

CORRIGENDUM-2, Dated: 03.07.2024

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
1	Section-I (RFQ), Clause: 1.3, page no. 8	Commercial	Due Date for Submission of Tender: 28.06.2024,	Please provide at least 10 working days from the response to pre-bid queries as there are many external documents which require time. Ex. Reference letters, CA Certificate.	The bid submission date is extended till 10th July 2024.
2	Section-I (RFQ), Clause: 1.3, page no. 8	CommercialThe bidder shall furnish, as part of its bid, an EMD of the requisite amount.....	As bid needs to be submitted online, please provide Bank account details in which we can pay these charges. Else, please let us know if we need to handover Bank Guarantee and Demand Draft of tender fee to your office.	> Please refer to RFQ clause 3.0 regarding the submission of EMD & Bank details. > Also, please refer to RFQ clause 6.1 (iii) regarding the documents that necessarily have to be submitted in originals.
3	Section-I (RFQ), Clause: 4.1.2, page no. 10	Technical	The Bidder should be in this line of activity and should have executed similar projects in at least three institutions/ 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 purchase orders from Bank's/ Similar financial institutions or experience certificate from such clients.	In this regard we would like to know BYPL is asking for three Public/ Private Sector Scheduled Commercial Bank in India instead of Utilities sector. We believe that BYPL comes under Utility sector and there is no relation with Banking sector. Therefore requesting you to kindly ask/ consider only Utility/Govt./PSU experience as well.	This clause has been amended as below: The Bidder should be in this line of activity and should have executed similar projects in at least three Utilities / Govt. organizations / reputed Corporate establishments in India. The solution offered should be currently running successfully in at least three institutions/ utilities in India.
4	Section-I (RFQ), Clause: 4.1.2, page no. 10	Technical	The Bidder should be in this line of activity and should have executed similar projects in at least three institutions/utilities in India. The solution offered should be currently running successfully in at least three Public/ Private Sector Scheduled Commercial Bank in India. Evaluation Parameters /Supporting Documents Bidder has to submit copy of latest purchase orders from Bank's/ Similar financial institutions or experience certificate from such clients.	"The Bidder should be in this line of activity and should have executed similar projects in at least three institution / utilities 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 Or any other Institution/ Organization in India." Evaluation Parameters / Supporting Documents Bidder has to submit copy of latest performance certificate/ Experience Certificate OR Work order".	Bidder shall submit a copy of the purchase orders & Performance certificates issued by the clients in support of its experience.
5	Section-I (RFQ), Clause: 4.1.3, page no. 10	Technical	Bidder should have direct ties/ arrangements with a minimum of three telecom service providers/operators for within India services and a minimum of two for international operation	In the complete RFP there is no traffic mentioned for international location than why BYPL asking for minimum two for international operation. If there is no international scope requesting you to kindly modify this clause and consider tie up with one international operator only. Also let us know the traffic for international location if there is any.	This clause has been amended as below: Bidder should have direct ties/arrangements with a minimum of three telecom service providers/operators for within India services and a minimum of two for international operation or Bidder should be a telecom operator
6	Section-I (RFQ), Clause: 4.1.3, page no. 10	Technical	Bidder should have direct ties/arrangements with a minimum of three telecom service providers/operators for within India services and a minimum of two for international operation Evaluation Parameters /Supporting Documents Copies of currently valid Agreements and Certificates with the telecom operators with which it has direct connectivity. An undertaking is to be provided by the bidder to renew the agreement up to the validity of the bank's rate contract.	Bidder should have direct ties/arrangements with a minimum of three telecom service providers/operators for within India services and a minimum of two for international operation or Bidder should be a telecom operator Evaluation Parameters / Supporting Documents: Copies of currently valid Agreements and Certificates with the telecom operators with which it has direct connectivity. An undertaking is to be provided by the bidder to renew the agreement up to the validity of the contract. If Bidder is a Telecom service provider valid copy of Unified license issued by DoT to be submitted.	Evaluation Parameters / Supporting Documents: Copies of currently valid Agreements and Certificates with the telecom operators with which it has direct connectivity. An undertaking is to be provided by the bidder to renew the agreement up to the validity of the contract. If Bidder is a Telecom service provider valid copy of Unified license issued by DoT to be submitted.

CORRIGENDUM-2, Dated: 03.07.2024

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
7	Section-I (RFQ), Clause: 4.1.4, page no. 10	Technical	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. Evaluation Parameters /Supporting Documents Full Address Proof and contact details for two different locations are to be submitted in this regard as per the availability of such locations.	"The Bidder should have Disaster Recovery capability to send alerts from at least two geographical locations for ensuring business continuity. " Evaluation Parameters / Supporting Documents " Self Declaration to be provided by bidder regarding business continuity from two different location details may be shared as per the availability of such locations."	Tender conditions shall prevail.
8	Section-I (RFQ), Clause: 4.1.5, page no. 10	Technical	Bidder should have a capability to handle at least 1 crore Real Time SMS alerts per day for energy transactions of Electricity Utilities.	In this regard, we would like to know why BYPL is asking for capabilities of 1 crore Real Time SMS alerts per day for energy transactions of Electricity Utilities when there is consumption of 6.40 Cr SMS volume Average annually. Also in the document required section Invoices raised should mention the volume of real-time SMS Alerts for establishing the capability to handle at least 60 laces Real Time SMS alerts per day for banking transactions of Banks. Why do we require to submit Bank's invoice. Therefore requesting you to kindly modify this clause to: Bidder should have a capability to handle at least 10-20 Lacs Real Time SMS or 1 Crore alerts per day for energy transactions of Electricity Utilities/ Govt. Entities/ PSU.	This clause has been amended as below:
9	Section-I (RFQ), Clause: 4.1.5, page no. 10	Technical	Bidder should have a capability to handle at least 1 crore Real Time SMS alerts per day for energy transactions of Electricity Utilities. Bidder to submit latest (previous month's) invoice paid by respective banks. Invoices raised should mention the volume of real-time SMS Alerts for establishing the capability to handle at least 60 laces Real Time SMS alerts per day for banking ransactions 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 laces real-time SMS alerts per day	Invoices along with the PO / aggrement is suffix in this critira. Kindly confirm	Bidder should have the capability to handle at least 1 crore Real-time SMS alerts per day for Utilities / Govt. organizations / reputed corporate establishments. Bidder to submit the invoice not older than six months, paid by respective clients in support of this. Invoices should have mentioned the volume of real-time SMS Alerts for establishing the capability to handle at least 60 lacs real-time SMS alerts per day for such transactions.
10	Section-I (RFQ), Clause: 4.1.5, page no. 10	Technical	Bidder should have a capability to handle at least 1 crore Real Time SMS alerts per day for energy transactions of Electricity Utilities. Evaluation Parameters /Supporting Documents Bidder to submit latest (previous month's) invoice paid by respective banks. Invoices raised should mention the volume of real-time SMS Alerts for establishing the capability to handle at least 60 laces 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 laces real-time SMS alerts per day.	"Bidder should have a capability to handle at least 60 lacs Real Time SMS alerts per day for transactions of Institution." Evaluation Parameters /Supporting Documents Bidder to submit latest (not older than 6 month's) invoice paid by respective Institution. Invoices raised should mention the volume of real-time SMS Alerts for establishing the capability to handle at least 60 laces Real Time SMS alerts per day	
11	Section-I (RFQ), Clause: 4.1.6, page no. 10	Technical	The Bidder should be able to allocate a minimum throughput 20000 SMS/sec to BSES Yamuna	We hope its an typo mistake and you are looking for 2000 SMS/ Sec to BSES YAMUNA . Kindly clarify	
12	Section-I (RFQ), Clause: 4.1.6, page no. 10	Technical	The Bidder should be able to allocate a minimum throughput of 20000 SMS/sec to BSES Yamuna Evaluation Parameters /Supporting Documents Certificates to this effect from the telecom operator[s] should be submitted with whom the bidder has the tie-up to deliver SMS Alerts.	The Bidder should be able to allocate a minimum throughput of 2000 SMS/sec to BSES Yamuna Evaluation Parameters /Supporting Documents Kindly accept Self Declaration in case of the bidder is Telecom Service Provider	This clause has been amended as below: The Bidder should be able to allocate a minimum throughput of 2,000 SMS/sec to BSES Yamuna.....

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
13	Section-I (RFQ), Clause: 4.1.7, page no. 10	Technical	The bidder should be a registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only. Evaluation Parameters /Supporting Documents Certified copy of registration as a registered telemarketer as per TRAI Guidelines 8	"The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only. OR Telecom Service Provider with valid Unified Licence to operate PAN India." Evaluation Parameters /Supporting Documents Certified copy of registration as registered telemarketer as per TRAI guidelines OR copy of valid Unified Licence".	Tender conditions shall prevail.
14	Section-I (RFQ), Clause: 4.1.9, page no.- 11	Technical	Bidder should have an Active-Active Setup for Messaging in two locations in India that fall under different seismic zones. Evaluation Parameters /Supporting Documents Site Addresses with Contact Details to be shared along with Proof of Address	This clause is to be deleted as this is repetition of cl. No 4 above.	This clause has been deleted.
15	Section-I (RFQ), Clause: 4.1.9, page no.- 11	Technical	Bidder should have an Active-Active Setup for Messaging in two locations in India that 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.	
16	Section-I (RFQ), Clause: 4.1.10, page no.- 11	Technical	Bidder should have a direct SMPP connectivity with at least three major different telecom operators in India with major market share. Bidder should have a direct SMPP connectivity with at least three major different telecom operators in India with major market share. Evaluation Parameters /Supporting Documents A copy of the proof should be submitted in this regard	This clause is to be deleted as this is repetition of cl. No 3 above.	This clause has been deleted.
17	Section-I (RFQ), Clause: 4.1.11, page no.- 11	Technical	Bidder should have the capability to send at least 1,00,000 real-time OTP SMS for one enterprise. Evaluation Parameters /Supporting Documents A copy of the proof should be submitted in this regard.	Bidder should have the capability to send at least 1,00,000 real-time SMS for one enterprise. Evaluation Parameters /Supporting Documents A copy of the invoice or any other proof should be submitted in this regard.	This clause has been amended as below: Bidder should have the capability to send at least 1,00,000 real-time OTP SMS for one enterprise. Evaluation Parameters /Supporting Documents: A copy of the invoice or any other proof should be submitted in this regard.
18	Section-I (RFQ), Clause: 4.2.iv, page no. 11	Commercial	The bidder must have executed a single order of a minimum annual value of Rs 60 Lakhs, OR, two orders of a minimum annual value of Rs 37.5 Lakhs each, OR, three orders of a minimum annual value of Rs 30 Lakhs each in the field of SMS and E-mail services in any Utilities / Govt. organizations / reputed Corporate establishments in the last five financial years (FY19 to FY 23). The bidder shall submit the copies of the order in this regard.	Please confirm whether we need to submit combined work order of both the services or we can submit individual WO of respective services.	Tender conditions are clear in this regard & shall prevail.

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
19	Section-I (RFQ), Clause: 6.1 (iii), Page no. 14 Section-II (ITB), Clause: 15, Page no. 22	Commercial	<p>iii. Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.</p> <p>15.1. Bid submission: One original (hard copies) and one duplicate (total two copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.</p> <p>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.</p>	<p>These points are contradicting with each other.</p> <p>Please confirm whether bids are to be submitted online or hardcopy or both?</p>	Section- II, ITB clause 15 has been deleted.
20	Section-I (RFQ), Clause: 8.4 & 8.5, Page no. 17	Commercial	<p>8.4 The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BYPL on this shall be final and binding on the bidders.</p> <p>8.5 The bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BYPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BYPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances.</p>	<p>a) Please quantify abnormally higher or lower bids in value or percentage.</p> <p>b) Please elaborate on the Margin / Administrative Service Charges.</p> <p>If these cannot be quantified, please remove these point.</p>	Tender conditions are clear/self-explanatory in this regard & shall prevail.
21	Section-I (RFQ), Clause:8.2, Page no. 17 Section-II (ITB), Clause: 1.6, Page no. 19 Section-II (ITB), Clause: 25, Page no. 24	Commercial	<p>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.</p> <p>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.</p> <p>25. COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS 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.</p>	<p>As Reverse Auction will take place, we understand that L1 will get the PO and entire traffic, please confirm if this understanding is correct.</p> <p>If yes, please remove these & similar points from RFP document.</p>	Tender conditions shall prevail.
22	Section-III (SCC), Clause: 2, Page no. 26	Commercial	The scope includes providing call center services in BYPL. as per detailed scope of work as enumerated in Section –V.	Please elaborate on call center services / remove this point.	This clause has been amended as below: The scope includes providing push & pull SMS services & SMTP relay services in BYPL. as per the detailed scope of work enumerated in Section –V.
23	Section-III (SCC), Clause: 3.1, Page no. 26 Section-V (SOW), Clause: vii Page no. 58	Commercial	<p>3.1 The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period of three (3) years. Notwithstanding the continuous/periodic review/assessment of the contractor's performance by BYPL, at its discretion, the annual performance of the Contractor will be evaluated /reviewed year on year basis after completion of every year for continuity of validity of the agreement.</p> <p>vii. The initial contract period will be 1 (one) year with the provision of further extension by another 2 (two) years with the same terms and conditions subject to satisfactory performance. The Buyer will review the performance each year.</p>	<p>These points are contradicting.</p> <p>Please confirm whether initial contract period would be of 3 years or 1 year?</p>	Tender conditions are clear/self-explanatory in this regard & shall prevail.

CORRIGENDUM-2, Dated: 03.07.2024

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
24	Section-III (SCC), Clause: 5.1, Page no. 27	Commercial	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 increase / discussion due to uncontrollable factors which are outside the purview of bidder. Ex.: regulatory changes.	Tender conditions shall prevail.
25	Section-III (SCC), Clause: 6, Page no. 27	Commercial	The CPBG shall be of 5% (Five) of initial annual contract value inclusive of taxes & duties and shall be valid till agreement period plus three (3) months towards claim period or latest RBI guidelines (if any) regarding claim period, whichever is higher.	As per subject clause PBG is 5% of Contract value, whereas as per FORMAT – 4.2 PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE it is 10%. Please confirm the PBG Value	Error regretted. Bidders should consider the CPBG amount to 5 % in Format 4.2
26	Section-III (SCC), Clause: 7.1, Page no. 28	Commercial	100% payment shall be released monthly depending on the number of messages/mail delivered. The bill amount inclusive of taxes and duties shall be released within 30 days of receipt of the invoice and duly certified by the BYPL officer-in-charge.	Please allow invoicing on the basis of submission instead of delivery. Else, please allow deviation of uncontrollable/user related factors like: Mobile switch-off, Network barred, Absent subscriber etc.	Tender conditions shall prevail.
27	Section-III (SCC), Clause: 9.1, Page no. 30	Technical	Penalties at Operational Stage	Please allow deviation for uncontrollable factors which are outside the purview of vendor.	Tender conditions shall prevail.
28	Section-III (SCC), Clause: 9.1, Page no. 30	Technical	Penalty	Penalty is too high. Kindly make it to 0.5% of the entire contract value. Kindly exclude the uncontrollable factors.	Tender conditions shall prevail.
29	Section-III (SCC), Clause: 9.2, Page no. 31 Section-IV (GCC), Clause: 17.2, Page no. 41	Technical	9.2 Penalty related to HR issues & ID Cards shall be applicable as defined in GCC. 17.2. During the period of validity/execution of task under agreement, the behavior of manpower deputed by Contractor shall be entirely professional and shall not commit any misconduct.	Please confirm if dedicated manpower at your premises is required or we can service you with existing resources. If dedicated manpower is required, please elaborate on the skillsets & KPIs.	Tender conditions are clear/self-explanatory in this regard & shall prevail.
30	Section-III (SCC), Clause: 10, Page no. 31	Commercial	The bidder shall make himself fully aware & familiarise with prevailing DERC guidelines/regulations.	We are governed by regulations of CPaaS Industry and that should suffice, please confirm.	Noted
31	Section-IV (GCC), clause: 2, page no. 35	Commercial	PRIORITY OF CONTRACT DOCUMENTS The several documents forming the Agreement are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the company, who shall, accordingly, issue suitable instructions thereon to the Contractor. In such event, unless otherwise provided in the agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows: i) Contract Agreement/Work Order. (a) Special Conditions of Contract (b) General Conditions of Contract (ii) The Letter of Acceptance/ Intent (iii) Agreed Minutes of the Tender Negotiation Meetings (iv) Agreed Minutes of the Tender Technical Meetings (v) The Priced Bill of Quantities (vi) The Technical Specifications / Scope of work (vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence. In the event of any conflict between the above-mentioned documents, the more stringent requirement or conditions which shall be favourable to the company shall govern and the decision of company/BYPL shall be final and binding upon the parties.	Since telecom are regulated services, request you to add reference to the Tariff Application Form (TEF) which the subscriber of services has to compulsorily execute. Further, request you to add that for all regulatory matters, the terms and conditions of the TEF shall govern	Noted
32	Section-IV (GCC), clause: 9, page no. 38	Commercial	Time Essence of Contract	Kindly make the clause mutual as there are equal obligations by both parties	Tender conditions shall prevail.
33	Section-IV (GCC), clause: 10, page no. 38	Commercial	Liquidated Damages	Kindly make the LD to 1% of the total contract value for the contract term.	Tender conditions shall prevail.

CORRIGENDUM-2, Dated: 03.07.2024

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
34	Section-IV (GCC), clause: 13, page no. 39	Commercial	Inspection shall be performed by BYPL or its appointed authorized inspection agency. The contractor at his sole expenses shall correct defective works/services. Such rectification needs to be done / completed within the timelines specified by BYPL.	As subject RFP Scope is Providing Pull & Push SMS and SMTP Relay Services Kindly clarify the scope and frequency of such inspection.	This is a general condition of the contract and shall only be applicable, wherever required.
35	Section-IV (GCC), clause: 16, page no. 40	Commercial	<p>STATUTORY OBLIGATIONS</p> <p>The Contractor shall ensure the due compliance of all the applicable statutory acts, including but not limited to the following acts, where special attention of the Contractor is required to be drawn towards the compliance of provision (along with the latest amendments/additions) including any statutory approval required from the Central/State Governments, Ministry of Labour.</p> <ul style="list-style-type: none"> - The Child Labour (Prohibition and Regulation) Act, 1986. - The Agreement Labour (Regulation and Abolition) Act, 1970. - The Employee's Pension Scheme, 1995. - The Employee's Provident Funds and miscellaneous provisions Act, 1952. - The Employees State Insurance Act, 1948. - The Industrial Disputes Act, 1947. - The Maternity Benefit Act 1961. - The Minimum Wages Act, 1948. - The Payment of Bonus Act, 1965. - The Payment of Gratuity Act, 1972. - The payment of Wages Act, 1936. - The Delhi Shops & Establishment Act, 1954. - The Workmen's Compensation Act. 1923. - The Company's Liability Act, 1938. - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 - The Delhi Preservation of Trees Act 1994 - The private security agencies (regulation) Act, 2005 (PSARA – Delhi State) <p>Further the Contractor shall be liable to comply with all the amendment in existing acts / upcoming new comprehensive labour acts/codes related to applicable labour laws.</p>	There is no deployment of resources. Hence, the obligations shall not be applicable for the scope of services being provided under the RFP and shall be construed accordingly.	Tender conditions shall prevail.
36	Section-IV (GCC), clause: 17, page no. 41	Technical	Penalty for Misconduct/Failure in Performance of Task Under Agreement	Kindly allow the personnel to be heard before penalty is being imposed. Kindly note that the penalty for misconduct may be imposed on proven misconduct.	Tender conditions shall prevail.
37	Section-IV (GCC), clause: 19, page no. 43	Commercial	Representation, Warranties and Guarantees	Kindly make the clause mutual to the extent applicable, more specifically to general clauses.	Tender conditions shall prevail.

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
38	Section-IV (GCC), clause: 20, page no. 43	Commercial	<p>Company may, without prejudice to any of its other rights or remedies under the Contract or in law, terminate the whole or any part of this Contract by giving written notice to the Contractor, if in the opinion of Company, contractor has neglected to proceed with the Contracts with due diligence or commits a breach of any of the provisions of this Contract including but not limited to any of the following cases:</p> <p>20.1. Failing to complete execution of Contract as per the terms and conditions specified in the Contract.</p> <p>20.2. Failing to complete Contracts in accordance with the approved schedule of Contract.</p> <p>20.3. Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.</p> <p>20.4. Failing to comply with any of the terms or conditions of this Contract.</p> <p>20.5. In the event Company terminates this Contract, in whole or in part, on the occurrence of any event of default, Company reserves the right to engage any other vendor or agency to complete the Contract or any part thereof, and in addition to any other right Company may have under the Contract or in law including without limitation, including the right to penalize for delay under clause "Liquidated Damage" of this Contract , the contractor shall be liable to Company for any additional costs that may be suffered/borne by Company for the execution of the Contract.</p> <p>20.6. Failure on the part of the Contractor to maintain its confidentiality obligations and or compromising its integrity, which are required to be of highest standards, in so far as the present scope of work is concerned.</p>	<p>The events of default are very broad. Request you to delete the broad provisions which are not applicable for the scope of services and update the following: In the event of any default duly attributable to the bidder, a minimum cure period of 90 days to be provided to cure the default and in the event the bidder fails to cure the breach, the said agreement in whole or part may be terminated.</p>	Tender conditions shall prevail.
39	Section-IV (GCC), clause: 21, page no. 44	Commercial	<p>If the Contractor fails to execute the work as per specification/Agreement/as per the direction of Engineer-in-charge within the scheduled period and/or even after the extended period, the company shall be having the right to cancel/terminate the agreement and the company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred along with overhead charges @15% shall be debited to/recovered from the Contractor.</p>	<p>Since there are other remedies available under the contract and at law, we cannot agree to risk cost, Also please specify the Risk and cost instances applicable to subject RFP for review and discuss mutually</p>	Tender conditions shall prevail.
40	Section-IV (GCC), clause: 22, page no. 44	Commercial	Limitation of Liability	Kindly cap the Limitation of Liability to 12 months receivables	Tender conditions shall prevail.
41	Section-IV (GCC), clause: 23, page no. 44	Commercial	Termination	Kindly make the clause mutual	Tender conditions shall prevail.
42	Section-IV (GCC), clause: 25.2, page no. 46	Commercial	Specific Event of Force Majeure	Kindly add pandemic/epidemic to the definition of force majeure.	Tender conditions shall prevail.
43	Section-IV (GCC), clause: 25.6, page no. 47	Commercial	Termination for Certain Events of Force Majeure	Kindly make the clause mutual as there are equal obligations by both parties	Tender conditions shall prevail.
44	Section-IV (GCC), clause: 27, page no. 48	Commercial	<p>The Contractor shall ensure adequate safety precautions at site, as required under the law of the land to facilitate safe working, during the execution of work under agreement/work order and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during performance of work under agreement.</p>	<p>As subject RFP Scope is Providing Pull & Push SMS and SMTP Relay Services, does the safety code is relevant to this RFP. Usually safety code is relevant to construction contracts. Please confirm</p>	<p>This is a general condition of the contract and shall only be applicable, wherever required.</p>
45	Section-IV (GCC), clause: 28, 29,30,31, 32, page no. 48-50	Commercial	<p>28. WORKMEN COMPENSATION 29. THIRD PARTY INSURANCE 30. HUMAN RESOURCE ISSUES 31. DEPLOYMENT OF RESOURCES 32. REPLACEMENT OF RESOURCE(S)</p>	<p>As subject RFP Scope is Providing Pull & Push SMS and SMTP Relay Services, does these clauses are relevant to this RFP. Usually relevant to construction contracts. Please confirm</p>	<p>This is a general condition of the contract and shall only be applicable, wherever required.</p>

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
46	Section-IV (GCC), clause: 33, page no. 51	Commercial	<p>A) General Obligations</p> <p>33.1 The performance of Services as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended to and as defined in the Contract. The Services shall include any Service which is necessary to satisfy the Company's requirements and as implied by the Contract.</p> <p>33.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BYPL's requirements. The Contractor shall give notice to BYPL, within forty-eight (48) hours of the receipt of BYPL's requirements, of any error, fault or other defect in the BYPL's requirements or such items of reference.</p> <p>33.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site</p>	Majority of the obligations including for manpower and equipment supply are specific for civil contracts and As subject RFP Scope is Providing Pull & Push SMS and SMTP Relay Services, does these clauses are relevant to this RFP. Usually relevant to construction contracts. Please confirm	This is a general condition of the contract and shall only be applicable, wherever required.
47	Section-IV (GCC), clause: 34, page no. 53	Commercial	Indemnity	Kindly make the indemnity clause mutual and kindly give us content indemnity as the content being pushed through our platform cannot be accessed.	Tender conditions shall prevail.
48	Section-IV (GCC), clause: 35, page no. 53	Commercial	Secrecy and Confidentiality	Kindly make the clause mutual as we also share certain confidential data	Tender conditions shall prevail.
49	Section-IV (GCC), clause: 42, page no. 55	Commercial	<p>Contractor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by Vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the agreement.</p> <p>Contractor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the agreement.</p> <p>In event of any such breach, irrespective of whether it causes any loss/damage, company (BYPL) shall have the right to recover loss/damage including liquidated damages from Contractor.</p> <p>The Contractor hereby indemnifies and agrees to keep indemnified the company (BYPL) against any claim/litigation/liability/penalty including litigation cost arising out of any violation of Vendor Code of Conduct by the Contractor or its officers, agents & representatives etc.</p>	Unilateral termination of the agreement basis unproven allegations cannot be agreed to. The said allegations need to be proven in the court of competent law as solely attributable to the bidder before the customer initiates any form of termination.	Tender conditions shall prevail.
50	Section-IV (GCC), clause: 43, page no. 55	Commercial	The Contractor acknowledges& undertakes that the Contractor or any partner of the Contractor or director of the Contractor is not related to any of the officers of the Company or the Company's Representative, or alternatively, is a close relative of an officer of the Company or the Company's Representative and has no financial interest/stake in the Company's business. The Parties agree that breach of the above provisions shall entitle the Company to terminate the Contract under Clause 23, without payment of any compensation to the Contractor. The Contractor agrees and acknowledges and shall ensure that its employees, directors and partners do not develop any such interest during the Contract Period.	Considering the size of the bidder and Employer organisation, it is not possible to confirm the same for all our employees. Request limiting it to the employees involved in the submission of the response to the RFP. Kindly confirm.	Tender conditions shall prevail.

CORRIGENDUM-2, Dated: 03.07.2024

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
51	Section-IV (GCC), clause: 47, page no. 57	Commercial	Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT, in the technical specification and drawings made available to the Contractor consisting of general conditions and complete scope of work. Contractor's and Company's contractual obligations are strictly limited to the terms set out in the CONTRACT.	Most of the clauses are applicable to civil contracts and are not applicable for the scope of services being provided under the RFP and same to be construed accordingly.	This is a general condition of the contract and shall only be applicable, wherever required.
52	Section -V (SOW), page no. 58	Technical	Mail Services: (Informative, Transactional & Promotional) Mail to be delivered within 15 Min. No payment shall be disbursed for delay of messages.	Please exclude uncontrollable factors related to user like - no network, inbox full, mobile switched off etc.	Mail Services: (Informative, Transactional & Promotional) Mail to be delivered within 15 Min. No payment shall be disbursed for delay of messages. In case of no network, inbox full, mobile switch off this is clause in not relevant. Vendor shall have to provide reason on delay of delivery of Mail.
53	Section-V (SOW), Page no. 58	Technical	Mail to be delivered within 15 Min. No payment shall be disbursed for delay of messages.	We request BYPL to consider- *Delivery % in SLA calculation excludes User related errors & Permanent Failures (database issue) and Network related errors (timeouts, System Failures) which is 1% - 2%. Delivery % in SLA calculation excludes hard bounces and unsubscribers. **Delivery Speed/latency in SLA calculation is based on Delivery latency and for Delivered traffic SLA applies for public domain delivery only. Uncontrollable aspects such as restrictions imposed by governing authorities, specific issue with operator to deliver message to circle, region etc. are not included in SLA calculation.	Ok, it shall be considered.
54	Section-V (SOW), Page no. 58	Technical	The contractor will provide the Mail services for BYPL and will have the responsibility to provide this facility on behalf of BYPL. BYPL will not enter into any contract with any carrier or service provider. The contractor shall be the single point of contact for BYPL.	We understand BSES requires email API, SMTP relay & web portal for sending emails. Please confirm. We understand Template creation (HTML/text) & campaign execution will be responsibility of BYPL. Please confirm.	Vendor should have capability to execute email campaign as and when required by BYPL.
55	Section-V (SOW), Clause: i, Page no. 58		The SMS Services should cover the facilities like Push Service and Pull SMS using short / long code / VMN.	Please confirm the number of VMN and keyword required. And confirm the current ownership of VMN.	number of VMN - 1, Keywords - 10-15(As per requirement can be increased) , VNM Ownership not with BYPL
56	Section -V (SOW), clause: ii, page no. 58	Technical	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 requirement.	Kindly read it as OTP SMS only. OSP has been omitted
57	Section -V (SOW), clause: v, page no. 58	Technical	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.	As subject RFP Scope is Providing Pull & Push SMS and SMTP Relay Services, we do not foresee any activity related to VMS/Long code / short code. Also if such scope is involved Please confirm that all Existing VMNs to be used, and clarify who is going to do number porting from other operator to jio. or you are going to use only new VMS. Please confirm	number of VMN - 1, Keywords - 10-15(As per requirement can be increased) , VNM Ownership not with BYPL
58	Section-V (SOW), Clause: vi, Page no. 58	Technical	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 .	SMS vendor should provide realtime status of delivery through API integration as well as portal for fetching reports on as and when required basis.
59	Section -V (SOW), clause: viii, page no. 58	Technical	Bidder should be able to provide a robust campaign manager to integrate interactive mobile marketing campaigns on short code or extended codes.	We would provide all features supported on SMS/VMN/Email, hope this would suffice.	Noted
60	Section -V (SOW), clause: x, page no. 58	Technical	The bidder has to route all messages sent by the BYPL as "Transaction Messages" without necessitating the scrubbing against National Customer Preference Register (NCPR) introduced by TRAI unless specified otherwise.	We would abide with laid regulation and would request BYPL to also follow, hope this would be fine.	Noted

CORRIGENDUM-2, Dated: 03.07.2024

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
61	Section-V (SOW), Clause: x, Page no. 58	Technical	The bidder has to route all messages sent by the BYPL as "Transactional Messages" without necessitating the scrubbing against National Customer Preference Register (NCPR) 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.	BYPL has already whitelisted message templates on DLT platform. Bidder is not responsible for scrubbing of messages
62	Section -V (SOW), clause: xi, page no. 58	Technical	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.	Email to SMS feature is used for such requirements, it is available	The bidder should have capability of sending voice messages and Email messages.
63	Section-V (SOW), Clause: xi, Page no. 58	Technical	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.	The bidder should have capability of sending voice messages and Email messages as and when required by BYPL.
64	Section-V (SOW), Clause: xii, Page no. 58	Technical	Delivery of SMS alerts should be ensured to all National/International locations without any exception.	If International SMS service required, Please provide the list of countries where international SMS delivery is going to happen	International SMS can be delivered to any country.
65	Section-V (SOW), Clause: xiii, Page no. 58	Technical	The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The Re-sellers of SMS Gateway Services are not eligible to participate in the RFP. The bidder must have its own Level III / Tier III DC and DR located in India for providing SMS gateway services. 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 will be 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 Jio already have DC and DR in two different seismic zones to provide services.	One DR is ok. DC and DR should be in different seismic zone.
66	Section-V (SOW), Clause: xiv, Page no. 59	Technical	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.	The bidder should be capable of providing on-site support if required.
67	Section -V (SOW), clause: xvi, page no. 59	Technical	Bidder to maintain the data with regard to SMS sent for at least 1 Year. The data maintained should have the following minimum fields: • Bearer (GSM/CDMA)	Please exclude bearer code as it is not shared by operators.	Noted
68	Section-V (SOW), Clause: xvii, Page no. 59	Technical	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 BYPL.	Noted
69	Section-V (SOW), Clause: 6, Page no. 60	Technical	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.	OTP messages should be prioritised.
70	Section-V (SOW), Clause: 14, Page no. 60	Commercial	In case any of the successful bidder is different than the current SMS vendor of the Buyer, then the solution offered by the new bidder to run parallel to the existing system of the Buyer for 2 months. The contract will be awarded to the new bidder only upon satisfactory performance of the solution	We presume that the payment for the 2 months Performance will be paid to successful bidder. Please confirm	The payment shall be made for the delivered services during the transition period.
71	Service Level Agreement	Commercial	Service Level Agreement	Please allow deviation of uncontrollable/user related factors like: Mobile switch-off, Network barred, Absent subscriber etc.	Tender conditions shall prevail.
72	Section-VI (PRICE BID), page no. 62	Commercial	SECTION - VI: (PRICE BID)	Please share separate line item for DLT charges, on the basis of submission.	Tender conditions shall prevail.
73	Section-VI (PRICE BID), page no. 62	Technical	Average annually SMS volume is around 6.40 Cr and Mail volume is around 2.0 Lakh. Quantities may vary depending on the actual requirement of BYPL.	We request BYPL to provide - 1) Volume bifurcation for informative, transactional & promotional emails 2)Maximum Size of email 3) Maximum Size of attachment	1. All are informative & transactional. Promotional will be zero . 2. Maximum Size of email -1MB. 3 Maximum Attachment -10 mb

CORRIGENDUM-2, Dated: 03.07.2024

BYPL NIT NO:		CMC/BY/24-25/RS/SvS/AS/08 DT: 08.06.2024			
Work:		RATE CONTRACT FOR PROVIDING PULL & PUSH SMS SERVICES AND SMTP RELAY SERVICES IN BYPL			
Subject:		Reply of pre-bid queries of the bidders			
Sr No	NIT Clause Reference	Refer query	NIT Description	Bidder's Query	BYPL Reply
74	ANNEXURE – II: BIDDER'S DETAILS, point no. 22, page no. 64	Commercial	SSI	SSI means Small Scale Industry, hope this understanding is correct. If we are not SSI, we can mention NA in this fields, please confirm.	Noted
75	ATTACHMENT – A, page no. 66	Commercial	A) Major Orders Executed B) Orders Under Execution	Please share difference between Executed v/s Under Execution. We would provide same 5 customer which are live in both these sections, hope this would suffice.	The executed order means the work has been completed and the bidder has received a performance certificate from the client against the completed work.
76	FORMAT – 4.3 (NDA), page no. 73	Commercial	NON-DISCLOSURE AGREEMENT	Please confirm whether bidder needs to share this NDA on letterhead or Rs 100 stamp paper?	You may submit this on your letter head at the time of bidding. However, it is required on stamp paper, in case the bidder has been awarded the contract by BYPL.
77		Technical	Size of Email	Confirm the maximum size of Email attachment.	Maximum Attachment Size 10 MB