



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का एक उपक्रम)

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
(A Mini Ratna PSU under Ministry of Railways)

“Triple Play Service Partner”

Document for Request for Qualification (RFQ) for Empanelment of Triple Play service partner to Supply, Install, Test and commission CPE/IPTV STB along with related hardware and Software.

RFQ-NO. RailTel/RFQ/CO/RailWire/2020-21/Triple Play Service Partner/551 dated 14.10.2020

RailTel Corporation of India Ltd.

(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING REQUEST FOR QUALIFICATION (RFQ)

RFQ No. RailTel/RFQ/CO/RailWire/2020-21/Triple Play Service Partner/551 dated 14.10.2020

Request for Qualification for **Empanelment of Triple Play Service Partner** for Supply, Installation, Testing and commissioning of CPE/IPTV STB along with related hardware and Software to existing RailWire broadband subscribers and to partner with RailTel to offer this service to various clients.

Issued by:

**RailTel Corporation of India Ltd.
(A Mini-Ratna PSU under Ministry of Railways)
143, Institutional Area, Sector – 44,
Gurugram - 122003**

Phone No: 0124-2714000

Fax No: 0124-4236084

<https://www.railtelindia.com>

NOTICE INVITING REQUEST FOR QUOTATION (RFQ),**RFQ No. RailTel/RFQ/CO/RailWire/2020-21/Triple Play Service Partner/551**

As India makes rapid strides in all spheres there is a firm belief and commitment to **‘Digital India’**. Digital India is an aspiration and strategy to address India’s 21st Century problems improving efficiency, bringing in transparency and providing access to a range of Digital Services. With the advent of Mobile, Analytics and Cloud, the possibility to innovate and offer agile solutions is immense. RailTel Corporation of India Ltd (**RailTel**) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and has a vision to build a range of Information and Communication Technology (ICT) Services hosted from its Data Centre. In this regard, RailTel intends to create a value-added service for their broadband subscribers and to provide triple play services to various clients like State Fiber Grids etc. The intention of this RFQ is to invite and partner with providers of triple play service platform as a value-added service.

Interested Partners possessing relevant technical capabilities and entrepreneurship skills, may visit www.railtelindia.com for RFQ document from 14-10-2020 to 16-11-2020 (14:59 Hrs.) and submit their response to the RFQ online on the e-tender Portal. (<https://railtel.enivida.com>)

Executive Director (EB)
RailTel Corporation of India Ltd

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Request for Qualification (RFQ) document solely to assist prospective bidders in making their decision on whether or not to bid.

While RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and conduct site visits they may require in order to submit the RFQ. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

RailTel reserves the right not to proceed with the bidding/ RFQ process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the RFQ further with any party submitting an RFQ. No reimbursement of cost of any type will be paid to any person or entities submitting the RFQ.

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SCHEDULE OF EVENTS

1	RFQ Document Availability	RFQ document can be downloaded from website https://railtel.enivida.com , http://www.railtelindia.com from 14-10-2020 onwards till last date of submission of the RFQ.
2	Cost of RFQ document	Rs 10,000/- (Rupees Ten thousand) and GST @ 18% i.e., Rs 1,800/- (Rupees Eighteen hundred only) totaling to Rs.11,800/- (Rs. Eleven Thousand Eight hundred only) payable online at https://railtel.enivida.com
3	Earnest Money Deposit (EMD) to be submitted along with RFQ	Rs. 2,00,000/- (Rupees Two Lakhs only) per zone to be transferred online on https://railtel.enivida.com . Payment receipt to be uploaded online along with other bid documents.
4	Date of Issue of RFQ document	14.10.2020
5	Due date of submission of queries for pre-bid meeting	21.10.2020
6	Pre-Bid Meeting	23.10.2020 (15:30 Hrs.)*
7	End of issue of RFQ document	16.11.2020 (14:59 Hrs.)
8	Due date of submission of bids	16.11.2020 (15:00 Hrs.)
9	Opening of bids	16.11.2020 (15:30 Hrs.)
10	Address for Communication and submission of Bid	Deputy General Manager (Mktg) RailTel Corporation of India Ltd. 143, Institutional Area, Sector – 44, Gurugram - 122003

*Pre-bid meeting is scheduled to be held Online on the date and time mentioned above. Details of Online meeting is given at Annexure-L at Page-46 of this RFQ document. If there is any change in the online meeting link, the same will be communicated through corrigendum in RailTel website and <https://railtel.enivida.com>.

The RFQ document can be downloaded from RailTel website (<http://www.railtelindia.com>) or from <https://railtel.enivida.com> w.e.f 14.10.2020.

Note: Bidders must note that bids received after due date and time shall be rejected and RailTel reserves the right to change the above dates at its discretion.

(DGM/Mktg/CO)

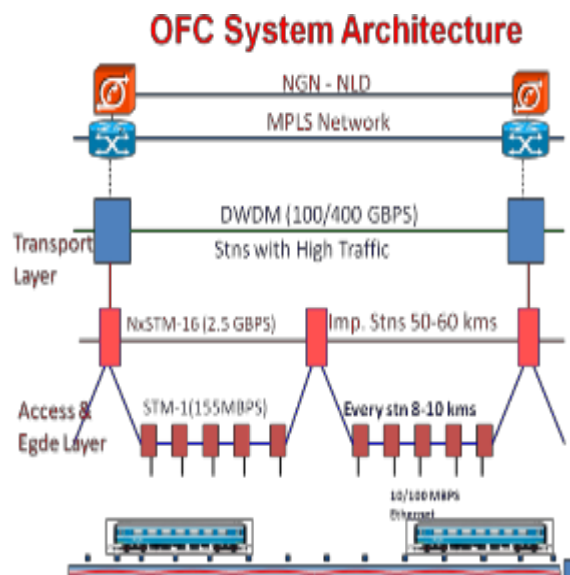
1. About RailTel:

1.1. Introduction:

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts. During the recent years, RailTel has provided Wi-Fi service at more than 5,700 stations in country and is extending the same to Rural stations. The portfolio of services provided by RailTel includes Data center & DR services, Tele- presence as a service, NLD services, IP-1 services, Internet and Broadband services on a Pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 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. Your company stands as the only telecom PSU, which is a 100% debt free company and consistently profit-making PSU in telecom sector.

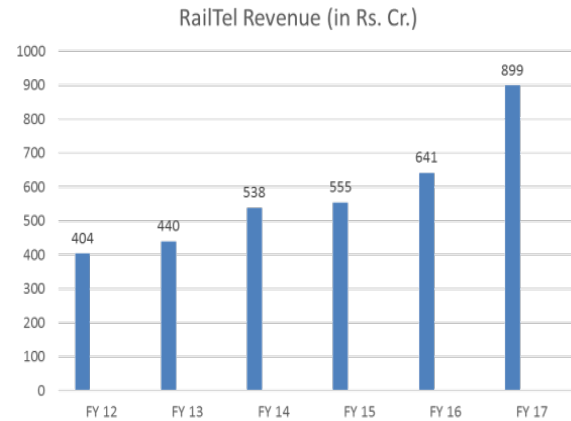
A look at the past 5 years performance reveals RailTel’s healthy growth, as it realizes returns from its existing services and marks its foray into the Enterprise IT space. RailTel’s growth rate is expected to accelerate further as it ventures into providing more value-added Enterprise IT services. This 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 percent.



RailTel's Growth in Revenue

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.



1.2. Network Strength:

RailTel has exclusive seamless Right of Way (ROW) along 67,368 KM of Railway Track passing through 7349 stations across the country. Using this ROW, RailTel has so far laid 50251 RKMs of OFC and OFC lit is 48243 RKMs till March 31, 2019. Works on another 3698 KMs are in various stage of execution. 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 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 (155/625 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 25500 RKM across 85 cities to provide Giga capacities capable to provide up to 400/800G.

RailTel has recently upgraded the Mumbai-Chennai DWDM path on 100G capacity on single channel making it one of the few operators in the country to have such network. On similar lines, other important metro routes are also under the process of bandwidth up gradation. On top of this network, RailTel has upgraded its MPLS network to provide n x 10G capacities on backbone with access routers having multiple of 2.5G/1G capacity. Access network with C/DWDM, STM-64/PTN is being provided in important cities to meet further connectivity requirements.

1.3. Vision of RailWire Services

Digital infrastructure and services are increasingly emerging as key enablers and critical determinants of a country's growth and well-being. With significant capabilities in both telecommunications and software, India, more than most countries, stands poised to benefit from harnessing new digital technologies and platforms to unlock productivity, as well as to reach unserved and underserved markets; thus, catalyzing economic growth and development, generating new-age jobs and livelihoods, and ensuring access to next generation services for its citizens.

Broadband has become a key priority of the 21st Century and has the transformative power as an enabler for economic and social growth by making it an essential tool for empowering people, creating an environment that nurtures technological and service innovation, and triggering positive change in business processes as well as in society as a whole. It has been broadly estimated that a 10% increase in broadband penetration in a country could potentially lead to an over 1% increase in GDP. However, studies in India estimate that the impact could be significantly higher for the country, given the increased productivity and efficiency gains that are likely to accrue to the economy.

The digital economy is essential to India's innovation productivity, global competitiveness and improved social wellbeing. Greater digital engagement can boost social, economic and environmental productivity. It can collapse the time space paradigm and accelerate service delivery for regional and rural Indians. It can improve education and health outcomes, allows for better management of the country's precious resources, promote social inclusion and facilitate more environmentally sustainable management of the built and natural environment. To ensure that these benefits are properly realized, it is important to ensure that Indian households and businesses have high speed Broadband.

The government's commitment to build the enabling infrastructure for the digital economy, in particular the commitment to improve Broadband parameter, will allow India to participate in and enjoy the benefits of the global digital economy. RailTel plans to connect every cable connected home. It will support high speed symmetrical services giving more people access to new tools to manage their business or receive education services. It will also offer greater stability and reliability of broadband services to support a growing number of critical applications, such as health.

1.4. RailWire

RailWire is a retail Broadband initiative of RailTel, with a mission to make available "ICT to Common Man" & "Internet, Education and Health Services to the Masses". RailTel envisaged extending broadband and application services to the public including those in remote areas in association with Local Cable Operators and other access network providers, by utilizing their last mile. Managed Service Partners (MSPs) provide customer support, partner support, evangelize and market RailWire services on behalf of RailTel on a revenue sharing basis. RailWire, by focusing on pure-play broadband and VPN services, aims to become a hub of local information, and a platform for rendering communication, infotainment, education, health and community services to the masses.

RailWire retail broadband is currently serving more than 2,50,000 home-users in 24 Circles across India.

Since the network has no legacy baggage, symmetrical high-speed broadband service with capabilities of content delivery can be rolled out. Entertainment, Education and Health will be primary verticals to be rolled out in the Content Delivery Network. Since the rollout will harness the entrepreneurial energies of thousands of network operators and as many MSPs as required, this model can scale and spread very fast to achieve the broadband penetration targeted by the government.

2. Introduction to RFQ:

Fiber to kerb is the future of communication technology for the next generation. The growth has been expected in the FTTX networks delivering multiple services especially least but not last triple play services to end consumers across the world. RailTel is providing broadband services to retail households through its brand “RailWire”. RailTel is looking for partners

- i. to deliver following services to its broadband customers and
- ii. with whom RailTel can participate in tenders floated by Government entities to provide the following services
 - IPTV
 - OTT
 - Value added Services (VAS) like e-Education and e-Health
 - IP based Telephony

RailTel is inviting partners to express interest for integrated software and hardware platforms that are needed to address the delivery of above services.

- CPE/ IPTV STB
- IPTV Software Platform
- OTT Software Platform
- Other VAS services like e-Education and e-Health
- Super App encompassing all the services via single login

The above list is not exhaustive and can be expanded to deliver other related services.

3. Eligibility Criteria:

This process is open to all applicants who fulfil the eligibility criteria as set out in **Annexure-‘A’** of this document. Applicants should furnish information on the lines of Annexure-A in their RFQ proposal.

4. Scope of Work:

The scope of work includes marketing, survey, design, supply, installation, testing commissioning and Operation & Maintenance of Triple play services.

The detailed breakdown of the activities is listed below

A) Requirement Analysis and Site survey

- Identification of stakeholders
- Identifications of locations for deployment
- Capacity Estimation

B) Site Survey

- Of existing Infrastructure
- To gather requirements for application features/configuration for triple play services.

- C) Feasibility of technology in line with geographical conditions and social requirements
 D) Assist in Detailed Project requirement/planning Preparation

- Technology and services identification
- Network Architecture Design for the Project
- Sizing requirements
- Hardware and Software Requirements
- Cost benefit analysis
- Risk analysis
- Power/Solar/renewable requirement
- Supply of CPE and related hardware and software etc.
- Setting up of support centre for O&M
- Setting up of billing system for service provider
- Integration with existing services
- Service provider agreement
- Customization in local language

- E) Implementation and commissioning of Triple play service

Before full scale launch of service, it is proposed that RailTel and selected partner(s) can have a soft launch as proof of concept (POC).

POC Scope of work:

The scope of work is to deploy **5000** triple play connections in two phases.

Phase 1: 250 connections POC in each zone at the locations mentioned at point (1) below, with STBs to be supplied by Triple play partner and reimbursed by RailTel, to market the RailWire Triple play brand

The allocation of locations under Phase-1 PoC will be equally distributed among the empaneled partners in each zone. The objective of Phase-1 PoC is to check the technical competences of empaneled partners and to test the quality of services, deliverables as per expectations and market acceptance. In this phase, the empaneled partners have to provide the services along with STBs at a competitive rate.

Phase 2: 2250 connections POC in each zone, with STBs to be supplied by Triple play partner charged to the subscriber on EMI basis and may be distributed through RailWire MSPs & Partners.

Price discovery from the empaneled partners for the entire package inclusive of hardware, software and content will be considered on the basis of their performance in phase-1, to build a joint business model to test the market with various plans & commercial models in Phase 2.

The following is the detailed scope:

1. Locations & Connectivity:

The empaneled partner(s) needs to deliver IPTV services and OTT Services to its subscribers in one or more of 7 locations viz Delhi (NCR), Mumbai, Bangalore, Chennai, Hyderabad, Kolkata & Ahmedabad.

RailTel broadband infrastructure will take care of the required Internet connectivity from the empaneled Vendor's IPTV & OTT headend location to the required destinations in a Unicast mode.

2. Services:

1. IPTV Live Channels:
 - 100 Free to Air Channels
 - 50 Pay TV Channels
 - 6 Month subscription included
2. OTT Apps
 - 3 Paid OTT apps and 7 Free OTT Apps - Educational App included
 - 6 Month Subscription Included

3. Integration:

- Integrate into RailTel Network and RailTel Billing system
- RailWire customized Launcher on Android STB's and Mobile.

4. Features:

- TV Dashboard / Menu
 - Subscriber Identity
 - City Time
 - Plan details
- Live TV:
 - Genre Based Channel Listing
 - EPG Guide.
 - Mini Guide (Now and Next Program of Selected Channel).
 - Info Bar
 - Reminder Setting
 - Reminder Listing Screen.
 - Set/Delete Reminder from Info Bar, EPG Screen.
 - Favorites (Display/Set/Delete)
- User Account
 - Messaging
 - Feedback
 - Billing
 - Clock and Weather Settings
- OTT APP Store
 - 10 OTT Apps
 - 3 Paid Apps and 7 Free Apps.

- Super APP on Mobile
 - RailWire branded Mobile Super App with Live TV & OTT
 - Android & IOS versions
- Should support Government programs and schemes

5. Hardware Models:

Android Boxes

Bidder is free to choose any specification with the minimum configuration as given below:

- Minimum memory 2 X 8GB
- Android V 8.0 or higher

6. Service SLAs

- Required Hardware, Content and Software to deliver these services need to be provided by the bidder
- Content relationships & compliance is the responsibility of the bidder
- The entire software and hardware need to be maintained for 6 Months as part of the POC and the further period will be decided on course.
- During POC period

Service Delivery Locations:

The service should be available in above locations chosen by RailTel. While RailTel will ensure the connectivity, the empaneled vendor needs to ensure the delivery of services using RailTel broadband infrastructure.

Field Deployment of Android STBs:

The Android STB to be installed at subscriber by RailTel MSPs/LCOs. Empaneled Vendor to train the RailTel staff and MSPs/LCOs on the Installation process and last mile requirement.

Regulation:

The IPTV deployment should adhere to Schedule 3 regulation laid out by TRAI. Vendor has to take responsibility of delivering IPTV services according to the regulations.

RailTel will seek commercial quote from the empaneled partners for the POC and will invest in Phase 1 of the POC to encourage ANPs and gain confidence in the service.

The following is the price discovery for Phase 2 of POC from each triple play platform bidder to build joint business models with RailTel in the future. RailTel reserves the right to negotiate further with any of the eligible bidders.

Price Discovery Process is planned in an itemized manner broadly covering the following:

Item Description
Hardware: Single Box AOSP
Hardware: Single Box ATV
FTA delivery as a service along with Platform - Monthly Charges
Pay TV delivery as a service along with Platform - Monthly Charges
OTT Apps as a Service along with Platform - Revenue share

5. Process before submission of RFQ:

- i. **Raising of queries/clarifications on Request for RFQ document:** Applicants requiring any clarification on this document should submit their queries through email only on or before 21.10.2020:

1	First Level of Contact	Name: Rajat Singh Designation: Senior Manager/MKTG Contact: 0124-2714000 Email: rajat.singh@railtelindia.com
2	Second Level of Contact	Name: P. Vikrant Kumar Designation: DGM/MKTG Email: vikrantk@railtelindia.com
3	Third level of Contact	Name: K. Manohar Raja Designation: ED/EB Email: kmr@railtelindia.com
	Phone/ Fax No.	Phone No: 0124-2714000 Fax No: 0124-4236084

- ii. **Modification in Request for Qualification (RFQ) document:**

At any time prior to the deadline for submission of response to RFQ, RailTel may modify any part of this document. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded in RailTel's website - <https://www.railtelindia.com>, <https://railtel.enivida.com>. All such change(s) will automatically become part of this Request for RFQ and will be binding on all applicants. Interested applicants are advised to regularly refer the RailTel's URLs referred above.

iii. Extension of date of submission of RFQ:

Request for extension of date for submission of RFQ will not be entertained. However, RailTel at its discretion may extend the deadline in order to allow prospective applicants a reasonable time to take the amendment/changes, if any, into account.

6 Process of bidding:

6.1 Response to RFQ

The response to RFQ should be submitted on or before 15:00 hours on 16-11-2020 through “ONLINE” mode on e-Tender portal <https://railtel.enivida.com>, which will be opened on 16-10-2020 at 15:30 hours in front of representatives of bidders.

Separate responses for each zone shall be submitted online and the response should also include detailed compliance/ non-compliance of requirements listed in RFQ.

In this case, the registration fee paid for e-Nivida portal is valid for one year from the date of payment and will be valid for all the online bids that the bidder may participate during the year. However, RFP/RFQ processing fee is to be paid separately for each of the online bid.

6.2 e-Tendering Portal

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com>.

6.3 Tender Bidding Methodology

Online Bid System - ‘Single Stage’: In this, bidder has to submit the bid through “ONLINE” mode. If the bidder is applying for more than one zone, then bidder need to submit separate online bids for each zone.

6.4 e-Nivida Helpdesk

Please visit Helpdesk section on e-Nivida Portal, refer Annexure-K

6.5 Bid related Information for this RFQ (Online)

Bidder has to submit following digitally signed documents “ONLINE” on RailTel e-Nivida Portal:

- a) e-receipts of Cost of Tender Document and Earnest Money Deposit (EMD) paid to RailTel, in case bidder is applying for more than one zone then bidder need to pay EMD separately

for each zone.

- b) Copy of RFQ Documents along with corrigendum and pre-bid queries
- c) All mandatory documents as mentioned in Annexure-A
- d) Undertaking of validity of bids on bidder's letter head as per clause no 6.10
- e) Undertaking of preference for the zone on bidder's letter head, if bidder is applying for more than one zone as per clause no. 10 (vii)

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions given in Annexure-K

6.6 Bid related Information for this Tender (OFFLINE)

Bidder need to submit following documents OFFLINE before the due date and time of submission of bid mentioned in this RFQ document. The envelope should be superscribed as **"Request for Qualification for Empanelment of Triple Play Service Provider for (Zone name)"**

- a. Letter of Authority/ Power of Attorney in original on bidder's letter head from authorized signatory of the company to sign and submit the bid along with the board resolution.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the (RailTel e-Nivida) service provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will re-schedule the affected event(s).

6.7 Clarification on RFQ Document

If there is any ambiguity or doubt as to the meaning of any of the RFQ clauses/ conditions or if any additional information/clarification required, the matter should immediately be referred to RailTel in writing through emails to RailTel contacts defined above. The queries must be submitted in the following format (in excel as well as pdf):

BIDDER'S REQUEST FOR CLARIFICATION		
Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative

		Tel:	
		Fax:	
		Email:	
S. No	RFQ Reference(s) (Section, Page)	Content of RFQ requiring clarification	Points of clarification required
1			
2			

6.8 Earnest Money Deposit (EMD) and Cost of RFQ document

(a) Earnest Money Deposit (EMD):

The bidder has to submit the EMD of Rs. 2,00,000/- (Rs. Two Lakh only) per zone payable online at <https://railtel.enivida.com>

The successful bidder's EMD shall be returned on receipt of valid & authenticated Performance Bank Guarantee (PBG) that is to be submitted as per clause 13.3.

The unsuccessful bidder's EMD will be discharged / returned after signing of the contract with the successful Bidder. No interest will be paid by RailTel on the EMD amount.

The EMD may be forfeited:

1. If a bidder withdraws its bid during the period of bid validity specified in the RFQ; or
2. If the Bidder is found to have submitted false particulars / fake documents; or
3. If the Bidder is found to have indulged in corrupt practices or manipulation of rates by cartelization; or
4. in the case of a successful Bidder, if the bidder fails:
 - I. To sign the Contract in accordance with Clause 12 or
 - II. To furnish bank guarantee in accordance with Clause 13.3

(b) Cost of RFQ document:

Cost of RFQ document of Rs 10,000/- (Rupees Ten thousand) and GST @ 18% i.e., Rs 1,800/- (Rupees Eighteen hundred only) totaling to Rs.11,800/- (Rs. Eleven Thousand Eight hundred only) payable online at <https://railtel.enivida.com>

Bids not accompanied by e-receipt of Cost of RFQ document and/ or EMD shall be treated as non-responsive.

6.9 Late Bids

Any bids (online and/ or offline documents) received by RailTel after the submission deadline (date and time) will be rejected and/or returned unopened to the bidder.

6.10 Period of Validity of submitted bids:

The bids submitted will be valid for 180 (One hundred and eighty) days from the date of opening of the bids. A bid valid for a shorter period shall be rejected by RailTel as non-responsive and shall not be taken up for evaluation purposes. For this, the bidder needs to submit undertaking on letter head. If required, on the request of RailTel, the bidder will extend the validity of the bid.

7.0 Submission of Response to RFQ

a) Addressee and Address for, submission of RFQ offline responses and bid opening:

P Vikrant Kumar, DGM (Mktg.)
RailTel Corporation of India Ltd, Plot No 143,
Sector 44, Institutional Area,
Opposite to Gold Souk, Gurgaon, Haryana- 122003
Phone no. 0124 2714000, Fax 0124 4236084,
Email: vikrantk@railtelindia.com

b) Details of the contact person for any clarification:

Rajat Singh, Sr Manager/Marketing
RailTel Corporation of India Ltd, Plot No 143,
Sector 44, Institutional Area,
Opposite to Gold Souk, Gurgaon, Haryana- 122003
Phone no. 0124 2714000, Fax 0124 4236084,
Email: rajat.singh@railtelindia.com

Authorised representative of the bidder may attend the tender opening event as mentioned in the RFQ or any corrigendum at address mentioned above.

8.0. Process after submission of RFQ:

- i.** All responses to this RFQ received by the designated date and time will be examined by RailTel to determine if they meet criteria/terms and conditions mentioned in this document including its subsequent amendment(s), if any, and whether responses are complete in all respect.
- ii.** During evaluation, if any of the information/data submitted by the bidder is not in desired format / illegible / incomplete / not containing clear information, then at its sole discretion, RailTel can solicit the required information/data from the bidder. If the bidder fails to fulfil the requirement, then such bids will be rejected from further evaluation process.

- iii. If deemed necessary, RailTel may seek clarifications on any aspect of RFQ from the bidder. If a written response is requested, it must be provided within stipulated timelines. RailTel may also make enquiries to establish the past performance of the applicants in respect to document submitted by bidder. All information submitted in the application or obtained subsequently will be treated as confidential.
- iv. As a part of mandatory requirement of this RFQ, bidders are required to make presentation of their proposed methodology, capabilities, proposed business model and demonstrate proof of concept.
- v. In order to ascertain the capability of respondents to RFQ, RailTel teams may visit the facilities of respondents/ customer premises where services are delivered.
- vi. Based on the RFQ responses, presentations made by the respondents, demonstration of proof of concept etc., RailTel may empanel the applicants who fulfil the eligibility criteria, have experience and capability as per the requirement of the RailTel and are agreeing to abide by the terms and conditions of RailTel as mentioned in this RFQ document. RailTel's judgment in this regard will be final.
- vii. Applicants will be advised about shortlisting of their bids or otherwise. However, applicants will not be provided with information about comparative position of their response with that of others.

9 Terms & Conditions of RFQ:

- 9.1 Submission of RFQ is evidence of an applicant's consent to comply with the terms and conditions of RFQ process and subsequent bidding process. If an applicant fails to comply with any of the terms, its response to RFQ may be rejected.
- 9.2 Willful misrepresentation of any fact in the RFQ will lead to the disqualification of the applicant without prejudice to other actions that RailTel may take. The applicants shall be deemed to license, and grant all rights to RailTel, to reproduce whole or any portion of their product/solution for the purpose of evaluation and to disclose and/ or use the contents of submission as the basis for RFQ process.
- 9.3 RailTel reserves the right to accept or reject any or all responses received to this RFQ without assigning any reason and RailTel's decision in this regard will be final. No contractual obligation whatsoever shall arise from the RFQ evaluation process.
- 9.4 Any effort on the part of applicant to influence evaluation process may result in rejection of the RFQ.
- 9.5 RailTel is not responsible for non-receipt of response to this RFQ within the specified date and time due to any reason including postal delays or holidays in between.
- 9.6 RailTel reserves the right to verify the validity of information provided in the response to RFQ and to reject any bid where the contents appear to be incorrect, inaccurate or

inappropriate at any time during the process of RFQ evaluation or even after award of contract.

9.7 Applicants shall be deemed to have:

- a)** examined the RFQ document and its subsequent changes, if any for the purpose of responding to it.
- b)** examined all circumstances and contingencies, having an effect on their RFQ application and which is obtainable by making of reasonable enquiries, satisfied themselves as to the correctness and sufficiency of their RFQ applications and if any discrepancy, error or omission is noticed in the RFQ, the applicant shall submit such notification to RailTel in writing on or before the end date/time

9.8 The applicant shall bear all costs associated with submission of RFQ, presentation/POC desired by RailTel. RailTel will not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.

9.9 Applicants must advise RailTel immediately in writing of any material change to the information contained in the RFQ application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices. Shortlisted applicants must not advertise or publish the same in any form without the prior written consent of RailTel.

9.10 The empanelment agreement placed at Annexure-G will be signed with each qualified bidder within 1 month from the date of acceptance of LOE. The service level agreement having more details like Price discovery, Marketing Strategy, Revenue Share will be signed with the successful partner in the price discovery process of phase-2 of the POC.

9.11 In case, RailTel participates in any of the tenders for triple play services, in association with the empaneled partner upon agreement on the terms and conditions mentioned in the tenders, and wins such tenders, then the empaneled partner will have to comply to all the terms and conditions mentioned in such tenders. Conditions such as, but not limited to, submission of PBG, payment terms, penalties etc with respect to those tenders will be on back to back basis with the empaneled partner.

9.12 In case for a zone, the empaneled bidder shows unwillingness to participate in any tender along with RailTel, then RailTel may participate in such tenders along with second top scored bidder of the same zone. In case, if there is no other bidder in the said zone or if the second top scored bidder of said zone shows unwillingness, then RailTel may consider the empaneled bidders of other zone to participate in such tenders based on the network capability and willingness of such bidders.

- 9.13 In case, after participation in tenders and getting the work awarded, the selected bidder fails to comply the tender conditions, then RailTel may consider other empaneled bidders as per the hierarchy mentioned in above clause 9.12.
- 9.14 RailTel shall have the right to cancel the RFQ process itself at any time, without thereby incurring any liabilities to the affected applicants. Reasons for cancellation, as determined by RailTel in its sole discretion include but are not limited to, the following:
- a) Services contemplated are no longer required to RailTel.
 - b) Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
 - c) Any other reason which RailTel may deem fit.
- 9.15 Bidder shall comply to all the laws of land in providing the services after getting empaneled as Triple Play Service partner of RailTel as a result of this RFQ.

10 PLACEMENT OF EMPANELMENT:

- i. RailTel shall consider placement of offer for empanelment only on those eligible bidders whose offers have been found technically suitable.
 - ii. All submitted offers shall be evaluated and offers of those **bidders who meet the pre-eligibility criteria, achieved minimum score of 75% in technical evaluation shall be empaneled** by RailTel for Triple play services. Since this is an empanelment, RailTel reserves the right to empanel any or all the participants eligible.
 - iii. Bidders can apply for one or more zones and will be evaluated separately for each zone as per the criteria. The names of states constituting zones are provided at Annexure -J.
 - iv. Depending on the response and the alignment of response to RailTel's goals, RailTel may empanel any or all the eligible partners separately for the below mentioned zones:
 - (a) Zone 1 – Southern Region and Eastern Region
 - (b) Zone 2 – Northern Region and Western Region
- However, RailTel has the discretion to make further zones or reserves the right to appropriately demarcate its zones to meet business objectives.
- v. Bidders should meet the eligibility criteria separately for each zone and the eligibility will be considered cumulative of each eligibility criteria, if bidder is applying for more than one zone.
 - vi. In case, more than one bidder is empaneled for any zone, preference will be given to the top scorer among them. RailTel at its discretion may also decide to distribute the services within the zone based on the network capability of the empaneled bidder.

- vii.** Bidders need to give their preference for the zone on bidder's letter head, if bidder is applying for more than one zone.

11 NOTIFICATION OF EMPANELMENT:

- i.** The issue of empanelment order shall constitute the intention of RailTel to enter into Contract with one or more bidders for each zone. Empanelment order will be issued separately for each zone.
- ii.** Within a maximum of 7 days from the date of issue of the Letter of Empanelment (LOE), the Partner shall submit the acceptance of LOE.
- iii.** Empaneled partner needs to setup the required infrastructure for delivering the triple play services within 2 months from the date of acceptance of LOE.

12 SIGNING OF THE AGREEMENT:

- 12.1** Empaneled partners need to sign an empanelment agreement with RailTel within one month from the date of acceptance of LOE. The agreement with the empaneled partner will be signed separately for each zone. Agreement will be signed only after submission of Performance Bank Guarantee (PBG) by the empaneled partner for each zone. Empaneled partner needs to set up the required infrastructure for delivering the triple play services within 2 (two) months from the date of acceptance of LOE. The agreement will be valid for the duration of five (5) years from the date of signing of agreement and extendable by 2 (two) years mutually decided by RailTel and Empaneled partner.
- 12.2** After the execution of empanelment agreement, RailTel and the successful bidder will execute service level agreement on mutually agreed terms and conditions. The SLA clauses will be defined in service level agreement signed b/w RailTel and empaneled partners.
- 12.3** Upon the successful bidder furnishing PBG, RailTel shall return the EMD submitted by the firm. No interest will be payable on the submitted EMD amount.

13 OTHER GENERAL TERMS & CONDITIONS OF THE RFQ:

13.1 PATENT RIGHTS:

The Partner shall indemnify RailTel against all third-party claims/actions of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in-service delivery by the partner.

13.2 INDEMNITY:

The partner shall indemnify, defend and hold RailTel harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by RailTel which

arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of partner's obligation or agreement contained herein.

13.3 Performance Bank Guarantee (PBG)

- 13.3.1 The value of PBG of this RFQ is Rs 6 Lakh per zone. The successful bidder shall arrange for the BG in favor of M/s RailTel Corporation of India Ltd payable at New Delhi within the timelines stipulated and the EMD shall be returned by RailTel and the validity of PBG will be for 5 (Five) years and extendable by 2 (two) more years.
- 13.3.2 Failure of the successful bidder to comply with the requirement as per the RFQ terms and conditions shall constitute sufficient grounds for the annulment of the award and forfeiture of the PBG, in such event RailTel may make the award to the second top ranked bidder or call for new bids.
- 13.3.3 If the bidder is terminated as per the clauses 13.7 and 13.8, then bidder shall have to forfeit the Performance Bank Guarantee.
- 13.3.4 Empaneled partners need to submit separate PBG for each zone.

13.4 PAYMENT TERMS:

- 13.4.1 RailTel and the partner will evolve appropriate settlement terms. It is envisaged that the payments would be settled monthly. But, however, any other models more suitable for the business can be adopted jointly.
- 13.4.2 In case of participation in tenders by RailTel and partner jointly, the Payments due to the partner will be on back to back basis based on the terms and conditions stated in the tenders. In such cases, bidder will have to submit PBG on back to back basis or as per prevailing in RailTel.

13.5 PRICING TERMS:

- 13.5.1 In case of services provided to RailTel's broadband subscribers, the Go-to Market Strategy and pricing of services will be done jointly by RailTel and the empaneled partner. RailTel shall raise the invoice for all the services comprising of triple play and any other service that would be provided to its customer.
- 13.5.2 In case of participation in tenders by RailTel and partner jointly, the prices to be quoted in the tenders will be decided jointly by RailTel and partner.

13.6 FORCE MAJEURE:

- 13.6.1** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of RailTel as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.
- 13.6.2** Provided also that if the contract is terminated under this clause, RailTel shall be at liberty to take over from the partner at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the partner at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.

13.7 TERMINATION FOR DEFAULT:

Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority to terminate the concessions granted to the Bidder:

- 13.7.1** RailTel may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the partner, terminate this contract in whole or in part.
- 13.7.1.1** If the partner fails to deliver any or all of the goods/services within the time period(s) specified in the Contract/ service level agreement, or any extension thereof granted by RailTel.
- 13.7.1.2** If the partner fails to perform any obligation(s) under the Contract; and
- 13.7.1.3** If the partner, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as RailTel may authorize in writing) after receipt of the default notice from RailTel.
- 13.7.2** Upon occurrence of any of the defaults, RailTel would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of RailTel shall be final and binding on the Bidder.

13.7.3 The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by RailTel to meet conditions precedent.

13.8 TERMINATION FOR INSOLVENCY:

RailTel may at any time terminate the contract by giving written notice to the partner, without compensation to the partner, if the partner becomes unwilling, bankrupt or otherwise insolvent.

13.9 GOOD FAITH NEGOTIATION:

13.9.1 The parties shall endeavor, in the first instance to resolve any dispute, disagreement arising out of or in connection with this agreement through Good Faith and Negotiation.

13.9.2 For the purpose of conducting Good Faith Negotiations, each party shall within 15 days of the commencement of the agreement designate in writing to the other party a representative who shall be authorized to negotiate on its behalf with a view to resolve any dispute. Each such representative shall remain so authorized until his replacement has been designated in writing to the other party by the part he represents.

13.9.3 The dispute shall not be referred to Arbitration unless and until the provisions of this clause have been complied with.

13.9.4 The representative of the party which considers that a dispute has arisen shall give to the representative of the other party, a written notice setting out the material particulars of the Dispute in issue, in short, a Dispute Notice shall be served upon by the representative of the party which considers that a dispute has arisen to the representative of the other party.

13.9.5 Within 30 days or such longer period as may be mutually agreed to, of the Dispute Notice, having been delivered to the other party, the representatives of both parties shall meet in person at either of the registered office of the parties or at any designated place to attempt in good faith, and using their cost endeavors at all times to resolve the dispute. Once the dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the parties (the settlement).

13.9.6 If a settlement is not reached within thirty days after Negotiation on date, such dispute shall be referred to Arbitration.

13.10 ARBITRATION:

13.10.1 The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation

or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

13.10.2 In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

13.10.3 The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties. “

13.11 Disclaimer:

RailTel is not committed either contractually or in any other way to the applicants whose applications are accepted. The issue of this Request for Qualification does not commit or otherwise oblige the RailTel to proceed with any part or steps of the process. Subject to the applicable legal provisions, RailTel and its directors /officers /employees /contractors /agents and advisors disclaim all liabilities (including liability by reason of negligence) from any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this document or suffered by any person acting or refraining from acting because of any information contained in this Request for Qualification document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of RailTel or any of its officers, employees, contractors, agents or advisors

Annexure -A**ELIGIBILITY CONDITIONS FOR BIDDERS**

The interested applicant who intend to participate in the RFQ must fulfill following criterion mentioned below:

1. Pre-Qualification Criteria:

Criteria	Qualification Criteria	Mandatory documentary evidence to be Submitted
Registered Legal Entity	The bidder must be a Company registered and incorporated in India under the Companies Act 1956/2013. The Bidder should be operating in India for the last five years as on date of submission.	Certificate of Incorporation Memorandum & Articles of Association.
Financial Criteria	The bidder should have minimum cumulative turnover of Rs 15.75 cr per zone in last 3 financial years ending 31.03.2020 (including current FY). For startups, the minimum cumulative turnover criteria is relaxed to Rs.7.88 cr per zone in last 3 financial years ending 31.03.2020 (including current FY) For example, in case bidder is applying for 2 zones, then bidder should have minimum cumulative turnover of 2 x Rs 15.75 cr in last 3 financial years ending 31.03.2020 and so on accordingly	Audited Balance Sheet of the bidder for 2017-18, 2018-19, and 2019-2020.
Financial Stability	The Bidder should have positive net-worth in the each of the last three (3) financial years ending as on 31/03/2020.	Audited Profit & Loss Statements for 2017-18, 2018-19, and 2019-2020.
Power of Attorney	Power of attorney in favor of person authorized to sign the Bid Document.	Copies of all such relevant documents to be attached. (to be submitted offline before the due date and time of submission)
Blacklisting	The Bidder should not have defaulted / blacklisted / debarred regarding bad in any State Govt., Central Govt. and PSUs of India at the time of bidding.	Self-declaration regarding the same on the Bidder's Letter Head.
PAN /GST	The Bidder should submit valid documentary proof of tax registration	Self-Certified Copy of PAN and GST

Investment	The Bidder must be ready to invest for complete project for their scope of work.	Undertaking from the Authorized Personnel on its letterhead
Experience	<p>Bidder should possess an experience of having Supplied CPE with IPTV services for at least single work order of Rs 7.35 Crore during last 3 financial years ending 31.03.2020 (including current FY) for each zone</p> <p>For startups, bidder should possess an experience of having Supplied CPE with IPTV services for at least single work order of Rs 3.68 Crore during last 3 financial years ending 31.03.2020 (including current FY) for each zone</p> <p>In case, bidder is bidding for more than one zone, the work order experience will be required as follow:</p> <p>One zone bid – As given above Two zones bid – 2 x as given above</p>	Copy of Work orders/PO and completion certificate
Compliance	Bidder should comply all terms and conditions and requirements of RFQ	Bidder should submit signed and stamped copy of RFQ as compliance to RFQ terms & conditions.

- a. The Bidder shall submit necessary documentary proof showing that they meet the eligibility criteria along with their RFQ bid. All documents submitted will also be digitally signed by the person authorized by the business entity.
- b. Non-fulfillment of the above said criteria shall result in rejection of bids. Any rejected offer shall not be eligible for empanelment as Triple play service provider for RailTel.

Annexure -B
EVALUATION PROCESS

- Eligible bids who fulfill all the pre-qualification criteria of the RFQ shall be further evaluated on technical criteria on a score of 100.

No	Criteria	Value	Score
1.	Bidder should possess experience of working on triple play – Certificate from partner, showing the number of homes served, to whom the solution has been deployed to be submitted	50,000-1,00,000 homes	10
		Above 1,00,000-3,00,000 homes	20
		Above 3,00,000 homes	30
2.	Maturity of technology solution proposed – Relevant purchase orders/agreement to be submitted	1-2 years of paid service	5
		2-4 years of paid service	10
		More than 4 years of paid service	15
3.	Make in India (this will be as per Make in India Guide lines of Government of India)	Undertaking on bidder's letterhead for both solution and hardware	10
4.	Solution deployed with business partners – Certificate/agreement from partner/s to be submitted	3	5
		4-7	10
		8 and above	15
5.	Cumulative turnover of the bidder for the last 3 financial years (Audited Balance Sheet is to be submitted)	Non start-up	Start-up
		15.75 cr to 30 cr	7.88 cr to 18 cr
		Above 30 cr to 60 cr	Above 18 cr to 36 Cr
		Above 60 cr	Above 36 cr
6.	System Study Methodology and business model proposed by the bidder	Presentation to be made to RailTel	15

To qualify for evaluation, bidder must prequalify as per above pre-qualification criteria and then technical evaluation will be done for only those bidders who pre-qualify successfully. A score equal to or more than 75% in technical evaluation will be considered for empanelment.

The bidder shall bear all costs associated with the preparation and submission of its response to this RFQ, including cost of Demo/Presentation for the purpose of clarification of the offer, if so desired by RailTel. RailTel will in no case be responsible for these costs, regardless of the conduct or outcome of the RFQ process.

At any time prior to the last date for receipt of offer, RailTel may for any reason, whether at its own initiatives or in response to a clarification requested by a prospective bidder, modify the RFQ document and all formats including annexure by issuing clarification(s) and or amendment(s). In order to provide prospective bidders reasonable time to take the amendment into account in preparing their offers, RailTel may, at its sole discretion, extend the last date for receipt of offers and/or make other changes in the requirements set out in the invitation for RFQ.

While this RFQ has been prepared in good faith, neither RailTel nor its employee make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability or completeness of this RFQ, even if any loss or damage is caused by any act or omission on their part. The bidder will have to sign integrity pact.

1. EXIT CLAUSE:

1.1. After phase 1 of the POC, the Triple Play Service provider may exit from this empanelment or prematurely revoke this agreement by giving Six (06) months written notice to RailTel after one-year lock in period. Similarly, RailTel can also exit prematurely from this agreement after giving Six (06) months written notice to partner after one-year lock in period. This shall be done without any claim of liability on each other.

1.2. Exit Option exercised by Triple Play Service provider:

1.2.1. In case any service is already operational and RailTel wants to acquire the assets and want to continue with the service then in such case RailTel may acquire the asset created by the Triple Play Service provider for delivery of service, on mutually agreed market value or depreciated value whichever is lower, and RailTel will have the first right of acceptance/refusal.

1.2.2. The depreciated value of equipment – the net value of the equipment as determined by charging depreciation at rates specified in Companies Act of India, 2013 as amended from time to time under the Written Down Value method.

1.3. Exit Option Exercised by RailTel:

In case where RailTel has exercised the exit option, the assets created by the Triple Play Service provider will be of the Triple Play Service provider and they will be free to use it any fashion as deemed fit. However, the services of existing customers will be decided based on agreement terms and conditions.

1.4. After exit from the agreement as a result of being empaneled under this RFQ:

1.4.1. Neither party shall represent the other party in any of its dealings.

1.4.2. Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.

1.4.3. The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement.

BIDDER INFORMATION SHEET**PART A: EMPANELMENT OF TRIPLE PLAY SERVICE PROVIDER**

SN	PART A	GENERAL INFORMATION
1	Name of the company/ Agency/ Consortium	
2	Type of Incorporation (Limited Company /Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity)	
3	Year Incorporated	
4	Address for communication	
5	Name of Contact Person	
6	Designation	
7	Phone No.	
8	FAX NO.	
9	Mobile No.	
10	Email address	

PART B: APPLICATION DETAILS

SN	Required Information	Filled in Details	Documents to be attached in Annexure
1	Name and address of the Person Signing the document.		a) Power of Attorney attested by Notary or by self.
2	Whether the company is Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity.		a) Certificate of Incorporation b) Memorandum and Article of Associations c) Proof of Listing d) Partnership deed in case of partnership / LLP
3	Name of the Directors with DIN Numbers		f) Latest Annual report
4	Area of Business: Triple Play/ IT /Networking company/ Telecommunication company etc.		
5	RFQ cover letter- Bid Form		As per ANNEXURE-F
6	Annual Turnover for last three Years	2017-18: Rs 2018-19: Rs 2019-20: Rs	Balance sheet, Profit & Loss Account & ITR for the financial Years. (a) 2017-18 (b) 2018-19 (c) 2019-20 It should be certified by the auditors in letter head of the CA firm as per Annexure-E
7	GST Registration No.		Copy of GST registration
8	Income TAX PAN No./TAN No.		Copy of PAN/TAN
9	Bidder Bank details: Bank Name: Bank Account: IFSC Code:		
10	NIL Deviation Declaration		Self-declaration.

Signature:

Name:

Designation:

CA CERTIFICATE ON LETTER HEAD OF CA FIRM**TO WHOMSOEVER IT MAY CONCERN**

This is to state that upon perusal of books of accounts of M/s, it is stated that their turnover is as under:

	FY 2017-18	FY 2018-19	FY 2019-20
Turnover In Crores			

That the average turnover in the last three financial years shows an average turnover ofcrore.

Signature of Auditor Firm with Seal

Note: Please also submit signed copy of the Audited Profit & Loss Account, Balance Sheet and Income Tax Returns (ITR) as downloaded from Income Tax website.

RFQ COVER LETTER – BID FORM

Ref:

Date:

(On Company Letter Head)

To,

Executive Director/EB

RailTel Corporation of India Limited,

143, Institutional Area, Sector-44

Gurgaon - 122003

Ref: RFQ NO. RailTel/RFQ/CO/RailWire/2020-21/Triple Play Service Partner/551

Dear Sir,

1. I/We, the undersigned, having carefully examined the referred RFQ offer to participate in the same, in full conformity with the said RFQ along with subsequent related corrigenda issued and all the terms and conditions thereof.
2. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the RFQ and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Triple Play Service provider for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

4. I/We have enclosed online payment receipt towards RFQ cost for Rs 11,800/- (Rupees Eleven Thousand Eight Hundred Only) that has been enclosed with this letter.
5. I/We have also enclosed online payment receipt towards EMD of Rs 2,00,000 (Rupees Two Lakh Only) and been enclosed with this letter.
6. We undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
8. That Sh working in the capacity of on behalf of our Company is hereby authorized to sign all RFQ documents.

Signature.

Name

Designation

**FORMAT OF EMPANELMENT AGREEMENT BETWEEN RailTel AND TRIPLE
PLAY SERVICE PROVIDER**

AGREEMENT

This agreement is made at Delhi on the /...../2020 for implementation of services as per **REQUEST FOR QUALIFICATION ENQUIRY No. RailTel/RFQ/CO/RailWire/2020-21/Triple Play Service Partner/551 dated 14-10-2020 – Request for Qualification for empanelment of Triple Play Service partner for supply, install, test and commission CPE/IPTV STB along with related hardware and software between**

RailTel Corporation of India Ltd, (CIN : ____) having its registered office at 6th Floor, Block – III, Delhi Technology Park, Shastri Park, Delhi – 110053 and corporate office at Plot no. 143, Institutional Area, Sektore-44 Gurgaon-122003 (hereinafter referred to as RailTel , which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **FIRST PARTY'**.

AND

M/s(CIN:.....as applicable) having office at(herein after called as ".....", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **SECOND PARTY**.

RailTel and being referred to individually as "PARTY", and jointly as "PARTIES".

WHEREAS

1. In response to the REQUEST FOR QUALIFICATION ENQUIRY NO. RailTel/RFQ/CO/RailWire/2020-21/Triple Play Service Partner/551 dated 14-10-2020 - Request for Qualification for empanelment of Triple Play Service partner for supply, install, test and commission CPE/IPTV STB along with related hardware and software and RailTel informed the SECOND PARTY through Letter of Empanelment vide letter no:..... Dated

2. That the SECOND PARTY has consented to implement the same vide acceptance letter No dated

3. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions of the RFQ_____ dtd _____ by way of this agreement.

4. Pursuant to clause 12 of RFQ No. RailTel/RFQ/CO/RailWire/2020-21/Triple Play Service Partner/551 **dated** 14-10-2020, an agreement was required to be entered between RailTel and _____ for successful working of the system.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, "RailTel" AND "....." INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS.

SALIENT FEATURES:

1. That the SECOND PARTY shall work with the FIRST PARTY and source / execute services as per the RFQ annexed with this agreement.
2. That both the PARTIES shall abide by the terms and conditions as per the RFQ _____ dated _____ annexed with this agreement, which shall form an integral part of the agreement.
3. That once any service becomes operational, then a separate service agreement shall be executed between the PARTIES which shall be the governing guidelines for deliverables related to that specific service.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES PLACED THEIR RESPECTIVE HANDS AND SEALS HERETO ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED:

**For and on behalf of
PARTY**

RailTel Corporation of India Ltd

**For and on behalf of FIRST
SECOND PARTY**

.....

(Signature with Seal)

(Signature with Seal)

Witness:

1.

2.

Annexure -H

Format for Power of Attorney to Authorize Signatory

(on non-judicial stamp paper duly notarized)

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./ 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 EOI for the Project _____ (name of the Project), including signing and submission of the EOI 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.

(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.*
- 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.*

Proforma for Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE BOND

(On Stamp paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Ltd: Plate- A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

1. (Here in after called 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 security deposit 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 detail 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.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

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.

We, 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 effect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

We, the Bank further agree that this guarantee shall be invokable at our place of business at...../New Delhi (Indicate detailed address of local New Delhi Branch with code no.). The branch at New Delhi is being advised accordingly.

(indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2020
for
(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

Annexure – J

- 1. Northern Region** - Delhi, Delhi (NCR), Punjab, Haryana, Uttar Pradesh, Uttarakhand, J&K, Rajasthan, Himachal Pradesh
- 2. Southern Region** – Andhra Pradesh, Telangana, Tamilnadu, Kerala, Karnataka
- 3. Western Region** – Maharastra, Madhya Pradesh, Gujarat, Goa,
- 4. Eastern Region** – Odisha, Chhattisgarh, Jharkhand, Bihar, West Bengal, Meghalaya, Mizoram, Arunachal Pradesh, Assam, Tripura, Nagaland, Manipur

Railtel e-Nivida Special Instruction to Bidders

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://railtel.enivida.com>. These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**".

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

<https://railtel.enivida.com>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal with clicking on the link "**Online Bidder Enrolment**" on the e-tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
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. Or bidders can contact our help desk for getting the DSC.
5. Only 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, bidders need to send their acknowledgement copy on our help desk mail id **eprocurement@railtelindia.com** for activation of your account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee Rs.885 /- Including GST (NOT REFUNDABLE) by net-banking / Debit /Credit card then you 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.

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 Colour 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, GST, 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.

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 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 “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, 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. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. 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.

9. 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.

For any clarification in using eNivida Portal:

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 Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering

1. Helpdesk landline No: 011-49606060
2. Mr. Amrendra (9355030628)
3. Mr. Birendra Kumar (9205898228)

Online Pre-Bid Meeting Details

Annexure - L

Pre-Bid meeting of RFQ for empanelment of Triple Play Service provider

Friday, Oct 23, 2020 3:30 pm | 2 hours | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 170 584 4820

Password: X3YcWTpJ4c3

Join by Weblink

<https://railtelindia.webex.com/railtelindia/j.php?MTID=m51f4b99c9f74a81b58eb43877f6f9f0a>

Join by video system

Dial 1705844820@railtelindia.webex.com

You can also dial 210.4.202.4 and enter your meeting number.

Join by phone

+91-11-6480-0114 India Toll (Delhi)

+91-40-6480-0114 India Toll (Hyderabad)

Access code: 170 584 4820

Need help? Go to <http://help.webex.com>

END of RFQ Document