

RESPONSE TO THE QUERIES ON T NO - 333- "Procurement of SMS (Push and Pull) , E-mail , Web and App push notifications , WhatsApp notifications, voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's."

S No	RFP Page	RFP Point/ Section	Clarification point as stated in the EFP document	Category of Comment/ "Error & Omission"/ Suggestion/ Deviation/ Query	Bank Comment
1	10	3.I.b	For Enabling PULL SMS facility, the bidder will be required to provide long codes, short codes and virtual Mobile Numbers (VMN) for missed call facility as per requirement for the use of the Bank, for receiving incoming SMSs in predefined formats from its customers. Further the bidder should also have the option of utilizing the existing VMN number provided by the bank.	1. Since the Short code are operator specific, we would seek bank's support here. 2. Existing VMNs could be used post porting.	Bidder has to aquire existing Missed call (VMN) . Required Bank support would be provided.
2	10	3.I.e	Integration with various application like CRM, SDR, LLM, EFRMS and other will be without any additional cost.	More clarity on the applications.	Bidder should integrate their SMS gateway to various applications of the Bank without additional cost.
3	10	3.I.f	Solution should be able to support integration with social networking platforms like Twitter, WhatsApp, Instagram, Facebook etc.	Please explain the support required.	Bidder has to provide API to integrate with social networking platforms. Bidder should have direct integration with these platforms for sending messages and should not be a reseller.
4	10	3.I.h	The bidder has to ensure SMS message whose contents exceeds 160 characters should be delivered as a single message on receiver's handset, unless there is dependency of the same on the receiver's mobile handset	Character length greater than 160 in English and 70 in Unicode would be treated as 2.	If SMS content exceeds 160 characters in English and 70 in Unicode it would be treated as 2 message for commercial pupose, however it should be delivered to the customer as single message.
5	11	3.I.o	The vendor has to provide the backup of all the SMS logs in readable and downloadable format through DVD/ or bidder's own SFTP arrangement on monthly basis along with the invoice, as per the format (Annexure 15) provided by the Bank.	The DLRs of all the messages except Promotional are shared real time.	Bidder has to provide backup of SMS log in desired format through SFTP or media.
6	11	3.I.P	Approval of templates from Telecom Regulatory Authority of India (TRAI) whenever any adhoc promotional/ alert messages are to be sent, same need to be made available through Dash Board.	Post DLT implementation, the enterprise/ bank has to self register all the templates.	Bank will whitelist the templates with help of succesful bidder.
7	12	3.II.b	The default SMS shall be sent in English however where ever the regional language flag is enabled the Bidder will have to convert the SMS to the regional language and send an SMS to the customer	I hope these would be pre-translated regional message and there would be no real time conversion.	Bank will send Pre- whitelisted and pre-translated messages
8	12	3.III.b	The data shall be provided to the Bidder over SFTP or needs to be collected from the Bank's concerned department.	What would be the file size and base count.	Depending upon content , maximum upto 400 MB

9	12	3.IV.a	Bank already provides the facility of Missed Call based enquiry to customers. The Bank's customer gives a missed call from his registered mobile number to the predefined number. On receipt of this call the service provider sends a request to Bank and Bank in response generates a SMS for the customer.	Will require bank's API for sharing the missed call details.	As soon as a missed call is received from the customer, the registered Mobile number from which the Missed call originated to be sent by the Bidder through API to Bank's CBS system within 3 seconds of receipt of the call. The consumption of the Mobile number will be taken care by the Bank.
10	12	3.V.b	Bank shall pass the e-mail ID of the customer in the request which shall be processed by the bidder and an e-mail in predefined template shall be sent to the customer.	From where and how we need to fetch the predefined template.	Bank will provide templates
11	13	3.VI.e	The Bidder shall arrange for conversion of the text message to voice and send the sample for approval.	Request bank to provide more clarity.	Bank will approve the text message after conversion into voice message
12	13	3.VI.f	The facility to send the alerts in regional languages should also be available.	This would be pre-recorded or real time?	Pre-whitelisted messages
13	13	3.VII.b	Integration of required API / SDK with various applications of Bank for Web and App based push notification will be done by bidder	More clarity required.	Bidder has to provide API / SDK to push web and App notifications
14	16	3.2.a	All the items mentioned under the Annexure-4 "Technical specifications" are mandatory and needs to be supplied and implemented within the time frame of 4 weeks from the date of acceptance of Purchase Order (PO)	Since it's a huge list of deliverables may we request an extension on the delivery time.	No change
15	46	5.23. LIQUIDATED DAMAGES	The Liquidated Damages (LD) shall be a sum equivalent to 1% of TCO amount of undelivered portion of contract for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or forfeiture of Bank guarantee. In this context Bank may exercise both right jointly or solely	Request Bank to amend clause as below: The Liquidated Damages (LD) shall be a sum equivalent to 0.5% of TCO amount of undelivered portion of contract for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 5% of the contract amount. Once the liquidated damages reach 5% of the contract amount, the bank may consider termination of the contract or forfeiture of Bank guarantee. In this context Bank may exercise both right jointly or solely	No change
16	16	3.2. PROJECT TIMELINES	All the items mentioned under the Annexure-4 "Technical specifications" are mandatory and needs to be supplied and implemented within the time frame of 4 weeks from the date of acceptance of Purchase Order (PO).	Since it's a huge list of deliverables may we request an extension on the delivery time from 4 weeks to 8 weeks	No change
17	16	3.3. PENALTY (e)	The proposed rate of penalty for non-compliance would be 1% of the value of the contract per completed week post the completion of given timeline of the project or & shall be maximum of 10% of the total cost of the Purchase Order from the finalized Bidder for the Bank	Request Bank to amend clause as below: The proposed rate of penalty for non-compliance would be 0.5% of the yearly value of the contract per completed week post the completion of given timeline of the project or & shall be maximum of 5% of the yearly value of the Purchase Order from the finalized Bidder for the Bank	No change

18	17	3.3. PENALTY (f)	<p>If the bidder fails to maintain guaranteed uptime and success percentage of 99.9% on monthly basis then Bank may impose penalty as per the table below.</p> <table><thead><tr><th>Service percentage</th><th>Penalty Amount</th></tr></thead><tbody><tr><td>From 99.9% to 100%</td><td>No Penalty</td></tr><tr><td>From 97 % to < 99.9 %</td><td>5% of total amount payable</td></tr><tr><td>From 95 % to < 97 %</td><td>10% of total amount payable</td></tr><tr><td>From 93 % to < 95%</td><td>15% of total amount payable</td></tr><tr><td>From 91 % to < 93%</td><td>20% of total amount payable</td></tr><tr><td>Less than 91 %</td><td>100% of total amount payable</td></tr></tbody></table>	Service percentage	Penalty Amount	From 99.9% to 100%	No Penalty	From 97 % to < 99.9 %	5% of total amount payable	From 95 % to < 97 %	10% of total amount payable	From 93 % to < 95%	15% of total amount payable	From 91 % to < 93%	20% of total amount payable	Less than 91 %	100% of total amount payable	<p>Request Bank to amend clause as below:</p> <p>If the bidder fails to maintain guaranteed uptime and success percentage of 99.9% on monthly basis then Bank may impose penalty as per the table below.</p> <table><thead><tr><th>Service percentage</th><th>Penalty Amount</th></tr></thead><tbody><tr><td>From 99.9% to 100%</td><td>No</td></tr><tr><td>From 97 % to < 99.9 %</td><td>1% of total amount payable</td></tr><tr><td>From 95 % to < 97 %</td><td>2% of total amount payable</td></tr><tr><td>From 93 % to < 95%</td><td>3% of total amount payable</td></tr><tr><td>From 91 % to < 93%</td><td>4% of total amount payable</td></tr><tr><td>Less than 91 %</td><td>5% of total amount payable</td></tr></tbody></table>	Service percentage	Penalty Amount	From 99.9% to 100%	No	From 97 % to < 99.9 %	1% of total amount payable	From 95 % to < 97 %	2% of total amount payable	From 93 % to < 95%	3% of total amount payable	From 91 % to < 93%	4% of total amount payable	Less than 91 %	5% of total amount payable	No change
Service percentage	Penalty Amount																																
From 99.9% to 100%	No Penalty																																
From 97 % to < 99.9 %	5% of total amount payable																																
From 95 % to < 97 %	10% of total amount payable																																
From 93 % to < 95%	15% of total amount payable																																
From 91 % to < 93%	20% of total amount payable																																
Less than 91 %	100% of total amount payable																																
Service percentage	Penalty Amount																																
From 99.9% to 100%	No																																
From 97 % to < 99.9 %	1% of total amount payable																																
From 95 % to < 97 %	2% of total amount payable																																
From 93 % to < 95%	3% of total amount payable																																
From 91 % to < 93%	4% of total amount payable																																
Less than 91 %	5% of total amount payable																																
19	32	5.4. INDEMNITY	Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly.	Notwithstanding anything under this terms and conditions, Bidder's total liability to the other for all claims, in the aggregate, under or in connection with this service order, whether in contract or in tort (including for breach of warranty, negligence and strict liability in tort), will be limited to an amount equal to the fees paid under this service order for the preceeding twelve(12) month period from the date of such claim.	No change																												
20	41	5.18. TERMINATION	The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving sixty (60) days prior written notice to the Bidder.	Termination on Convenience shall not be available. Termination shall only be on Default or Insolvency.	No change																												
21	46	5.23. LIQUIDATED DAMAGES	The Liquidated Damages (LD) shall be a sum equivalent to 1% of TCO amount of undelivered portion of contract for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or forfeiture of Bank guarantee. In this context Bank may exercise both right jointly or solely	Request Bank to amend clause as below: The Liquidated Damages (LD) shall be a sum equivalent to 0.5% of TCO amount of undelivered portion of contract for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 5% of the contract amount. Once the liquidated damages reach 5% of the contract amount, the bank may consider termination of the contract or forfeiture of Bank guarantee. In this context Bank may exercise both right jointly or solely	No change																												
22			General	Total penalty applicable under this contract shall not exceed 5% of the contract value.	No change																												

23	47	5.25. PERFORMANCE BANK GUARANTEE	The successful Bidder should provide a performance Bank guarantee for the contract period and additional 3 months for an amount equivalent to 10% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank in the format specified by the Bank within 30 days from the date of purchase order	Request Bank to amend clause as below: The successful Bidder should provide a performance Bank guarantee for the contract period for an amount equivalent to 3% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank in the format specified by the Bank within 30 days from the date of purchase order	No change
24	51	5.38	Notwithstanding anything contained hereinbefore and hereinafter, Bank shall not be liable in any manner for making any payment to any employee or agent of the successful Bidder (i) for the services rendered in and for Bank or for Bank by such employee or agent, as the case may be, towards performance of the contract to be entered into between Bank and the successful Bidder, on express or implied instructions of the successful Bidder, and (ii) for any claim accrued or claimed to have accrued in favor of such employee or agent arising due to such services and /or due to any consequences of such services as aforesaid, under any law.	The Customer shall indemnify Bidder against any and all expenses, loss, liability suffered by a third party or in a third party proceeding any claim due to or arising out of your violation of these Terms, including but not limited to, a result of or in connection with any act, omission, negligence, and/or breach of the terms of this Contract or otherwise through the default of the Customer.	No change
25	68	15. ANNEXURE 2 – ELIGIBILITY CRITERIA	The Bidder should also have arrangements for pushing / pulling SMS messages to Overseas mobile operators to cater to our Non Resident Customers	Since we have NDA with overseas operators for such agreement, request you to accept only Undertaking on letter head for this regards.	No change
26	52	Eligibility Criteria	The bidder should have implemented a SMS alerts solution in at least two Public Sector / Private Banks in India during the past three years having minimum 2500 branches.	Request you amend clause as " The bidder should have implemented a SMS alerts solution in at least two Public Sector / Private Banks / postal bank / government organisation in India during the past three years having minimum 1500 branches OR Request you to modify the clause as below: a) A Registered Company / LLP / Partnership firm in India as per Company Act 2013 or under any other Indian law and b) The bidder should have implemented a SMS alerts solution in at least two Public Sector / Private Banks / Govt. organization in India during the past three years. c) The Solution offered should be either complete or currently running successfully as on the date of this RFP.	Clause is revised as "The bidder should have implemented SMS alerts solution in at least two Banks (Public Sector Banks / Private Banks / Payments Banks / Small Finance Banks) in India during the past three years having minimum 2500 branches."
27	77	ANNEXURE 4 – TECHNICAL BID FORMAT, E-mail Alerts (Point 41)	The solution should have facility to ensure delivery in the customer's e-mail Inbox and not in spam mail box	For this please ensure that the email recipient list is an opted-in list to avoid such email delivery issues and also to maintain domain reputation.	Bank will provide email recipient list.

28	77	ANNEXURE 4 – TECHNICAL BID FORMAT, E-mail Alerts (Point 43)	Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements.	Please share the scope of this api requirement	Bidder has to provide separate API for e-mail
29	77	ANNEXURE 4 – TECHNICAL BID FORMAT, Voice alert services (Point 45)	The common API shall also have a facility for Voice alert through a flag. The bidder shall read the flag and send voice alert	We have common API end point for Voice & SMS, we use userids and other payload to differentiate between voice and SMS. Please let us know if this fulfills the requirement	OK
30	78	ANNEXURE 4 – TECHNICAL BID FORMAT, Voice alert services (Point 47)	Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements	We can comply to custom requirements, kindly do let us know the scope of the separateAPI	Bidder has to provide API for voice message
31	78	ANNEXURE 4 – TECHNICAL BID FORMAT, Voice alert services (Point 50)	The facility to send the alerts in regional languages should also be available	Please clarify, will this be required via Text to speech or pre-recorded voices.	Text to speech
32	79	ANNEXURE 4 – TECHNICAL BID FORMAT, Miss call alert (Point 56)	Bidder should support migration of existing VMN / Long code to new service provider without any cost.	Please share the operator information for existing VMN /long code.	Will be shared with the successful Bidder.
33	79	ANNEXURE 4 – TECHNICAL BID FORMAT, Web , App and WhatsApp based Notification service (Point 59)	Integration with WhatsApp to send notifications to the customers regarding our new launches, products etc to their WhatsApp account.	Please note promotional messages are not allowed for notifications	Bank will take call in this regard with the successful bidder subject to production of documentary evidences/ Govt Guidelines on the same.
34	73	ANNEXURE 4 – TECHNICAL BID FORMAT, Technical Specification for Transactional SMS (Point 1)	The Bank will check the time taken in delivery of messages. Whenever any abnormal delivery period is observed, the Bank may require justification for the same. If proper justification is not provided, the Bank may consider these messages as undelivered and apply penalty as for undelivered messages as given below.	Delivery of SMS depends on many external factors which can be delayed or not delivered due to Subscriber handset being switched off, Network unavailable, Handset Inbox memory full or some issue with subscriber's operator end. We request you to consider these factors for penalty calculation	During Penalty calculation bank consider the external factors supported by evidences case to case basis.
35	75	ANNEXURE 4 – TECHNICAL BID FORMAT, Schedule of Requirements (Point 18)	The bidder should have its own SMS Gateway infrastructures like Servers, Communication links, Software / Applications etc. for messaging related activity.	please clarify if the scope of the RFP includes only API integration or even the hardware is required.	Bidder should have own hardware / software / API etc.
36	10	3. BROAD SCOPE OF WORK	App ,Web and WhatsApp push Notifications	Dear Sir, Please elaborate the scope of WhatsApp and push notification, will the bank require chatbot or only one time push notification needs to be sent ?	Only Push notification

37	10	3. BROAD SCOPE OF WORK	I. SMS SERVICE b) Further the bidder should also have the option of utilizing the existing VMN number provided by the bank.	Dear Sir, please let us know the Ownership of Existing VMN's is with the bank or with current service provider, it is difficult to use other vendor's VMN by new vendor, the Bank needs to either have the ownership or procure new VMN's for the service	Ownership of existing VMNs is with current vendor. Bank will support wherever required .
38	10	3. BROAD SCOPE OF WORK	I. SMS SERVICE c) The Code (long code/short code/VMN) allotted to the Bank should be easily memorable and accessible to the bank customers, both domestic and international, through all the telecom operators across the globe on 24X7X365 basis. For these code (long code/short code/VMN) Bank will not pay any recurring charges, only one time cost to be borne by bank.	Dear Sir, the VMN are procured from the operator we have to pay monthly cost for the same, request you to please commercial headers for recurring cost	Bank will pay one time cost for VMN / Long code / Short Code.
39	10	3. BROAD SCOPE OF WORK	I. SMS SERVICE d) The codes once allocated to bank for accessing Pull Service (long code/short code/VMN) will be the property of the bank. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes /VMN to the Bank. Also, The selected bidder shall support migration of existing VMN/Long code/Short Code to New service provider after surrender without extra cost to bank.	Dear Sir, the VMN are procured from the operator, we can surrender the same back to the operator but cannot assure if the same VMN will be provided by the operator to new service provider, further the Short code cannot be submitted or migrated to other service provider it is impossible to do the same.	Presently Bank is having only VMN and Long code.
40	10	3. BROAD SCOPE OF WORK	I. SMS SERVICE f) Solution should be able to support integration with social networking platforms like Twitter, WhatsApp, Instagram, Facebook etc.	Dear Sir, the requirement is open ended, please elaborate the integration level expected with the channels	Bidder has to provide API to integrate with social networking platform. Bidder should have direct integration with these platforms for sending messages and should not be a reseller.
41	11	3. BROAD SCOPE OF WORK	I. SMS SERVICE j) The bidders system/ solution should handle URL based communication both secured (https) and normal (http) based communication and message should be delivered to the specified port, if the port is provided in the URL	Kindly confirm, URL will be part of SMS communication?	Communication between Bank and Bidder should support HTTPS / HTTP.
42	11	3. BROAD SCOPE OF WORK	I. SMS SERVICE m) The bidder shall send the SMS to customer as per specified templates shared by the Bank only. Any false SMS/Voice Messages or deviation from existing templates shall encounter on bidder's liability.	SMS Content Template needs to Pre-registered in Operator DLT Portal	Whitelisting will be done by Bank at DLT / TRAI
43	11	3. BROAD SCOPE OF WORK	I. SMS SERVICE p) Approval of templates from Telecom Regulatory Authority of India (TRAI) whenever any adhoc promotional/ alert messages are to be sent, same need to be made available through Dash Board.	Content Template to Pre-registered in Operator DLT Portal	Whitelisting will be done by Bank at DLT / TRAI
44	11	3. BROAD SCOPE OF WORK	I. SMS SERVICE h) The data stored by the vendor during the contract period should be encrypted	Only Entire message content will be stored as Encrypted	Stored data must be encrypted

45	15	3. BROAD SCOPE OF WORK	XIII. The brief description of SMS services that Bank is planning to avail is as under : a) For providing all the services as specified above, the offered solution should seamlessly integrate with the CBS existing B@ncs24 Version or any new version of the CBS on which Bank upgrades, applications apart from CBS, ATM Switch and another Alternate Delivery channels like Mobile Banking, INB, UPI, Middleware etc. solutions deployed in the bank from time to time. The integration cost wherever applicable should be borne by the bidder.	Dear Sir, the upgradation and new integration may imply cost, based on the SOW the commercial proposal should be allowed to share and on approval upgradation can be done	The integration cost with Banks applications wherever applicable will be borne by the bidder.
46	16	3.2. PROJECT TIMELINES	3.2. PROJECT TIMELINES a) All the items mentioned under the Annexure-4 "Technical specifications" are mandatory and needs to be supplied and implemented within the time frame of 4 weeks from the date of acceptance of Purchase Order (PO).	Dear Sir, please increase the timelines to 8 weeks and deployment of middleware needs to be done	No Change
47	52	6.1. ELIGIBILITY CRITERIA FOR BIDDER	9. The Bidder should have solution to provide SMS in 15 Regional Languages or more. Photo Copies of Purchase orders from FI's/ Banks for having Implemented the SMS facility or a certificate from such Clients <input type="checkbox"/> Undertaking on letter head of the Bidder duly signed by the authorized signatory	Dear Sir, due to Covid - 19 most of the customers are working from home, please let us know can we submit the email confirmation from client for providing SMS Solution in 15 Regional Languages or more	Bidder should have solution to provide SMS in minimum 10 Regional Languages ". The documentary evidence requirement revised as " Photo Copies of Purchase orders from FI's/ Banks for having Implemented the SMS facility or a certificate from such Clients or E-mail confirmation from FI's/ Banks/ Govt organisation's official mail id "
48	53	6.1. ELIGIBILITY CRITERIA FOR BIDDER	18. c) The Bidder should also have a back to Back arrangement with a telecom service provider / bidder to take up the job of sending SMS without any delay in case the Bidder is not able to provide the services, at the same terms and conditions.	Dear Sir, please elaborate the scope, we have tie-ups with multiple telecom service providers for execution of SMS, If we fail to deliver the SMS via one service provider we switch to other is the understanding correct ?	To ensure uninterrupted service redundant arrangement required.
49	85	22. ANNEXURE 9 – COMMERCIAL BID FORMAT	2Cost of Domestic SMS (Transactional / Promotional) per SMS	Dear Sir, please include separate column for DLT Pricing	No Change
50			5. Cost for Short Code (For contract Period) (One time implementation cost , no recurring charges)	Dear Sir, Please include recurring charges	No Change
51			6. Cost of Virtual Mobile number (VMN) / Long Code (For contract Period) (One time implementation cost , no recurring charges)	Dear Sir, Please include recurring charges	No Change
52	27	4.12.	CONFIDENTIALITY	Unilateral, kindly make this mutual as we would also be sharing our Confidential Information.	No Change
53	30	4.14.	RIGHT TO REJECT Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof. Bank reserves the right to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any Bidder, which shall be binding on all Bidders	Kindly agree for informing the bidder grounds for rejection of proposal and a right to be heard .	No Change

54	31	5.1.	OWNERSHIPS, GRANT AND DELIVERY The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural Bank at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure. Further, the Bidder also agrees that such use will not infringe or violate any license or other requirements as per applicable intellectual property right. Business Team pls confirm are we providing any hardware or infrastructure support to them or not	Kindly modify this clause as License granted hereunder shall be granted for the period of Contract and not for perpetual term.	Yes, License granted hereunder shall be granted for the period of Contract and not for perpetual term.
55	33	5.4	Indemnity - Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,	Unilateral Indemnity - Kindly delete Indemnity for loss of data and third party claims on the bank for malfunctioning of the equipment or software or deliverables. Also kindly add Customer Indemnity provision as as we would also need Indemnity for content breach.	No Change
56	34	5.6.	SOLICITATION OF EMPLOYEES	Kindly agree to delete this clause .	No Change
57	35	5.8	Confidentiality	Unilateral, kindly make this mutual .	No Change
58	37	5.9.	SUCCESSFUL BIDDER'S LIABILITY	Liability too high kindly reduce the same to one year contract value.	No Change
59	41	5.18.	TERMINATION The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving sixty (60) days prior written notice to the Bidder.	Unilateral- Kindly make this clause mutual	No Change
60	42	5.18.1.	TERMINATION FOR DEFAULT	Kindly provide termination option to us in case there is any regulatory order or carriers instruction which mandate us to terminate or suspend the services.	No Change
61	42	5.18.3.	EFFECT OF TERMINATION e) The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.	Kindly include language stating Bidder shall be paid for the Services rendered till the date of such termination.	No Change

62	10	3. BROAD SCOPE OF WORK	3. BROAD SCOPE OF WORK SMS service with voice.	": Need clarity on this, does this mean any SMS getting failed needs to be delivered via Voice channel OR its applicable for OTP templates only. In case of any SMS, we will have to use TTS tool to convert text to voice and this would incur TTS cost per 200 characters conversion	Bank will set rules for this fallback.
63	31		5.1. OWNERSHIPS, GRANT AND DELIVERY The Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural Bank at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure. Further, the Bidder also agrees that such use will not infringe or violate any license or other requirements as per applicable intellectual property right.	Dear sir, this may impact the existing services we need to make discson on mutual grounds in the interest of services	No Change
64	29	Confidentiality		Confidentiality obligations cannot survive in perpetuity, we cannot agree to a post termination obligation beyond 2 years, since all data and information will be returned or purged and therefore a perpetual obligation cannot be accepted.	Confidentiality obligations will be for the entire contract duration till all the data and information will be returned/handed over to the Bank after expiry of the contract and purged at vendor's end thereafter.
65	31	5.1		The Bank wants a perpetual license to all the software, which cannot be accepted, since a perpetual license to deem to mean in legal parlance an assignment of the software. License to a software will be only for the term of the contract and thereafter, the license will cease to operate.	Yes, License granted hereunder shall be granted for the period of Contract and not for perpetual term.
66	32	5.4		The Bank also needs to indemnify for any third party claims due to the actions of the Bank while procuring the services, including but not limited to claims from regulatory claims from TRAI, or claims arising due to misuse of any of the software licensed to the Bank.	No Change
67	37	5.9		Total liability should be capped to 12 months fees, considering the contract will be for 3 years.	No Change
68	38	5.1		This guarantee cannot be given for any 3rd party solution, such as WhatsApp.	No Change

69	39	5.13		Should also have the right to exit the contract for breach by Bank, which has not been remedied within 30 days. Further, the mobility services provided by are contingent upon the facilities and business rules of the telecom operators and TRAI. In the event of any change in the terms and conditions or business rules of any of the operators or TRAI that impacts the ability of to provide the mobility services, will notify the Bank immediately of such change in the terms and conditions. Either Party may terminate the mobility services forthwith, without liability, if the Parties are unable to agree to any modified terms and conditions within a period of 15 days, under which will provide the mobility services. The termination of the mobility services will not affect the other Services under the contract, which shall continue to remain in force.	No Change
70	41	5.18		They have kept exit for convenience any time with 60 days' notice. as a policy now keeps 12 months no exit for convenience, post which exit with 45 days' notice. Hence, the same should also apply to this RFP.	No Change
71	42	5.18 (2)		Termination for insolvency- should apply to both parties	No Change
72	48	5.29		<p>it should include the following:</p> <p>(a) Each Party acknowledges that any intellectual property rights used or adopted by a Party in the conduct of its business is the sole property of the respective owners.</p> <p>(b) All the Software solution provided to the Bank for the purpose of providing the Services under contract will at all times be the property of , and the Bank is not entitled to at any time to claim ownership of the same. Further, the Software solution provided is only for the purpose of the Services to be provided and is a limited, non-exclusive, non-transferable, royalty free, license given to the Client the use of which shall immediately cease upon expiry or termination of the contract.</p> <p>(c) The Bank will not in any manner try and make any alterations and changes to the software solution or introduce any virus, malware, trojan horse, etc.</p>	No Change

73	59	Payment terms		1% interest on delayed payment will be applicable from the agreed due date till the date of realisation of the payment in full. And where payments are delayed beyond 15 days from the agreed due date, reserves the right to suspend the services and the suspension can be reversed upon payment of outstanding dues along with interest accrued and a reconnection charge.	No Change
74	60	11		<p>Obligation of the Bank: It should include the following:</p> <p>Responsibilities and obligations of the Bank (Client)</p> <p>(a) Client will register itself on the Distributed Ledger Technology (DLT) platform created by telecom operators for enabling them to send SMSes to intended recipients, in accordance with the TRAI Telecom Commercial Communications Customer Preference Regulations 2018 ("TCCCP Regulations"). As part of the registration process, Client will register itself as an entity which is the sender of the SMSes, upload the message template which will be used for the SMSes, the opt-in proof template and the opt-in proofs received from the intended recipients (which opt-in proof will not be older than 6 months and ensure that any given point of time the opt in is not older than 6 months). Client acknowledges that this is a requirement under the TRAI regulations and agrees that failing to conform to the registration on the DLT platform, no SMS will be sent and will not be held responsible for the same. Client further agrees and acknowledges that it will register on the DLT platform for each sender ID that it may propose to procure and use for its business requirements. Client will be liable to pay all penalties that may be imposed by TRAI or the telecom operators, due to any act of the Client which is in contravention of its registration and submissions on the DLT platform. wherein clause 9.6</p>	No Change

75	91	Integrity Pact		<p>Obligation of the Bank: It should include the following:</p> <p>Responsibilities and obligations of the Bank (Client)</p> <p>(a) Client will register itself on the Distributed Ledger Technology (DLT) platform created by telecom operators for enabling them to send SMSes to intended recipients, in accordance with the TRAI Telecom Commercial Communications Customer Preference Regulations 2018 ("TCCCP Regulations"). As part of the registration process, Client will register itself as an entity which is the sender of the SMSes, upload the message template which will be used for the SMSes, the opt-in proof template and the opt-in proofs received from the intended recipients (which opt-in proof will not be older than 6 months and ensure that any given point of time the opt in is not older than 6 months). Client acknowledges that this is a requirement under the TRAI regulations and agrees that failing to conform to the registration on the DLT platform, no SMS will be sent and will not be held responsible for the same. Client further agrees and acknowledges that it will register on the DLT platform for each sender ID that it may propose to procure and use for its business requirements. Client will be liable to pay all penalties that may be imposed by TRAI or the telecom operators, due to any act of the Client which is in contravention of its registration and submissions on the DLT platform, wherein clause 9.6</p>	No Change
76				FB has stopped providing Authorization letter for WhatsApp Business API so can we sharing Link and Screenshot from FB website mentioning we are authorised part for WhatsApp Business API	Yes
77	10	b	For Enabling PULL SMS facility, the bidder will be required to provide long codes, short codes and virtual Mobile Numbers (VMN) for missed call facility as per requirement for the use of the Bank, for receiving incoming SMSs in predefined formats from its customers.	Will provision of Longcode and VMN suffice? Is Short Code mandatory?	Yes. Please refer scope and Commercial format.
78	13	e	The Bidder shall arrange for conversion of the text message to voice and send the sample for approval.	Please confirm whether text messages will be pre-defined or dynamic.	Approved and Pre-defined message.
79	13	VIII (a)	The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSs directly. The bidder must have its own Level III/Tier III DC and DR , both should be located in India for providing SMS gateway services.	For data center related services we have tie-up with data centre service providers such as Netmagic and Webworks, will this suffice. Also, please confirm, services over the cloud located in India is acceptable.	Bidder should have their own setup. Should use their own "SMS Gateway Services" to deliver the messages to the SMSs directly. The bidder must have its own Level III/Tier III DC and DR , both should be located in India for providing SMS gateway services.

80	41	5.18	<p style="text-align: center;">TERMINATION</p> <p><input type="checkbox"/> The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving sixty (60) days prior written notice to the Bidder.</p> <p><input type="checkbox"/> The Bank shall be entitled to terminate the agreement at any time by giving notice if:</p> <p><input type="checkbox"/> The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not correct within 15 days from the date of notice.</p> <p><input type="checkbox"/> The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p>	The given termination clause is one-sided, in favour of bank. As a Service Porvider, should also have right to terminate, giving a advance written notice and service handover.	No change
81	47	5.25	The successful Bidder should provide a performance Bank guarantee for the contract period and additional 3 months for an amount equivalent to 10% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank in the format specified by the Bank within 30 days from the date of purchase order.	Considering the tentative tender value, the BG amount will be in crores, which is difficult for an MSME company to pay. Hence, request you to allow an arrangement where the BG is issued on annual PO amount, and the same can be renewed, year-on-year basis. Alternatively, CBI can accept BG for a fixed-lumpsum amount.	No Change
82	52	6.1	The bidder should have implemented a SMS alerts solution in at least two Public Sector / Private Banks in India during the past three years having minimum 2500 branches. Completion certificate and Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients.	Owing to lockdown and limited operations, clients are not issuing Completion Certificates. Let us know if we can submit invoice copies instead.	RFP requirement stands as it is.
83	53	5 (b)	Business turnover for 2018-19 & 2019-20 should be more than Rs 100 crores (Rs One Hundred Crore only).	Request you to relax this clause, by amending the turnover criteria to Rs. 44 crores, instead of Rs. 100 crores.	No Change
84	53	9	The Bidder should have solution to provide SMS in 15 Regional Languages or more.	Please confirm whether invoices will also be considered as a valid proof.	E-mail confirmation from the customers official mail id and undertaking letter from bidders authorised signatory will be accepted.
85	54	10	The Bidder should have its in house platform setup for SMS (Push and Pull), E-mail, Voice Services and Web/App/Whatsapp notification without any dependency on third party. Photo copies of agreements/certificate from the operators and other documentary proof.	For Email and Voice Services, we have an in-house set-up so agreements/certificates from the operators are not applicable. Please confirm whether invoices/POs can be provided as a documentary evidence.	To be discuss
86	-	-	-	VMN or Short code/Long Code will be in the name of bank or Bidder?	Successful Bidder
87	-	-	-	As per our policy, data will be stored for a period of 1 year only. Data prior to 1 year can be provided to CBI in portable media, upon written request. Kindly confirm if this is acceptable. If not, kindly confirm bank's preference, in detail.	No change, Successful bidder to store the data during the entire contract period.

88	12	a/VI. Voice alert services	a) The common API shall also have a facility for Voice alert through a flag. The bidder shall read the flag and send voice alert.	Is this requirement referring for Voice OTP messages? Need clarity	Both OTP and Transactional
89	13	f/VI. Voice alert services	f) The facility to send the alerts in regional languages should also be available.	Are the alerts related to only Outbound messages?	Yes
90	73	4/Annexure 4	Facility to automatically send the SMS using voice channel in case the SMS channel is not able to send the message.	Is the requirement referring for OTP SMS deliveries? Need clarity	Both OTP and Transactional
91	12	a/VI. Voice alert services	The common API shall be used for this purpose thereby providing following combinations combination for Bank (Only SMS / Only e-mail / only Voice /SMS and email Both / SMS and voice both / e-mail and voice both / SMS, e-mail and voice all).	We would provide separate APIs for all the requested channels i.e. SMS, Email, Voice.	Common API would be preferred, however separate APIs will be accepted.
92	13	3. Broad Scope of Work/ Section VII		Can the daily and monthly volumes for app and web push notifications respectively be shared?	Bank is not having any such functionality in present
93	13	3. Broad Scope of Work/ Section VII	Bidder has to provide Web and App based push notification service to various application of the Bank viz Internet Banking , Mobile Banking , UPI etc.	Will message content be shared over API?	Yes
94	13	3. Broad Scope of Work/ Section VII	Integration has to be done by the bidder for sending WhatsApp notifications to the customers regarding our new launches, products etc to their WhatsApp account.	<ul style="list-style-type: none"> • What are the use cases for WhatsApp solution (sending notifications or 2-way communication for customer service, customized flow? • What are the expected volumes for WhatsApp (Push/ 2-way)? • Could you please share details of the existing system where API would be integrated for notification/ 2-way communication? • Detailed requirements of WhatsApp solution would be really helpful. 	1-Way , Push Notification only. Bank is not having any such functionality in present
95	79		Integration with WhatsApp to send notifications to the customers regarding our new launches, products etc to their WhatsApp account.	Notification templates approval is subject to WhatsApp guidelines. Currently promotional content is not supported.	Bank will take call in this regard with the successful bidder subject to production of documentary evidences/ Govt Guidelines on the same.
96	12	c/V. Email alert services	The common API shall be used for this purpose thereby providing following combinations combination for Bank (Only SMS / Only e-mail / only Voice /SMS and e mail Both / SMS and voice both / e-mail and voice both / SMS, e-mail and voice all).	We would provide separate APIs for all the requested channels i.e. SMS, Email, Voice.	Common API would be preferred, however separate APIs will be accepted.
97	12	f/V. Email alert services	Bank may initiate the Bulk e-mail campaign for which the Bidder shall have to deliver the desired e-mail to the list of the customer e-mail IDs.	Can the daily & monthly volume for bulk email campaigns be shared. We offer SFTP based solution for transactional bulk email campaigns.	Please refer RFP.
98	12	g/V. Email alert services	The Bank shall not provide any e-mail setup for this purpose	Will Bank provide SFTP location for placing the subscriber file?	Bank can provide SFTP

99	77	40. Email alerts	Bank needs to send the transactional and OTP alerts through e-mail to the customer. The existing SMS API shall have an optional field with e-mail ID, whenever Bank passes any e-mail ID in the request the Bidder will have to send an e-mail. The setup should support all the following options: 1. Send SMS only 2. Send e-mail Only 3. Send SMS + e-Mail	We would provide separate APIs for all the requested channels i.e. SMS, Email.	Common API would be preferred, however Bank may accept separate APIs
100	12	a/V. Email alert services	Besides the SMS alerts Bank also intends to send e-mail Based alerts to the customers. The solution offered should also have a provision to send e-mail Alerts to the customer's e-mail IDs with Bank	Please provide an estimated monthly and daily volume for email alerts?	Refer RFP document
101	67	15. ANNEXURE 2 – ELIGIBILITY CRITERIA	The bidder should be capable of sending voice messages (if e mail ID is not available) or email messages in case of failure in sending SMS message, without any additional charges or set up cost	We would provide separate APIs for all the requested channels i.e. SMS, Email.	Common API would be preferred, however separate APIs will be accepted.
102	59	9. Payment Terms point (b)	Payment for the Services will be made on monthly basis in arrears after receipt of the bill and performance report from the selected bidder subject to the verification of the service level reports with all necessary documents.	What are the payment terms i.e. in how many days? We need to have a confirmation if Bank will agree to our reports or they'll refer to their own reports and if the same will be binding on us?	Bank will process the payment as soon as possible after receiving Invoices.
103	59	9. Payment Terms point (e)	Bank shall make the payment on the basis of actuals SMS /notifications delivered to mobile / device during the month after deduction of penalty if any.	Whose count will be used for billing – Bidder's or bank's? How & who will calculate the penalty?	Bidder count validated through source count. Bank will calculate the penalty based on the reports provided by the bidder and source of SMS.
104	52	Eligibility	The bidder should have implemented a SMS alerts solution in at least two Public Sector / Private Banks in India during the past three years having minimum 2500 branches	Two SMS alert solution means on Premise and Non Premise/Cloud both	Clause is revised as "The bidder should have implemented SMS alerts solution in at least two Banks (Public Sector Banks / Private Banks / Payments Banks / Small Finance Banks) in India during the past three years having minimum 2500 branches."
105	53	Eligibility	The Bidder must have positive net worth during the last 2 financial year i.e. FY 2018-19 and FY 2019-20.	The RFP has been published in FY 2021-22. Kindly include last last FY 2020-21	RFP requirement stands as it is.
106	53	Eligibility	The Bidder should have its in house platform setup for SMS (Push and Pull), E-mail, Voice Services and Web/ App/Whatsapp notification without any dependency on third party.	The OEM Facebook/WhatsApp appoints ISV companies through their current Direct Partner. ISV should be allowed to participate.	Bidder has to provide API to integrate with social networking platforms. Bidder should be authorised partner for Whats app business API , Bidder to submit link / screenshot for the same.
107	43	Format for Technical Offer		How to submit hardcopy of Integrity Pact and NDA alongwith Technical offer in online mode	Scan copy of the Integrity Pact and NDA will have to be submitted by the bidder alongwith Technical offers and hard copy of same to be submitted at address mentioned in RFP on or before bid submission date.

108	8		Bank may accept bank guarantee in lieu of Earnest Money for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India (Annexure-16)	Annexure -16 not available in RFP	Clause is revised as "Bank may accept bank guarantee in lieu of Earnest Money for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India (Annexure-12)"
-----	---	--	---	-----------------------------------	--