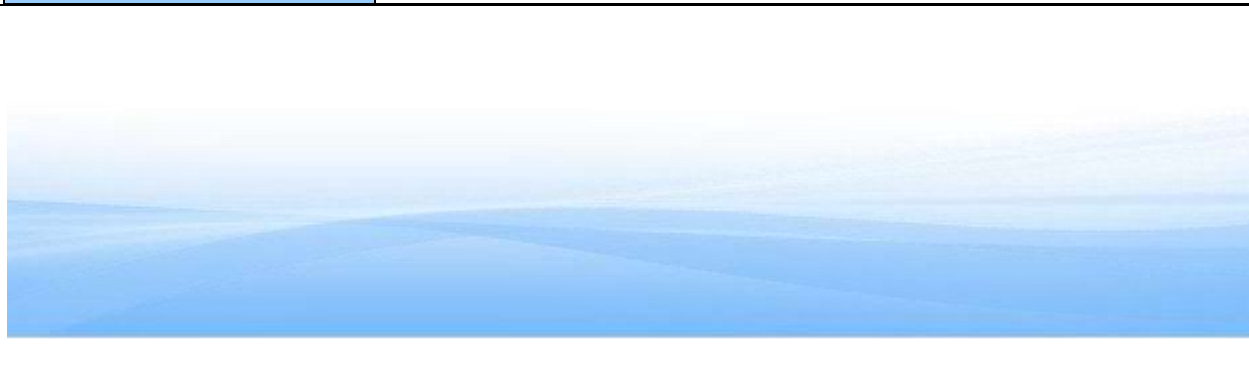




**Open Tender through e-Procurement
For
Providing SMS Service**

Document Title	Tender Specifications for Providing SMS Service
Document Type	RFP
Bid Type	Three part bid – Pre Bid Qualification, Technical & Commercial
CRFQ No	1000327613
Pre bid meeting on	28 th March, 2019 at 10:00 AM at BPCL Sewree
Last Date for Submission of Bid	12th April, 2019 at 15:00 hrs IST



RFQ issued by:	Bharat Petroleum Corporation Limited, IS Department, CPO Building, 1st Floor, A – Installation, Sewree Fort Road, Sewree East, Mumbai – 400015
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Subject: Invitation of Tender for SMS Service

Dear Sir / Madam,

1. BPCL invites bids for selection of Service Provider to provide SMS services for a period of five years.
2. You are invited to submit your offer in a three-part bid for the subject job as per the technical specifications and on the terms & conditions contained in this tender document.
3. A Pre-Bid Meeting of all the interested bidders will be held at the scheduled date and time mentioned on Eproc Portal. The bidders will have to submit their queries via an email to ranes@bharatpetroleum.in and ramaprasadud@bharatpetroleum.in:

All your queries regarding Pre-Bid meeting of this tender need to be submitted two days in advance before the scheduled date of Pre-Bid Meeting to the above email id. Queries not received in time may not be replied. No further queries/clarifications on this tender would be entertained after Pre-Bid meeting.

4. Please visit the website <https://bpclproc.in> for participating in the tender and submitting your bid online.
5. Bidders are required to submit their bids in three part bids consisting of the following, through this E-Tender.
 - a) Bid Qualification Criteria (Part – 1)
 - b) Techno-Commercial Bid (Part – 2)
This should contain all technical details, Literature, Leaflets etc. confirmation of Commercial terms and conditions of the tender
 - c) Price Bid (Part – 3)
This should contain Prices / Taxes against the bill of materials
6. Techno-commercial bid will be opened only for bidders who successfully qualify bid qualification criteria.
7. Commercial bids of only those bidders, who qualify the techno-commercial criterion, will be opened and evaluated further.
8. It is necessary, for all the bidders to submit an EMD of **Rs. 10 lakh by DD drawn** on any scheduled Bank payable at Mumbai, in physical form in our office at the following address before due date and time failing which bids will not be considered for evaluation.

DGM, IS (P&C)

Bharat Petroleum Corporation Limited,
IS Department, CPO Sewree, 1st Floor,
A – Installation, Sewree East,
Mumbai – 400015

EMD is exempted for MSE vendors and NSIC vendors subject to submission of the details of MSE Registration with Directorate of Industries or any other competent authorities and NSIC registration as applicable along with the technical bid.

EMD of the successful bidder will be returned only after successful execution of job against the Outline agreement / Purchase Order and submission of PBG (if applicable)”

EMD of the unsuccessful bidders shall be returned after finalization of the L-1 Bidder.

9. You should submit your BQC, Techno-commercial & price bid through online. However, the instrument i.e. EMD in the form of Demand Draft and the BPCL **Pre Signed** Integrity Pact duly signed and stamped by authorized personnel of your company to be submitted in physical form on or before the due date and time of this tender.
10. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and/or receipt of instrument i.e. DD and BPCL Pre Signed Integrity Pact to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
11. Incomplete tenders shall be liable for rejection without seeking any further clarification. We also reserve the right to reject any or all tenders without assigning any reasons whatsoever.
12. Quote should be submitted in Indian Rupees.
13. It is the Vendor’s responsibility to carefully review this document and understand the scope of work while quoting for the bid.
14. Jobs awarded under this contract cannot be subcontracted without the written consent of BPCL.
15. Bidders, who (i) have failed to execute a Contract / Purchase Orders, after the same had been issued to them and was accepted by them (ii) had failed to take up the Job and / or has withdrawn, after being declared as Lowest Bidder (L1), for any Tender issued by BPCL IS Procurement Department, due to any reasons in last 3 years in BPCL, are ineligible to participate in this tender.

Thanking you,

Yours faithfully,

For Bharat Petroleum Corporation Ltd.

DGM, IS (Procurement & Contracts)

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General Instructions to Bidders for E-Tendering

- a) Interested bidders may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpacleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system. You can submit the bid only on <https://bpacleproc.in>. Prior to submission of bid, you need to register in the portal.
- b) For registration on the e-tender site <https://bpacleproc.in>, you can be guided by the “Instructions to Bidders” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform by mail to the bidder administrator bidderadmin@bpacleproc.in with a copy to support@bpacleproc.in for approval. Once approved, bidders can login in to the system as and when required.
- c) As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Certificate of Class IIB and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the bidder.**
- d) In case any bidder so desires, they may contact our e-procurement service provider M/s. EProcurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79-40270573 & Tel: +91 22 24176419 | 65354113 | 65595111) for obtaining the digital signature certificate.
- e) Corrigendum/amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such bidders, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the bidder. They have the choice of making changes if needed in their bid before the due date and time. Bidders are required to complete the following process online on or before the due date/time of closing of the tender:
 - Bid Qualification Criteria
 - Techno-commercial Bid
 - Priced bid

- f) Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
- Bidders are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest, if not done earlier.
 - The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the bidder intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **In case bidder is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the bidder against the tender and consequently the bidder will be out from tendering process.** The process of change / revise could be done any number of times till the due date and time of submission deadline. However, no bid can be modified after the bids submission deadline.
 - Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - No manual bids/offers along with electronic bids/offers shall be permitted.
- g) For tenders whose estimated procurement value is more than Rs. 10 lakhs, bidders can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, bidders shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
- h) No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that bidders who are not well conversant with E-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the

tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.

- i) BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the bidder may contact the following agencies / personnel:

For system related issues:

M/s. EProcurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79-40270573 & Tel: +91 22 24176419 | 65354113 | 65595111) followed with an e-mail to id.support@bpclproc.in

For tender related queries:

Mr. S.B. Rane of BPCL at contact no. 022-24176230 followed with an email to ID ranes@bharatpetroleum.in

For Technical related queries:

Mr. Ramaprasad U.N at contact no. 022-22-24176165 followed with an email to ID ramaprasadud@bharatpetroleum.in

Completeness of Response

- a) Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- b) A bid shall be considered Responsive only when the bidder's response to this RFP is full and complete in all respects including the compliance sheet.
- c) Failure to furnish all the information required in this RFP or submission of a proposal not responsive to the RFP in all aspects will be at the Bidder's risk and may result in rejection of the bidder's Proposal.

Modification and Withdrawal of Proposal

No proposal may be withdrawn in between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire EMD may be forfeited if any of the bidders withdraw their bid during the validity period.

Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and non-acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.

Right to Modify Submission Deadline

BPCL may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of this RFP and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Right to Terminate the Process

BPCL may terminate the RFP process at any time and without assigning any reason. BPCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by BPCL. The bidder's participation in this process may result in BPCL selecting the bidder to engage in further discussions and negotiations toward execution of agreement. The commencement of such negotiations does not, however, signify a commitment by BPCL to execute agreement or to continue negotiations. BPCL may terminate negotiations at any time without assigning any reason.

Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) The bidder qualifies the bid with his own conditions
- c) Bid is received in incomplete form
- d) Bid is not accompanied by all the requisite documents like EMD, Integrity Pact etc. before due date and time. In case EMD exemption MSE/NSIC certificate to be submitted.
- e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the agreement (no matter at what stage) or during the tenure of the agreement including the extension period if any

- f) Commercial proposal is uploaded as part of technical proposal. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.

Integrity Pact (IP)

- Pre signed Integrity Pact as per attached **Annexure-5** shall be uploaded by the Bidder/s along with the technical bid documents, duly signed and stamped by the authorized signatory. All the pages of the Integrity Pact shall be duly signed and witnessed. Bidder's failure to upload the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
- If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of the Integrity Pact.
- If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee as per provisions of the Integrity Pact.
- Bidders may raise disputes/complaints if any, with the nominated Independent External Monitor.
- Names/addressed/contact numbers of Independent External Monitors (IEM) appointed to oversee implementation is as follows:

Shri. S.S.N. Moorthy	Shri. Shantanu Consul	Shri. Vikram Srivastava
ADDRESS	ADDRESS	ADDRESS
GFQ, 1st Floor, B. Block, Summit Apts. Mettupalayam Road, Coimbatore - 641 043	No.9MCHS (IAS Officers Colony), 16th Main, 5th C Cross, BTM 2nd stage, Bangalore – 560 076	E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048
ssnm1950@yahoo.com	shantanuconsul@gmail.com	vikramsrivastava1973@gmail.com
Mob. 09500998610	Mob. 09740069318	Mob. 09810642323

Background

Bharat Petroleum Corporation Limited (BPCL) is an Indian state-controlled oil and gas company headquartered in Mumbai. BPCL has always been on the forefront of harnessing technology initiatives, maximizing efficiency and achieving greater customer satisfaction. BPCL has implemented various SAP solutions over the last 15 years. In recent past, BPCL has developed large applications on Netweaver platform using SAP's core functionality. A number of interfaces have been implemented using SAP PI as a middleware. These include many A2A & B2B interfaces. Many of the applications and the interfaces send SMS to communicate with the customers/vendors/employees.

Bid Qualification Criteria

This invitation of bid is open to reputed companies who have proven experience in the field of Bulk SMS Service and who fulfil the qualification criteria as laid down in this document. The eligibility criteria for the bidder are given below:

The bidder must fulfil each of the following criteria in order to qualify for the tender:

Criteria: 1

Bidder should be a registered company in India for providing SMS Service under the Companies Act 1956 or registered with Directorate of Industries/NSIC and should have a valid registered office in India with a valid GSTN registration.

Bidder should have at least 5 years of experience in SMS Service in India as on 1st January, 2019.

Documents Required from the Bidder

- 1) Valid Certificate of Incorporation and Memorandum & Articles of Association / Certificate of registration with Directorate of Industries, NSIC for MSE bidders. In case of any name change bidder needs to submit all the supporting documents.
- 2) The bidder should submit any one of the following to prove that the bidder is in SMS Service for at least 5 years as on date.
 - a. Certificate(s) from client(s).
 - b. Copy of final invoice(s).
 - c. Certificate from authorize signatory or company secretary.
- 3) Valid GSTN Registration Certificate.
 - a) Certificate(s) from client(s).
 - b) Copy of final invoice(s).
 - c) Certificate from authorize signatory or company secretary.

Criteria: 2

The Bidder should submit a declaration to the effect that they are not currently serving any Holiday listing order issued by BPCL or MOPNG debarring them from carrying on business dealings with BPCL/MOPNG or serving a banning order by any other Oil PSE. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

Documents Required from the Bidder

An undertaking duly signed by authorized signatory or company secretary on the company letter head in support of not being barred or holiday listed by any of the Organizations as mentioned.

Criteria: 3

- 1) The bidder should have average annual financial turnover of minimum Rs. 2.5 Crores per annum in immediate last three consecutive financial years as per their audited accounts, as on bid submission date.
- 2) The bidder should have positive Net worth as per latest audited balance.
- 3) Bidder shall not be under liquidation, court receivership or similar proceeding. Undertaking to this effect to be submitted by the bidder.

Documents Required from the Bidder

- 1) A certificate from Chartered Accountant is to be submitted that the bidder has average annual financial turnover of minimum Rs. 2.5 Crores per annum in immediate last three consecutive financial years as per their audited accounts, as on bid submission date.
- 2) A certificate from Chartered Accountant is to be submitted that the bidder has positive Net worth as per latest audited balance sheet.
- 3) Undertaking from the authorized signatory/company secretary of the bidder that the Bidder is not under liquidation, court receivership or similar proceeding

Criteria: 4

The bidder should have direct arrangements with minimum two telecom service providers for SMS services within India and minimum one service provider for international operation.

Documents Required from the Bidder

The bidder should submit a copy of valid agreement with the telecom service providers. If the backend contract validity with Telecom Service Provider (SP) is not valid for the full contract

period, then the bidder should give a declaration that he will extend the contract validity with SP for the entire contract period. The bidder should submit a copy of the above to BPCL as and as when the contract with SP is renewed.

Criteria: 5

The bidder should have Disaster Recovery capability to send SMS from more than one geographical location for ensuring business continuity.

Documents Required from the Bidder

1. The bidder should submit the full address and contact details of their gateway locations from where they can send SMS.
2. The bidder should produce an evidence that the bidder has conducted Business Continuity Plan (BCP) using their DR site at least once a year during last one year as of 01.01.2019.
3. Undertaking from the authorized signatory/company secretary of the bidder that the Bidder has carried out Business Continuity Plan (BCP) using their DR site at least once a year during last one year as of 01.01.2019.

Criteria: 6

The bidder should have a capability to handle at least 50 lakhs Real Time SMS per day. In case the bidder is an Aggregator, they should have backend agreement with telecom service providers to handle at least 50 lakhs Real Time SMS per day.

Documents Required from the Bidder

1. Telecom service providers should give an undertaking that they have the capability to handle 50 lakhs Real Time SMS per day. In case of an Aggregator they should submit a certificate from their telecom service provider(s) confirming the capability to handle minimum 50 Lakhs Real Time SMS per day.
2. The bidder should submit proof of having executed a contract of handling at least 50 lakh SMS per day in the last 3 years from the bidding date. Documents to be submitted as proof would be copy of Purchase Order / Agreement and certificate from client.

Criteria: 7

The bidder should be able to allocate a minimum throughput of 1000 SMS per second to BPCL.

Documents Required from the Bidder

The bidder should submit an undertaking preferably from the telecom operator(s) or self-undertaking that they will be able to allocate minimum throughput of 1000 SMS per second to BPCL.

Criteria: 8

The bidder should be registered telemarketer as per TRAI guidelines for SMS Service.

Documents Required from the Bidder

The bidder should submit a copy of the valid registration certificate with TRAI.

Criteria : 9

The bidder should have a valid ISO 27001 certification for services as of bid submission date.

Documents Required from the Bidder

The bidder should submit a copy of valid ISO 27000 certificate for services.

Bidders are required to qualify each of the above mentioned Bid Qualification Criteria to become eligible for the evaluation of Techno-Commercial bid.

Scope of Work

To sustain the future growth and to provide OTP, transactional and promotional SMS services to BPCL customers/vendors/employees/consumers, BPCL invites SMS service providers to offer their solution for Outgoing/Incoming SMS using secured authentication system.

- 1) The SMS Services should cover the facility like Push and Pull SMS service using Global Virtual Number (GVN) for transaction SMS and bulk promotional SMS.
- 2) Pull SMS using GVN covers, migration/transfer of existing GVN from incumbent service provider to BPCL, procurement & setting up of new GVN from alternative mobile service provider in BPCL name and managing both GVN (existing and new) during the contract period.
- 3) The Push SMS will be in following categories:

SMS Category	Description	Delivery time	Estimated No of SMS for 5 Years*
OTP	Higher Priority alerts	Within 15 seconds	15,44,00,000
Transactional	Transactional/Batch SMS in real time	Within 30 seconds	2,02,70,00,000

Promotional	Promotional SMS in BULK minimum batch size of 10 lakh SMS.	Within 120 minutes	1,68,58,00,000
International SMS	International transactional SMS	Within 30 seconds	17,500

* These volumes are only estimates as per present projections and BPCL **does not guarantee this volume of business**

Technical Bid Qualification

General Requirements

- 1) The bidder should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and abroad without any exception. The bidder shall be responsible for delivery of real time SMS alerts on 24x7x365 basis as per the requirement of BPCL as mentioned under scope of work.
- 2) The bidder shall be responsible for providing 24x7x365 days support/service for the complaints relating to the SMS Services with following response and resolution matrix.

Severity Level	Response Time	Maximum Fix Time	Progress Reports/Update	Description of Severity
I	30 minutes	2 hours	Every 30 minutes until resolution	Total Out of Service Condition (e.g. (1) SMS service is not available to BPCL. (2) Messages are not delivered as per SLA. (3) Frequent failure/undelivered messages (4) GVN is down (SMS PULL). (5) Duplicate/ Multiple message delivery to customer etc.)
II	60 minutes	24 hours	Every 4 hours until resolution	Partial Service Outage (1) SMS are processed, delivered as per SLA but, delivery confirmation is not received. (2) Bulk upload is not happening/failing (3) Portal is down (4) New account configuration. (5) Fix for High / Critical security vulnerability
III	8 hours	5 business days	Every 1 Business Days after the first update	Service Available but with slow response (1) Consumption report in portal is not available. (2) Portal reports are taking lot of time. (3) New Report configuration. (4) Fix for minor or low security vulnerability.

- 3) The solution offered should provide Push and Pull based SMS services. For providing these services, the offered solution should be seamlessly integrated with SAP and other applications at BPCL.
- 4) SMS services is to be provided for the period of minimum 5 years from the date of awarding purchase order or offer letter to successful bidder. BPCL can also increase or decrease the scope of services during the period of contract with a notice of 30 days.
- 5) The solution offered should integrate with applications at Primary and Disaster Recovery (DR) sites of BPCL, including test setup without any restriction on number of source IP address / no. of host. Also, Vendor should have test server / Simulator to test any upgrade, migration and integration scenario.
- 6) Bidder should have a Disaster Recovery solution to meet any disaster to enable the continuation of SMS services supporting critical business functions.
- 7) The solution provider should ensure that the all data communication happens through secured channel with minimum support for TLS 1.2.
- 8) Solution provider should support caller defined identifier as per BPCL to uniquely identify the message sent and subsequent delivery update.
- 9) The bidder should have direct arrangements with multiple telecom service providers for delivery of outgoing/incoming SMS Alerts for PUSH and PULL service to/from national mobile subscribers (subscribers of telecom operators including but not limited to BSNL, MTNL, Reliance, Airtel, Vodafone, Idea .) and international mobile subscribers as well.
- 10) Bidder to ensure that SMS message whose content exceeds 160 characters for English and 70 character for regional languages, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset.
- 11) Bidder should have provision to provide at least two leased line connectivity to BPCL in case BPCL desire to have a direct connectivity with bidder.
- 12) The bidder should have the facility of online filtering of the DND numbers on real time basis.
- 13) The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the BPCL and deliver the alerts as per the SLA defined. Bidder should provide different accounts for different priority SMS.

SMS Category	Description	Delivery time
OTP	Higher Priority alerts	Within 15 seconds
Transactional	Transactional/Batch SMS in real time	Within 30 seconds

Promotional	Promotional SMS (BULK) minimum batch size of 10 lakh SMS.	Within 120 minutes
International SMS	International Transactional SMS	Within 30 seconds

- 14) The bidder should ensure that duplicate/multiple SMS are not delivered to the recipients.
- 15) The solution offered should be a multilingual messaging solution supporting all Indian languages.
- 16) The bidder's solution should offer configurable mechanism in terms of number of retries and time duration for each retry for messages that cannot be delivered immediately.
- 17) It will be the responsibility of the Bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.
- 18) DND compliance will be the responsibility of the Bidder/Service Provider, any financial liability or legal litigations arising out of DND compliance will be the responsibility of bidder.
- 19) BPCL will not enter into any contract with any telecom carrier or service provider for this contract.
- 20) The bidder shall be the single point of contact for BPCL for all SMS services provided under this contract.
- 21) The solution offered should be scalable to meet the requirements of the BPCL for the next 5 years from the date of award of contract.
- 22) Any compliance issues, security vulnerability reported in regular security assessment and system audit should be addressed without any cost by the bidder.

Mobile Originated (MO)-Pull SMS

- 23) Bidder should provide easy to remember codes (GVN) for the use of BPCL, which can be used for providing PULL SMS services to its customer both in India and abroad through all the telecom operators across the globe on 24x7x365 basis.
- 24) For enabling PULL SMS facility, bidder has to migrate/transfer the existing GVN from incumbent operator to BPCL and manage during contract period. Apart from the existing GVN, bidder has to provide alternative (additional) GVN as per BPCL requirement.
- 25) GVN allotted should be unique for BPCL and the same should not be used by other entities across the globe, other than BPCL.

- 26) Solution proposed should support all Indian language as keyword.
- 27) Solution proposed should support unlimited number of keywords.
- 28) BPCL will share its Webhook endpoint on which bidder/service provider will be required to forward all incoming SMS to BPCL in BPCL desired format containing keyword, message and mobile no.
- 29) Bidder must use Webhooks to send HTTP Callbacks to BPCL's endpoint, as soon as a user sends an SMS to GVN for BPCL. And provided Webhook should comply with below Points.
 - a. It MUST use HTTP POST.
 - b. It MUST have a queuing mechanism to ensure guaranteed delivery.
 - c. It MUST use HTTPS for communication.
 - d. It MUST support at least 1 of following standard authentication mechanisms:
 - i. JWT or similar Bearer Authentication.
 - ii. Custom API/shared key, passed in HTTP Header.
 - e. MUST have provisions to send Webhooks for different keywords to different endpoints.
 - f. MUST support at least 1 of the following Content-Types – pre-determined by caller (BPCL):
 - i. application/JSON
 - ii. application/x-www-form-urlencoded.

Mobile Terminated (MT)-Push SMS

- 30) The bidder should have the capability to interface with any of BPCL applications (SAP/Non-SAP) at a future date without any cost. The SMS Services should have the capability to meet this requirement without any change in its functionality.
- 31) The solution offered should provide the SMPP and REST HTTPS-API for sending SMS.
- 32) Bidder should support SMPP 3.4 protocol or later version.
- 33) Sender ID allotted should be unique for BPCL and the same should not be used by other entity across the globe, other than BPCL.
- 34) Solution should support UNLIMITED sender ID as per BPCL businesses requirement.
- 35) BPCL defined dynamic tag should be used while sending SMS for grouping and analysis of SMS.
- 36) Solution provided by the bidder should be compatible with standard UNICODE for exchange of messages in regional languages.

- 37) The bidder should be capable of providing real time automatic message received time, delivery report/acknowledgement for last mile delivery (on the mobile handset of the customer/end user) of each SMS along with status and time stamp.
- 38) The bidder should provide API and Webhook for passing delivery report of SMS sent using HTTPS. The delivery information should have last mile delivery (on the mobile handset of the customer/end user) of each SMS along with status code/description and time stamp.
- 39) All APIs whether for SMS Sending/ Delivery Report should adhere to below General And Specific requirements

1. General Requirements: All APIs MUST fulfil following requirement:

- A. MUST be a REST API.
- B. MUST use HTTP standard status codes e.g. 200 for success, 400 for bad requests, 500 for server errors etc. instead of custom-made, non-standard codes e.g. 1 = success, 2 = failure, 3 = bad request codes.
- C. MUST use HTTP GET and HTTP POST appropriately, e.g. SMS sending MUST NOT be an HTTP GET operation.
- D. MUST have at least 1 of following standard authentication mechanisms apart from IP restriction:
 - Basic Authentication
 - JWT or similar Bearer Authentication.
 - Custom API/shared key, passed in HTTP Header.Note: Just IP restriction will NOT be considered as an authentication/authorization method.
- E. MUST accept at least 2 of the following Content Types – determined via “Content-Type” header by caller (BPCL):
 - i. application/JSON
 - ii. application/XML
 - iii. application/x-www-form-urlencoded.
- F. MUST API have response in at least 2 of following Content-Types – determined via “Accept” header by caller (BPCL):
 - I. application/JSON
 - II. application/XML
 - III. application/x-www-form-urlencoded.
- G. MUST have well-written online documentation for all the supported operations with sample code in C#, JAVA, NodeJs and other major programming languages.

2. SMS Sending API: In addition to above general requirements, it should follow below requirements

- A. MUST return at least 1 or more identifier(s) which can later be used to get delivery status of that particular SMS request.

3. Multiple SMS Sending API: In addition to above mentioned general requirements, it should follow below requirements
 - A. MUST have provision to send multiple SMS in 1 request, where different SMS can be sent to different mobile numbers.
4. SMS Delivery API: In addition to above mentioned general requirements, it should follow below requirements
 - a. MUST have provision to get on-demand delivery statuses by various parameters included but not limited to:
 1. Identifier returned in SMS Sending APIs
 2. Date
 3. Mobile Number
 4. Account Id/Group Id
 - b. MUST support Webhooks to notify as soon as delivery status changes for a particular SMS, essentially supporting PUSH architecture instead of polling
 - c. MUST return reason for failure/delay in case of failure/delay.

SMS Dashboard, Reporting and Billing

- 40) The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, no. of failed messages (with reasons for failure), invalid mobile numbers, number of push/pull messages sent.
- 41) The solution should provide a facility to track usage of individual / multiple Account (Account as configured depending on various applications used by BPCL).
- 42) Solution should provide a portal ID for each account with a facility to upload bulk transactional and promotional SMS.
- 43) The solution should provide a facility to maintain overall limits for an account against which maximum No. of SMS consumed will be validated. It should also have a facility to send an email alert at 80% , 90% and at 100 % consumption of limit to identified BPCL administrator.
- 44) The solution should be capable of generating detailed report in Excel/PDF and any other format specified by the BPCL. The software should be capable of providing the Mobile-wise, Date-wise, Account-Wise, Protocol-Wise, transaction based reports, Short code wise, aggregated reports per account. The reports should contain timestamps of SMS

received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS alert along with status description.

- 45) Bidder to maintain the data with regard to SMSs sent for at least 1 Year. The data maintained should have the following minimum fields:

- Mobile Number/MSISDN
- Complete Message text
- SMS Language
- Message Category
- Bearer (GSM/CDMA)
- Operator
- Circle
- National/International
- Sender Name/ID
- Date/time of SMS received at the gateway
- Date/time of SMS send to the operator
- Date/time of SMS delivered to the end subscriber Final
- Status of the SMS
- Status description

Bidder should retrieve and provide the required data to BPCL as and when requested.

- 46) Bidder should store all data in secured encrypted format to avoid unauthorized access.
- 47) The bidder should have a ticketing mechanism for logging and tracking all the complaints raised by BPCL.
- 48) Successful bidder will raise the invoice against messages successful delivered, undelivered messages will not be taken for billing.
- 49) Online mechanism in real time mode has to be provided for SLA enforcement with regard to uptime of Push/Pull SMS Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis.
- 50) Bidder should meet BPCL Administrator at least once in a quarter at BPCL office to review the system/process/services/support rendered and take required corrective measures if required.

The bidder has to comply with all the points mentioned above and should submit/upload compliance sheet as given in **Annexure – 1**

Price

- a. Prices quoted shall remain firm and binding (without any escalation whatsoever) for a period of five years.
- b. However, In case of any upward escalation in interconnection fees, bidder has to provide certificate from TRAI/Government/Government Agencies clearly indicating the revised fees. The certificate should clearly mention the details of the new fees and should be applicable for OTP, transactional, promotional SMS messages to all service providers.
- c. In case of any downward revision in interconnection fees due to any reason, bidder shall pass on the benefit to BPCL with immediate effect.

Techno-Commercial Qualifications

S. No.	Criteria	Bidders compliance
1	We agree to all the terms and conditions mentioned in the tender.	Yes/No
2	All the annexures duly filled in to be uploaded under "other document"	Yes/No

Commercial Evaluation/Contract Award Criteria

- Commercial bids of techno-commercially qualified bidders will be evaluated considering the unit rate and quantity for five years including applicable taxes. Contract will be awarded to the overall lowest (L1) quote basis.
- Since this is non-divisible tender, MSE quoting in the price band of L1+15% shall be awarded full / complete supply of tendered value.
- In case of more than one such MSEs are in the price band of L1+15%, then L1 MSE will be offered first and if matches the L1 price, MSE shall be allowed to supply & installation of total tendered quantity. If the L1 MSE does not match the L1 price other MSEs falling in range of L1+15% band, will be offered in order of L2 MSE, L3 MSE etc., until they match L1 price.
- MSE bidders need to provide the details of MSE Registration with Directorate of Industries or any other competent authorities which should include specific mention of the item category under which they are eligible to bid for the items listed in tender document. Please upload relevant certificate in techno-commercial bid format.

- Final overall quote inclusive of taxes which is outcome of bidding process shall remain firm and shall determine the L1 (lowest quote). For L1 bidder, no request for changing overall quoted price (inclusive of taxes) for the tender, shall be entertained due to any error on account of calculation mistakes, incorrect rates and/or incorrect tax rates etc. in price bid. Any corrections on account of this shall be made by adjusting the basic rate of item without increasing the overall bid amount (inclusive of taxes). Bidders are requested to check their quote thoroughly (inclusive and exclusive of taxes) before final submission of the bid.
- If bidder withdraws quote after submission, action as deemed to fit shall be initiated by BPCL.

General Terms and Conditions

Tax Clause

Basic price and rate of tax applicable on the service provided should be separately mentioned in the Tender Form. Bidder shall be required to indicate the SAC Code along with tax rates as applicable under GST law, at the time of quoting.

The rates along with taxes, finalized shall remain valid for the entire period of contract. However BPCL shall have option to review the prices for downward / upward revision of cost due to reduction / increase in government levies, taxes, duties etc.

- Any upward revision / imposition of new taxes, levies etc., during the contract, period shall be reimbursed on submission of documentary evidence by the bidder and acceptance of the same by BPCL.
- Any downward revision in taxes or levies etc., during the contract, period shall be recovered from the bidder from the current running bills. Changes in the taxes structure as mentioned above shall be updated in the POs suitably.

Other Commercial Terms & Conditions

- a) BPCL reserves the right to vary above schedule at its absolute and sole discretion, should the need arise and Bidder acknowledges that it cannot hold BPCL responsible for breach of any of the dates.
- b) From the date of RFP issue through the date the contract is awarded, communication/correspondence regarding this RFP with any BPCL personnel or its members or anyone other than the designated contact person listed in the RFP instructions is prohibited. Failure to follow this provision may be grounds for disqualification from proposal consideration.
- c) Any costs incurred in responding to this request for proposal shall be borne by the Bidder only.

- d) BPCL reserves the right to cancel the tender at any stage without assigning any reason.
- e) At any stage during the contract period, if it is observed that offered service does not meet BPCL's requirement and/or fails to provide requisite performance due to any reason not attributable to BPCL, the successful bidder shall have to take suitable measures without any additional cost to BPCL.
- f) BPCL reserves the right to accept or reject any, or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of BPCL.
- g) All terms, conditions and provisions contained in the RFP shall form part of the contract by default.
- h) Payment will be done by Electronic Fund Transfer based on submission of bills / invoices duly certified by BPCL. Bidder needs to submit the Bank Mandate in prescribed format to BPCL along with PAN No details. While making payments, taxes as applicable will be deducted.
- i) Please note BPCL has setup a Business Process Excellence Centre (BPEC) for Vendor Invoice processing.
- j) BPEC will function as a payments factory to receive, digitize and process vendor invoices in a timely and accurate manner. In addition, the centre will receive and account for Performance Bank Guarantees (PBGs) and Bank Guarantees (BGs). This includes release of retention money/release of PBGs.

The following documents will need to be sent to BPEC

- Original Commercial Invoices (in TAX Invoice Format)
- Please include supporting documents for payments e.g. Octroi certificate, freight bills, IRN, test certificate
- Please quote our Purchase Order (PO) number & Vendor Code No. on the invoice, mandatorily
- PBGs / BGs against Retention and Security Deposits
- Request for release of Retention money/Release of PBG

Please send these documents to the following address for payment processing:

BUSINESS PROCESS EXCELLENCE CENTRE (BPEC)
4th FLOOR, BPCL OFFICE COMPLEX
PLOT NO. 6 SECTOR - 2
BEHIND CIDCO GARDEN, KHARGHAR
NAVI MUMBAI-410210

The payment status of your invoices can be tracked by vendor at <https://efp.bpcl.in>

Vendor can self register on the above portal to check the status of invoices and payments. Vendor will continue to receive e-mail update on Vendor Invoice status as per current practice. If you have any payment related queries, please send them to z_vendorhelpdesk@bharatpetroleum.in

Termination of Contract

BPCL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Bidder, terminate the Agreement for services in whole or in parts:

- a) If the Bidder fails to deliver either the whole or part of the services as defined in scope of work within the time period(s) specified in the agreement or any extension thereof granted by BPCL
- b) If the Bidder, in the judgement of the BPCL, has engaged in fraudulent and corrupt practices or acted with mala fide intentions in competing for or in execution of the Contract.
- c) For convenience the notice period shall be 30 days.
- d) In the event BPCL terminates the Agreement in whole or in part, as per the above excluding for convenience period, BPCL may procure the services from anyone in such manner as it deems appropriate. It will be done at the risk and cost of the Bidder. However, the Bidder shall continue performance of the Contract to the extent not terminated.
- e) In case Bidder is not able to fulfill the contractual commitments, then BPCL may decide to terminate the contract at its discretion and may not engage the bidder in future BPCL projects.
- f) In case of failure to renew the contract with telecom provider or in submitting satisfactory documentary proof to BPCL of renewal of valid agreement with Telecom provider, BPCL reserves the right to terminate the contract.

Payment Terms

- a) Bidder needs to raise an account wise invoice to BPCL SBU/entity authorised person on monthly basis.
- b) Within 30 days of the receipt of notification of award of contract from BPCL, the successful bidder shall furnish the performance security in form of a Bank Guarantee as given in Annexure - 7 for an amount of 10% of the estimated annual contract value valid for the contract period.
- c) Payment will be made within 30 days from the date of receipt and acceptance of the bills.

Penalty

Delay in delivery of Push Type SMS Alerts

The SMS sent by the BPCL will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the BPCL shall attract penalty as follows:

Particular	Penalty
Any SMS Alert not delivered due to any technical fault/failure on the part of bidder/telecom operator	10 times of per SMS cost of the respective category
OTP SMSs delivered after 15 seconds	5 times of per SMS cost of the respective category
Transactional SMSs delivered after 30 seconds.	5 times of per SMS cost of the respective category
Promotional SMSs delivered after 120 minutes.	5 times of per SMS cost of the respective category
International transactional SMSs delivered after 30 seconds.	5 times of per SMS cost of the respective category

If SMS alert delivery failure is 10% and above for consecutive two months, BPCL may invoke performance bank guarantee.

Failure to maintain uptime for Push and Pull Type SMS Alert Service

BPCL expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

Uptime/Availability	Penalty on Monthly basis
<99.9% upto 99%	2% of the monthly bill of respective month
<99% upto 98%	5% of the monthly bill of respective month
<98% upto 97%	8% of the monthly bill of respective month
<97%	10% of the monthly bill of respective month.

If uptime of services provided by bidder to BPCL as per the RFP for SMS alert delivery is less than 97% for two consecutive months, BPCL may invoke performance bank guarantee.

Modification and Withdrawal of Proposal

No proposal may be withdrawn in between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire EMD may be forfeited if any of the bidders withdraw their bid during the validity period.

Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and non-acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.

Right to Modify Submission Deadline

BPCL may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of this RFP and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Right to Terminate the RFP Process

BPCL may terminate the RFP process at any time and without assigning any reason. BPCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by BPCL. The bidder's participation in this process may result in BPCL selecting the bidder to engage in further discussions and negotiations toward execution of agreement. The commencement of such negotiations does not, however, signify a commitment by BPCL to execute agreement or to continue negotiations. BPCL may terminate negotiations at any time without assigning any reason.

Bank Guarantee (BG)

- a) Bank Guarantee to be submitted as per the payment terms and Bank Guarantee format given in **Annexure – 7**.
- b) The BG shall be denominated in Indian rupees and shall be a bank guarantee in favour of Bharat Petroleum Corporation Ltd. from a scheduled bank in India.

- c) The proceeds of the BG shall be payable to BPCL as compensation for not meeting the contractual obligations by the bidder under this bid. BPCL shall as soon as practicably possible notify the bidder in writing of its invocation of its right to receive such compensation, indicating the reasons for which the bidder is in default.
- d) Unless invoked pursuant to above conditions the BG shall be discharged by BPCL and returned to the bidder at the end of the contract period.
- e) At no time during the pendency of the resultant agreement shall the bidder allow the BG to expire. Expiry during the term of the resultant agreement shall be a ground for termination of the Contract.

Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) The bidder qualifies the proposal with his own conditions
- c) Proposal is received in incomplete form
- d) Proposal is received after due date and time at the designated venue
- e) Proposal is not accompanied by all the requisite documents
- f) Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the agreement (no matter at what stage) or during the tenure of the agreement including the extension period if any
- g) Commercial proposal is uploaded as part of technical proposal. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.

Completeness of Response

- d) Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

- e) A bid shall be considered Responsive only when the bidder's response to this RFP is full and complete in all respects including the compliance sheet.
- f) Failure to furnish all the information required in this RFP or submission of a proposal not responsive to the RFP in all aspects will be at the Bidder's risk and may result in rejection of the bidder's Proposal.

Other Contractual Stipulations

- a) **Risk Purchase:** This clause may be invoked during the period of project implementation as well as maintenance period with effect from the date of signing of the contract.

In case of non-performance of contract by the bidder, or if bidders fails to supply requisite items, within stipulated timelines as per Contract and SLAs defined therein, BPCL shall reserve the right to invoke Risk Purchase Clause by serving 15 days' notice. This clause shall apply over and above LD and other penalty clauses in respect of SLAs for the items in question. BPCL may procure such items and get the work done by any other party at the risk and cost of the bidder for carrying out the balance / affected work. The liability of bidder in case of risk purchase will be to the extent of immediate next higher financial quote (total bid value for that item) or 125% of financial bid of bidder for that item, whichever is higher. The extra amount towards the same shall be recovered from PBG submitted or any running bill.

- b) **FORCE MAJEURE CLAUSE:**

Circumstances leading to force majeure:

- (a) Act of terrorism;
- (b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
- (c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) Epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial disputes which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

Right of either party to terminate.

If an event of Force Majeure occurs and its effects continues for a period of 180 (one hundred eight days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

c) NDA (Non-Disclosure Agreement)

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 BPCL's IS Security Policy as given in **Annexure - 4**. Purchase orders will not be placed without entering into above NDA.

d) Arbitration clause

In case of any disputes or differences between the Parties the same shall be mutually resolved first, however if the Parties fail to mutually resolve any dispute or difference the same shall be resolved by a Sole Arbitrator who shall be mutually appointed by both the parties within a period of 1 (one month). In case the parties have failed to appoint any arbitrator by mutual consent, then the aggrieved Party may take steps for appointment of arbitrator as per the Arbitration and Conciliation Act, 1996 and subsequent amendments thereof. The venue of Arbitration shall be Mumbai and conducted in English language. The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under. The decision of the arbitrator shall be final & binding to both the Parties. Judgment or award from Arbitration proceedings any application or other proceedings in respect of anything arising under this Agreement shall be enforced exclusively in the Courts at Mumbai.

This Agreement shall be construed in accordance with the laws of India.

The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned Courts in the city of Mumbai.

e) Limitation of Liability:

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the contractor for following:

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

(c) In the event of acts or omission of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances;

or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property;

or

(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the Party for any kind of indirect nor consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

f) Purchase Preference Clause

As this tender falls under works contract category, Purchase Preference Clause is not applicable to MSE bidders.

Bill of Material

SMS within India (Domestic)			
SMS Category	Description	Delivery time	quantity #
OTP	Higher Priority Real Time SMS	Within 15 seconds	154400000
Promotional	Promotional SMS in BULK (Batch size of minimum 10 Lakhs).	Within 120 minutes	1685800000
Transactional	Transactional/Batch SMS in real time	Within 30 seconds	2027000000

SMS International			
SMS Category	Description	Delivery time	quantity #
International SMS	International transactional SMS	Within 30 seconds	17500

Global Virtual Number (GVN) for Mobile Originated (MO) PULL SMS service			
Line item	Description	Delivery time	Estimated quantity #
Migration of existing GVN	Migration of existing GVN (9223112222) to BPCL which includes transfer of account to BPCL, one time setup cost and other costs if any.	Must be completed by the successful bidder under BPCL account within 12 hours of closure of services by existing SMS service provider.	1
Management and maintenance of migrated GVN	Monthly management charge of migrated GVN which includes all costs like monthly rental charges, maintenance cost, administrative cost, service cost and other charges if any.		60
New GVN from alternative telecom service provider	Procurement of new GVN includes procurement of new GVN from alternative operator which includes transfer of account to BPCL, one time setup cost and other costs if any.	Must be completed by the successful bidder under BPCL account within 5 days of request from BPCL.	1
Management and maintenance of new GVN	Monthly management charge of migrated GVN which includes all costs like monthly rental charges, maintenance cost ,administrative cost ,service cost and other charges if any		60

Un-priced Bid

All figures must be in Indian Rupees

Global Virtual Number (GVN) for Mobile Originated (MO) PULL SMS service							
Line Item	Description	UOM(Unit of Measurement)	HSN / SAC	Unit Price in INR Ex. Tax	% Tax Applicable	Quantity #	Total Price in INR Ex. Tax
10	Migration of existing GVN	Lump sum				1	
20	Management and maintenance of migrated GVN	Monthly				60	
30	New GVN from alternative telecom service provider	Lump sum				1	
40	Management and maintenance of new GVN	Monthly				60	

SMS within India (Domestic)							
Line Item	Description	UOM(Unit of Measurement)	HSN / SAC	Unit Price in INR Ex. Tax	% Tax Applicable	Quantity #	Total Price in INR Ex. Tax
50	OTP	Each				154400000	
60	Promotional	Each				1685800000	
70	Transactional	Each				2027000000	

SMS International							
Line Item	Description	UOM(Unit of Measurement)	HSN / SAC	Unit Price in INR Ex. Tax	% Tax Applicable	Quantity #	Total Price in INR Ex. Tax
80	International	each				17500	

These volumes are only estimates as per present projections per annum and BPCL do not guarantee this volume of business.

Annexure – 1 (Compliance statement)
COMPLIANCE STATEMENT (On Bidder’s Letter Head)

DECLARATION

We hereby undertake and agree to abide by all the terms & conditions and Scope of services stipulated by the BPCL in the RFP including all annexure, addendum and corrigendum.

Signature and Seal of Bidder

Annexure – 2 (Bid Qualification Criteria)

Bid Qualification Criteria

The bidder must fulfill each of the following criteria in order to qualify for the tender:

Criteria	Description	Supporting Documents to be submitted	Compliance (Yes/No)	Details of Proof Attached
1	<p>Bidder should be a registered company in India for providing SMS Service under the Companies Act 1956 or registered with Directorate of Industries/NSIC and should have a valid registered office in India with a valid GSTN registration.</p> <p>Bidder should have at least 5 years of experience in SMS Service in India as of 1st January , 2019</p>	<p>1) Valid Certificate of Incorporation and Memorandum & Articles of Association / Certificate of registration with Directorate of Industries, NSIC for MSE bidders. In case of any name change bidder needs to submit all the supporting documents.</p> <p>2) The bidder should submit any one of the following to prove that the bidder is in SMS Service for at least 5 years as of 1st January, 2019.</p> <p>a) Certificate(s) from client(s).</p> <p>b) Copy of final invoice(s).</p> <p>c) Certificate from authorize signatory or company secretary.</p> <p>3) Valid GSTN Registration Certificate.</p>		
2	<p>The Bidder should submit a declaration to the effect that they are not currently serving any Holiday listing order issued by BPCL or MOPNG debaring them from carrying on business dealings with BPCL/MOPNG or serving a banning order by any other Oil PSE. At a later date, if it</p>	<p>An undertaking duly signed by authorized signatory or company secretary on the company letter head in support of not being barred or holiday listed by any of the Organizations as mentioned.</p>		

	is found that the bidder has submitted false declaration, the offer will be liable to be rejected.			
3	<p>1) The bidder should have average annual financial turnover of minimum Rs. 2.5 Crores per annum in immediate last three consecutive financial years as per their audited accounts, as on bid submission date.</p> <p>2) The bidder should have positive Net worth as per latest audited balance.</p> <p>3) Bidder shall not be under liquidation, court receivership or similar proceeding. Undertaking to this effect to be submitted by the bidder.</p>	<p>1) A certificate from Chartered Accountant is to be submitted that the bidder has average annual financial turnover of minimum Rs. 2.5 Crores per annum in immediate last three consecutive financial years as per their audited accounts, as on bid submission date.</p> <p>2) A certificate from Chartered Accountant is to be submitted that the bidder has positive Net worth as per latest audited balance sheet.</p> <p>3) Undertaking from the authorized signatory/company secretary of the bidder that the Bidder is not under liquidation, court receivership or similar proceeding</p>		
4	The bidder should have direct arrangements with minimum two telecom service providers for SMS services within India and minimum one service provider for international operation.	The bidder should submit a copy of valid agreement with the telecom service providers. If the backend contract validity with Telecom Service Provider (SP) is not valid for the full contract period, then the bidder should give a declaration that he will extend the contract validity with Telecom Service		

		<p>Provider for the entire contract period.</p> <p>The bidder should submit a copy of the above to BPCL as and as when the contract with SP is renewed.</p>		
5	<p>The bidder should have Disaster Recovery capability to send SMS from more than one geographical location for ensuring business continuity.</p>	<p>1. The bidder should submit the full address and contact details of their gateway locations from where they can send SMS.</p> <p>2. The bidder should produce an evidence that the bidder has conducted Business Continuity Plan (BCP) using their DR site at least once a year during last one year as of 01.01.2019.</p>		
6	<p>The bidder should have a capability to handle at least 50 lakhs Real Time SMS per day. In case the bidder is an Aggregator, they should have backend agreement with telecom service providers to handle at least 50 lakhs Real Time SMS per day.</p>	<p>1. Telecom service providers should give an undertaking that they have the capability to handle 50 lakhs Real Time SMS per day. In case of an Aggregator they should submit a certificate from their telecom service provider(s) confirming the capability to handle minimum 50 Lakhs Real Time SMS per day.</p> <p>2. The bidder should submit proof of having executed a contract of handling at least 50 lakh SMS per day in the last 3 years from the bidding date. Documents to be submitted as proof would be copy of Purchase Order / Agreement and certificate from client.</p>		

7	The bidder should be able to allocate a minimum throughput of 1000 SMS per second to BPCL.	The bidder should submit an undertaking preferably from the telecom operator(s) or self-undertaking that they will be able to allocate minimum throughput of 1000 SMS per second to BPCL.		
8	The bidder should be registered telemarketer as per TRAI guidelines for SMS Service.	The bidder should submit a copy of the valid registration certificate with TRAI.		
9	The bidder should have a valid ISO 27001 certification for services as of bid submission date.	The bidder should submit a copy of valid ISO 27000 certificate for services.		

Annexure – 3(Technical Bid Qualification)
Technical Bid Qualification

S. No.	Description	Compliance (Yes/No)																
General Requirements																		
1	The bidder should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and abroad without any exception. The bidder shall be responsible for delivery of real time SMS alerts on 24x7x365 basis as per the requirement of BPCL as mentioned under scope of work.																	
2	<p>The bidder shall be responsible for providing 24x7x365 days after-sales support/service for the complaints relating to the SMS Services with following response and resolution matrix.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Severity Level</th> <th style="text-align: center;">Response Time</th> <th style="text-align: center;">Maximum Fix Time</th> <th style="text-align: center;">Progress Reports/Update</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">I</td> <td style="text-align: center;">30 minutes</td> <td style="text-align: center;">2 hours</td> <td style="text-align: center;">Every 30 minutes until resolution</td> </tr> <tr> <td style="text-align: center;">II</td> <td style="text-align: center;">60 minutes</td> <td style="text-align: center;">24 hours</td> <td style="text-align: center;">Every 4 hours until resolution</td> </tr> <tr> <td style="text-align: center;">III</td> <td style="text-align: center;">8 hours</td> <td style="text-align: center;">5 business days</td> <td style="text-align: center;">Every 1 Business Days after the first update</td> </tr> </tbody> </table>	Severity Level	Response Time	Maximum Fix Time	Progress Reports/Update	I	30 minutes	2 hours	Every 30 minutes until resolution	II	60 minutes	24 hours	Every 4 hours until resolution	III	8 hours	5 business days	Every 1 Business Days after the first update	
Severity Level	Response Time	Maximum Fix Time	Progress Reports/Update															
I	30 minutes	2 hours	Every 30 minutes until resolution															
II	60 minutes	24 hours	Every 4 hours until resolution															
III	8 hours	5 business days	Every 1 Business Days after the first update															
3	The solution offered should provide Push and Pull based SMS services. For providing these services, the offered solution should be seamlessly integrated with SAP and other custom developed applications at BPCL.																	
4	SMS services is to be provided for the period of minimum 5 years from the date of awarding purchase order or offer letter to successful bidder. BPCL can also increase or decrease the scope of services during the period of contract with a notice of 30 days.																	

5	The solution offered should integrate with applications at Primary and Disaster Recovery (DR) sites of BPCL, including test setup without any restriction on number of source IP address / no. of host. Also, Vendor should have test server / Simulator to test any upgrade, migration and integration scenario.										
6	Bidder should have a Disaster Recovery solution to meet any disaster to enable the continuation of SMS services supporting critical business functions										
7	The solution provider should ensure that the all data communication happens through secured channel with minimum support for TLS 1.2.										
8	Solution provider should support caller defined identifier as per BPCL to uniquely identify the message sent and subsequent delivery update.										
9	The bidder should have direct arrangements with multiple telecom service providers for delivery of outgoing/incoming SMS Alerts for PUSH and PULL service to/from national mobile subscribers (subscribers of telecom operators including but not limited to BSNL, MTNL, Reliance, Airtel, Vodafone, Idea .) and international mobile subscribers as well										
10	Bidder to ensure that SMS message whose content exceeds 160 characters for English and 70 character for regional languages, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset.										
11	Bidder should have provision to provide at least two leased line connectivity to BPCL in case BPCL desire to have a direct connectivity with bidder.										
12	The bidder should have the facility of online filtering of the DND numbers on real time basis.										
13	The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the BPCL and deliver the alerts as per the SLA defined. Bidder should provide different accounts for different priority SMS.										
	<table border="1"> <thead> <tr> <th>SMS Category</th> <th>Description</th> <th>Delivery time</th> </tr> </thead> <tbody> <tr> <td>OTP</td> <td>Higher Priority alerts</td> <td>Within 15 seconds</td> </tr> <tr> <td>Transactional</td> <td>Transactional/Batch SMS in real time</td> <td>Within 30 seconds</td> </tr> </tbody> </table>	SMS Category	Description	Delivery time	OTP	Higher Priority alerts	Within 15 seconds	Transactional	Transactional/Batch SMS in real time	Within 30 seconds	
SMS Category	Description	Delivery time									
OTP	Higher Priority alerts	Within 15 seconds									
Transactional	Transactional/Batch SMS in real time	Within 30 seconds									

	<table border="1"> <tr> <td>Promotional</td> <td>Promotional SMS in BULK minimum batch size of 10 lacs SMS.</td> <td>Within 120 minutes</td> </tr> <tr> <td>International SMS</td> <td>International Transactional SMS</td> <td>Within 30 seconds</td> </tr> </table>	Promotional	Promotional SMS in BULK minimum batch size of 10 lacs SMS.	Within 120 minutes	International SMS	International Transactional SMS	Within 30 seconds	
Promotional	Promotional SMS in BULK minimum batch size of 10 lacs SMS.	Within 120 minutes						
International SMS	International Transactional SMS	Within 30 seconds						
14	The bidder should ensure that duplicate/multiple SMS are not delivery to the recipients							
15	The solution offered should be a multilingual messaging solution supporting all Indian languages							
16	The bidder's solution should offer configurable mechanism in terms of number of retries and time duration for each retry for messages that cannot be delivered immediately.							
17	It will be the responsibility of the Bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.							
18	DND compliance will be the responsibility of the Bidder/Service Provider. Any financial liability or legal litigation arising out of DND compliance will be the responsibility of the bidder.							
19	BPCL will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for BPCL.							
20	The solution offered should be scalable to meet the requirements of the BPCL for the next 5 years from the date of award of contract.							
21	Any compliance issues, security vulnerability reported in regular security assessment and system audit should be addressed without any cost.							
Mobile Originated (MO)-Pull SMS								
22	Bidder should provide easy to remember codes (GVN) for the use of BPCL, which can be used for providing PULL SMS services to its customer both in							

	India and abroad through all the telecom operators across the globe on 24x7x365 basis.	
23	For enabling PULL SMS facility, bidder has to migrate/transfer the existing GVN from incumbent operator to BPCL and manage during contract period. Apart from the existing GVN, bidder has to provide alternative (additional) GVN as per BPCL requirement.	
24	Solution provided should support unlimited number of keywords and should also support all Indian language as keyword.	
25	GVN allotted should be unique for BPCL and the same should not be used by other entities across the globe, other than BPCL.	
27	BPCL will share its Webhook endpoint on which bidder/service provider will be required to forward all incoming SMS to BPCL in BPCL desired format containing keyword, message and mobile no.	
28	<p>Bidder must use Web hooks to send HTTP Callbacks to BPCL’s endpoint, as soon as a user sends an SMS to GVN for BPCL. And provided Web hooks should comply with below Points.</p> <ul style="list-style-type: none"> a. It MUST use HTTP POST. b. It MUST have a queuing mechanism to ensure guaranteed delivery. c. It MUST use HTTPS for communication. d. It MUST support at least 1 of following standard authentication mechanisms: <ul style="list-style-type: none"> i. JWT or similar Bearer Authentication. ii. Custom API/shared key, passed in HTTP Header. e. MUST have provisions to send Web hooks for different keywords to different endpoints. f. MUST support at least 1 of the following Content-Types – pre-determined by caller (BPCL): <ul style="list-style-type: none"> i. application/JSON ii. Application/x-www-form-urlencoded. 	
Mobile Terminated (MT)-Push SMS		
29	The bidder should have the capability to interface with any of BPCL applications (SAP/Non-SAP) on a future date without any cost. The SMS Services should have the capability to meet this requirement without any change in its functionality.	

30	The solution offered should provide the SMPP and REST HTTPS-API for sending SMS.	
31	Bidder should support SMPP 3.4 protocol or later version.	
32	Sender ID allotted should be unique for BPCL and the same should not be used by other entities across the globe, other than BPCL.	
33	Solution should support UNLIMITED sender ID as per BPCL business requirement.	
34	BPCL defined dynamic tag should be used while sending SMS for grouping and analysis of SMS.	
35	Solution provided by the bidder should be compatible with standard UNICODE for exchange of messages in regional languages.	
36	The bidder should be capable of providing real time automatic message received time, delivery report/acknowledgement for last mile delivery (on the mobile handset of the customer/end user) of each SMS along with status and time stamp.	
37	The bidder should provide API and Webhook for passing delivery report of SMS sent using HTTPS. The delivery information should have last mile delivery (on the mobile handset of the customer/end user) of each SMS along with status code/description and time stamp.	
38	All APIs whether for SMS Sending/ Delivery Report should adhere to below General And Specific requirements	

1. General Requirements: All APIs MUST fulfil following requirement:

- A. MUST be a REST API.
- B. MUST use HTTP standard status codes e.g. 200 for success, 400 for bad requests, 500 for server errors etc. instead of custom-made, non-standard codes e.g. 1 = success, 2 = failure, 3 = bad request codes.
- C. MUST use HTTP GET and HTTP POST appropriately, e.g. SMS sending MUST NOT be an HTTP GET operation.
- D. MUST have at least 1 of following standard authentication mechanisms apart from IP restriction:
 - Basic Authentication
 - JWT or similar Bearer Authentication.
 - Custom API/shared key, passed in HTTP Header.

Note: Just IP restriction will NOT be considered as an authentication/authorization method.
- E. MUST accept at least 2 of the following Content Types – determined via “Content-Type” header by caller (BPCL):
 - i. application/JSON
 - ii. application/XML
 - iii. application/x-www-form-urlencoded.
- F. MUST API have response in at least 2 of following Content-Types – determined via “Accept” header by caller (BPCL):
 - IV. application/JSON
 - V. application/XML
 - VI. application/x-www-form-urlencoded.
- G. MUST have well-written online documentation for all the supported operations with sample code in C#, JAVA, NodeJs and other major programming languages.

2. SMS Sending API: In addition to above general requirements, it should follow below requirements

	<p>B. MUST return at least 1 or more identifier(s) which can later be used to get delivery status of that particular SMS request.</p> <p>3. Multiple SMS Sending API: In addition to above mentioned general requirements, it should follow below requirements</p> <p>B. MUST have provision to send multiple SMS in 1 request, where different SMS can be sent to different mobile numbers.</p> <p>4. SMS Delivery API: In addition to above mentioned general requirements, it should follow below requirements</p> <p>a. MUST have provision to get on-demand delivery statuses by various parameters included but not limited to:</p> <ol style="list-style-type: none"> 1. Identifier returned in SMS Sending APIs 2. Date 3. Mobile Number 4. Account Id/Group Id <p>b. MUST support Webhooks to notify as soon as delivery status changes for a particular SMS, essentially supporting PUSH architecture instead of polling</p> <p>c. MUST return reason for failure/delay in case of failure/delay.</p>	
SMS Dashboard, Reporting and Billing		
39	The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, no of failed messages (with reasons for failure), invalid mobile numbers, number of push/pull messages sent	
40	The solution should provide a facility to track usage of individual / multiple Account (Account as configured depending on various applications used by BPCL).	
41	Solution should provide a portal ID for each account with a facility to upload bulk transactional and promotional SMS.	

42	The solution should provide a facility to maintain overall limits for an account against which maximum No. of SMS consumed will be validated. It should also have a facility to send an email alert at 80%, 90% and at 100 % consumption of limit to identified BPCL administrator.	
43	The solution should be capable of generating detailed report in Excel/PDF and any other format specified by the BPCL. The software should be capable of providing the Mobile-wise, Date-wise, Account-Wise, Protocol-Wise, transaction based reports, Short code wise, aggregated reports per account. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS alert along with status description.	
44	<p>Bidder to maintain the data with regard to SMSs sent for at least 1 Year. The data maintained should have the following minimum fields:</p> <ul style="list-style-type: none"> Mobile Number/MSISDN Complete Message text SMS Language Message Category Bearer (GSM/CDMA) Operator Circle National/International Sender Name/ID Date/time of SMS received at the gateway Date/time of SMS send to the operator Date/time of SMS delivered to the end subscriber Final Status of the SMS Status description <p>Bidder should retrieve and provide the required data to BPCL as and when requested.</p>	
45	Bidder should store all data in secured encrypted format to avoid unauthorized access.	
46	The bidder should have a ticketing mechanism for logging and tracking all the complaints raised by BPCL.	
47	Successful bidder will raise the invoice against messages successfully delivered, undelivered messages will not be taken for billing.	

48	Online mechanism in real time mode has to be provided for SLA enforcement with regard to uptime of Push/Pull SMS Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis.	
49	Bidder should meet BPCL Administrator at least once in a quarter at BPCL office to review the system/process/services/support rendered and take required corrective measures if required.	

Signature and Seal of the Company

Annexure – 4 (Commercial Bid)

Commercial Bid

Name of the Bidder:

Name & Address of the Company:

Format for Commercial Bid

All figures must be in Indian Rupees

Global Virtual Number (GVN) for Mobile Originated (MO) PULL SMS service							
Line Item	Description	UOM(Unit of Measurement)	HSN / SAC	Unit Price in INR Ex. Tax	% Tax Applicable	Quantity #	Total Price in INR Ex. Tax
10	Migration of existing GVN	Lump sum				1	
20	Management and maintenance of migrated GVN	Monthly				60	
30	New GVN from alternative telecom service provider	Lump sum				1	
40	Management and maintenance of new GVN	Monthly				60	
SMS within India (Domestic)							
Line Item	Description	UOM(Unit of Measurement)	HSN / SAC	Unit Price in INR Ex. Tax	% Tax Applicable	Quantity #	Total Price in INR Ex. Tax
50	OTP	Each				154400000	
60	Promotional	Each				1685800000	
70	Transactional	Each				2027000000	
SMS International							
Line Item	Description	UOM(Unit of Measurement)	HSN / SAC	Unit Price in INR Ex. Tax	% Tax Applicable	Quantity #	Total Price in INR Ex. Tax
80	International	each				17500	

These volumes are only estimates as per present projections per annum and BPCL do not guarantee this volume of business.

- a) L1 will be decided based on the grand total arrived for domestic and international SMSs.
- b) This RFP is for deciding per SMS cost and above multiplying factors is only estimates as per present volumes per annum; BPCL does not guarantee these volumes of business.

Annexure – 5 (Pre signed Integrity Pact) : Uploaded on Eproc Portal Separately

Non-Disclosure Agreement

This Agreement is made as of the ----- 2019 between **BHARAT PETROLEUM CORPORATION LTD. (BPCL)** a Government of India Enterprise, having its registered office and Corporate office at Bharat Bhavan , 4&6 , Currimbhoy Road , Ballard Estate , Mumbai -400001 **hereinafter referred as First Part** which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s -----
----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at -----
herein after called “-**Second Part** ” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the business purpose of this particular project as specified in **Exhibit A** (the “Business Purpose”), **M/s-----**
----- recognize that there is a need to disclose certain information, as defined in para 1 below, to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of First Part’s disclosure of such information, Second Part agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by First part to Second part, including information which the disclosing party identifies in writing or otherwise as Confidential before or **within thirty days** after disclosure to the receiving party (“Confidential Information”).

Confidential Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to other part by first part for and during the Purpose, which disclosing party considers proprietary or confidential (“Information”). Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means by other part (hereinafter referred to as the receiving party) by the First Part (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- i.e. Second Part -----hereby agreed that during the Confidentiality Period:

a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project **as defined in exhibit A**, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

b) Upon the disclosing party’s request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.

3. The foregoing restrictions on each party’s use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:

a) Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

- b) Has become generally available to the public without breach of confidentiality obligations of the receiving party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of Recipient or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or
 - c) Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure and receiving party declare of possession of such confidential information within a day upon such disclosure by disclosing party ; or
 - d) Pursuant to a court order or is otherwise required by law to be disclosed', provided that Recipient has notified the disclosing party immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing party a reasonable opportunity and co-operate with disclosing party to contest or limit the scope of such required disclosure including application for a protective order.
 - e) Is disclosed with the prior consent of the disclosing party; or
 - f) The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Receiving party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval and exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Receiving party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Receiving party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, receiving party agrees that the disclosing party will have the right to obtain an immediate injunction

enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by disclosing party to make any purchase or sale, or to enter into any additional agreement of any kind.

8. Disclosing party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

9. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

10. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

11. With regard to the confidential information of M/s _____ disclosed to BPCL, BPCL agrees to comply with all the obligations of receiving party mentioned in this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

M/S _____

BHARAT PETROLEUM CORPORATION LIMITED

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Designation: _____

Designation: _____

Exhibit A

1. **Business Purpose:**
.....

2. **Confidential Information of M/s** _____

All communication/ information submitted to the BPCL relating to the proposal of M/s _____ for the purpose of procurement and subsequent integration with existing infrastructure of BPCL, marked as confidential.

3. **Confidential Information of BPCL:**

- a) All details relating to architecture and other Network infrastructure details of BPCL etc.
- b) All information shared in oral or in written form by BPCL with M/s _____.
- c) Any information desired by M/s _____ shall be justified for.
- d) Information downloaded or taken in physical form shall be returned/ destroyed after use and not copied.
- e) Draft Technical specifications for the various projects and Tender documents for the same.

BPCL: _____

M/s-----

Signed

Signed

Annexure – 7 (BANK GUARANTEE) : Uploaded on Eproc Portal Separately

Annexure – 8 (Agreement for SMS service)

AGREEMENT FOR SMS Service

This Agreement for SMS Service (“Agreement”) made on this ____ day of _____ 2019

BETWEEN

M/s. Bharat Petroleum Corporation Limited, a company registered and having its registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400001 and hereafter referred to as “BPCL” which expression shall mean to include its divisions, affiliates, associate companies, successors and assigns of the ONE PART;

AND

_____ Limited, a public company incorporated under the provisions of the Companies Act, 1956, and having its registered office at _____, India, and hereinafter referred to as “_____”, which expression shall mean to include its divisions, affiliates, associate companies, successors and assigns of the OTHER PART:

WHEREAS

1. _____ is, in the business of providing telecommunication and related services.
2. BPCL is, in the business of Oil refining, exploration and marketing
3. BPCL has floated RFQ to procure SMS services

4. _____ has agreed to provide SMS Service and BPCL has agreed to engage _____ for such Services on a non-exclusive basis based on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSTH

1. Business Purpose and Scope of Service

- 1.1 _____ shall provide SMS Service as given in Annexure – 9.

2. Terms

- 2.1 This Agreement is deemed to have commenced from the _____, **2019** and shall be in force for a period of 5 years unless terminated in accordance with the provisions hereunder.

3. Definitions:

- 3.1 “Inventions”: shall include copyright material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets created under this Agreement.
- 3.2 “Intellectual Property Rights”: shall mean patent rights, rights of priority, mask work rights, copyrights, moral rights, trade secrets, know-how and any other form of intellectual property rights, any other protected rights or assets and any licenses and permissions in connection therewith, trademarks, trade names, logos, service marks, designs and other designations of source, recognized in any country or jurisdiction of the world, and whether or not registered or able to be registered and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- 3.3 Disclosing Party means party disclosing information.
- 3.4 Receiving party mean party receiving information.
- 3.5 Confidential data means all business related data received from BPCL system for SMS service purpose.

4. Consideration

4.1 In consideration for the Services rendered by _____, BPCL shall pay to _____ such sums for the term of this Agreement, as per Annexure – 8 attached herewith. The payment will be subject to withholding tax in accordance with the relevant tax provisions existing at the time of payment.

4.2 The fees referred in Annexure 9 is exclusive of taxes and duties, if any.

4.3 Such payment shall be made on a monthly basis as mentioned in Annexure – 9, on the basis of an invoice raised by _____ and shall be paid by BPCL within Thirty (30) days of receipt of a correct invoice.

5. Rights & Ownership

5.1 All Services rendered by _____ under this Agreement, the process of implementation of Services and the outcome of such Services including but not limited to written materials manifested in programs, documentation design, business methods, disks, and tapes shall belong to BPCL.

5.2 _____ warrants that it will ensure that none of its personnel or agents brings any third party confidential information or materials containing third party intellectual property rights to BPCL premises, unless _____ is legally licensed to do so. _____ further agrees that it will not use any proprietary property of _____ or any third party in providing the Services, unless, agreed by BPCL in writing.

5.3 All the Intellectual Property Rights in any Inventions conceived, made or discovered by _____ under this Agreement will be solely owned by BPCL. _____ acknowledges that all Inventions are work made for hire and is the property of BPCL, including any copyrights, patents, or other Intellectual Property Rights pertaining thereto.

5.4 Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations outside of this Agreement (collectively, "Pre-existing Works").

6. Confidential Information

6.1 Parties acknowledge that by virtue of this Agreement, Receiving party shall have access to proprietary and Confidential Information of disclosing party. As used herein, the term “Confidential Information” means as used in this Agreement shall mean and include any and all technical and non technical information.

6.2 It shall not be treated as breach of confidentiality obligations if disclosure is required under the operation of any law in force, or requirement of a governmental agency or the order of a court, only to the extent that such disclosure is legally enforced. Provided, the receiving party shall promptly give a written notice to the disclosing party so that the disclosing party may seek an appropriate protective order.

6.3 _____ acknowledges that the Confidential Information may include price sensitive information and hence agrees that the price sensitive information shall not be used for trading on BPCL shares in any stock exchanges, either directly or indirectly, all in conformity with Indian law.

6.4 Receiving party agrees to: (a) preserve and protect the Confidential Information, at all times, by using the same degree of care but no less than a reasonable degree of care as the receiving party uses to protect its own confidential information of like importance; (b) prevent the theft and/or the unauthorized copying, reproduction or distribution of the Confidential Information; (c) refrain from using the Confidential Information except as contemplated herein; and (d) not disclose the Confidential Information to any third party except to employees as is reasonably required under this Agreement (and only subject to binding use and disclosure restrictions at least as restrictive as those set forth herein executed in writing by such employees).

6.5 At all times during the performance of the Services, _____ shall abide by all applicable BPCL’s security rules, policies, standards, guidelines and procedures. _____ agrees that before any of its employees may be given access to the Confidential Information, each such employee shall agree, in writing, to be bound by the term

of this Agreement and such rules, policies, standards, guidelines and procedures, however, no personally indemnities may be given by such employees.

- 6.6 The parties hereto agree not to disclose, without the other party's prior written consent, to any third party and to keep confidential, the terms and conditions of this Agreement, any amendment hereof, and any exhibit, attachment or appendix hereof. Parties may, without prior written consent, disclose the existence and/or terms of this Agreement to its legal and financial advisors.
- 6.7 The receiving party agrees not to, in whole or in part, sell, lease, license, assign, transfer or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as required to render Services under this Agreement.
- 6.8 The obligations of confidentiality under this section shall survive termination or expiration of this Agreement for a period of five (5) years.
- 6.9 The receiving party shall promptly within five (5) days, return or destroy, in accordance with the disclosing party's direction, all Confidential Information with all copies thereof upon completion of Services; or upon termination or expiration of the Agreement; or upon request by the disclosing party. In the case of destruction, the receiving party shall certify destruction of the same, within five (5) days from the date of destruction of the Confidential Information.
- 6.10 The receiving party acknowledges that the disclosing party shall have the right to take all reasonable steps to protect its Confidential Information including, but not limited to, injunctive relief and any other remedies as may be available at law or in equity in the event the receiving party does not fulfill its obligations under this Section 8.
- 6.11 The receiving party agrees to fully compensate the disclosing party for any damage and expense the disclosing party incurs directly or indirectly due to the breach of this clause by the receiving party or any of its employees/ authorized personnel.

7. Limitation of Liability

- 7.1 Except for liabilities arising on account of breach of the confidentiality obligations under Section 8, any third party intellectual property rights infringement claims arising out of acts or omissions of defaulting party and any personal injury including death and any damage to property, as to which there shall be no limit. _____'s liability under this Agreement will be limited to actual direct damages to the extent caused solely by the acts or omissions of _____ subject to a maximum liability of the amounts paid by BPCL, under this Agreement.
- 7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED IN THIS AGREEMENT BETWEEN THE PARTIES, NEITHER PARTY SHALL, IN ANY EVENT, REGARDLESS OF THE FORM OF CLAIMS, BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, AND LOSS OF INCOME OR PROFITS, IRRESPECTIVE OF WHETHER IT HAD AN ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES; OR (2) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE YEAR BEFORE INSTITUTION OF ADVERSARIAL PROCEEDINGS THEREON.

8. Termination

- 8.1 Either party, forthwith, on the happening of the following events may terminate this Agreement –
- a. A party is declared bankrupt, or insolvent by a court of competent jurisdiction, or a party initiates a proceeding for its reorganization, receivership, insolvency or other similar proceedings; or
 - b. A breach of the obligations hereunder and such breach is not corrected within 30 (Thirty) days of the notice intimating such breach.
- 8.2 BPCL shall have the right to exit the contract at the end of every year with a prior notice of 60 days, with a due reasoning of such exit.
- 8.3 On the termination, Parties shall surrender all the Confidential Information, data and material, including copies thereof in any form/medium, then belonging to other party which are under its control and/or possession.

8.4 On the termination of this Agreement, _____ shall be entitled to all sums that are due for Services rendered prior to the date of termination.

1. Force Majeure

9.1 Neither party shall be liable for any loss, damage, injury or delay due to any cause beyond its control including (without prejudice to the generality of the foregoing expression) Acts of God, Acts of the state, strikes, lockouts, fire, lightning, air, accidents, explosions, riots, civil commotion, Acts of War, malicious mischief or theft by third parties.

9.2 Any failure or delay by a party in performance of its obligations under this Agreement owing to one or more of the foregoing causes shall not be considered a breach of this Agreement, provided upon the occurrence of any of the foregoing events, the party affected shall promptly notify the other party and provide relevant proof thereof.

10. Relationship of Parties

It is clearly understood that the relationship of the parties is that of independent contractors. Neither party shall be deemed to be legal representative or agent of the other. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

11. Jurisdiction

This Agreement shall be governed by the laws of India. This Agreement shall be subject to the jurisdiction of the Courts in Mumbai.

12. Arbitration

Any difference or dispute or claim arising out of this Agreement shall be referred to senior management of the parties for resolution. If resolution is not possible then such dispute shall be referred to binding arbitration under the Indian Arbitration and Conciliation Act, 1996. The award given by arbitrators shall be final and binding on the parties. Arbitration shall be carried out at Mumbai, in English.

13. General

13.1 Amendments - Any amendments or modifications to this Agreement shall be valid and binding on the parties only if made in writing and signed on behalf of both the parties, by their respective authorized signatories.

13.2 Survival – Rights and obligations which have accrued at the time of termination or expiry of this Agreement shall survive even after the termination or expiry of this Agreement and any provisions hereof which, by their nature are intended to survive this Agreement, will so survive.

13.3 Notices – Any notice or communication required to be given under this Agreement shall be in writing at the addresses shown below by one of the following methods: hand delivery; prepaid registered mail; nationally-recognized private express courier; cable, telegram or facsimile. Notices will be deemed given on the date when hand delivered or transmitted by facsimile, five (5) working days after being sent by express mail or nationally-recognized private express courier, and fifteen (15) working days after being sent by registered or certified mail.

If to BPCL –

Bharat Petroleum Corporation Limited
IIS Department,
Bharat Bhavan II, 4&6 Currimbhoy Road,
Ballard Estate, Mumbai, INDIA - 400001
Attention:

If to _____

13.4 Entire Agreement - This Agreement, together with the Annexures hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and no subsequent alterations, amendments, changes or additions hereto shall be binding and valid unless agreed to in writing and signed by each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective authorized representatives.

ACCEPTED AND AGREED TO:

For _____

For BPCL

Annexure – 9 (Scope of Work)

Scope of Work

This Statement of Work (“SOW”) dated _____, 2019 is entered into pursuant to that certain Master Services Agreement executed by _____ Limited (“_____”) and Bharat Petroleum Corporation Limited (“BPCL”) effective as of _____, 2019.

The list of the resources requirement is as follows:

_____ shall provide the required SMS Service to BPCL. Approximate SMS Volume per annum based on the current usage is given below:

SMS within India (Domestic)			
SMS Category	Description	Delivery time	Estimated quantity #
OTP	Higher Priority Real Time SMS	Within 15 seconds	154400000
Promotional	Promotional SMS in BULK (Minimum batch size of 10 lakhs)	Within 120 minutes	1685800000
Transactional	Transactional/Batch SMS in real time	Within 30 seconds	2027000000

SMS International			
SMS Category	Description	Delivery time	Estimated quantity #
International SMS	International transactional SMS	Within 30 seconds	17500

Global Virtual Number (GVN) for Mobile Originated (MO) PULL SMS service			
Line item	Description	Delivery time	Estimated quantity #
Migration of existing GVN	Migration of existing GVN (9223112222) to BPCL which includes transfer of account to BPCL, one time setup cost and other costs if any.	Must be completed by the successful bidder under BPCL account within 12 hours of closure of services by existing SMS service provider.	1

Management and maintenance of migrated GVN	Monthly management charge of migrated GVN which includes all costs like monthly rental charges, maintenance cost, administrative cost, service cost and other charges if any.		60
New GVN from alternative telecom service provider	Procurement of new GVN includes procurement of new GVN from alternative operator which includes transfer of account to BPCL, one time setup cost and other costs if any.	Must be completed by the successful bidder under BPCL account within 5 days of request from BPCL.	1
Management and maintenance of new GVN	Monthly management charge of migrated GVN which includes all costs like monthly rental charges, maintenance cost ,administrative cost ,service cost and other charges if any		60

These volumes are only estimates as per present projections per annum and BPCL do not guarantee this volume of business.

General Conditions

Termination of Contract:

BPCL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Bidder, terminate the Agreement for services in whole or in parts:

- a) If the Bidder fails to deliver either the whole or part of the services as defined in scope of work within the time period(s) specified in the agreement or any extension thereof granted by BPCL
- b) If the Bidder, in the judgement of the BPCL, has engaged in fraudulent and corrupt practices or acted with mala fide intentions in competing for or in execution of the Contract.
- c) For convenience the notice period shall be 30 days.
- d) In the event BPCL terminates the Agreement in whole or in part, as per the above excluding for convenience period, BPCL may procure the services form anyone in such manner as it deems appropriate. It will be done at the risk and cost of the Bidder. However, the Bidder shall continue performance of the Contract to the extent not terminated.

e) In case Bidder is not able to fulfill the contractual commitments, then BPCL may decide to terminate the contract at its discretion and may not engage the bidder in future BPCL projects.

Payment Terms

- a) On submission of bills. Payment will be made within 30 days from the date of receipt and acceptance of the bills.
- b) Payment will be done by Electronic Fund Transfer based on submission of bills / invoices duly certified by BPCL. Bidder needs to submit the Bank Mandate in prescribed format to BPCL along with PAN No details. While making payments, taxes as applicable will be deducted.
- c) Please note that variation, if any, during the contract period in the rates for statutory levies/taxes will be allowed only on submission of documentary evidence from the Government/Statutory authorities and its acceptance by the BPCL.

Penalty

Delay in delivery of Push Type SMS Alerts

The SMS sent by the BPCL will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the BPCL shall attract penalty as follows:

Particular	Penalty
Any SMS Alert not delivered due to any technical fault/failure on the part of bidder/telecom operator	10 times of per SMS cost of the respective category
OTP SMSs delivered after 15 seconds	5 times of per SMS cost of the respective category
Transactional SMSs delivered after 30 seconds.	5 times of per SMS cost of the respective category
Promotional SMSs delivered after 120 minutes.	5 times of per SMS cost of the respective category
International transactional SMSs delivered after 30 seconds.	5 times of per SMS cost of the respective category

If SMS alert delivery failure is 10% and above for consecutive two months, BPCL may invoke performance bank guarantee.

Failure to maintain uptime for Push and Pull Type SMS Alert Service

BPCL expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

Uptime/Availability	Penalty on Monthly basis
<99.9% upto 99%	2% of the monthly bill of respective month
<99% upto 98%	5% of the monthly bill of respective month
<98% upto 97%	8% of the monthly bill of respective month
<97%	10% of the monthly bill of respective month.

If uptime of services provided by bidder to BPCL as per the RFP for SMS alert delivery is less than 97% for two consecutive months, BPCL may invoke performance bank guarantee.

OTHER CONDITIONS

Bank Guarantee (BG)

- d) Within 30 days of the receipt of notification of award from the BPCL, the successful bidder shall furnish the performance security in form of a Bank Guarantee for an amount of 10% of the estimated annual contract value valid for the contract period.
- a) The BG shall be denominated in Indian rupees and shall be a bank guarantee in favour of Bharat Petroleum Corporation Ltd. from a scheduled bank in India.
- b) The proceeds of the BG shall be payable to BPCL as compensation for not meeting the contractual obligations by the bidder under this bid. BPCL shall as soon as practicably possible notify the bidder in writing of its invocation of its right to receive such compensation, indicating the reasons for which the bidder is in default.
- c) Unless invoked pursuant to above conditions the BG shall be discharged by BPCL and returned to the bidder at the end of the PO period.
- d) At no time during the pendency of the resultant agreement shall the bidder allow the BG to expire. Expiry during the term of the resultant agreement shall be a ground for termination of the Contract.

Contract Duration: Total duration of the contract– 5 years

Commercial

Price

- d. Prices quoted shall remain firm and binding (without any escalation whatsoever) for a period of five years.
- e. However, In case of any upward escalation in interconnection fees, bidder has to provide certificate from TRAI/Government/Government Agencies clearly indicating the revised fees. The certificate should also mention that the new fees are applicable for transactional, promotional messages and are uniformly charged by service providers.
- f. In case of any downward revision in interconnection fees due to any reason, bidder shall pass on the benefit to BPCL with immediate effect.

Global Virtual Number (GVN) for Mobile Originated (MO) PULL SMS service							
Line Item	Description	UOM(Unit of Measurement)	HSN / SAC	Unit Price in INR Ex. Tax	% Tax Applicable	Quantity #	Total Price in INR Ex. Tax
10	Migration of existing GVN	Lump sum				1	
20	Management and maintenance of migrated GVN	Monthly				60	
30	New GVN from alternative telecom service provider	Lump sum				1	
40	Management and maintenance of new GVN	Monthly				60	
SMS within India (Domestic)							
Line Item	Description	UOM(Unit of Measurement)	HSN / SAC	Unit Price in INR Ex. Tax	% Tax Applicable	Quantity #	Total Price in INR Ex. Tax
50	OTP	Each				154400000	
60	Promotional	Each				1685800000	
70	Transactional	Each				2027000000	
SMS International							
Line Item	Description	UOM(Unit of Measurement)	HSN / SAC	Unit Price in INR Ex. Tax	% Tax Applicable	Quantity #	Total Price in INR Ex. Tax
80	International	each				17500	

For the purpose of billing, the cost per SMS will be derived and the actual will be paid.

Annexure – 10 (Compliance check list)

Check List Compliance

Sr. No.	Documents	Submitted in Bid (Yes/No)
1	Earnest Money Deposit as specified in this document	
2	A letter on bidder’s letterhead mentioning the following: a) Details of EMD submitted, technical competence and experience of the bidder. b) Certifying that the period of the validity of the bids is 180 days from the target date of submission of bid, and c) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid	
3	Letter of Authority/Power of attorney on bidder’s letter head from Authorized Signatory of the company to sign and submit the bid, along with the Board Resolution	
4	Compliance Statement as per Annexure - 1 on bidder’s letter head	
5	Bid Qualification Criteria as per Annexure - 2	
6	Technical Bid Qualification as per Annexure - 3	
7	Commercial Bid as per Annexure - 4	
8	Integrity Pact as per Annexure - 5	
9	Non-Disclosure Agreement as per Annexure - 6	
10	Bank Guarantee format for Earnest Money Deposit as per Annexure - 7	
11	Agreement for SMS Service as per Annexure - 8	
12	Scope of work as per Annexure - 9	
13	To be enclosed by the bidder - List of domestic telecom operators with whom the bidder has tie-up for delivery of domestic alerts. Copy of agreements/certificates or other documentary evidence to be enclosed	
14	To be enclosed by the bidder - List of International Operators/ Aggregators and their respective countries with which the bidder has tie-up for delivery of international alerts. Copy of agreements/certificates or other documentary evidence to be enclosed	
15	In case the delivery of SMS alerts is not possible in any country or area within that country due to govt. restrictions or some other reason(s), the same should be mentioned with reasons clearly be specified in compliance statement	

16	Registration certificate from TRAI to be submitted for telemarketing along with the technical bid	
17	Copy of ISO 27000 certificate	