

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 किदवाई नगर,
नई दिल्ली -110023**

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

“एसएमएस अलर्ट सेवाओं की डिलीवरी के लिए”

ELECTRONIC TENDER

FOR

“FOR DELIVERY OF SMS ALERTS SERVICES”

ई-निविदा संख्या: रेलटेल/टेंडर/ओटी/सीओ/मार्केटिंग/2022-23/रेलवायर/एसएमएस पैक/08

E-Tender No.: RailTel/Tender/OT/CO/Mktg/2022-23/RailWire/SMS Pack/08

निविदा दस्तावेज की कीमत: रु. 11,800/- (टैक्स सहित)

Cost of Tender Document: Rs. 11,800/- (Including Taxes)

(Two Packet System)



रेलटेल कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड
छठा तल, ब्लॉक -2, एनबीसीसी कार्यालय परिसर, पूर्वी किदवई नगर,
नई दिल्ली -110023 , Ph: 011-22900600, Fax: 011-2290069

ई-निविदा सूचना संख्या/E-Tender Notice No.: E-TENDER No. RailTel/Tender/OT/CO/Mktg/2022-23/RailWire/SMS Pack/08 DT. 25.01.2023

रेलटेल कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड "एसएमएस अलर्ट सेवाओं की डिलीवरी के लिए" की ई-निविदा आमंत्रित करता है।

RailTel Corporation of India Ltd. (RCIL) invites Tenders for "FOR DELIVERY OF SMS ALERTS SERVICES".

a)	निविदा डाउनलोड करने की आरंभ तिथि/ Opening date of Tender downloading	25.01.2023
b)	प्रीबिड मीटिंग- /Pre-Bid Meeting (Through VC, link to be shared on demand by e-mail)	06.02.2023 at 15:00 hrs.
c)	बिड जमा करने की तिथि /Bid submission date	16.02.2023 up to 15:00 hrs.
d)	ई-बिड खुलने की तिथि /Opening of E-bids	16.02.2023 at 15:30 hrs.
e)	निविदा की अनुमानित लागत Approximate cost of Tender	Rs. 8.57 Cr (excluding taxes)
f)	अग्रिम धन/ 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.	
g)	निविदा दस्तावेज की लागत रु 11,800 /- (कर सहित)। जो कि बिडर को रेलटेल के ई-टेंडरिंग पोर्टल के माध्यम से " https://railtel.enivida.com " जमा करनी होगी Cost of Tender Document is Rs. 11,800 /- (including taxes). The required amount will be payable through RailTel's e-Tendering portal " https://railtel.enivida.com "	

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

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

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

Group General Manager/EB.

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Section-1
Chapter-1
Schedule of Requirements

Commercial Bid

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

Name of the Bidder:

Name & Address of the Company:

Format for Commercial Bid

Item	Per SMS Price (exclusive of all taxes) (in Rs.) (A)	Taxes		Price Per Unit (all inclusive)
		%	Amt (Rs.)	Amt in Rs. (B)
(1)	(2)	(3)	(4)	(5)
Cost per SMS				

Commercial Terms and Conditions

- 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.
- The quoted price shall be uniformly applicable for delivery/ performance to any part of the country and shall be inclusive of incidental charges such cost toward boarding, lodging, travel etc. GST, Sales tax, VAT, other applicable local taxes shall be paid over and above on actual basis on production of documentary evidence.
- 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.
- In case of any downward revision in prices due to any reason, bidder shall Pass on the benefit to RAILTEL with immediate effect.

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

CHAPTER- 2**BID DATA SHEET (BDS)**

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

SN	Reference	Description
1	Tender Notice	Name of work: "DELIVERY OF SMS ALERTS SERVICES"
2	Clause 6.16, Chapter-6	Validity of offer 120 days from the date of opening of tender.
3	Clause 8.28 Chapter-8	Warranty N/A.
4	Clause 3.10 Chapter-3	Delivery Period Within 3 weeks from award of contract
5	Clause 3.2, Chapter-3	Eligibility Criteria as per clause 3.2
6	Clause 3.8, Chapter-3	Purchaser's Right to Vary Quantities +/- 25%
7	Clause 6.4/3.24, Chapter-6/3	Earnest Money Deposit (EMD)/ Bid Security: Rs. 17,15,000/-through e-tender portal as mentioned in the tender notice.
8	Clause 3.27, Chapter-3	Clarification Requests Last date of Submission of Clarification Date: 06.02.2023
9	Tender Notice	Last Date of Submission of Offer Date: 16.02.2023 Time: 15:00 hours
10	Tender Notice	Date of Opening of Tender Date: 16.02.2023 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
11	Clause 6.5 Chapter-6	Security Deposit/Performance Bank Guarantee Performance Bank Guarantee of 3% of total value of the LOA is required to be submitted within 30 days of issue of LOA. Validity of this PBG shall be 39 months from the date of contract.

Chapter - 2-A

E-tendering Instructions to Bidders

2.A.0 GENERAL:

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Chapter- 4B of the Tender Document. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com>. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

2.A.1 GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
7. **The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.**
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

2.A.2 SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

2. Once the bidders have selected the tenders they are interested in, bidder scan pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then bidder may download the required documents / tender schedules, Bid documents etc. Once bidder pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.A.3 PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bid.
2. Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

2.A.4 SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note: Bidder has to submit all required document online only. Original copy is needed to be submitted by the successful bidder before issuance of LOA/PO.

2.A.5 For any clarification in using e-Nivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288988

Mail id: - eprocurement@railtelindia.com

CHAPTER-3

SPECIAL TENDER CONDITIONS

Note: As stipulated in clause No.6.18, The Special Tender Conditions, wherever, they differ from General and Standard Conditions will override the later.

3.1 SCOPE OF WORK

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

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

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.

The bidder should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India without any exception.

The bidder shall be responsible for delivery of real time SMS alerts on 24*7*365 basis as per the requirement of RAILTEL as mentioned under above.

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

The solution offered should provide Push and Pull based SMS alert services to the RAILTEL. For providing these services the offered solution should be seamlessly integrated with RailWire, Wi-Fi & RailWire customer's support and other projects like HMIS, CNOC customer support. The integration cost, wherever applicable, will be borne by the bidder.

The number of SMS / Volume of SMS ordered by RAILTEL to successful bidder may vary from time to time over the period of contract

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

3.2 ELIGIBILITY CRITERIA

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

The eligibility criteria for the bidder are as under:

S. No.	Eligibility Criteria	Supporting Documents to be submitted
1	The bidder should be registered as a company in India as per Company Act 1956/2013	The attested copies of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted.
2	The bidding company should have experience in providing SMS gateway services for the last three years till date of floating of tender.	A copy of the proof should be Submitted in this regard. (Copies of PO/LOA/ satisfactory completion certificate from customers to be submitted).

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3	Bidder should have direct tie up / arrangements with minimum two telecom service providers/operators for within India services. Incase of telco, direct tie up with minimum one telecom service providers/operator is required for within India services.	Copies of Agreements/Certification with the telecom operators with which it has direct connectivity.
4	The Bidder should have DR capability to send alerts from atleast two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.	Full Address Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.
5	Bidder should have a capability to handle at least 30 lacs Real Time SMS alerts per day.	Bidder to submit GST invoice (supported by GSTR-1) during FY 22-23 by respective clients along with copy of PO. Invoices raised should clearly mention the volume of Real Time SMS Alerts for establishing capability to handle atleast 30 lacs Real Time SMS alerts per day for transactions
6	The Bidder should be able to allocate a minimum throughput 500 SMS/sec to RCIL.	Undertaking to be provided for atleast minimum throughput of 500 SMS/sec to RAILTEL for delivery of SMS.
7	Bidder should not have been blacklisted at any time by the Government /Government agency/ Public Sector Enterprise/ Telecom Operators or any other organization.	Undertaking on bidder letter head to be submitted.
8	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.	Certified copy of registration as registered telemarketer as per TRAI guidelines.
9	Delivery of SMS alerts should be ensured to all National locations without any exception.	Undertaking to this effect to be Submitted.
10	The bidder should have a Support/ representative office in metro cities like Delhi/NCR, Bangalore & Hyderabad etc to provide onsite support immediately on call.	Bidder has to submit Address and contact details of any one location along with GSTN of Bidder
11	The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited in any telecom providers / DTH/ Banking/ Finance institute/PSU/ ministries/ deptt./ enterprise. The solution offered should be currently running successfully in at least two organizations. Three similar works# 30% of SOR value each costing not less than Rs. 2.57 Crs, or Two similar works# 40% of SOR value each costing not less than Rs. 3.42 Crs, or	Bidder has to submit copy of latest Purchase orders along with service confirmation /satisfaction certificate from the user.

	One similar work# 60% of SOR value each costing not less than Rs. 5.14 Crs. For Startups (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender: Single order of similar work# 35% of SOR Value costing not less than Rs. 3 Crs. OR Two orders of similar work# 20% of SOR Value costing not less than Rs. 1.71 Crs. OR Three orders of similar work# 15% of SOR Value costing not less than Rs. 1.29 Crs.	
12	The sum total of the turnover (contract amount) during the last preceding three financial years (i.e. current year and three previous financial year) up to the date of opening of tender should be minimum Rs. 12.86 Cr (i.e., 150% of tender value). For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) sum total of turn over of Rs. 4.29 Crs is required. For startups, Certificate of Startup issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries.	The bidder should submit the audited Financial statement for the FY 2019-20, 2020-21, 2021-22 duly certified by Chartered Accountant (CA) along with UDIN No. or CA certificate with UDIN No.
13	Bidder should have positive net worth as on 31.03.2022.	CA Certificate to be submitted with UDIN No.
14	The bidder should own his DLT node as per TRAI TCCCPR 2018 REGULATION and should be assigned registrar role as per tcccp 2018	Undertaking t o this effect to be Submitted.

3.3 Deleted

3.4 SUBMISSION OF BID:

- 3.4.1 Bid system- – ‘Two Packet System’. In this, bidder has to submit both Technical and Financial bid in separate envelope “ONLINE”.
- 3.4.2 Bid shall be submitted in to parts viz. Technical bid, containing only various documents related with the eligibility criteria etc. but shall not contain any document which may disclose the prices. The second part of the bid shall contain only financial offer. Any document related to

financial bid if required to be submitted, the same may also be submitted alongwith the financial offer only.

- 3.4.3 The Technical 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 technical bid must be submitted in a structured manner. The technical portion of 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. Offer letter (chapter-5).
 - c. Compliance Statement as per Annexure -VII of Chapter 9 on bidder's letterhead.
 - d. Digitally signed copy of Tender document as acceptance of all the terms and condition of Tender Document by authorized signatory.
 - e. Bidders Profile Information as per Annexure- V I I I s of Chapter 9 on bidder's letter head along with supporting documents.
 - f. Eligibility Criteria Compliance along with supporting documents as per Annexure -IX of Chapter 9.
 - g. Compliance of Technical Specifications as per Annexure -X of Chapter 9.
 - h. Check List Compliance as per Chapter 10 on bidder's letterhead.
 - i. List of domestic telecom operators with whom the bidder has tie-up for delivery of domestic alerts. Copy of agreements/ certificates or other documentary evidence to be enclosed. Undertaking to be provided by bidder to renew the agreements at least one month before the expiry of existing rate contract.
 - j. Registration certificate from TRAI to be submitted for telemarketing along with the technical bid. Undertaking to be provided by bidder to renew the agreements at least one month before the expiry of existing rate contract.
 - k. Deviation / Nil Deviation Certificate as per Annexure-IV.

3.4.4 Commercial Bid (Part II)

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

3.4.5 Deleted

3.4.6 Modification and Withdrawal:

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

3.4.7 Bid Opening and Evaluation

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

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

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

3.4.8 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.

3.4.9 Preliminary Examination:

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

3.5 SITE VISIT AND VERIFICATION OF INFORMATION:

3.5.1 Bidders are encouraged to submit their respective bids after visiting the sites relevant for the purposes of completion of Scope of Work of the Project and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, regulations and any other matter considered relevant by them.

3.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- i. made a complete and careful examination of the Bidding Documents;
- ii. received all relevant information requested from RailTel;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of RailTel relating to any of the matters referred to in above Clause (3.5.1);
- iv. satisfied itself about all matters, things and information including matters referred to in above clause (3.5.1) hereinabove necessary and required for submitting an informed Bid, execution of the Scope of Work of Project in accordance with the Bidding Documents and performance of its obligations/compliance with all of the requirements, as set out under the Bid Documents;
- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in above clause (3.5.1) hereinabove shall not be a basis for any claim for compensation, Damages, extension of time for performance of its obligations, loss of profits etc. from RailTel, or a ground for termination of the Agreement by the Contractor;
- vi. acknowledged that it does not have a Conflict of Interest; and
- vii. agreed to be bound by the undertakings provided by it under and in terms hereof.

3.5.3 RailTel shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by RailTel.

3.6 QUALITY OF SERVICE/SLA

The bidder shall provide Service Level report from the telecom operator whenever required in case of specific requirement.

The SLA requirements are as under:-

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

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 as specified in the TENDER.

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

3.7 VALIDITY OF CONTRACT:

The validity of the contract will be for three years further extendable for one years on the discretion of RailTel.

3.8 VARIATION CLAUSE:

- a) RailTel reserves the right to order any number of SMS as may be required at the time of work order and increase or decrease subsequently by giving 15 (Fifteen) days notice. The variation of +/-25% will be at same rate.
- 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.

3.9 AWARD/SIGNING OF CONTRACT 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 TENDER and covering the scope of work and technical requirements.

On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The final contract would be in a format as follows and the following documents would be included as part of the final contract.

- i) This Tender Document and all the issued addendum/ corrigendum.
- ii) The bidder's proposal in response to this tender and clarifications made in course of the evaluation including all Annexure and supporting documents.
- iii) An implementation plan identifying the tasks to be completed, the assigned responsibilities and the schedules competition dates.

A Letter of Intent/Acceptance (LoI/LOA) will be issued in writing by RailTel to the successful bidder(s) on the rates accepted and agreement be signed with the bidder(s). RailTel shall be the sole judge in the matter of award of contract and the decision of RailTel shall be final and binding. The agreement shall be for the entire period of the contract as envisaged in this document.

In absence of agreement, this tender document and LOA shall be considered as agreement.

3.10 TIME SCHEDULE:

Deleted

3.11 INSTALLATION AND ACCEPTANCE:

As per Point no. 2, Technical requirement & Specifications, Chapter-4

3.12 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 30 seconds.
2. Transactional messages to be delivered with in 5 min.
3. Promotional/batch messages to be delivered with in 1 hr.

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.

1)

#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 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

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

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

Uptime/Availability	Penalty on Monthly basis
<99.9% upto 99.5%	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.

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

3.12.2 Delay in Integration

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

In case bidder is not able to complete required integrations within stipulated period of 3 Weeks from the date of order, an additional period of 2 weeks (with penalty) will be allowed to the bidder for completing the integrations. Post expiry of initial 3 weeks for completing integrations, a penalty of Rs. 10,000/- per day subject to a maximum of 10% as per clause no. 3.36.1 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 terminate the order.

3.13 UNSATISFACTORY PERFORMANCE

RailTel shall have the sole and discretionary right to assess performance(s) of the services offered by the bidder and 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 which compels RailTel for termination of agreement, RailTel can terminate the service agreement by giving three months notice in advance to the other party. In case, the bidder stops service without notice, RailTel has the right to encash the performance Bank Guarantee (PBG).

3.15 TECHNICAL LITERATURE AND BROCHURE

One set of detailed technical literature shall be submitted in English along with the bid. The literature shall contain detailed specification and information about all the modules of the service. The technical literature will be used to compare the specifications of the offered services vis-à-vis the required specification mentioned in this tender.

3.16 PAYMENT TERMS & PAYING AUTHORITY

Deleted .

3.17 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.

3.18 COMMERCIAL TERMS:

Deleted

3.19 TRAINING: Deleted

3.20 LONG TERM MAINTENANCE SUPPORT/AMC: Deleted

3.21 SPLITTING OF QUANTITY: Deleted

3.22 Deleted

3.23 MAKE IN INDIA CLAUSE

Deleted

3.24 EARNEST MONEY DEPOSIT (EMD)

- 3.24.1 EMD of amount as mentioned on the NIT (notice inviting tender) shall be furnished in the form as stipulated in tender notice (Online).
- 3.24.2 Any bid not accomplished with a valid EMD shall be summarily rejected.
- 3.24.3 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance (LOA) and fails to furnish performance bank guarantee (security deposit) in accordance with Security Deposit clause.
- 3.24.4 Offers not accompanied with valid Earnest Money shall be summarily rejected.
- 3.24.5 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible, but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 3.24.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the Advanced purchase order satisfactorily and furnishing the performance bank guarantee in accordance with Security Deposit clause.
- 3.24.7 Earnest Money will bear no interest.
- 3.24.8 For Micro and Small Enterprises (MSEs)
 - i) For registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India, following exemptions are available:
 - a) They are exempted from cost of tender documents.
 - b) They are also exempted from depositing Earnest money.
 - ii) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof (Udhyam Aadhaar Certificate) of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
 - iii) The MSEs must also indicate the terminal validity date of their registration.

- iv) Failing ii) and iii) above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

3.25 For NSIC registered Firm

1. For small scale units registered with NSIC under single point registration Scheme and having MSME certificate and participating in this tender enquiry, following exemptions are available:

- (i) They are exempted from cost of tender documents.
(ii) They are also exempted from depositing Earnest money.

These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.

2. No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.

3.26 Deleted

NOTE:

This bid complies with "Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012" issued by MoSME."

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

3.27 UPDATION OF LABOUR DATA ON RAILWAY'S SHRAMIKKALYAN PORTAL

- A. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- (a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year."

3.28 CLARIFICATION REQUESTS:

It is solicited that the written queries/ clarifications may be sent to RailTel's office through e-mail to neha.singh@railtelindia.com with copy to a.chandel@railtelindia.com (in pdf & word or excel format) or by post latest by the date as indicated in the Bid Data sheet (BDS). All relevant clarifications sought will be addressed during the pre-bid meeting. Reply of relevant clarifications sought will be uploaded in eNivida portal.

3.29 LIMITATION OF LIABILITY:

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

3.30 CARE IN SUBMISSION OF TENDER:

- 3.29.1 Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017(IGST)/ Union Territory Goods and Service Tax Act, 2017 (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 3.29.2 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 3.29.3 In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, RailTel shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- 3.29.4 Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage Of the contract.

3.31 REPLACEMENT SERVICES: Deleted

3.32 REJECTION AND RETURN OF BIDS

- 3.31.1. 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 tender. 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 Earnest Money Deposit/Performance Bank Guarantee/Security Deposit.

- 3.31.2. Canvassing in any form in connection with the tenders is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.
- 3.31.3. 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 Earnest Money Deposit/Performance Bank Guarantee/Security Deposit.

3.33 DISCLAIMER

The tender 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 tender document process unless and until a formal contract is signed and executed by duly authorized officers of RailTel and the bidder(s).

3.34 CONFIDENTIALITY

This document contains information confidential and propriety to RailTel. Additionally, the bidder will be exposed by virtue of contracted 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 TENDER DOCUMENT or any program there under shall be made without written consent from RailTel.

All information pertaining to this TENDER 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 TENDER DOCUMENT, or in the course of any ultimate contract negotiation, is propriety and confidential information.

3.35 PROPOSAL PROCESS MANAGEMENT

RailTel would accept, reject any or all proposals, to revise the tender 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 tender document and subsequent presentations, demonstrations and trials, and contract negotiation process.

3.36 AUTHORIZATION TO BID

Responses by a bidder to this tender 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.

3.37 LIQUIDATED DAMAGES

- 3.36.1 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%.

3.38 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.

3.39 CREDENTIAL VERIFICATION:

- 3.38.1 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.
- 3.38.2 The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be 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 tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- 3.38.3 The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- 3.38.4 In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

3.40 FUNDAMENTAL PRINCIPLES OF PUBLIC BUYING

- 3.39.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 3.39.2 "Bidder" (including the term 'tendered', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3.39.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or

- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

3.39.4 The beneficial owner for the purpose of (iii) above will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3.39.5 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

3.39.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent Authority.

3.39.7 The said instructions will not apply to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Govt. Of India is engaged in development projects. Updated list of countries to which line of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of external affairs

3.39.8 The bidder has to submit the Certificate/Undertaking as per the format given in chapter-9 as Annexure-VI with Tenders

3.41 COMPLIANCE & DEVIATION STATEMENTS:

Compliance statement for acceptance of all the Instructions & Conditions shall be enclosed by the tenderer with the offer along with the technical literature and other documents in support of relevant clauses. Deviation statement as per format (Annexure-IV), if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

3.42 ADDENDA / CORRIGENDA:

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

3.43 AMBIGUITY:

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

3.44 INTEGRITY PACT PROGRAM:

Deleted

CHAPTER-4**TECHNICAL REQUIREMENTS & SPECIFICATIONS**

S.No.	Description
1.	The solution offered should provide Push and Pull based SMS Services to the RAILTEL. For providing these services the offered solution should integrate with existing platforms deployed at RAILTEL. The integration cost, wherever applicable, will be borne by the bidder.
2.	The solution offered should integrate with applications at DC and DR site of the RAILTEL, including test setup. Site Addresses: RAILTEL Data Centre: B-Block, Rail Nilayam, Secunderabad-500071 RAILTEL DR Site: Plot No. 143, Institutional Area, Sector 44, Gurgaon, Haryana-122003
3.	RAILTEL is using CRM, Cloud based IVRS and other applications providing Pull SMS service for receiving requests from its customers. The SMS solution should permit them to pull status of his/her service request by sending SMS in pre-specified formats (SMS Codes such as BAL, USAGE, VALID etc.).
4.	For enabling PULL SMS facility, bidder will be required to provide two codes (long code/short code/VMN) for the use of RAILTEL without any cost, for receiving incoming SMSs in predefined formats from its customers. Out of the two codes (long code/short code/VMN) provided to RAILTEL, one code will be used for RailWire / Wi-fi Production and second code will be used for RailWire /Wi-Fi Testing.
5.	The code (long code/short code/VMN) allotted to the RAILTEL should be easily memorable and accessible to RAILTEL customers, through all the telecom operators across 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 bidder / service provider will be required to forward all incoming queries. Bidder will share the desired format of pull SMS's with RAILTEL.
7.	The codes once allocated to RAILTEL for accessing Pull Service (long code/short code/VMN) will be property of RAILTEL. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to RAILTEL.
8.	The bidder should have the capability to interface with any of the RAILTEL live applications at a future date without any cost. The SMS Services should have the capability to meet this requirement without any change in its functionality.
9.	The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India, without any exception.
10.	Availability of Push and Pull services and delivery of alerts to be made on 24*7*365 basis.

11.	The solution offered should provide the SMPP and/or HTTPS-API with/without XML support to the RAILTEL.
12.	The API should support the encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES algorithm
13.	The bidder's system/solution should handle URL based communication, both secured (https) and normal (http)based communication and the messages should be delivered to a specific port, if the port is provided in URL
14.	The solution offered should provide secure encrypted connection for delivery of outgoing /incoming alerts with guaranteed delivery
15.	Sender ID allotted should be unique for our RAILTEL and the same should not be used by other entity across the india , other than RAILTEL
16.	The bidder should have tie up/arrangements with multiple telecom service providers for delivery of outgoing/incoming SMS Alerts for RAILTEL's PUSH and PULL service to/from national mobile subscribers (subscribers of telecom operators like BSNL, MTNL, Reliance, Airtel, Vodafone, Idea, Tata Indicom, Aircel etc.).
17.	Bidder to ensure that SMS message whose content exceeds 160 characters, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset.
18.	The bidder should be capable of providing real time automatic delivery report/ acknowledgement for last mile delivery (on the mobile hand set of the customer /end user) of each SMS Alert along with status and timestamp.
19.	The bidder should have the facility of online filtering of the DND numbers on real time basis
20.	The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the RAILTEL and deliver the alerts as per the priorities defined
21.	Check should be properly imposed to avoid duplicate/multiple SMS delivery to customers
22.	The solution offered should be a Multilingual messaging solution supporting all Indian languages
23.	The bidder's solution should offer configurable mechanism in terms of number of retries and time duration for each retry for messages that cannot be delivered immediately.
24.	The bidder should have proper test infrastructure with capability of end to end testing of all integration with RAILTEL applications.
25.	The bidder should have capability to communicate through dedicated leased lines for mentioned services (Push and Pull) between RAILTEL and bidder's infrastructure
26.	Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/ weekly/ fortnightly/ monthly/ specified date range basis.

27.	The bidder should provide Dashboard/ Website/ Portal for Administration features like monitoring of total messages sent within a day/week/month, time delay (if any) in sending the messages, number of failed messages (with reasons for failure), invalid mobile numbers, Number of push, pull, promotional messages sent. For SMS crossing 160 characters which are further split into the multiple messages, report to be shared for all such messages.
28	The bidder should provide all the messages sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above
29.	The solution should be capable of generating detailed report in Excel/PDF and any other format specified by the RAILTEL. The software should be capable of providing the Mobile-wise, Date-wise, Product- wise, Category-wise reports, transaction based reports, Short code wise, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS transaction along with status description.
30.	Bidder to maintain the data with regard to SMSs sent for atleast 1Year.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.
31.	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the RAILTEL.
32.	It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, MASTERCARD and VISA, Rupay, Amex etc. at no extra cost to RAILTEL.
33.	It will be the responsibility of the Bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.
34.	DND compliance will be the responsibility of the Bidder/Service provider.
35.	The solution offered should be scalable and flexible to meet the requirements, change requests of RAILTEL for the next 3 years from the date of award of contract

36.	For promotional SMSs, solution should provide features including but not limited to below, in addition to other features specified in the Tender: a) Online Website/Portal based access b) Menu Driven Graphical User Interface (GUI) based access c) User ID/Password based access to website/portal d) Facility of Admin Users to create/modify/delete/maintain users for various locations within RAILTEL e) Sending SMS to one/many mobile numbers f) Upload of Mobile Numbers through Excel and Txt formats g) Scheduling SMS h) Provision of Web-based reports for downloading Excel/Txt/PDF Format. i) MIS for promotional SMS es user ID wise, period wise, date wise, status wise (delivered, undelivered) etc. for SMS alerts sent.
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Section-II
Chapter 5

OFFER LETTER

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

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 120 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various requirements of the tender at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work/delivery of “**E-TENDER No. RailTel/Tender/OT/CO/Mktg/2022-23/RailWire/SMS Pack/08**” with in the time period as specified in the tender. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials/works/supplies laid down by RailTel.
2. A sum of **Rs 17,15,000/- through e-Portal/**_____ herewith submitted as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **30 days** after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

Chapter-6

INSTRUCTIONS TO THE TENDERERS

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

PLEASE NOTE

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

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

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE ‘www.railtelindia.com’ OR FROM THE e-Procurement Portal <https://railtel.enivida.com> ,

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com> , and this should be done well before the deadline for bid-submission.

The Tender document consists of the following:-

Notice Inviting Tender

Section ‘I’ (Variable)

Chapter 1 Schedule of Requirements (Price Schedule)

Chapter 2 Bid Data Sheet

Chapter 3 Special Tender Conditions

Chapter 4 Technical Specifications

Section ‘II’ (Fixed)

Chapter 5 Offer Letter

Chapter 6 Instructions to the Tenderer

Chapter 7 General Tender Conditions

Chapter 8 Standard Conditions of Contract

Chapter 9 Proforma for Performance Bank Guarantee

Chapter 10 Check List

6.1. Offer Letter

6.1.1 The bidder shall complete the Offer Letter (Chapter-5) and the Price Schedule (Chapter-1) furnished in the bid document, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.

6.1.2 Bidders should enclose their credentials including supply of equipment/material to Reputed Telecom Operators and Government/PSUs. (Proforma to be enclosed)

6.2 Instructions for Tender Document to the tenderer

The RailTel Tenders are published on www.railtelindia.com and on e-Procurement Portal <https://railtel.enivida.com> .

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com>, and this should be done well before the deadline for bid-submission.

6.3 Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>.

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

6.4 Earnest Money Deposit (EMD):

The tenderer shall deposit earnest money as per NOTICE INVITING TENDER/BID DATA SHEET along with the tender through e-Portal. No bank guarantee for EMD is accepted. Earnest Money of unsuccessful tenderers shall be returned after finalization of contract and that of successful tenderer after conclusion of Contract and securing Security Deposit.

6.5 Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit 3.0% of total order value towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of purchase order/LOA, 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.

- i) Deleted
- ii) Deleted

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

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".

6.6 No Interest on Earnest Money and Performance Security:

No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

6.7 Fax Quotations & Late Tenders:

Fax Tender documents and Late/Delayed tenders will not be considered.

6.8 Deleted

6.9 Attendance of Representatives for Tender Opening:

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

6.10 Other Particulars to be enclosed along with tender:

Year	PO. No. & Date with description of item	Name of the purchaser	Qty. Ordered	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1 st extension	Qty supplied during 2 nd extension	Qty Supplied during 3 rd extension
1	2	3	4	5	6	7	8	9

- i) Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.

6.11 Rate, Taxes and Duties: -

6.11.1 Tenderer should submit offer on CIP destination basis. Tenderers 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 tendered wherever applicable.

6.11.2 Tenderers are requested to quote under the following terms: -

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

6.11.3 Tenderer 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.

6.12 Excise Duty: Deleted

6.13 GST related clause:

6.13.1 If any tenderer desires to ask for CGST/SGST/IGST/GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender it will be presumed that

the prices quoted by the tenderer are inclusive of all taxes and no liability for payment of the CGST/SGST/IGST/GST will be devolved upon the purchaser.

6.13.2 CGST/SGST/IGST/GST should be quoted extra if applicable.

- a) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them duly stating the quantum of such credit per unit of the item quoted for.
- b) The tenderer while quoting for tenders should give the following declaration:

“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly”.

The supplier while claiming the payment shall furnish the following certificate to the paying authority.

“We hereby declare that additional set off/input tax credit to the tune of Rs. _____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.”

If any surcharge on tax is applicable the same should be indicated clearly.

6.13.3 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

6.13.4 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

6.13.5 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

6.13.6 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

6.13.7 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

6.13.8 Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST,SGST,IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).

6.13.9 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.

6.13.10 In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.

6.13.11 The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

6.14 In case of imported equipment: - Deleted

6.15 Deleted

6.16 Validity: Tenderers are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

6.17 Evaluation Criteria:

- i) Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.
- ii) Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST,SGST,IGST,GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.
On reverse charge by RailTel, wherever applicable.

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

6.19 Compliance & Deviation statements:

Compliance statement for acceptance of the Technical Specifications (Chapter4) and Instructions & Conditions (Chapter3, Chapter 6, Chapter 7 and Chapter 8) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

6.20 Tenderer's Comments:

Any comments which the tenderer desires to make shall take the form of a separate statement in English and giving reference to page, clause or item numbers and shall be submitted along with the tender.

6.21 Deleted

6.22 Tax deducted at Source:

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

6.23 Addenda / Corrigenda:

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

6.24 Ambiguity:

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

6.25 Bid submission & Opening (On Line only)

6.25.1 EMD and cost of tender document should be Submitted through e-Portal. Bids without EMD and cost of tender document will be summarily rejected.

6.25.2 The bid should be submitted online with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:

1. Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.Board Resolution alongwith trail of POA shall be submitted.
2. Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
3. Compliance statement for acceptance of Technical specification (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8).
4. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
5. Performance statement including Copies of Purchase Orders & Inspection certificates as per clause 6.10 Chapter 6.
6. Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 1.

Note: Non submission of the above-mentioned documents may lead to rejection of the bid.

6.25.3 The tenderer's bids will be opened at the time & date of opening of the tender given in Bid Data Sheet (BDS) online in the presence of such Tenderers/Representatives who choose to be present online. The Tenderers/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

Chapter 7

7.0 GENERAL TENDER CONDITIONS

7.1 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 tender and contractor shall be required to deliver at the rate quoted.

7.2. Quantity to be ordered:

- a) The purchaser shall be at liberty to enhance or reduce the value/quantity mentioned in the APO/LOA/Sub PO as indicated in SOR Chapter 2 without assigning any reasons based on requirement. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the APO/SPO/PO. Any such change in value/quantity shall have no impact on the rates mentioned in the APO/LOA/Sub PO for any such item.
- b) RailTel will enter into Rate Contract with the successful firm to whom the contract is awarded for delivery of SMS alert service . During the validity of Rate Contract, RailTel will place Sub Purchase Orders as detailed in SOR, as per requirement. The total variation under Rate Contract +/- 25% of contract value shall be restricted for these SOR items. The supplier shall have to supply material against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders.

7.3 Deleted

7.4 Payment Terms:

- a) All Charges will be billed on a monthly basis.
- b) Bill passing authority is concerned GM and paying authority is Corporate Office.
- c) Tax invoice will be submitted at the time of claiming payment.
- d) A statement of failed messages and messages delivered in two parts along with SLA report are required to be submitted.

Payment will be done after submission of the following documents:

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

Other Terms and Conditions

- a) Desired throughput of 500 SMS/sec has to be maintained at service provider server to prevent formation of SMS 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/telecom operator.
- d) Bidders to ensure inter-operability 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.

7.5 Inspection:

Deleted

7.6 Terms of Delivery:

Deleted

7.7 Delivery Schedule

- a) The tenderer should note the required delivery schedule of RailTel given in the tender schedule /offer form and quote accordingly. Vague Delivery terms must be avoided and if quoted, will be taken as commercially unresponsive to RailTel's requirement.
- b) Time and the Date of delivery as specified in tender schedule /offer form is the essence of the Contract. However, extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery date may be considered with or without Liquidated damages and Denial Clause as per Standard conditions of Contract.
- c) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to half per cent of the price of any services (including elements of taxes, duties, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such Stores/services may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

7.8 Marking of Material Supplied:

Deleted

7.9 Procurement from Manufacturers Authorized agents / Distributors:

Deleted

7.10 RailTel Region's details: Deleted

7.11 Deleted

7.12 Deleted

7.13 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.

7.14 Issue of Confirmed Supply Orders:

RailTel will issue the Supply Orders within validity period of contract Agreement/Advance Purchase order.

7.15 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.

Chapter 8

STANDARD CONDITIONS OF CONTRACT

8.0 Definitions and Interpretation.

8.0.1 In the Contract, unless the context otherwise requires;

8.0.2 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;

8.0.3 "Consignee" means where the services are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores/services are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the Stores/services are required by the acceptance of tender to be delivered in the manner therein specified.

8.0.4. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

8.0.5. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract;

8.0.6. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the Stores/services;

8.0.7. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications

8.0.8. "Government" means the Central Government or a State Government, as the case may be;

8.0.9. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of Stores/services or work under the contract and includes his authorized representative;

8.0.10. "Material" means anything used in the manufacture or fabrication of the Stores/services

8.0.11. "Particulars" include-

(a)"Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-incharge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

(b) Drawings

- (c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
- (d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
- (e) Trade pattern, that is to say, a pattern, Stores/services conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry;
- (f) "Proprietary mark "or "brand" means the mark or brand of a product which is owned by an industrial firm;
- (g) Any other details governing the construction, manufacture or supply of Stores/services as may be prescribed by the contract;
- 8.0.12. " Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- 8.0.13. " The Purchaser "means RailTel Corporation of India Limited with its corporate office Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 acting through Chairman &Managing Director or his authorized officer.
- 8.0.14. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof
- 8.0.15. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;
- 8.0.16. "Stores/services" means the goods/services specified in the contract which the contractor has agreed to supply under the contract;
- 8.0.17. "Supply Order" means an order for supply of and includes an order for performance of service;
- 8.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;
- 8.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;
- 8.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.
- 8.0.21. The delivery of the Stores/services shall be deemed to take place on delivery of the Stores/services in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to:
- (a) The consignee at his premises; or
 - (b) Where so provided the interim consignee at his premises, or
 - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
 - (d) The consignee at the destination station in case of contract stipulating for delivery of Stores/services at destination station.

- 8.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.
- 8.0.23. Deleted
- 8.0.24. "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Tender which has been invited.
- 8.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.
- 8.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents
- 8.0.27. "Purchaser's Engineer" Means the Chairman & Managing Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.
- 8.0.28. "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.
- 8.0.29. Words in the singular include the plural and vice versa
- 8.0.30. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;
- 8.0.31. The heading of these conditions shall not affect the interpretation or construction thereof;
- 8.0.32. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
- 8.1.0 **Parties**-The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 8.0.5 and 8.0.13.
- 8.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the Stores/services at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.
- 8.1.2. Address of the Contractor and notices and communications on behalf of the Purchaser:-
- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the

Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

8.2.0. Quotations of rates by Contractors

- (a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the Stores/services or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for Stores/services of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.

- (b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the Stores/services of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,
 - (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or
 - (ii) to terminate the contract and forfeit the Security Deposit.

8.3.0. Contract.

- 8.3.1. This contract is for the supply of the Stores/services of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the Stores/services shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The Stores/services shall further be in all respects acceptable to the Inspecting Officer.
- 8.3.2 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

8.4.0. Security Deposit.

- 8.4.1. Unless otherwise agreed between the Purchaser and the Contractor, the Contractor shall, within 30 days after written notices of acceptance of the tender has been posted to the Contractor, deposit with the RailTel concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum as detailed in the contract for which the tender has been accepted, as a security for the due fulfillment of the contract.
- 8.4.2. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -
 - (a) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or any person contracting through the Purchaser or otherwise howsoever, or

- (b) To cancel the contract or any part thereof and to purchase or authorise the purchase of the Stores/services at the risk and cost of the Contractor and in that event the provisions of Clause 8.6.2 shall apply as far as applicable.

8.4.3. No claim shall lie against the Purchaser in respect of interest on cash deposits or securities etc.

8.4.4. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

8.5.0. Delivery.

8.5.1. The Contractor shall as may be required by the Purchaser either deliver free or CIP (Carriage & Insurance Paid) or CIF (Cost, Insurance & Freight) at the place/places detailed in the contract, the quantities of the Stores/services detailed therein and the Stores/services shall be delivered not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the Stores/services are inspected and accepted by the Inspecting Officer as provided in the contract.

8.5.2. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract.

8.5.3. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the Stores/services shall not pass on to the Purchaser until the Stores/services have been received, inspected and accepted by the consignee.

8.5.4. No stores/services shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee.

8.6.0. Time for and Date of Delivery; the Essence of the Contract-

The time for and the date specified in the contract or as extended for the delivery of the Stores/services shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

8.6.1. **Progressing of Deliveries-** The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

8.6.2. **Failure and Termination:** - If the Contractor fails to deliver the Stores/services or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: -

- (a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any Stores/services (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of

such Stores/services may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or

- (b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.
- (c) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the Stores/services not so delivered or others of a similar description (where Stores/services exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

It shall, however, be in the discretion of the Purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Where action is taken under sub-clause (b) above, the contractor shall be liable for any loss which the purchaser may sustain on the account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the Stores/services within the period fixed for such delivery in the contract or extended within Nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within Nine months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase to the contractor.

8.6.2.1 Termination for Default–

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part.

- a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.
- e) If 10% or more equipment found to be failed frequently again and again, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. Railtel keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied.

8.6.3 Consequence of Rejection- If on the Stores/services being rejected by the Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to: -

- (i) require the Contractor to replace the rejected Stores/services forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced Stores/services but without being entitled to any extra payment on that or any other account, or
- (ii) Cancel the contract and forfeit security deposit/encash Performance Bank Guarantee.

- (iii) the purchaser authorises the purchase of quantity of the Stores/services rejected or others of a similar description (when Stores/services exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract, or

8.7.0. Extension of Time for Delivery-

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid.

8.8.0. Deleted

8.9.0. Deleted

8.10.0. Samples.

8.10.1 Advance Sample- Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the Stores/services, in which case the provisions of Clause 8.6.0 shall apply as far as applicable.

8.10.2. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.

8.10.3. Marking- Samples submitted shall be clearly labeled with the Contractor's name and address and the acceptance of tender number.

8.10.4. If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.

8.10.5. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of Stores/services in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.

8.10.6. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.

8.10.7. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the Stores/services, if he so desires, submit to the Inspecting Officer for inspection a sample of the Stores/services in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise

authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

8.11.0. Risk of Loss or Damage to Purchaser's Property.

- 8.11.1 All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- 8.11.2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.
- 8.11.3. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.
- 8.11.4. Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effective by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

8.12.0. Facilities for test and Examination-

The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the Stores/services are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the Stores/services or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

- 8.12.1. **Cost of Test-** The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's or Consignee's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the Stores/services manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.
- 8.12.2. **Delivery of Stores/services for Test-** The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or Stores/services as he may require.
- 8.12.3. **Liability for Costs of Special or Independent Test-** In the events of rejection of Stores/services or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the

Stores/services passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.

8.12.4. Method of Testing- The Inspecting Officer shall have the right to put all the Stores/services or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

8.12.5. Stores/services Expended in Test- Unless otherwise provided for in the contract if the test proves satisfactory and the Stores/services or any instalment thereof is accepted, the quantity of the Stores/services or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.

8.12.6. Powers of Inspecting Officer- The Inspecting Officer shall have the power: -

- (i) Before any Stores/services or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (ii) To reject any Stores/services submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit", he is satisfied that the same is unsatisfactory.
- (iv) The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

8.13.0. Charges for Work Necessary for Completion of the Contract-

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

8.14.0. Responsibility of the Contractor for Executing the Contract.

8.14.1. Risk in the Stores/services- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Stores/services and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the Stores/services from any cause whatsoever while the Stores/services after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a RailTel Administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

8.14.2. Consignee's Right of Rejection – Notwithstanding any approval which the Inspecting Officer may have given in respect of the Stores/services or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the Stores/services where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject

the Stores/services or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such Stores/services or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

Note- In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.

8.14.3. Provided that where, under the terms of the contract the Stores/services are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the Stores/services shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the Stores/services or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

8.14.4. The provisions contained in Clause 8.19.0 relating to the removal of Stores/services rejected by the Inspecting Officer shall mutatis mutandis apply to Stores/services rejected by the consignee as herein provided.

Note- In respect of Stores/services inspected during manufacture or before delivery or dispatch at contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.

8.14.5. **Subletting and Assignment-** The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the Stores/services elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

8.14.6. **Changes in a Firm:-**

- a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- d) **Consequence of breach** - Should a partner in the Contractor firm commit a breach of Sub-clause 8.14.5 above or the Contractor should commit a breach of the conditions 8.14.6(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorise the purchase of the Stores/services at the risk and cost of the Contractor and in that event the provisions of Clauses 8.5.0 and 8.6.0 as far as applicable shall apply.

- e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

8.15.0. Indemnity.

- 8.15.1. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.
- 8.15.2. The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract.

8.16.0. Packing.

- 8.16.1. The Contractor shall pack at his own cost the Stores/services sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 8.16.2. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the Stores/services are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
- 8.16.3. If the contract provides that the containers shall be returnable, they must be marked "Returnable" and they will be returned to the Contractor as per terms of the contract.
- 8.16.4. If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.
- 8.16.5. Each bale or package delivered under the contract shall be marked by the Contractor or at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the Stores/services, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.
- 8.16.6. The Inspecting Officer may reject the Stores/services if the Stores/services are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the Stores/services by the Inspecting Officer shall be final and binding on the Contractor.
- 8.16.7. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the Stores/services and the quantity contained in such bale or package.

8.17.0 Notification of Delivery.

Notification of delivery or dispatch in regard to each and every instalment shall be made to the consignee and to the indent or immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of dispatch of the Stores/services. All packages, containers, bundles and loose materials part of each and every instalment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the Stores/services on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the dispatch of Stores/services. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

8.18.0. Progress Reports.

- 8.18.1. The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the Stores/services in such form as may be required by the Purchaser.
- 8.18.2. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

8.19.0. Removal of Rejected Stores/services.

- 8.19.1. On rejection of all Stores/services submitted for inspection at a place other than the premises of the Contractor, such Stores/services shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable Stores/services within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects.

Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected Stores/services till the price paid for such Stores/services is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the Stores/services or waiver of rejection thereon.

- 8.19.2. All rejected Stores/services shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such Stores/services are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected Stores/services and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such Stores/services at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected Stores/services after the expiry of the time limit mentioned above.
- 8.19.3. The Stores/services that have been dispatched by road or courier and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected

or at the station from which they were sent, after refunding the price paid for such Stores/services and other charges refundable as a consequence of such rejection. If the contract placed for delivery FOR station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected Stores/services in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser, after inspection.

8.20.0. System of Payment.

8.20.1. Unless otherwise agreed upon between the parties, payment for delivery of the Stores/services will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the acceptance of Tender, by RTGS/NEFT as may be decided by the Purchaser.

8.20.2. Payment for the Stores/services or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the mutually agreed terms & conditions, procedure has been agreed to by the Purchaser.

8.20.3. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of " Final 100 percent bill " supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.

8.21.0. Withholding and lien in respect of sums claimed.

8.21.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time-thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 8.24.3 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor.

8.21.2. For the purpose of Clause 8.21.1, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

8.21.3. Lien in respect of Claims in other Contracts

- (a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or RailTel against any claim of the Purchaser or RailTel in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or RailTel.
- (b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 8.24.3 hereinafter provided, as the case maybe, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

8.22.0. Corrupt Practices

- 8.22.1. The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing on for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favour or for bearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 8.5.0 and 8.6.0.
- 8.22.2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.

8.23.0. Insolvency and Breach of Contract.

- 8.23.1. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:
- (a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
 - (b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
 - (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

8.24.0. Laws governing the Contract.

8.24.1. This contract shall be governed by the Laws of India for the time being in force.

8.24.2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

8.24.3. **Jurisdiction of courts-** This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

8.24.4. **Marking of Stores/services-** The marking of the Stores/services must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

8.24.5. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- 1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- 2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.
- 3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.
- 4) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- 5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

8.25.0. Headings.

The headings of conditions hereto shall not affect the construction thereof.

8.26.0 Settlement of Disputes/ Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 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.

8.27.0. Inspection & Rejection: -

Where under a contract the price payable is fixed on FOR station of dispatch basis, the Contractor shall, if the consignee rejects the Stores/services at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

8.27.1 Notification of Result of inspection-Unless otherwise provided in the specification of schedule, the examination of the Stores/services will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

8.27.2 Inspection Notes. --On the Stores/services being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

8.28.0 Warranty/Guarantee

8.28.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the Stores/services are faulty.

8.28.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a 48 Hrs., the Purchaser

may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

- 8.28.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 8.28.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/Stores/services/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 8.28.5 The Contractor also guarantees that the said goods/Stores/services/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/Stores/services/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 8.28.6 If during the aforesaid period, the said goods/Stores/services/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/Stores/services/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/Stores/services/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/Stores/services/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of Stores/services' and 'failure' and 'termination' and Clause 8.27.0- 2 above shall apply.
- 8.28.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

8.29.0. Inspection at the Fag end of the Delivery Period-

In cases where only a portion of the Stores/services ordered is tendered for inspection at the Fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the Stores/services tendered for inspection during the delivery period, the Purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contract at the risk and expense of the Contractor without any further reference to him. If the Stores/services tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If, however, the Stores/services tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: -

- (a) The Purchaser has the right to recover from the contractor under the provision of clause 8.6.2 (a) of Standard Conditions of Contract liquidated damages on the Stores/services which the Contractor has failed to deliver within the period fixed for delivery.

- (b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of Stores/services specified in the contract which takes place after the date of delivery period stipulated in the contract shall be admissible on such of the said Stores/services as are delivered after the date of the delivery stipulated in the contract.
- (c) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said Stores/services as are delivered after the expiry of the delivery period stipulated in the contract.
- (d) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.

8.29.1. The Contractor shall not dispatch the Stores/services till such time as an extension in terms of para 8.29.0 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the Stores/services are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the Stores/services shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph 8.29.0 above.

8.29.2. In case where the some or the entire quantity has not been tendered for inspection with in the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 8.29.0above.

8.30.0. Additional Conditions: -

These (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers override the later.

In addition to those conditions, the following special conditions shall govern the Rate/Running contract and all supply orders placed under it: -

8.30.1 Additional (Special Conditions):

1. **Purpose of Contract:** The contract, which shall be deemed to be a Rate /Running contract is intended for the supply of the Stores/services of the descriptions set forth in the Schedule to Tender during the period therein specified.
2. **Period of Contract:** Unless otherwise indicated in the schedule, the period of contract shall be one year from the date of acceptance of offer.
3. The Purchaser may authorize any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders, called supply orders direct on the Contractor. The Contractor shall deliver or dispatch the full quantity of the Stores/services so ordered by the Purchaser or the Direct Demanding Officer within the period specified in the contract or as mutually agreed to.
4. **Number or quantity contracted for** – subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the Stores/services which will be ordered during the period of the rate contract which is only in the nature of a standing offer from the Contractor. But the purchaser undertakes to order from the contractor all Stores/services as detailed in the contract which he requires to purchase during the period of the contract except that he reserves the right (1) of submitting to competition any supply of Stores/services included in the contract,

(2) of placing rate contracts simultaneously or at any time during its period with one or more contractors as he may think fit, and (3) of obtaining from any source any Stores/services referred to in the contract to meet any emergency if the Purchaser (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific quantities within the period in which supplies are required.

5. **Minimum/maximum order value** - The value of any single supply order shall not be less than one unit and not more than the estimated quantity subject to provision of the contract.
6. **Delay or default** in supplies either in part or in full entitles the Purchaser, in addition to other remedies, not to order any further quantities on the contractor even up to any quantities indicated in the contract.

7. **Fall Clause:**

- I. The price charged for the Stores/services under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the Stores/services or offers to sell Stores/services of identical description to any person / organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government, as the case may be during the period till the performance of all Supply orders placed during the currency of the Advance Purchase Order/rate contract is completed.
- II. If at any time, during the said period, the contractor reduces the sales price, sells or offers to sell such Stores/services to any person / organization including the purchaser or any Department of central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sales price to the Purchaser and the price payable under the contract for the Stores/services supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to:
 - (a) Export/Deemed Exports by the contractor,
 - (b) Sale of goods such as drugs which have expiry dates, and
- III. The contractor shall furnish the following Certificate to the bill paying officer along with each bill for payment of supplies made against the contract:

"I/We certify that there has been no reduction in sale price of the Stores/services of description identical to the Stores/services supplied under the contract herein and such Stores/services have not been offered & sold by me/us to any person/organization including the purchase or any Department of Central Government or any Department of State Government or any statutory Undertaking of the Central or State Government as the case may be, up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchaser under the contract except for quantity of Stores/services categorized under sub-clauses (a), (b), of sub-para II above, details of which are as follows: ".

CHAPTER-9

MISC. PERFORMAS/FORMATS

Annexure-I

Proforma for Performance Bank Guarantee

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 TENDERER ALONGWITH THE TENDER 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 tenderer) **

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

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

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

I/we hereby declare that I/we have downloaded the tender documents from RailTel/eNivida website www.railtelindia.com/ "<https://railtel.enivida.com>

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 tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, 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 tender 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 tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ 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 EMD/SD and 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 TENDERER

VERIFICATION

I/We above named tender 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 TENDERER

Place :

Dated :

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

CONTRACT AGREEMENT FORM

An AGREEMENT made this _____ day of _____ Two thousand and twenty one, between RailTel Corporation of India Limited, 6th Floor, Block-2, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023, acting in the premises through General Manager or his representative _____ of RAILTEL CORPORATION OF INDIA LIMITED, (a Company with its Registered and Corporate Office at 6th Floor, Block-2, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023) (hereinafter referred to as 'RailTel ') of one part and M/s _____ (Hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for _____, D as per Tender papers at Annexure 'A' hereto the Contractor has submitted a Tender as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted for as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from Tender Papers _____ as per Annexure-C hereto and at an estimated contract value of Rs. _____ (Rupees _____ only).

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser and the purchaser shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures.

Signed and delivered at _____ by Shri _____ for and on behalf of M/s. _____, the contractor within named in the presence of _____

1. Signatures
Date
Name in Block Capitals
Address

2. Signatures
Date
Name in Block Capitals
Address

Signed and delivered at _____ for and on behalf of RailTel by Shri _____ (General Manager/ITP or his/her successor) in the presence of:-

1. Signatures

2. Signatures

Date
Name in Block Capitals
Address

Date
Name in Block Capitals
Address

Annexure 'A': Tender Paper -----

Annexure 'B': Firm's offer -----

Annexure 'C': Letter of Acceptance /APO/PO/SPO. -----

COMPLIANCE STATEMENT AND STATEMENT OF DEVIATIONS

i) We hereby certify that we have read all the terms and condition of the tender including all corrigendum and hereby submit our compliance for each clause of the tender without any pre-condition.

ii) We hereby submit that there is no deviation offered against any clause of the tender.

or

iii) The following are the particulars of deviations from requirements of the conditions of tender. Other than these deviations, we hereby confirm the compliance of all the remaining tender clauses

SN	Clause No.	Deviation Details	Remarks (Including Justification)
1			
2			
3			

Note:

- a) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**no deviations**”.
- b) The non applicable item among ii) and iii) above must be struck out.

SIGNATURE AND SEAL
OF THE TENDERER

Performa for Submitting Pre-Bid Queries

SN	Chapter No.	Page No.	Clause / Sub Clause No.	Clause Description	Query

(Soft Copy also to be submitted in Excel format)

SIGNATURE AND SEAL
OF THE TENDERER

**CERTIFICATE/UNDERTAKING TO BE SUBMITTED REGARDING PRINCIPLE OF
PUBLIC BUYING ISSUED BY GOVT. OF INDIA.**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

SIGNATURE AND SEAL
OF THE TENDERER

Deleted

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 site			
8	GSTIN No.			
9	Address of the DR site			
10	Financial Details	2020-21	2021-22	2022-23
	Net Profit			
	Turn Over			

Signature & Seal of Company

Annexure-IX

General Eligibility Criteria Compliance

S. No.	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Yes /No)	Details of Proof Attached at Page no.
1	The bidder should be registered as a company In India as per Company Act 1956/2013	The attested copies of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted.		
2	The bidding company should have experience in providing SMS gateway services for the last three years till date of floating of tender.	A copy of the proof should be Submitted in this regard. (Copies of PO/LOA/ satisfactory completion certificate from customers to be submitted).		
3	Bidder should have direct tie up / arrangements with minimum two telecom service providers/operators for within India services. Incase of telco, direct tie up with minimum one telecom service providers/operator is required for within India services.	Copies of Agreements/Certification with the telecom operators with which it has direct connectivity.		
4	The Bidder should have DR capability to send alerts from atleast two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.	Full Address Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.		
5	Bidder should have a capability to handle at least 30 lacs Real Time SMS alerts per day.	Bidder to submit GST invoice (supported by GSTR-1) during FY 22-23 by respective clients along with copy of PO. Invoices raised should clearly mention the volume of Real Time SMS Alerts for establishing capability to handle atleast 30 lacs Real Time SMS alerts per day for transactions.		
6	The Bidder should be able to allocate a minimum throughput 500 SMS/sec to RCIL.	Undertaking to be provided for atleast minimum throughput of 500 SMS/sec to RAILTEL for delivery of SMS.		
7	Bidder should not have been blacklisted at any time by the Government /Government			

	agency/ Public Sector Enterprise/ Telecom Operators or any other organization.	Undertaking on bidder letter head to be submitted.		
8	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.	Certified copy of registration as registered telemarketer as per TRAI guidelines.		
9	Delivery of SMS alerts should be ensured to all National locations without any exception.	Undertaking to this effect to be Submitted.		
10	The bidder should have a Support/ representative office in metro cities like Delhi/NCR, Bangalore & Hyderabad etc to provide onsite support immediately on call.	Bidder has to submit Address and contact details of any one location along with GSTN of Bidder.		
11	The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited in any telecom providers / DTH/ Banking/ Finance institute/PSU/ ministries/ depts./ enterprise. The solution offered should be currently running successfully in at least two organizations. Three similar works# 30% of SOR value each costing not less than Rs. 2.57 Crs, or Two similar works# 40% of SOR value each costing not less than Rs. 3.42 Crs, or One similar work# 60% of SOR value each costing not less than Rs. 5.14 Crs. For Startups (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender: Single order of similar work# 35% of SOR Value costing not less than Rs. 3 Crs.	Bidder has to submit copy of latest Purchase orders along with service confirmation /satisfaction certificate from the user.		

	OR Two orders of similar work# 20% of SOR Value costing not less than Rs. 1.71 Crs. OR Three orders of similar work# 15% of SOR Value costing not less than Rs. 1.29 Crs.			
12	The sum total of the turnover (contract amount) during the last preceding three financial years (i.e. current year and three previous financial year) up to the date of opening of tender should be minimum Rs. 12.86 Cr (i.e., 150% of tender value). For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) sum total of turn over of Rs. 4.29 Crs is required. For startups, Certificate of Startup issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries.	The bidder should submit the audited Financial statement for the FY 2019-20, 2020-21, 2021-22 duly certified by Chartered Accountant (CA) along with UDIN No. or CA certificate with UDIN No.		
13	Bidder should have positive net worth as on 31.03.2022.	CA Certificate to be submitted with UDIN No.		
14	The bidder should own his DLT node as per TRAI TCCCP 2018 REGULATION and should be assigned registrar role as per tcccpr 2018	Undertaking to this effect to be Submitted.		

Date: _____

Place: _____

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

Technical Specifications

S.No.	Description	Compliance (Yes / No)
1.	The solution offered should provide Push and Pull based SMS Services to the RAILTEL. For providing these services the offered solution should integrate with existing platforms deployed at RAILTEL. The integration cost, wherever applicable, will be borne by the bidder.	
2.	The solution offered should integrate with applications at DC and DR site of the RAILTEL, including test setup. Site Addresses: RAILTEL Data Centre: B-Block, Rail Nilayam, Secunderabad-500071 RAILTEL DR Site: Plot No. 143, Institutional Area, Sector 44, Gurgaon, Haryana-122003	
3.	RAILTEL is using CRM, Cloud based IVRS and other applications providing Pull SMS service for receiving requests from its customers. The SMS solution should permit them to pull status of his/her service request by sending SMS in pre specified formats (SMS Codes such as BAL, USAGE, VALID etc.).	
4.	For enabling PULL SMS facility, bidder will be required to provide two codes (long code/short code/VMN) for the use of RAILTEL without any cost, for receiving incoming SMSs in predefined formats from its customers. Out of the two codes (long code/short code/VMN) provided to RAILTEL, one code will be used for RailWire / Wi-fi Production and second code will be used for RailWire /Wi-Fi Testing.	
5.	The code (long code/short code/VMN) allotted to the RAILTEL should be easily memorable and accessible to RAILTEL customers, , 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 bidder/service provider will be required to forward all incoming queries. Bidder will share the desired format of pull SMS"s with RAILTEL.	
7.	The codes once allocated to RAILTEL for accessing Pull Service (long code/short code/VMN) will be property of the RAILTEL. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to the RAILTEL.	
8.	The bidder should have the capability to interface with any of the RAILTEL live applications at a future date without any cost. The SMS Services should have the capability to meet this requirement without any change in its functionality.	

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

26.	Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/ weekly/ fortnightly/ monthly/ specified date range basis.	
27.	The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, no of failed messages (with reasons for failure), invalid mobile numbers, Number of push, pull, promotional messages sent. For SMS crossing 60 characters which are further split into the multiple messages, report to be shared for all such messages.	
28.	The bidder should provide all the messages sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above	
29.	The solution should be capable of generating detailed report in Excel/PDF and any other format specified by the RAILTEL. The software should be capable of providing the Mobile-wise, Date-wise, Product- wise, Category-wise reports, transaction based reports, Short code wise, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS transaction along with status description.	
30.	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/ 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.	
31.	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the RAILTEL.	
32.	It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, MASTER CARD and VISA, , Rupay, Amex etc. at no extra cost to RAILTEL.	
33.	It will be the responsibility of the Bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.	
34.	DND compliance will be the responsibility of the Bidder/Service provider.	
35.	The solution offered should be scalable and flexible to meet the requirements, change requests of RAILTEL for the next 3 years from the date of award of contract	

36.	For promotional SMSs, solution should provide features including but not limited to below, in addition to other features specified in the Tender: a) Online Website/Portal based access b) Menu Driven Graphical User Interface (GUI) based access c) User ID/Password based access to website/portal d) Facility of Admin Users to create/modify/delete/maintain users for various locations within RAILTEL e) Sending SMS to one/many mobile numbers f) Upload of Mobile Numbers through Excel and Txt formats g) Scheduling SMS h) Provision of Web-based reports for download in Excel/Txt/PDF Format. i) MIS for promotional SMSes user ID wise, period wise, date wise, status wise(delivered, undelivered) etc for SMS alerts sent.	
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Date: _____

Place: _____

Signature of Authorised Signatory

Name of Signatory:

Designation:

Seal of Company

CHAPTER 10

CHECK LIST (To be filled up & uploaded)

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1	Cost of tender document as per NIT		
2	Power of Attorney in favour of person signing the bid documents (including Board resolution and trail of POA).		
3	Downloaded tender document along with corrigendums if any digitally signed.		
4	EMD as per details in NIT.		
5	Documents/ declarations towards eligibility criteria conditions,(as per chapter-3, clause 3.2 and annexure-IX)		
6	Technical Literature and Brochures.		
7	Documents towards financial eligibility criteria. As per Chapter-3, clause-3.2.		
8	Compliance statement for acceptance of all the tender conditions as per clause-3.51 (Format Annexure-IV, chapter-9)		
9	Deviation statement if any as per clause-3.51(Chapter-wise and Clause-wise) (Format Annexure-IV, chapter-9)		
10	Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/ IGST, Insurance etc. (Format SOR, Chapter-I)		
11	Credential Verification Affidavit as per chapter-3, clause 3.38 (Format Annexure-II, Chapter-9).		

12	Offer letter duly signed as per clause 6.1 (Format in Chapter-5.)		
13	Performa related to public buying as per chapter-3, clause 3.39 (Format Annexure-VI, Chapter-9).		
14	Technical specifications compliance (as per Annexure- X and chapter-4)		

Note: *Bidders is required to submit all the applicable formats of chapter-9 carefully and completely.*

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF BIDDER (all 12 above items along with sub items must be summarised in the below mentioned performan):

SN	Clause	Supporting documents	Details/Remarks	Page no.
1				
2				
3				
4				
5				

Note: Non submission/ non-compliance of above documents as deliberated in Check List may make the offer may be liable to be rejected.

END OF THE DOCUMENT