## Pre Bid Clarifications dt. 13.09.2019

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

Venue: RailTel Corporate Office , Gurgaon

S. No.	Clause No.	Page No.	Clause Description	Query	RailTel's Remarks/ Clarifications	
A	Queries by M/s ACL Mobile Limited					
A1	Sub para under Clause 2 of chapter 5	15	The number of SMS / Volume of SMS ordered by RAILTEL to successful bidder may vary from time to time over the period of contract	Please indicate a tentative volume of work.	Currently the average SMS are 20 to 25 Lakh per month.	
A2	SN-1 of table under Clause 4 of Chapter 5	17	The solution offered should provide Push and Pull based SMS Services to the RAILTEL. For providing these services <b>the offered solution should integrate with existing platforms deployed at RAILTEL.</b> The integration cost, wherever applicable, will be borne by the bidder.	Please provide current state	Currently the deployed system is fully integrated with RailTel's platform.	
A3	Sub para 13 II (c) of Chapter 5	24	No payment will be made for SMS alerts failed/not delivered due to any fault/failure on the part of bidder/telecom operator	Please expand on which failure is not attributable to service provider	Tender clause is clear and seems no further elaboration.	
В	Queries by M/s AirTel				<u> </u>	
B1	SN-11 of table under Clause 3 of Chapter 5	16	No consortium is allowed and Bidder should not be ISP.	In eligibility: Need Clarity on ISP term as per our understanding, it is telecom provider. Request you to add the UASL license in eligibility criteria.	Kindly refer Corrigendum-I	
B2				Request you to share the count of SMS need to be delivered on Domestic and International level.	Currently the average domestic SMS are 20 to 25 Lakh per month. The number of international SMS is not estimated.	
В3				Request you to share that if any Physical Infra needs to be deployed at customer premises.		
B4	Clause 13 of Chapter 5	24	Payment & Penalty (Kindly refer tender for full clause description)	Need clarity on billing: Billing will be done on submission OR Billing will be done on delivery	Billing will be done on delivery.	
B5				SMSs are TRAI exempted or Not.	Not Exempted.	
<b>B6</b>				Required International location details.	It will be as per actual usages.	
B7	Clause 3(ii) of Chapter 2	8	The Interse position of all 'qualified bidders' will be prepared on the basis of price quoted for domestic and international in the following manner  (Kindly refer tender for full clause description)	Request you to share the count of SMS need to be delivered on Domestic and International level.	Currently the average domestic SMS are 20 to 25 Lakh per month. The number of international SMS is not	

					estimated.
С	Queries by M/s Value I	 First Dig	gital Media Pvt. Ltd.		
C1	SN-1 of Table under Technical Specifications of Annexure-D/ Chapter6	31	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.	Our APIs for Push SMS service are standard and can be integrated with various technical environments. For Pull service, API Is required from client end. Also, we can assist in integration in limited capacity. Cost can be involved in case of custom developments.	The Tender clause is clear and need to be complied.
C2	SN-5 of Table under Technical Specifications of Annexure-D/ Chapter 6	31	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.	Yes, Doable largely. However depended upon Govt & Telecom company's policy for some countries/operators.	The Tender clause is clear and need to be complied.
C3	SN-7 of Table under Technical Specifications of Annexure-D/ Chapter 6	31	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.	For short code, Transferring short code is not feasible as agreement lies between Value first and Operators.	The Tender clause is clear and need to be complied.
C4	SN-8 of Table under Technical Specifications of Annexure-D/ Chapter 6	31	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.	Our APIs for push service are standard and easy to integrate with wide range of technical environments. Costing may be involved in case of customizations.	The Tender clause is clear and need to be complied. Any cost involved may only be included in line items provided in SOR. No separate cost is acceptable.
C5	SN-15 of Table under Technical Specifications of Annexure-D/ Chapter 6	32	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	We can ensure that same sender ID is not allotted to any customer at Value first level. However it can't be controlled beyond Value first boundaries.	The Tender clause is clear and need to be complied.
C6	SN-23 of Table under Technical Specifications of Annexure-D/ Chapter6	32	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.	There is algorithm which works on the basis of error codes received from network and retry time and number of attempts is developed on that basis.	The Tender clause is clear and need to be complied.
C7	SN-26 of Table under Technical Specifications of Annexure-D/ Chapter 6	33	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.	Please elaborate the requirement regarding SLA.  MIS is available for PUSH and PULL service	The Tender clause is clear and need to be complied.

C8	SN-29 of Table under Technical Specifications of Annexure-D/ Chapter 6	33	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.	Timestamp for SMS sent to Operator is currently for not available. However, feasibility can be as per the requirement.	The Tender clause is clear and need to be complied.
C9	SN-30 of Table under Technical Specifications of Annexure-D/ Chapter 6	33	Bidder to maintain the data with regard to SMSs sent for at least 1 Year. The data maintained should have the following minimum fields:  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 Bidder should retrieve and provide the required data to RAILTEL within 24 hours of receiving request in this regard from RAILTEL.	Timestamp for SMS sent to Operator is currently for not available. However, feasibility can be as per the requirement.	The Tender clause is clear and need to be complied.
C10	SN-30 of Table under Technical Specifications of Annexure-D/ Chapter 6	33	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.	We do comply with TRAI guidelines. However for other bodies if any requirement arises than it can be taken as custom requirement and feasibility can be checked.	The Tender clause is clear and need to be complied.
C11	Sub para 13 II (c) of Chapter 5	24	No payment will be made for SMS alerts failed/not delivered due to any fault/failure on the part of bidder/telecom operator	This can raise loss in revenue, penalties are quite high. Business team can take a call.	The Tender clause is clear and need to be complied.
C12	Sub para 13 III of Chapter 5	25	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:  (Kindly refer tender for full clause description)	Penalty is heavy and isn't favourable for us.	The Tender clause is clear and need to be complied.

C13	Sub para 13.1 of Chapter 5	25	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:  (Kindly refer tender for full clause description)	99.9 uptime is asked, uptime we provide is 99.7.	The Tender clause is clear and need to be complied.
C14	Sub para 13.2 of Chapter 5	25-26	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.	Integration is dependent upon both parties. There are heavy penalties here too.	The Tender clause is clear and need to be complied.
C15	Para 8 of Chapter 9		Settlement of Disputes/ Arbitration  (Kindly refer tender for full clause description)	We suggest that the appointment of Arbitrator be made through mutual consent.	Kindly refer Corrigendum 1.
D	Queries by M/s Railbit	   Enginee	rs Pvt Ltd		
D1	Clause 4.1/ Chapter 2	8	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.	What will happen if telecom operator increases the price?	The Tender clause is clear and need to be complied. However for escalation due to TRAI/Govt./Govt. Agencies guidelines, kindly refer clause 4.3.
D2	Clause 4.3/ Chapter 2	9	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.	If the prices increases less then 10%, we will be in loss. So in case escalation in price happens from operator side, it shall be levied on RailTel.	The Tender clause is clear and need to be complied.

D3	SN-2 of Table/ Clause 3/ Chapter- 5	15	The bidding company should have experience in providing SMS gateway services for the last three years.	Kindly allow consortium for the bidding. Also there is no provision for Start-up company to participate. Please allow start-up to participate in by relaxing in existing eligibility criteria.	Kindly refer corrigendum-I
D4	SN-4 of Table/ Clause 3/ Chapter- 5	16	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.	what are the documentation that we need to provide for the geo-redundant setup?	The relevant documents proving DR capability to be submitted.
D5	SN-11 of Table/ Clause 3/ Chapter- 5	16	No consortium is allowed and Bidder should not be ISP.	Kindly allow consortium.	Kindly refer corrigendum-I
<b>D</b> 6	SN-12 of Table/ Clause 3/ Chapter- 5	16	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 atleast two organizations.	Please provide relaxation for startup company approved by DIPP.	Tender clause is clear and may be complied.
<b>D7</b>	SN-25 of Table/ Clause 4/ Chapter- 5		The bidder should have capability to communicate through dedicated leased lines for mentioned services (Push and Pull) between RAILTEL and bidder's infrastructure	Please explain the required lease line connectivity from our office to Railtel network.	The Tender clause is clear and need to be complied.
D8	New Clause proposed			what is the sms volume expected of international sms, and of different priority of SMS types.	Currently the average domestic SMS are 20 to 25 Lakh per month. The number of international SMS is not estimated. The priority will depend customer to customer and services to services and can't be estimated at this stage.
E	M/s Shree Kamdhenu E	lectronics	s Pvt. Limited		
E1	SN-3 of Table/ Clause 3/ Chapter- 5	15-16	Bidder should have direct tie up / arrangements with minimum two telecom service providers/operators for within India services and minimum one for international operator.	The number from India and its has roaming from India and its work anywhere or the number is from any countries and its work in India. So please clear that one for me and my company.	It is the number from any countries and its work in India.