

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

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

ELECTRONIC TENDER DOCUMENT
FOR
FOR DELIVERY OF SMS ALERTS SERVICES (PUSH, PULL)

E-TENDER No. RailTel/Tender/OT/CO/EB/2018-19/RailWire/SMS Pack/462
DT. 30.08.2019

Due for Opening on 23.09.2019

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.



RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area, Sector -44
Gurgaon-122003, Ph: 0124-2714000, Fax: 0124-4236084

E-Tender Notice No.: RailTel /Tender/OT/CO/EB/2018-19/RailWire/SMS Pack/462 dt. 30.08.2019

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders (reverse auction) in Two Packet (Part I – Credential/ Techno commercial Bid and Part II - Price Bid) System 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)	Availability of Tender on IREPS Portal for bidding will start	From 30.08.2019
b)	Last date & Time for submission of queries for any clarification	18:00 Hrs. of 09.09.2019
c)	Pre Bid Conference	15:30 Hrs. of 13.09.2019
c)	Last date & Time for Submission of bids	upto 15:00 hrs. of 23.09.2019 (Online)
d)	Opening of bids (Part-I)	15:30 Hrs. of 23.09.2019
e)	Earnest Money (EMD)#*	Rs 5,00,000/-
f)	Cost of Tender Document#*	Rs. 2950/- (Rs. 2500/- + 18% GST)

Eligible MSEs are exempted from Cost of Tender Documents and EMD.

* To be submitted through IREPS portal.

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.ireps.gov.in>. For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from IREPS 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 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.

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CHAPTER-1**OFFER LETTER**

To,

**Executive Director/EB
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

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 services required and our offer is to provide 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 provide 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 90 days from the date of opening of the bid.

3) A sum of Rs.5,00,000/- (Rupees Five Lakh only) has been submitted through IREPS portal is herewith forwarded as "Earnest Money"

4) The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within specified days as per tender after issue of Purchase Order/LOA.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

Undertaking (on bidder's letter head)

To,

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

Sir,

Reg.: Our Bid for Delivery of SMS alert services (Push, Pull)

We submit our Bid Document herewith.

We understand that,

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
2. 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.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. 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.
5. Vendor means the bidder who is decided and declared so after examination of commercial bids.
6. 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-2**Commercial Bid**

(To be filled up completely, duly signed & stamped and uploaded on IREPS website)

Name of the Bidder:

Name & Address of the Company:

Format for Commercial Bid

1. Domestic SMS: Bidder is required to quote the price (including of Taxes) of per SMS basis as “B” in the following format:

Sr. No.	Category	Delivery Time lines	Per SMS Cost (InRs.) (B)
(a)	Priority 1 SMSs	Within 40seconds	

Tax Breakup of Domestic SMS:

The Bidder is required to submit the proper tax breakup in the following format:

Item	Per SMS Price (exclusive of all taxes) (in Rs.) (A)	Taxes and Levies like GST etc.		Price Per Unit (all inclusive)
		%	Amt (Rs.)	Amt in Rs. (B)
(1)	(2)	(3)	(4)	(5)
Priority 1 SMSs				

2. International SMS: Bidder is required to quote the price (including of Taxes) of per SMS basis as “D” in the following format:

Sr. No.	Category	Delivery Time lines	Per SMS Cost (InRs.) (D)
(a)	Priority 1 Realtime SMSs	Within 1 min.	

Tax Breakup of International SMS:

The Bidder is required to submit the proper tax breakup in the following format:

Item	Per SMS Price (exclusive of all taxes) (in Rs.) (C)	Taxes and Levies like CGST/IGST/UTGST etc.		Price Per Unit (all inclusive)
		%	Amt (Rs.)	Amt in Rs. (D)
Priority 1 Realtime SMSs (within one Minute)				

3. RailTel requires three categories of Domestic SMS under the scope of this tender viz. ‘Priority 1 SMS’, Priority 2 SMS and Priority 3 SMS and one category of International SMS viz. ‘Priority 1 Realtime’. The bidder is required to quote the price for only ‘Priority 1 Domestic SMS’ and ‘Priority 1 International SMS’ under para 1 & 2 above. Based on the price quoted for “Priority 1 SMSes”, The price of all type of SMS and the inter-se position will be ascertained.

- (i) The Bidder will quote the price “A” and “B” for Domestic Priority 1 SMS, the price of all three Domestic categories will be calculated as below:

Sr. No.	Category	Delivery Time lines	Per SMS Cost (Excludig Taxes In Rs.)	Per SMS Cost (Includig Taxes In Rs.)
(a)	Priority 1 SMSs	Within 40seconds	A	B
(b)	Priority 2 SMSs	Within 5 min	0.9 A	0.9 B
(c)	Priority 3 SMSs	Within 2 hours	0.85 A	0.85 B

- (ii) The Interse position of all ‘qualified bidders’ will be prepared on the basis of price quoted for domestic and international in the following manner

SN	SMS type	Price in Rs. (all inclusive)	Weightage in %	Weighted price in Rs.
1	Priority 1 SMSs (Domestic)	B	85	0.85xB
2	Priority 2 SMSs (Domestic)	0.9 B	13	0.117xB
3	Priority 3 SMSs (Domestic)	0.85 B	2	0.0170xB
4	Prioity 1 International SMS	D	0.1	0.001xD
Value determined for evaluation of inner-se position (sum of all four above multiplied by 10)				9.84B + 0.01D

Illustration:

The above matrix may be understood with following illustration:

Bidder ‘X’ and Bidder ‘Y’ have quoted following prices in their bids

Sr. No.	Item	Offer by Bidder ‘X’	Offer by Bidder ‘Y’
1	Priority 1 Domestic SMSs (B)	0.10	0.11
2	Priority 1 Intrnational SMSs (D)	5.00	2.00

Calculation of Evaluation point of ‘X’ and ‘Y’:

Sr. No.	Item	Offer by Bidder ‘X’	Offer by Bidder ‘Y’	Evaluation point for Bidder ‘X’ i.e. (9.84B + 0.01D)	Evaluation point for Bidder ‘Y’ i.e. (9.84B + 0.01D)
1	Priority 1 Domestic SMSs (B)	0.10	0.11	1.034 (L1)	1.1024 (L2)
2	Priority 1 Intrnational SMSs (D)	5.00	2.00		

- (iii) The final “L1” will be decided based on the outcome of Reverse Auction among the ‘eligible bidders’.
- (iv) The Schedule of requirement on IREPS portal is defined in such a manner that the bidder will required to quote only the price ‘B’ and ‘D’. The quantities are defined in such a manner that the total cost will be the evaluation value i.e. 9.84B+0.01D. The quantities as defined in IREPS portal are only indicative and put there to bring the evaluation value.

4. Commercial Terms and Conditions

4.1 Prices quoted shall remain firm and binding (without any escalation whatsoever) for a period of three (3) years from the date of signing of contract.

4.2 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.

4.3 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.

4.4 In case of any downward revision in prices due to any reason, bidder shall Pass on the benefit to RAILTEL with immediate effect.

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

CHAPTER – 3**E-tendering Instructions to Bidders**

1.	General	<p>These Special Instructions (for e-Tendering) supplement ‘Instruction to the Bidder’, as enclosed in Chapter- 7 of the Tender Document.</p> <p>Submission of Bids only through online process is mandatory for this Tender.</p> <p>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.ireps.gov.in Indian Railways E-Procurement system (IREPS).</p> <p>Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learn-ing Center etc.</p>
2	Bidding Document	<p>The bid document can be downloaded from RailTel website: www.railtelindia.com or from the e-Tendering portal https://www.ireps.gov.in. and cost of Tender as specified in the E-Tender Notice should be submitted through IREPS (non-refundable)</p>
3	Contents of Bidding Document	<p>The Bidder is expected to examine all instructions, forms, terms & 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.</p>
4	Amendment of Bidding Document	<p>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.</p> <p>The amendment will be notified by posting the same on our official website www.railtelindia.com or e-Tendering portal https://www.ireps.gov.in. 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.</p>
5	Tender Bidding Methodology:	<p>Bid System – ‘Two Packet System’ and Bidding Type ‘Two stage reverse auction’. In this, bidder has to submit both Technical and Financial bid in separate envelope “ONLINE.” The Price discovery will be done through e-Reverse Auction Method (e-RA)</p>
6	IREPS Helpdesk	<p>Please visit Helpdesk section on IREPS Portal.</p>

7	RailTel Contact	<p>RailTel Contact-I (for general Information) RailTel's Contact Person /Designation Manish Gupta, Deputy General Manager/ Marketing Telephone 0124-2714000 ext. 2113 Mobile: 9717644062 E-mail ID manish_g@railtelindia.com</p> <p>RailTel Contact-II (for general Information) RailTel's Contact Officer K. Manohar Raja, Executive Director/EB Telephone: 0124-2714000 ext. 2210 E-mail ID: kmr@railtelindia.com</p>
8	Submission of Offers and Filling of Tender:	This e-tender should be duly submitted online using the e-Procurement Portal https://www.ireps.gov.in/ . For detailed instructions please refer to IREPS Portal.
9	Bid related Information for this Tender (Sealed Bid)	<p>The entire bid-submission would be online on IREPS Portal.</p> <p>Broad outline of submissions are as follows:</p> <ol style="list-style-type: none"> 1. Submission of Bid Security/ Earnest Money Deposit (EMD) 2. Submission of digitally signed copy of Tender Documents/ Addenda 3. Two Packet (Part I –Credential/ Techno commercial Bid and Part II - Price Bid) 4. Online response to Terms & Conditions of Tender. 5. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid. <p>NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.</p> <p>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.</p> <p>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).</p>
10	Offline Submissions	<p>The bidder is required to submit the following documents offline to RailTel Corporation of India Limited, Institutional Area ,Plot no.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).</p> <ol style="list-style-type: none"> (i) Details of EMD & Tender cost submission through IREPS portal. The transaction Id of payment to be provided. (ii) Power of attorney in favour of Bid signing person (iii) In case bidder happens to be a NSIC bidder, the documentary evidence for the same shall be submitted. (iv) Passwords of Price Bid file in separate sealed envelope.

		NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.
11	Fax Quotations & Late Tenders:	Fax Tender documents and Late/Delayed tenders would not be considered.
12	Attendance of Representatives for Tender Opening	Representatives of bidders 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.
13	e- Reverse Auction	The procurement in this tender will be done on reverse auction. The procedure for the Reverse Auction will as per IREPS. The critical parameters of Reverse Auction will be as follow: (i) Initial Cooling off Period: 02:00 Hrs. (ii) Subsequent Cooling off Period : 00 Hrs 30 Min. (iii) Successive lots closing interval : not applicable. (iv) Minimum decrement : 1%

* * * * *

CHAPTER- 4**BID DATA SHEET (BDS)**

The section consists of provisions that are specific to various Clauses of the tender document.

Reference⁹	Description
Scope	SMS Solutions and Services on for Outgoing/Incoming SMS using secure authentication system from the various platforms/ systems in the RAILTEL
Contact Address	Executive Director/EB RailTel Corporation of India Ltd., 143, Institutional Area, Sector-44, Gurgaon-122003
Last Date & Time for Submission of Bids	Date: 23.09.2019 Time: 15:00 hours Venue: same as above (for offline document submission)
Last Date & Time for Submission queries for any clarification	Date: 09.09.2019 Time: 18:00 hours
Date and time for Opening of Bids (Part-I)	Date : 23.09.2019 Time: 15:30 hours Venue: same as above
EMD	Earnest Money Deposit (EMD)/ Bid Security Rs. 5,00,000/- (Rs. Five Lakh only)
Validity	Validity of offer is 90 days (ninety days only) from the date of opening of tender.
Delivery Timeline	Within 3 weeks from award of contract.
General Eligibility	Please refer clause 3 of chapter-5
Technical Eligibility	Please refer clause 4 of chapter-5

CHAPTER - 5

SPECIAL TENDER CONDITIONS

1. INTRODUCTION

RailTel started providing the free public Wi-Fi service at Indian railway station with a vision of turning Railway stations into a platform for Digital inclusion. RailTel has provided high speed Wi-Fi at 985 stations with own/other funding and at 415 A, A1 and C category stations, associating Google as the Technology partner for Radio Access, while using the RailTel backbone for broadband connectivity. RailTel has also completed work of providing Wi-Fi 200 stations with support of Universal Service Obligatory Fund of GoI. In the next phase RailTel has roped in Tata Trust for providing Wi-Fi at remaining 4791 B,C,D and E category stations across country. The idea behind providing free Wi-Fi to these very small stations catering to mainly rural/low population density areas is to provide the people with state of the art Wi-Fi facility. Easy and low-cost availability of Smart phones in the market coupled with free Wi-Fi at railway stations in rural area will go a long way in the digital growth for rural India.

Free Wi-Fi services to passengers are being provided under 'RailWire'- the retail Broadband initiative of RailTel. Designed to offer users the best Internet experience, RailWire Wi-Fi will be available to any user who has a smartphone with working mobile connection for KYC considerations. To use the Wi-Fi the user has to switch on the Wi-Fi mode in the smartphone and select the RailWire Wi-Fi network. After the RailWire homepage network automatically appears on the smartphone, the user has to enter his or her mobile number on this homepage. The user will get one-time password (OTP) in form of SMS in the message box, which has to be entered in the home page of RailWire. After entering OTP Users will be able to access high speed internet & can start internet browsing.

RailWire is a retail Broadband initiative of the RailTel, with a mission to make available "ICT to Common Man" & "Internet, Education and Health Services to Masses". RailTel envisaged for extending broadband and application services to the public including remote areas (in association with Local Cable Operators and other access network providers, by utilizing their last mile).

RailTel extends broadband and application services to the masses through the RailWire platform. RailWire leverages RailTel's considerable infrastructure and presence pan-India. RailWire aims to provide value-added services in Retail sector, Education sector, Health & Spiritual Lifestyle. RailWire focuses on pure-play broadband and VPN services. RailWire offers content & applications-driven network, flexibility & affordable pricing, all in one. RailWire aims to become a hub of local information, and a platform for rendering communication, infotainment, education, health and community services to the masses. RailWire is all about managing the end-broadband-customers through own infrastructure or in certain cases, shared infrastructure/last mile access like fibre to the building (FTTB), fibre to the Home (FTTH) or similar technology.

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.

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:

The Bulk SMS Services should cover the facility like Push Service and Pull SMS Using Long code / Short code / VMN.

The Push SMSes will be in following categories:

SMS Category	Description	Delivery time
Priority 1 Domestic	Higher Priority alerts	Within 40 seconds
Priority 2 Domestic	Transactional/BatchSMSes in real time	Within 5 min
Priority 3 Domestic	Promotional SMSes	Within 2 hrs
Priority 1 International	Realtime	Within one minute

Final Selected L-1 bidder has to provide easy to remember codes (long code/shortcode/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.

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.

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 above.

The bidder shall be responsible for providing 24*7*365 days after-sales support/ service for the complaints relating to the Bulk SMS Services.

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.

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. GENERAL 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 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.
3	Bidder should have direct tie up / arrangements with minimum two telecom service providers/operators for within India	Copies of Agreements/Certification with the telecom operators with which it has direct connectivity. Undertaking to be

	services and minimum one for international operator.	provided by bidder to renew agreement upto the validity of RAILTEL's rate contract.
4	The Bidder should have DR capability to send alerts from atleast 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.
5	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.
6	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.
7	Bidder should not have been blacklisted 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.
8	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
9	Delivery of SMS alerts should be ensured to all National/International locations without any exception.	Undertaking to this effect to be Submitted.
10	The bidder should have a Support/ representative office in metro cities like Delhi/NCR, Bangalore & Hyderabad etc to provide onsite support immediately on call	Bidder has to submit Address and contact details of each location.
11	No consortium is allowed and Bidder should not be ISP.	Undertaking to this effect to be Submitted.
12	At least one similar single work of minimum Rs. 91.20 lacs (i.e., 35% of Tender value), in any telecom providers / DTH/ Banking/ Finance institute. The solution offered should be currently running successfully in at least two organizations.	Bidder has to submit copy of latest Purchase orders along with service confirmation /satisfaction certificate from the user.
13	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 minimum Rs. 391 Lacs (i.e., 150% of tender value).	The bidder should submit the audited Financial statement for the FY 2016-17, 2017-18 and 2018-19 (provisional Balance Sheet if audited not available) duly certified by Chartered Accountant (CA).
14	Bidder should have positive net worth.	CA Certificate to be submitted

4. 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.	The solution offered should integrate with applications at DC and DR site of the RAILTEL, including test setup. Site Addresses: RAILTEL Data Centre: B-Block, Rail Nilayam, Secunderabad-500071 RAILTEL DR Site: Plot No. 143, Institutional Area, Sector 44, Gurgaon ,Haryana-122003
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.	For enabling PULL SMS facility, bidder will be required to provide two codes (longcode/shortcode/VMN) for the use of RAILTEL without any cost, for receiving incoming SMSs in predefined formats from its customers. Out of the two codes (long code/shortcode/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.
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/shortcode/VMN) will be property of RAILTEL. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to 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 hand set of the customer /end user) of each SMS Alert along with status and timestamp.
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 realtime 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, number of failed messages (with reasons for failure), invalid mobile numbers, Number of push, pull, promotional messages sent.
28.	The bidder should provide all the messages sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above
29.	The solution should be capable of generating detailed report in Excel/PDF and any other formats 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.

30.	<p>Bidder to maintain the data with regard to SMSs sent for atleast 1Year.The data maintained should have the following minimum fields:</p> <p>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> <p>Bidder should retrieve and provide the required data to RAILTEL within 24 hours of receiving request in this regard from RAILTEL.</p>
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 theBidder to change/upgrade/customize its infrastructure/solution at all levels for ensuringthe compliance to statutory, regulatory guidelines from RBI,TRAI, IRDA, IBA, MASTERCARD 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 fromTRAI 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.	<p>For promotional SMSs, solution should provide features including but not limited to below,in addition to other features specified in the Tender:</p> <ol style="list-style-type: none"> Online Website/Portal based access Menu Driven Graphical User Interface(GUI) based access User ID/Password based access to website/portal Facility of Admin Users to create/modify/delete/maintain users for various locations within RAILTEL Sending SMS to one/many mobile numbers Upload of MobileNumbers through Excel and Txt formats Scheduling SMS Provision of Web-based reports for downloadin Excel/Txt/PDF Format. MIS for promotional SMSes user IDwise, periodwise, datewise, statuswise (delivered, undelivered) etc for SMS alerts sent.

5. BIDDING PROCESS

Bid System – ‘Two Packet System’ and Bidding Type ‘Two stage reverse auction’. In this, bidder has to submit both Technical and Financial bid in separate envelope “ONLINE.” The Price discovery will be done through e-Reverse Auction Method (e-RA)

Submission of Bids : In addition to the instructions given in Chapter 3, bids shall be processed through Two Stage Reverse Auction method, to be implemented through IREPS portal. Two packets system shall be followed for the 1st stage of reverse auction, which means that Techno-

commercial bid will be opened first; and after deciding the suitability or otherwise of the technical bids, the financial bids of only those firms which are found to be suitable shall be opened. (For details please refer also user manual for contractors-for Two Stage Reverse Auction (Goods & Services Module) of IREPS available on IREPS portal.)

The financial bid of those firms whose technical bids have been found to be suitable shall be opened on or after scheduled date and time. The financial tabulation statement shall be generated immediately thereafter, and can be viewed by the participating bidders by logging into IREPS account.

After opening the financial bids, the tendering department shall schedule the start of reverse auction. The tenderers who are eligible for the participation in the reverse auction process can view the reverse auction catalogue by logging into their IREPS account.

The lowest Initial Price Offer (L1 offer price) as submitted by the technically qualified bidders for each package during the financial evaluation stage shall constitute the base price for starting the reverse auction of the respective package. The base price shall be notified to the bidder.

Date and time of start of RA will be informed by IREPS website/REL Website.

Selection of vendors for RA shall be as under:

If the number of tenderers qualified for award of contract is less than 3, No RA shall be conducted and the tender shall be decided on the basis of initial price offer.

If the number of tenderers qualified are 3 to 6, only 3 tenderers shall be eligible for participating in RA.

If the number of tenderers qualified are more than 6, only 50% of tenderers shall be eligible for RA (rounded off to next higher integer).

The bids disallowed from participating in the RA shall be the highest bidder(s). In case the highest bidders quote the same rate, the initial price offer received last as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.

Initial Cooling off Period: 02:00 Hrs.

Subsequent Cooling off Period : 00 Hrs 30 Min.

Minimum decrement : 1%

Once the reverse auction process is closed the lowest rate received in the reverse auction/financial offer will be evaluated. RailTel reserved the right not to consider the lowest bid received in the reverse auction/financial bid process.

In case of no participation in RA process by any bidder, the base value of RA process will be considered for commercial bid assessment.

Technical e-RA training can be opted by the bidder to know the procedure of e-RA (Reverse Auction).

RailTel may discharge the tender at any stage without assigning any reason.

Bidders may please note that Bidding close Date/Time gets extended automatically every time an offer is received against the tender during a time interval equivalent to Cooling Off prior to the closing date and time. For example : If the Closing Time of RA is 13:00 Hrs and the Cooling Off period is 30 Minutes, if two offers are received between 12:30 Hrs and 13:00 Hrs, let's say at 12:40 Hrs and 12:55 Hrs, the Closing Time shall be extended by 30 Minutes from the time of submission of the last bid i.e. upto 13:25 Hrs.

5.1 Technical Bid (Part I)

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) Offer letter and Undertaking (Chapter-1)
- 2) Compliance Statement as per Annexure A of Chapter 6 on bidder's letterhead.
- 3) Digitally signed copy of Tender document as acceptance of all the terms and condition of Tender Document.
- 4) Bidders Profile Information as per Annexure B of Chapter 6 on bidder's letter head along with supporting documents.
- 5) Eligibility Criteria Compliance along with supporting documents as per Annexure C of Chapter 6.
- 6) Compliance of Technical Specifications as per Annexure D of Chapter 6.
- 7) Check List Compliance as per Annexure-E of Chapter 6 on bidder's letterhead.
- 8) 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.
- 9) 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.
- 10) 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 Deleted

5.4 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 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 outrightly 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.

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.

- a) 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.
- b) 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.
- c) 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. DELIVERY OF SERVICES

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. EARNEST MONEY DEPOSIT (EMD)

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.

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.

11. 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.

12. 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.

13. PAYMENT & PENALTY

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

13.1 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.

13.2 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.

CHAPTER-6**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

Annexure- B**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	Name of Contact Person (At least Two) Telephone Number Fax Number E-Mail Address Website			
7	Address of the Production site			
8	Address of the DR site			
9	Financial Details	2016-17	2017-18	2018-19
	Net Profit			
	Turn Over			

Signature & Seal of Company

Annexure – C

General Eligibility Criteria Compliance

S. No.	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Yes /No)	Details of Proof Attached at Page no.
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 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.		
3	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.		
4	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.		
5	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		
6	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.		
7	Bidder should not have been black listed at any time by the Government/ Government agency / Public Sector Enterprise/ Telecom Operators or any other	Undertaking on the stamp paper, to this effect to be Submitted.		

	organization.			
8	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		
9	Delivery of SMS alerts should be ensured to all National/International locations without any exception.	Undertaking to this effect to be Submitted.		
10	The bidder should have a Support/ representative office in metro cities like Delhi/NCR, Bangalore & Hyderabad etc to provide onsite support immediately on call	Bidder has to submit Address and contact details of at each location.		
11	No consortium is allowed and Bidder should not be ISP.	Undertaking to this effect to be Submitted.		
12	At least one similar single work of minimum Rs. 91.20 lacs (i.e., 35% of Tender value), in any telecom providers / DTH/ Banking/ Finance institute. The solution offered should be currently running successfully in at least two organizations.	Bidder has to submit copy of latest Purchase orders along with service confirmation /satisfaction certificate from the user.		
13	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 minimum Rs. 391 Lacs (i.e., 150% of tender value).	The bidder should submit the audited Financial statement for the FY 2016-17, 2017-18 and 2018-19 (for 2018-19 Provisional Balance Sheet if Audited Balance Sheet not available) duly certified by Chartered Accountant (CA).		
14	Bidder should have positive net worth.	CA Certificate to be submitted		

Date: _____

Place: _____

Signature of Authorised Signatory

Name of Signatory:

Designation:

Seal of Company

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.	The solution offered should integrate with applications at DC and DR site of the RAILTEL, including test setup. Site Addresses: RAILTEL Data Centre: B-Block, Rail Nilayam, Secunderabad-500071 RAILTEL DR Site: Plot No. 143, Institutional Area, Sector 44, Gurgaon, Haryana-122003	
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.	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. 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.	
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 bidder should provide all the messages sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above	
29.	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.	
30.	<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> <p>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> <p>Bidder should retrieve and provide the required data to RAILTEL within 24 hours of receiving request in this regard from RAILTEL.</p>	
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.	<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 Format.i) MIS for promotional SMSes user ID wise, period wise, date wise, status wise(delivered, undelivered) etc for SMS alerts sent.	
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Date: _____

Place: _____

Signature of Authorised Signatory

Name of Signatory:

Designation:

Seal of Company

Annexure-E**Check List Compliance**

Sr. No.	Documents	Submitted in Bid (Yes /No)
1	Details of Earnest Money Deposit and Cost of TENDER document as specified in this document	
2	Offer Letter and Undertakings on bidder's letter head (Chapter-1)	
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	
4	Compliance Statement as per Annexure A on bidder's letter head	
5	Bidders Profile Information as per Annexure B on bidder's letter head along with supporting documents	
6	Eligibility Criteria Annexure C	
7	Technical specifications as per Annexure D	
8	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	
9	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.	
10	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	
11	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	
12	Registration certificate from TRAI to be submitted for telemarketing along with the technical bid	

Signature of Authorised Signatory
Name of Signatory:
Designation:
Seal of Company

CHAPTER - 7**INSTRUCTIONS TO THE BIDDER**

1	General	<p>For E-Tendering bids /information by bidders is to be submitted “Online” on e-Procurement Portal https://www.ireps.gov.in. Any document / information pertaining to this chapter will have to be submitted by the bidder on line. The digital signature of the bidder on the e-tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents, unless special deviation is quoted by the bidder in the technical & commercial deviation templates.</p> <p>NOTE: ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.</p> <p>PLEASE READ THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE BIDDERS, 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.</p> <p>THE BIDDERS MAY DOWNLOAD TENDER FORM FROM THE WEB SITE ‘www.railtelindia.com’ OR FROM THE e-Procurement Portal https://www.ireps.gov.in,</p> <p>NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from e-Procurement Portal https://www.ireps.gov.in, and this should be done well before the deadline for bid-submission.</p>
2	The Tender document consists of the following	<p>Notice Inviting Tender</p> <p>Chapter 1 offer letter and undertaking</p> <p>Chapter 2 Commercial Bid</p> <p>Chapter 3 E-tendering Instruction to Bidder</p> <p>Chapter 4 Bid Data sheet</p> <p>Chapter 5 Special Tender condition</p> <p>Chapter 6 Annexure A-E</p> <p>Chapter 7 Instruction to the Bidder</p> <p>Chapter 8 General Tender Conditions</p> <p>Chapter 9 Standard Condition of Contract</p>
3	Offer Letter	The bidder shall complete the Offer Letter & Undertaking (Chapter-1) and the Price Schedule (Chapter-2) furnished in the bid document, indicating the associated technical literature, quantity and prices etc.
4	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	Validity of bid	Bid shall remain valid for 90 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 90 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.
6	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.
7	Last date of receipt of bids	Bid 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.
8	Clarification on Tender by bidders	<p>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.</p> <p>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 and www.ireps.gov.in</p>
9	Bid Currency	Prices shall be expressed in Indian National Rupees only.
10	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.
11	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.
12	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.

13	Instructions for Tender Document TO THE BIDDER	<p>a) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.</p> <p>b) In case of any wrong information submitted by the bidder, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.</p> <p>c) The RailTel Tenders are published on www.railtelindia.com and on e-Procurement Portal https://www.ireps.gov.in. In addition to submitting the e-Tender documents online, they should also submit a cost of tender document through IREPS.</p> <p>d) For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from e-Procurement Portal https://www.ireps.gov.in, and this should be done well before the deadline for bid-submission.</p>
14	Submission of Offers and Filling of Tender:	<p>a) This e-tender should be duly submitted online using the e-Procurement Portal https://www.ireps.gov.in</p> <p>b) 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.</p> <p>c) The Bidders are requested to go through the Standard Conditions, Special Conditions, Instructions to Bidders, 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).</p>
15	Earnest Money Deposit (EMD):	The bidder shall deposit earnest money as per BID DATA SHEET through IREPS. Tenders without earnest money will be summarily rejected. No bank guarantee for EMD is accepted. Earnest Money of unsuccessful bidders shall be returned after finalization of contract and that of successful bidder after conclusion of Contract and securing Security Deposit.
16	Forfeiture of EMD	The EMD will be forfeited if bidder withdraws its tender during the period of tender validity specified in BID DATA Sheet of Tender Document.

		In the case of successful bidder, if the bidder fails to sign the contract in accordance with Tender document and to furnish Performance Bank Guarantee in accordance with tender document within specified period.
17	For NSIC registered Firm	<p>a) For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -</p> <p>(i) They are exempted from cost of tender documents. (ii) They are also exempted from depositing Earnest money.</p> <p>b) These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.</p> <p>c) No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.</p> <p>d) Deleted.</p> <p>NOTE: For online bid submission the bidder will have to <u>necessarily</u> download an official online copy of the tender documents from IREPS's e-procurement portal, and this should be done well before the deadline for bid-submission</p>
18	No Interest on Earnest Money and Performance Security:	No interest shall be paid on the amount of earnest money and Performance Security held by the RailTel, at any stage.
19	Fax Quotations & Late Tenders:	Fax Tender documents and Late/Delayed tenders would not be considered.
20	Attendance of Representatives for Tender Opening:	Representatives of bidders 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. In addition, representatives desirous of attending the Online Public Tender Opening Event can do so by getting authorized for such participation by the Super-User/ Master User of their respective organizations on ETS. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.
21	Rate, Taxes and Duties: -	<p>a) The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like CGST, SGST, IGST, UTGST etc.</p> <p>b) Bidder shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UTGST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).</p>

		<p>c) Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.</p> <p>d) If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.</p> <p>e) In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.</p> <p>f) Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.</p> <p>g) In regards to works contract, the bidder should have registration no. of GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LoA.</p> <p>h) The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.</p>
22	Validity:	Bidders are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.
23	Compliance & Deviation statements:	Compliance statement for acceptance of the Technical Specifications and All other terms & Conditions (shall be enclosed by the bidder with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever bidder wishes to deviate from these conditions.

24	Tax deducted at Source:	Statutory deduction of taxes would be made as per the prevalent rules .The PAN number may be furnished invariably.
25	Addenda / Corrigenda:	Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS's e-Procurement Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.
26	Ambiguity:	If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing.
27	Bid submission and Opening date	<p>The bid should be submitted online along with Credential & Price bid document. (all documents).</p> <p>EMD should be submitted on line and details of the same provided along with the bid document</p> <p>Power of attorney in favour of the signatory duly authorizing the signatory shall be submitted to the tendering authority before the due date and time of submission of the e-Tender</p> <p>The envelope shall be addressed to the Authority as per Bid Data Sheet.</p> <p>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.</p> <p>The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) in the online simultaneous presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.</p> <p>Bids received after due date and time shall be summarily rejected and shall not be opened.</p>

The Special Tender Conditions, wherever, they differ from General and Standard Conditions will override the later.

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CHAPTER-8**GENERAL TENDER CONDITIONS**

1	Acceptance of the Offers	The RailTel is not bound to accept the lowest or any offer and reserve to itself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.
2	Quantity to be ordered	<p>RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.</p> <p>The purchaser reserves the right to increase and /or decrease the order quantity by a quantity not exceeding 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable delivery schedule for the enhanced quantity.</p>
3	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
4	Sub-contracting	<p>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.</p> <p>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.</p>
5	Confidentiality/Non Disclosure Agreement (NDA)	a) 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

		<p>engaged by the bidder will maintain strict confidentiality.</p> <p>b) 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.</p> <p>c) In case of breach, the RAILTEL shall take such legal action as it may be advised.</p> <p>d) Successful bidder will have to sign the Non-disclosure Agreement with the RAILTEL as per the approved format of the RAILTEL.</p>
6	Termination	<p>a) 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:</p> <p>b) Non submission of acceptance of order within 7 days of order.</p> <p>c) 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.</p> <p>d) Discrepancies / deviations in the agreed processes and/or products.</p> <p>e) 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</p> <p>f) Violation of terms & conditions stipulated in this TENDER</p>
7	Indemnity	<p>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.</p> <p>Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third</p>

		<p>party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.</p> <p>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.</p>
8	Force Majeure	<p>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.</p>
9	Intellectual Property Rights	<p>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.</p>
10	Responsibility for Completeness	<p>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.</p>
11	Black Listing of Bidder	<p>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 /</p>

		Financial Institutions or any other organization in India in the past, following actions may be initiated by the RAILTEL, as the case may be.
12	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.
13	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-9**STANDARD CONDITIONS OF CONTRACT**

1	Definitions and Interpretation.	<p>a) In the Contract, unless the context otherwise requires;</p> <p>b) "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;</p> <p>c) "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.</p> <p>d) "Contract" means and includes the invitation to tender, instructions to bidders, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;</p> <p>e) The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract</p> <p>f) "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores ;</p> <p>g) "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications</p> <p>h) "Government" means the Central Government or a State Government, as the case may be;</p> <p>i) "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;</p> <p>j) "Material" means anything used in the manufacture or fabrication of the stores</p> <p>k) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.</p> <p>l) "The Purchaser" means RailTel Corporation of India Limited with its corporate office Plot No.143, Institutional Area, Sector-44, Gurgaon- 122003 NCR (INDIA) acting through Chairman &</p>
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		<p>Managing Director or his authorized officer.</p> <p>m) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof</p> <p>n) "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;</p> <p>o) "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;</p> <p>p) "Supply Order" means an order for supply of stores and includes an order for performance of service;</p> <p>q) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;</p> <p>r) "Unit" and "Quantity" means the unit and quantity specified in the contract;</p> <p>s) "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.</p> <p>t) "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.</p> <p>u) "Bidder" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.</p> <p>v) "Work or Works" Means all or any of the items of the work for which the Bidder/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.</p> <p>w) "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents</p> <p>x) "Purchaser's Engineer" Means the Chairman & Managing</p>
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		<p>Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.</p> <p>y) Words in the singular include the plural and vice versa</p> <p>z) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;</p> <p>aa) The heading of these conditions shall not affect the interpretation or construction thereof;</p> <p>bb) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.</p>
2	Parties	<p>The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 1(a) & 1(l) above.</p> <p>a) Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase.</p> <p>b) Address of the Contractor and notices and communications on behalf of the Purchaser:-</p> <p>c) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.</p> <p>d) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.</p>
3	Quotations of rates	<p>a) The price quoted by the Contractor shall not be higher than the</p>

	by Contractors	<p>controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.</p> <p>b) In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.</p> <p>c) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Purchaser,</p> <ol style="list-style-type: none"> 1. to revise the price at any stage so as to bring it in conformity with the Sub-clause(a) above or 2. to terminate the contract and forfeit the Security Deposit.
4	Contract.	<p>This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.</p> <p>Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.</p>
5	Security Deposit.	<p>a) Unless otherwise agreed between the Purchaser and the Contractor, the Contractor shall, within 15 days after written notices of acceptance of the tender has been posted to the Contractor, deposit with the RailTel concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum equal to 10 per cent of the total value of the stores detailed in the contract for which the tender has been accepted, as a security for the due fulfillment of the contract.</p> <p>b) If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -</p> <ol style="list-style-type: none"> (i) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or any person contracting through the Purchaser or

		<p>otherwise howsoever, or</p> <p>(ii) To cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of termination of services shall apply as far as applicable.</p> <p>c) No claim shall lie against the Purchaser in respect of interest on cash deposits or securities etc.</p> <p>d) The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.</p>
6	Insolvency and Breach of Contract.	<p>The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:</p> <p>If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or</p> <p>If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or</p> <p>If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.</p>
7	Laws governing the Contract.	<p>This contract shall be governed by the Laws of India for the time being in force.</p> <p>a) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be</p>

		<p>deemed to have been made at the place from which the acceptance of tender has been issued.</p> <p>b) Jurisdiction of courts- This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.</p> <p>c) Marking of stores- The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.</p> <p>d) Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:</p> <p>I. The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.</p> <p>II. The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.</p> <p>III. The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.</p> <p>IV. In respect of all labour directly or in directly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.</p> <p>V. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the, Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without</p>
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		<p>prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.</p>
8	Settlement of Disputes/ Arbitration	<p>a) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.</p> <p>b) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.</p> <p>c) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation Of India Limited, if the value of claim is up to Rs. 10 lakh. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.</p>

End of Tender Document