

**Tender No: TPCODL/P&S/100000710/24-25**

**Tender Name: PROVIDING MOBILE SMS SERVICES AT TPCODL FOR 2 YEARS**

**Replies to Pre-Bid Query**

Sl. No.	Page No	Clause No	RFP Clause	Query/ Clarification Sought	TPCODL Response
1	NIT, Page 6	point 3 of clause 1.7 Qualification Requirement / Eligibility Criteria	The bidder should have completion certificate from at least 10 Nos. of reputed clients for the SMS Services. However, past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers. Bidder should submit the	Government Entities generally don't provide the work completion certificate. Therefore requesting you to kindly consider the work Order copy along with invoice. Or confirm whether private companies completion certificate will work or not against the same.	As per Tender Document
2	NIT, Page 7	Clause no. 1.8 Marketing Integrity	Failure to honor prices submitted to the marketplace	Please clarify this point.	Faliure to honor prices submitted against this tender
3	NIT, Page 11	Clause no. 4.6 Reverse Auctions	No of bidders allowed to participate in RA process shall be: In this tender, the contract shall be awarded to single Business Associate	Please provide confirmation on reverse auction because as per the clause of 2.0 Evaluation Criteria-The bids will be evaluated commercially on all-inclusive lowest cost for overall tender BOQ and total bidders who will participate in the reverse auction.	In this tender, the contract shall be awarded to single Business Associate. Subsequently RA shall be conducted among L1, L2 and L3. The same has been explained through example in Caluse No 4.6
4	NIT, Page 12	Clause no. 5 Award Decision	TPCODL reserves the rights to award contract to one or more bidders so as to meet the delivery requirement or nullify award decision without assigning any reason thereof.	Please confirm the number of Bidders to which TPCODL will award the work and at what percentage the same will be distributed among the bidders.	In this tender, the contract shall be awarded to single Business Associate.
5	NIT, Page 12	Point c of clause no. 7.1. Post Award Contract Administration- Special Conditions of Contract	DLT charges shall be included in the unit rates. BA shall provide the invoice of telecom operator as a proof along with monthly invoice.	Please provide clarification on the invoice of telecom operators.	The invoice of telecom operator need to maintain by the BA for any future audit purpose.
6	NIT, Page No. 22	Point IV. Of Scope of work Categories of SMS	Interactive Services: Enabling customers to make enquiry through SMS and get the answers in real time. Some examples are last bill, last payment detail etc.	Please provide clarification on this.	Currently we are using the Push system but BA should have the facility of Push as well as Pull system in line with future requirement.
7	NIT, Page No. 23	Clause 6 All billing for SMS & Short-Code PULL Services Rental Charges / Keyword *Like:-	"TPCODL"+ will be done on a monthly basis. Party will raise invoice at the end of each month & their payment will be done. Vendor shall provide us a monthly report along with the bill.	Please note there is no option for quoting the amount for Long Code/ Short Code/ VMN. Please clarify whether the same will be required by TPCODL or not.	Currently we are using the Push system but BA should have the facility of Push as well as Pull system in line with future requirement.
8	NIT, Page No. 23	Point 8 of ANNEXURE VII SCOPE OF WORK Calculation Counts of sent SMS	The calculation of Number of SMS sent would be based on all SMS sending transaction issued from TPCODL	In this regard we are requesting you to kindly consider the SMS sent count from Bidder's Portal/ UI as Bidder will provide UI for sending SMS.	As per Tender Document
9	NIT, Page No. 24	Clause No. 14 Audit Report	A mock audit of report can be done by TPCODL on quarterly basis and any discrepancy/false reporting in the MIS shall lead to a penalty of 2% of the total bill amount for the respective quarter.	Please clarify this audit and how the same will be done ?	Audit may done by the user physically or online to ensure the correctness of data submitted by BA.
10	6	1.7 Qualification Requirement / Eligibility Criteria	The bidder should have experience of providing SMS services from last 5 years. Bidder should submit the supporting documents in this regard.	Please request to modify : The bidder should have experience of providing SMS services from last 5 3 years. Bidder should submit the supporting documents in this regard.	As per Tender Document
11	6	1.7 Qualification Requirement / Eligibility Criteria	The bidder should have completion certificate from at least 10 Nos. of reputed clients for the SMS Services. However, past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers. Bidder should submit the supporting documents in this regard.	Please request to modify : The bidder should have completion certificate from at least 10 5 Nos. of reputed clients for the SMS Services. However, past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers. Bidder should submit the supporting documents in this regard. OR The bidder must have successfully undertaken at least any one of the following numbers of similar assignments during last five years. Order copies to be submitted in this regard. ▪ Single Order for 1 Cr SMS Services ▪ Two orders for 0.5 Crs SMS Services (each) ▪ Three Orders for 0.25 Cr SMS Services (each)	As per Tender Document

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12	21	B.a	a) The BA should have Mobile messaging platform with a state of the art framework that supports SMS, as well as WAP Push messaging. It should also support intelligent routing to deliver the messages through best available channels to satisfy the best performance objectives and ensure messages are delivered to the customer in any part of the world - 24x7x365 availability with access to all GSM networks nationally / internationally.	Please specify the If International SMS services is required, if then Countries locations and International SMS volume/Year	International SMS services is not required
13	21	B.i	i) The expected count of SMS is 90 - 110 million per annum with each SMS having 160 characters (English) / 70 characters (Hindi). This is only an estimated volume and the selected bidder at a later stage can make no reference to these estimates while raising their bills.	Qty. Mentioned in Annexure 1 and Mentioned here in this clause differs Kindly confirm the same. Please specify if any other regional languages are required .	i) The expected count of SMS is 200 - 215 million per annum with each SMS having 160 characters (English) / 70 characters (Hindi). This is only an estimated volume and the selected bidder at a later stage can make no reference to these estimates while raising their bills.
14	21	B.b	b) The Service provider will be required to ensure that TPCODL application (SAP-ISU/ others) seamlessly integrates with their application and all outward/ inward SMS are delivered to desired mobile numbers.	Are there any existing VMNs for the Inward SMS, and the Ownership of those Numbers . Or New Sepcial VMN Numbers are required to be Propsoed,	Query is not pertaning to referred tender clause
15	23	3	BA shall provide a high quality of service and should have Servers having an in-built redundancy and fail-over mechanism.	The clause should be Like The" BA platform to be deployed for TPCODL should have a Main DC and DR facility with propoer fail over/Load sharing mechanism to ensure the service continuity"	Not Required
16	12	6 Order of Preference/Contradiction	6 Order of Preference/Contradiction	Considering nature of services Customer application form(CAF) shall be required for subscribing to the services, Hence we request that CAF shall form part of the Agreement, which shall prevail for regulatory mattes and related compliances	As per Tender Document
17	27	ANNEXURE IX SAFETY POLICY AND SAFETY TERMS AND CONDITIONS	ANNEXURE IX SAFETY POLICY AND SAFETY TERMS AND CONDITIONS	Please clarify how is this applicable under current scope of services	Not Applicable
18	60	ANNEXURE X TATA CODE OF CONDUCT	ANNEXURE X TATA CODE OF CONDUCT	We understand this would be only applicable under scope of services under this agreement	Applicability as per Tender Document
19	68	3.8	3.8 Contract Document	Considering Customer Application Form(CAF) which is a regulatory document required to be executed by all customer subscribing to the Services. CAF shall also form part of the contract accordingly and in case of any contradiction /conflict in regulatory terms and conditions the terms of the CAF shall prevail over other documents only to the extent of regulatory terms.	Noted
20	69	4.1	4.1 Indemnity	Requesting Customer to modify the clause considering the nature of services and applicability:  Associates shall undertake to fully indemnify TPCODL (also referred to as the Company in the GCC) against all kinds of direct liabilities or actual damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in Associate's employment or to any other person or properties including those of TPCODL, arising due to reasons attributable to any, act, omission of the Associate the Associates, while at the premises of Customer for the entire period of contract including period of guarantee	As per Tender Document
21	70	4.3	4.3 Disposal of Waste at Site	This not applicable under scope of services . Please issue a clarification to that extend	Noted
22	71	4.4	4.4 Deployment of Work Force	This not applicable under scope of services . Please issue a clarification to that extend	Noted

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23	71	4.6	4.6 Issuance of Materials	This not applicable under scope of services . Please issue a clarification to that extend	Noted
24	78	9.5	9.5 Compliance to Construction and Demolition Waste Management Rules & Environment (Protection) Amendment Rules	This not applicable under scope of services . Please issue a clarification to that extend	Noted
25	79	10.3	10.3 Specifications and Standards	Requesting customer to add an clarification that- For telecom services, such specification , standards shall be as per agreed Service Level Agreement agreed between parties. And Bidder would follow its own code of conduct for general obligations which are not service specific	Part of General Conditions of Contract. Applicable as per Order of priority.
26	80	12.1	12.0 GUARANTEE	We understand the Guarantee shall be as per Service level Agreement agreed between parties. Please confirm and clarify it to that extend	Part of General Conditions of Contract. Applicable as per Order of priority.
27	82	14	14.0 ASSIGNMENT OR SUBCONTRACTING	Core telecom service cannot be sub contracted. However certain ancillary work such as installation and commission of equipment's at Customer premises can be subcontracted which is standard practice across industry. Please confirm and clarify it to that extend	As per Tender Document
28	83	15	15.0 UNLAWFUL ACTIVITIES	Please clarify as per below :  The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the TPCODL's interest, while at premises of Customer performing its duties under this RFP, failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPCODL, in accordance with the terms of the present GCC	As per Tender Document
29	83	16	16.0 CONFIDENTIALITY	Requesting customer to add a provision to protect bidders confidential information in case if any shared with Customer or its employee during the performance of services . Survival period of these obligations to be capped to 2 years from date of Termination or early determination of the Agreement.	As per Tender Document
30	83	16.3	16.3 Associate's Processes	There is no exchange of confidential information trade secrets required under the scope of this Agreement. We will only ask for details required under law from the Customer to subscribe for the services	As per Tender Document
31	84	16.4	16.4 Exclusions	Requesting customer to add one more exclusion that if such information is requested or ordered to be furnished by any law agency or regulatory authority then confidentiality obligation under clause 16 shall not be applicable for such disclosures.	As per Tender Document
32	84	16.5	16.5 Violation	Requesting customer to modify- Bidder to indemnify the Customer in regards to confidentiality obligations and in case of any breach of confidentiality the compensation shall be limited to court awarded damages, if proven.	As per Tender Document
33	84	17	17.0 INTELLECTUAL PROPERTY RIGHTS	Under telecom services the clause of IP as mentioned under clause 17 is not applicable , We can agree that each party shall own its own IP and other party shall have no rights over such IP of other party	As per Tender Document

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34	84	18	18.0 INDEMNITY	<p>The Associate shall at all times indemnify, keep indemnified and hold harmless the TPCODL and its officers, directors, employees, affiliates, agents, successors and assigns against all direct actions, actual claims, demands, costs, charges and expenses arising from or incurred by reason of any knowingly infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by bidder manufacture, sale or use of the equipment supplied by the Associate whether or not the TPCODL is held liable for by any court judgement. In this connection, the TPCODL shall pass on all claims made against him to the Associate for settlement.</p> <p>The Associate assumes responsibility for and shall indemnify and save harmless the TPCODL from all direct liability, actual claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the TPCODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the Associate has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract. The Associate shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments as mutually agreed and to comply with all the requirements of such laws and regulation as may be necessary there under to</p>	As per Tender Document
35	85	19	19.0 LIABILITY & LIMITATIONS	<p>Requesting below changes since there cannot be exception of indirect damages :</p> <p>19.1 Liability Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Associate's negligence, willful misconduct or breach of contract.</p> <p>19.2 Limitation of Liability The total liability of Associate against any contract shall be limited to the Total All of annual charges Inclusive Contract Value.</p>	As per Tender Document
36	86	21.1	21.1 Suspension for Convenience	Suspension of contract for convenience may attract Exit charges , if such suspension of services is within Lock In period, as agreed between parties	As per Tender Document
37	87	21.3	21.3 Compensation in lieu of Suspension	This may be mutually decided between parties	As per Tender Document

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38	87	22.1	22.1 Termination for Default/Breach of Contract	<p>Breach under clause to be qualified as non performance of services below threshold level for 3 consecutive SLA measurement period.</p> <p>Requesting Cure period to rectify the breach shall be extended to Bidder</p> <p>Requesting customer to include that below clause shall be subject to conclusive determination of court of competing jurisdiction.</p> <p>Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.</p> <p>g. In case any reasonable information has been received by TPCODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.</p> <p>h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.</p> <p>i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPCODL</p> <p>Termination for breach shall be for the reasons which are directly and solely attributable to Bidder.</p> <p>If termination is for convenience within lock in period, if any agreed between Bidder and TPCODL then TPCODL shall be liable for payment of early exit charges as agreed mutually</p>	As per Tender Document
39	90	22.2	22.2 Termination for convenience of Associate	<p>Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPCODL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPCODL, Associate will have to pay TPCODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value</p>	As per Tender Document
40	90	22.4	22.3 Termination for Convenience of TPCODL	<p>Termination of contract for convenience may attract exit charges , if such suspension of services are terminated within lock in period, as agreed between parties. Requesting customer to delete such provision owing huge capex investment done by Bidder.</p>	As per Tender Document
41	91	27	27.0 ERRORS AND OMISSIONS	Not applicable under scope of services	As per Tender Document
42	91	28	28.0 TRANSFER OF TITLES	This is not applicable under scope of services and there is no transfer of any ownership and titles in equipment's supplied by Bidder. Please issue necessary clarification in this regard.	As per Tender Document
43	97	ANNEXURE – D	PROFORMA FOR "INDEMNIFICATION ON STATUTORY COMPLIANCES	Not applicable under scope of services. If Indemnity in this is regard is required same needs to mutually discussed and agreed between parties	As per Tender Document
44	99	ANNEXURE - F	ANNEXURE - F	Not applicable under scope of services since there is no permanent deployment of any resources	Noted
45	Additional	Additional	Documents to be executed by Customer	The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.	Not Clear

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46	Additional	Additional	GCC clauses not applicable under scope of services	Customer to note that GCC in its current form is not applicable considering the scope of services rendered under RFP. Hence requesting customer to clarify which all clauses are applicable to Bidder and relevant to scope of services and issue necessary clarification by issuing corrigendum in this regard.	GCC, wherever applicable, shall be as per the requirement of the tender.
47	21	Project Description	The expected count of SMS is 90 - 110 million per annum with each SMS having 160 characters (English) / 70 characters (Hindi). This is only an estimated volume and the selected bidder at a later stage can make no reference to these estimates while raising their bills	The number shown here are much different than the one in Page No.15 of the RFP. Please confirm with the customer. Also, in case available please confirm the previous years numbers	i) The expected count of SMS is 200 - 215 million per annum with each SMS having 160 characters (English) / 70 characters (Hindi). This is only an estimated volume and the selected bidder at a later stage can make no reference to these estimates while raising their bills.
48	25	2	EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.	whether MSMEs Registered in other States are also exempted from EMD	EMD shall be exempted for MSME registered in the State of Odisha.
49	6	3	The bidder should have completion certificate from at least 10 Nos. of reputed clients for the SMS Services. However, past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers. Bidder should submit the supporting documents in this regard.	For clients from whom we don't have satisfaction letters, please confirm whether we can submit PO/WO copies or invoices as a proof.	As per Tender Document
50	11	4.6	-	L1 bidder will be derived though Lowest Price Bid or Reverse Auction Process is mandatory?	RA is mandatory and shall be conducted among L1, L2 & L3 of initial quoted price.
51	15	Annexure I	-	The price to be quoted under column B will be per SMS rate X 100 and inclusive of DLT?	Rate per Lot = (per SMS Rate + DLT Charges) X 100
52	15	Annexure I	-	The price to be quoted under column B will be per SMS rate X 100 and inclusive of DLT?	Rate per Lot = (per SMS Rate + DLT Charges) X 100
53	13, 74	Clause 7.5 and GCC Clause 6.3 Payment Terms	Clause 7.5 Payment Terms is within 7 Days GCC Clause 6.3 Payment Terms is within 30 Days	Kindly Confirm the Payment Terms	Payment Terms is Within 30 Days
54	6	1.7 Qualification Requirement / Eligibility Criteria = 3.	The bidder should have completion certificate from at least 10 Nos. of reputed clients for the SMS Services. However, past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers. Bidder should submit the supporting documents in this regard.	Here we are requesting you to kindly Consider work order/PO/LOA also for running services as a experience proof.	As per Tender Document
55	6	1.4 Mandatory documents required along with the Bid	1.4.9 Documents for safety bid evaluation as per Appendix 13: CSM-F-9 Safety Bid Evaluation Criteria	Do we need to submit this annexure?	Not Applicable
56		General		Please Confirm the SENDER ID: TPCODI /MOBDYT used by TPCODL are under exempted category?	Approved Sender Id's: - TPCODI & MOBDYT and same is not exempted