000 FPM (Avg.)	₹ 5,50,000	Flow Per Minute (FPM)
7	Workload Security (WLT)	Per VM	₹ 23,000	Virtual Machine (VM)
8	End Point Security (EPT)	Per VM	₹ 6,000	Virtual Machine (VM)

**Note :**

1. The above tariff is exclusive of applicable taxes.
2. The rates mentioned are for DC Services. Items with corresponding charges mentioned above, will get replicated in case of DC+DR Services.
3. DC is considered at RailTel/Gurugram and DR at RailTel/Secundrabad.

#### 16.40 Annexure 39: Certificates related to Guidelines issued by Ministry of Finance through OM no. 6/18/2019-PPD dated 23.07.2020

(i) Certificate to be provided by Tenderer on their letter heads:

“I have read the clause regarding restrictions on bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

(ii) Certificate for Tenderer for Works involving possibility of sub-contracting:

“I have read the clause regarding restrictions on bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

#### 16.41 Annexure 40: List of RailTel LAN Infrastructure at Railway stations for Region-1 (North+East)

The List of RailTel LAN Infrastructure at Railway stations for Region-1 (North+East)

#### 16.42 Annexure 41: List of RailTel LAN Infrastructure at Railway stations for Region-2 (South+West)

The List of RailTel LAN Infrastructure at Railway stations for Region-2 (South+West)