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Dated: 15.02.2023

**RailTel Corporation of India Ltd
(A Government of India Enterprise)**

6th floor, Tower II East Kidwai Nagar,
Plate-A, Kidwai Nagar, New Delhi,
Delhi 110023

Website: www.railtelindia.com

Corrigendum –II

Sub: Request for proposals for “FOR DELIVERY OF SMS ALERTS SERVICES”.

Ref: i) This office TENDER No. RailTel/Tender/OT/CO/Mktg/2022-23/RailWire/SMS Pack/08 dtd 25.01.2023

ii) Corrigendum-I dtd 03.02.2023

With reference to TENDER No. RailTel/Tender/OT/CO/Mktg/2022-23/RailWire/SMS Pack/08 dtd 25.01.2023, following amendments in the tender as follows:

1. Point no. 5, Clause 3.2 Eligibility Criteria, Supporting documents required may be read as:

Bidder to submit GST invoice (supported by GSTR-1) during FY 22-23 by respective clients along with copy of PO.

Bidder has to submit CDR or operator's certificate for showing volume of real time SMS alerts for establishing capability to handle at least 30 lacs real time SMS alert per day.

2. Point no. 10, Clause 3.2 Eligibility Criteria may be read as:

The bidder should have a minimum two Support/ representative office in any of the two cities in India to provide support immediately on call.

**रेलटेल कारपोरेशन ऑफ़ इंडिया लिमिटेड (भारत सरकार का उपक्रम)
RailTel Corporation of India Ltd. (A Government of India Undertaking)
CIN : U64202DL2000GOI107905**

Corporate Office : Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi-110023, T : +91 11 22900600, F: +91 11 22900699
Regd. Office: 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053
Website : www.railtelindia.com

3. Point no. 14, Clause 3.2 Eligibility Criteria may be read as:

The bidder should own his DLT node as per TRAI TCCCPR 2018 REGULATION or should be assigned registrar role as per tcccpr 2018. The bidder should submit the documentary proof.

4. Point no. 28, Chapter-4 TECHNICAL REQUIREMENTS & SPECIFICATIONS may be read as:

The bidder should provide the details of all the messages sent through their gateway over Web portal/ftp on monthly basis containing details specified at point above.

5. Point no. 34, Chapter-4 TECHNICAL REQUIREMENTS & SPECIFICATIONS may be read as:

DND compliance will be the responsibility of the Bidder/Service provider. Railtel will provide the opt-in details of the customer whenever required.

6. Presently Sender IDs are non-exempted. However, in future for any exempted Sender ID/IDs, the benefit of cost exemption to be passed to RailTel.

7. Clause 7.15, Force Majeure Clause, Chapter-7 may be read as:

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, epidemic, 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.

8. Point no. 3, Clause no. 8.26.0, Settlement of Disputes/ Arbitration, Chapter-8:

The Arbitral Tribunal shall consist of the Sole Arbitrator appointed on **mutual consent**, if the value of claim is up to Rs. 10 lakhs. 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 fulfil their obligation under this Agreement so far as they are reasonably able to do so.

9. All other terms & conditions are as per the tender.

The last date of submission of Tender for “FOR DELIVERY OF SMS ALERTS SERVICES” issued vide this E-Tender Notice No: **RailTel/Tender/OT/CO/Mktg/2022-23/RailWire/SMS Pack/08 dtd 25.01.2023** is extended from **16.02.2023 to 28.02.2023 up to 15:00 Hrs.** All the submitted bids will be opened at **15:30 Hrs. on 28.02.2023.**

**Manoj Tandon
GGM/OPs**

PRE-BID QUERIES RESPONSE

(E-TENDER No. RailTel/Tender/OT/CO/Mktg/2022-23/RailWire/SMS Pack/08 dtd 25.01.2023)

S.No	Chapter No.	Page No.	Clause / Sub Clause No	Clause Description	Query	Reply
1		43	Points 8.6.2.1	Termination	Any termination for default has to be with notice of at least 30 days to cure the breach. Termination clause should also include the following: 1)Netcore may terminate this Agreement, if RailTel is in breach of its obligations, or representations and warranties, or the terms of the Agreement, or applicable law, or wilful misconduct, fraud, gross negligence, which is not curable, and where such breach can be cured, has not been cured within thirty (30) Business Days of written notice specifying such breach. 2)Netcore shall have the right to forthwith terminate this Agreement under certain circumstances, and shall include: a)any acts or omissions on the part of RailTel, which shall adversely impact the quality of Services, Intellectual Property Rights and Confidential Information of Netcore. b)any acts or omissions on the part of RailTel, which are unethical, fraudulent or unlawful. 3)The SMS Services provided by Netcore are contingent upon the facilities and business rules of the telecom operators and TRAI. In the event of any change in the terms and conditions or business rules of any of the operators or TRAI that impacts the ability of Netcore to provide the SMS Services herein covered under this Agreement, Netcore will notify RailTel immediately of such change in the terms and conditions. Either Party may terminate the SMS Services under the Agreement forthwith, without liability, if the Parties are unable to agree to any modified terms and conditions within a period of 15 days, under which Netcore will provide the SMS services.	Clause will remain same as per the tender document.
2		48	Point 8.15	Indemnity	When RailTel is seeking PBG then indemnity or any other type of penalty should not be sought from Netcore. Additionally, RailTel should also give indemnity in favour of Netcore for their breach under the agreement. Additionally, Netcore's total liability has to be limited to INR 5,00,000.	Clause will remain same as per the tender document.
3		52	Point 8.24.3	Jurisdiction	Jurisdiction has to be Mumbai, since the services are being provided from Mumbai.	Clause will remain same as per the tender document.
4		52	Point 8.24.5	Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970	Cannot accept since this is not a contract labour arrangement between Netcore and RailTel.	Clause will remain same as per the tender document.
5		53	Point 8.26 (1)	Settlement of Disputes/ Arbitration	Seat of arbitration has to be Mumbai.	Clause will remain same as per the tender document.
6		53	Point 8.26 (3)	Settlement of Disputes/ Arbitration	Appointment of arbitrator by RailTel cannot be accepted, since it will be prejudicial to the interest of Netcore. The sole arbitrator has to be a court appointed arbitrator, to be fair for both parties.	As per the Corrigendum-II, Point no. 8

7		53	Page 53 onwards	THE CONTRACT SHOULD ALSO INCLUDE THE FOLLOWING TERMS: I.Obligations of RAILTEL a.RAILTEL will register itself on the Distributed Ledger Technology (DLT) platform created by telecom operators for enabling them to send SMSs to intended recipients, in accordance with the TRAI Telecom Commercial Communications Customer Preference Regulations 2018 ("TCCCP Regulations"). As part of the registration process, RAILTEL will register itself as an entity which is the sender of the SMSs, upload the message template which will be used for the SMSs, the opt-in proof template and the opt-in proofs received from the intended recipients (which opt-in proof will not be older than 6 months and ensure that any given point of time the opt in is not older than 6 months). RAILTEL acknowledges that this is a requirement under the TRAI regulations and agrees that failing to conform to the registration on the DLT platform, no SMS will be sent and Netcore will not be held responsible for the same. RAILTEL further agrees and acknowledges that it will register on the DLT platform for each sender ID that it may propose to procure and use for its business requirements under this Agreement. RAILTEL will be liable to pay all penalties that may be imposed by TRAI or the telecom operators, due to any act of the RAILTEL which is in contravention of its registration and submissions on the DLT platform. b.All costs and fees for the DLT registration process, if any, shall be solely borne by RAILTEL. Further, RAILTEL shall pay for any additional services that it may procure on the DLT platform, during the registration process, such as, scrubbing. Any such special services will be the responsibility of the telecom operator and Netcore will not be responsible for the same. c.RAILTEL agrees that the use of the Services pertaining to the SMSs shall be subject to the applicable TRAI directions, rules and TCCCP Regulations ("TRA laws") and will at all times comply with the applicable TRAI laws. d.RAILTEL shall at all times be responsible for creation of the content/creatives of the SMSs it proposes to send under this Agreement ("Content"). RAILTEL will at all times be liable for the consequences arising from the Content. e.RAILTEL shall ensure that the Content is not infringing, libellous, defamatory, obscene, pornographic, abusive, harmful, threatening,	RailTel already registered with DLT.
8	Chapter 3	10	Eligibility point 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. Request to change the clause to any two metro cities.	As per the corrigendum-II, Point no. 2
9			Extension	Request you to kindly extend the tender by a week	As per the corrigendum-II.
10	ELIGIBILITY CRITERIA	11	3.2	The bidder should own his DLT node as per TRAI TCCCP 2018 REGULATION and should be assigned registrar role as per tcccp 2018 Please define a node, as DLT is regulated by TRAI & ownership lies with Telecom Operators	As per the corrigendum-II, Point no. 3
11	Special Tender Conditions	15	3.12	Delay in delivery of Push Type SMS Alerts Is it applicable for all types of Messages, as for Promotional Delivery reports aren't provided by telecom operator	No Change.
12	Special Tender Conditions	16	3.12.2	Delay in Integration How is the Period calculated as dependices are on both parties e.g Port opening/IP whitelisting at client end	RailTel will provide all the required data and all the dependencies will be resolved timely.
13	TECHNICAL REQUIREMENTS & SPECIFICATIONS	25	25	The bidder should have capability to communicate through dedicated leased lines for mentioned services (Push and Pull) between RAILTEL and bidder's infrastructure Dedicated lease line will be owned by which party that includes costing	Only between Bidder infrastructure and telecom operator
14	TECHNICAL REQUIREMENTS & SPECIFICATIONS	25	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. We can Integrate RAILTEL URL to push real time data which can be calculated for SLA at client side	Data to be provided as per the tender specifications

15	TECHNICAL REQUIREMENTS & SPECIFICATIONS	26	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	Data is available over Web Portal for a period of 100 days which can be stored at RAILTEL end or through FTP data can be shared	As per the Corrigendum-II, Point no. 4
16	TECHNICAL REQUIREMENTS & SPECIFICATIONS	26	30	Bidder should retrieve and provide the required data to RAILTEL within 24 hours of receiving request in this regard from RAILTEL.	Does this include data for the entire retention period, as data is deep archived after a period of 100 days so depending on the request it might take more than the specified time	Clause will remain same as per the tender.
17	TECHNICAL REQUIREMENTS & SPECIFICATIONS	26	34	DND compliance will be the responsibility of the Bidder/Service provider.	Necessary OPT-IN Documents for Client's Consent will have to be provided by RailTel	As per the corrigendum-II, Point no. 5
18	CHAPTER-3	10	3.2 (8)	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.	Since DLT introduced so now no need of Telemarketers certificate just need only operator agreement, kindly amend the same	Clause will remain same as per tender
19				General Query	You did not mention about the SMSes tieup so please amend with the requirement minimum 03 SMSes tieup bidder should have	No Change.
20				General Query	Kindly update about the Sender ID whether its TRAI Exempted or not	As per the corrigendum, Point no. 6
21				General Query	Kindly update about the tentative monthly traffic.	Tentative monthly traffic of SMS is 1.4 to 1.5 Cr. It may vary by +/-2% every month
22	1	14	3.8.b	Variation of quantity of > 25% to 40% will be at 2% rebate, above 40% to 50% with 4% rebate and beyond 50% the rates shall be decided on the basis of negotiations.	Kindly request Railtel to share the details for this Clause.	No Change.
23	1	16	3.12.2	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.	kindly request Railtel to extend the time line from 3 weeks to 5 weeks	No Change.
24			General	SLA Exemption	SLA should exclude network errors like-Phone switched off, Out of network area, Inbox full, Invalid number, Invalid IMSI etc	Penalty for SMSs will not be applicable for factors 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. The Report has to be given for all the above root causes.
25			General	SLA Monitoring and Warranty	Delivery of SMS depends on many external factors which can be delayed or not delivered due to Subscriber handset is switched off, Network unavailable, Handset Inbox memory full or some issue with subscriber's operator end. We request you to consider these factors in penalty calculation and payment of failed SMS.	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. The Report has to be given for all the above root causes.
26	3.1 - scope of work	11		The bidder should own his DLT node as per TRAI TCCPR 2018 REGULATION and should be assigned registrar role as per tccpr 2018	This will mean only operators can bid - No aggregator is considered orderer in TCCPR 2018. Requesting you to amend this statement accordingly.	As per the corrigendum-II, Point no. 3
27	3.12 - SERVICES AVAILABILITY PENALTY:	15		Delay in delivery of Push Type SMS Alerts	We can attempt delivery - However % delivered messages depend on handset availability, DLT scrubbing etc. Hence, the calculation should be on attempted delivery and not on the successful delivery	Calculation will be done on the successful delivery.
28	CHAPTER-4	25		The bidder should have the facility of online filtering of the DND numbers on real time basis	Are you referring to DLT scrubbing or any other DND data? The responsibility for the opt-in list will remain with RAILTEL. Please confirm	Railtel will provide the details of opt-in no. when required.
29	CHAPTER-4	24		2.) The solution offered should integrate with applications at DC and DR site of the RAILTEL, including test setup.	Please confirm that Bidder only needs to provide the API and these APIs will be consumed/used by the RAILTEL.	Bidder will be responsible for providing API as well as end to end integration

30		16	3.13 UNSATISFACTORY PERFORMANCE & 3.14 TERMINATION CLAUSE		Unilateral clause - Please consider to make this clause mutual and provide us the right to terminate in certain cases such as- for any consecutive failure of making payment without any reason , adherence to any govt. or regulatory order. Kindly provide us with curing period period of 30 days before such termination.	No Change.
31		19	3.29 Limitation of Liability		Kindly please consider to make this mutual as complain comes or regulatory enquire comes we may suffer direct or indirect damages.	No Change.
32		20	3.34 CONFIDENTIALLY		Unilateral clause - Please consider to make this clause mutual. We will also be sharing information during the process which is confidential.Hence, we need this clause to be mutual.	No Change.
33		48	8.15.0. Indemnity		Unilateral- Kindly make this mutual as we would also require indemnity for any claims arising as a result of unauthorised usage or content breach.	No Change.
34		36	7.15 Force Majeure		Request you to include Epidemic in the clause.	As per the corrigendum-II, Point no. 7
35	General				Kindly confirm if lease line will be provided by Railtel	RailTel will not provide the lease line.
36	3.2 ELIGIBILITY CRITERIA, Point no. 5			Bidder should have a capability to handle at least 30 lacs Real Time SMS alerts per day.	GST invoice raised for client on monthly consumption basis and it is not mentioned in the raised Invoices that the volume of Real Time SMS Alerts for establishing capability to handle at least 30 lacs Real Time SMS alerts per day for transactions. Requesting you to kindly ask for below supporting documents- In support of this Bidder(s) shall require to provide documentary evidence showing volume of real time SMS alerts for establishing capability to handle at least 30 lacs real time SMS alert per day. GST Invoice from the client along with the TPS letter from operators.	As per the Corrigendum-II, Point no. 1
37	3.2 ELIGIBILITY CRITERIA, Point no. 5			The bidder should own his DLT node as per TRAI TCCCPR 2018 REGULATION and should be assigned registrar role as per tccpr 2018	With reference to the mentioned point, it is suggested that the bidder should be one of provider of such DLT platform as prescribed and regulated by TRAI (Telecom Regulatory Authority of India) to at least 1 (one) state Owned Telecom Operator to handle and manage all the core aspects of the compliances and technology to facilitate RIOTES day to day operations The bidder should submit the documentary proof indicating that it acts as a Registrar for the telecom Operator.	As per the Corrigendum-II, Point no. 3
38	General				To handle such volumes as per EO1, it is recommended that the Bidder should have an on premise self-owned SMSC (Short Messaging Service centre) setup with SMS gateway with at least one state owned telecom service provider which can suffice 5000 TPS (Transactions Per Second). Apart from the self-owned SMSC setup, it is recommended that Bidder should have multiple connectivity with minimum 1 state owned and 2 private telecom service providers for sending SMS as per the requirement described in the Scope of work. Documentary proof should be demanded for all the above cases.	No Change.
39	EMD fees				It is our humble request to kindly consider EMD fee by BG	No Change.
40		2	EMD	Earnest Money (EMD): Rs 17,15,000/- to be submitted in favor of RailTel Corporation of India Ltd. through "ONLINE" mode through e-tender portal.	Amount is quite high to transfer the amount online and as a standard process kindly allow to submit the EMD in the form of BG and share the EMD BG Format.	No Change.
41	1	4	Commercial Bid	Format for Commercial Bid	1. What will be the total monthly volume ? Kindly segregate the volume in nature wise i.e. OTP , Trans , Promo	Total monthly SMS volume will be tentatively 1.4 to 1.5 Cr. It may vary by +/-2% every month. We cannot provide segregation OTP, Transactional and Promotional wise.
42					2. RAILTAIL is comes under the Government Exempted Sender ID or Non Exempted sender ID ? Kindly confirm the Sender ID (6 character Sender Details)	Presently Sender IDs are non-exempted. However in future for any exempted Sender ID/IDs, the benefit of cost exemption to be passed to RailTel.
43					3.In the Scope you have asked for the	Request not clear
44					If the Commercial needs to be submit on non exempted then Please add DLT line item seperetly on Submission mode .	Presently Sender IDs are non-exempted. However in future for any exempted Sender ID/IDs, the benefit of cost exemption to be passed to RailTel.

45				The Bulk SMS Services should cover the facility like Push Service and Pull SMS Using Long code / Short code / VMN. Final Selected L-1 bidder has to provide easy to remember codes (long code/short code/virtual mobile number codes) for the use of RAILTEL, which can be used for providing PULL SMS services to its customer in India , without any extra cost to the RAILTEL.	1. Is the RAILTAIL currently using the Pull sms services ?	RailTel is currently not using the Pull SMS service but may require that in future.
46					2. How many VMN / Short code RAILTAIL currently using ? Is the VMN / short code is with the name of RAILTAIL ?	RailTel is currently not using any VMN/short code
47	3	9	3.1 SCOPE OF WORK		3. Total volume and use cases for the Pull SMS please share	Total volume and use case currently not there but RailTel may require Pull SMS functionality in future to enable customer to generate the tickets/complaints and queries messages from their end.
48					4. As a new bidder how many short codes / vmn needs to provide to RAILTEL ?	We will share the requirement if required at the time of implementation
49					5. Kindly include commercial line item for the PULL SMS Services . One time cost , Monthly rental and cost of Pull sms	No Change.
50		9		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 and other projects like HMIS, CNOC customer support. The integration cost, wherever applicable, will be borne by the bidder.	As a Bidder we needs to expose our API in this regards , Is the understanding is correct ?	Yes, Bidder should provide their API and enable end to end integration
51	3	11	3.2 ELIGIBILITY CRITERIA	14 The bidder should own his DLT node as per TRAI TCCCPR 2018 REGULATION and should be assigned registrar role as per tcccp 2018	As a aggregator we have a DLT registration, Telemarketer certificates along with Operators and same we can share in this regards. Is that okay ?	As per the corrigendum-II, Point no. 3
52	3	15	3.12 SERVICES AVAILABILITY PENALTY:	Delay in delivery of Push Type SMS Alerts	With reference to minimum delivery ratio, kindly confirm if the following error codes will be excluded - Inbox full - International Roaming - Mobile Number blacklisted - Mobile Switched Off - Mobile Out of range - Invalid Mobile Number and many more which is standard and static failure reasons	Following error codes are excluded: Users Cell Phone Switch Off, not reachable, Invalid Number, memory capacity exceeded, Barring by operator, Absent subscriber, mobile equipment error, network error/unavailable etc. The Report has to be given for all the above root causes.
53	GENERAL				Is there any physical submission ? If YES then what all are the documents you required Physically	All the documents to be submitted online only
54					Is a closed bid or RA ?	It is a closed bid and not a reverse auction
55					Only L1 Bidder will get selected or multiple bidders L2: L2 etc ...	Only L1 bidder will get selected in the tendering process.
56	2	-		# Small scale Units registered with NSIC under single point registration scheme are exempted from cost of Tender Documents and EMD as per Govt. guidelines.	Our company is a 'Medium' unit registered with NSIC. Please confirm whether we are eligible to seek exemption under this clause.	If exemption is mentioned in the certificate then it will be granted.