

RAILTEL CORPORATION OF INDIA LIMITED

ELECTRONIC TENDER DOCUMENT

FOR DELIVERY OF SMS ALERTS SERVICES (PUSH, PULL)

No. RailTel/Tender/OT/CO/EB/2018-19/RailWire/SMS Pack/462 dated 14/12/2018

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by RAILTEL Corporation Of India Ltd. (RAILTEL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The TENDER is not an offer by RAILTEL, but an invitation for service provider's responses. No contractual obligation on behalf of RAILTEL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of RAILTEL and the Bidder.

No. RailTel/Tender/OT/CO/EB/2018-19/RailWire/SMS Pack/462 dated 14/12/2018

RailTel Corporation of India Ltd. (RailTel) invites E- Bids (reverse auction), to procure SMS Solutions and Services on for Outgoing/Incoming SMS using secure authentication system from the various platforms/ systems in the RAILTEL, as per the technical/ functional specification given in the TENDER The details are as under:

a)	E-Tender down loading.	27/02/2019
b)	Last date & Time of downloading	26/03/2019 upto 1430 hrs. (Online)
c)	Last date & Time for submission of queries for any clarification	11/03/2019 upto 1500 hrs.
d)	Last date & Time for Submission of e-Bids	26/03/2019 upto 1500 hrs (Online)
e)	Opening of e-Bids.	26/03/2019 at 1530 hrs. (Online)
f)	Earnest Money (EMD)#	1,60,000*
g)	Cost of Tender Document	Rs.5900/- (Including taxes)*
	* These will be payable by Bank Draft in favour of RailTel Corporation of India Limited, New Delhi.	

Small scale Units registered with NSIC under single point registration scheme are exempted from cost of Tender Documents and EMD.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://www.tcil-india-electronictender.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e- portal. All future Information viz. corrigendum /addendum/ amendments etc for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The cost of Tender Document Rs. 5,900/- shall, have to be deposited in the form of demand Draft payable at New Delhi at RailTel Office, Plot -143, Sec 44, Gurgaon, for more details see Chapter 1, item 6.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

Executive Director/EB

OFFER LETTER

To,

**Executive Director/DNM
RailTel Corporation of India Ltd.,
143, Institutional Area,
Sector-44, Gurgaon-122003**

Sub: Offer for delivery of SMS alerts services (Push,Pull)

Ref: E-Tender No. RailTel/Tender/OT/CO/EB/2018-19/RailWire/SMS Pack/462 dated 14/12/2018

It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 45 days from the date of opening of the bid.

3) Demand draft No. _____ dated _____ for Rs. 1,60,000/- in favor of RailTel Corporation of India Ltd, payable at New Delhi is enclosed towards EMD.

(Signature and seal of the bidder)

Date: -

Undertaking (on bidder's letter head)

To,

**The Executive Director (SB)
RAILTEL Corporation Of India Ltd.
Plot no.143, Institutional Area,
Sector-44, Gurgaon-122003**

Sir,

Reg.: Our Bid for Delivery of SMS Solutions & Services

We submit our Bid Document herewith.

We understand that,

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the RAILTEL to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.
- Vendor means the bidder who is decided and declared so after examination of commercial bids.
- The names of successful bidder/s to whom the contract is finally awarded after the completion of second stage (Commercial Bid), shall be informed by post / E-mail to successful bidder.

Date: _____

Place:

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Chapter-1

E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Chapter- 3 of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender.

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://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

1.Tender Bidding Methodology:

Sealed Bid System - 'Single Stage – Double Envelope': In this, bidder has to submit both Technical and Financial bid in separate envelope "ONLINE."

2. Broad outline of activities from Bidders Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS (Important)
6. Clarification to Tender Document on ETS
 - Query to RailTel (Optional)
 - View response to queries posted by RailTel, as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS.
9. View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel's Post-TOE queries

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To make use of the ElectronicTender®portal ([https:// www.tcil-india- electronictender.com](https://www.tcil-india-electronictender.com)), vendor needs to register on the portal(if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal (<https://www.tcil-india-electronictender.com>), and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk

Contact Person Telephone/ Mobile

Helpdesk Executives 91-11-26241790 (Multiple lines)

E-mail ID : ets_support@tcil-india.com

(Mobile Nos for Emergency only) : 9868393775, 9868393717, 9868393792

RailTel Contact-1 (for general Information)

RailTel’s Contact Person /Design.

1. Aanchal I Raaj , Sr.Manager/ NTP

Telephone 1242714000 ext. 2217

E-mail ID aanchal@railtelindia.com

RailTel Contact-II (for general Information)

RailTel’s Contact officer

K. Manohar Raja, ED/Mkt

Telephone/ Mobile: 9717648707

E-mail ID: kmr@railtelindia.com

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Single Envelope (including Technical +Financial part)
The electronic envelope consists of Main bid and Electronic Form (both mandatory) and Bid Annexures (Optional).
4. Online response to General Terms & Conditions (GTC) and Special Terms & Conditions (STC)
5. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that after following above, the status of bid submission must become “Complete” indicating successful submission of the online bid.

6. Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Institutional Area Plot 143, Sector 44, Gurgaon. before due date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

- a) **EMD-Bid Security** in Original, in favour of Railtel Corporation of India, Payable at New Delhi. (with Tender No., Name of Firm & Mob. No. written on back side of DD)
- b) **DD/ Bankers cheque** in original against payment of tender fee in favour of Railtel Corporation of India, Payable at New Delhi.. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)
- c) **Power of attorney** to be submitted in accordance with Clause – 5.4.6(c) of Chapter 2.

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.

7. Submission of Eligibility Criteria related documents

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE. Copy of these documents shall also be submitted in RailTel Office before Tender opening date. Bids without these off line submissions will be summarily rejected.

8. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider',

provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

(Mandatory Additional Methods of passphrase submission):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

9. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organizations) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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 e-procurement/ e-auction 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).

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Center' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

11. The following KEY INSTRUCTIONS for BIDDERS' must be assiduously Adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.

3. While registering your organization on ETS Portal of TCIL, pl. make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
4. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
5. Bidder should ensure that official copy of tender document has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the bidder to participate in the tendering process.
6. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

12. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate (s) for users.

13. Vendors Training Program

One day training (10:00 to 17:00) on how to use the ETS Portal for e-Tendering would be provided. Training is optional. However, if a vendor has not already attended ETS Vendor Training earlier, it is highly recommended that the vendor attends this training positively to be able to submit the e-Tender smoothly without any problem.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training.

Tentative Dates

Date of uploading of Tender document + 7 days

Venue :

RailTel Corporation of India Limited,
Plot No. 143, Sector-44,
Opp. Gold Souk Mall,
Gurgaon -122003.

Vendors Training Charges: Rs. 5000/- (Per Participant) per training day (plus Service Tax as applicable).

Mode of Payment of Fees: DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi.

14. Some Bidding related Information for this Tender (e-ReverseAuction)

Note: Training for bidder will be arrange on 12/03/2019 for understanding the procedure of e-tendering, Reverse Auction etc. Interested candidate may send their nomination up to 07/03/2019.

e-Reverse Auction would be conducted after short-listing of qualified bidders.

The following would be the parameters for e-Reverse Auction:

Sl.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Clause-4 of Chapter-3
2.	Duration of Reverse-Auction Bidding Event	1 Hr.
3.	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse- Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	Within last 10 minutes
3.2	Automatic extension Time-Duration	10 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Criteria of Bid-Acceptance	Please refer Clause-4 of Chapter-3
5.	Entity – Start-Price	Please refer Clause-4 of Chapter-3
6.	Minimum Bid-Decrement	0.05 % of item-1 of SoR or its multiple

Outline of Activities by the Bidders during e-Reverse Auction Event

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india.electrionictender.com>, and go to the **User-Guidance Center**.

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SIX KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III or above well in advance of your first tender submission deadline on ETS. **(DSC is required for registration as a bidder at the portal).**
2. Register your organization on ETS well in advance of the important deadlines for your e-Reverse Auction on ETS 'Date and Time of start of e-Reverse Auction. Please note that even after acceptance of your registration by the Service Provider, to respond to an e-Reverse Auction you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first e-Reverse Auction on ETS.

Additional DO'S AND DON'TS FOR BIDDERS participating in e-Reverse Auction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an **MA**.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay the **Bid Processing Fee** well in advance of the start of e-Reverse Auction bidding.

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System ® (ETS)
3. Create **Marketing Authorities (MAs)**, Users. It is mandatory to create at least one MA.
4. To view Reverse-Auction Notice on ETS, kindly follow the underlying sequence:
 - **e-Secure Auction Activities -> Respond to e-Reverse Auction-> List of e-Reverse Auction.**
5. To assign your relevant e-Reverse Auction to an MA, kindly follow the underlying sequence
 - **e-Secure Auction Activities -> Respond to e-Reverse Auction-> List of e-Reverse Auction-> Details-> Assign RASC to MA.**
- 6.. Then proceed to Reverse Auction Overview page :
 - **e-Secure Auction Activities -> Respond to e-Reverse Auction-> e-Reverse Auction Overview**
7. On e-Reverse Auction Overview Page, go to Reverse-Auction Administration section and perform the **Reverse-Auction Activities Authorization** and **Reverse Auction Bidding Event Authorization**.
8. Log into the **Reverse-Auction Room**.

Chapter-2

SPECIAL TENDER CONDITIONS

INTRODUCTION

‘RailWire’ is a retail broadband initiative of RAILTEL for extending broadband and application services to the public including remote areas (in association with Access Network Partners by utilizing their last mile).

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

RAILTEL aims to enhance customers experience to its valuable customers. In order to do so it required SMS solution to support its customers for various services.

1. ELIGIBILITY CRITERIA

This invitation of bid is open to reputed companies who have proven experience in the field of Bulk SMS Service and who fulfill the eligibility criteria as laid down in this document.

The eligibility criteria for the bidder are as under –

S. No.	Eligibility Criteria	Supporting Documents to be submitted
1	The bidder should be registered as a company In India as per Company Act 1956/2013	The attested copies of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted.
2	The bidder should have registered a minimum turnover of Rs.5 Crore or more for each year during the financial years 2015-16, 2016-17 and 2017-18.	The Audited Balance Sheet and Profit & Loss Statement for financial years 2015-16, 2016-17 and 2017-18. are to be submitted as documentary evidence.
3	The bidding company should have experience in providing SMS gateway services for the last three years	A copy of the proof should be Submitted in this regard.
4	The Bidder should have executed bulk SMS solutions /projects of value of Rs. 10 lakhs per annum, in any telecom providers / DTH providers. The solution offered should be currently running successfully in at least two organizations.	Bidder has to submit copy of latest Purchase orders.
5	Bidder should have direct tie up / arrangements with minimum two telecom service providers/operators for	Copies of Agreements/Certification with the telecom operators with which it has direct connectivity. Undertaking to be provided

	within India services and minimum one for international operation	by bidder to renew agreement up to the validity of RAILTEL's rate contract.
6	The Bidder should have DR capability to send alerts from at least two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.	Full Address Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.
7	Bidder should have a capability to handle at least 30 lacs Real Time SMS alerts per day.	Bidder to submit latest (previous Month's) invoice paid by respective clients. Invoices raised should clearly mention the volume of Real Time SMS Alerts for establishing capability to handle at least 30 lacs Real Time SMS alerts per day for transactions
8	The Bidder should be able to allocate a minimum throughput 500 SMS/sec to RAILTEL.	1. Certificates to this effect from the Telecom operator(s) should be submitted with whom bidder has the tie up to deliver SMS Alerts. 2. Undertaking to be provided for at least minimum throughput of 500 SMS/sec to RAILTEL for delivery of SMS.
9	Bidder should not have been black listed at any time by the Government / Government agency / Public Sector Enterprise/ Telecom Operators or any other organization.	Undertaking on the stamp paper, to this effect to be Submitted.
10	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.	Certified copy of registration as registered telemarketer as per TRAI guidelines
11	Delivery of SMS alerts should be ensured to all National/International locations without any exception.	Undertaking to this effect to be Submitted.
12	The bidder should have a Support/representative office in Delhi/NCR, Bangalore & Hyderabad to provide onsite support immediately on call.	Bidder has to submit Address and contact details of at each location.
13.	No consortium is allowed and Bidder should not be ISP.	Undertaking to this effect to be Submitted.
14	At lease one similar single work for a minimum value of 35% of advertised Tender value of work.	The contractor should submit the supply confirmation certificate from the user.
15	The sum total of the turnover (contract amount) during the last preceding three financial years (i.e. current year and three previous financial year) up to the date of	The bidder should submit the audited Financial statement for the FY 2015-16, 2016-17 and 2017-18 duly certified by Chartered Accountant (CA).

	opening of tender should be a minimum of 150% of advertised tender value of work.	
16	Bidder should have positive net worth.	CA Certificate to be submitted

2. SCOPE OF WORK

To procure SMS Solutions and Services, RAILTEL invites service providers to offer their solution for Outgoing/Incoming SMS using secure authentication system incorporating the following features, from the various platforms/ systems in the RAILTEL, as per the technical/ functional specification given in the TENDER which includes inter alia the following:

- i. The Bulk SMS Services should cover the facility like Push Service and Pull SMS Using Long code / Short code / VMN.
- ii. The Push SMSes will be in following categories:

SMS Category	Description	Delivery time
Priority 1	Higher Priority alerts	Within 40 seconds
Priority 2	Transactional/Batch SMSes in real time	Within 5 min
Priority 3	Promotional SMSes	Within 2 hrs

- iii. Final Selected L-1 bidder has to provide easy to remember codes (long code/short code/virtual mobile number codes) for the use of RAILTEL, which can be used for providing PULL SMS services to its customer both in India and Abroad, without any extra cost to the RAILTEL.
- iv. The bidder should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and abroad without any exception.
- v. The bidder shall be responsible for delivery of real time SMS alerts on 24*7*365 basis as per the requirement of RAILTEL as mentioned under para number ii above.
- vi. The bidder shall be responsible for providing 24*7*365 days after-sales support/service for the complaints relating to the Bulk SMS Services.
- vii. The solution offered should provide Push and Pull based SMS alert services to the RAILTEL. For providing these services the offered solution should be seamlessly integrated with RailWire, Wi-Fi & RailWire customer's support. The integration cost, wherever applicable, will be borne by the bidder.
- viii. The number of SMS / Volume of SMS ordered by RAILTEL to successful bidder may vary

from time to time over the period of contract

The scope of the services is to be provided for the period of minimum 3 years from the date of awarding purchase order or offer letter to successful bidder. RAILTEL can also increase or decrease the scope of services during the period of contract with a notice of 30 days.

3. TECHNICAL SPECIFICATIONS

S.No.	Description
1.	The solution offered should provide Push and Pull based SMS Services to the RAILTEL. For providing these services the offered solution should integrate with existing platforms deployed at RAILTEL. The integration cost, wherever applicable, will be borne by the bidder.
2.	<p>The solution offered should integrate with applications at DC and DR site of the RAILTEL, including test setup.</p> <p>Site Addresses: RAILTEL Data Centre: B-Block, Rail Nilayam, Secunderabad-500071 RAILTEL DR Site: Plot No. 143, Institutional Area, Sector 44, Gurgaon ,Haryana-122003</p>
3.	RAILTEL is using CRM, Cloud based IVRS and other applications providing Pull SMS service for receiving requests from its customers. The SMS solution should permit them to pull status of his/her service request by sending SMS in pre specified formats (SMS Codes such as BAL, USAGE, VALID etc.).
4.	<p>For enabling PULL SMS facility, bidder will be required to provide two codes (long code/short code/VMN) for the use of RAILTEL without any cost, for receiving incoming SMSs in predefined formats from its customers.</p> <p>Out of the two codes (long code/short code/VMN) provided to RAILTEL, one code will be used for RailWire / Wi-fi Production and second code will be used for RailWire /Wi-Fi Testing.</p>
5.	The code (long code/short code/VMN) allotted to the RAILTEL should be easily memorable and accessible to RAILTEL customers, both domestic and international, through all the telecom operators across the globe on 24X7X365 basis .It will be the responsibility of the bidder to enable the codes across all telecom operators like BSNL, MTNL, Reliance, Airtel, Vodafone, Idea, Tata Indicom, Aircel etc.
6.	RAILTEL will share its application URL on which bidder/service provider will be required to forward all incoming queries. Bidder will share the desired format of pull SMS's with RAILTEL.
7.	The codes once allocated to RAILTEL for accessing Pull Service (long code/short code/VMN) will be property of the RAILTEL. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to the RAILTEL.

8.	The bidder should have the capability to interface with any of the RAILTEL live applications at a future date without any cost. The SMS Services should have the capability to meet this requirement without any change in its functionality.
9.	The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and internationally, without any exception.
10.	Availability of Push and Pull services and delivery of alerts to be made on 24*7*365 basis.
11.	The solution offered should provide the SMPP and/or HTTPS-API with/without XML support to the RAILTEL.
12.	The API should support the encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES algorithm
13.	The bidder's system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if the port is provided in URL
14.	The solution offered should provide secure encrypted connection for delivery of outgoing /incoming alerts with guaranteed delivery
15.	Sender ID allotted should be unique for our RAILTEL and the same should not be used by other entity across the globe, other than RAILTEL
16.	The bidder should have tie up/arrangements with multiple telecom service providers for delivery of outgoing/incoming SMS Alerts for RAILTEL's PUSH and PULL service to/from national mobile subscribers (subscribers of telecom operators like BSNL, MTNL, Reliance, Airtel, Vodafone, Idea, Tata Indicom, Aircel etc.) and international mobile subscribers as well.
17.	Bidder to ensure that SMS message whose content exceeds 160 characters, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset.
18.	The bidder should be capable of providing real time automatic delivery report/ acknowledgement for last mile delivery (on the mobile handset of the customer/end user) of each SMS Alert along with status and time stamp.
19.	The bidder should have the facility of online filtering of the DND numbers on real time basis
20.	The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the RAILTEL and deliver the alerts as per the priorities defined
21.	Check should be properly imposed to avoid duplicate/multiple SMS delivery to customers
22.	The solution offered should be a Multilingual messaging solution supporting all Indian languages

23.	The bidder's solution should offer configurable mechanism in terms of number of retries and time duration for each retry for messages that cannot be delivered immediately.
24.	The bidder should have proper test infrastructure with capability of end to end testing of all integration with RAILTEL applications.
25.	The bidder should have capability to communicate through dedicated leased lines for mentioned services (Push and Pull) between RAILTEL and bidder's infrastructure
26.	Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/ weekly/ fortnightly/ monthly/ specified date range basis.
27.	The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, no of failed messages (with reasons for failure), invalid mobile numbers, Number of push, pull, promotional messages sent.
28.	The solution should be capable of generating detailed report in Excel/PDF and any other format specified by the RAILTEL. The software should be capable of providing the Mobile-wise, Date-wise, Product-wise, Category-wise reports, transaction based reports, Short code wise, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS transaction along with status description.
29.	<p>Bidder to maintain the data with regard to SMSs sent for at least 1 Year. The data maintained should have the following minimum fields:</p> <ol style="list-style-type: none"> Mobile Number/MSISDN Complete Message text Message Category Bearer (GSM/CDMA) Operator Circle National/International Sender Name/ID Date/time of SMS received at the gateway Date/time of SMS send to the operator Date/time of SMS delivered to the end subscriber Final Status of the SMS Status description <p>Bidder should retrieve and provide the required data to RAILTEL within 24 hours of receiving request in this regard from RAILTEL.</p>
30.	The bidder should provide all the messages sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above
31.	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the RAILTEL.

32.	It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, MASTER CARD and VISA etc. at no extra cost to RAILTEL.
33.	It will be the responsibility of the Bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.
34.	DND compliance will be the responsibility of the Bidder/Service provider.
35.	The solution offered should be scalable and flexible to meet the requirements, change requests of RAILTEL for the next 3 years from the date of award of contract
36.	For promotional SMSs, solution should provide features including but not limited to below, in addition to other features specified in the Tender: <ul style="list-style-type: none"> a. Online Website/Portal based access b. Menu Driven Graphical User Interface (GUI) based access c. User ID/Password based access to website/portal d. Facility of Admin Users to create/modify/delete/maintain users for various locations within RAILTEL e. Sending SMS to one/many mobile numbers f. Upload of Mobile Numbers through Excel and Txt formats g. Scheduling SMS h. Provision of Web-based reports for download in Excel/Txt/PDF Format. i. MIS for promotional SMSes user ID wise, period wise, date wise, status wise(delivered, undelivered) etc for SMS alerts sent.

4 RATES

- 4.1 Prices quoted shall remain firm and binding (without any escalation whatsoever) for a period of three years.
- 4.2 However, in case of any upward escalation in prices as per TRAI/Govt./Govt. Agencies guidelines, which are more than 10% of the final accepted price, RAILTEL may invite successful bidder for negotiations. Bidder has to provide certificate from TRAI/Govt./Govt. Agencies clearly indicating the revised rates for SMS alert services (Transactional/Promotional). The certificate should also mention that the new rates are applicable to RAILTEL and are uniformly charged by service providers.
- 4.3 In case of any downward revision in prices due to any reason, bidder shall Pass on the benefit to the RAILTEL with immediate effect.

5. BIDDING PROCESS (TWO STAGES)

For the purpose of the present work, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical Bid (Part -1)
- Commercial Bid (Part- 2)

The bidders will have to submit the technical and commercial bids by last date and time of bid in physical form. The supporting documents will have to be submitted in physical form.

5.1 TECHNICAL BID (Part I)

The bidder will have to submit the Technical Bid in sealed envelopes, duly super scribing “**e-Tender for Delivery of SMS solutions & Services**” -**TECHNICAL BID**. It will also contain all the documents and Annexures mentioned in the Tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and sealed.

TECHNICAL BID will NOT contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Only those bidders satisfying the eligibility criteria and technical requirements as determined by the RAILTEL and accepting the terms and conditions of this document shall be short-listed for opening of commercial bid.

The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the bid.

The technical bid should consist of the following:

1. Earnest Money Deposit and Cost of Tender as specified in this document.
2. A letter on bidder's letterhead mentioning the following:
 - a. Details of EMD submitted, technical competence and experience of the bidder.
 - b. Certifying that the period of the validity of the bids is 180 days from the target date of submission of bid.
 - c. Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid.
3. Letter of Authority on bidder's letter head from Authorized Signatory of the company to sign & submit the bid, along with the Board Resolution.
4. Compliance Statement as per Annexure A on bidder's letterhead.
5. Bidders Profile Information as per Annexure B on bidder's letter head along with supporting documents.
6. Eligibility Criteria Compliance along with supporting documents as per Annexure C.
7. Compliance of Technical Specifications as per Annexure D.
8. Check List Compliance as per Annexure-F on bidder's letterhead.

9. To be enclosed by the bidder - List of domestic telecom operators with whom the bidder has tie-up for delivery of domestic alerts. Copy of agreements/ certificates or other documentary evidence to be enclosed. Undertaking to be provided by bidder to renew the agreements at least one month before the expiry of existing rate contract.
10. To be enclosed by the bidder - List of International Operators/ Aggregators and their respective countries with which the bidder has tie- up for delivery of international alerts. Copy of agreements/certificates or other documentary evidence to be enclosed. Undertaking to be provided by bidder to renew the agreements at least one month before the expiry of existing rate contract.
11. Registration certificate from TRAI to be submitted for telemarketing along with the technical bid. Undertaking to be provided by bidder to renew the agreements at least one month before the expiry of existing rate contract.

5.2 COMMERCIAL BID (Part II)

Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids qualify the technical evaluation, will be opened.

5.3 BIDDING DOCUMENT

The bid document can be downloaded from website: www.railtelindia.com and cost of Tender as specified in the bid document should be submitted through non-refundable Demand Draft in favour of 'RailTel Corporation of India Limited' payable at New Delhi at the time of submission of bids along with Technical Bid.

5.3.1 Contents of Bidding Document:

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Bidder should strictly submit the bid as per Tender, failing which the bid will be rejected as non- responsive.

5.3.2 Amendment of Bidding Document:

At any time prior to the last date for receipt of the bid, RAILTEL may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective bidder, modify the tender document by an amendment.

The amendment will be notified by posting the same on our official website www.railtelindia.com . In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, RAILTEL may, at its discretion, extend the target date for the submission of the bid and the same will be notified on the said website.

5.4 PREPARATION OF BIDS

5.4.1 Language of bids:

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and RAILTEL, must be written in English.

5.4.2 Bid Prices:

Bidder should quote rates per item, which will be valid for the period of 3 years from the date of signing of contract. The quoted price shall be uniformly applicable for delivery/ performance to any part of the country and shall be inclusive of incidental charges such cost toward boarding, lodging, travel etc. GST, Sales tax, VAT, other applicable local taxes shall be paid over and above on actual basis on production of documentary evidence.

Note: If any taxes to be paid by the RAILTEL same should be mentioned explicitly. RAILTEL will not be making any other payment except those mentioned in the commercial bid.

5.4.3 Validity of bids:

Bid shall remain valid for 180 days from date of submission mentioned in this document. A bid valid for shorter period is liable to be rejected by RAILTEL. The bidders may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by RAILTEL in writing or by email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise/modify the bid amount.

5.4.4 Terms and Conditions of the bidder:

The bidders are allowed not to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The bidders should also describe clearly in what respect and up to what extent the services being offered differ/ deviate from the specifications laid down in the technical specifications and requirements.

5.4.5 Last date of receipt of bids:

Bids must be received by RAILTEL at the address specified under clause “Bid Details” not later than the time and date specified there in. In the event of the target date for the receipt of bids being declared a holiday for RAILTEL, the bids will be received till the target time on the next working day. RAILTEL may at its discretion extend the bid submission date. The modified target date & time will be notified in the web site of RAILTEL.

5.4.6 Bid submission & Opening (On Line only)

- (a) The bid should be submitted in one sealed cover containing Credential & Price bid

document. (all documents).

(b) The Bid should be submitted in single (only in original). EMD should be enclosed with the original credential bid. The envelope containing the original bid duly marked “ORIGINAL” should be sealed by the personal seal of the bidder.

(c) Each and every page of bid & tender document should be marked with numerical numbers and signed by authorized representative of the firm. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid. Page number of documents submitted in their offer must be given in the Check list in Annexure-F of tender document.

(d) The envelope shall be addressed to the Authority as per Bid Data Sheet.

(e) The envelope shall bear name of procurement, the tender no. and the words “DO NOT OPEN BEFORE” (due date). If the envelopes are not sealed & marked properly, RailTel will not be responsible for its misplacement, premature opening, late opening etc.

(f) The tenderer’s bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) in presence of such Tenderers/Representatives who choose to be present.

(g) Bids received after due date and time shall be summarily rejected and shall not be opened.

5.4.7 Modification and Withdrawal:

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid. In case of the successful bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

5.5 BID OPENING AND EVALUATION

5.5.1 In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day. Those bidders satisfying the technical requirements as determined by the RAILTEL and accepting the terms and conditions of this document shall be declared technically qualified and will be eligible for commercial stage of evaluation. The Purchaser reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Purchaser in this regard shall be final and binding on the bidders.

5.5.2 RAILTEL may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on manufacturing/supply chain and support capabilities of the bidders.

RAILTEL will only be finalizing per SMS cost. However, for finalization of L-1 bidder on the grand total of domestic and international SMS will be considered as mentioned in the commercial bid.

5.5.3 Clarifications of Bids

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

5.5.4 Clarification on Tender by bidders

Interested bidders can seek clarification on Tender from RAILTEL by submitting their queries in written. The queries can be submitted as per the contact details given in the Bid Details in the Tender. However the queries should be submitted on or before the last date for submission of queries for clarifications as mentioned in bid details.

Any query submitted after the expiry of the time line for submission of queries will be rejected. The response to the queries shall be placed on the RAILTEL websites www.railtelindia.com

5.5.5 Bid Currency:

Prices shall be expressed in Indian National Rupees only.

5.5.6 Preliminary Examination:

The Purchaser will examine the commercial bids to determine whether they are complete; whether any computational errors have been made; whether required information has been provided as underlined in the bid document; whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer as per the authorization form, shall be treated as non-responsive and will be out-rightly rejected. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is discrepancy between words and figures, the amount in the words will prevail. The bid determined as not substantially responsive will be rejected by the purchaser.

5.5.7 Contacting the Purchaser

Any effort by a bidder to influence the Purchaser in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the bid. Purchaser's decision will be final and without prejudice and will be binding on all the parties.

5.5.8 Cost of Bid

The bidder will bear all cost(s) associated with the preparation and submission of bid, including cost of presentation(s), reference site visit, etc. for the purposes of clarification of the bid. RAILTEL will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5.5.9 Purchasers Right to Accept or Reject any Bid or all Bids

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of the contract, without thereby incurring any liability to the

affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by the bidder. The Purchaser reserves the right to select more than one Bidder keeping in view its large requirements.

6. SIGNING OF CONTRACT

The successful bidder(s) shall be required to enter into a contract with the RAILTEL, within 30 days of the award of the tender or within such extended period as may be specified by RAILTEL (on the basis of the Tender Document). The letter of acceptance and such other terms and conditions as may be determined by RAILTEL to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof. RAILTEL reserves the right to extend the validity of contract beyond three years for the period of one year, on mutually agreed terms and conditions with the approved vendor.

The RAILTEL reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as part of the final contract.

7. PERFORMANCE BANK GUARANTEE

The Successful bidder shall submit a Performance Bank Guarantee to RAILTEL for an amount equal to 10% of order value within 21 days of award of contract. The bank guarantee will be valid for 39 months from the date of contract and may be extended for further period as required by the RAILTEL. If BG is not submitted within 21 days of award of contract, a penalty interest @15% PA will be charged for the delay period.

The Performance Bank Guarantee may be invoked by RAILTEL if the successful bidder fails to comply with the terms and conditions as specified in the Tender.

The Performance Bank Guarantee may be discharged by RAILTEL upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. Failure of the successful bidder to comply with the requirement as per the tender terms and conditions shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in such event RAILTEL may make the award to the next lowest evaluated bidder or call for new bids.

The Performance Bank Guarantee will be submitted by the successful bidder to the RAILTEL as per the approved format of the RAILTEL.

8. PATENT RIGHTS

The bidder shall indemnify RAILTEL against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, or any part thereof in India.

8.1 The bidder shall, at their own expense, defend and indemnify RAILTEL against all third party claims or infringement of intellectual Property Right, including Patent, trademark,

copyright, trade secret or industrial design rights arising from use of the products/services or any part thereof in India or abroad.

8.2 The bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If RAILTEL is required to pay compensation to a third party resulting from such infringement, the vendor shall be fully responsible therefore, including all expenses and court and legal fees.

8.3 RAILTEL will give notice to the vendor of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

9. DELAY IN THE SUCCESSFUL BIDDER'S PERFORMANCE IN IMPLEMENTATION OF THE PROJECT

The successful bidder will be required to submit acceptance of order within the period of 7 days from the date of placing order. In case of delay on part of bidder in completion of project or initiating services will attract a penalty / termination of contract as defined in this TENDER and forfeiture of EMD.

The bidder will be required to complete the integration of solution offered with the RAILTEL's infrastructure within 3 weeks of award of contract for the same (the integration cost, if any, will be borne by the successful bidder). Bidder will have to get the User Acceptance test within this period from the RAILTEL. In case bidder fails to get the certificate from the RAILTEL within stipulated time, bidder will attract a penalty / termination of contract as defined in this TENDER.

Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the TENDER/SLA/Contract. Any delay in performing the obligation /defect in performance by the supplier may result in imposition of penalty, invocation of Performance Bank Guarantee and/or termination of contract.

10. GOVERNING LAWS AND DISPUTES

(This clause will be applicable in case of successful bidder only)

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this tender documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws/ The Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the RAILTEL or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Delhi

11. SUBCONTRACTING

Sub-contracting is prohibited. In case, sub-contracting is needed, Bidder has to obtain written permission from RAILTEL before contracting any work to subcontractors. RAILTEL at its own discretion may permit or deny the same.

In case of subcontracting is permitted, the contracting vendor will be sole responsible for all the services provided to RAILTEL regardless of which entity is conducting the operations. The contracting bidder is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and RAILTEL can obtain independent audit report for the same. In such case, the bidder should provide subcontracting details to the RAILTEL and if required, RAILTEL may evaluate the same.

12. EARNEST MONEY DEPOSIT (EMD)

Bid Earnest Money of Rs.1,60,000/- (Rs. One Lac Sixty Thousand Only) should be submitted by bidder before last date and time of bid submission in the form of Demand Draft, in favour of RAILTEL Corporation Of India Ltd payable at New Delhi.

This security is required to protect interest of RAILTEL against the risk of conduct of the bidder, which may warrant the forfeiture of the security in the following scenario:

- a) In the event of withdrawal of bid during the period of bid validity; Or
- b) In the case of a successful bidder, if the bidder fails to sign the contract in accordance with the Terms and Conditions and other requirement as specified in TENDER Or
- c) Any act of bidder, which is not in line with contract obligations.

EMD amount, in form of Demand Draft should be kept in the envelope containing Technical Bid. Any bid not accompanied with requisite EMD shall be treated as non-responsive and is liable to be rejected.

In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee without any interest.

13. ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under this contract to any third party, except with the Purchaser's prior written consent.

14. SERVICE LEVEL AGREEMENT

The successful bidder will also have to enter into a Service level agreement for Service

Support as per the terms and conditions of the TENDER and covering the scope of work and technical requirements. The SLA requirements are as under:-

Complete Solution (Push and Pull type SMS Alerts Services) must have 99.9% uptime and should be available on 24x7x365 basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent.

Push Alerts should be delivered as per following timelines –

SMS Category	Description	Delivery time
Priority 1	Higher Priority alerts	Within 40 seconds
Priority 2	Transactional/ Batch SMSes in real time	Within 5 min
Priority 3	Promotional SMSes	Within 2 hrs

Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis at specified in the TENDER.

SMS Alerts should be delivered in all countries and all areas without any exception.

15. PAYMENT & PENALTY

I. Payment Terms

- All Charges will be billed on a monthly basis
- Rates will be valid for 36 months
- Taxes wherever applicable will be borne by the Bidder.
- Bill passing authority is ED/EB and paying authority is Corporate Office.
- Tax invoice will be submitted at the time of claiming payment.

II. Other Terms and Conditions

- Desired throughput of 500 SMS/sec has to be maintained at service provider server to prevent formation of SMS alerts queues at RAILTEL server
- The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications installed at RAILTEL.
- No payment will be made for SMS alerts failed/not delivered due to any fault/failure on the part of bidder/telecom operator
- Bidders to ensure inter-operability between all existing and new service providers for delivery of Push/Pull type SMSs.
- Bidder will provide details of SMS delivered by them with bifurcation of successful, unsuccessful and split messages.
- All payments will be made after deducting penalties, if any.

III. Penalty

Delay in delivery of Push Type SMS Alerts

The SMS sent by the RAILTEL will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the RAILTEL shall attract penalty as follows:

Particular	Penalty
Any SMS Alert not delivered due to any technical fault/failure on the part of bidder/telecom operator	10 times of per SMS cost of the respective category
Priority 1 SMSs delivered after 1 minutes	5 times of per SMS cost of the respective category
Priority 2 SMSs delivered after 5 minutes	5 times of per SMS cost of the respective category
Priority 3 SMSs delivered after 2 hrs. but before 6 hrs	Equal to per SMS cost of the respective category
Priority 3 SMSs delivered after 6 hrs	2 times of per SMS cost of the respective category

If SMS alert delivery failure is 10% and above for consecutive two months, RAILTEL may invoke performance bank guarantee.

Penalty for Priority 2 and Priority 3 SMSs will not applicable for failures accounted to external factors beyond the control of bidders such as Users Cell Phone Switch Off, not reachable, Invalid Number, memory capacity exceeded, Barring by operator, Absent subscriber, mobile equipment error, network error/unavailable etc

15.1 Failure to maintain uptime for Push and Pull Type SMS Service

RAILTEL expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

Uptime/Availability	Penalty on Monthly basis
<99.9% upto 99%	2% of the monthly bill of respective month
<99% upto 98%	5% of the monthly bill of respective month
<98% upto 97%	8% of the monthly bill of respective month
<97%	10% of the monthly bill of respective month.

If uptime of services provided by bidder to RAILTEL as per the TENDER is less than 97% for two consecutive months RAILTEL may invoke performance bank guarantee.

15.2 Delay in Integration

Bidder will be required to integrate their proposed solution with RAILTEL's applications as specified in the TENDER within a period of 3 weeks from the date of order.

In case bidder is not able to complete required integrations within stipulated period of 3 Weeks from the date of order, an additional period of 2 weeks (with penalty) will be allowed to the bidder for completing the integrations. Post expiry of initial 3 weeks for completing integrations, a penalty of Rs. 10,000/- per day subject to a maximum of Rs. 1,50,000 (Rupees One Lac Fifty Thousand Only) will be charged during additional 2 weeks period allowed for completing integrations.

The above penalty amount can be recovered by the RAILTEL by forfeiting the EMD and/or invoking performance RAILTEL guarantee as the case may be.

In case bidder fails to complete required integrations, within a total period of 5 Weeks (3 weeks + 2 weeks (with penalty)) RAILTEL may cancel the order and give the contract to L2 bidder.

16. CONFIDENTIALITY / NON DISCLOSURE AGREEMENT (NDA)

- i) The bidder (and his employees) shall not, unless the RAILTEL gives permission in writing, disclose any part or whole of this TENDER document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the RAILTEL, in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. The employees or the third party engaged by the bidder will maintain strict confidentiality.
- ii) The bidder, his employees and agents shall not without prior written consent from the RAILTEL make any use of any document or information given by the user, except for purposes of performing the contract award.
- iii) In case of breach, the RAILTEL shall take such legal action as it may be advised.

Successful bidder will have to sign the Non-disclosure Agreement with the RAILTEL as per the approved format of the RAILTEL.

17. TERMINATION

The RAILTEL shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 1 (One) month, for any valid reason, including but not limited to the following reasons:

- a) Non submission of acceptance of order within 7 days of order.
- b) Failure of vendor to complete integration within total period of 5 weeks (3 weeks+2 weeks (with penalty)) from the date of placement of order.
- c) Discrepancies / deviations in the agreed processes and/or products.
- d) Failure of vendor, if uptime is less than 97% for 2 consecutive months. If SMS delivery failure is 10% and above for consecutive two months, RAILTEL may invoke performance bank guarantee
- e) Violation of terms & conditions stipulated in this TENDER

18. INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the RAILTEL harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the RAILTEL during the tenure of purchase order.

Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the RAILTEL including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the RAILTEL in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the RAILTEL.

19. FORCE MAJEURE

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution or epidemics or natural disasters etc. If a force majeure situation arises, the bidder shall promptly notify the RAILTEL in writing of such condition and the cause thereof. Unless otherwise directed by the RAILTEL in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

20. INTELLECTUAL PROPERTY RIGHTS

The Bidder warrant that in the course of providing Bulk SMS Services for delivering outgoing/incoming SMSes, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep RAILTEL fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, RAILTEL agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to RAILTEL under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between RAILTEL and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.

21. RESPONSIBILITY FOR COMPLETENESS

Any services which might not have been specifically mentioned in this TENDER but are necessary for the design, engineering, operations, performance or completeness of the Bulk SMS Services, shall be provided/ rendered as per the time schedule for efficient and smooth operation of the Bulk SMS Services.

22. BLACK LISTING OF BIDDER

In case it comes to the knowledge of RAILTEL that bidder has been black listed at any time by any Public Sector Enterprise/Government / Government agency / Telecom Operators / Financial Institutions or any other organization in India in the past, following actions may be initiated by the RAILTEL, as the case may be.

23. LIMITATION OF LIABILITY

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity
- b. Bodily injury (including Death) and damage to real estate property and tangible property caused by vendor/s gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by RAILTEL on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

24. USE OF CONTRACT DOCUMENTS AND INFORMATION

The supplier shall not, without the purchaser's prior written consent, make use of any document or information provided by Supplier in Bid document or otherwise except for purposes of performing contract.

Chapter 3

INSTRUCTIONS TO THE TENDERERS

For E-Tendering bids /information by bidders is to be submitted “Online” on TCIL’s e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder ON LINE. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

PLEASE NOTE

ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE TENDERERS, GENERAL & SPECIAL TENDER CONDITIONS, STANDARD CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS OF SCHEDULE OF REQUIREMENTS BEFORE FILLING UP THE TENDER FORM CAREFULLY. PLEASE SIGN ON EACH PAGE.

THE TENDERERS MAY DOWNLOAD TENDER FORM FROM THE WEB SITE ‘www.railtelindia.com’ OR FROM THE E-TENDERING PORTAL ‘<https://www.tcil-india-electronictender.com>’, AND SHOULD ENCLOSE COST OF THE TENDER FORM ALONG WITH THE OFFER IN THE FORM OF DD IN FAVOUR OF RAILTEL CORPORATION OF INDIA LTD payable at NEW-DELHI.

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL’s e-procurement portal, and this should be done well before the deadline for bid-submission.

1 Instructions for Tender Document TO THE TENDERERS

The RailTel Tenders are published on www.railtelindia.com and on TCIL e-Tendering Portal <https://www.tcil-india-electronictender.com>. In addition to submitting the e-Tender documents online, they should also submit a Demand Draft drawn in a scheduled bank in favour of “RailTel Corporation of India Ltd, payable at NEW-DELHI, towards the cost of the tender document.

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL’s e-procurement portal, and this should be done well before the deadline for bid-submission.

2. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal
<https://www.tcil-india-electronictender.com>.

- a. Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page.
- b. The Tenderers should avoid over writings and corrections. However if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.
- c. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly. In case discrepancy is observed between the 'original copy' and other copies of same tender, the text etc. of the original will prevail.
- d. Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

3. Attendance of Representatives for Tender Opening:

Representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

4. Evaluation Criteria:

- i) The bidder has to submit the bid in two separate sealed packed containing technical bid in one envelope and price bid in second envelope at a single stage only at e-procurement portal only.
- ii) The technical bids of all the bidders will be evaluated first based on the tender conditions/eligibility criteria and the financial bids only of technically qualified bidders will be opened and financial bid TOE will be done in closed format.
- iii) All the technically qualified bidders will participate in the reverse auction process and RailTel will decide the bench mark / base price for starting the reverse auction based on financial quotation received and evaluated by committee.
- iv) Date and time of start of RA will be informed by RailTel on TCIL website.

- v) Once the reverse auction process is closed the lowest rate received in the reverse auction will be evaluated. RailTel reserved the right not to consider the lowest bid received in the reverse auction process.
- vi) Technical e-RA training can be opted by the bidder to know the procedure of e-RA (Reverse Auction)
- vii) RailTel may discharge the tender at any stage without assigning any reason.

RFP for Delivery of SMS Solution & Services
CHAPTER-4

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 TENDER including all annexure, addendum and corrigendum

Signature and Seal of Bidder

We certify that the product offered by us for tender conforms to the Technical specifications stipulated by you with the following deviations

List of deviations

- 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

Bidder's Profile Information (on the bidder's letter head)

Sl. No.	Particulars	Description		
1	Name of the Bidders/Company			
2	Constitution			
3	Date of Establishment/ Incorporation			
4	Address Registered Office ----- Corporate/ Head Office			
5	Bank Details including - Account Name Account Number Bank & Branch Details IFSC Code			
6	Telephone Number Fax Number E-Mail Address Website			
7	Address of the Production site			
8	Address of the DR site			
9	Financial Details	2015-16	2016-17	2017-18
	Net Profit			
	Turn Over			

Signature & Seal of Company

TENDER for Delivery of SMS Solution & Services

Annexure – C

Eligibility Criteria Compliance

Sl. No.	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Yes / No)	Details of Proof Attached
1	The bidder should be registered as a company in India as per Company Act 1956.	The attested copy of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted.		
2	The bidder should have registered a minimum turnover of Rs.5 Crore or more for each year during the financial 2015-16,2016-17 & 2017-18	The Audited Balance Sheet and Profit & Loss Statement for financial years 2015-16,2016-17 & 2017-18 are to be submitted as documentary evidence.		
3	The bidding company should have experience in providing SMS gateway services for the last three years	A copy of the proof should be Submitted in this regard.		
4	The Bidder should have executed bulk SMS solutions /projects of value of Rs. 10 lakhs per annum, in any telecom providers / DTH providers. The solution offered should be currently running successfully in at least two organizations.	Bidder has to submit copy of latest Purchase orders. (at least two operational purchase orders)		
5	Bidder should have direct tie up/ arrangements with minimum two telecom service providers/operators for within India services and minimum one for international operation	Copies of Agreements/ Certification with the telecom operators with which it has direct connectivity. Undertaking to be provided by bidder to renew agreement up to the validity of RAILTEL's rate contract.		
6	The Bidder should have DR capability to send alerts from at least two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.	Full Address Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.		

TENDER for Delivery of SMS Solution & Services

7	Bidder should have a capability to handle at least 30 lacs Real Time SMS alerts per day.	Bidder to submit latest (previous Month's) invoice paid by respective clients. Invoices raised should clearly mention the volume of Real Time SMS Alerts for establishing capability to handle at least 30 lacs Real Time SMS alerts per day for transactions		
8	The Bidder should be able to allocate a minimum throughput 500 SMS/sec to RAILTEL.	1. Certificates to this effect from the Telecom operator(s) should be submitted with whom bidder has the tie up to deliver SMS Alerts. 2. Undertaking to be provided for at least minimum throughput of 500 SMS/sec to RAILTEL for delivery of SMS.		
9	Bidder should not have been black listed at any time by the Government / Government agency / Public Sector Enterprise/ Telecom Operators or any other organization.	Undertaking to this effect to be Submitted.		
10	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.	Certified copy of registration as registered telemarketer as per TRAI guidelines		
11	Delivery of SMS alerts should be ensured to all National/ International locations without any exception.	Undertaking to this effect to be Submitted.		
12	The bidder should have a Support/representative office in Delhi/NCR, Bangalore & Hyderabad to provide onsite support immediately on call.	Bidder has to submit Address and contact details of at each location.		
13	No consortium is allowed and Bidder should not be ISP.	Undertaking to this effect to be submitted		
14	At least one similar single work for a minimum value of 35% of advertised Tender value of work.	The contractor should submit the supply confirmation certificate from the user.		

TENDER for Delivery of SMS Solution & Services

15	The sum total of the turnover (contract amount) during the last preceding three financial years (i.e. current year and three previous financial year) up to the date of opening of tender should be a	The bidder should submit the audited Financial statement for the FY 2015-16, 2016-17 and 2017-18 duly certified by Chartered Accountant (CA).		
16	Bidder should have positive net worth.	CA Certificate to be submitted		

Date: _____

Place: _____

Signature of Authorised Signatory

Name of Signatory:

Designation:

Seal of Company

TENDER for Delivery of SMS Solution & Services

Supporting Document for Eligibility Criteria for Bidder

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

TENDER for Delivery of SMS Solution & Services

Annexure – D

Technical Specifications

S.No	Description	Compliance (Yes / No)
1.	The solution offered should provide Push and Pull based SMS Services to the RAILTEL. For providing these services the offered solution should integrate with existing platforms deployed at RAILTEL. The integration cost, wherever applicable, will be borne by the bidder.	
2.	<p>The solution offered should integrate with applications at DC and DR site of the RAILTEL, including test setup.</p> <p>Site Addresses: RAILTEL Data Centre: B-Block, Rail Nilayam, Secunderabad-500071 RAILTEL DR Site: Plot No. 143, Institutional Area, Sector 44, Gurgaon ,Haryana-122003</p>	
3.	RAILTEL is using CRM, Cloud based IVRS and other applications providing Pull SMS service for receiving requests from its customers. The SMS solution should permit them to pull status of his/her service request by sending SMS in pre specified formats (SMS Codes such as BAL, USAGE, VALID etc.).	
4.	<p>For enabling PULL SMS facility, bidder will be required to provide two codes (long code/short code /VMN) for the use of RAILTEL without any cost, for receiving incoming SMSs in predefined formats from its customers.</p> <p>Out of the two codes (long code/short code/VMN) provided to RAILTEL, one code will be used for RailWire/Wi-fi Production and second code will be used for RailWire/Wi-Fi Testing.</p>	
5.	The code (long code/short code/VMN) allotted to the RAILTEL should be easily memorable and accessible to RAILTEL customers, both domestic and international, through all the telecom operators across the globe on 24X7X365 basis .It will be the responsibility of the bidder to enable the codes across all telecom operators like BSNL, MTNL, Reliance, Airtel, Vodafone, Idea, Tata Indicom, Aircel etc.	
6.	RAILTEL will share its application URL on which bidder/service provider will be required to forward all incoming queries. Bidder will share the desired format of pull SMS"s with RAILTEL.	

TENDER for Delivery of SMS Solution & Services

7.	The codes once allocated to RAILTEL for accessing Pull Service (longcode/short code/VMN) will be property of the RAILTEL. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to the RAILTEL.	
8.	The bidder should have the capability to interface with any of the RAILTEL live applications at a future date without any cost. The SMS Services should have the capability to meet this requirement without any change in its functionality.	
9.	The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and internationally, without any exception.	
10.	Availability of Pull services and delivery of alerts to be made on 24*7*365 basis	
11.	The solution offered should provide the SMPP and/or HTTPS-API with/without XML support to the RAILTEL.	
12.	The API should support the encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES algorithm	
13.	The bidder's system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if the port is provided in URL	
14.	The solution offered should provide secure encrypted connection for delivery of outgoing/incoming alerts with guaranteed delivery	
15.	Sender ID allotted should be unique for our RAILTEL and the same should not be used by other entity across the globe, other than RAILTEL	
16.	The bidder should have tie up/arrangements with multiple telecom service providers for delivery of outgoing/incoming SMS Alerts for RAILTEL's PUSH and PULL service to/from national mobile subscribers (subscribers of telecom operators like BSNL, MTNL, Reliance, Airtel, Vodafone, Idea, Tata Indicom, Aircel etc.) and international mobile subscribers as well.	

TENDER for Delivery of SMS Solution & Services

17.	Bidder to ensure that SMS message whose content exceeds 160 characters, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset.	
18.	The bidder should be capable of providing real time automatic delivery report / acknowledgement for last mile delivery (on the mobile handset of the customer/end user) of each SMS Alert along with status and time stamp.	
19.	The bidder should have the facility of online filtering of the DND numbers on real time basis	
20.	The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the RAILTEL and deliver the alerts as per the priorities defined	
21.	Check should be properly imposed to avoid duplicate /multiple SMS delivery to customers	
22.	The solution offered should be a Multilingual messaging solution supporting all Indian languages	
23.	The bidder's solution should offer configurable mechanism in terms of number of retries and time duration for each retry for messages that cannot be delivered immediately	
24.	The bidder should have proper test infrastructure with capability of end-to-end testing of all integration with RAILTEL applications.	
25.	The bidder should have capability to communicate through dedicated leased lines for mentioned services (Push and Pull) between RAILTEL and bidder's infrastructure	
26.	Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/ weekly /fortnightly/monthly/specified date range basis.	
27.	The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, no of failed messages (with reasons for failure), invalid mobile numbers, No. of push, pull, promotional messages sent.	

TENDER for Delivery of SMS Solution & Services

28.	The solution should be capable of generating detailed report in Excel/PDF and any other format specified by the RAILTEL. The software should be capable of providing the Mobile-wise, Date-wise, Product- wise, Category-wise reports, transaction based reports, Short code wise, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS transaction along with status description.	
29.	<p>Bidder to maintain the data with regard to SMSs sent for at least 1 Year. The data maintained should have the following minimum fields:</p> <ol style="list-style-type: none"> Mobile No. / MSISDN Complete Message Text Message Category Bearer (GSM/CDMA) Operator Circle National/International Sender Name/ID Date/time of SMS received at the gateway Date/time of SMS send to the operator Date/time of SMS delivered to the end subscriber Final Status of the SMS Status description <p>Bidder should retrieve and provide the required data to RAILTEL within 24 hours of receiving request in this regard from RAILTEL.</p>	
30.	The bidder should provide all the messages sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above	
31.	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the RAILTEL.	
32.	It is the responsibility of the Bidder to change/upgrade /customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, MASTER CARD and VISA etc. at no extra cost to RAILTEL.	
33.	It will be the responsibility of the Bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.	
34.	DND compliance will be the responsibility of the Bidder/Service provider	

TENDER for Delivery of SMS Solution & Services

35.	The solution offered should be scalable and flexible to meet the requirements, change requests of RAILTEL for the next 3 years from the date of award of contract	
36.	<p>For promotional SMSs, solution should provide features including but not limited to below, in addition to other features specified in the TENDER:</p> <ul style="list-style-type: none">a. Online Website/Portal based accessb. Menu Driven Graphical User Interface (GUI) based accessc. User ID/Password based access to website/portald. Facility of Admin Users to create/ modify /delete/maintain users for various locations within RAILTELe. Sending SMS to one/many mobile numbersf. Upload of Mobile Numbers through Excel and Txt formatsg. Scheduling SMSh. Provision of Web-based reports for download in Excel/Txt/PDF Formati. MIS for promotional SMSes user ID wise, period wise, date wise, status wise (delivered, undelivered) etc for SMS alerts sent.	

Signature & Seal of Company

TENDER for Delivery of SMS Solution & Services

Annexure-E

Commercial Bid

Name of the Bidder:

Name & Address of the Company:

Format for Commercial Bid

1. Quotations: Domestic SMSes

Sr. No.	Category	Delivery Time lines	Weightage (A) %	Per SMS Cost (In Rs.) (B)	(A*B)
A1	Priority 1 SMSs	within 40seconds	59	Y	
B1	Priority 2 SMSs	Within 5 min	35	0.90Y	
C1	Priority 3 SMSs	within 2 hours	6	0.90Y	
Total(T1)					

Note: Bidder quote only Y for evaluation Purpose.

2. Quotations: International SMSes

Sr. No.	Category	Delivery Time lines	Weightage (C)	Per SMS Cost (In Rs.) (D)	(C*D)
D1	Priority 1 SMSes	within 40 Secs	1		
Total(T2)					

3.	Grand Total Total(T1)+Total (T2)	
----	----------------------------------	--

Note:

- a) L1 will be decided based on the grand total arrived for domestic and international SMSes i.e. Total cost as at Point 3 above.
- b) The eligible bidder, whose quote will be lowest, will be decided as L1 bidder.
- c) This TENDER is for deciding per SMS cost.

TENDER for Delivery of SMS Solution & Services

Example:-

1. Quotations: Domestic SMSes

Sr. No.	Category	Delivery Time lines	Weightage (A) %	Per SMS Cost (In Rs.) (B)	(A*B) (In Rs.)
A1	Priority 1 SMSs	within 40 Sec	59	0.10	5.9
B1	Priority 2 SMSs	Within 5 min	35	0.09	3.15
C1	Priority 3 SMSs	within 2 Hr.	6	0.09	0.54
Total(T1)					9.59

2. Quotations: International SMSes

Sr. No.	Category	Delivery Time lines	Weightage (C)	Per SMS Cost (In Rs.) (D)	(C*D) (In Rs.)
D1	Priority 1 Realtime SMSes	within 1 min	1	.20	0.2
Total(T2)					0.2

3. Grand Total= Total (T1)+Total (T2)= 9.59+0.2=Rs. 9.79

Signature of the bidder

Company Seal & Date

TENDER for Delivery of SMS Solution & Services

Annexure-F

Check List Compliance

Sr. No.	Documents	Submitted in Bid (Yes /No)
1	Earnest Money Deposit and Cost of TENDER document as specified in this document	
2	A letter on bidder's letterhead mentioning the following: a) Details of EMD submitted, technical competence and experience of the bidder. b) Certifying that the period of the validity of the bids is 180 days from the target date of submission of bid, and c) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial 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	
8	Eligibility Criteria Annexure C	
9	Technical specifications as per Annexure D	
10	To be enclosed by the bidder - List of domestic telecom operators with whom the bidder has tie-up for delivery of domestic alerts. Copy of agreements/certificates or other documentary evidence to be enclosed	
11	To be enclosed by the bidder - List of International Operators/ Aggregators and their respective countries with which the bidder has tie-up for delivery of international alerts. Copy of agreements/certificates or other documentary evidence to be enclosed.	
12	In case the delivery of SMS alerts is not possible in any country or area within that country due to govt. restrictions or some other reason(s), the same should be mentioned with reasons clearly be specified in compliance statement	
13	Bidder shall appoint an experienced Project Manager. The bidder should provide CV of the Project Manager that demonstrates proven experience in executing projects similar in scope and complexity	
14	Registration certificate from TRAI to be submitted for telemarketing along with the technical bid	

Signature & Seal of Company

End of Document

TENDER for Delivery of SMS Solution & Services

