



CO: Digital Banking Division

CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

S No	RFP Point No/ Title	Page No in RFP	Details Provided in RFP	Query/ Changes Requested	Clarifications provided by Bank
1	Point 14 Completion Period	28	The services are to be delivered and project to be operationalised within 15 days from the date of issue of letter from the Bank on pilot basis for a period of 14 days (TWO WEEKS).	Suggesting to increase the time period to at-least 5to 6 week as it is an online on prem deployment ,trust the bank is having stock of hardware server as any new procurement takes 4-5 months	Please refer to Corrigendum to RFP
2	Scope of Work Middleware Solution	38	The selected bidder shall provide the software for this Middleware setup at Bank's DC and DR.	Software is OK help with some clarity on the Servers, who is going to purchase the servers.	Already mentioned in RFP Page 41. Hardware will be provided by Bank, hardware sizing to be provided by the bidder
3	23.1/DELAY IN VENDOR PERFORMANCE	31	In case Bidder is not able to integrate the solution as per completion period of the RFP/Contract, a penalty of Rs. 1,00,000/- (plus tax) per week subject to a maximum of 10% of contract value, will be charged	<u>We request Bank to change the clause as below:</u> In case Bidder is not able to integrate the solution as per completion period of the RFP/Contract, a penalty of Rs. 10,000/- (plus tax) per week subject to a maximum of 10% of contract value, will be charged	Kindly adhere to the terms of RFP
4	31(i)/Penalty	33	99.90% :Within SLA. No penalty <99.90% upto 99.00% :2% of monthly bill of respective month <99.00% upto 98.00% :5% of monthly bill of respective month <98.00% upto 97.00% :8% of monthly bill of respective month <97.00% :10% of monthly bill of respective month	<u>We request Bank to change the clause as below:</u> 99.90% :Within SLA. No penalty <99.90% upto 99.00% :1% of monthly bill of respective month <99.00% upto 98.00% :2% of monthly bill of respective month <98.00% upto 97.00% :3% of monthly bill of respective month <97.00% :5% of monthly bill of respective month	Kindly adhere to the terms of RFP



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			For each percentage point drop below 97% : Additional 10% of the monthly bill for each 1 percentage point drop in availability below 97% subject to the maximum limit of the value of monthly invoice.	For each percentage point drop below 97% : Additional 2% of the monthly bill for each 1 percentage point drop in availability below 97% subject to the maximum limit of the value of monthly invoice.	
5	31(ii)/Penalty	33	Success rate on monthly basis + GST Penalty charges 97% and above NIL <97% upto 96% :0.50% of monthly invoice of the respective month. <96% upto 95% :0.70% of monthly invoice of the respective month. <95% upto 94% :1.00% of monthly invoice of the respective month. >94% upto 93% :1.50% of monthly invoice of the respective month. >93% upto 92% :2.00% of monthly invoice of the respective month. >92% upto 91% :2.50% of monthly invoice of the respective month. >91% upto 90% :3.00% of monthly invoice of the respective month. Below 90% :5.00% of monthly invoice of the respective month	We request Bank to change the clause as below: Success rate on monthly basis + GST Penalty charges on monthly basis + GST 97% and above NIL <97% upto 96% :0.20% of monthly invoice of the respective month. <96% upto 95% :0.30% of monthly invoice of the respective month. <95% upto 94% :0.50% of monthly invoice of the respective month. >94% upto 93% :0.70% of monthly invoice of the respective month. >93% upto 92% :1.00% of monthly invoice of the respective month. >92% upto 91% :1.20% of monthly invoice of the respective month. >91% upto 90% :1.50% of monthly invoice of the respective month. Below 90% :2.00% of monthly invoice of the respective month	Kindly adhere to the terms of RFP
6	31(ii)/Penalty	34	Particulars Penalty payable +GST) % of SMS charges Any SMS not delivered to handset 100%	We request Bank to change the clause as below: Particulars Penalty payable+GST) (% of SMS charges Any SMS not delivered to handset 50%	Kindly adhere to the terms of RFP

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			no promotion period between 9 pm and 6 am) 100%	no promotion period between 9 pm and 6 am) 50%	
7	General Query		For Late delivery/Non delivery of SMS calculation	Please clarify: The failure calculation would be done post excluding the customer end errors such as mobile number switched off, Not reachable, Service Barred, Handset	Yes.
8	General Query		In BOQ - International SMS (55 Lakh)	Please share the countywise list for International SMS	International SMS is to be delivered to all countries where Bank's customer is present
9	8. INSPECTION AND TESTS AT SMS SERVICE PROVIDER'S PREMISES/SYSTEMS:	26	II. Successful bidder shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.	Kindly pls consider to restrict Confidentiality obligation for a period of 2 years post termination of the Contract .	Kindly adhere to the terms of RFP
10	9. IMPLEMENTATION SCHEDULE	26	Implementation, configuration of should be completed within 14 days (Two (2) weeks) from the date of acceptance of purchase order.	Acceptable, but provided hardware is available, ip ports are whitelisted and necessary permission are made available by Bank	Please refer to Corrigendum to RFP
11	9. IMPLEMENTATION SCHEDULE	26	Implementation, configuration of should be completed within 14 days (Two (2) weeks) from the date of acceptance of purchase order.	if Bank is not going to provide the hardware for middleware installation, then who will provide the hardware ? If karix, then should we include the pricing for the same in our Commercial bid ?	Please refer to Corrigendum to RFP
12	11. LIQUIDATION /BANKRUPTCY	27	Liquidated damages for delay in delivery and installation of solution would be as under : In case Bidder is not able to integrate the solution as completion period of the RFP/Contract, a penalty of Rs. 1,00,000/- (plus tax) per week subject to a	Penalty too high. Uncontrollable factors or dependencies on Bank for delay and failure to be excluded from penalty.	Kindly adhere to the terms of RFP



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		High priority SMS (OTP) delivered after 15 seconds but before 45 seconds	High priority SMS (OTP) delivered after 15 seconds but before 45 seconds	
		25%	10%	
		High priority SMS (OTP) delivered after 45 seconds 100%	High priority SMS (OTP) delivered after 45 seconds 100%	
		Normal priority SMS (Transactional) delivered after 2 minutes but before 5 minutes	Normal priority SMS (Transactional) delivered after 2 minutes but before 5 minutes	
		20%	10%	
		Normal priority SMS (Transactional) delivered after 5 minutes but before 1 hour	Normal priority SMS (Transactional) delivered after 5 minutes but before 1 hour	
		30%	15%	
		Normal priority SMS (Transactional) delivered after 1 hour but before 2 hours	Normal priority SMS (Transactional) delivered after 1 hour but before 2 hours	
		40%	20%	
		Normal priority SMS delivered after 2 hours but before 6 hour	Normal priority SMS delivered after 2 hours but before 6 hour	
		50%	25%	
		Normal priority SMS delivered after 6 hours 100%	Normal priority SMS delivered after 6 hours 100%	
		Promotional SMSs delivered after 2 hours and before 6 hours (excluding the no promotion period between 9 pm and 6 am)	Promotional SMSs delivered after 2 hours and before 6 hours (excluding the no promotion period between 9 pm and 6 am)	
		25%	15%	
		Promotional SMSs delivered after 6 hours (excluding the	Promotional SMSs delivered after 6 hours (excluding the	





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			maximum of 10% of contract value will be charged		
13	12. PAYMENT TERMS	27	SMSes delayed / failed / expired / DLR (delivery report) not received, penalty will be imposed as per penalty clause. (Following delivery cases will be excluded : Inbox full, International Roaming, Mobile Number blacklisted, Mobile Switched Off, Out of range, Invalid Mobile Number)	Since we depend on operator for DLR report and high chance of SMS delayed/Failed occur due to end user handset issue due to mobile not reachable or network congestion at the customer end, where multiple retries will happen for SMS delivery. Hence SMS delayed or expired or failed should not be considered for penalty.	Kindly adhere to the terms of RFP.
14	31. PENALTY: ii. Penalty for fall in success Rate:	33	*Success Rate = No. of successfully delivered SMS at customer handset as per DLR divided by Total number of SMSes submitted to SMSC. In calculation of delivery percentage, following delivery failure cases will be excluded: a. Inbox full b. International Roaming c. Mobile Number blacklisted d. Mobile Switched Off e. Mobile Out of range f. Invalid Mobile Number	This calculation formula for success rate will be applicable to Domestic SMS traffic only, or the same will be applicable to International SMS traffic as well ?If it's only domestic SMS traffic success rate calculation formula, for all type of traffic (trans/OTP/Promo) then please add below given exclusion which is applicable in case of promo traffic, and is not considered in this clause:1. Preference filter2. Network outage at operatorIf it's a calculation formula for International traffic as well, then please add below given exclusion, which is not considered in this formula:1. Content filtration blocked2. Blockout by country operator3. Network outage at operator Optout	All payments for Domestic SMS will be made after deducting penalties, if any. penalty will not be deducted for the following cases : Customer Inbox Full, Mobile Number Blacklisted, Mobile Switched off, Mobile out of range, Invalid Mobile Number. Detailed and Summarized Report of all such cases to be submitted along with the invoice. For international SMS Delivery % must be above 85%. Please refer to Corrigendum to the RFP



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15	38. SCOPE OF WORK	36	The middleware solution & perpetual license will be handed over to the Bank, and it will become property of the Bank after expiry of the contract period of 2 years or the extended contract period.	Since Karix provides ConnectOne middleware service as Value add along with SMS solution, transfer of right after expiry is not applicable.	Please refer to Corrigendum to RFP.
16	15. TERMINATION FOR DEFAULT	28	15.1 & 15.2	Unilateral clause - kindly consider to make this mutual as we shall also have the right to terminate in case of any material breach from the Bank's side. Also, please consider to include 30 days curing period for any breach before termination.	Kindly adhere to the terms of RFP
17	16. TERMINATION FOR CONVENIENCE	29	The Bank, by 90 days written notice sent to the service provider, may terminate the contract, in whole or in part, at any time, for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the contract is terminated, and the date upon which such termination becomes effective.	Unilateral clause - Kindly consider to make this mutual. Also please consider that we shall be paid for the Services already provided till the date of termination.	Kindly adhere to the terms of RFP The supplier will be paid for the services provided by them as per the terms of the contract.
18	19. SETTLEMENT OF DISPUTES	30	(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.	Kindly please consider to appoint the Arbitrator in accordance with Indian Arbitration and Conciliation Act in case of any disagreement between the parties with respect to appointment of a single Argeement.	Kindly adhere to the terms of RFP
19	20. CONFIDENTIALITY	31	The Company and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.	Unilateral clause- Kindly make this mutual as we will also be sharing our Confidential Information in the process. Also pls restrict the confidentiality obligation term to 3 years .	Kindly adhere to the terms of RFP

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20	22. INTELLECTUAL PROPERTY RIGHTS	31	<p>The Bidder warrant that in the course of providing SMS Services for delivering outgoing/ incoming SMSes, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between INDIAN BANK and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.</p>	<p>Unilateral clause- Kindly please consider to indemnify us in case of any content breach as per applicable laws .</p>	<p>Kindly adhere to the terms of RFP</p>
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21	9.PART-II – Commercial Bid	68	9.PART-II –Commercial Bid	<p>This RFP is been rolled out for SMS service. Commercial BOQ has a mention of WhatsApp SMS. Do we need to share the pricing alone for WhatsApp messages to be sent by middleware ? Or whatsapp account setup fee and other related fee must also be shared. If yes, then please share the complete SOW for WhatsApp services which are required by Bank.commercial BOQ format must be changed if VMN's are required for Missed call service, Incoming SMS service and Internation Incoming SMS service.if bidder has to provide the hardware for middleware installation, then please change the commercial BOQ format for including Hardware cost.</p>	<p>1. Pricing for only Whatsapp Push notifications to be submitted.2. VMN to be provided free of cost. The VMN should be able to handle atleast 3 Lac SMS per day.3. Hardware will be provided by the Bank. Bidder to provide hardware sizing details</p>
22	9.PART-II – Commercial Bid	68	9.PART-II –Commercial Bid	<p>do we need to submit commercial BOQ with technical submission on 23rd September ? Because it's mentioned that we need to submit this Commercial BOQ after reverse auction finishes. Please elaborate and clarify</p>	<p>Final Total Cost of Ownership will be arrived through Reverse Auction. However, the indicative price to be submitted alongwith technical bid on the last date of submission of bid.</p>



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23	28. LIMITATION OF LIABILITY	32	Supplier's aggregate liability under the contract shall be limited to 100% of the contract value. This limit shall not apply to third party claims for a. IP Infringement indemnity. b. Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender.	Liability too high - kindly please restrict it to one year Contract value .	Kindly adhere to the terms of RFP
24	31. PENALTY:	33	31. PENALTY:	Uncontrollable factors and planned downtime to be excluded from penalty.	Kindly adhere to the terms of RFP. Please refer to Force Majore Clause
25	v. Penalty from Regulatory Authority:	34	Any penalty that bank has to pay on account of ombudsman or TRAI cases for non-delivery of SMS related services offered by the bidder or delay in delivery of logs or non delivery of logs , Bidder has to reimburse the full penalty and any other expenditure to Bank, if any, in this regard. The penalty shall be deducted from any money due or becoming due to the bidder under this contract OR may be realized by invoking of Bank Guarantee or otherwise from any other amount payable to the bidder.	TRAI penalties are based upon the subscriber data that has been published by Bank. Bidder is submitting the SMS request to operator for delivery, only for those numbers which are given by Bank. Bidder will receive the DLR from operator and forward it to Bank. In all these cases, nowhere the bidder is liable for the penalty because we are just relaying the data between bank and operator. Status of delivery is also given by operator. So bidder is not liable to pay any penalty raised by TRAI. Kindly delete this clause. if Bidder is delivering promo SMS to the subscriber whose number is listed in DND block, then only bidder is liable for penalty.	Kindly adhere to the terms of RFP.



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26	33. RIGHTS OF BANK TO VARY THE CONTRACT	35	The Bank shall have the right, during the performance of the contract, to change the scope and/or technical character of the SMS Services and services stipulated in the contract, and the Bidder shall be bound to comply with the same at no additional cost.	If the technical character or scope of SMS service requested in this RFP changes, we would need to factor it at that point of time. Kindly remove this clause.	Kindly adhere to the terms of RFP
27	35. STATUTORY AND OTHER REGULATIONS	35	The Bidder shall comply with all the statutory obligations of the Government of India / State Governments, local authorities and other regulations applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Bidder.	Kindly consider to make this mutual as non compliance at Customers end could lead to claims on us	Kindly adhere to the terms of RFP
28	38 Scope of work point number 6	36	The bidder should have a support office/ representative in Chennai to provide on-site support immediately on call.	Onsite representative is already asked, so representative required in chennai will suffice the point?	Bidder should have a support office/representative in Chennai.
29	SECTION - IV QUALIFICATION CRITERIA Point number 2	37	The Annual turnover should be more than Rs.100 Crores in each of the last three audited balance sheets of the bidder (2019-20, 2020-21 & 2021-22).	For FY 2021-2022 audit is yet to be done, will provisional turnover certificate signed by CA will work?	Please submit Annual turnover certificate for the FY 2019-20 & 2020-21. Un-audited Turnover Certificate alongwith Certificate from CA for FY 2021-2022 should be submitted.
30	SECTION - IV QUALIFICATION CRITERIA Point number 5	37	The bidder should have provided SMS gateway services to at least three Banks/financial institutions of which one should be Public Sector Bank. (Document as per format 6 of Section-VI to be submitted)	As per format 6 only date completion of project is written, ongoing project will be considered?	Please refer to Corrigendum to RFP.

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31	Brief particulars of the services which shall be supplied / provided by the Supplier are as under:- part of contract form	60	WhatsApp SMS cost 10 lac	As per the whatsapp policy, Since Feb 2022, comercial format for Whatsaapp has been changes.	Please refer to Corrigendum to RFP.
				There are separate charges for User Intiated Communication and Business initiated Communication	Please refer to Corrigendum to RFP.
32	Brief particulars of the services which shall be supplied / provided by the Supplier are as under:- part of contract form	60	WhatsApp SMS cost 10 lac	Looking to the gravity of the requirement it is very important the bank seeks only "official WhatsApp Business API Service Providers". Suggested that department should ask the bidders to submit copy of their legal agreement with Facebook Inc or Facebook Ireland Ltd. to verify the same.	Bidder to quote for Whatsapp Push notifications.. Please refer to Corrigendum to the RFP
33	7	37	The bidder should have deployed DLT platform in atleast 1 telecom operator in the country.	We have tied up on all DLT platfrom and support but not paticularly we have deployment. As aggregator we don't need to deploy DLT platfrom on operators end.	Please refer to Corrigendum to RFP



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34	12	27	Payment terms	<p>Whatever the payment terms the parties agree on the following should form part of it:</p> <p>The SMS pricing may be revised from time to time subject to change in pricing / tariffs/ plans by mobile operators including interconnect charges and/or change in Government/ DoT/ TRAI regulations or any other applicable laws. Netcore will provide 10 (ten) Business Days' written notice to BANK before implementing the SMS price change.</p>	Kindly adhere to the terms of RFP.
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35	16	29	Termination for convenience	<p>Both parties should have the right to terminate with 90 days written notice. Termination clause should also include the following:1) Netcore may terminate this Agreement, if BANK is in breach of its obligations, or representations and warranties, or the terms of this Agreement, or applicable law, or wilful misconduct, fraud, gross negligence, which is not curable, and where such breach can be cured, has not been cured within thirty (30) Business Days of written notice specifying such breach.2) Netcore shall have the right to forthwith terminate this Agreement under certain circumstances, and shall include:a) any acts or omissions on the part of BANK, which shall adversely impact the quality of Services, Intellectual Property Rights and Confidential Information of Netcore.b) any acts or omissions on the part of BANK, which are unethical, fraudulent or unlawful.3) The SMS Services provided by Netcore 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 Netcore to provide the SMS Services herein covered under this Agreement, Netcore will notify BANK immediately of such change in the terms and conditions. Either Party may terminate the SMS Services under the Agreement forthwith, without liability, if the Parties are unable to agree to any modified terms and conditions within a period of 15 days, under which Netcore will provide the SMS services.</p>	Kindly adhere to the terms of RFP
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36	19.3 (a)	30		if the 2 arbitrators fail to appoint a presiding arbitrator, then the presiding arbitrator will have to be appointed by the court and not the Indian Bank's Association, so that it is a fair arbitral tribunal.	Kindly adhere to the terms of RFP
37	19.3 ©	30		arbitration should be held in Mumbai.	Arbitration will be held in Chennai
38	19.4 (a)	30		if an arbitration is instituted for non-payment, or misuse by the Bank of Netcore's services, then Netcore will not continue to provide the services while the arbitration is on.	Kindly adhere to the terms of RFP
39	20	31	confidentiality	this cannot be a perpetual obligation and has to be limited during the term of the contract and 1 year after that	Kindly adhere to the terms of RFP
40	21	31	applicable law	JUrisdiction to be Mumbai and not Chennai.	Jurisdiction to be Chennai.





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41	22	31	Intellectual Property	<p>: This section should also include the following:(1) The Software Solution along with its variations, modifications, customizations (including their inherent intellectual property rights) provided to BANK for the purpose of providing the Services will at all times be the property of the Bidder and 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 BANK for the use of sending messages, the use of which shall immediately cease upon expiry or termination of the Contract.(2) 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. (3) Each Party shall use the intellectual property rights owned by the other Party in strict compliance with the terms and conditions of this Agreement only with prior written permission of the owner. Any such use shall cease immediately upon termination or expiration of this Agreement.(4) For the purpose of the contract, Software Solution shall mean, shall mean Netcore's cloud-based solutions, an access of which is given to BANK through a software panel, to enable it to send SMSs.</p>	Kindly adhere to the terms of RFP
42	26	32	Indemnity	<p>when the Bank is seeking PBG then indemnity or any other type of penalty should not be sought from Netcore</p>	Kindly adhere to the terms of RFP
43	28	32	limitation of liability	<p>Netcore's liability cap for a 2-year contract should be limited to 9 months fees. the following points should also form part of limitation to liability: 1) Netcore cannot guarantee that the Services will never</p>	Kindly adhere to the terms of RFP





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			<p>be faulty but will use its reasonable commercial efforts to correct reported faults for which it is responsible as per its service levels.</p> <p>2) Except as expressly stated in this Agreement, all representations and warranties, as to throughput (pertaining to volumes of SMS being sent beyond permissible limits) are hereby excluded to the fullest extent permitted by law, save in the case of fraud.</p> <p>3) BANK acknowledges that the Services are provided on an "as is" basis. Netcore is not responsible in any way for any mobile telecommunications systems or networks, which it does not operate, such as the networks of the telecom operators and internet providers ("External Service Providers"). Accordingly, Netcore is not liable for the acts or omissions of the External Service Providers, including, without limitation, the suspension or termination of BANK's connections and/or contracts with any of their internet provider, or for faults in or failures of the External Service Provider's apparatus, IT infrastructure, or network, nor in general for any other technical reason attributable to their faulty communication systems.</p> <p>4) Netcore shall not be held in breach of its obligations under this Agreement if a SMS is not sent due to (a) incorrect Content provided by BANK; (b) the recipient's handset is switched off, (c) the SMS inbox is full, (d) mobile number provided is incorrect, (e) the handset of the recipient is out of coverage area or does not have internet connectivity to receive messages, or (f) mobile number has been deactivated.</p>	
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44	29	32		Not applicable, since Netcore is not deploying any person to the Bank for the services. This section needs to be removed because it puts an obligation on Netcore to submit employee related documents, which is not acceptable	Kindly adhere to the terms of RFP
45	35	33		not acceptable. Any change to the terms of the contract, or scope of service, etc, has to be mutually decided and recorded in writing. Bank cannot unilaterally change any terms	Kindly adhere to the terms of RFP
46	36	35		it should apply to both parties. The bank should also not be able to assign without Netcore's consent.	Kindly adhere to the terms of RFP
47	37 to 39	36		<p>THE CONTRACT SHOULD ALSO INCLUDE THE FOLLOWING TERMS:</p> <p>I. Obligations of BANK</p> <p>a. BANK will register itself on the Distributed Ledger Technology (DLT) platform created by telecom operators for enabling them to send SMSs to intended recipients, in accordance with the TRAI Telecom Commercial Communications Customer Preference Regulations 2018 ("TCCCP Regulations"). As part of the registration process, BANK will register itself as an entity which is the sender of the SMSs, upload the message template which will be used for the SMSs, 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). BANK 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 Netcore will not be held responsible for the same. BANK further agrees and acknowledges that it will register on the</p>	Kindly adhere to the terms of RFP





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				<p>DLT platform for each sender ID that it may propose to procure and use for its business requirements under this Agreement. BANK will be liable to pay all penalties that may be imposed by TRAI or the telecom operators, due to any act of the BANK which is in contravention of its registration and submissions on the DLT platform.</p> <p>b. All costs and fees for the DLT registration process, if any, shall be solely borne by BANK. Further, BANK shall pay for any additional services that it may procure on the DLT platform, during the registration process, such as, scrubbing. Any such special services will be the responsibility of the telecom operator and Netcore will not be responsible for the same.</p> <p>c. BANK agrees that the use of the Services pertaining to the SMSs shall be subject to the applicable TRAI directions, rules and TCCCP Regulations ("TRAI laws") and will at all times comply with the applicable TRAI laws.</p> <p>d. BANK shall at all times be responsible for creation of the content/creatives of the SMSs it proposes to send under this Agreement ("Content"). BANK will at all times be liable for the consequences arising from the Content.</p> <p>e. BANK shall ensure that the Content is not infringing, libellous, defamatory, obscene, pornographic, abusive, harmful, threatening, harassing, stalking, embarrassing, tortuous, offensive, hateful, or racially, ethnically or otherwise objectionable, misleading or violating any law or rules laid down by statute or any right of any individual or third party.</p>	
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CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

f. BANK shall: (a) notify Netcore immediately of any unauthorized use of any password or user id or any other known or suspected breach of security of the Software Solution panel provided under this Agreement, and (b) report to Netcore immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by BANK or its authorised users.

g. BANK shall be solely responsible for the acts and omissions of its authorised users, who is given access by BANK to the Software Solution. Netcore shall not be liable for any loss of data or functionality caused directly or indirectly by the authorised users.

h. If BANK uses any third- party technology along with the software provided by Netcore, which is not a technology/solution offered by Netcore, then Netcore will not be responsible for the integration of such third-party technology and neither will it be responsible for the performance of such third-party technology. It is abundantly clarified that if the Services are interrupted or becomes faulty due to the third-party technology, Netcore will not be held responsible for the same. BANK will be held responsible for any security breach to Netcore's software and panel, due to any third-party technology that BANK may integrate.

i. BANK shall ensure that its collection, access, use and disclosure of End-User information complies with the applicable law(s). BANK shall at all times perform its obligations and make BANK services and the Content



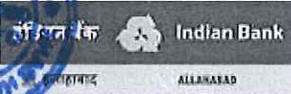


CO: Digital Banking Division

CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

			<p>available in compliance with and in such a manner as not to cause Netcore to be in material violation of the applicable laws.</p> <p>II. Suspension of Services</p> <p>(1) Netcore may suspend the Services for the following:</p> <p>(a) Suspension for non-payment of service fees; or</p> <p>(b) Netcore has been advised or instructed to comply with an order, directive or request of a governmental or other relevant state authority or the telecom operators for the SMS services; or</p> <p>(c) One or more of the telecom operators upon which the provision of Netcore SMS services hereunder is dependent, suspends its provision of those services to Netcore.</p> <p>(2) Netcore shall notify BANK of any suspension of the Services affected under this Agreement, providing BANK with details of the nature and cause of such suspension.</p> <p>(3) Netcore shall reinstate the suspended Services as soon as the cause for such suspension has been remedied.</p> <p>III. Personal data</p> <p>(a) BANK hereby warrants that it is entitled to disclose all personal data of End Users being shared under this Agreement to Netcore, in particular, it has obtained all necessary permissions from the End Users for such disclosure.</p> <p>(b) BANK declares and confirms that it is an administrator</p>	
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CO: Digital Banking Division

CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

				of personal data provided to Netcore under this Agreement and Netcore shall process personal data based on the BANK's authorization provided and in scope described in this Agreement. In particular the BANK is obliged to: (i) fulfil all legal requirements relating to protection of personal data, (ii) protect the interest of owners of personal data with due care and, in particular, to ensure that data are processed lawfully and (iii) undertake all necessary security measures protecting the personal data database and all personal data. (c) Netcore hereby declares that it shall fulfil all legal obligations connected with processing of personal data obtained from BANK under this Agreement.	
48	SECTION - IV QUALIFICATION CRITERIA	37	7. The bidder should have deployed DLT platform in atleast 1 telecom operator in the country. (Documentary proof to be submitted).	It is a very restrictive clause and only one aggregator in India is capable of deploying this solution. Also, this is a technology which is installed at Telecom Operator's end, & has nothing to do with the skills required for the RFP at hand. Technology to efficiently & timely deliver A2P SMS, has nothing to do with the knowledge of DLT platform. We urge this clause to be removed	Please refer to Corrigendum to RFP
49	SECTION - IV QUALIFICATION CRITERIA : Middleware Solution:	38	16. The Bidder should have successfully implemented robust middleware solution for integrating with Client applications. The middleware should have successfully processed atleast 2 Crore SMS from a single Client per day.	We have implemented the Middleware solution in Banks and Insurance and Financial services customers but here requesting you to please reduce the per day qty upto 1 Cr from any one customers instead of 2 Cr	Kindly adhere to the terms of RFP & Corrigendum





CO: Digital Banking Division

CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

50	14. COMPLETION PERIOD.	28	The services are to be delivered and project to be operationalised within 15 days from the date of issue of letter from the Bank on pilot basis for a period of 14 days (TWO WEEKS). The purchase order will be provided by the Bank only if the Bank is satisfied with the services offered by the bidder during the pilot period. Non-compliance of the delivery schedule will result in penalty as per clause 23.1 of the RFP.	Kind request to extend for 1 or 2 weeks more for the project to be operationalised	Please refer to Corrigendum to RFP
51	Benefits to Micro and Small Enterprises (MSEs)The condition of prior turnover and prior experience	10	4. Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India.5. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) & MSEs subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).	Kindly specify the relaxation and benefit wrt the point number 7 and 8 of Page 11 of 79.Kindly specify the relaxation to the terms of SECTION - IV, page 37 & 38 of 39.	Please refer to the Corrigendum to RFP
52	3.PRE-BID MEETING	10	d. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the cost of bid document i.e. Rs.50,000/- (Rupees Fifty Thousand Only, non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai.	Kindly specify the relaxation and benefit wrt the point number 7 and 8 of Page 11 of 79.	Please refer to the Corrigendum to RFP
53	13. Selection Of Vendors	20	The estimated SMS volume will be distributed in a ratio of 50:30:20 between the 3 shortlisted bidders. The L1 vendor will get more SMS traffic than the other shortlisted vendors. Cost of on-site support engineer will be paid to the bidder on monthly basis.	We understand that the middleware solution is to be offered by only one vendor who becomes L-1 after reverse auction. The L-1 vendor and provider of middleware solution shall get the 50% traffic and the remaining two vendors who agree to match the L-1 price shall only get	All vendors should have their own Middleware solution. It will be discretion of the Bank to use





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CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

				30% and 20% traffic and without scope of middleware solution. Please clarify if our understanding is correct.	Middleware of any vendor.
54	12.3 Commercial Evaluation	20	c) The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, warranty, interconnect charges, operator/telecom charges, DLT charges etc., but exclusive of taxes only.	<p>Please amend so that in the financial bid format there is a provision for the price to be quoted separately for SMS Charges and applicable DLT charges. (Since the DLT charges are fixed by Govt regulations, hence it is more appropriate to furnish the break-up.)</p> <p>Also the DLT charges are applicable on submission to DLT scrubbing platform itself and is payable irrespective of the delivery success of the SMS. Therefore please provide provision for DLT charges to be paid to the SMS service provider in following delivery cases which will be excluded from SLA/penalty calculations: Inbox full, International Roaming, Mobile Number blacklisted, Mobile Switched Off, Out of range, Invalid Mobile Number</p>	Kindly adhere to the terms of RFP
55	5. SCOPE OF CONTRACT:	25	<p>Complete services as per the technical/ functional specification given in the RFP should include the following:</p> <ul style="list-style-type: none"> - PUSH service. - PULL SMS using short code/long code with/without Virtual Mobile Number. 	<p>Please provide the estimated quantity/volume of Pull SMSes.</p> <p>Also we request you to provide a separate line item for quoting the rental charges of Virtual Mobile Number.</p>	<p>MONTHLY AVERAGE NO. OF PULL SMS is approx. 35 lac per month</p> <p>No rental charges will be paid for VMN</p>
56	5. SCOPE OF CONTRACT:	25	The bidder should have international reach across the globe and be able to deliver messages across the world within stipulated time frame.	Please provide the list of countries where SMS services of bank's customers is to be provided.	International SMS is to be delivered to all countries where Bank's customer is present





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CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

57	6. PURCHASE PRICE	25	In the event of reduction in the international or national market prices of the SMS services, the Bank reserves the right to negotiate price with the bidder/s.	International SMS pricing depends on the international prices in major international currencies. The prices of International SMS will be in Euros. Please clarify how the price point in INR has to be fixed accordingly.	Bidder will quote price in Indian Rupees Only.
58	9. IMPLEMENTATION SCHEDULE	26	Implementation, configuration of should be completed within 14 days (Two (2) weeks) from the date of acceptance of purchase order.	The hardware specification/ sizing will be provided by the bidder for deployment of middleware solution. The necessary hardware & OS will be provided by the Bank. Kindly calculate implementation schedule from site-readiness.	Please refer to Corrigendum to RFP
59	13. PRICES AND TAXES	27	In the event of reduction in the international or national market prices of the SMS services, the Bank reserves the right to negotiate price with the bidder/s. If there is any reduction in price due to changes in Government guidelines or regulations or rule or Act or any administrative fiat, the benefit of reduction in rate must be passed on to the Bank.	Please confirm that the upward revisions on account of government levies/regulatory charges shall be accommodated by Bank. The revisions on account of government levies/regulatory charges should be treated fairly and in same manner irrespective of the revision being upward or downward.	There will be no upward revision in the price. Any reduction in price should be passed on to the Bank.
60	31. PENALTY: v. Penalty from Regulatory Authority:	34	Any penalty that bank has to pay on account of ombudsman or TRAI cases for non-delivery of SMS related services offered by the bidder or delay in delivery of logs or non delivery of logs , Bidder has to reimburse the full penalty and any other expenditure to Bank, if any, in this regard. The penalty shall be deducted from any money due or becoming due to the bidder under this contract OR may be realized by invoking of Bank Guarantee or otherwise from any other amount payable to the bidder.	Please amend to include the following : Bidder should be required to reimburse the penalty and any other expenditure to Bank only when the non-delivery of SMS is solely attributable to the bidder. Supplier's liability on any specific case of non-delivery of SMS under the contract shall be limited to 100% of the service value on pro-rata basis.	Kindly adhere to the terms of RFP. If TRAI penalty is not on account of bidder, they shall not be liable.



**CO: Digital Banking Division****CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)**

61	SECTION - IV QUALIFICATION CRITERIA	37	7. The bidder should have deployed DLT platform in atleast 1 telecom operator in the country. (Documentary proof to be submitted).	Please amend to remove this clause since this is restrictive and qualifies only one vendor.	Please refer to Corrigendum to RFP
62	SECTION - IV QUALIFICATION CRITERIA	37	6. Bidder should have direct tie - up/arrangements with minimum three telecom service providers/ operators within India for domestic services and minimum two for international operators. Copies of currently valid Agreements OR Certificates with the telecom operators with which it has direct connectivity.(document to be submitted in this regard).	<p>Since in case of International Locations the SMS can only be delivered as per the rules of the specific countries. This includes requirement of certain countries that a telecom operator can only have a tie-up with a local entity of within country. This limits the ability of an Indian SMS aggregator to have tie-up with telecom operators everywhere and in multiple countries. Moreover having tie-up with just two telecom operators can't guarantee connectivity and routes arrangement in all countries.</p> <p>We request you to please allow us furnish one tie-up arrangement with one overseas telecom service provider which in turn has connectivity in all telecom network of all countries.</p>	Kindly adhere to the terms of RFP
63	2. Middleware	38	<p>Middleware Solution:</p> <p>16. The Bidder should have successfully implemented robust middleware solution for integrating with Client applications. The middleware should have successfully processed atleast 2 Crore SMS from a single Client per day.</p>	<p>The following clause is restrictive and prohibits the MSEs and from participation</p> <p>" middleware should have successfully processed atleast 2 Crore SMS from a single client per day...."</p> <p>This is "Prior Experience" criteria and we request you to kindly specify the relaxation and benefit wrt the (Rule 173 (i) of GFR 2017).</p> <p>If it is not feasible to specify the relaxation, please allow the MSE bidder to quote only the "Middleware" solution from the OEM based on the MAF issued by OEM. While offering the "Middleware" the contractual obligations shall be sole responsibility of the bidder.</p>	Please refer to Corrigendum to RFP





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CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

64	13. Selection of Vendors	20	Cost of on-site support engineer will be paid to the bidder on monthly basis.	Request to confirm if the cost will be reimbursed on actual basis or we need to quote price for on-site support engineer.	Please refer to Page no. 68 of the RFP. Bidder will quote price for One on-site support engineer
65	Existing volume and delivery timeline:	25	Push SMS categories are as follows: Pull SMS category using short/long code with/without Virtual Mobile Number	We request you to share existing delivery percentage for Push and Pull SMS.	Will be shared with the successful bidder.
66	6. Purchase Price	25	Bidder should factor in all the costs in implementing SMS services.	Please confirm DLT scrubbing charges be included in the price or quoted separately.	Price quoted by the bidder must be inclusive of all charges excluding GST
67	12. PAYMENT TERMS	27	Payment will be made only for SMS delivered successfully to the customer handset	Please confirm if the DLT scrubbing charges will be paid for Failed SMS.	No.
68	SECTION - IV QUALIFICATION CRITERIA	37	7. The bidder should have deployed DLT platform in atleast 1 telecom operator in the country. (Documentary proof to be submitted).	It is a very restrictive clause and only one aggregator in India is capable of deploying this solution. Also, this is a technology which is installed at Telecom Operator's end, & has nothing to do with the skills required for the RFP at hand. Technology to efficiently & timely deliver A2P SMS, has nothing to do with the knowledge of DLT platform. We urge this clause to be removed	Please refer to Corrigendum to RFP
69	14. COMPLETION PERIOD.	28	The services are to be delivered and project to be operationalised within 15 days from the date of issue of letter from the Bank on pilot basis for a period of 14 days (TWO WEEKS). The purchase order will be provided by the Bank only if the Bank is satisfied with the services offered by the bidder during the pilot period. Non-compliance of	Requesting you to please add the completion period 5-6 weeks instead of 2 weeks once all the Hardware and config details in place from the Bank side	Please refer to Corrigendum to RFP





CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

			the delivery schedule will result in penalty as per clause 23.1 of the RFP.		
70	11. LIQUIDATION /BANKRUPTCY	26/27	Liquidated damages for delay in delivery and installation of solution would be as under : In case Bidder is not able to integrate the solution as completion period of the RFP/Contract, a penalty of Rs. 1,00,000/- (plus tax) per week subject to a maximum of 10% of contract value will be charged	For the Integration point of view we as a aggregator some how totally depends on the Bank as well and its totally depends on the case to case basis. Integration and the timeline needs to be manage mutually between Bank and aggregator so considering all the pointers need a relaxation in the penalty as we will give our 100% to achieve the timeline and deliver the product on time.	Kindly adhere to the terms of RFP
71	31. PENALTY:	33	ii. Penalty for fall in success Rate	Kindly make a penalty clauses different for DOMESTIC as well as INTERNATIONAL SMS Category	Please refer to amendment to RFP
				Penalty charges on monthly basis mentioned is very aggressive so requesting you to please reduce the same. Success ratio is also totally depends on the data quality.	Kindly adhere to the terms of RFP
72	38. SCOPE OF WORK	36	The middleware solution & perpetual license will be handed over to the Bank, and it will become property of the Bank after expiry of the contract period of 2 years or the extended contract period.	Once we qualified in the RFP we needs to implement the middleware solution which is our inhouse developed platform and same we will modified as per the banks requirement mentioned in the scope. We will guide banks team for the Implemented solution and share the documentation as well. Here as you have mentioned in the clause Regarding the middleware solution & perpetual license will be handed over to the Bank, and it will become property of the Bank after expiry of the contract period of 2 years or the extended contract period need to be remove.	Please refer to Corrigendum to RFP.
73	9.PART-II – Commercial Bid	68	International SMS cost	Kindly list down the contries / Regions in which Indian Bank looking for the International sms delivery. Along with the same if we get the counts as well then it will be great.	International SMS is to be delivered to all countries where Bank's customer is present





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CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

74		68	WhatsApp SMS cost	Please describe the SOW for whatsapp services in detail. Existingly whatsapp services is lived with the Bank ? Or it's a new integration	Bidder to quote for WhatsApp Push notifications only
				Setup cost , user initiatives , business initiatives , Bot development cost such line items needs to be add in the commercial	Bidder to quote for WhatsApp Push notifications only
75	38. SCOPE OF WORK	36	The bidder will provide 1 on-site support engineer on 24x7 basis at Banks premises.	On site support Engineer needs to provide by only L1 bidder or all the selected bidders ?	One On-site engineer to be provided by all the selected bidders
				As asked in the scope on site support engineer on 24*7 means needs to higher 3 resources and costing needs to be added accordingly ? Please confirm	Kindly adhere to the terms of RFP
76	14. CHECKLIST for Part – I	79	The Bidder should have successfully implemented robust middleware solution for integrating with Client applications. The middleware should have successfully processed atleast 2 Crore SMS from a single Client per day. A copy of the proof should be submitted in this regard.	As a proof kindly allow to get the Email confirmation from the customer instead of letter . We will try to get the letter as well but evaluation point of view will share WO/ PO/ agreement / UAT sign Off doc and Invoices or Email confirmation from the customer	Kindly adhere to the terms of RFP
77	Submission			All the technical documents needs to submit Physically and online ? Please confirm	Yes
78	Annexure 1 - Technical Specification: 14	40	Facility should be there to send encrypted SMS texts from bank to vendor server and vendor must be able to decrypt the SMS text and send to customer.	Post DLT the data in motion can't be encrypted as the scrubbing process will fail. Can you please clarify this point a bit more?	Facility should be there to send encrypted SMS texts from bank to vendor server and vendor must be able to decrypt the SMS text at operator level.





CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

79	Annexure 1 - Middleware: 23	43	Should be able to accommodate integration changes like integration with Social Networking sites like Twitter, Facebook, Instagram, WhatsApp etc. and any other Banks social media platform, WhatsApp (Android, iOD & Windows) functionality and should have authorized tieup/license with OEM.	Accomodating the new services is not a challenge. How would be the cost/ commercial taken up as these services are on higher side than SMS.	Bank will provide the Business account for social networking sites and bidder has to provide API for necessary integrations. These are requirements which may be implemented in future. Bank expects that the solution should be capable and scalable to handle this integration in future.
80	Annexure 1 - Middleware: 24	43	Bidder(s) should be sending messages in multi lingual/region wise all the regional language. Bidder(s) shall provide solution with an Option to select choice of Vernacular Languages to existing as well New customers for receiving messages vide all mediums (SMS, Voice message, Emails, App/Web Notification, WhatsApp, etc). Customer will receive messages in selected Choice of Vernacular language,including the option to change the choice of language. The languages to be supported may increase in future.	Pushing the Vercular SMS is fine but giving an option to select is to be taken care by the bank only.	Current requirement is for selecting option through SMS. In future other mediums may be explored.





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CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

81	Annexure 1 - VMN: 1	46	The bidder should provide two easily memorable numbers from two different operators for providing missed call solution (Just dial services) to its customers. The bidder should disconnect the call after two rings and forward the mobile number received to the bank via encrypted URL request for sending the balance alerts/transaction status via SMS.	As an operator, we can only provide the numbers of our network only. I hope this is not a road blocker here.	Please adhere to the terms of RFP
82	SECTION V Annexure-1 TECHNICAL SPECIFICATIONS 2. Middleware	42	15. The bidders system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if the port is provided in the URL.	Port Based messaging are not supported, please remove this specification	Please adhere to the terms of RFP
83	SECTION V Annexure-1 TECHNICAL SPECIFICATIONS 2. Middleware	43	24. Bidder(s) should be sending messages in multi lingual/region wise all the regional language. Bidder(s) shall provide solution with an Option to select choice of Vernacular Languages to existing as well New customers for receiving messages vide all mediums SMS, Voice message, Emails, App/Web Notification, WhatsApp, etc). Customer will receive messages in selected Choice of Vernacular language, including the option to change the choice of language. The languages to be supported may increase in future.	App/Web notifications are not supported on Karix Middleware solution. Please remove this clause. For such notification marketing automation platform is required, which is not in Scope of this RFP	Please adhere to the terms of RFP





CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

84	SECTION V Annexure-1 5) VMN	46	2. The code (long code/short code/VMN) allotted to the Bank should be easily memorable and accessible to Bank customers, both domestic and international, through all the telecom operators across the globe on 24*7*365 basis.	long code/short code/VMN on international operator are subjected to availability and specific cost is applicable. Please make the changes in Commercial BOQ to accommodate VMN cost.	Please adhere to the terms of RFP
85	SECTION V Annexure-1 5) VMN	46	1. The bidder should provide two easily memorable numbers from two different operators for providing missed call solution (Just dial services) to its customers. The bidder should disconnect the call after two rings and forward the mobile number received to the bank via encrypted URL request for sending the balance alerts/transaction status via SMS.	This RFP is rolled out for providing SMS service, but here missed call service is mentioned for VMN. Please clarify, and change the Commercial BOQ to accommodate missed call VMN charges.	No change in the existing terms & conditions of the RFP. Cost involved, if any, must be taken care of in the price to be quoted by the bidder
86	SECTION V Annexure-1 5) VMN	46	4. The Virtual Mobile Number provided to the Bank and activated will become the property of the Bank. In case of expiry of the contract or termination of the contract due to any reason, the bidder has to surrender these Virtual Mobile Numbers to the Bank	Because VMN's are procured in the name of bidder, bank will be billed for these VMN by the bidder. At the time of termination of contract, bidder will furnish the allocated VMN's back to operator and Bank can request operator to allocate the VMN's directly to Bank. Bidder will be able to provide NOC letter that need to be furnished by bank to the operator while making such request. Final decision of allotment will be at operator's discretion. Please change this clause accordingly	Please adhere to the terms of RFP
87	SECTION V Annexure-1 TECHNICAL SPECIFICATIONS 8) Security, Audit & Compliance	50	9. The bidder has to support for all internal and external audits, penetration testing conducted by the Bank or the competent authority. The bidder has to support to close any observations made during the audit/security tests within the timelines.	As per the standard, Karix is conducting the VA,PT annually through 3rd party Cert-In certified security vendor and the reports will be extended to customers during their audit. We can't allow Bank or the competent authority to do penetration testing from their end. Please delete this clause	Please adhere to the terms of RFP



CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)


88	3	41	Pushing of SMS to middleware – There should be provisions in the middleware system by which bank application can push the messages to middleware DB through direct DB connection and API.	We don't have support distribution of SMS traffic to different vendor in our middlewear. We request bank to distribute traffic through selected vendor only.	Please adhere to the terms of RFP
89	2. Middleware 12th Point	42	The solution offered should provide the SMPP and/or HTTPS-API with/without XML support to the Bank with multiple accounts for receiving SMS from the Bank. This should be primary channel of communication.	Intial POC time, SMPP in middleware is rejected due to security concern. Hence bank requested us to implement API in Middleware.	Bidders solution should support both protocols. Please refer to RFP clause
90	2. Middleware 22nd Point	43	The solution offered should be scalable to meet the requirements of the Bank for the next 3 years from the date of award of contract.	On Page no 60 - commercial asked for 2 years.. However here its mentioned 3 years. Kindly clarify the contract period	Contract period is 2 years. However, the contract may be extended for 1 more year at the same terms and conditions at Banks discretion
91	2. Middleware	Page 42 of 79	Bank may push only SMS text to the bidder (not the template ID). Bidder's solution should be capable of matching the text with the templates, that are uploaded on DLT by bank, and accordingly derive template ID and forward the same to the operator. In case of multiple similar templates registered on DLT portal, solution should make the best match and forward the same to operator. In case SMS fails due to wrong match, penalty will be imposed as per SLA.	Kindly remove this clause since technically, it only adds to the latency and affects the pace of service. By providing the 'template IDs' which is a practice already adopted by leading PSBs the probability of error by the software and associated latency is eliminated.	Please adhere to the terms of RFP

CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

92	WhatsApp SMS	Page 43, 60, 68 of 79	Whatsapp messaging	<p>We suggest that to avoid fraudulent SMSes by Cybercriminals who are imposters and can imitate banking messages, the Whatsapp SMSes to be sent through only the Whatsapp Business API and Verified Official Business Account.</p> <p>Kindly stipulate that that the service should be rendered by official Facebook BSP through Whatsapp Business API.</p>	Only WhatsApp Push message services to be provided
93	SECTION - IV QUALIFICATION CRITERIA : Middleware Solution:	38	16. The Bidder should have successfully implemented robust middleware solution for integrating with Client applications. The middleware should have successfully processed atleast 2 Crore SMS from a single Client per day.	We have implemented the Middelware solution in Banks and Insurance and Financial services customes but here requesting you to please reduce the per day qty upto 1 Cr from any one customers instead of 2 Cr	Please adhere to the terms of RFP
94	SECTION V Annexure-1 TECHNICAL SPECIFICATIONS / 2. Middleware /23.	43	23. Should be able to accommodate integration changes like integration with Social Networking sites like Twitter, Facebook, Instagram, WhatsApp etc. and any other Banks social media platform, WhatsApp (Android, iOD & Windows) functionality and should have authorized tieup/license with OEM.	Please elaborate in this ? This RFP is only for SMS integration along with the middleware solution.	RFP is for SMS Gateway Services and Middleware solution



CLARIFICATIONS : RFP FOR SMS GATEWAY SERVICES WITH MIDDLEWARE SOLUTION (RFP No. CO:DBD:1715/2022-23 dated 03.09.2022)

95	 SECTION V Annexure-1 TECHNICAL SPECIFICATIONS / 2. Middleware /24.	43/44	Bidder(s) should be sending messages in multi lingual/region wise all the regional language. Bidder(s) shall provide solution with an Option to select choice of Vernacular Languages to existing as well New customers for receiving messages vide all mediums (SMS, Voice message, Emails, App/Web Notification, WhatsApp, etc). Customer will receive messages in selected Choice of Vernacular language, including the option to change the choice of language. The languages to be supported may increase in future.	App/Web Notification is not possible so needs to remove the same . Can support only SMS, EMAIL & Voice	Push notifications will be taken care of by Bank. However vendor has to provide option for selection of language
96	SECTION V Annexure-1 TECHNICAL SPECIFICATIONS / 5) VMN	46	The bidder should provide two easily memorable numbers from two different operators for providing missed call solution (Just dial services) to its customers. The bidder should disconnect the call after two rings and forward the mobile number received to the bank via encrypted URL request for sending the balance alerts/transaction status via SMS.	In the commercial line Item VMN costing needs to be add	VMN to be provided to Bank with no additional charge to the Bank