

**Roll out of Broadband Service (RailWire) by RailTel**

**“Empanelment of Managed Service Provider (MSP) for RailWire”**



**RFP Document**

**RFP Notice No. RailTel/RFP/OT/CO/Mktg/2024-25/RailWire/MSP/ 001**

**RailTel Corporation of India Limited**

**(A Government of India Enterprise)**

**Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi-110023**



## RailTel Corporation of India Ltd.

Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023

### Request for Proposal (RFP) Notice

RFP Notice No. RailTel/RFP/OT/CO/Mktg/2024-25/RailWire/MSP/ 001

Dated: 12.08.2024

RailTel Corporation of India Ltd. (RailTel) invites online bids in e-Nivida portal <https://railtel.enivida.com> from reputed firms to empanel Managed Service Provider (MSP) for RailWire Service (a retail Broadband Service of RailTel). The details of the RFP are as follows:

a)	Date of issue of RFP document	12.08.2024
b)	Due date of submission of queries for pre-bid meeting	16.08.2024
c)	Pre-bid meeting	21.08.2024 (15:30 Hrs.)
d)	End of issue of RFP document	04.09.2024 (14:59 Hrs.)
e)	Due date of submission of bids	04.09.2024 (15:00 Hrs.)
f)	Opening of bids	04.09.2024 (15:30 Hrs.)
g)	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rs. Two Lakhs only) payable online at <a href="https://railtel.enivida.com">https://railtel.enivida.com</a>  MSEs- Micro and Small Enterprises (registered under MSME) are exempted to submit EMD.
h)	Cost of RFP Document	Rs. 10,000/- (Rs. Ten Thousand only) payable online at <a href="https://railtel.enivida.com">https://railtel.enivida.com</a>  MSEs- Micro and Small Enterprises (registered under MSME) are exempted to submit Cost of RFP document.
i)	Contact Person and e-mail	AGM/RailWire  rajat.singh@railtelindia.com

The RFP document can be downloaded from RailTel website (<http://www.railtelindia.com>) or from <https://railtel.enivida.com> w.e.f. 12.08.2024.

Note: Bidders must note that bids received after due date and time shall be rejected.

(GGM/Marketing/CO)

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## **1.0 Objective of RFP**

RailTel through this RFP will empanel Managed Service Provider (MSP) for **West Bengal and Gujarat Circles** for managing RailWire Services (a retail Broadband Service of RailTel).

The intent of the RFP is to invite eligible firms (who meet the qualification criteria as defined in Para 2.0 below) for empanelment of Managed Service Provider (MSP) for RailWire Services.

Duration of Agreement with empaneled MSPs will be 7 (seven years) effective from the date of LOI (Letter of Intent issued by RailTel) and can be extended by further 3 years.

## **1.1 Introduction of Project**

‘RailWire’ is a retail broadband service of RailTel for extending broadband and application services to the public including remote areas (in association with Access Network Providers by utilizing their last mile). RailTel desires to extend broadband and application services to the masses through the RailWire platform and requires Managed Services Provider (MSP) to manage RailWire service PAN India.

RailWire focuses on offering broadband services bundled with entertainment. 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 is also providing Broadband & Value-added services (VAS) in retail sector, Education sector, Health & OTT services.

## **2.0 General Requirement**

### **2.1 Eligibility Requirement for Bidder**

2.1.1 The Bidder Company should be an Indian registered company or a subsidiary of a Global company, incorporated under the Indian Companies Act 1956/2013.

2.1.2 The bidder or their promoters having equity stake or operating partnership, should not be holding valid UASL License /ISP License/VNO License for that particular circle or circles for which bidder is participating.

2.1.3 Bidder Company should be working for minimum last three years at the time of submitting proposal in any of following related business domain :-

- Channel Partner/Franchisee of any telecom operator/ISP for marketing of Broadband Services.
- Managing End Broadband Customers through own/ shared infrastructure/ last mile access like fiber to the building (FTTB), Fiber to the Home (FTTH) or similar technology.

- Managing any Telecom Service Operations of Telecom Service Provider/MSO.
- Network Service Management which includes Consulting, Marketing & Sales, Business Model Operation, Service Rollout, end partner management, Customer Relationship Management etc.
- Managed Support Services for Internet Broadband Services.
- Managed Service Partner for Telecom customer support center, back office management, billing, collection etc.

Bidder must submit the documentary evidence like agreement/ purchase order/LOI/LOE.

2.1.4 The Bidder Company should have cumulative total turnover of Rs 20 Crores during last three financial years. Bidders must submit CA certificate in this regard.

2.1.5 The Bidder should have an office in applied Circle and MSP operations are to be managed from that circle and also submit documentary evidence/ verifiable reference (name, address, telephone no). Bidders have to mention the name of the applied Circle & Region in their offer (Structure of Circle & Region is defined in Para 4 of this RFP).

If bidder is not having office in the applied circle then bidder can submit an affidavit stating that bidder will open the office in applied circle within 1 (one) month from the date of receipt of LOI (Letter of Intent), failing to submit the affidavit within above mentioned time will lead to the cancellation of the LOI of the bidder for that circle and offering the same to the bidders on standby, if any.

Bidder will submit GSTN Registration details of applied circle within one month as a documentary evidence.

2.1.6 Consortium bids are also allowed. In case of consortium bid:-

- (a) Total turnover of consortium may be considered for required turnover in last three consecutive years. Bidders must enclose the CA certificates of all Consortium partners. For further details of Consortium Bids, refer Clause 2.2.
- (b) Clause no 2.1.1 and 2.1.2 must be met by all consortia partners.
- (c) Lead bidder must comply eligibility criterion mentioned in clause 2.1.3.
- (d) The maximum number of Consortium partners may go up to 02 (two) including the lead bidder.
- (e) Any of the consortium partner should comply Clause 2.1.5

2.1.7 **Use of Technical and/or Financial Strength of Holding Company:**

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

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

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

The eligibility and evaluation criteria is relaxed by 50% for the Startup entity registered under “Startup India” or under “DIPP”.

The following documents need to submit for claiming such relaxation:

- i. Valid Start-up India certificate; and/or
- ii. Valid Registration certificate as defined under notification of DIPP GSR 501 (E) dated 23 May, 2017.

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

## **2.2 Consortium Bids**

- 2.2.1 In view of nature of work covered in the RFP Documents, it is anticipated that some of the intending bidders will pool their resources and experience to form consortia.
- 2.2.2 Consortia of bidders, if any, must clearly define role/scope of work of each partner/member. Further the legal agreement for a consortium must accompany the bid and should clearly define the leader of such a consortium who will be the MSP and will be responsible for MSP Operations in respective states, if awarded.
- 2.2.3 Qualification documents, details etc. must however be provided for each member firm complete in all respects.
- 2.2.4 In case of consortium bids by Indian Company with foreign Company as one of the consortium partner, Lead Bidder must be Indian registered company, incorporated under the Indian Companies Act 1956/2013.
- 2.2.5 An individual bidder or a member of Consortium cannot be a member of another Consortium, who is participating in this tender.
- 2.2.6 Firms should submit the affidavit (As per Form-1) & Consortium Agreement (As per Form-2) along with the bid/offer.
- 2.2.7 Bidders shall maintain the eligibility score or exceeding it during the course of contract i.e. eligibility score shall not be diluted due to any change in consortium during the contract.

## **3. Evaluation Method**

The evaluation will be done broadly in 6 parameters with weightage as defined below:

**A) Cumulative Turnover of last three financial years**

SN	Cumulative turn over in last 3 years in Crores (Rs.)	Marks
1	20-25	5
2	More than 25 upto 30	6
3	More than 30 upto 35	7
4	More than 35 upto 50	9
5	More than 50	10

**B) Profile of Leader: Member of Board of Directors/Partner/CEO:**

SN	Years of Experience in Telecom & IT Domain	Marks
1	2-5 Years	11
2	More than 5 upto 10 Years	14
3	More than 10 upto 15 Years	17
4	More than 15 Years	20

**C) Additional Qualifications:** Channel Partner/Franchisee/Managing the telecom services of TSP/MSO in India or similar operations outside India: - Bidder must provide the Certificate issued by operators.

SN	Years of Experience in Managed Services to Telecom operators/MSOs	Marks
1	2-3 Years	11
2	More than 3 upto 4 Years	14
3	More than 4 upto 5 Years	17
4	More than 5 Years	20

**D) Additional Experience:** Documented access to a number of potential customers through agreements with LCO or access network providers as on 12.08.2024:-

SN	Documented access to customers/Agreement with LCOs	Marks
1	up to 15,000 / 25 LCOs	10
2	15,001-40,000 / 26-50 LCOs	12
3	40,001-80,000 / 51-100 LCOs	14
4	80,001- 1,60,000 /101-150 LCOs	16
5	1,60,001- 3,00,000 / 151-200 LCOs	18
6	More than 3,00,000 / above 200 LCOs	20

Bidder must provide the valid documentary proof/Copy of agreements not be old than one year from the date of bid submission.

**E) Direct/Associated Employee base (Sales/Marketing professionals)**

SN	Strength of employees	Marks
1	Up to 10	5
2	More than 10 upto 25	6
3	More than 25 upto 50	7
4	More than 50 upto 75	8
5	More than 75	10

Bidder must provide list of employee base (sales/ marketing professionals) consisting employee ID, Name of employee, date of joining and their contact details duly signed by HR official or by the authorized signatory.

- F) Bidders should submit ***their individual business plan in terms of strategy for business acquisition, team sizing, responsibilities, projection, investment, technology/solutions etc*** for RailWire business. Evaluation will be done by RailTel & weightage will be given as per ranking of Business Plan.

SN	Ranking of Business Plan	Marks
1	Excellent	20
2	Very Good	17

3	Good	14
4	Fair	11

Bidders may require to make a presentation of their business plans to RailTel evaluation committee.

The bidders must produce documentary evidence for above all evaluation criterion.

Merit list will be prepared based on the marks obtained on evaluation criteria mentioned above on circle wise and highest scorer bidder will be empaneled as Managed Service Provider (MSP) for RailWire Services for a particular circle.

In case of tie of evaluation marks, preference will be given as per following criterion:

- (i) Obtaining more marks for criteria 3 (C) i.e. firm having more experience in managing broadband customers will be preferred.
- (ii) If again tie, obtaining maximum marks for criteria 3 (D) i.e. firm having more additional experience will be preferred.
- (iii) If again tie, bidder with highest cumulative turnover of the past 3 years will be preferred.

In case any Circle is unrepresented, RailTel has the right to assign additional circles to any other bidder based on his merit/expertise.

#### 4. Details of Circles & Regions

<u>S/No</u>	<u>States/Circles</u>	<u>Regions</u>	<u>Handing Over of Circles w.e.f.</u>
1	West Bengal	Eastern Region	Date of Issue of LOI to newly appointed MSP
2	Gujarat	Western Region	Date of Issue of LOI to newly appointed MSP

#### 5. Brief of RailTel

RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, and is a national telecom service provider having NLD, ISP and IP1 licenses and have built nation-wide optical fiber network. RailTel's objective is to create a nation-wide broadband telecom and multimedia network.

RailTel Corporation of India Limited (RailTel) an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian

Railways and to significantly contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel is building State of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

RailTel has created countrywide Circle of the art SDH/DWDM backbone optical transport network using latest technology. More than 600 cities covering more than 45,000 RKMs across the country are connected on the network with multiple STM-16 (n x 2.5 Gbps) connectivity. RailTel has also implemented ultra-high capacity DWDM network over 10,500 RKM to provide 400 Gbps which is further upgradable to 800 Gbps in future.

RailTel's backbone Transport Network has been configured in multiple 'Self-Healing' Ring architectures which provide for redundancy by automatically redirecting and switching traffic from failed/ degraded routes for an uninterrupted service ensuring maximum up time and service reliability. The network supports multiple ring protection schemes. The network has been designed in such a way that full redundancy is available for bandwidth between any two points.

The whole network is managed by centralized network management/ operation system (NMS) centrally located at New Delhi with back up facilities at Secundrabad / Kolkata / Mumbai. RailTel has got unique advantage to offer the best quality service (QOS) from a single unified network with PAN India presence. This Circle of art network enables point and click provisioning of the bandwidth and other services from anywhere to anywhere in the country. It enables provisioning of traffic in any granularity from 2 MBPS to multiple of Gbps (n x Gbps) from its country wide strong backbone network.

One of the objectives of formation of RailTel was to spread telecom revolution in the remote and backward areas of the country by building Circle of the art multimedia network. In this process, RailTel has implemented country wide MPLS-IP backbone network with core on 10G capacity to provide whole range of VPN & Internet services. The network has been built using high end routers of Juniper network. The network support services like Layer 3 and Layer 2 VPN services, broadband internet access, and multicast services etc. The MPLS NOC is also equipped with Dorado Redcell and Infovista for network provisioning and performance management.

RailTel is now entrusted with transformational agenda by the Government of India with various strategic projects which are of national importance.

- National Broad Band Network
- National Knowledge Network
- Alternative Network for National Security
- Intelligent Network Infrastructure for Smart City Communications
- Rural Broad Band
- National Infrastructure Disaster Response Management
- Public Safety and Security

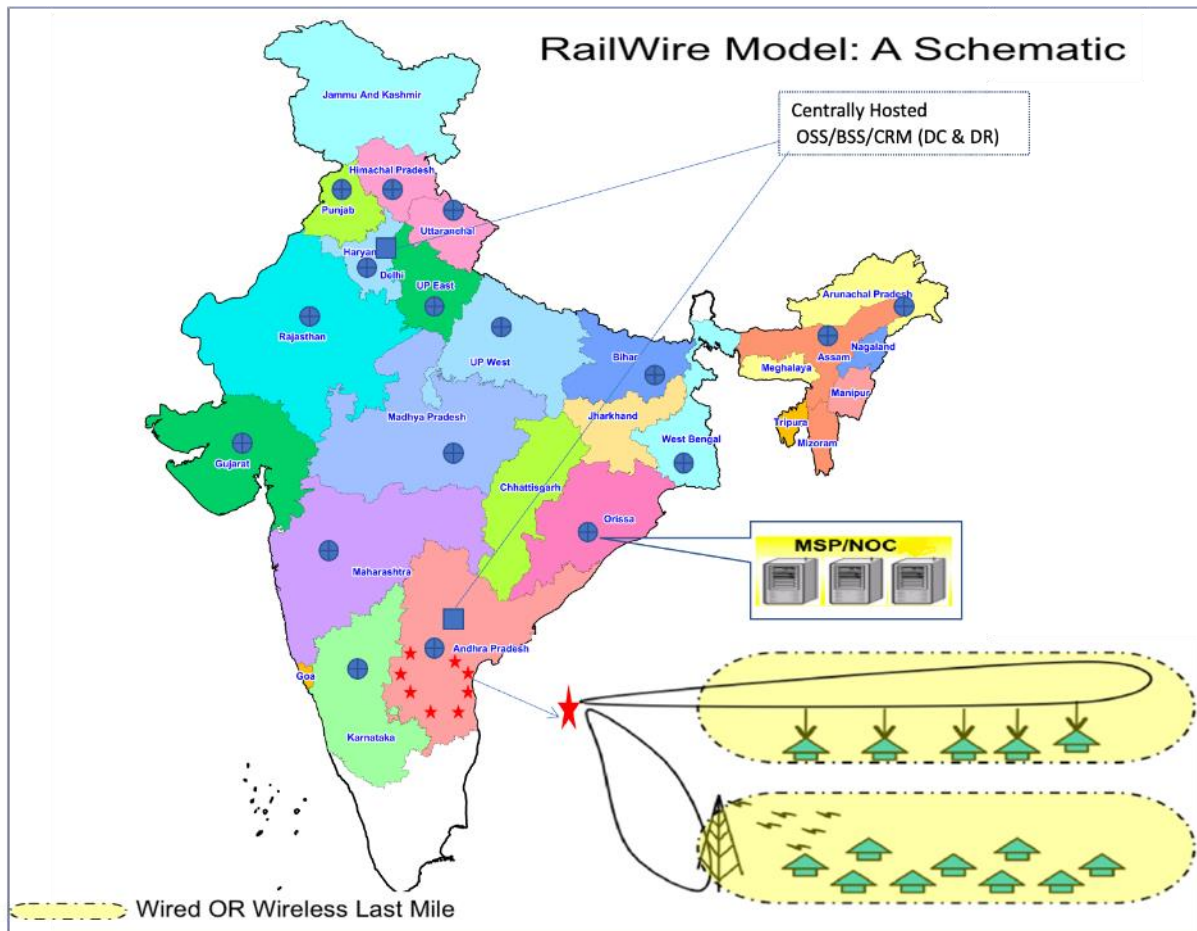
- Technological Innovation and Invention

RailTel is perhaps the only pan-India operating ISP who doesn't have to slow down with the burden of legacy network pile-on. With several BSO's and cellular operators availing RailTel's NLD services. Its initial market presence was felt as a "carrier's carrier". Subsequently it started serving several corporate business houses for their (VPN) connectivity requirements and now retail - with RailWire.

## 6. RailWire Service

### 6.1 Brief about RailWire Services

RailTel needs to find ways to leverage its considerable infrastructure and presence so that new services and revenue streams can be generated. RailWire is one such idea based on collaborative business, which is described below.



RailWire retail broadband is currently serving more than 5,00,000 home-users in 22 Circles across India.

RailWire is a retail broadband initiative where RailTel will be able to provide broadband and a slew of services with the last mile available with Access Network Providers (ANP)/ Facilitators/ Local Cable Operator (LCO) and the IT infrastructure and resource required for the back-office services.

As per the RailWire business model, MSPs will provide customer support, partner support, evangelize and market RailWire services on behalf of RailTel on a revenue sharing basis. Network ANPs)/Facilitators mostly cable operators will provide access network and local presence while managed service providers carry out network operations, customer service and centralized marketing services.

Thus, RailWire leverages RailTel's existing infrastructure to create a profitable, sustainable revenue model.

Since the network has no legacy baggage, symmetrical high-speed broadband service with capabilities of content delivery can be rolled out. Education, health and entertainment will be the 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.

## **6.2 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 catalysing 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 the 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 educational and health outcomes allow 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 plan 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.

### 6.3 Opportunities and Business Projections

As per GOI mission of Connecting India, in this GOI aims to provide high speed, high quality and affordable “**Broadband for All**”, which will serve as a tool for socio-economic development, while ensuring service quality and environmental sustainability. Government is committed towards e-governance in key sectors like health, education, skill development, employment, governance, banking etc. to ensure equitable and inclusive growth.

As per National Digital Communication Policy (NCDP) 2018, Government is focusing to provide universal broadband connectivity at 50 Mbps to every citizen and Enable 100 Mbps broadband on demand to all key development institutions; including all educational institutions. Government is also focusing to enable fixed line broadband access to 50% of households and providing connectivity to all the uncovered areas.

As per the TRAI report published for the month ending May, 2024, the report claims that the wired broadband industry (FTTH) in India has witnessed the growth of 1.5%-2% month on month. There are 04.13 Crs. active Wired broadband (FTTH) subscribers in India i.e. around 3% of overall population of India, which shows there is huge scope for growth of wired broadband in India. The surge in demand of OTTs, IPTV & Smart home devices are also contributing the growth and future demand of wired broadband in India.

Currently there are approx. 7.22 Crs. cable TV homes in India with 1.60 lakh active LCOs across India. Out of this 7.22 Crs cable TV users, around 3.08 Crs. are coming under non-corporate MSOs. **RailTel along with MSP can safely target 10% of Cable home subscribers.**

The average revenue per subscriber for West Bengal circle is approx. Rs. 530 per month i.e. Rs.6,360 per year and for Gujarat circle is approx. Rs. 487 per month i.e. Rs. 5,844 per year.

Revenue projections for **West Bengal circle** in next 5 year are as under:-

Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Subscriber	0.25 Lacs	0.35 Lacs	0.45 Lacs	0.55 Lacs	0.65 Lacs
Year wise Revenue	16 Crore	23 Crore	29 Crore	35 Crore	42 Crore

Revenue projections for **Gujarat circle** in next 5 year are as under:-

Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Subscriber	0.22 Lacs	0.32 Lacs	0.42 Lacs	0.52 Lacs	0.62 Lacs
Year wise Revenue	13 Crore	19 Crore	25 Crore	31 Crore	37 Crore

## **7.0 Proposed Responsibilities and Obligations of Managed Services Providers (MSP)**

Proposed responsibilities of MSP are as under:

### **7.1 Managing ANP/ Facilitators**

MSP will coordinate with the ANPs (LCOs/MSOs/Service Providers) in the allotted circle and be responsible for the following:

- a. Evangelise RailWire, identify & enroll the ANP/Facilitators to sign-up for RailWire for rolling out RailWire Services and also shall facilitate signing of agreement(s) between RailTel and ANPs.
- b. Support and train ANP/Facilitators in promoting and marketing RailWire services to 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, MSP 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 MSP for activation. MSP 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 shall facilitate access network equipment/CPE/Ethernet-over-coaxial cable modems/EPON/GPON/Radio Equipment at competitive rates to Access Network Providers (ANP)/Facilitators. MSP 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. MSP may also coordinate for approval of RailWire Coordination Committee (RCC) as per Clause 12 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. MSP will ensure that it has adequately 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, MSP shall be able to handle operation till further arrangement. The cost of material used for such an emergency by MSP 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 MSP responsibilities. If the MSP 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 MSP.

## **7.2 OSS/BSS/CRM Operations**

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

- a. RailTel will maintain and host all OSS/BSS/CRM related infrastructures at the RailTel Data Centre. MSP will manage the ANP/Facilitators networks, billing and customer support through centrally hosted OSS/BSS/CRM IT solution. The MSP shall have full access to RailTel OSS/BSS/CRM solution required to perform its duties in this regard.
- b. MSP 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. (space wherever)
- c. The functionality details of OSS/BSS/CRM are described in Annexure -E and MSP has to discharge the responsibilities and functions as contained therein.
- d. The MSP will ensure that the access provided to the hosted OSS/BSS/CRM will be always used by authorized personnel of MSP and the MSP should ensure that access is protected from virus, malware and unauthorized use. MSP representative will be authorized by RailTel so that he can be regularly have access to the system.

## **7.3 Reconciliation of Accounts**

MSP has to perform the following responsibilities with respect to payments

- a. Shall advice & educate ANP/Facilitators for payment through Payment Gateway, established by RailTel.
- b. In the unlikely event of inaccessibility of payment gateway, payment through Account Payee Cheque/DDs may be collected in favour of RailTel. Collection from Facilitators /ANP/LCO's shall be deposited into the designated RailTel collection account under intimation to RailTel and the same shall be reconciled with RailTel at the end of the month.

- c. No cash payment shall be allowed for any of the services rendered, security deposit or any other payment.
- d. The MSP records shall undergo a periodic audit by RailTel or any third party engaged by RailTel for above aspects.
- e. The MSP shall ensure the submission of Facilitator/ANP/AGNP Bills to the Regional Finance/SPOC by 7th of each month, failing which RailTel may invoke penalty @1% per day beyond 7th day of month, maximum upto 10% of the monthly due to MSP.
- f. Since RailWire Billing is based on fully automated billing system, MSP shall ensure the correct mapping of AGNPs, Facilitators & Subscribers in billing system. In case, wrong mapping is found out, Railtel may invoke penalty @ 1% per instance, maximum 10% of the monthly due to MSP.
- g. In case of erroneous entry of statutory details eg. 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 or AGNP.
- h. Render necessary assistance to RailTel in reconciling ANP & Subscriber accounts on statutory matters.

#### **7.4 Customer Service Support**

The responsibilities of MSP with respect to customer service support:

- a. RailTel desires to maintain one or multiple (Circle-wise) customer support telephone numbers for customer service in different regions. MSP shall maintain a customer care centre at its own cost, 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 will be hosted at RailTel's datacenter.
- b. Contact Centre Solution is to be set up in the allotted circle within 15 days from date of issue of LOI and shall be manned 24X7.
- c. MSP shall make arrangements for resolving direct queries of the customers logged through Toll Free/e-mail/social media platform etc.
- d. MSP shall arrange operation of customer care centre along with the requisite skilled manpower on 24x7x365 basis for RailWire customers. MSP shall provide Helpdesk support to subscribers through its customer care centre. 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 MSPs to register complaint. MSP should monitor the dockets and ensure that the complaint is resolved at the earliest.
- e. MSP 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, MSP 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 MSP and are subject to change as and when required.

- f. MSP has to maintain minimum expected infrastructure for customer care centre operations. Additionally, MSP shall budget for minimum manpower in accordance with the range of subscribers mentioned below:

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

The minimum manpower to be maintained by MSP for customer care in each shift is as above. However, in order to maintain good customer experience, the MSP 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 MSP fail to deploy the same within agreed timelines.

The manpower deployed by MSP will be interviewed & credentials verified by RailTel SPOC/GM (Mktg). If MSP fails to deploy the minimum expected Infrastructure, RailTel may invoke monthly penalty equivalent to monthly salary of unavailable staff. However, the same may be considered as per the Clause 8-A pt. 2; "Occupancy Rate".

## **7.5 Marketing**

- a. MSP 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 to all MSPs. While interacting with partners & subscribers, MSP may use the RailTel/RailWire Logo 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 MSP to ascertain that the guidelines are being followed.
- b. MSP has to pursue targets fixed by JWG (Joint Working Group) and to deploy necessary resources for branding, marketing and sales of RailWire services.
- c. MSP 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. MSP will keep the RailTel informed of activities undertaken. The printing of Customer Acquisition Form (CAF) will be the responsibility of MSP as per prescribed format given by RailTel.
- d. RailTel will regularly publish success stories of RailWire services that can be used for all the MSPs across the country for competitive positioning. RailTel will provide referrals, articles, ads, marketing report, sales presentation, technology partner intros to MSPs for helping them to build the brand.
- e. MSP shall provide the marketing staff for identification, evangelization and enrollment of new Facilitators. Each Facilitators & AGNP shall be allocated dedicated account manager for coordination on day-to-day issues. Yardstick of 1 Marketing Staff per 25 Facilitators & respective AGNPs shall be maintained by MSP, failing which Railtel may invoke penalty equivalent to salary of unavailable staff and in addition to this MSP should also deploy at least one marketing staff at each district of the entire allotted circle.

- f. MSP shall conduct at least 5 road shows per district per month in the circle of operation.
- g. MSP shall conduct at least 2 ANP meets per quarter by covering the whole circle.
- h. MSP should have an office in the allotted circle and MSP operations for the entire circle are to be managed from that office itself.
- i. MSP should deploy at least one marketing staff at each district of the entire allotted circle for seamless MSP operations and RailWire business growth.
- j. As per the market demand and competition, MSP can roll out the IPTV services in their respective circle/ circles as a VAS for the RailWire subscribers. The headend should be deployed at particular circle for rolling out the IPTV services in that circle. For the IPTV services, RailTel will launch the special tariff plans in respective circle/ circles in consultation with MSP and revenue share will be decided mutually. The IPTV services provided by MSPs will be as per the T&C laid out by Ministry of Information and Broadcasting, any liabilities related to IPTV services will lie on the head of MSPs.

#### **7.6 Compliance to Laws**

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

- a. MSP 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. MSP 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 MSP.
- 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 MSP payment. This would not be compensated against ceiling limit of maximum 10% penalty.
- d. In case of GST default by ANPs/AGNPs under the MSP, then the overall responsibility will lie on MSP. RailTel may recover the defaulted GST amount from the respective MSP from their monthly billing.

#### **7.7 Transition and Hand Over**

After completion of contract or in the event of premature termination when a new MSP is appointed in the circle, it shall be the responsibility of the existing MSP to assist the new MSP 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 MSP has to perform with respect to transitioning and handover:

- a. It shall be the responsibility of the existing MSP to help, support and assist the new MSP selected by the RailTel during the Transitioning Period, subject to a maximum period of 3

months. The existing MSP shall transfer existing knowledge about operations, infrastructure, customers, ANPs and shall share all documents and related records with the new MSP.

- b. If required, the existing MSP 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 MSP during the Transition Period.

## **7.8 Other Responsibilities**

Other responsibilities of MSP shall include:

- a. MSP shall be responsible for paying duties/taxes pertaining to its area of activity. The MSP shall ensure compliance to all labour laws and will be required to give a certificate to this effect with invoice claim.
- b. MSP may enter into independent agreements with financial institutions, on a need basis, to offer loan facilities to ANPs to start and maintain RailWire services. RailTel will not be a party of this agreement.
- c. MSP 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 MSP will be bound to support RailTel and provide all necessary documentation and details.
- d. The MSP will not discriminate between the ANPs and will not show bias or favour a particular ANP. In case a complaint to that effect is received by RailTel, it shall be the responsibility of the MSP to extend full cooperation to the investigation initiated by RailTel. The decision taken by the RailTel in this regard will be final and will be accepted by the MSP.
- e. MSP 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 MSP for a test or interview. RailTel also reserves the right to inspect the mark sheets/score cards, degree or certifications of such employees.
- f. To proliferate the RailWire further, MSP can become AGNP (by signing standard AGNP agreement with RailTel) by laying out the fiber or by creating N/W or by hiring/ leasing from third party for further connecting ANPs and subscribers. This will help in generating additional revenue to the MSPs.
- g. For the RailWire expansion, MSP can also become ANP (by signing standard ANP agreement with RailTel) on case-to-case basis and realise the potential of the areas.
- h. The appointed MSP may not be able to associate with any other ISPs for the similar nature of work as defined under Clause no.-7 of this tender document.

## **8. Service Level Agreement**

The MSP shall ensure compliance to SLAs. These SLAs shall be reviewed & revised on a monthly basis by RCC. 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 MSP	Resolving issues of customer support which can be resolved by the MSP	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
95% = 45- 59 Seconds	3						
95% = 60-90 Seconds	1.5						
95% >90 Seconds	0						
Call Back Time	If call is not answered in 90 seconds and the customer opts for call back, percentage of call backs (out of the unanswered calls made with-in an hour			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
		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. Total man hours required is calculated as the product of man power stipulated in table at Clause 7.4 (f) of this RFP and the total hours in that month.**

**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 MSP	Resolving issues of partner support which can be resolved by the MSP	95% <= 2 Hrs	7	7	
				95% <= 6 Hrs	3		
				95% > 6 Hrs.	0		
				Percentage of tickets to be resolved by MSP and exceeding 12 hrs for closure	1%	7	7
					2%	5	
					4%	2	
					> 4%	0	
2	ANP's support feedback	ANP's Feedback on MSP support based on survey conducted by RailTel or 3rd Party: Very satisfied: 5, Satisfactory: 4, Somewhat satisfied: 3, Not satisfied: 2, Very dissatisfied: 1	Average score > 4 upto 5	10	10		
			Average score > 3 upto 4	6			
			Average score > 2 upto 3	2			
			Average score > 1 upto 2	0			
3	Induction Training Program:	1 week Induction training has been given to newly appointed ANPs.	100%	6	6		
			< 95% < 100%	3			
			<=95%	0			

**C. Marketing Metrics**

S. No.	Area/Metric	Description	Achievement	Marks	Max Score
1	Partner Acquisition Targets	Percentage of targets achieved*	90-100%	20	20
			80 - 89%	16	
			70-79%	12	
			60-69%	8	
			< 60%	0	
2	Customer Acquisition Targets	Percentage of targets achieved*	80-100%	10	10
			60 - 79%	8	
			40-59%	6	
			20- 39%	4	

			5-19%	2	
			<5%	0	

\* Partner targets will be decided at the start of the month by JWG as per Clause 12 of this RFP.

**D.** Target for increase in number of subscribers will be fixed at the start of month and non-achieving of the same will result proportionate reduction in bill for that period. For example, if present subscribers are 10,000 and target is 2,000 subscriber acquisition in a month and MSP reaches at 11,800 subscribers in a month i.e. shortfall of 200 subscribers, then MSP will only get payment of 98.33% (11,800/12,000) of total invoice value for that particular month. The targets shall be fixed by regions/ territory team for each MSP in consultation with RailWire CO team.

### **E. General Terms**

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

## **9. Termination of Agreement**

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

- (a) In case of existing circle of RailWire service, if new MSP is empaneled for that circle, then MSP will be given 3 months of stabilization period from the date of issue of LOI (Letter of Intent) and performance will be measured from 4<sup>th</sup> month
- (b) In case of existing circle for RailWire service, if existing MSP (the MSP who was already working as a MSP for that circle in earlier contract) is empaneled for that circle, then MSP 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 MSP by RailTel Regional office.

- c. If the score still does not improve above 60%, even in the 4<sup>th</sup> 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 MSP's control.
- d. Non-compliance of any of the clauses mentioned in this RFP document, RailTel reserves the right to terminate the MSP agreement by giving one-month notice.

RailTel's decision shall be final in this regard.

### 10. Division of Regions/Circles with Multiple MSPs

RailTel reserves the right to divide a region/circle and award the divided region/circle to another MSP if RailTel is convinced that:

- a. The MSP is active in only certain parts of the region/circle and is not pursuing in other parts of the region/circle.
- b. The region/circle is too big for a single MSP to handle.
- c. RailTel may also consider division of a region or a circle, if the MSP doesn't meet the SLA requirements continuously for three months.

RailTel's decision shall be final in this regard.

### 11. Revenue Share

- i. **Fixed MSP Service Revenue Share:** 10% of AGR
- ii. **Performance Incentive:** 2% of AGR

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

S.N.	Incentive Type	Eligibility Criteria	Incentive Structure
1	<b>Performance Incentive</b>	Applicable for all the RailWire circles and MSPs	<p>Incentive will be 1% or 2% as per following parameters:</p> <p><b>1) Net Increase in no. of Subscribers</b>  <b>2) Net Increase in Total Revenue</b></p> <p><b>A) If the Monthly SLA Score is 60 and above and less than 75, then:</b>  <b>a) 0.25 % of Net Increase in no. of Subscribers for that month x APRU, and</b>  <b>b) 0.75% of Net Increase in Revenue for that month for that particular MSP</b></p> <p><b>B) If the Monthly SLA Score is 75 and above, then:</b>  <b>a) 0.50 % of Net Increase in no. of Subscribers for that month x APRU, and</b>  <b>b) 1.50% of Net Increase in Revenue for that month for that particular MSP</b></p>

		<p><b>Note-1:</b> In case, MSP achieves a monthly score of 60 or above 60 but there is negative growth of subscribers and/or revenue, then MSP will only be eligible for the percentage incentive of the positive growth parameter.</p> <p><b>Note-2:</b> 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><b>Illustration:</b></p> <p><b>1.</b> 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 MSP is eligible for incentive equal to <math>(0.25\% \times 500 \times 800) + (0.75\% \times 1 \text{ Lakh})</math></p> <p><b>2.</b> If in the above case, there net monthly reduction of customers then MSP will be eligible for incentive equal to <math>0.75\% \times 1 \text{ Lakh}</math>.</p> <p><b>3.</b> If in the above case, there is negative monthly growth in the no. of subscribers and revenue, the MSP will not be eligible for incentive.</p>
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- iii. Aggregated Revenue (AGR) shall be arrived at as per the calculations explained in below table:

Calculation Steps	AGR Calculation Logic	Amount
Step-1	Deduct GST from Gross Revenue	18.00% Equivalent OR As applicable
Step-2	Deduct DoT License Fee (8%) from Balance from Step-1	8% for DoT share as applicable from time to time
AGR = Summation of balance amount from Step-2		

- iv. To steer the growth of RailWire subscribers, it is planned to incentivise migration of bulk customers which is under discussion with potential partners. In such cases the revenue share arrangements for the bulk customers will be lesser as all the stakeholders will have to absorb the extra share which need to be passed on to partners. Comparing to organic increase in customers, the bulk migration of customers will prepone the additional revenue in spite of reduced revenue share.

## 12. Joint Working Group (JWG) & RailWire Coordination Committee (RCC)

RailTel shall constitute a Joint Working Group at each RailTel's Territory which will be headed by Territory Manager (TM) and include representatives of RailTel and one representative from

the MSP. 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 MSPs. JWG will set monthly, quarterly and yearly targets to MSP.

RailWire Coordination Committee (RCC) shall be constituted at RailTel Corporate 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.

### **13. RailTel's Responsibilities and obligations**

#### **13.1 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 MSPs to view the Network of RailTel and ANPs of respective circles.
- f. RailTel shall give access to portal to MSPs 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.

#### **13.2 Accounting, Reconciliations and Settlement**

- a. RailTel shall be responsible for accounting related to RailWire Business.
- b. RailTel shall make revenue share settlement of MSP by the 7<sup>th</sup> day of each following calendar month.
- c. In case of offline transactions handled by MSP, necessary reconciliation will be carried by RailTel on Monthly basis.

### **13.3 Marketing**

- a. RailTel may take up all necessary marketing & branding activities to establish & position “RailWire” as a brand in support and coordination with MSPs as per Clause 7.5
- b. RailTel may float promotional schemes for the benefit of customers from time to time.

### **13.4 Customer Feedback**

RailTel may at its discretion take feedback from customers about MSP’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.

### **13.5 Other Responsibilities**

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

### **13.6 Payments and other obligations**

- a. Entire revenue collection from RailWire operations shall be credited in the RailTel collection accounts (opened separately for RailWire).
- 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.

## **14. Roles and Responsibilities of Facilitators/ Access Network Providers/ Local Cable Operators**

- a. ANP/Facilitators will build and maintain the access network from RailWire Pop to customer premises using EOC, Metro Ethernet, GPON/EPON or Wi-Fi as per the design guidelines of RailTel with the support of Managed Service Providers (MSP). ANP shall maintain sufficient spares & ensure warranty conditions in place to maintain committed network uptimes.
- b. Arrange permission from respective association representatives or building owners to carry out the cabling task in the campus as well as inside the building during initial setup or during operations & maintenance.
- c. ANP/ Facilitators will ensure that approved devices are used and the wiring is done in as per standards in a robust manner. ANP/ Facilitators will make arrangement for Uninterrupted Power Supply for common network elements so as to ensure high availability for end subscribers.

- d. Set up in-building wired /wireless infrastructure as per business requirement which includes but not limited to Racks, UPS for minimum 6 to 8 hours, Gigabit fiber POE switches (8/12/24 ports), floor switches, Wi-Fi Access Points, CAT5 Cables, RJ45 Rosette boxes, patch cable etc. for customer use, as per network design approved by RailTel.
- e. Maintain customer and network support technicians to respond to trouble ticket raised by RailWire Help Desk.

## **15. Other General Terms and conditions**

### **15.1 Response to RFP**

The response to RFP should be submitted at 15:00 hours on 04.09.2024 as a “ONLINE” mode through e-Tender portal <https://railtel.enivida.com>, which will be opened on 04.09.2024 at 15:30 hours in front of representatives of bidders. The instruction for Online Bid Submission is mentioned in Annexure- F of this RFP document.

### **15.2 Period of Bid Validity**

180 days (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 need to submit undertaking on letter head.

### **15.3 Submission of Bids**

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>.

### **15.4 Tender Bidding Methodology**

Online Bid System - ‘Single Stage’: In this, bidder has to submit single online bid (Technical) through “ONLINE” mode.

#### **e-Nivida Helpdesk**

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

### **15.5 Bid related Information for this Tender (Online)**

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

- a) e-Receipt of cost of RFP document and EMD payable online at <https://railtel.enivida.com>
- b) Copy of RFP Documents along with corrigendum and pre-bid queries

- c) Certificate of Registration and Certificate of Commencement of Business issued by the Registrar of Companies
- d) Self-Declaration/ certificate for not possessing UASL/ISP/VNO license for that particular circle or circles for which bidder is participating.
- e) Documentary evidence of experience in the domain mentioned vide Clause no. 2.1.3
- f) CA certificate (2021-22, 2022-23, 2023-24)
- g) Documentary evidence of having office in the applied circle like Rent Agreement/ Telephone bill/ Electricity bill/ water bill/ house tax or any other verifiable reference.
- h) In case of Consortium bid:
  - (i) Certificate of Registration and Certificate of Commencement of Business issued by the Registrar of Companies of each of the consortium partners.
  - (ii) Self-Declaration/ certificate for not possessing UASL/ISP/MSO license of Government of India of each of the consortium partners.
  - (iii) Documentary evidence of experience of Lead bidder in the domain mentioned vide Clause no. 2.1.3
  - (iv) CA certificate (2021-22, 2022-23, 2023-24) of all consortium partners
- i) Annexure-A, B, C, D, I and J
- j) Bid validity undertaking on bidder's letter head.

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

#### **15.6 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 RFP document.

- a. 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. In case of Consortium, Power of Attorney in favour of Authorized signatory of the Lead bidder shall be submitted.
- b. In case of Consortium bid, the bidder should submit Affidavit (as per Form-1) and Consortium agreement (as per Form-2)

**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 promptly re-schedule the affected event(s).

### 15.7 Clarification on RFP Document

If there is any ambiguity or doubt as to the meaning of any of the RFP 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):

<b>BIDDER'S REQUEST FOR CLARIFICATION</b>			
<b>Name and Address of the Organization submitting request</b>		<b>Name and Position of Person submitting request</b>	<b>Contact Details of the Organization / Authorized Representative</b>
			<b>Tel:</b>
			<b>Fax:</b>
			<b>Email:</b>
<b>S. No</b>	<b>RFP Reference(s) (Section, Page)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of clarification required</b>
1			
2			

### 15.8 Earnest Money Deposit (EMD) and Cost of RFP document

Bidder need to submit the EMD amount of Rs. 2,00,000/- (Rs. Two Lacs) payable online at <https://railtel.enivida.com>.

Cost of RFP document of Rs. 10,000/- (Rs. Ten Thousand only) payable online at <https://railtel.enivida.com>.

Exemption from Cost of RFP Document and EMD:

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

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

- a) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- b) The MSEs must also indicate the terminal validity date of their registration.
- c) Failing (a) and (b) above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

- d) The EMD exemption for Micro and Small Enterprises (MSEs) and NSIC (National Small Industries Corporation) shall not apply to in case the bidder is bidding via consortium.

The bidder needs to be registered with MSME/NSIC for services envisaged in the tender.

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

### **15.9 Late Bids**

Any Online and/ or Offline bid received by RailTel after the submission deadline (date and time) will be rejected and/or returned unopened to the bidder, if so desired.

### **15.10 Signing of Contract**

The successful bidder shall submit the acceptance of Letter of Intent (LOI) within 7 days of issuance of LOI and bidder need to submit the PBG as per clause 15.11 with in 15 days from the date of acceptance of LOI.

Bidder has to sign comprehensive managed service agreement with RailTel within 15 days of submission of PBG to RailTel. Duration of agreement will be 7 (seven) years from the date of issue of Letter of Intent (LOI) and can be extended by further 3 years on mutual agreement.

### **15.11 Performance Bank Guarantee (PBG)**

The value of PBG of this RFP is **Rs. 21 Lakh for West Bengal circle and Rs. 19 Lakh for Gujarat circle**. The PBG may be submitted in form of NEFT/RTGS/PBG. The details of the bank account will be shared through LOI issued to empaneled MSP. The PBG may be submitted from any Scheduled Banks in given format at Annexure-H.

This amount may be discharged by RailTel upon being satisfied that there has been due performance of the obligations of the successful bidder under the agreement. Failure of the successful bidder to comply with the requirement as per the RFP terms and conditions shall constitute sufficient grounds for the annulment of the award and forfeiture of the PBG, in such event said work of MSP may be awarded by RailTel to other MSP based on their performance and subject to their compliance of eligibility criteria for the particular state/circle or may call for new bids.

In case performance of bidder is satisfactory & still does not want to continue as MSP due to their internal challenges & submits request to surrender the MSP operations in the allocated circle then in this case the PBG will be returned to the bidders after getting clearance from regional team about no pending dues. The minimum lock in period for MSP engagement is one year from the date of issue of LOI and after completion on one year, bidder can submit the surrender request.

In case of termination as per the clause 9, one year lock in period is not applicable.

If the bidder is terminated due to non-performance than Performance Bank Guarantee of the bidder shall be forfeited.

### **15.12 Schedule for Invitation of RFP**

**a) Addressee and Address for pre-bid meeting, submission of RFP offline responses and bid opening:**

GGM/Marketing/CO  
RailTel Corporation of India Ltd  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2  
East Kidwai Nagar, New Delhi-110023  
Phone no. 011-22900600  
Email: vivek.porwal@railtelindia.com

**b) Details of the contact person for any clarification:**

Rajat Singh (AGM/RailWire)  
RailTel Corporation of India Ltd  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2  
East Kidwai Nagar, New Delhi-110023  
Phone no. 011-22900600  
Email: rajat.singh@railtelindia.com

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

### **15.13 Updation of Labour data on Railway's Shramikkalyan Portal**

A. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

- (a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Intent (LOI)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LOI for approval of concerned engineer. Engineer shall update (if required)

and approve the details of LOI filled by contractor within 7 days of receipt of such request.

- (d) After approval of LOI by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period

B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee /Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_\_ Month, \_\_\_\_\_ Year."

#### **15.14 Bidders sharing a land border with India**

Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per Annexure-VI shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

ANP/ LCO/ Facilitator is defining the same entity and used interchangeably in this RFP.

#### **Disclaimer**

Subject to any law to the contrary and to the maximum extent permitted by law, RailTel and its officers, employees, contractors, agents and advisers disclaim all liability from any loss or damage ( whether foreseeable or not ) suffered by any person acting on or refraining from acting because of any information including forecasts, Circlements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of RailTel or any of its officers, employees, contractors, agents, or advisers.

If any document/ credential will be found wrong/ forge during the evaluation, then the bidder will be disqualified.

**Note:** The term "RFP" and "Tender" are used interchangeably.

**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") request for proposal ("RFP") 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 RFP 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 Request for Proposal (RFP) 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 New Delhi on this \_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 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 " ( 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

**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 RFP 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

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

<b>S. No.</b>	<b>Particulars</b>	<b>Description</b>		
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			
6	Applied Circle and Region			
8	Office Address in applied Circle (supporting document to be submitted)			
9	Financial Details	2021-2022	2022-2023	2023-2024
	Turn Over (in Crs)			
	Net Profit (in Crs)			

Signature &amp; Seal of Company

## Annexure – C

**Eligibility Criteria Compliance**

S/No	Eligibility Criterion	Supporting Document to be submitted	Compliance (Yes/No)	Details of Proof Attached
1	<p>The Bidder Company should be an Indian registered company or a subsidiary of a Global company, incorporated under the Indian Companies Act 1956/2013.</p> <p><b>For Startup Entities:</b></p> <p>The Startup Entity should be registered under “Startup India” or “DIPP”</p>	<p>The attested copies of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted.</p> <p><b>For Startup Entities:</b></p> <p>Bidder need to submit the following documents:</p> <p>(i) Valid Startup India Certificate; and/or</p> <p>(ii) Valid Registration certificate as defined under notification of DIPP GSR 501 (E) dated 23 May, 2017</p>		
2	<p>The bidder or their promoters having equity stake or operating partnership, should not be holding valid UASL License /ISP License/VNO License for that particular circle or circles for which bidder is participating.</p>	<p>The attested copies of Self declaration/ Certificate for not having UASL License /ISP License/ VNO License for that particular circle or circles for which bidder is participating.</p>		
3	<p>Bidder Company should be working for minimum last three years at the time of submitting proposal in any of following related business domain</p> <p>•Channel Partner/Franchisee of any telecom operator/ISP for marketing of Broadband</p>	<p>Bidder must submit the documentary evidence for its experience in the mentioned domains.</p>		

	<p>Services.</p> <ul style="list-style-type: none"> <li>•Managing End Broadband Customers through own/ shared infrastructure/ last mile access like fiber to the building (FTTB), Fiber to the Home (FTTH) or similar technology.</li> <li>•Managing any Telecom Service Operations of Telecom Service Provider/MSO.</li> <li>•Network Service Management which includes Consulting, Marketing &amp; Sales, Business Model Operation, Service Rollout, end partner management, Customer Relationship Management etc.</li> <li>•Managed Support Services for Internet Broadband Services.</li> <li>•Managed Service Partner for Telecom customer support center, back office management, billing, collection etc.</li> </ul>			
4	The Bidder Company should have cumulative total turnover of Rs 20 Crores during last three financial years.	Bidders must submit CA certificate for the last 3 financial years (2021-22, 2022-23 and 2023-24).		
5	The Bidder should have an office in applied Circle.	Bidder must submit documentary evidence of having office in the applied circle like Rent Agreement/ Telephone bill/ Electricity bill/ water bill/ house tax or any other verifiable reference.		
6	In case of consortium bid:- (a)Total turnover of consortium may be considered for minimum 20 Crores in last three	Bidders must enclose CA certificate for FY 2021-22, 2022-23 and 2023-24 along with all the documents corresponding to clause no. 2.1.1,2.1.2 & 2.1.3		

	<p>consecutive years for each circle and Rs 5 Crore for NE Circle.</p> <p>(b) Clause no 2.1.1 and 2.1.2 must be met by all consortia partners.</p> <p>(c) One bidder can apply for maximum three circles either as a single bidder or as a consortium partner.</p> <p>(d) Lead bidder must comply eligibility criterion mentioned in clause 2.1.3.</p>			
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Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorised Signatory

Name of Signatory:

Designation:

Seal of Company

**Annexure-D****Check List Compliance**

Sr. No	Documents	Submitted in Bid (Yes/No)
1	Cost of RFP document as specified in this document	
2	A letter on bidder's letterhead mentioning the following:  a) Certifying that the period of the validity of the bids is six months 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	Certificate on Letterhead as per Annexure I	
9	RFP Cover Letter on Bidder's letter head as per Annexure J	

Signature &amp; Seal of Company

**Supporting Document for Eligibility Criteria for Bidder**

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****OSS**

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 MSP and the MSP will be guided to resolve the issue. Archives of session details etc as required by the ISP policy will be maintained by MSP.

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**

RailTel 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 MSP 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 MSP
- 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 MSP and further credit added in ANP's account.
- e) Content delivered during the month.

Appropriate CRM software will be deployed by RailTel 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.

**Annexure- F****Instructions for Online Bid Submission****Following are the instruction for online bid submission as per the term and conditions:**

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

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

<https://railtel.enivida.com>

**1. Registration**

1. Bidders are required enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) with clicking on the link “Online bidder Registration” on the e-tender Portal by paying the Registration fee of Rs.2360/- Per vendor/per year (including Taxes)
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 bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>
8. After completion of registration payment, you need to sends your acknowledgement copy on our help desk mail id [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) for activation of your account

**2. Searching for Tender Documents**

1. There are various search options built in the RailTel Corporation of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested, they can pay the processing fee Rs 2500/- + 18% GST (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be

moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

### **3. Preparation of Bids**

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

### **4. Submission of Bids**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as "Online Payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount online, the uploaded bid will be summarily rejected.
5. 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.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
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.

#### **5. Assistance to Bidders**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

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

1. Helpdesk landline No: 011-49606060
2. Mr. Amrendra (8448288980)
3. Mr. Birendra Kumar (8448288988)

**Annexure-G**

**Undertaking from the Holding Company**

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

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

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

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

**SIGNATURE OF THE AUTHORISED SIGNATORY**

**SEAL OF THE HOLDING COMPANY**

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

# The documentary proof for authorizing the signatory on behalf of the holding company in the form of Tender Specific Board Resolution of the company and power of attorney.

**Annexure- H**

**Performa for Performance Bank Guarantee**

**PERFORMANCE BANK GURANTEE BOND**

(On Stamp Paper of Rs. One Hundred) (To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 (Herein 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 fulfillment 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.

1. We, ..... Bank do hereby undertake to pay the amounts 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. ....

2. 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.

3. 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 .....

4. 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 affect 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).

(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.....2021 for.....(Name of Bank)

Witness

1. Signature

Name:

2. Signature

Name:

**Annexure- I**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - 3.A.0 An entity incorporated, established or registered in such a country; or
  - 3.A.0 A subsidiary of an entity incorporated, established or registered in such a country; or
  - 3.A.0 An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - 3.A.0 An entity whose beneficial owner is situated in such a country; or
  - 3.A.0 An Indian (or other) agent of such an entity; or
  - 3.A.0 A natural person who is a citizen of such a country; or
  - 3.A.0 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control

- the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Certificate to be given by the Tenderer:**

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

**Certificate to be given by Tenderer for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**Annexure- J****RFP COVER LETTER – BID FORM**

Ref:

Date:

**(On Company Letter Head)**

To,

Group General Manager/Marketing/ CO

RailTel Corporation of India Limited,

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

East Kidwai Nagar, New Delhi-110023

**Ref: RFP NO. RailTel/RFP/OT/CO/Mktg/2023-24/RailWire/MSP/ 002**

Dear Sir,

1. I/We, the undersigned, having carefully examined the referred RFP offer to participate in the same, in full conformity with the said tender 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 180 days from the date fixed for submission of Proposals as stipulated in the tender 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 Empanelment of Managed Service Provider (MSP) for RailWire, 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 tender cost for Rs 10,000/- (Rupees Ten Thousand Only) that has been enclosed with this letter.

5. I/We have enclosed online payment receipt towards EMD for Rs 2,00,000/- (Rupees Two Lacs Only) that has 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 tender documents.

Signature.

Name

Designation

**(END OF RFP DOCUMENT)**

रेलटेल  
RAILTEL