

RATE CONTRACT FOR PROVIDING PULL AND PUSH SMS SERVICES FOR TWO YEARS IN BRPL

NIT NO: CMC/BR/21-22/RB/AR/KB/945 DT: 05.10.2021

BRPL PRE-BID REPLIES/ CORRIGENDUM

Sr. No.	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Queries	Response from BRPL
1	3		Date & time of Submission of Tender	25.10.2021 till 15:00 HRS	Extension for Bid Submission	01.11.2021 till 15:00 HRS
1	3		Date & time of opening of Tender	25.10.2021 till 15:30 HRS	Extension for Bid Submission	01.11.2021 till 15:30 HRS through webex link : https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m6156da1bcd99fed14b905dc4e79198d Password : 12345
1	4	1.2.4	Points to be noted	(ii)The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties etc.	Do we have to specify "FOR DELHI"? If yes, in which document?	It is for information, no specific document required
2	4	1.4.1	Bid Submission	The bidders are required to submit the bid in 2(two) parts and submit in original + one copy	(a) We have to submit Originals of Tehnical Bid & Financial Bid and one copy of these entire sets. Is this correct? (b) Photocopies are to be attested or not? (c) Both original & photocopies are to be included in single envelope?	(a) Yes - Original + Copy for Technical (b) No (c) Yes
3	8	NA	Bid Submission	The bidders are required to submit the bid in 2(two) parts and submit in original	This is contradicting with previous point, Copy is not asked in this section. Do we have to provide Original Set only OR Original Set + one copy?	Addressed in above mentioned point
4	5	NA	TECHNICAL QUALIFYING CRITERIA	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. <i>Bidder has to submit copy of latest performance certificate & work order from Bank's/ Similar financial institutions & experience certificate from such clients.</i>	Latest means Performance Certificates of present calendar year (between Jan-21 and Oct-21) should be provided. Hope this is fine.	Exp. Certificates should be of Apr-21 onwards.
5	19	8	TERMS OF PAYMENT:	TERMS OF PAYMENT:	Payment should be made for SMS which fail/delay due to uncontrollable factors. Few of the uncontrollable factors are: (a) Delivery of SMS from Telco (GSM/CDMA) network to handset. (b) Message retries if not delivered, e.g. phone switched off, Inbox full, Roaming, etc. In these cases the latency of the message delivery is increased. Also, no error code is received from the operator in this case. (c) Barring all network and radio errors. (like : out of network area/handset switched off, memory full, inbox full, invalid numbers, etc.). (d) SMS not delivered in case of Absent Subscriber.	On delivered count

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6	36	Section IV	Scope of Work	2. Service Level Agreement	<p>Deviation of 10% expected for uncontrollable factors due to which messages deliveries may be delayed / fail. Few of the uncontrollable factors are: (a) Delivery of SMS from Telco (GSM/CDMA) network to handset. (b) Message retries if not delivered, e.g. phone switched off, Inbox full, Roaming, etc. In these cases the latency of the message delivery is increased. Also, no error code is received from the operator in this case. (c) Barring all network and radio errors. (like : out of network area/handset switched off, memory full, inbox full, invalid numbers, etc.). (d) SMS not delivered in case of Absent Subscriber.</p>	currently 97% dilivery is coming same is required...proper report is required for undelivered sms (due to any reason)....
7	12	9	Bid Form	9.01The Bidder shall submit" Original Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.	<p>Original Bid Form means duly filled, signed and stamped on Letter Head. Is this understanding correct?</p>	Yes, Original Bid Form has to submit duly filled, signed and stamped on Letter Head
8	36	Section IV	Scope of Work	Note: Bidder to ensure SMS Security from source to destination, failing the same Service Provider liable for legal action from BRPL.	<p>Please suggest if this means End to End Encryption from BRPL Application to Telecom Operator Infrastructure? If yes, please suggest do we need to provide Encryption logic/certification as evidence.</p>	Not an immediate requirement. Bidder to provide respective certificate/proof justifying security of information being exchanged.
9	38	Section IV	Scope of Work	x. The bidder has to route all messages sent by the Buyer as "Transaction Messages" without necessitating the scrubbing against National Customer Preference Register (NCPR) introduced by TRAI unless specified otherwise.	<p>This point should be removed. Post DLT feature getting live, there is no live DND database shared with SMS vendors. TRAI & Telecom operators take care of the necessary DND compliance.</p>	proper report is required for same on run time basis
10	38	Section IV	Scope of Work	viii.Bidder should be able to provide a robust campaign manager to integrate interactive mobile marketing campaigns on short code or extended codes.	<p>Campaign Manager means Web panel or running Campaign through Bidder's team to send SMS. Is this understanding correct?</p>	Yes
11	38	Section IV	Scope of Work	xi.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.	<p>Voice OTP can be triggered for failed SMS OTP. This should suffice. Please confirm.</p>	Not Required

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12	39	Section IV	Scope of Work	xvii.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.	Post DLT feature getting live, there is no live DND database shared with SMS vendors. TRAI & Telecom operators take care of the necessary DND compliance. This point should be removed. OR Simplify it as: "Bidder should comply with DLT regulation."	As per TRAI and Govt of India Guidelines
13	40	Section IV	Scope of Work	11. The messaging platform must be able to send, receive and process various categories of SMS services like Broadcast, Scheduled, Events and Interactive SMS etc.	Does Interactive SMS means 2-way SMS (using Short Code), please confirm.	YES, short code service also required
14	40	Section IV	Scope of Work	12. The messaging platform must support SMS to email service wherein emails are send to intended recipient e.g. Integration with critical servers for reporting message in the event of system failure.	Do you required SMS to Email OR Email to SMS? In such use cases, Email to SMS is preferred. Please clarify	Can be removed, not required
15	36	Section IV	Scope of Work	SMS Services (SMS Traffic - Transactional and Promotional) including Push and Pull (With multiple keyword e.g. NC, MB, DUPBILL etc.) based SMS. No Charges for HTTP API Setup and short code or long code would be paid by BRPL.	a) Bidder should have its own Short Code. Third party Short Code would not be allowed. Any bidder providing Third Party Short Code would be disqualified / penalized. Please acknowledge. b) Short Code is suitable for such requirements, Long code should be removed from options. Please consider.	Short Code should be owned by Bidder for end to end ownership. Existing running Short Code would be preferred by BRPL.
16	41	Section V	Price Format	Price Format	Please add separate line item for DLT charges in Price Format. Also, please note DLT charges would be on submission basis.	Vendor cannot submit the rates over and above the quoted rates. There is no change in Price Fomat.
17	9	NA	FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:	Reverse auction shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders	Will Reverse Auction will start from the lowest bid price submitted in tender?	Will start from respective rate of each bidder
18	19	NA	11. ASSIGNMENT	11. ASSIGNMENT	Kindly agree for Bidder's Assignment to its affiliates, without the prior written consent of the BRPL	No change accepted
19	19	NA	14. MOBILISATION:	14. MOBILISATION:	This point is not Applicable for mentioned SOW	No change accepted
20	24	TECHNICAL INFORMATION/DATA:	TECHNICAL INFORMATION/DATA:	TECHNICAL INFORMATION/DATA:	Kindly make this clause mutual as we will also be sharing our technical documentations which are confidential to us.	No change accepted
21	25	20.0 CONFIDENTIAL INFORMATION	20.0 CONFIDENTIAL INFORMATION	20.0 CONFIDENTIAL INFORMATION	Unilateral kindly ,make this mutual as we will also share information which are confidntial to us in the bidding process.	No change accepted
22	25	21.0 ASSIGNMENT	21.0 ASSIGNMENT	21.0 ASSIGNMENT	Kindly agree for Bidder's Assignment to its affiliates, without the prior written consent of the BRPL	No change accepted

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23	26	32.0 ARBITRATION:	32.0 ARBITRATION:	32.0 ARBITRATION:	Kindly allow for appointment of three arbitrators each one to be appointed by the parties and the third Arbitrator to be appointed by such appointed 2 Arbitrators.	No change accepted
24	26	33.0 INDEMNIFICATION:	33.0 INDEMNIFICATION:	33.0 INDEMNIFICATION:	Kindly restrict the Indemnity claims for third party IPR claims. We would also request to make the clause mutual as we would also need indemnification for content breach.	No change accepted
25	27	25.00 STAFF AND WORKMAN	25.00 STAFF AND WORKMAN	25.00 STAFF AND WORKMAN	This point is not applicable as we are not providing any manpower on contract in this SOW.	No change accepted
26	28	27.00 ENVIRONMENTAL, HEALTH & SAFETY PLAN:	27.00 ENVIRONMENTAL, HEALTH & SAFETY PLAN:	27.00 ENVIRONMENTAL, HEALTH & SAFETY PLAN:	This section is not applicable for the mentioned SOW.	No change accepted
27	29	28.00 RECOVERIES:	28.00 RECOVERIES:	28.00 RECOVERIES:	Kindly delete Setoff provision as we should be paid for the services already provided by us.	No change accepted
28	30	30.00 FORCE MAJEURE:	30.00 FORCE MAJEURE:	b) Specific Events of Force Majeure:	Kindly include Pandemic to force majeure event.	No change accepted
29	33	34. Performance:	34. Performance:	The Company may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice the Company may terminate the Contract forthwith by giving a notice of termination to the Contractor.	Kindly consider to modify the rectification time from 14 to 30 days.	No change accepted
30	33	TERMINATION	TERMINATION	TERMINATION	No exit route for the bidder provided, kindly consider the clause to be mutual so that we would also have a right to terminate in case of any contractual breach from your side and also kindly allow the bidder to give notice of termination under few circumstances like bidder ceasing to offer service on account of any statutory requirements	No change accepted
31	34	36. Premature Termination:	36. Premature Termination:	BRPL shall be entitled to deduct from any money due or to become due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses connection with any claims there to and the Contractor shall abide by the decision of BRPL as to the sum payable by the Contractor under the provision of this clause.	Kindly delete this clause as we should be paid for the services already provided.	No change accepted
32				General Query/Suggestion	To avoid any downtime and dependency on a single vendor, we suggested you to allow to serve BRPL with Two Bidders.	NOT FEASIBLE

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33				General Query/Suggestion	We understand that the requirements mentioned in the tender document are for Bulk Push SMS, OTP SMS and Pull SMS. Does you also need a middleware solution to centrally manage and control all communications of your enterprise through various departments and also through different channels like SMS, Email, Whatsapp from different venders.	SMS,OTP,PUSH AND PULL SERVICE REQUIRED ONLY
34				General Query/Suggestion	Does you also need a campaign management tool for SMS which can be used for broadcasting and carrying out various SMS bulk campaigns along with the respective reporting capabilities.	YES
35				General Query/Suggestion	We understand that the requirements mentioned in the tender document are for Domestic Bulk Push SMS, OTP SMS and Pull SMS only, and not for International traffic. Please confirm.	YES, INTERNATIONAL TRAFFIC NOT REQUIRED
36	38	XI		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 understand that Voice backup for high priority OTP messages is needed to ensure the OTPs are delivered on call when not delivered via SMS. Please confirm.	Not Required
37	37	Scope of Work Point 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.	What are the OSP SMS. Please elaborate.	NO NEED
38	40	Point 12		The messaging platform must support SMS to email service wherein emails are send to intended recipient e.g. Integration with critical servers for reporting message in the event of system failure.	We understand that email should be sent to the BSES authorities in case of system outage and failure. Please confirm.	NOT REQUIRED
39	37	Point 1 Scope of Work		Table of Volumes	SMS volumes are missing in the table please.	1.5 TO 2 CR PER MONTH
40				General Query/Suggestion	We understand that the requirements mentioned in the tender document are for Domestic Bulk Push SMS, OTP SMS and Pull SMS only, and not for International traffic. Please confirm.	YES, INTERNATIONAL TRAFFIC NOT REQUIRED
41	37	Scope of Work Point 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	What are the OSP SMS. Please elaborate.	NOT REQUIRED
42	37	Point 1 Scope of Work		Table of Volumes	SMS volumes are missing in the table please.	1.5 TO 2 CR PER MONTH