

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

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

छठा तल, ब्लॉक -2, एनबीसीसी कार्यालय परिसर, पूर्वी किदवई नगर,
नई दिल्ली -110023

6Th Floor, Block-2, NBCC Office Complex, East Kidwai Nagar,
New Delhi-110023

EXPRESSION OF INTEREST

FOR

“EMPANELMENT OF PARTNERS FOR DELIVERY OF SMPP SHORT CODE MESSAGING
SERVICES”

ई-निविदा संख्या: रेलटेल/ईओआई/सीओ/एमकेटीजी/2023-24/एसएमपीपी पैक/09
RailTel/EOI/CO/Mktg/2023-24/SMPP Pack/09

निविदा दस्तावेज की कीमत: रु. 5,900/- (टैक्स सहित)
Cost of EOI Document: Rs. 5,900/- (Including Taxes)

(Single Packet System)



EOI NOTICE

RailTel/EOI/CO/Mktg/2023-24/SMPP Messaging Services/09

Dtd 01.12.2023

RailTel Corporation of India Ltd. (RCIL) invites EOI for “**EMPANELMENT OF PARTNERS FOR DELIVERY OF SMPP SHORT CODE MESSAGING ALERTS SERVICES**”.

a)	Date of EOI Floating.	01.12.2023
b)	Last date for submission of Bids against EOI.	22.12.2023 up to 15:00 hrs.
c)	Opening of Bids received against EOI.	22.12.2023 at 15:30 hrs.
d)	Cost of EOI Document is Rs. 5,900 /- (including taxes).	

Note:

1. This EOI response is invited from eligible Telecom Operators.
2. All the document must be submitted with proper indexing and page no.
3. The selected bidder will have to accept all Terms & Conditions as per the scope of work.
4. No exemption/relaxation shall be applicable to MSME/Startups for Cost of EOI document.
5. Cost of EOI document to be deposited in RailTel Bank Account through NEFT/RTGS. The RailTel Bank Account details are mentioned in the Bid Data Sheet.

Joint General Manager/Marketing

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Section-1

Chapter-1

Commercial Bid

(To be filled up completely, duly signed & stamped)

Name of the Bidder:

Name & Address of the Company:

SN.	Item	Per SMS Price (exclusive of all taxes) (In Rs.) (A)		Taxes		Price Per SMS (all inclusive)
				%	Amt (Rs.)	Amt in Rs. (B)
A.	ON NET RATES- NLDO Route (India Domestic)					
1.	PSU/Govt. Route (TRAI exempted Sender ID)					
2.	PSU/Govt. Route (TRAI non-exempted Sender ID)					
3.	Non – Govt Route					
B.	ON NET RATES- ILDO Route					
4.	ILDO Route inbound (originating from Foreign Destination and terminating in India)					
5.	ILDO Route outbound (originating from Indian Destination and terminating Abroad)					
C.	OFF NET RATES- NLDO Route (India Domestic)					
6.	PSU/Govt. Route (TRAI exempted Sender ID)					

7.	PSU/Govt. Route (TRAI non-exempted Sender ID)					
8.	Non – Govt Route					
D.	OFF NET RATES- ILDO Route					
9.	ILDO Route inbound (originating from Foreign Destination and terminating in India)					
10.	ILDO Route outbound (originating from Indian Destination and terminating Abroad)					

Commercial Terms and Conditions:

1. Bidders has to quote the Price per SMS under various category in SOR below estimated rate of 6.7 paisa excl. taxes per SMS.
2. Prices quoted shall remain firm and binding (without any escalation whatsoever) for a period of five (5) years from the date of signing of the contract however extendable to further years basis on Quality, Performance and Pricing at given time on discretion of RailTel.
3. The quoted price shall be uniformly applicable for delivery/ performance to any part of the country and shall be inclusive of GST, Sales tax, VAT, and other applicable local taxes to be paid over and above on an actual basis on the production of documentary evidence.
4. 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 SMPP alert services (Transactional/ Promotional). The certificate should also mention that the new rates are applicable to RAILTEL and are uniformly charged by service providers.
5. RailTel shall negotiate commercial with Telecom operators for any specific opportunity, business & market needs and volumetric scalability
6. In case of any downward revision in prices due to any reason, the bidder shall pass on the benefit to RAILTEL with immediate effect.

Note: If any taxes are 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- 2

BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the EOI document:

SN	Reference	Description
1	EOI Reference	RailTel/EOI/CO/Mktg/2023-24/SMPP Pack/09 dtd 01.12.2023
2	Cost of EOI documents	Rs. 5,900/- with GST in form of NEFT/RTGS to RailTel Bank Account.
3	RailTel Bank Account Details for EOI fee deposit	Account No – 340601010050446 Account Name- RailTel Corporation of India Limited Bank Name- Union Bank of India Branch- Yusuf Sarai new Delhi IFSC Code- UBIN0534064
4	RailTel Bank Details for SFMS confirmation	Bank Name: RBL Bank Branch: Capital Point New Delhi IFSC Code: RATN0000100
5	Clause 3.2, Chapter-3	Eligibility Criteria as per clause 3.2
6	EOI Notice	Last Date of Submission of Offer Date: 22.12.2023 Time: 15:00 hours
		Date of Opening of EOI Date: 22.12.2023 Time: 15:30 hours Venue: RailTel Corporation of India Ltd. Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023
7	Clause 3.31, Chapter-3	Security Deposit/Performance Bank Guarantee Performance Bank Guarantee of Rs 10,00,000/- is required to be submitted within 30 days of issue of LOI/Letter of Empanelment. Validity of this PBG shall be 39 months from the date of contract.

CHAPTER-3

Scope of Work, Eligibility Criteria and Other Conditions

3.1 SCOPE OF WORK

To procure SMPP Solutions and Services, RAILTEL invites operators to offer their solution for Outgoing/Incoming SMS for NLDO/ILDO by 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 EOI which includes inter alia the following:

The SMPP Services should cover both the Services (i.e. NLDO/ILDO) where NLDO means message which is originated in India and terminated in India, and ILDO means message which is originated outside India and terminated in India and vice versa.

The bidder should have capabilities to terminate SMS to all GSM and CDMA handsets in India and abroad destinations 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 SMPP Services.

The solution offered should provide Push and Pull based SMPP alert services to RAILTEL for providing these services to Railtel and its onboarded Customers. 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 the contract.

The scope of the services is to be provided for a period of minimum 5 of years from the date of awarding purchase order or offer letter to successful bidder. RAILTEL can also increase or decrease the scope of services basis middle ware performance engine routing guidelines based on quality, performance, and pricing in real time as defined in Point no. 3.5.4 below. The duration of the contract can be extend further on the discretion of RailTel.

3.2 ELIGIBILITY CRITERIA

This invitation to bid is open to reputed telecom service provider companies who have proven experience in the field of SMPP Service and hold the valid license of telecom operator in India 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 and must be operating for atleast 3 years in India.	The attested copies of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted. Proof of Operating for atleast 3 years in India to be submitted.
2	The bidding company should have telecom unified licence to provide SMPP services for the last five years till date of floating of EOI.	A copy of the proof should be Submitted in this regard. (Copies of UL licence and latest validity certificate from department of telecommunication, ministry of telecommunication).
3	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 Short code messaging services 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.
4	Bidder should have a capability to handle at least 1000 millions volume per day on Real Time basis through the provided SMPP bind.	Bidder to submit GST invoice (supported by GSTR-1) during in last three FY 2020-21, 2021-22, 2022-23 by respective clients along with copy of PO. Invoices raised should clearly mention the volume of Real-Time SMPP shortcode messaging services for establishing the capability to handle atleast 1000 millions Real-Time SMS per day for transactions
5	The Bidder should be able to allocate a minimum throughput of 5000 TPS to RCIL.	The undertaking is to be provided for at least a minimum throughput of 5000 TPS to RAILTEL for delivery of SMS.
6	Bidder should not have been blacklisted at any time by the Government /Government agency/ Public Sector Enterprise/ Telecom	Undertaking on bidder letterhead to be submitted.

	Operators or any other organization for atleast 3 years as on last date of bid submission.	
7	The bidder must have unified License issued by DOT to operate mobile services PAN India.	A certified copy of License, must be valid for atleast next 5 years.
8	Delivery of SMS alerts should be ensured to all National locations without any exceptions.	Undertaking to this effect to be submitted.
9	Bidder should submit the audited financial statement for last 3 previous for the FY 2020-21, 2021-22, 2022-23.	The bidder should submit the audited Financial statement for the FY 2020-21, 2021-22, 2022-23 duly certified by Chartered Accountant (CA) along with UDIN No. or CA certificate with UDIN No.
10	Bidder should have a positive net worth as on 31.03.2023.	CA Certificate to be submitted with UDIN No.
11	The bidder should own his DLT node as per TRAI TCCCPR 2018 REGULATION and should be assigned registrar role as per tcccpr 2018	Undertaking to this effect to be Submitted.

3.3 SUBMISSION OF BID:

3.3.1 Bidders are required to submit soft copy of response bid (techno commercial bid) through an e-mail at coi.ebco@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp. This is a single packet system EOI. The Bidder is required to submit their bids as per the last date and time of submission. Bids received after the last date and time of submission will not be considered.

3.3.2 Bid shall be comprise Technical bid, containing various documents related with the eligibility criteria etc. and financial offer as per Chapter-1 Commerical Bid.

3.3.3 The Bid shall contain the documentary proof for eligibility criteria and complete technical proposal. The bid should include technical proposal with full details including description of services so as to enable technical assessment of the proposal. The bid must be submitted in a structured manner. The proposal should comprise of the following in that order: -.

- a. A letter of authority/Power of Attorney duly signed by an authorized signatory including Board resolution and POA trail.
- b. EOI Cover letter (chapter-5).

- c. Digitally signed copy of EOI document as acceptance of all the terms and condition of EOI Document by authorized signatory.
- d. Format for Affidavit to be uploaded by bidder as per Annexure-II of Chapter-6 along with the tender documents.
- e. Bidders Profile Information as per Annexure-III of Chapter 6 on bidder's letter head along with supporting documents.
- f. Undertaking for not being blacklisted as per Annexure-IV of Chapter-6 on Bidder's letter head.
- g. Eligibility Criteria Compliance along with supporting documents.
- h. Compliance of Technical Specifications.
- i. Check List Compliance as per Chapter 7 on bidder's letterhead.
- j. Commercial Bid as per Chapter-1

3.4 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.

3.5 Bid Evaluation

3.5.1 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.

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

3.5.3 RAILTEL will only finalized bidder on the basis of per SMPP shortcode messaging services cost of each of the items as mentioned in SOR. RailTel will select the bidder on the basis of technical evaluation and L1 cost, however RailTel reserves the right to onboard more bidders provided they match the cost of L1.

3.5.4 RAILTEL shall award traffic dynamically on basis of quality, performance and pricing as per middleware engine.

Metric	Measurable
Service Availability	$\geq 99.95\%$
Service Delivery Percentage	$\geq 95\%$
Service Delivery Time	< 8 sec for OTP and < 15 sec for transaction
DLR Time	<5 min

Pricing	as benchmark
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3.5.5 Railtel reserves the right to empaneled more than one vendor in case of matching of price for each line of business. Railtel will give opportunity to any bidder based on technical evaluation.

3.6 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.

3.7 QUALITY OF SERVICE/SLA

The bidder shall provide a Service Level report whenever required in case of specific requirements. The SLA requirements are as under:

Complete Solution (Push and Pull type SMPP Alerts Services) must have 99.95% uptime and should be available on a 24x7x365 basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent.

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 the flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis as specified in the EOI.

SMS Alerts should be delivered in all cities of India and areas without any exception.

The penalty will be imposed for not meeting the SLA as per Clause 3.11 mentioned below.

3.8 VALIDITY OF CONTRACT:

The validity of the contract will be for five years further extendable at the discretion of RailTel.

3.9 VARIATION CLAUSE:

Deleted.

3.10 AWARD AND ISSUE OF POs:

The successful bidder will also have to enter into a Service level agreement for Service Support as per the terms and conditions of the EOI and covering the scope of work and technical requirements.

On completion of the selection process, Letter of Intent/Empanelment will be issued in writing by RailTel to the successful bidder(s) on the rates accepted. RailTel shall be the sole judge in the matter of award of contract and the decision of RailTel shall be final and binding. In case the agreement

is not signed then Letter of Intent/Empanelment and this EOI document will be treated as agreement.

3.11 SERVICES AVAILABILITY PENALTY:

Delay in delivery of Push Type SMS Alerts

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

Following are the Message types:

1. High priority OTP messages to be delivered with in 8 seconds.
2. Transactional messages to be delivered with in 30 secs.
3. Promotional/batch messages to be delivered with in 180 secs.

Success Rate	Penalty for respective message type of respective month
97% & above	NIL
<97% up to 96%	1% of the monthly bill.
<96% up to 95%	2% of the monthly bill.
<95%	5% of the monthly bill.

#Note: Railtel reserves the right to cross check the above performance from CDRs.

If success rate is less than 95% for two consecutive months, RAILTEL may invoke performance bank guarantee.

Penalty for SMSs will not be 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.

3.12 Failure to maintain uptime for Push and Pull Type SMPP Service

RAILTEL expects the uptime of 99.95% 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
<99.95% upto 99.5%	2% of the monthly bill of respective month
<99.5% 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.
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If uptime of services provided by bidder to RAILTEL as per the EOI is less than 97% for two consecutive months RAILTEL may invoke Bidder's performance bank guarantee.

3.13 UNSATISFACTORY PERFORMANCE

RailTel shall have the sole and discretionary right to assess performance(s) of the services offered by the bidder. RailTel, without any liability whatsoever, either direct or indirect, may reject the services provided by the bidder, in part or in its entirety, without needing to offer any explanation to the bidder, either during the pre and/or post-test period should the same be unsatisfactory and not be to the acceptance of RailTel in terms of quality clauses.

3.14 TERMINATION CLAUSE

If the services are not found satisfactory or any other reason compels RailTel to termination of contract, RailTel can terminate the contract by giving three months notice in advance to the bidder. In case, the bidder stops service without notice, RailTel has the right to encash the Bidder's performance Bank Guarantee (PBG).

3.15 TAX VARIATION:

Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, any increase in statutory taxes & duties shall be on RailTel's account only when the delay is on account of RailTel. However, benefit of any reduction in Taxes/Duties will be passed on to RailTel.

3.16 REJECTION AND RETURN OF BIDS

3.16.1 RailTel can reject any or all of the bids as per requirement of RailTel. The documentation uploaded/ submitted by the bidder shall not be returned. RailTel at its sole discretion, may not award any order under the present EOI. RailTel shall not pay any costs incurred towards preparation and submission of the bid or any other expenditure in this regard. If a bidder gives wrong information in their bid, RailTel can reject such bid at any stage or to cancel the contract if already awarded, and forfeit the Bidder's Performance Bank Guarantee/Security Deposit.

3.16.2 Canvassing in any form in connection with the EOI is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

3.16.3 If, a bidder has a relation or relations employed in RailTel, the authority inviting the bids shall be informed of the fact along with the offer, failing which RailTel, at its sole discretion, may reject the bid or cancel the contract and forfeit the Bidder's Performance Bank Guarantee/Security Deposit.

3.17 DISCLAIMER

The EOI document is not an offer by RailTel, but an invitation for bidder responses. No contractual obligation whatsoever on behalf of RailTel shall arise from the EOI document process unless and until a formal contract is signed and executed by duly authorized officers of RailTel and the bidder(s).

3.18 CONFIDENTIALLY

This document contains information confidential and propriety to RailTel. Additionally, the bidder will be exposed by virtue of contract to internal business information of RailTel. Disclosure of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, pre-mature termination of the contract and or legal action against the bidder for breach of trust.

No news release, public announcement, or any other reference to this EOI DOCUMENT or any program there under shall be made without written consent from RailTel.

All information pertaining to this EOI DOCUMENT and the current operations, capabilities, products and clients of RailTel which the bidder may learn as a result of preparation of a response to this EOI DOCUMENT, or in the course of any ultimate contract negotiation, is propriety and confidential information.

3.19 PROPOSAL PROCESS MANAGEMENT

RailTel would accept, reject any or all proposals, to revise the EOI document, to request one or more re-submissions or clarifications from one or more bidders, or to cancel the process in part or whole. Each party shall be entirely responsible for its own costs and expenses incurred while participating in the EOI document and subsequent presentations, demonstrations and trials, and contract negotiation process.

3.20 AUTHORIZATION TO BID

Responses by a bidder to this EOI document should represent a firm offer to contract on the terms and conditions described in the bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of offer commitment with the accompanying signature of the official and submit the copy of power of attorney/authority letter authorizing the signatory to sign the bid. Bidder's Board resolution along with trail of POA shall be submitted.

3.21 LIQUIDATED DAMAGES

If there is any delay in the implementation of the system due to bidder's fault from schedule furnished by the bidder and accepted by RailTel, RailTel will recover 0.5% of the value of the Purchase Order from the bidder for each week of delay. The recovery will be subject to an upper limit of 10%.

3.22 CHANGE OF OWNERSHIP OF FIRM

In the event of the bidder's company or the concerned division of the company being taken over/bought over by another company, all the obligations and liabilities under the agreement with RailTel shall be passed on for compliance to the new company in negotiations of their transfer.

3.23 CREDENTIAL VERIFICATION:

3.23.1 The bidder shall submit along with the EOI document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the EOI document. Each page of the copy of documents/ certificates in support of credentials, submitted by the bidder, shall be self-attested/digitally signed by the bidder or authorized representative of the firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the bidder as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their EOI.

3.23.2 The bidder shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-II. Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the bidder to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the EOI document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of bidder as far as his qualification for the EOI is concerned.

3.23.3 The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his EOI 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.

3.23.4 In case of any wrong information submitted by the bidder, the contract shall be terminated, Performance Guarantee (PBG)/Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

3.24 ADDENDA / CORRIGENDA:

Addenda / Corrigenda to the EOI documents may be issued by RailTel prior to the date of opening of the EOI, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on e-Portal only. Bidders who are unable or unwilling to bring their EOI response to conform to the requirements of the RailTel are liable to be rejected.

3.25 AMBIGUITY:

If there is any ambiguity or doubt as to the meaning of any of the EOI clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing.

3.26 Acceptance of the Offers: -

RailTel is not bound to accept the lowest or any offer and reserves to itself the right to accept any offer in respect of the whole or any portion of the item specified in the EOI and the contractor shall be required to deliver at the rate quoted.

3.27 Quantity to be ordered:

Deleted.

3.28 Payment Terms:

- a) All Charges will be billed on a monthly basis.
- b) Payment shall be processed within 45 days from date of validation and acceptance of a monthly invoice.
- c) Bill passing authority is concerned GM/GGM and paying authority is Corporate Office.
- d) Tax invoice will be submitted at the time of claiming payment.
- e) A statement of failed messages and messages delivered in two parts along with an SLA report is required to be submitted.

Payment will be done after the submission of the following documents:

- i. Invoice.
- ii. Verification of the SMS quantity.
- iii. Valid Performance Bank Guarantee.

Other Terms and Conditions

- a) The desired throughput of 5000 TPS has to be maintained at service provider server to prevent formation of SMPP alerts queues at RAILTEL server.
- b) The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications installed at RAILTEL.
- c) No payment will be made for SMS alerts failed/not delivered due to any fault/failure on the part of bidder.
- d) Bidders to ensure interoperability between all existing and new service providers for delivery of Push/Pull type SMSs.
- e) Bidder will provide details of SMS delivered by them with bifurcation of successful, unsuccessful and split messages.
- f) All payments will be made after deducting penalties, if any.

3.29 Purchaser's right to accept any Bid and to reject any or all Bids:

The Purchaser reserves the right to accept or reject any bid, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

3.30 Force Majeure Clause:

In the event of either party being rendered unable by force majeure conditions to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.

The term force majeure employed herein shall mean Act of God, war (declared or not), storms, floods, tsunami, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, plague, quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of RailTel, the contractor cannot reasonably prevent or control against.

3.31 Submission of Offers of EOI:

The response to this EOI should be duly submitted through mail as per clause 3.3.1 with following documents:

- a. EOI cover letter, commercial bid and firm's letter head (if used) must be duly signed by the bidder in each page.
- b. The bidder should avoid over writings and corrections. However, if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the bidder at every correction.
- c. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per 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.
- d. Bidders are requested to go through the EOI document carefully and note that, by submitting the EOI document, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

3.32 Security Deposit/Performance Bank Guarantee:

The successful bidder shall submit PBG of Rs. 10,00,000/- (Rs. Ten Lakh only/-) towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of purchase order/LOA/LOI, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO, from any

scheduled bank for due fulfillment 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.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful bidder.

Note:

- 1) A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 2) Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".

3.33 No Interest on Performance Security:

No interest shall be paid on the amount of Performance Guarantee/ Security Deposit held by RailTel, at any stage.

3.34 Rate, Taxes and Duties: -

3.34.1 Bidders should submit offer on CIP destination basis. Bidders should clearly indicate separately ex-works basic price, packing charges, forwarding charges, CGST/SGST/IGST/GST, Freight and insurance charges up to destination, applicable for each unit wherever applicable.

3.34.2 Bidders are requested to quote under the following terms: -

The Bidder are required to quote in the same rate units/ Sets etc. as given in the EOI schedule. Any deviation in this aspect will make the offer liable to be ignored.

3.34.3 Bidders should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

3.35 Tax deducted at Source:

Statutory deduction of taxes would be made as per the prevalent rules. The PAN number may be furnished invariably.

CHAPTER-4

TECHNICAL REQUIREMENTS & AND SPECIFICATIONS

S.No.	Description	Compliance (Yes / No)
1.	The solution offered should provide Push and pull-based SMPP 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 t h e DC and DR sites of the RAILTEL, including test setup if required. Site Addresses: RAILTEL DC Site: B-Block, Rail Nilayam, Secunderabad-500071. RAILTEL DR Site: Plot No. 143, Institutional Area, Sector 44, Gurgaon, Haryana-122003.	
3.	SMPP service is required that supports Pull SMPP for receiving requests from its customers. The SMPP solution should permit them to pull the status of his/her service request by sending SMS in pre-specified formats (SMPP Codes such as BAL, USAGE, VALID, etc.).	
4.	For enabling the PULL SMPP facility, the bidder will be required to provide two codes (long code/shortcode/VMN) for the use of RAILTEL without any cost, for receiving incoming SMPPs in predefined formats from its customers.	
5.	The code (long code/shortcode/VMN) allotted to RAILTEL for Pull SMPP service should be easily memorable and accessible to RAILTEL customers, through all the telecom operators across the India 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 etc.	
6.	RAILTEL will share its application URL on which t h e bidder/service provider will be required to forward all incoming queries. RAILTEL will share the desired format of pull SMPP's with Bidder.	
7.	The codes once allocated to RAILTEL for accessing Pull Service (long code/shortcode/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 SMPP 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, without any exception.	
10.	Availability of Push and Pull services and delivery of alerts to be made on 24*7*365 basis.	

RailTel/EOI/CO/Mktg/2023-24/SMPP Messaging Services /09

11.	The solution offered should provide the SMPP 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 share the multiple accounts of Transactional, Promotional & and OTP route for delivery of outgoing/incoming SMS Alerts for RAILTEL's PUSH and PULL service to/from national mobile subscribers.	
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.	
24.	The bidder should have proper test infrastructure with the capability of end-to-end testing of all integration with RAILTEL applications.	
25.	The online mechanism in real time mode has to be provided for SLA enforcement with regard to the Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with the flexibility to generate MIS on daily/ weekly/ fortnightly/ monthly/ specified date range basis.	
26.	The bidder should provide a 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. For SMS crossing 60 characters which are further split into multiple messages, a report to be shared for all such messages.	

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27.	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 SMPP received at Bidder's Server, SMPP sent to the Telecom operator, actual delivery to the end user and final status of SMPP transaction along with status description.	
28.	Bidder to maintain the data with regard to SMS 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/ 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.	
29.	The bidder should have an online ticketing mechanism (either through some portal or mail) for logging and tracking all the complaints raised by the RAILTEL or RailTel external customers.	
30.	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, , Rupay, Amex etc. at no extra cost to RAILTEL.	
31.	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.	
32.	DND compliance will be the responsibility of the Bidder/Service provider.	
33.	DLT and content template approval and processing compliance will be responsibility of the bidder/service provider.	
34.	The solution offered should be scalable and flexible to meet the requirements, change requests of RAILTEL for the next 5 years from the date of award of contract.	

35.	For SMPPs, solution should provide features including but not limited to below, in addition to other features specified in the EOI: a) Online Website/Portal based access b) Menu Driven Graphical User Interface (GUI) based access c) User ID/Password based access to website/portal d) Facility of Admin Users to create/modify/delete/maintain users for various locations. e) Sending SMPP to one/many mobile numbers f) Upload of Mobile Numbers through Excel and Txt formats g) Scheduling SMPP h) Provision of Web-based reports for download in Excel/Txt/PDF Format. i) MIS for SMPPes user ID wise, period wise, date wise, status wise (delivered, undelivered) etc for SMPP alerts sent.	
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Note: The Bidder has to submit the compliance to the above Technical Requirements & Specifications.

Date: _____

Place: _____

Signature of Authorised Signatory

Name of Signatory:

Designation:

Seal of Company

Section-II

Chapter 5

EOI COVER LETTER

JGM/Marketing
RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of all Clauses of EOI.

2. I agree to abide by this Proposal, consisting of this letter, Technical and Commercial Proposals for a period of 180 days from the date of submission of proposal as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.

5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of EOI issued vide ref no. dated on https://..... portal, against this EOI based customer's requirement

7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI issued vide ref no. dated on https://.....

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

CHAPTER-6

Annexure-I

PERFORMANCE BANK GURANTEE BOND

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

1. (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated.....made between and for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)**do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the claim period of one year over and above the expiry period (1) We shall be discharged from all liability under this Guarantee thereafter.

We, We,
(indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

We, the Bank further agree that this guarantee shall be invokable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New Delhi is being advised accordingly.

(indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2023

for (Indicate the name of the Bank)

Witness

1. Signature
 Name
2. Signature
 Name

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BIDDER ALONGWITH THE BID DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the bidder) **

I..... (Name and designation) ** appointed as the attorney/authorized signatory of the bidder (including its constituents),

M/s _____ (hereinafter called the bidder) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/we the bidder (s), am/are signing this document after carefully reading the contents.
2. I/we the bidder (s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of bids, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the bid by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of bids, it shall lead to forfeiture of the PBG besides banning of business for five years on entire RailTel. Further, I/we (insert name of the bidder)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

VERIFICATION

I/We do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by bidder. Attestation before Magistrate/Notary Public.**

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

S. No.	Particulars	Description
1	Name of the Bidders/Company	
2	Constitution	
3	Date of Establishment/ Incorporation	
4	Address Registered Office ----- Corporate/ Head Office	
5	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 and DR site	
8	GSTIN No.	

Signature & Seal of Company

Undertaking for not Being Blacklisted/Debarred

<On Company letter head>

To,

JGM/Marketing
RailTel Corporation of India Ltd
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Subject: **Undertaking for not Blacklisted/Debarred**

We, _____, having its registered office at _____

hereby declares that the Company has not been blacklisted/debarred by any Governmental/

Non-Governmental organization in India for past 3 years as on bid submission date.

Date and Place:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

CHAPTER 7

CHECK LIST (To be filled up)

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1	Cost of EOI document as per EOI Notice.		
2	Power of Attorney in favour of person signing the bid documents (including Board resolution and trail of POA).		
3	Downloaded EOI document along with corrigendums if any digitally signed.		
4	Documents/ declarations towards eligibility criteria conditions (as per chapter-3, clause 3.2)		
5	Technical specifications compliance (as per chapter-4)		
6	EOI Cover letter duly signed as per clause 6.1 (Format in Chapter-5.)		
7	Credential Verification Affidavit as per chapter-3, clause 3.22 (Format Annexure-II, Chapter-6).		
8	Bidder Profile as per (Format Annexure-III, Chapter-6).		
9	Undertaking for not being Blacklisted / debarred (Format Annexure-IV, Chapter-6).		
10	Commercial Bid as per Chapter-1		

Note: Bidders is required to submit all the applicable formats as per EOI document carefully and completely.

END OF THE DOCUMENT