

BSES RAJDHANI POWER LTD (BRPL)

NIT No.: CMC/BR/23-24/RB/CR/KB/1152

Dated: 22.07.2023

**Notice Inviting Tender (NIT)
for**

“Award of Contract for Hiring of agency for providing Toll free helpline services in BRPL”.

Sr. No.	Page #	Clause	Clause Description	Query	BRPL Reply
1	13	Pre-qualification Commercial criteria	The bidder should have net worth of Rs.1 Crore on the last day of the preceding financial year on the date of bid submission. The bidder shall submit the Certificate of Net Worth duly certified by Chartered Accountant for the last financial year i.e. FY 2022-23. The Net worth certificate must have UDIN Number.	Bidder requests the Bank to consider positive operating profit or positive EBITDA for at least 3 financial years (2020-21, 2021-22 and 2022-23).	Tender Clause prevail
2	15	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.	Bidder requests to remove the Pen drive requirement as the submission is provided in hard copy form.	Tender Clause prevail
3	16	5.3.1 (g)	Power of attorney	Bidder requests to accept Letter of Authority in place of Power of Attorney for this Bid.	Tender Clause prevail
4	10 18	1.3 8.5	Duration of the Work 36 Months Award Decision : Clause no. 8.5 : The Contract shall initially be placed for a period of one year and shall be renewed next one year based on performance of the vendor as reviewed by the officer-in-charge of the project from BRPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the vendor.	Bidder requests to provide clarity on the Contract Period as the same differs in the Tender document.	Tender Clause prevail
5	10	1.5	Only DD shall be accepted for tender fees.	Bidder requests to accept Online payment method as well via NEFT/ RTGS for the Tender Fee Payment.	Tender Clause prevail
6	11	3.1	The bidder shall furnish, as part of its bid, an EMD of the requisite amount. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following forms: (a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BSES Rajdhani Power Limited valid for 6(six) months from original due date of bid submission. (b) Fixed Deposit (lien marked in favor of BSES RAJDHANI POWER LTD) valid for 6(six) months from original due date of bid submission.	Bidder requests to accept Online payment method as well via NEFT/ RTGS for the EMD Payment.	Tender Clause prevail
7	17	7.1	Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively.	Bidder requests to clarify the Award Criteria for this RFP, whether the lowest Bidder after the conduct of Reverse Auction will be awarded the Business or will the Bidder be selected basis the Price Bid submitted by the Bidder.	Tender Clause prevail. RA is mandatory, successful bidder will be evaluated post RA.
8	17	7.3	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.	Bidder requests to award the contract to only one Bidder to meet the execution requirement as per the RFP Scope of work.	Tender Clause prevail
9	30	6.2	The CPBG shall be of 10% (Ten percent) 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.	Bidder requests to revise the CPBG to 3% of the annual contract value.	Tender Clause prevail
10	46	26.3	TERMINATION BY COMPANY FOR CONVENIENCE The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice of minimum 30 days to the Contractor. The Contract shall stand terminated on the date as per the notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.	The contract is for 3 Years and the same can not be short closed with 1 months notice stating convenience. This clause should either be eliminated or exit penalty to the tune of remaining period be added.	Tender Clause prevail
11	65	6	RA is mandatory. The bids will be evaluated commercially based on the total all inclusive price. RA methodology will be informed separately to all the qualified bidders.	Bidder requests to provide clarity on the criteria basis which the Bidder will be awarded the Contract.	Tender Clause prevail
12	63 81	E) FORMAT 4.3	NDA Clause: The successful bidder has to sign the 'Non-Disclosure Agreement(NDA)' on Rs. 100/- stamp paper (Non Judicial) from their competent authority as a compliance for the 'Non-Disclosure Agreement' in line with BRPL IT Security Policy, refer Format 4.3. Purchase orders will not be placed without entering into above NDA. FORMAT 4.3 NON-DISCLOSURE AGREEMENT	Bidder requests to confirm whether 'FORMAT 4.3 NON-DISCLOSURE AGREEMENT' is to be submitted at Bid submission stage.	Each page of Tender documents to be submitted signed & Stamped
13	-	-	-	Bidder requests to provide the Delivery timelines/ Delivery Schedule for this RFP.	Post DOT approval the same needs to be completed within 3 days as New TSP toll free number would be pre activated
14	13	Pre-qualification Commercial criteria	Bidder must provide proof of having solvency of an amount equal to Rs 1 Crore from any nationalized/ scheduled commercial bank. It should not be older than 30 days from the date of submission of Techno Commercial Bid.	Bidder requests to remove this requirement and if this is required, please share the Solvency format for this RFP.	Tender Clause prevail. To be issued by Bank
15	14	ii.	Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI or any other dues Statutory in nature for the period upto 31.05.2023, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to deposition of such statutory dues.	Bidder requests to share the CA Certificate format as required for this RFP.	Tender Clause prevail

16	61	C)7	BRPL may, at its sole discretion appoint third party for auditing the activities of onsite operations provided by TSP.	Kindly remove this point. As Vi is an reputed Telco with ISO 27001 accreditations. Where Vi comply and are monitored by all rules & regulation that are directed and layed by DOT & TRAI guidelines. Hence no 3rd party Auditing will be allowed in our premises.	Tender Clause prevail
17	61	B)2	New TSP to coordinate with DOT for reconfiguring 19123 from existing TSP	Kindly remove this point. As per process and guidelines, BSES need to co-ordinate with DOT directly and share all relavant and required written document with them. Once done then ask DOT to share the change request information with all Telcos. Once done, Vi will coordinate internally within OSP and speed up the process. However as per experience Min 2-3 Weeks are required for private telcos and Min 6-8 Weeks are required for Govt supported Telcos. However we will try our best to expedite the process, but this period cannot be considered as Downtime or any Service Fault.	BRPL will initiate & seek Change Request (CR) from DOT. Post release of CR TSP to ensure change is implemented. This may also entail coordination with DOT for call
18	61	C)9	Bidder to provide Online Portal real-time monitoring of call volumes with forwarding response. This portal should also provide option to manage the toll free number including call forwards. MIS & data extraction capable of providing the, Date-wise A party, B-party. Monthly invoice should be accompanied with incoming & BSES Rajdhani Power Ltd. TSP to maintain the record of all calls at least for a period of one year. The bidder should retrieve and provide the required data to BRPL within 24 hours of receiving request in this regard at no cost. This portal will also allow for logging and tracking complaints.	Online portal provides facility to download CDRs for 1 month with D-1 days. In case customer needs CDR beyond 1 month, request to be raised via service manager.	Accepted
19	62	D)1.3	Penalty clauses	TFS down due to landing PRI/MSISDN not working should not be considered for SLA assessment	Accepted
20	12	4	Bidder will assign a dedicated Account Manager who will provide the management interface facility and has the responsibility for managing the complete service delivery during the contractual arrangement between BRPL and Bidder. Account Manager will be responsible for preparation and delivery of all monthly/weekly reports as well as all invoicing relating to the service being delivered.	As per Vi workflow. Vi will assign Account Manager (AM), Solution Manager (SM), Service Delivery Manager (SDM) & Technical Service Manager (TSM). AM will lead the business part. SDM would look after delivery of service. TSM would ensure the service assurance post delivery.	OK
21	15	6.2	Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive	Instead of Pen Drive can we share the documents via Myshare, which would be more secure.	Tender Clause prevail
22	17	7.5	The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost.	How will you define the abnormality price. Is there any benchmark.	Tender Clause prevail
23	18	8.5	The Contract shall initially be placed for a period of one year and shall be renewed next one year based on performance of the vendor	Is this 1yrs contract or 3 yrs contract, will it effect the PBG amount or percentage.	Tender Clause prevail
24	21	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	Need clarity.	Tender Clause prevail
25	61	B)1	Migrating Toll Free Number (TFN) 1800119122 to new TSP	Kindly Remove this point. As it is not possible to Migrate the existing number. Vi will be providing a fresh TFS number where BRPL needs to ask the DOT to migrate the Short code 19123 to new Vi new TFS number	Short code to remain the same 19123 and new TFS in backend to be activated by New tsp
26	14	d)	The bidder should enclose performance certificates in support of relevant experience.	Need clarity on this point. However we would provide the relevant PO copy for relevant experience	Tender Clause prevail
27	10	1.3	Earnest money Deposit-Rs 4,38,000/	Please waive off the EMD	Tender Clause prevail
28	12	4	Bidder will assign a dedicated Account Manager who will provide the management interface facility and has the responsibility for managing the complete service delivery during the contractual arrangement between BRPL and Bidder. Account Manager will be responsible for preparation and delivery of all monthly/weekly reports as well as all invoicing relating to the service being delivered.	Dedicated manpower can be deployed during project delivery, all the reports and delivery are automated and does not require a dedicated Manpower	Tender Clause prevail
29	65	UNIT OF CHARGING/PULSE	Per Second pulse	If the price BID is required in per second pulse, will need the call volume to determine the PBG amount.	1 Cr minutes p.a.
30	62	1.2	SLA 99.9%	Bidder requests to review & revise the SLA uptime requirement as the same is very stringent as per industry standards.	Tender Clause prevail
31	12 14	Pre-qualification Commercial criteria i. ii.		Bidder requests to accept the CA Certificate issued for a BSES group company in this month for another similar Tender.	Tender Clause prevail.
32	67	11 12 13	11 Vendor Email ID 12 No. of Manpower on payroll (Executive/Skilled/Semi-Skilled/Un-skilled) 13 No. of Contractual Manpower (Executive/Skilled/Semi-Skilled/Un-skilled)	Description mentions '-' and hence is Not Applicable as the same is not relevant for the SOW being bid for. Please confirm our understanding.	Tender Clause prevail. Only for information
33	14	ii.	Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI or any other dues Statutory in nature for the period upto 31.05.2023, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to deposition of such statutory dues.	Bidder requests to remove this requirement.	Tender Clause prevail
34	27	27	27. THE COMPANY'S RIGHT TO VARY QUANTITIES The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/quantities without any change in terms and conditions before the award of Contract. Further BRPL may increase or reduce the area/ scale of operations / increase or decrease the Numbers/quantities after the start of work execution under the contract and the size of contract / contract value shall be adjusted accordingly. In case of decrease in base resources decided mutually then contract value will be adjusted accordingly.	A variation in the quantity is going to impact the Contractor adversely since it requires advance planning and suitable allocation of resources to ensure that the works committed towards the said Tender are being met within the agreed timelines. We can consider a minor percentage of variation in the quantity with regards to the numbers / quantities, since the same can be understood at the time of planning. Further such variation in the order quantity would need to be done after due consideration and discussion with the Contractor.	Tender Clause prevail

35	40	14	14. INSPECTION & QUALITY CONTROL Inspection shall be performed by BRPL or its appointed authorized inspection agency. The contractor at his sole expenses shall correct defective works. Such rectification needs to be done / completed within the timelines specified by BRPL	It is suggested that such inspection and audit shall be conducted only during normal business hours upon giving prior notice specifying the day/date. Such audit or inspection shall be conducted to the extent of permissibility and non-violation of Contractor's applicable laws and regulations. Also, it shall be incumbent to share the details of such independent auditors before allowing the latter to enter into the service locations under the License where the network architecture setup is established by the Contractor.	Tender Clause prevail
36	45	26.1	26.1. TERMINATION BY COMPANY FOR NON PERFORMANCE During the course of the execution, if at any time the Company observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the Contractor not found satisfactory, the Company reserves its right to cancel/ terminate this Agreement giving minimum 30 days' notice without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor.	Any termination of contract by the Purchaser should only be due to breach of the terms of contract signed between Parties and giving the right to clarify the party in breach on the concerns raised therein. Views or decisions taken arbitrarily wouldn't be appreciated as the same is not taken judiciously and giving both parties the right justify their position in this matter.	Tender Clause prevail
37	56	42	42. ASSIGNMENT & SUBLETTING The Contractor shall not, without company's prior consent in writing assign or sublet or transfer any portion of services awarded to the Contractor as envisaged herein and falling under this contract. Moreover, any such consent shall not relieve the Contractor from any obligation, responsibility, or duty under this Contract.	It would be a challenge to seek prior consent for each sub-contractors deployed by the Contractor for the BSES work from BSES, since that would lead to delays and red-tapism, for which Contractor cannot be made liable for such delays agreed in the tender timelines.	Tender Clause prevail
38	57	47	47. THE COMPANY'S RIGHT TO VARY QUANTITIES 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.	As reiterated earlier, we would request to not create a right to vary quantities mentioned in the order placed by Company. We intend to have a clear understanding of the quantity to be deployed under this said project, as that would otherwise delay the timelines agreed between Parties.	Tender Clause prevail
39	5.3.3	12	5.3.3 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION	Kindly confirm will there be any RA at later stage to select the bidder?	RA is mandatory, successful bidder will be evaluated post RA.
40	ANNEXURE – II : BIDDER'S DETAILS	58	35.0 Present Order Booking (Rs Cr.)	Being a retail product company its not possible to provide such information. Kindly remove this requirement from the form	Tender clause prevail
41	ANNEXURE – II : BIDDER'S DETAILS	58	12 No. of Manpower on payroll (Executive/Skilled/Semi-Skilled/Un-skilled) 13 No. of Contractual Manpower (Executive/Skilled/Semi-Skilled/Un-skilled)	Being a retail product company its not possible to provide such information. Kindly remove this requirement from the form	Tender clause prevail
42	ANNEXURE – II : BIDDER'S DETAILS	58	33 Bank Guarantee Limit (in Cr.) 34 Over Draft/Cash Credit Limit (in Cr.)	Being a retail product company its not possible to provide such information. Kindly remove this requirement from the form	Tender clause prevail
43	Attachment A	60	B) Orders Under Execution	Being a retail product company its not possible to provide such information. Kindly remove this requirement from the form	Tender clause prevail
44	C) Specifications:	50	Online Application / portal access required for real-time monitoring of call volumes with forwarding response. MIS & data extraction capable of providing the, Date-wise A party, B-party. TSP to maintain the record of all calls at least for a period of one year. The bidder should retrieve and provide the required data to BYPL within 24 hours of receiving request in this regard at no cost. This portal will allow for logging and tracking complaints.	Requesting to remove this clause. It is not available to provide the real time monitoring portal and records of call for the period of one year. MIS details can be provided as a part of the the physical bill copy.	Online access is required at D-1 for at least 30 days data. Historic data (upto minimum 12 months) to be provided within 24 hrs of request.
45	Others			TFN number requires termination to physical number. Currently BSES is using PRI/SIP from Airtel, TATA & Jio. Same PRI/SIP will be used to terminate the new TFN.	YES
46	6.4		6.4. The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.	For any performance issue, Customer to provide a cure period of 90 days for rectification of the Failure, in the event the Bidder fails to rectify the failure within the cure period, the Bank guarantee can be invoked.	Tender Clause prevail
47	8		8. PENALTY	Bidder shall not be liable for any penalty for events outside the reasonable control of the Bidder, or for delays arising due to reasons attributable to the Customer. Kindly confirm	Tender Clause prevail
48	10		10. LIQUIDATED DAMAGE	Bidder shall not be liable for any delay arising due to events outside the reasonable control of the Bidder, or for delays arising due to reasons attributable to the Customer. Kindly confirm	Tender Clause prevail
49	43	21.3	12.3. It shall also be the Contractor's exclusive responsibility to obtain those requisite approvals, permits or licenses required for the performance of the Services which needs to be obtained by the Company. However, the cost of obtaining such permits, approvals and licenses shall be borne by the Company. Company shall provide reasonable assistance to the Contractor in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.	Bidder cannot obtain approvals on behalf of the Customer. Each party to obtain its requisite approvals and licenses. Kindly confirm	Tender Clause prevail
50	14		14. EVENTS OF DEFAULTS	For any event of defaults, Customer to provide a cure period of 90 days for rectification of the Failure, in the event the Bidder fails to rectify the failure within the cure period, the Bank guarantee can be invoked.	Tender Clause prevail
51	14.5		14.5 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.	Risk purchase clause is not applicable. Request deletion.	Tender Clause prevail
52	15		15. RISK & COST If the Contractor fails to execute the work as per specification/Agreement/as per the direction of Engineer-in-change 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/recovered from the Contractor.	Risk purchase clause is not applicable. Request deletion.	Tender Clause prevail

53	16		16. LIMITATION OF LIABILITY 1. The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value. 2. Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/applicable in case of willful default/breach/negligent act/misconduct on the part of the Contractor and/or its employees.	Request deletion of clause 2, as it is very broad and nullifies the limitation of liability clause. We can however accept to the following exclusions: i) any breach of applicable law by the Contractor, ii) or in any event of death or injury caused by contractor iii) any damage to tangible property of the customer caused by negligent act of the contractor. Request modification.	Tender Clause prevail
54	28		28. ASSIGNMENT BY THE COMPANY	Any assignment will be subject to execution of CAF, CF and any other regulatory documents as required.	Tender Clause prevail
55	33		33. DISCLOSURE OF RELATIONSHIP 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.	Kindly remove this clause - as for such large organization its not possible to confirm	Tender Clause prevail
56			FORMAT – 4.1 NON-DISCLOSURE AGREEMENT	Request to make the NDA mutual, wherein both parties confidentiality is safeguarded.	Tender Clause prevail
57	7		7. The term of this Agreement is 3 years from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.	Perpetual confidentiality obligation is not acceptable. The confidentiality obligation to survive for a period of 2 years post expiry or termination if this agreement. Request modification.	Tender Clause prevail
58			Additional clause proposed by TSP	Customer to execute CF, CAF and any other regulatory documents as required.	YES
59	13	Pre-qualification Commercial criteria	The bidder should have net worth of Rs.1 Crore on the last day of the preceding financial year on the date of bid submission. The bidder shall submit the Certificate of Net Worth duly certified by Chartered Accountant for the last financial year i.e. FY 2022-23. The Net worth certificate must have UDIN Number.	Request removal of this clause Telecom industry is a very capital intensive and recovery of investment made takes time. Since Net worth of established operators has no direct impact with the Services it provides to its customers across India, hence Request deletion of this clause.	Tender Clause prevail
60	13	Pre-qualification Commercial criteria	Bidder must provide proof of having solvency of an amount equal to Rs 1 Crore from any nationalized/ scheduled commercial bank.	Bidder is an established Telecom service provider (Public Limited Organization) in India. The Annual Report is published in public domain. Hence request removal of Solvency Certificate requirement.	Tender Clause prevail
61	14	Other Requirements:	iii. Detail of Banks & Fund & Non fund based Credit limit.	Bidder is an established Telecom service provider (Public Limited Organization) in India. The Annual Report is published in public domain. Hence the details asked cannot be provided separately	Tender Clause prevail
62	14	Other Requirements:	xii. Networth certificate issued by CA (along with UDIN no.) for the last three Financial Years.		Tender Clause prevail
63	15	6. BID SUBMISSION	6.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive	Can this be submitted through email in a password protected file? Kindly confirm	Tender Clause prevail
64	38	7. PAYMENT	7.4. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence.	Request Clarity since the Billing shall be as per the system of the service provider being a standard process. for monitoring, link shall be provided y the successful bidder	Tender Clause prevail
65	39	9. TIME ESSENCE OF CONTRACT	9. TIME ESSENCE OF CONTRACT	Request you to specify the Completion period in days / weeks since it is not mentioned in the said RFP	post DOT approval the same needs to be completed within 3 days as New TSP toll free number would be pre activated
66	40	10. LIQUIDATED DAMAGE	a) Equivalent to charges for completion /rectification of work plus 30% overhead charges, which will be recovered from the Contractor's invoice/outstanding payment/CPBG;	The clause is very vague and also the penalty it exorbitantly high. Need clearly defined clause and also the penalty should be reduced drastically	Tender Clause prevail
67	42	18. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS	If any non-compliance of any Statutory Obligation is observed then an amount equivalent to 1.5 times of the value of the non-compliance will be retained from outstanding (monthly) payment bill,	Retention amount from outstanding bills is not agreeable. Request removal of this clause	Tender Clause prevail
68	42	19.4. PENALTY FOR MISCONDUCT	(a) The penalty to be imposed in case of misconduct shall be as follows: In case of any misconduct as defined above penalty of Rs 5000/- per incident shall be levied. (b) In case of multiple incidences of Misconduct: 1) 4 complaints per annum OR 2) More than 1 complaint in a quarter An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.	The bidder participating in this high value tenders are Established and reputed organizations providing its services across India to all its customer. Such bidders are also having Quality & Regulatory policies under which they provide services. Hence putting such penalties are uncalled for. Request removal of this clause In case of rare incidence, if BRPL finds any such instance then BRPL should highlight the same to the successful bidder and find out mutually agreed resolution on the same.	Tender Clause prevail
69	45	24. RISK & COST	If the Contractor fails to execute the work as per specification/Agreement/as per the direction of Engineer-in-change 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 alongwith overhead charges @15% shall be debited to/recovered from the Contractor.	This line in this clause is not agreeable. Request removal of the same	Tender Clause prevail
70	45	26.2. PREMATURE TERMINATION	(v) The Company shall be entitled to deduct from any money due or to becomes due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Contractor shall abide by the decision of the Company as to the amount payable by the Contractor under the provision of this clause.	Deduction of any amount from money due to contractor is not agreeable. Request removal of this clause	Tender Clause prevail
71	54	36. CONTRACTOR'S OBLIGATIONS	36. CONTRACTOR'S OBLIGATIONS	This section is not applicable to the SOW of this RFP ssince there is no manpower deployment required permanently in the premises of BRPL for the fulfillment of this project.	Tender Clause prevail
72	55	38. INDEMNITY	38. INDEMNITY	Shall be applicable mutually	Tender Clause prevail
73	55	39. SECRECY & CONFIDENTIALITY	39. SECRECY & CONFIDENTIALITY	Shall be applicable mutually	Tender Clause prevail

74	57	51. VENDOR CODE OF CONDUCT	51. VENDOR CODE OF CONDUCT		Tender Clause prevail
75	61	Background:	2. We propose to migrate Toll Free Number (TFN) 1800119123 to a new TSP.	Migration will be possible to the new Toll Free Number Purchased & it will be done by DOT, which is in the SOW of BRPL	Fomalities of letter would be done by BRPL and follow up and faster processing to be done by new TSP
76	61	Desired Activity / Outcome	3. Maximum allowable disruption of 30 mins during switchover from old TSP to new TSP.	The control of the same would be with DOT however the old number can remain active alongwith the new Tollfree Number to ensure seamless migration. BRPL to send the request letter to DOT for the same	Short code to remain the same 19123 and new TFS in backend to be activated by New tsp
77	61	Specifications:	7. BRPL may, at its sole discretion appoint third party for auditing the activities of onsite operations provided by TSP.	Since this is a cloud based solution, hence this point is not applicable	ok
78	61	Specifications:	9. Bidder to provide Online Portal real-time monitoring of call volumes with forwarding response. This portal should also provide option to manage the toll free number including call forwards. MIS & data extraction capable of providing the, Date-wise A party, B-party. Monthly invoice should be accompanied with incoming & outgoing call details. TSP to maintain the record of all calls at least for a period of one year. The bidder should retrieve and provide the required data to BRPL within 24 hours of receiving request in this regard at no cost. This portal will also allow for logging and tracking complaints.	The reports are available on D+1 basis on iManage portal. The Online Portal link shall be shared by the Successful Bidder	ok since inception records should be available on request basis
79	62	Penalty	1.2. For every uptime less than 99.90% penalty shall be levied based on the following table :	The downtime shall be considered from the time the complaint SR is raised in the Successful Bidders System	ok
80	63	Reporting Procedures	The Team Lead of Bidder's will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include —actual versus target, SLA performance, variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to BRPL Call Center Team.	All the requisite reports are available on Online Portal link which shall be shared by the Successful Bidder	ok
81	65	SECTION –VI: PRICE BID	Per Second pulse	Request BRPL to make it "60 Second Pulse"	Tender Clause prevail