

CORRIGENDUM II	Response to Pre-Bid queries
Date:	28.05.2024
BRPL NIT NO:	CMC/BR/24-25/RB/CR/KB/1191
WORK:	PROVIDING PULL/PUSH SMS Services & Bulk E-mail Services in

Sr. No.	RFP Page No.	RFP Clause No.	Clause Details	Query/ Suggestion/ Clarification	BRPL REPLY
1	Pg No. 14	6. 6.1. BID SUBMISSION 6.2.	The bidders are required to submit the bid in 2(two) parts and in original & duplicate (total 2 copies) at the following address: .Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive.	Please confirm do we need to send Original and duplicate copy along with pen drive ?	YES Tender Conditions prevails.
2	Page No. 11	4. QUALIFYING REQUIREMENTS (QR) point 5	Bidder should have a capability to handle at least 60 lacs Real Time SMS alerts per day for banking transactions of Banks.	Request for relaxation of the clause by considering transaction per day other than Banks. Kindly include GOVT/PSU	Bidder should have a capability to handle at least 60 lacs Real Time SMS alerts per day for banking transactions/ Govt/PSU/Utility.
3	page No.12	4. QUALIFYING REQUIREMENTS (QR) point 10	The bidder should have a valid ISO 27001 or similar certification (SSAE16, PC DSS) for information Security management as of bid submission date.	Looking at the gravity of SCOPE BSES also asked for certificates required in Telecommunications standards like ISO 27701:2019, CMMI level 5 and Audit certified CERT_In	Any additional certificate is valid and will be considered.
4	68		The Contractor will provide the Mail services for BSES Rajdhani Power Ltd.	We understand BSES requires email API, SMTP relay & web portal for sending emails. Please confirm.	YES
5	68		The Contractor will have responsibility to provide this facility on behalf of the Company as directed by the company.	We understand Template creation (HTML/text) & campaign execution will be responsibility of BSES. Please confirm.	YES
6	68		Min Redundancy of Platform—Fully Redundant	Request BSES to elaborate the requirement.	Redundancy is required
7	74		Average monthly volume will be c) For SMS service : 1 Cr d) For E- Mail services: 3 Lac. Quantities are only indicative. It may vary depending on the actual requirement of BRPL.	Request BSES to provide - 1) Volume bifurcation for trans & promo emails 2)Maximum Size of email 3) Maximum Size of attachment 4)Volume expectation per day/month and peak volume/sec and volume/min?	1) Volume bifurcation for trans & promo emails - Bifurcation not available 2)Maximum Size of email - max 10 MB 3) Maximum Size of attachment max 10 MB 4)Volume expectation per day/month and peak volume/sec and volume/min? - Max monthly 1 Cr. / June,July / Monthly
8	70		ix.The bidder has to route all messages sent by the BRPL as "Transactional Messages" without necessitating the scrubbing against National Customer Preference Register (NCPRI) introduced by TRAI unless specified otherwise.	All the necessitating scrubbing against the "Transactional Messages" are done at TRAI ends so hereby there is no such responsibility adhered at the bidders end Please clarify.	Tender condition prevails
9	70		x. The bidder should be capable of sending voice messages or email messages in case of failure in sending SMS message. For this bidder should have in-house capabilities of sending voice message and E mail messages.	Please Clarify in case of SMS failure Email and Voice is asked as fallback here.	YES
10	70		xvi. DND compliance will be the responsibility of the Bidder/Service Provider. Buyer will not enter into any contract with any telecom, carrier or service provider The bidder shall be the single point of contact for the Buyer.	TRAI has stopped providing the database for the DND numbers, so the filtration will not be possible. This should be handled by BSES.	Tender condition prevails
11	71		Delivery reports need to be sent using SMPP or HTTPS-API in prescribed format as required by the Buyer. The solution offered should provide secure encrypted connection for delivery of outgoing/incoming alerts with guaranteed delivery.	As per our understanding for outgoing/incoming alerts with guaranteed delivery it totally depends upon the data and the operator connectivity .	Accepted
12	71		6. The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the Buyer and deliver the alerts as per the priorities defined by the Buyer	Priorities are only defined for OTP messaging and for non OTP/promotional Message no such priorities are defined Please clarify.	Priorities need to be discussed and approved by Buyer (BSES).
13	72		Average monthly volume will be a) For SMS service : 1 Cr.	Request BSES to provide - 1) Volume bifurcation for trans/OTP & promo SMS	Can only provide last 2 year pattern. Exact quantity can not be Predicted, IT should be accelerable

14	12		Bidder should have Active-Active Setup for Messaging in two locations in India which fall under different seismic zones.	We would like to mention that we serve in most of the utilities, banks, and enterprises in India. We have data centers (DC) and disaster recovery (DR) facilities at two different locations. Therefore, we kindly request you to also consider an Active-Passive setup for qualification.	Bidder should have Active-Active Setup for Messaging in two locations in India which fall under different seismic zones.
15	11		2 The Bidder should be in this line of activity and should have executed similar projects in at least three institution / utilities in India. The solution offered should be currently running successfully in at least three Public/Private Sector Scheduled Commercial Bank in India. Bidder has to submit copy of latest performance certificate & work order from Bank's/ Similar financial institutions & experience certificate from such clients.	For executed or completed projects, we have client satisfaction letters and Work Order/Purchase Order copies available. However, for ongoing/live projects, we can only furnish Work Order/Purchase Order and recent invoices as a proof. Please confirm whether this will be acceptable.	OK
16	11		3 Bidder should have direct tie up/ arrangements with minimum three telecom service providers/operators for within India services and minimum two for international operation. Copies of currently valid Agreements and Certificates with the telecom operators with which it has direct connectivity.	International operators do not give out certificates on their letterhead. Please confirm whether an email or recent invoices can be submitted as a proof.	For International operator - email from the client can be submitted as a proof.
17	11		5 Bidder should have a capability to handle at least 60 lacs Real Time SMS alerts per day for banking transactions of Banks.	To derive the volume, please confirm whether invoices of multiple banking clients, in a given month, can be combined, to achieve the 60 lakhs SMS per day capacity.	Tender condition prevails
18	41		12 The Contractor shall also open and maintain a site office in the area and depute its authorized representative there.	Please confirm whether this is mandatory. If yes, how many resources are required to be deployed?	In normal circumstances, it is not pertains to service provider. But if any specific requirement arises then it should be done by the service provider
19	46		20.4 Contractor ensures that Manpower deployed at the site must adhere to terms & conditions as set out in the Contract.	Please confirm whether deployment of manpower is mandatory. We have a support that is available 24*7*365 on call.	In normal circumstances, it is not pertains to service provider. But if any specific requirement arises then it should be done by the service provider
20	14	6.2	Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. No price bid shall be submitted in Pen Drive. The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.	The pen drive will have scan copies of the documents which has been submitted in original or will it have only the word files of the annexures/documents that have been drafted.	Tender conditions prevails. The bidders are required to submit the bid in 2(two) parts and in original & duplicate (total 2 copies) in hard mode and scanned copy of original hard copy to be submitted in pendrive. No price bid shall be submitted in Pen Drive.
21	23	15.2	The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.	Please confirm whether the bids dispatched through courier or Registered Post will be acceptable.	No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.
22	69	B-ii	The bidder should have capabilities to send SMS to all GSM, CDMA handsets and to all telecom operators operating in India and abroad without any exception. The Bidder should provide dedicated services for OTP and OSP SMS sent to the Buyer's customer.	Please elaborate on the OSP SMS and its use cases.	Tender condition prevails
23	69	B-vii	Bidder should be able to provide a robust campaign manager to integrate interactive mobile marketing campaigns on short code or extended codes.	Offering a 10-digit VMN number should meet the requirement as it is simple to configure and easy for the customer to remember.	Tender condition prevails
24	70	B-viii	The Bidder should have solution to provide SMS in minimum 15 Regional Languages or more.	Please share the list of 15 Regional Languages or more.	Although we require English,Hindi,Urdu,panjabi,telgu and Major regional Language

25	70	B-ix	The bidder has to route all messages sent by the BRPL as "Transaction Messages" without necessitating the scrubbing against National Customer Preference Register (NCPR) introduced by TRAI unless specified otherwise.	This must align with the guidelines outlined by TRAI/DOT /DLT or adhere to the applicable legislation of the specific jurisdiction.	OK
26	70	B-x	The bidder should be capable of sending voice messages or email messages in case of failure in sending SMS message. For this bidder should have in-house capabilities of sending voice message and E mail messages.	We have in-house capabilities to facilitate this. We provide web services that integrate with our customers' infrastructure and applications, allowing them to trigger actions as needed. We hope this will meet your requirements.	Voice message or Email message is required.
27	70	B-xi	Delivery of SMS alerts should be ensured to all National/International locations without any exception.	This must align with the guidelines outlined by TRAI/DOT /DLT or adhere to the applicable legislation of the specific jurisdiction.	OK
28	70	B-xiii	The bidder should have 24x7 support office / representative in Delhi to provide onsite support immediately on call.	We have support avilable 24*7,365 days in mumbai location , and reachable over the Call and Email ,Is this suffice the requirement ,Please confirm	We require quick response and early resolution.
29	70	B-xvi	DND compliance will be the responsibility of the Bidder/Service Provider. Buyer will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for the Buyer.	This must align with the guidelines outlined by TRAI/DOT/ DLT or adhere to the applicable legislation of the specific jurisdiction.	OK
30	72	a	Percentage of delivery: The Contractor must be able to complete 90% delivery failing to which a penalty of 5% of the invoice value shall be levied.	There are several reasons for message non-delivery to a handset, such as the mobile being switched off, absent subscriber, DLT failure ,Out of network coverage, SMS service disabled, sender ID blocked, etc. In these scenarios, we will provide the valid error code along with the failure reason received from the telecom operator. These cases should be excluded when calculating delivery percentage and delivery time and SLA	Valid reason cases will be excluded
31	72	b	Delivery time period: Delivery to operator: Within 10 seconds Delivery to handset: Within 60 seconds for high priority account & within 180 seconds for normal priority account	There are several reasons for message non-delivery to a handset, such as the mobile being switched off, absent subscriber, DLT failure ,Out of network coverage, SMS service disabled, sender ID blocked, etc. In these scenarios, we will provide the valid error code along with the failure reason received from the telecom operator. These cases should be excluded when calculating delivery percentage and delivery time and SLA	As per the scope of work defined in tender.
32	There should be a provision for price escalation as well in the event of a price increase resulting from Regulatory/IUC adjustments or other regulatory changes, or at the discretion of the operator.			Refer Sec - III, SCC Clause no 4.1(c), 5 page no. 30	
33	Need to include Voice messages Commercial as well. Please provision.			Refer Sec-VI Price Bid, Pg no. 74	
34	Need to include PULL SMS /Incoming SMS Commercial as well. Please provision.			Refer Sec-VI Price Bid, Pg no. 74	
35	Need to include International Call /SMS Commercial as well. Please provision.			Refer Sec-VI Price Bid, Pg no. 74	
36	11	4. QUALIFYING REQUIREMENTS (QR)	5. Bidder should have a capability to handle at least 60 lacs Real Time SMS alerts per day for banking transactions of Banks. - Bidder to submit latest (previous month's) invoice paid by respective	If latest invoices are to be submitted the payment proof cannot be shared as payment deadline might not be ended, please allow deviation.	tender condition prevails

37	12	4. QUALIFYING REQUIREMENTS (QR)	The Bidder should be in this line of activity and should have executed similar projects in at least three institution / utilities in India. The solution offered should be currently running successfully in at least three Public/Private Sector Scheduled Commercial Bank in India. - Bidder has to submit copy of latest performance certificate & work order from Bank's/Similar financial institutions & experience certificate from such clients.	Please split this point into 2 points: (a) The solution offered should be currently running successfully in at least three Public/Private Sector Scheduled Commercial Bank in India. - Bidder has to submit copy of latest performance certificate & work order from Bank's/Similar financial institutions & experience certificate from such clients. (b) The Bidder should be in this line of activity and should have executed similar projects in at one utility in India - Bidder has to submit copy of latest invoice & work order of that utility.	The Bidder should be in this line of activity and should have executed similar projects in at least three institution / utilities in India. The solution offered should be currently running successfully in at least three Public/Private Sector Scheduled Commercial Bank /Govt/PSU/Utility in India. - Bidder has to submit copy of latest performance certificate & work order from Bank's/Similar financial institutions/ Govt/PSU/Utility & experience certificate from such clients.
38	16 & 20	8. AWARD DECISION SECTION-II INSTRUCTIONS TO BIDDERS (ITB) 1. GENERAL	8.2. The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof. 1.6 The company reserves the right to split the order among various successful bidders in any manner it chooses without assigning any reason whatsoever.	Please confirm how many vendors would be selected and how will traffic be split amongst them.	Tender condition prevails.
39	17	8. AWARD DECISION	8.4. The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders. 8.5. The bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances.	Please quantify abnormally higher / lower bids, how will these be calculated?	Tender Condition prevails The criteria decided by BRPL on this shall be final and binding on the bidders.
40	26	26. AWARD OF CONTRACT	The Company will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it is required for need of the work. The full or part of the contract may be awarded to other bidder(s) on differential rates.	Reverse Auction would take place for selection of vendor, we request you to remove this clause "Company reserves the right to award order to other bidders in the tender, provided it is required for need of the work. The full or part of the contract may be awarded to other bidder(s) on differential rates."	Tender Condition prevails
41	30	5. RATES & ESCALATION	5.1. The Rates/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be subject to escalation or increases on any account/reason(s) whatsoever .	Please allow rate negotiation in case of changes due to external factors which are outside the purview of selected vendor.	Tender Condition prevails
42	32	9. PENALTY	8.6 Total annual aggregate Liquidated Damages and Penalty against various clauses of the contract shall be limited to maximum 10% of the annual Contract Value.	Liquidated Damages of 10% is too huge. Kindly make it 0.5% of the contract value and for the contract term.	Tender Condition prevails
43	32	11. DERC GUIDELINES & REGULATIONS	The bidder shall make himself fully aware & familiarise with prevailing DERC guidelines / regulations.	We follow regulations of telecom industry relevant for our Industry, please share explicit guidelines to be followed additionally.	Tender Condition prevails.
44	40	9. TIME ESSENCE OF CONTRACT	TIME ESSENCE OF CONTRACT	As time is the essence of the contract, kindly make the clause mutual where BSES discharges its obligations including payment obligation to maintain the sanctity of the intent of the clause.	Tender Condition prevails.
45	40	10. LIQUIDATED DAMAGE	Liquidated Damages	Kindly note that the Equivalent to charges for completion /rectification of work plus 30% overhead charges is too huge. Kindly allow the bidder a curing period of 30 days to ensure performance of the obligations to the satisfaction of BSES. Additionally, kindly exclude the additional charges as LD is already mentioned above.	Tender Condition prevails. However, the initial 30 days of contract there will be no LD applicable to the contractor.
46	41	13. ACCESS TO THE SITE 14. INSPECTION & QUALITY CONTROL 15. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION	13. ACCESS TO THE SITE 14. INSPECTION & QUALITY CONTROL 15. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION	These sections are not relevant as we would be providing services in hosted model, without any physical deployment, please remove these clauses.	In normal circumstances, it is not pertains to service provider. But if any specific requirement arises then it should be done by the service provider.

47	44	18. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS	PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS	Kindly allow the bidder a curing period of 30 days to mitigate the non-compliance. Also, kindly exclude uncontrollable factors from the penalty. Kindly reduce the penalty value from 1.5 times to equivalent value only.	Tender Conditions prevails.
48	44	19. PENALTY FOR MISCONDUCT/FAILURE IN PERFORMANCE OF TASK UNDER AGREEMENT	PENALTY FOR MISCONDUCT/FAILURE IN PERFORMANCE OF TASK UNDER AGREEMENT	Kindly allow the bidder a curing period of 30 days to mitigate the non-compliance. Also, kindly exclude uncontrollable factors from the penalty.	Tender Conditions prevails.
49	47	19.4. PENALTY FOR MISCONDUCT	PENALTY FOR MISCONDUCT	Kindly exclude this clause from our scope as we are platform providers and we will not be physically be present in your premises for misconduct incidents to occur.	Tender Conditions prevails.
50	47	22. REPRESENTATION, WARRANTIES AND GUARANTEES	REPRESENTATION, WARRANTIES AND GUARANTEES	Kindly note that the service is platform based and representations and warranties pertaining to on-site may be deleted for the bidder.	Tender Conditions prevails.
51	48	23. EVENTS OF DEFAULTS	EVENTS OF DEFAULTS	Kindly make the clause mutual as there would be certain obligations from BSES including payment obligation.	Tender Conditions prevails.
52	48	24. RISK & COST	RISK & COST	Kindly allow a cure period of 30 days. Additionally, please remove overhead charges @ 15% as there is already a right to termination and proposed cure period.	Tender Conditions prevails.
53	48	25. LIMITATION OF LIABILITY	LIMITATION OF LIABILITY	Limitation of Liability is not capped. Kindly cap it to 12 months receivables.	Tender Conditions prevails.
54	49	26. TERMINATION	TERMINATION	Kindly make the termination clause mutual	Tender Condition prevails
55	50	28. FORCE MAJEURE	FORCE MAJEURE	Kindly add epidemic and pandemic to the clause.	Tender Condition prevails
56	51	28. FORCE MAJEURE	28.6 Termination for Certain Events Of Force Majeure	Kindly add to ensure payment to the extent of services rendered on immediate basis while invoking the said clause.	Tender Condition prevails
57	53	32. THIRD PARTY INSURANCE	Third Party Insurance	Service is platform based. Hence, request to remove the said clause.	It is the Bidders responsibility. Tender Condition prevails
58	61	38. INDEMNITY	Indemnity	Kindly make the indemnity clause mutual. Additionally, request BSES to give content indemnity as the content pushed through our platform cannot be accessed by us.	Tender Condition prevails
59	61	39. SECRECY & CONFIDENTIALITY	Secrecy & Confidentiality	Kindly make the clause mutual as the bidder also will share certain confidential information regarding the platform and services.	Tender Condition prevails
60	62	39. SECRECY & CONFIDENTIALITY	Clause 39.5	Kindly remove the said clause as the same is covered under indemnity under clause 38 of this RFP.	Tender Condition prevails
61	70	SCOPE OF WORK B) SMS Services:	ix. The bidder has to route all messages sent by the BRPL as "Transaction Messages" without necessitating the scrubbing against National Customer Preference Register (NCPR) introduced by TRAI unless specified otherwise.	We would follow laid regulation and expect BRPL to follow the same also, request your consent. The content template type (Promotional, Transactional, Service) must be pre-registered in the Telecom operator's DLT portal. Additionally, since the DLT regulations went into effect, live DND scrubbing is managed on their end.	Tender condition prevails
62	70	SCOPE OF WORK B) SMS Services:	x. The bidder should be capable of sending voice messages or email messages in case of failure in sending SMS message. For this bidder should have in-house capabilities of sending	Fallback on voice available for OTP, hope this would suffice. Commercial for voice call shall be applicable, please share its line item in BOQ, else allow it to be discussed whenever required.	Separate rate for Voice will not be considered
63	70	SCOPE OF WORK B) SMS Services:	xv. Bidder to maintain the data with regard to SMS sent for at least 1 Year. The data maintained should have the following minimum fields: • Mobile Number/MSISDN • Complete Message text • Bearer (GSM/CDMA) • National/International • Sender Name/ID • Date/time of SMS received at the gateway • Date/time of SMS send to the operator • Date/time of SMS delivered to the end subscriber	Please exclude Bearer (GSM/CDMA) as it is not shared by operator.	OK
64	70	SCOPE OF WORK B) SMS Services:	xvi. DND compliance will be the responsibility of the Bidder/Service Provider. Buyer will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for the Buyer.	We would follow laid regulation and expect BRPL to follow the same also, request your consent. After the DLT regulation was implemented, the live DND database is managed on their end.	Its bidders responsibility
65	71	SMS PRODUCT SPECIFICATION	12. The messaging platform must support SMS to email service wherein emails are sent to intended recipient e.g. Integration with critical servers for reporting message in the event of system	Critical messages are sent via SMS. Hence, Email to SMS should be asked. We support Mail2SMS solution.	ok

66	74	SECTION – VI:PRICE BID	4 Penalty shall be levied on the monthly payment of contractor on the basis of its performance mentioned in the Score Cards/performance indicator and will be deducted from successive month's bill.	Kindly include cure period before penalty and kindly exclude uncontrollable factors from penalty. Further, finance to confirm on the section.	Tender Conditions prevails
67	74	SECTION – VI:PRICE BID	1) For 100 nos Push SMS - Transaction / Promotional	We understand that Unit Rate (in Rs) of 100 SMS to be mentioned and it needs to be multiplied with QTY column, hope this understanding is correct.	As per Price Bid the Qty and Unit is already defined.
68	78	ATTACHMENT – A	A) Major Orders Executed B) Orders Under Execution	Please confirm difference between (A) Major Orders Executed and (B) Orders Under Execution. We would provide reference of 5 clients which are currently live, hope this would suffice for both the attachments (A) & (B).	BOTH are required as per the Attachment - A
69	86	FORMAT – 4.3	NON-DISCLOSURE AGREEMENT	NDA needs to be signed & submitted on letterhead only, hope this understanding is correct.	NDA TO BE SUBMITTED on NON-JUDICIAL E-STAMP Paper of Rs.100/-
70	11	4. QUALIFYING REQUIREMENTS (QR)	Addition Request	Please add following points in Qualification Criteria so that prestigious bidders compete for this RFP (1) Bidder should have a direct connectivity with atleast 4 telecom operators in India - Bulk A2P message connectivity agreement with telecom operator/s / Certificate from Telecom Operator needs to be submitted. (2) Bidder should have its own SMSC with atleast one telecom operator.- Undertaking and Agreement / Certificate from Telecom Operator (3) Bidder should have performed platform VAPT via Cert-In empanelled agency. - Copy of relevant certificate needs to be submitted.	Additional certification and facilities are welcomed
71	11	TECHNICAL QUALIFYING CRITERIA - 2	The Bidder should be in this line of activity and should have executed similar projects in at least three institution / utilities in India. The solution offered should be currently running successfully in at least three Public/Private Sector Scheduled Commercial Bank in India.	This clause is very specific and limiting clause. Also, BSES is power utility not sure why Scheduled Commercial Bank experience is asked. Suggested Clause is: "The Bidder should be in this line of activity and should have executed similar projects in at least three institution / utilities in India. The solution offered should be currently running successfully in at least three Public/Private Sector Scheduled Commercial Bank in India. " OR "The Bidder should be in this line of activity and should have executed similar projects in at least three institution / utilities in India. The solution offered should be currently running successfully in at least three Public/Private Sector Scheduled Commercial Bank <u>Or any other Institution/ Organization</u> in India."	Bidder has to submit copy of latest invoice & work order for banking transactions/ Govt/PSU/Utility.
72	11	TECHNICAL QUALIFYING CRITERIA - 2	Evaluation Parameters - Bidder has to submit copy of latest performance certificate & work order from Bank's/ Similar financial institutions & experience certificate from such clients.	This clause is very specific and limiting clause. Also, BSES is power utility not sure why Scheduled Commercial Bank experience is asked. Also for ongoing projects bidder can only provide work orders. Suggested Clause is: "Evaluation Parameters - Bidder has to submit copy of latest performance certificate <u>Experience Certificate OR</u> Work order from <u>Bank's/ Similar financial institutions & experience certificate from such clients.</u> "	Bidder has to submit copy of latest invoice & work order for banking transactions/ Govt/PSU/Utility.
73	11	TECHNICAL QUALIFYING CRITERIA - 3	Bidder should have direct tie up/ arrangements with minimum three telecom service providers/operators for within India services and minimum two for international operation.	This clause is very specific and limiting clause to limited bidders only. Suggested Clause is: "Bidder should have direct tie up/ arrangements with minimum three telecom service providers/operators for within India services and minimum two for international operation. "	Tender Condition prevails
74	11	TECHNICAL QUALIFYING CRITERIA - 3	Bidder should have direct tie up/ arrangements with minimum three telecom service providers/operators for within India services and minimum two for international operation.	In case of Telecom Service Provider Kindly accept self declaration only. Also remove the requirement of international operator tie-up.	Tender Condition prevails

75	11	TECHNICAL QUALIFYING CRITERIA - 3	Evaluation Parameters - Copies of currently valid Agreements and Certificates with the telecom operators with which it has direct connectivity. Undertaking to be provided by bidder to renew agreement up to the validity of bank's rate contract.	This clause is very specific and limiting clause. Also, BSES is power utility not sure why Scheduled Commercial Bank experience is asked. Also if the bidder is Telecom Operator itself then please allow self declaration. Suggested Clause is: "Evaluation Parameters - Copies of currently valid Agreements and Certificates with the telecom operators with which it has direct connectivity. Undertaking to be provided by bidder to renew agreement up to the validity of bank's BSES rate contract. <u>Also, if the bidder is Telecom Service Provider with valid Unified Licence then only Self Declaration is required on letter head from Authorised Signatory regarding the same.</u> "	Tender Condition prevails
76	11	TECHNICAL QUALIFYING CRITERIA - 4	The Bidder should have Disaster Recovery capability to send alerts from at least two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.	This clause is very specific and limiting clause. Also, detailed address cannot be provided as its confidential information. Suggested Clause is: "The Bidder should have Disaster Recovery capability to send alerts from at least two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent. "	Tender Condition prevails
77	11	TECHNICAL QUALIFYING CRITERIA - 4	Evaluation Parameters - Full Address Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.	This clause is very specific and limiting clause. Also, detailed address cannot be provided as its confidential information. Suggested Clause is: " Full Address Proof and Self Declaration for contact details for two different locations to be submitted in this regard as per the availability of such locations."	Tender Condition prevails
78	11	TECHNICAL QUALIFYING CRITERIA - 5	Evaluation Parameters - Bidder to submit latest (previous month's) invoice paid by respective banks. Invoices raised should clearly mention the volume of Real Time SMS Alerts for establishing capability to handle at least 60 lacs Real Time SMS alerts per day for banking transactions of Banks. Invoices raised by the bidder to clients other than banks would not be considered for establishing the capability to handle at least 60 lacs real time SMS alerts per day.	Kindly remove the requirement, as its confidential information and invoices cannot be shared. Kindly accept Self Declaration or CA certificate in this regard - certifying the desired volume.	Tender Condition prevails
79	12	TECHNICAL QUALIFYING CRITERIA - 6	The Bidder should be able to allocate a minimum throughput 2500 SMS/sec to BSES Rajdhani Power Limited.	Kindly accept Self Declaration in case of the bidder is Telecom Service Provider	Tender Condition prevails
80	12	TECHNICAL QUALIFYING CRITERIA - 7	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.	Kindly allow telecom Service Provider as bidder for this bid. Suggested Clause is : "The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only. OR <u>Telecom Service Provider with valid Unified Licence to operate PAN India.</u> "	Tender Condition prevails
81	12	TECHNICAL QUALIFYING CRITERIA - 7	Evaluation Parameters - Certified copy of registration as registered telemarketer as per TRAI guidelines	Kindly allow telecom Service Provider as bidder for this bid. Suggested Clause is : " Evaluation Parameters - Certified copy of registration as registered telemarketer as per TRAI guidelines OR copy of valid Unified Licence ".	Tender Condition prevails
82		Scope Pg 20	The company reserves the right to split the order among various successful bidders in any manner it chooses without assigning any reason whatsoever	Please amend this clause, the minimum qty for each bidder shall be provided to ascertain capital commitment and Business case.	Tender conditions prevails
83		Scope Pg 30	The Contractor shall not be entitled to adjustment in the Contract Value during the term of this Agreement for increase due to- (a) increased manpower costs or costs related to vehicles / materials/ other equipment's provided, (b) changes in insurance premiums, and/or (c) changes in legislations or regulations relating to the Service.	Please amend this clause suitably, changes due to any change in law or regulations shall be passed to the customer. GST to go on actual rates.	Refer Sec - III, SCC Clause no 4.1(c), 5 page no. 30

84		Scope Pg 31	The Company shall reserve the right to invoke the CPBG unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Agreement for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.	Please amend this clause suitably, reasons shall be called out.	Tender Condition prevails
85		Scope Pg 38	The Company shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and/or set off against any amount due or become due, whether related to this contract or other contracts awarded to contractor	Please amend this clause suitably	Tender Condition prevails
86		Scope Pg 49	TERMINATION BY COMPANY FOR CONVENIENCE	Kindly remove this clause	Tender Condition prevails
87		Scope Pg 62	The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions during the execution of the Order. BRPL may increase or reduce the area/ scale of operations after starting of execution of the contract and the size of contract may be adjusted accordingly.	Kindly provide the minimum quantity for business case preparation / cost estimates	Refer Section - V, scope of work , page no. 72
88		Scope Pg 69	The bidder should have capabilities to send SMS to all GSM, CDMA handsets and to all telecom operators operating in India and abroad without any exception. The Bidder should provide dedicated services for OTP and OSP SMS sent to the Buyer's customer.	Kindly provide the existing volume of national and international SMS (country wise) and the minimum guaranteed volume for the successful bidder for BCE preparation.	Already provided in Tender Scope of work, clause 13, page 72
89	68	Section A	Emails Service	Will the emails contain attachments?? Transactional and Promotional volume breakup.	Maximum Size of email (with or without attachment) - max 10 MB
90	70	Section B Point no:- XII	The Bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations for ensuring business continuity.	Normally there is only One DC and one DR site utilised , Point here asks about two DR locations- We needs clarification because it will lead to cost of Services . already have DC and DR in two different seismic zones to provide services.	ACCEPTED
91	70	Section B Point no:- XI	xi. Delivery of SMS alerts should be ensured to all National/International locations without any exception.	International SMS service required, Please provide the list of countries where international SMS delivery is going to happen	To all the telecom operators across the globe
92	69	Section B Point no:- V	The code (long code/short code/VMN) allotted to the Buyer should be easily memorable and accessible to Buyer customers, both domestic and international, through all the telecom operators across the globe on 24*7 basis.	Please confirm us that all Existing VMNs to be used, who is going to do number porting from other operator or you are going to use only new VMS. Please confirm	Tender Condition prevails
93	11	Section 4 Point no:- 3	Bidder should have direct tie up/ arrangements with minimum three telecom service providers/operators for within India services and minimum two for international operation.	We need to understand the detail on International SMS Service. Is India Mobile number holder consumer who is living outside India, and paying electricity bills , or Non India Mobile number consumer , who is living outside and paying the bill and your application wants to send the SMS,	Tender condition prevails
94	68	Section A Point No 5	5) SLA Commitment KPI---Percentage Email Submission to MTA--->99% * Submission Latency <= 10 Secs-->98%** DN acknowledgement---99%	It is subjected to the end user's device and network availability. End user to ensure the right mapping of the email received from BSES. Email in Junk folder will be considered delivered email. What is the reference of MTA & DN here?. Kindly elaborate.	Tender condition prevails
95	70	B) SMS Services:	x. The bidder should be capable of sending voice messages or email messages in case of failure in sending SMS message. For this bidder should have in-house capabilities of sending voice message and E mail messages.	Provision for the Service at large outage can be notified. But individual or Group messages Status can not be notified through online portal Daily MIS	Tender Condition prevails
96	70	B) SMS Services:	xiii. The bidder should have 24x7 support office / representative in Delhi to provide onsite support immediately on call.	Bulk SMS is a logical service and gets derived thru platform hence no physical support is required as such. Please define the scenarios wherein onsite support is needed.	

97		Point 3 of clause no. 4, QUALIFYING REQUIREMENTS (QR), Page 11	Bidder should have direct tie up/arrangements with minimum three telecom service providers/operators for within India services and minimum two for international operation.	In the complete RFP there is no traffic mentioned for international location than why BRPL asking for minimum two for international operation. If there is international scope requesting you to kindly modify this clause and consider tie up with one international operator. Also let us know the traffic for international location.	Tender Condition prevails
98		Clause 6.1 & 6.2 Bid Submission, Page no. 14	The bidders are required to submit the bid in 2(two) parts and in original & duplicate (total 2 copies) at the following address: Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. No price bid shall be submitted in Pen Drive. The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.	Please clarify the mode of Submission. Do the bidders need to submit the bid on pen Drive ? And Also confirm the submission of Commercial.	Tender conditions prevails. The bidders are required to submit the bid in 2(two) parts and in original & duplicate (total 2 copies) in hard mode and scanned copy of original hard copy to be submitted in pendrive. No price bid shall be submitted in Pen Drive.
99		Clause no. 6.3 of CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG), Page 30	CPBG value to be enhanced @ 7.5% if initial annual contract value increases by more than 5%.	Please provide clarifications on the same.	CPBG value to be enhanced @ 7.5% of the increased initial annual contract value if the contract value is increased by 5%
100		Clause no. 36.17, page no. 57	Contractor to maintain list of Manpower in shifts and attendance muster at the Site entrance for Manpower deployed under the Contract.	Do we need to deploy any technical support personal at your location.	Not necessary
101		point xv of B, Scope of Work, Page no. 70	Bidder to maintain the data with regard to SMS sent for at least 1 Year. The data maintained should have the following minimum fields: <ul style="list-style-type: none"> • Mobile Number/MSISDN • Complete Message text • Bearer (GSM/CDMA) • National/International • Sender Name/ID • Date/time of SMS received at the gateway • Date/time of SMS send to the operator • Date/time of SMS delivered to the end subscriber • Final Status of the SMS Status description 	Please clarify whether the bidder needs to maintain the data offline or Online for a period of 1 year.	YES
102		Point 5 of SMS PRODUCT SPECIFICATION, Page 71	The SMS services should be scalable to meet the requirements of the Buyer for next 5 years from the date of placing Purchase Order, considering the similar growth year on year basis.	Please provide clarifications on the same.	Data should be scalable on early basis to meet the requirements of Buyer.
103		Point e of Service Level Agreement, Page no. 72	A customized report shall be provided to BRPL by the service provider on daily basis which shall include the following heads. 1. DATE_HOUR 2. PCODE 3. ACODE 4. TAG NAME 5. SENDERID 6. SUBMITTED TO M GAGE 7. DND REJECTION 8. MGAGE ACCEPTED 9. DELIVERED 10. FAILED 11. BLANK_DN In addition to the above the Contractor should provide the Latency and Failure report	Please clarify.	Report should be available on daily basis