

EOI for Selection of Broadband & Digital VAS Services Delivery Partner (SDP)

by

RailTel Gujarat

“Empanelment of Service Delivery Partner for RailWire”



रेलटेल
RAILTEL

EOI Document

EOI Notice No. RailTel/EOI/2023-24/RailWire/Broadband and VAS SDP

**RailTel Corporation of India Limited (A Government of India Enterprise)
A Government of India Enterprise)
15th Floor, GIFT Tower 1
GIFT City, Gandhinagar-382355**

Gujarat

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EOI Notice No. RailTel/EOI/2023-24/RailWire/Broadband & Digital VAS SDP Dated: 25.02.2024

RailTel Corporation of India Ltd. (RailTel) invites online bids on <https://railtel.in> from Empaneled Business Associates/Empaneled Triple Play (Internet+IPTV+OTT) Partners/Empaneled MSPs to empanel Broadband & Digital VAS Service Delivery Partner (SDP) for RailWire Service (a retail Broadband Service of RailTel). The details of the EOI is as follows:

a)	Date of issue of EOI document	25.02.2024
b)	End of issue of EOI document	01.03.2024 (14:59 hrs)
c)	Due date of submission of bids	01.03.2024 (15:00 hrs)
d)	Opening of bids	01.03.2024 (15:30 hrs)
e)	EOI fee (inclusive taxes)	₹ 5900
f)	EMD	₹ 5,00,000

The EOI document can be downloaded from the RailTel website (<https://railtel.in>) w.e.f. 25.02.2024

1. Objective of the EOI

RailTel through this EOI will empanel Service Delivery Partner (SDP) for the 22 districts of BharatNet, Phase – 2 using GFGNL's network as mid-mile in Gujarat for managing RailWire Services (a retail Broadband Service of RailTel) and delivering Broadband & Digital value added services such as Internet + IPTV + OTT along with Government to Citizen's benefit services.

The intent of the EOI is to invite Empaneled Business Associates/Empaneled Triple Play (Internet+IPTV+OTT) Partners/Empaneled MSPs who meet the qualification criteria as defined in pre-qualifications and eligibility criteria, for empanelment of the Broadband & Digital VAS SDP for RailWire Services.

Duration of Agreement with empaneled SDPs will be 2 (two years) effective from the date of LOI (Letter of Intent issued by RailTel) and can be extended further by 3 years and/or as per GFGNL Contractual Term and conditions whichever is greater.

2. Introduction of the Project

RailTel is empaneled as a Business Partner with Gujarat Fiber Grid Network Limited (GFGNL) for providing internet services using GFGNL infrastructure. GFGNL with an aim to strengthen internet penetration, has directed RailTel to offer VAS (value-added-services) in the form of Broadband & Digital services (Internet + IPTV + OTT + G2C Services) to create a package that would enable the conversion of cable / DTH Home into FTTH Broadband & Digital home along with VAS services.

The Gujarat Government has established the Gujarat Fibre Grid Network Limited (GFGNL) as a Special Purpose Vehicle (SPV) to execute Phase-II of the BharatNet Project in Gujarat. GFGNL possesses significant optical fiber resources and aims to provide services such as broadband and value-added services (VAS) such as Wi-Fi + OTT + IPTV etc. to rural households and rural institutions, thereby enhancing broadband penetration in rural areas. The Government of India has initiated the BharatNet Udyami Scheme to facilitate the deployment of fiber-optic infrastructure for providing broadband connectivity to rural regions across the nation. GFGNL, being at the forefront of implementing broadband initiatives in Gujarat, acknowledges the potential of leveraging the BharatNet Udyami Scheme to accelerate last-mile connectivity through Fiber to Family and Fibre to Field Offices. GFGNL aims to collaborate with selected FTTx business partners to deploy and maintain FTTx connectivity in rural areas, thereby ensuring the delivery of value-added services to rural households and institutions;

RailTel as a partner to GFGNL selected through an open tender process, desires to extend broadband and application services to the masses through the RailWire platform and requires SDP to manage and provide RailWire Broadband & Digital services in the 22 districts of BharatNet, Phase – 2 using GFGNL's network as mid-mile in Gujarat.

RailWire focuses on pure play broadband and VPN services. RailWire offers content & application driven network, flexibility and affordable pricing, all in one. RailWire aims to become a hub of local information and a tool for rendering communication, infotainment, education, health and community services to the masses.

RailTel aims to provide Broadband, whereas, the Value-added services including but not limited to entertainment, television, OTT, digitally enabled education, healthcare, agri-tech etc. is expected to be provided by SDP. The terms of RailTel with GFGNL will be applicable to selected Broadband & Digital VAS SDP on back-to-back basis.

Fiber to home is the future of communication technology for the next generation. The growth has been expected in the FTTX networks delivering multiple 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 partner to deliver the VAS and digital services on GFGNL network and provide the following value-added-services
 - IPTV
 - OTT
 - Value added Services (VAS) like Digital Services i.e. e-Education, e-Health, agri-tech etc.

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

- CPE (customer premises equipment)
- IPTV Software Platform
- OTT Software Platform
- Platform & Technology inclusive of BSS (Business Support System), X-Coder (Transcoding System), DRM (Digital Rights Management), CMS (Content Management System) as a minimum.
- Other VAS Digital services like e-Education, e-Health etc.
- Super App encompassing all the services via single login

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

Any new stream of revenue not covered in this EoI can be introduced after agreeing to terms and conditions jointly between RailTel and SDP.

3. Selection process

The bidders will be qualified and evaluation in four stages Prequalification, Technical Evaluation, POC

and Commercial Evaluation.

Stage 1-Prequalification: Bidders eligibility will be checked with documentary proofs provided and qualified if proofs provided meet the necessary criteria.

Stage 2-Technical Evaluation: Bidders who qualify the prequalification will be technically evaluated and need to score minimum of 75 % marks to qualify the technical evaluation, i.e. Stage 2.

Stage 3-POC: All qualified bidders from Stage 1 & 2 to do a POC as per the scope given below.

Stage 4- Commercial Evaluation: The best offer will be selected as SDP. It may involve final price negotiations with all the successful POC bidders based on the commercial bids.

4. Pre-qualification Criteria for Bidders

1. The Bidder Company should be an Indian registered company, incorporated under the Indian Companies Act.
2. The Bidder Company should have cumulative total turnover of Rs 90 Crores during last three financial years with positive networth. Bidders must submit audited balance sheet of the company for the last 3 financial years – 2021, 2022 & 2023 March.
3. Must have delivered value added services such as IPTV, OTT, G2C services for at least 1.75 lakh subscribers on a Multicast Technology.
4. Experience in marketing Broadband plans for a Telecom service provider or Internet service provider.
5. Ready to deploy Platform & Technology inclusive of Billing, SMS (Subscriber Management System), IPTV DRM (Digital Rights Management) and VAS (value added services).
6. Experience in handling customer care call center for Telecom or ISP.

Documents to be submitted for Prequalification Criteria

S. No.	Criteria	Documents Required to be submitted
1	The Bidder Company should be an Indian registered company, incorporated under the Indian Companies Act.	Certification of Incorporation
2	The Bidder Company should have cumulative total turnover of Rs 90 Crores with positive networth during last three financial years. Bidders must submit audited balance sheet of the company for the last 3 financial years – 2021, 2022 & 2023 March.	Audited Financial Statements of last 3 financial years 20-21, 21-22 and 22-23.
3	Must have delivered value added services such as IPTV, OTT, G2C services for at least 1.75 lakh subscribers on a Multicast	Work Completion or Reference letters from Customers.

	Technology.	
4	Bidder should have experience in marketing of Broadband Services for a telecom or ISP.	Agreements with ISP or Telecom
5	Ready to deploy Platform & Technology inclusive of Billing, SMS (Subscriber Management System), IPTV DRM (Digital Rights Management) and VAS (value added services).	Work order or agreements of Proven deployments of the IPTV, software solution for streaming of IPTV services.
6	Experience in handling customer care call center for Telecom or ISP.	Documentary Proof of Managing Customer Care.

The Bidders shall submit necessary documentary proof showing that they meet the pre-qualification criteria along with their bid. All documents submitted shall also be signed by the Authorized signatory of the Bidder.

5. Technical Evaluation

A. The technical evaluation will be done on all the five parameters with weightage as defined below:

1	Cumulative Turnover of last three financial years to be a minimum of 90 Cr with positive network.	90 cr – 100cr	5
		100 – 110 cr	10
		110 and above	15
2	Years of Experience in Delivery VAS Services Domain on FTTH like IPTV, OTT, G2C.	Upto 3 years of deployment	10
		3 to 5 years of deployment	15
		More than 5 years of deployment	20
3.	Experience in delivering value added services such as IPTV + OTT + G2C services for minimum 175,000 subscribers.	175,000 subscribers to 300,000	5
		3 lacs to 4.5 lacs	10
		4.5 lacs to 6 lacs	15
		Above 6 lacs	25
4.	Additional Experience: Documented access to a number of potential customers through agreements with last mile operators / network providers as on 20.01.2024 (partner experience is allowed).	Up to 50 LCOs	5
		50 – 150 LCOs	10
		Above 150 LCOs	15

5	Associated Employee base Number of Employees (Partner credentials allowed)	Upto 10	5
		More than 10 and Upto 25	8
		More than 25 and Upto 40	12
		More than 40	20

Bidder is permitted to form a partnership with at most one entity to meet the prequalification, technical evaluation criteria. In such cases total credentials from all the partners will be added and considered.

Bidders may be required to make a presentation of their business plans to RailTel's evaluation committee. The business plan is to clearly elaborate on the investments being made by the SDP on the last-mile infrastructure, marketing, sales and business development. Further, the break-even for the investment based on the number of subscriber(s) and/or other parameters is to be addressed.

Minimum qualifying marks in the evaluation will be 75 %. Bidders scoring 75% or above shall only be considered technically suitable.

POC: Bidder needs to run a POC (proof of concept) of Broadband & Digital VAS Services delivery and demonstrate to the concerned team in RailWire Gujarat. Seven (07)* working days will be allowed for the completion of the POC from the date and time RailWire requests.

POC Scope:

- Demonstrate IPTV
- Demonstration of OTT apps
- Demonstration of digital Services such as Education, Survey, Telemedicine, Advertisements.

RailTel's Deliverables for the POC:

- Necessary Space and Power Supply Required for the POC.
- Carrying bidder's HeadEnd over its network from source location to the nearest POP location to the GFGNL's network in Gujarat. Expenses in carrying Source location to RailTel PoP will be borne by the bidder.

*The seven (07) days POC duration will commence upon fulfilling RailTel's deliverables.

B. The commercial evaluation will be done broadly in 3 parameters as defined below:

S. No.	Criteria	Revenue Share to RailTel
1	Revenue share offered to RailTel on broadband services after deducting AGR	F1
2	Revenue share offered to RailTel on Value-added-services being delivered by SDP on gross revenue or AGR	F2

	(if applicable)	
3	Revenue share offered to RailTel on G2C and Digital Services being offered by SDP on Gross Margin	F3

Note:

- GFGNL Revenue share of 15% will be taken care by RailTel
- ANP revenue share will be taken care by SDP
- F1 revenue share is on AGR and F2 is on gross revenue billing by SDP
- F1, F2 and F3 include ANP/IPTV / OTT/G2C and Digital services etc. revenue share and any other partner's share required to deliver the services.
- IPTV pricing should not be more than what is regulated by Ministry of Information & Broadcasting, Govt. of Bharat.
- OTT pricing is as per the market price and agreed to by RailTel. Documentary proof of OTT pricing has to be submitted by SDP.
- All the investments for G2C and other Digital Services to be taken care by SDP and revenue share is on the SDP Gross Margin, defined as Gross Revenue minus all direct cost including depreciation. This has to be an audited figure.

6. VGF & BNU Scheme

1. The Department of Telecommunications (DoT) has sanctioned the BharatNet Udyami (BNU) scheme, offering an incentive of INR 4,720 (inclusive of taxes) per connection. This includes an upfront incentive of INR 2,500 upon connection activation, a retention incentive of INR 150 per quarter for the following two years (totaling INR 1,200), along with a one-time incentive of INR 300.
2. This one-time incentive of Rs. 300 (plus GST) per connection shall be payable for all the connections (with zero outstanding i.e. last issued bill is paid on last day of the month), in case the Business Partner achieves the target of minimum 50 connection per OLT as illustrated below

Minimum 50 connections/OLT at the last day of the month in which 120th day, from date of integration of OLT, is falling. If an OLT is integrated on 12th April, the 120 days will be completed (18+31+30+31+20) on 20th August. So, the SDP needs to provide minimum 50 connections by 31st August for getting additional incentive of Rs. 300 (plus GST) per connection, for all connections provided in this period. For special incentive, only zero outstanding numbers (i.e. last issued bill is paid on last day of the month) will be counted. The Special incentive will be payable in invoice published for Sept month i.e. payable in Oct month.

3. The total incentive amount shall not exceed INR 4,000 along with GST of INR 720 as provisioned under BNU Scheme, as amended from time to time by DoT.
4. Aligned with the DoT-approved BNU scheme, Gujarat Fibre Grid Network Limited (GFGNL) will provide a Financial Incentive of INR 4,000 (plus GST) per connection to Business Partners. GFGNL will disburse the BNU funds (Financial Incentive) in lots of 500 VAS connections to RailTel and to the SDP based on specified milestones, as detailed in the table below (Without GST):

#	Milestone	Condition	Payment (Rs)
1	M1	Per connection on activation	2500
2	M2	Quarterly Retention Incentive at end of every quarter per connection for zero outstanding for 1 st year	150*4=600
3	M3	Quarterly Retention Incentive at end of every quarter per connection for zero outstanding for 2 st year	150*4=600
4	M4	An additional one-time incentive of Rs 300 (plus GST) per connection shall be payable for all connections (with zero outstanding i.e. last issued bill is paid on the last day of the month) in case the Business Partner achieves the target of minimum 50 connections per OLT.	300
		Total	4000(without GST)

5. The SDP is strictly prohibited from charging any one-time charges (OTC) from the end customer claiming under BNU benefits.

7. Service Level Agreement to be Eligible for VGF

With an objective to ensure uninterrupted services to customers and to attain customer delight, consistency in the up-time is non-negotiable. The SDP must have to maintain 98.5% of up-time of last mile FTTx (from point of interface of RailTel to customer end) including CPEs and VAS services. Below are the SLA criteria and penalty clauses:

1. Up-time related (Upon submission of digital reports by SDP and digital reconciliation mechanism at Network Operation Centre).

Sl.	Availability of Services	Penalty deduction on retention BNU amount to be paid to SDP per connection per quarter
1	More than equal to 98.5 %	NIL
2	More than 97 % & less than 98.5 %	20 %
3	More than 95 % & less than 97 %	30 %
4	More than 90% & less than 95 %	40 %
5	Less than 90%	No claim under BNU *

*The two consecutive quarterly default will be considered material breach and will be sufficient ground to issue final notice for improvement or terminal action in the larger interest of rural masses and institutions.

2. Delay in timely attending customer grievances and resolution: The customer first is to be adhered in letter and spirit. At any given moment, in case customer grievances exceed by 20% of the total on-boarded customers in particular GP/region then entire quarter BNU of corresponding GP/region shall not be paid

If GFGNL decides to impose a penalty which is attributable to SDP, the same shall be recovered from SDP.

SDP's SLA is only to the extent of Last-mile FTTH + CPE + VAS, network availability (mid-mile) is the responsibility of GFGNL and broadband back-bone is the responsibility of RailTel.

8. Key Roles and Responsibilities of SDP

1. The Tariff Plans and revenue share structure will be decided mutually before commercially launching the services.
2. SDP will launch Broadband & Digital VAS services exclusively with RailTel in Bharat-Net Phase-2 GFGNL network within the currency of the RailTel's contract with GFGNL and vice-versa.
3. The Technical and Network deliverables of GFGNL and/or RailTel and/or SDP will be mutually agreed upon, as and when, deemed necessary, will be mutually accepted and agreed in writing.
4. SDP will supply, maintain, operate its Edge Servers and Equipment at location(s) to be provided by RailTel / GFGNL to deliver high quality Broadband & Digital VAS services.

5. SDP will invest and exclusively supply all standardised last mile equipment(s) viz. OLTs and Combo Box [Dual Band ONU + WiFi Router + VAS Box] + 2F/4F Fibre/Splitters along with accessories to ANP(s) and to this effect may enter into separate agreement(s) with ANP(s) for laying the last mile fibre, installing, maintaining and operating the hardware provided by SDP.
6. SDP shall train and educate ANPs regarding the Broadband & Digital VAS services for further facilitation to the customers.
7. SDP will also extend their support to ANPs for Marketing & Promotion of Broadband & Digital VAS Services to meet the agreed objectives of business.
8. The FTTH target for number of subscribers as per contract between GFGNL and RailTel is currently 100,000 (one lakh only) for first year, as and when the number of subscribers to be connected is increased by GFGNL, the same shall be applicable to SDP. GFGNL has conveyed their desire to scale up the customer base to one million and the VGF shall be applicable for the scaled-up numbers.
9. The Contract Terms of GFGNL with RailTel to the extent applicable to SDP shall be on a back-to-back basis.
10. SDP shall be responsible for supply, delivery, warranty and replacement of CPEs (customer premises equipment) and Last-mile hardware.
11. SDP will be responsible for all statutory requirements and payments pertaining to broadcaster content delivery and its digital rights management without any cost & responsibility of RailTel/RailWire.
12. RailTel and SDP will work together with GFGNL to ensure quality of service(s) delivery on both unicast and multicast formats.
13. SDP depending on the specific technical and commercial requirements of State Government Ministry(s) and/or Department(s) and/or Agency(s) will submit a techno-commercial proposal directly to the respective authority and is free to enter into a separate techno-commercial arrangement to fulfil that particular contractual obligation, not related to services provided over broadband.
14. SDP to install caching servers in Gujarat for better user experience. RailTel to provide space, power and backup.
15. SDP will bundle the Internet plans of RailTel along with its VAS services and market, sell directly or thru ANPs.
16. SDP will bill each customer for its services and pass on the revenue share on T + 1 basis to all stakeholders as per the plans approved by GFGNL and RailTel.
17. SDP will impress upon GFGNL to be the nodal agency for RailTel interfacing with various State Government Ministry(s), Department(s) and Agency(s) to enable services delivery of G2C Services.
18. For VGF eligibility SDP shall not charge any money from the end consumer except Rs 100 towards CAF data input.

9. Key Roles and Responsibilities of RailTel

1. Initially RailTel will provide protected 2.5 G P2P link between Gujarat & SDP HeadEnd. SDP will find its own alternative within one year from the date of commencement of services.
2. RailTel and SDP will work together with GFGNL to ensure quality of service(s) delivery on both unicast and multicast formats.
3. RailTel will provide dashboard to SDP to verify the subscriber base, related accounting and revenue share.
4. RailTel shall bill each customer for its Internet services and disburse the revenue share to all stakeholders like SDP and ANPs on T+1 basis through BSS as per pre-defined revenue share on each packs.
5. RailTel is responsible for uninterrupted internet broadband service(s) required to deliver service(s) on both unicast and multicast formats.
6. RailTel will give the required space, backup power and required connectivity to the edge servers and/or other requisite hardware required to deliver services on both unicast and multicast format.
7. RailTel will backward integrate with GFGNL IT/Network systems where ever required.
8. RailTel will provide it's SLAs up to GP level. GP to homes is SDP's responsibility.

10. Proposed Responsibilities and Obligations of SDP

Proposed responsibilities of SDP are as under:

10.1 Managing ANP/ Facilitators

SDP will coordinate with the ANPs (LCOs/MSOs/Service Providers) be responsible for the following:

- a. Evangelize RailWire, identify & enroll the ANP/Facilitators to sign-up for Broadband & DigitalVAS Services for rolling out RailWire Broadband & Digital VAS Services and also signing of agreement(s) with ANPs.
- b. Support and train ANP/Facilitators in promoting and marketing RailWire Broadband & Digital VAS services to Homes, apartments, associations or builders and SMEs (Small & Medium Business Enterprises).
- c. Educate ANP/Facilitators on the design rules of RailWire network that must be followed while rolling out their Aggregation, Edge Network and in-building network for RailWire. For this purpose, SDP should employ adequate staff, trained in networking skills on its rolls at all times.
- d. Educate ANP/Facilitators for the collection of signed CAF with supporting documents by each of RailWire Subscribers as needed for KYC Data as per DOT Guidelines and forwarding them to SDP for activation. SDP shall verify CAF documents, ensure activation &

continuation of RailWire Subscribers as per guidelines of RailTel.

- e. Ensure the submission of all Documents to RailTel nominated SPOC for safe keeping in first week of every month.
- f. Jointly work with RailTel in drawing a City/Town, District and Circle wise plan and if needed, phasing the launch of RailWire Services based on the feasibility of network.
- g. As part of the marketing and evangelization efforts, RailTel may facilitate access network equipment/CPE/Ethernet-over-coaxial cable modems/EPON/GPON/Radio Equipment at competitive rates to Access Network Providers (ANP)/Facilitators. SDP may coordinate the requirements from ANP/Facilitators and also set up a Demo Lab/Training Lab for the access equipment, network and associated services which can be used for training the technical team of ANPs periodically.
- h. SDP may also coordinate for approval of RailWire Core Working Group (RCWG) for technical suitability of any new technology/equipment being deployed in access bandwidth by ANP/LCO/ Facilitator.
- i. Shall coordinate with RailTel in obtaining feasibility for connecting the ANP/ Facilitators and convey the timelines to ANP/Facilitators for providing end to end connectivity.
- j. Ensure that the subscriber details are populated in the appropriate fields and also that are correct and genuine.
- k. SDP will ensure that it has adequate trained /expert technical resources in place to support ANP/Facilitators to roll out of RailWire services. The technical resource base must also be able to support resolution of customer problems / putting right a connection including isolation of ANP/ Facilitators.

In case special category customer (bulk customers like e-Gov, Banks, Panchayat, Financial inclusive kiosks etc as defined by RailTel) connectivity fails and ANP is unable to support or withdraws from the RailWire program whereas RailTel intends to continue the services, SDP shall be able to handle operation till further arrangement. The cost of material used for such an emergency by SDP will stand reimbursed by RailTel based on prior written approval of RailWire SPOC.

However, resolution of such a situation is essential and unavoidable part of SDP responsibilities. If the SDP fails to resolve such an issue attributable to the ANP/Facilitators network in 72 hrs. of email / telephonic escalation/logging onto incident management portal by RailWire SPOC, under conditions of no law and order concerns at field level to the satisfaction of RailTel, this may invoke penalty @ 1% per day of delay beyond 72 hrs, maximum upto 10% of the monthly payment due to SDP.

10.2 OSS/BSS/CRM Operations

Following are the responsibilities that SDP has to perform with respect to OSS/BSS/CRM:

- a. RailTel will maintain and host all OSS related IT & infrastructures at the RailTel Data Centre. SDP will bring its own BSS/CRM IT systems and host at its locations or RailTel Data Center and manage the ANP/Facilitators networks, billing and customer support. The SDP shall have full access to RailTel OSS solution with integration with SDP's BSS/CRM systems required to perform its duties in this regard.
- b. SDP will arrange all the requisite infrastructure along with IT accessories like PC, laptops, servers and related IT and network equipment at its own cost for accessing the OSS/BSS/CRM solutions hosted by RailTel for routine operations.
- c. The SDP will ensure that the access provided to the hosted OSS will be always used by authorized personnel of SDP and the SDP should ensure that access is protected from virus, malware and unauthorized use. SDP representative will be authorized by RailTel so that he can be regularly have access to the system.

10.3 Reconciliation of Accounts

SDP has to perform the following responsibilities with respect to payments:

- a. Shall advice & educate ANP/Facilitators for payment through Payment Gateway or online transfer established by RailTel or SDP or jointly by SDP & RailTel as decided at the time of agreement.
- b. No cash payment shall be allowed for any of the services rendered, security deposit or any other payment.
- c. The SDP records shall undergo a periodic audit by RailTel or any third party engaged by RailTel for above aspects.
- d. In case of erroneous entry of statutory details e.g. GST, PAN, Bank Accounts etc. then, notwithstanding the corrective action that shall be taken within 48 hours of intimation by the RailTel Finance team, the score (in %) earned against the various parameters for performance incentive shall be reduced by 0.5% per each subscriber or ANP.
- e. Render necessary assistance to RailTel in reconciling Subscriber accounts on statutory matters.

10.4 Customer Service Support

The responsibilities of SDP with respect to customer service support shall include:

- a. RailTel desires to maintain one or multiple (Circle-wise) customer support telephone numbers for customer service in different regions. SDP shall maintain a customer care center which shall have an interface with RailTel Computer Telephony System for handling

queries, complaints and for extended maintenance support to the RailWire customers. For this purpose, CRM and associated Computer Telephony systems to be hosted at SDP location or RailTel's datacenter.

- b. Contact Centre Solution is to be set up within 15 days from date of agreement and shall be manned 24X7.
- c. SDP shall make arrangements for resolving direct queries of the customers logged through Toll Free/e-mail/social media platform etc.
- d. SDP shall arrange operation of customer care center along with the requisite skilled manpower on 24x7x365 basis for RailWire customers. SDP shall provide Helpdesk support to subscribers through its customer care center. In case of a problem pertaining to the RailTel network, the complaint shall be registered with the RailTel Regional NOC/CNOC. The required access of RailTel's portal will be given to SDP to register complaint. SDP should monitor the dockets and ensure that the complaint is resolved at the earliest.
- e. SDP shall also provide the Level 1 (L1) and Level 2 (L2) support i.e. network support on technical issues in the access network. For providing L1 support, SDP shall maintain skilled technical manpower, L2 support possessing CCNA and CCNP (at least cleared 2 papers in CCNP). Coverage of detailed issues under L1 and L2 support shall be mutually discussed by RailTel and SDP and are subject to change as and when required.
- f. SDP has to maintain minimum expected infrastructure for customer care center operations. Additionally, SDP shall budget for minimum manpower in accordance with the range of subscribers mentioned below:

Subscriber Base in the Circle	Call Centre Agents providing Level 1 Support during Peak Hours	Call Centre Agents providing Level 1 Support during Non-Peak Hours	Call Centre Agents providing Level 2 Support
0-500	2	1	1
501-1000	2	1	1
1001-2000	2	1	1
2001-3000	3	2	1
3001-5000	3	2	1
5001-7000	3	2	2
7001-9000	4	2	2
9001-11000	5	3	2
11001-15000	6	4	3
15001-20000	7	5	4
20001-25000	8	6	4
25001-35000	10	7	5
35001-50000	12	8	6

Above 50,000 subscribers base, the required L1 and L2 manpower to manage customer care center will be mutually decided by RailTel and SDP.

The minimum manpower to be maintained by SDP for customer care in each shift is as above. However, in order to maintain good customer experience, the SDP may be required to augment the same, if situation warrants.

Indicative peak hours are defined below which may be redefined according to local customer habits and customer diversity.

Peak Hours: 10 AM to 6 PM

Non-Peak Hours: 6 PM to 10 AM

RailTel also reserves the right to review the minimum expected infrastructure on a periodic basis to assess if the same can support the RailWire operations. RailTel reserves the right to recommend additional infrastructure or manpower for smooth operations and will reserve the right to impose adequate penalties in case the SDP fails to deploy the same within agreed timelines.

10.5 Marketing

- a. SDP shall maintain the customer experience of RailWire brand as defined by RailTel in such a way that customers perceive a responsive and satisfactory quality of service. RailTel shall issue guidelines as and when required to that effect. While interacting with partners & subscribers, SDP may use the RailTel/RailWire Logo along with SDP brand on their business card in the manner prescribed by RailTel for brand building exercise & to avoid confusion of multiple entities. Further, RailTel reserves the right to inspect or audit operations of SDP to ascertain that the guidelines are being followed.
- b. SDP has to pursue targets fixed by JWG (Joint Working Group) and to deploy necessary resources for branding, marketing and sales of combined SDP and RailWire services.
- c. SDP shall take necessary actions by way of outdoor advertisements (Kiosk, Standees, Banners, Leaflets etc.), road shows at residential complexes, telemarketing calls, SMS (as per TRAI Guidelines) etc. at its own cost so as to meet its target of acquiring subscriber and partner numbers. RailTel will provide the creative inputs for brand building and campaign advertisements. SDP will keep the RailTel informed of activities undertaken. The printing of Customer Acquisition Form (CAF) will be the responsibility of SDP as per prescribed format given by RailTel.
- d. SDP shall take up social media marketing, digital marketing, SEO techniques, location specific brand promotion activities.

10.6 Compliance to Laws

SDP shall ensure, at all times, compliance with various laws prevailing in India. Following are the responsibilities of SDP with respect to maintaining compliance:

- a. SDP shall ensure that all legal obligations mandated by DoT for an ISP in terms of keeping Know Your Customer ('KYC') data are fulfilled. This shall also include any new guidelines prescribed by DoT in future.
- b. SDP shall make available all the records and processes for an inspection by RailTel or any third party engaged by RailTel or DoT officials. The scope of the inspection shall include IT audit of the Hardware, Software and Networking assets in control of the SDP.
- c. If the input GST is not shown/uploaded in electronic ledger (GSTN), which is paid by RailTel as per tax compliances, then the tax amount will be deducted from the SDP payment. This would not be compensated against ceiling limit of maximum 10% penalty.

10.7 Transition and Hand Over

After completion of contract or in the event of premature termination when a new SDP is appointed in the circle, it shall be the responsibility of the existing SDP to assist the new SDP in smooth transitioning and hand-over during the Transitioning Period finalized by RailTel. Following is an indicative but non-exhaustive list of responsibilities that an existing SDP has to perform with respect to transitioning and handover:

- a. It shall be the responsibility of the existing SDP to help, support and assist the new SDP selected by the RailTel during the Transitioning Period, subject to a maximum period of 3 months. The existing SDP shall transfer existing knowledge about operations, infrastructure, customers, ANPs and shall share all documents and related records with the new SDP.
- b. If required, the existing SDP shall also make available the service of its employees and make best effort to arrange for support from associated third parties like its contractors, suppliers, vendors and providers to the new SDP during the Transition Period.

10.8 Other Responsibilities

Other responsibilities of SDP shall include:

- a. SDP shall be responsible for paying duties/taxes pertaining to its area of activity. The SDP shall ensure compliance to all labour law and will be required to give a certificate to this effect with invoice claim.
- b. SDP may enter into independent agreements with financial institutions, Govt entities, on a need basis, to offer loan facilities to ANPs to start and maintain RailWire Broadband & Digital VAS services. RailTel will not be a party of this agreement.
- c. SDP shall support providing all pertinent details required by RailTel regarding the background of any issues which is disputed by a subscriber or any other RailWire provider in the court of law. For any such legal cases, the SDP will be bound to support RailTel and provide all necessary documentation and details.

- d. SDP shall maintain requisite skilled manpower for Customer service support (L1 and L2) and field & marketing support. RailTel reserves the right to call the employees of SDP for a test or interview. RailTel also reserves the right to inspect the mark sheets/score cards, degree or certifications of such employees.

11. Service Level Agreement

The SDP shall ensure compliance to SLAs. These SLAs shall be reviewed & revised on a monthly basis by RCWG. Key areas for evaluation of Service Level will be as follows:

S/No	Key Areas	Weightage
1	Customer Service Management	40
2	Partner Support Management	30
3	Marketing Metrics	30
	Total	100

Monthly Assessment & Rating System will be as follows:

A. Customer Service Management

S. No.	Area/Metric	Complaint Type	Description	Service Level	Score	Max Score
1	Customer Complaints resolution	Compliance of Minimum Expected Infrastructure	Minimum L1 Support and L2 Support Executives	Complied	10	10
				Not Complied	0	
		Opening of Customer Trouble Ticket and follow up till closure	Opening of Trouble Ticket & routing to concern fault level and follow up till closure	95% <= 6 hrs	5	5
				95% <= 12 hrs	3	
				95% > 12 hrs	0	
		Resolving tickets which are in the scope of SDP	Resolving issues of customer support which can be resolved by the SDP	95% <= 3 hrs	5	5
				95% <= 6 hrs	3	
				95% > 6 hrs.	0	
		Evaluation of recordings of customer service agents	Evaluation will be done towards customer sensitivity, Ethics, Transparency etc.	will be rated on a Scale of 1 to 5		5

2	Helpdesk Management	Average Hold Time Per Call	The average time elapsed from the moment the call enters a queue until a qualified Help Desk analyst answers the call	95% <= 45 Seconds	5	5
				95% = 45- 59 Seconds	3	
				95% = 60-90 Seconds	1.5	
				95%>90 Seconds	0	
		Occupancy Rate	Percentage of active Man hour to the total man hours in a month*	90%-100%	5	5
				75%-89%	3	
				60%-74%	2	
				50%-59%	1	
				< 50%	0	
3	On-Boarding		Timeframe for getting customer on boarded after the submission of the CAF form.	100%< = 24 Hours	5	5
				98%<=24 Hours	3	
				98%> 24 Hours	0	

***Active man hours are calculated as the product of man power deployed and total login time in the month as shown in the call center application.**

B. Partner Support Management

S. No	Area/Metric	Description		Service Level	Score	Max Score
1	Partner Support Management	Resolving Partner support tickets which are in the scope of SDP	Resolving issues of partner support which can be resolved by the SDP	95% <= 2 Hrs	10	10
				95%<= 6 Hrs	3	
				95% > 6 Hrs.	0	
		Percentage of tickets to be resolved by SDP and exceeding 12 hrs for closure	1%	10	10	
			2%	6		
			4%	2		
			> 4%	0		
2	ANP's support feedback	ANP's Feedback on SDP support based on survey conducted by RailTel or 3rd Party: Excellent: 5, Very Good: 4, Good: 3, Average: 2		Cumulative % score >80	10	10
				Cumulative % score >70	7.5	
				Cumulative % score >60	5	
				Cumulative % score >50	2.5	
				Cumulative % score<=50	0	

C. Marketing Metrics

S. No.	Area/Metric	Description	Achievement	Marks	Max Score
1	Customer Acquisition Targets	Percentage of targets achieved*	90-100%	20	20
			80 - 89%	16	
			70-79%	12	
			60-69%	8	
			< 60%	0	
2	Partner Acquisition Targets	Percentage of targets achieved*	90-100%	10	10
			80 - 89%	8	
			70-79%	6	
			60- 69%	4	
			< 60%	0	

* Targets will be decided at the start of the month by JWG

General Terms

- Most of the above metrics will be measured from the CRM system and performance data will be visible to the SDPs.
- RailTel will fine tune the rating system annually in consultation with the SDPs with the aim of improving the service offering of RailWire so as to stay competitive in the market.

12.Termination of Agreement

Performance of the SDP will be monitored based on Service Level Agreement (SLA) at clause 8, subject to following classifications:

- In case of existing circle of RailWire service, if new SDP is empaneled for that circle, then SDP will be given 3 months of stabilization period from the date of issue of LOI (Letter of Intent) and performance will be measured from 4th month

- (b) In case of existing circle for RailWire service, if existing SDP (the SDP who was already working as a SDP for that circle in earlier contract) is empaneled for that circle, then SDP will not be eligible for stabilization period and performance will be measured from the date of issue of LOI (Letter of Intent)

Termination of contract will be applicable in case of below mentioned breach of SLAs:

- a. If the Monthly score is below 60% on two consecutive months, the JWG will analyze the problem and recommend measures to improve the same.
- b. If the monthly score remains below 60% for the 3rd month then a written notice that “if the service level is immediately not improved within 1 month, then the agreement is liable to be terminated” will be issued to SDP by RailTel Regional office.
- c. If the score still does not improve above 60%, even in the 4th month then Termination notice will be served by RailTel Corporate office. The ED of the region can give one month grace period before termination if there are exceptional reasons beyond SDP’s control.
- d. In case of Non-compliance of any of the clauses mentioned in this EOI document, RailTel shall communicate in the form of a notice, on receipt of the same SDP is expected to rectify and become compliant within four (4) weeks and respond in writing to RailTel that SDP has complied with RailTel’s requirement. In case SDP does not comply within the ratification notice period, RailTel reserves the right to terminate the SDP agreement by giving one month’s notice. RailTel’s decision shall be final in this regard.
- e. Proportionate to the investment made by the SDP for installing, operating and maintaining the last-mile FTTH assets, the ownership of the assets shall accordingly be retained by SDP. SDP is expected to be adequately compensated in case the ownership is expected to be shifted on account of a contract termination event. Any such compensation due to SDP shall take into account the investment made on the asset and its depreciation YoY.

13. Revenue Share

- i. Broadband & Digital VAS Plans and Revenue share to be discussed and agreed upon approval from GFGNL & RailTel as per the Commercial Bid.

ii. Performance Incentive

Performance Incentive will be given to SDP as per the following criteria:

S.N.	Incentive Type	Eligibility Criteria	Incentive Structure
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1	Performance Incentive	Applicable for all the RailWire circles and SDPs	<p>Incentive will be 1% or 2% as per following parameters:</p> <p>1) Net Increase in no. of Subscribers</p> <p>2) Net Increase in Total Revenue</p> <p>A) If the Monthly SLA Score is 60 and above and less than 75, then:</p> <p>a) 0.25 % of Net Increase in no. of Subscribers for that month x APRU, and</p> <p>b) 0.75% of Net Increase in Revenue for that month for that particular SDP</p> <p>B) If the Monthly SLA Score is 75 and above, then:</p> <p>a) 0.50 % of Net Increase in no. of Subscribers for that month x APRU, and</p> <p>b) 1.50% of Net Increase in Revenue for that month for that particular SDP</p> <p>Note-1: In case, SDP achieves a monthly score of 60 or above 60 but there is negative growth of subscribers and/or revenue, then SDP will only be eligible for the percentage incentive of the positive growth parameter.</p> <p>Note-2: Net Increase in subscribers in a month will be calculated as difference between no. of subscribers at the end of that month and no. of subscribers at the end of previous month.</p> <p>Illustration:</p> <p>1. If the net monthly increase of no. of subscribers is 500, ARPU for that particular circle in that month is Rs. 800 and net monthly increase of revenue is Rs. 1 Lakh, if the SLA score is 65, then SDP is eligible for incentive equal to $(0.25\% \times 500 \times 800) + (0.75\% \times 1 \text{ Lakh})$</p> <p>2. If in the above case, there net monthly reduction of customers then SDP will be eligible for incentive equal to $0.75\% \times 1 \text{ Lakh}$.</p> <p>3. If in the above case, there is negative monthly growth in the no. of subscribers and revenue, the SDP will not be eligible for incentive.</p>
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iii. Adjusted Gross Revenue (AGR) shall be arrived at as per the calculations explained in below:

AGR = Gross Revenue – (subtraction) 8% of DOT license fee

14. Joint Working Group (JWG) & RailWire Core Working Group (RCWG)

RailTel shall constitute a Joint Working Group at RailTel Gujarat Circle which will be headed by Territory Manager and include two representatives of RailTel and two representatives from the SDP.

The Joint working group will basically review Operational issues, Marketing issues and Rollout targets. This forum will also be the first level of escalation for resolving complaints/disagreements by both RailTel and SDP. JWG will set monthly, quarterly and yearly targets to SDP.

RailWire Core Working Group (RCWG) shall be constituted at RailTel regional level and will issue policy and guidelines on tariff, brand building and marketing strategy and relationship management and evolving the business model as required by market conditions.

15. RailTel's Responsibilities and Obligations

Network and IT Infrastructure

It shall be the responsibility of RailTel to create Network Infrastructure to support RailWire business. Following are the responsibilities of RailTel with respect to Network Infrastructure:

- a. RailTel shall provide & manage Network Infrastructure required to support RailWire business.
- b. Further RailTel shall also augment capacity and plan a resilient network to handle RailWire traffic as per business projections.
- c. RailTel shall provide 24x7 support at Network Operation Centre to facilitate rollout and support of network for RailWire services.
- d. RailTel shall provide sufficient upstream Internet Bandwidth and high speed MPLS capacity to feed RailWire services.
- e. RailTel shall provide access to NMS tool to SDP to view the Network of RailTel and ANPs.
- f. RailTel shall give access to portal to SDPs to enable them to raise dockets with RailTel's CNOC.
- g. RailTel shall provide multiple redundancies for Internet Bandwidth to achieve 99.5% up-time of core Network.

Accounting, Reconciliations and Settlement

- a. RailTel shall be responsible for accounting related to RailWire Business.
- b. RailTel & SDP shall make revenue share settlement by the 7th day of each following calendar month to all the stakeholders.

- c. In case of offline transactions handled by SDP, necessary reconciliation will be carried by RailTel on Monthly basis.

Marketing

- a. RailTel may take up all necessary marketing & branding activities to establish & position “RailWire” as a brand in support and coordination with SDP.
- b. RailTel may float promotional schemes for the benefit of customers from time to time.

Customer Feedback

RailTel may at its discretion take feedback from customers about SDP’s service. For this purpose, RailTel may engage its internal QA team or any third party to collect feedback from the customers and ANP/ Facilitators.

Other Responsibilities

RailTel shall pay relevant duties/taxes of Central/State governments concerning to RailTel's activity in RailWire Business and license fees to DOT/Railways.

Payments and other obligations

- a. Entire revenue collection shall be credited in an escrow account.
- b. Both parties would implement adequate safety/security measures to prevent unauthorized access to and use of confidential information of each other and wherever necessary, obtain confidential/secrecy/non-disclosure agreements from its employees.
- c. Both parties would ensure compliance with all prevalent and applicable laws and all liabilities arising there in would be to their respective accounts.

16. Response to EOI

- i. **Raising of queries/clarifications on EOI document:** Applicants requiring any clarification on this document should submit their queries through email only, on or before 29.02.2024 :

1	First Level of Contact	Sumit Kumar Saurav Chief Manager/RailTel/ADI Mob: 9724040018 Email: sumit.saurav@railtelindia.com
2	Second Level of Contact	Dr. Sharad Sharma Grp GM/RailTel/ADI Mob: 9771425854 Email: sharad.sharma@railtelindia.com

ii. Modification in EOI document:

At any time prior to the deadline for submission of response to EOI, 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://railtel.in>. All such change(s) will automatically become part of this Request for EOI 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 EOI:

Request for extension of date for submission of EOI 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.

17. Process of Bidding**i. Bid related Information for this EOI (Online)**

Bidder has to submit following digitally signed documents "ONLINE" on the mail id: eoι.wr@railtelindia.com:

- a) e-receipts of Cost of Tender Document and Earnest Money Deposit (EMD) paid to RailTel.
- b) Copy of EOI Documents along with corrigendum if any.
- c) All mandatory documents as mentioned in Annexure-A.
- d) Undertaking of validity of bids on bidder's letter head as per clause no 18. (V).

ii. Clarification on EOI Document

If there is any ambiguity or doubt as to the meaning of any of the EOI 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 mailed in the following format (in excel as well as pdf) to the mail ids of the concerned executives mentioned in clause 16.1 (Response to EOI) of this document:

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: :
			Email:
S. No	EOI Reference(s) (Section, Page)	Content of EOI requiring clarification	Points of clarification required

1			
2			

iii. Earnest Money Deposit (EMD) and Cost of EOI document

(a) Earnest Money Deposit (EMD):

The bidder has to submit the EMD of Rs.500,000 /- The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Bidders need to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details: Union Bank of India, Account No.317801010036605, IFSC Code - UBIN0531782, Branch name – Mahalaxmi Branch

The successful bidder's EMD shall be returned upon signing of the contract.

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 EOI; 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.

(b) Cost of EOI document:

Cost of EOI document of Rs 5,000/- (Rupees five thousand) and GST @ 18% i.e., Rs 900/- (Rupees Nine hundred only) totaling to Rs.5,900/- (Rs. Five thousand nine hundred only).

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

iv. Late Bids

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

v. Period of Validity of submitted bids:

The bids submitted will be valid for 30 (thirty) 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.

vi. Process after submission of EOI:

- a. All responses to this EOI 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.
- b. 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.
- c. If deemed necessary, RailTel may seek clarifications on any aspect of EOI 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.
- d. As a part of mandatory requirement of this EOI, bidders are required to make presentation of their proposed methodology, capabilities, proposed business model and demonstrate proof of concept.
- e. In order to ascertain the capability of respondents to EOI, RailTel teams may visit the facilities of respondents/ customer premises where services are delivered.
- f. Based on the EOI 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 EOI document. RailTel's judgment in this regard will be final.
- g. 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.

18. Terms & Conditions of EOI

Submission of EOI is evidence of an applicant's consent to comply with the terms and conditions of EOI process and subsequent bidding process. If an applicant fails to comply with any of the terms, its response to EOI may be rejected.

Willful misrepresentation of any fact in the EOI 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 EOI process.

RailTel reserves the right to accept or reject any or all responses received to this EOI without assigning any reason and RailTel's decision in this regard will be final. No contractual obligation whatsoever shall arise from the EOI evaluation process.

Any effort on the part of applicant to influence evaluation process may result in rejection of the EOI.

RailTel is not responsible for non-receipt of response to this EOI within the specified date and time due to any reason including postal delays or holidays in between.

RailTel reserves the right to verify the validity of information provided in the response to EOI and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI evaluation or even after award of contract.

19.1 Applicants shall be deemed to have:

- a) examined the EOI 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 EOI application and which is obtainable by making of reasonable enquiries, satisfied themselves as to the correctness and sufficiency of their EOI applications and if any discrepancy, error or omission is noticed in the EOI, the applicant shall submit such notification to RailTel in writing on or before the end date/time

19.2 The applicant shall bear all costs associated with submission of EOI, 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.

19.3 Applicants must advise RailTel immediately in writing of any material change to the information contained in the EOI 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.

19.4 The empanelment agreement will be signed with the 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.

19.5 RailTel shall have the right to cancel the EOI 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.

19.6 Bidder shall comply to all the laws of land in providing the services after getting empanelled as Broadband & Digital VAS Service Delivery partner of RailTel as a result of this EOI.

19.7 The bidder company should not be holding valid ISP License of Government of India.

20 Empanelment

Placement of Empanelment

- i. All eligible offers (scrutinized as per clause 3 of this document) shall be evaluated.
- ii. After successful POC by all the qualified bidders, final price negotiations will be conducted with all the successful POC bidders based on the commercial bids.
- iii. The bidder offering the highest revenue share to RailTel against F1, F2 & F3 as detailed in Clause 5. B.

Notification of empanelment

- i. The empanelment order shall be issued to the bidder selected as per the above mentioned process. It shall constitute the intention of RailTel to enter into Contract.
- 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. Selected partner needs to setup the required infrastructure for delivering the Broadband & Digital VAS services within 2 months from the date of acceptance of LOE.
- iv. The successful bidder who is awarded the Work Order shall be required to deposit a Performance Bank Guarantee (PBG) (refer to Annexure F) of Rs 24 Lacs in the form of unconditional Bank Guarantee from any scheduled bank in favor of "RailTel Corporation of India Limited, Mumbai (from all Nationalized banks including the Public sector banks - IDBI Ltd. Or Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank) within 7 days of award of work, covering the period of contract and 180 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful agency/bidder. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non-deposit of PBG within the stipulated time shall render the award of work invalid at the discretion of RailTel.

Signing of agreement

- i. Selected partners need to sign an empanelment agreement with RailTel within one month from the date of acceptance of LOE. Selected partner needs to set up the required infrastructure for delivering the Broadband & Digital VAS services within 2 (two) months from the date of acceptance of LOE. The agreement will be valid for the duration of two (2) years from the date of signing of agreement and extendable by 3 (three) years mutually decided by RailTel and Selected partner.
- ii. Upon the signing of the agreement, RailTel shall return the EMD submitted by the firm. No interest will be payable on the submitted EMD amount.

21 Other General Terms & Conditions of the EOI:**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.

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.

FORCE MAJEURE:

- i. 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.
- ii. 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.

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:

- i. 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.
- ii. 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.
- iii. If the partner fails to perform any obligation(s) under the Contract; and
- iv. 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.
- v. The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by RailTel to meet conditions precedent.

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.

GOOD FAITH NEGOTIATION:

- i. 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.
- ii. 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.

- iii. The dispute shall not be referred to Arbitration unless and until the provisions of this clause have been complied with.
- iv. 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.
- v. 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).
- vi. If a settlement is not reached within thirty days after Negotiation on date, such dispute shall be referred to Arbitration.

Arbitration:

- i. 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.
- ii. 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.
- iii. 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. “

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



FORM-1**AFFIDAVIT**

(To be given separately by each Consortium member of the Bidder on Stamp Paper of Rs. 10)

I, _____ S/o _____, Resident of _____, _____, the _____ [insert designation] of the [insert name of single bidder / Consortium/Joint Venture member if Consortium/Joint Venture] do solemnly affirm and state as follows:

1. I say that I am the authorized signatory of _____ [insert name of company/Consortium/Joint Venture member] (hereinafter referred to as “Bidder/Consortium/Joint Venture member”) and I am duly authorized by the Board of Directors of the Bidder/Consortium/Joint Venture Member to swear and depose this Affidavit on behalf of the Bidder/Consortium/Joint Venture Member.
2. I say that I have submitted information with respect to our eligibility for RailTel Corporation of India Ltd (hereinafter referred to as “RCIL”) NAME OF WORK) (hereinafter referred to as “Project”) Expression of Interest (‘EOI’) document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by RCIL to verify our credentials / information provided by us under this tender and as may be deemed necessary by RCIL.
4. I say that if at any point of time including the extension period, in case RCIL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of RCIL.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our EOI shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the EOI document has been duly complied with.

DEPONENT

VERIFICATION

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are

true and correct to my own knowledge. No part of it is false and nothing material has been concealed. Verified at _____, on this ____ day of _____, 2020.

DEPONENT

FORM-2

CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT

(On Stamp Paper of Rs fifty)

This Consortium Agreement is executed at Gurgaon on this ____ day of _____, 2020.

BETWEEN

M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its Managing Director, _____ duly authorized by a resolution of the Board of Directors dated ____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. _____, a Company having its Office at _____ and Office at _____, acting through its Joint President/ MD/..., _____, duly authorized by a resolution of the Board of Directors dated(hereinafter referred to as the 'Participant Member') which expression unless excluded by or repugnant to the) subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the 'OTHER PART'

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as 'RCIL') has invited tenders for the **"(NAME OF WORK)"** in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Consortium for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents both the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Bidder and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a consortium to participate in the tender process for “pe(NAME OF WORK)” in terms of the tender invited by RCIL.
2. That both the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the consortium may take up the aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
3. That both the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
5. 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 RCIL subject to the conditions as may be stipulated by them in this regard.
6. That in case to meet the requirements of bid documents or any other stipulations of RCIL, 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.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.
9. Though all partners of the consortium shall be jointly and severally liable to RailTel, the Lead Bidder will be responsible for the execution of the entire contract in accordance with its terms.
10. Power of Attorney by all members of the Consortium in favor of the Lead Bidder is also

enclosed.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. (_____)
Managing Director

2. (_____)
Managing Director

(_____)
(Name of company)

(_____) For
For (Name of company)

WITNESSES:

1. _____
2. _____

Enclosure:

Board resolution of each of the Consortium Members authorizing:

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

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**Form No. 3 - PROFORMA FOR AFFIDAVIT TO BE UPLOADED BY TENDERER
ALONGWITH THE TENDER DOCUMENTS**

(To be signed by the Bidder)

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp 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. _____ of (-----RailTel Region), 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 electronic-tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the railway 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 banning of business for five year on entire RailTel. Further, I/we (insert

name of the tenderer)** _____ and all my/our constituents understand that my/our offer shall be **Summarily REJECTED**.

8. I/we also understand that if the certificates submitted by us **or by OEM's of the offered Hardware/Software** 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 SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

I/We above named tenderer 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.

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Annexure- A: COMPLIANCE STATEMENT (On Bidder's Letter Head)**DECLARATION**

We hereby undertake and agree to abide by all the terms & conditions and Scope of services stipulated by RAILTEL in the EOI including all annexure, addendum and corrigendum.

Signature and Seal of Bidder

List of deviations if any

- 1)
- 2)
- 3)
- 4)

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature and Seal of Bidder

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Annexure- B: Bidder's Profile Information (on the bidder's letter head)

S. No.	Particulars	Description		
1	Name of the Bidders/Company			
2	Constitution			
3	Date of Establishment/ Incorporation			
4	Address Registered Office Corporate/ Head Office			
5	Telephone Number Fax Number E-Mail Address Website			
6	Financial Details	2020-2021	2021-2022	2022-2023
	Turn Over (in Crs)			
	Net Profit (in Crs)			

Signature & Seal of Company

Annexure – C: Eligibility Criteria Compliance

S. No.	Criteria	Documents Required to be submitted	Compliance (Yes/No)	Details of proofs attached
1	The Bidder Company should be an Indian registered company, incorporated under the Indian Companies Act.	Certification of Incorporation		
2	The Bidder Company should have cumulative total turnover of Rs 90 Crores with positive networth during last three financial years. Bidders must submit audited balance sheet of the company for the last 3 financial years – 2021, 2022 & 2023 March.	Audited Financial Statements of last 3 financial years 20-21, 21-22 and 22-23.		
3	Must have delivered value added services such as IPTV, OTT, G2C services for at least 1.75 lakh subscribers on a Multicast Technology.	Work Completion or Reference letters from Customers.		
4	Bidder should have experience in marketing of Broadband Services for a telecom or ISP.	Agreements with ISP or Telecom		
5	Ready to deploy Platform & Technology inclusive of Billing, SMS (Subscriber Management System), IPTV DRM (Digital Rights Management) and VAS (value added services).	Work order or agreements of Proven deployments of the IPTV, software solution for streaming of IPTV services.		

6	Experience in handling customer care call center for Telecom or ISP.	Documentary Proof of Managing Customer Care.		

Date: _____

Place: _____

Signature of Authorised Signatory

Name of Signatory:

Designation:

Seal of Company



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Annexure-D: Check List Compliance

Sr. No	Documents	Submitted in Bid (Yes/No)
1	Earnest Money Deposit and Cost of EOI document as specified in this document or proof of MSME	
2	A letter on bidder's letterhead mentioning the following: a) Details of EMD submitted, technical competence and experience of the bidder. b) Certifying that the period of the validity of the bids is one month from the target date of submission of bid.	
3	Letter of Authority/Power of attorney on bidder's letter head from Authorized Signatory of the company to sign and submit the bid, along with the Board Resolution.	
4	Undertakings on bidder's letter head	
5	Compliance Statement as per Annexure A on bidder's letter head	
6	Bidders Profile Information as per Annexure B on bidder's letter head along with supporting documents	
7	Eligibility Criteria Compliance Annexure C	
8	Form No 1 & 2 in case participating through consortium partners	
9	Form No. 3 PROFORMA FOR AFFIDAVIT	

Signature & Seal of Company

Supporting Document for Eligibility Criteria for Bidder

1. Please enclose documentary proof for all the above criteria. In absence of these, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case. Further, those bidders who have not satisfactorily completed any earlier contract with RAILTEL shall not be eligible for participating in this process

Annexure E: Details of OSS/BSS/CRM

RailTel will deploy suitable software to monitor the access network end to end including the end devices. If the aggregation network is non SDH then this also will be monitored by RailWire NOC. Any network issue will be first raised to concerned SDP and the SDP will be guided to resolve the issue. Archives of session details etc as required by the ISP policy will be maintained by SDP.

OSS will be the network system supporting processes such as Service Provisioning, usage details of end subscriber and ANP's, Content delivery management, Service Level Management, Performance Management, Resource Inventory, Fault or Event management System, Network Management System, Activations, Deactivation of Subscriber/ANP's and Element Management System. OSS includes design, implementation and configuration of the network. OSS includes Network Operating Center with all necessary infrastructure and 24 x7 network support personnel.

BSS

SDP will operate the BSS which will function as per the model designed for RailWire. The end customer and the ANP will be able to view the billing of their respective portion on the web. ANP will be able to transfer credit from his billing account to the customer's billing account as per the RailWire model. RailTel will be given full view of the entire billing system and SDP will extend support to any internal or external auditors chosen by RailTel. The provisioning will happen after all KYC norms are fulfilled as per Rail Wire model and system generated receipts will be sent to all customers.

BSS is the component used to run the business operations such as product management, customer management, revenue management and order management. Core of BSS is the billing system. This will have a system for managing the user creation, user management and financial management. This software helps to monitor and track the customer and provider financial transactions. Billing software will have following features:

- i. Subscribers creation/deletion and Management
- ii. ANP's creation/deletion and Management
- iii. Network and user authentication and authorization
- iv. Accounting and billing of the credit allowed to ANP's
- v. Accounting of credit purchased by the ANP's
- vi. Revenue disbursement between RAILTEL, ANP's and SDP
- vii. Portal for subscriber/ANP's for their account information
- viii. Details and billing of content delivered during the month and their revenue distribution.
- ix. Reports of
 - a) Subscriber wise details of services offered
 - b) ANP's wise details of total credit purchased in cash and credit added by revenue distribution.
 - c) Total payment released in favor of RAILTEL during the month.
 - d) Amount returned back from RAILTEL to SDP and further credit added in ANP's account.
 - e) Content delivered during the month.

Appropriate CRM software will be deployed by SDP to engage with the customer and network franchisees on all performance, billing and service related queries. Customer delights and provider satisfaction are the key elements of the RailWire program and the CRM will empower that these goals are met. CRM will also support marketing campaigns and feedback on services from

customers and network franchisees.

This system essentially helps to manage the communication with customers. Customers can login their issues in the system and support provider can issue trouble tickets and track it to closure.

Main components of CRM are:

- a. Marketing including campaign management, lead management and contact management
- b. Sales includes lead management and sales order management
- c. Support includes issue reporting, trouble ticketing, issue tracking and issue status reporting and SLA management.



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Annexure F: Proforma for Performance Bank Guarantee**PERFORMANCE BANK GUARANTEE BOND**

(On Stamp paper of Rs. Three Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Ltd, Western Region Head Quarters, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi- Mumbai – 400 013.

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 Mumbai (indicate detail address of local Mumbai 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 invocable at our place of business at /Mumbai (Indicate detailed address of local Mumbai Branch with code no.). The branch at Mumbai 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 2024

for
(indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

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