				Queries related to	RFP	
RFP	072020			1	ivery of Domestic & International SMS	
Sr No	Page #	Point / Clause #	Main section	Clarification point as stated in RFP	Comments / Suggestions	Bank's reply
1	22	3.2.24	Scope of Work	The bidder should be able to distinguish between Domestic and International mobile number without making any changes at Bank's end	It's not possible for system to identify if the number is domestic or international as same sequence & series number are available in multiple countries. The feature cannot be hard coded based on existing data as operator can introduce new number series at any point of time in domestic and international.  So, country code is required to distinguish between domestic & international number	Country Code will be provided by the Bank for transactional SMSs
2	23	3.2.35	Scope of Work	Dynamic (numeric as well as alphanumeric) sender IDs should be supported for domestic as well as International SMSs	Sender id is depends on regulations and it varies country to country. Hope Bank will consider that	Bidder shall provide Dynamic sender IDs for Domestic SMSs.  However In other countries respective regulatory norms to be followed.
3	24	3.2.50	Scope of Work	The bidder should provide the archives of all the messages sent to their gateway with the delivery status in a CD / DVD on monthly basis	Data can be provided over SFTP, hope it's fine	Data can be exchanged over SFTP
4	25	3.2.54	Scope of Work	L1 / L2 bidder should have provision to split the traffic and deliver the messages to their respective SMS gateway	Need clarity	L1 Bidder shall provide an application hosted at Bank's premise for splitting the traffic.
5	35	6.4.1	Penalty	Bank expects 100% availability of the services. The uptime of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months at the discretion of the Bank, as detailed under but not limited to	Hope planned maintenance activities are excluded	Planned maintenance activities are excluded for Penalty calculations.
6	35	6.4.1	Penalty	OTP and alerts are critical messages and hence 100% of these messages should be delivered to the customer within 30 seconds. If the percentage of messages delivered within 30 seconds during the month for which the invoice submitted is less than 100%, the penalty will be charged as below	100% of delivery is not feasible because it is largely depends on the database and network availability of the end user and so on Request to reconsider on the deliverable 97% in 30 seconds. (purely based on the database and network availability)	No change in RFP clause
7	35	6.4.1	Penalty	98% of the Non critical messages should be delivered to the customers within 60 seconds. If the percentage of messages delivered within 60 seconds during the month for which the invoice submitted is less than 98%, the penalty will be charged as below	Kind request to reconsider on the deliveries. For pure transactional messages suggested value could be 98% in 120 seconds.  For Bulk transactional Messages (Educational) 0 - 10 laks : 30 minutes 0 - 25 laks : 1 hour 0 - 50 laks : 2 hours	No change in RFP clause
8	25	3.3	Infrastructure	The successful Bidder has to suggest Hardware requirements to meet the future needs if the Bank requests to host the Application / Tool at Bank's premise	Bidder will be providing the hardware as well as Software or Bank will be providing the Hardware as per the application requirement?	RFP clause is Self explainatory

Sr No	Page #	Point / Clause #	Main section	Clarification point as stated in RFP	Comments / Suggestions	Bank's reply
9	25	3.3	Infrastructure	The successful Bidder must install the Application / Tool with high	If the Application/Tool is to be hosted at bank's	DC / DR information will be shared with successful
				availability & secure infrastructure as per industry accepted security	premises, then DC/DR will be that of bank.	Bidders.
				standards and best practices	Please provide details for DC/DR	
10	34	6.1	General	The selected Bidder will accomplish preventive maintenance	Bidder request Bank of Maharashtra to amend this	No change in RFP clause
				activities / software, firmware	clause and request to change the preventive	
				upgrades on Quarterly basis and breakdown maintenance to ensure	maintenance on half yearly basis	
				that all hardware		
				function without defect or interruption		
11	34	6.1	General	Penalty charges will be subjected to a maximum of 10% of the total	Bidder request Bank of Maharashtra to amend	No change in RFP clause
				contract value	penalty charges to maximum 5% on monthly payment	
					of failed delivery of SMS	
12	34	6.2	Project	The bidder will within a period of 4 weeks from the date of the	Bidder would request Bank of Maharashtra to	No change in RFP clause
			Timelines	Purchase Order obtain approval of the regarding applications,	increase the timeilne for obtaining approvalof the	
				arrange for testing, complete all infrastructural requirements and	regarding applications, arrange for testing, complete	
				begin acceptance testing	all infrastructural requirements	
					and begin acceptance testing from 4 weeks to 8	
					weeks	
13	35	6.4	Penalty	OTP and alerts are critical messages	Bidder request Bank of Maharashtra to reduce the	No change in RFP clause
				99.5 to 98.5 10% of invoice value	penalty	
				98.5 to 97.5 15% of invoice value	99.5 to 98.5 >>>>5% of invoice value	
				Less than 97.5 25% of invoice value	98.5 to 97.5 >>>>7% of invoice value	
-					Less than 97.5 >>>>10% of invoice value	
14	37	6.5	Services	The Vendor should provide mobile numbers of at least 2 Support	We request Bank of Maharashtra to please confirm	No Onsite support is required.
				Persons who can act as support partners to any issues. These	whether the required resources needs to be	
				personnel should provide on-site / field support activities	dedicated at customer premises or they can be based	
					out of Bidder's premises.	
					If the resources are required to be dedicated at	
					customer's premised, request Bank of Maharashtra to	
					share the office location & shift duration.	
					Bidder also assumes that in case of dedicated	
					resources Laptop/PC will be provided by the Bank of Maharashtra	
					INIGITALISTICIA	
15	53	4	Annexure 3 -	Bidder should have been offering SMS Aggregation services in at	Request Bank of Maharashtra to revise the clause as	No change in RFP clause
13	33	<del>-</del>	Eligibility	least two PSB / Scheduled Commercial Bank in India at the time of	below	The change in the change
			Criteria	issuance of the RFP and should have been in the SMS Aggregation	" Bidder should have been offering SMS Aggregation	
			Criteria	business in India for last 3 years on date of issue of RFP	services in at least two PSB / Scheduled Commercial	
					Bank/Govt. Organizations/PSU/Private/Public Limited	
					companies in India at the time of issuance of the RFP	
					and should have been in the SMS Aggregation	
					business in India for last 3 years on date of issue of	
					RFP	

Sr No	Page #	Point / Clause #	Main section	Clarification point as stated in RFP	Comments / Suggestions	Bank's reply
16	53	6	Annexure 3 - Eligibility Criteria	Bidder should have direct connectivity / tie up / arrangement with minimum 3 Domestic telecom service providers for delivering message to Domestic Numbers (even when they are on International Roaming) & with minimum 2 international service provider for delivering message to International Numbers	This clause should not be vaild for Telecom providers. Request Bank of Maharashtra to kindly confirm	No change in RFP clause
17	54	7	Annexure 3 - Eligibility Criteria	Bidder should have a capability to handle at least 100 Lakh Real Time SMS alerts per day for Banking Transactions	Request Bank of Maharashtra to revise the clause as below: "Bidder should have a capability to handle at least 100 Lakh Real Time SMS alerts per day."	No change in RFP clause
18	21	3.2.8	Scope of Work	Assuming, Bidder should have provide (Long code/short code) new number to be provided to the BankSelected bidders have to provide easy to remember long code(s) / short code(s) as per the Banks requirement in the ratio of L1:L2::7:3, to receive incoming SMSs from customers	Bidder assumes that we have to provide (Long code/short code) new number to the Bank. Opening of SC along all operators will be Bank Scope (except Airtel)	No change in RFP clause
19	20	3.1	Objective	Providing Bulk email & WhatsApp message services	Request Bank of Maharashtra to confirm what will be the average Email size	Refer Corrigendum - Revised Commercial
20	21	3.2.6	Scope of Work	Delivery of SMS alerts should be ensured to all National / International locations without any exception. Undertaking to this effect to be submitted	Delivery report for International location will be provided as Delivery up to International Operator N/W, and not handset	Bidder shall provide Delivery reports for Delivery of international SMSs to handset whereever possible.
						In other countries regulatory norms to be followed.
21	21	3.2.8	Scope of Work	Selected bidders have to provide easy to remember long code(s) / short code(s) as per the Banks requirement in the ratio of L1:L2::7:3, to receive incoming SMSs from customers	Opening of SC along all operators will be Bank Scope (except Airtel)	No change in RFP clause
22	21	3.2.8	Scope of Work	Selected bidders have to provide easy to remember long code(s) / short code(s) as per the Banks requirement in the ratio of L1:L2::7:3, to receive incoming SMSs from customers.	Request Bank of Maharashtra to kindly confirm if there are any existing SC & LC running; to be migrated to L1 / L2?	Existing Shot Codes & Long Codes will be migrated
23	22	3.2.21	Scope of Work	The bidder should have proper test infrastructure with capability of end to end testing of all integration with Bank applications	Share what type of Applications are to be integrated?	RFP clause is Self explainatory
24	22	3.2.22	Scope of Work	For promotional SMSs / Voice on calls, solution should provide features including but not limited to below, in addition to other features specified in the RFP - Sending SMS / Voice call to one / many mobile numbers	What will be the traffic volume of Voice Calls?	Refer Corrigendum - Revised Commercial
25	22	3.2.22	Scope of Work	Sending Audio / Video WhatsApp messages to customers	What will be the traffic volume of Whats APP - SMS & Video ? Please do mention the average video size as well	Refer Corrigendum - Revised Commercial

Sr No	Page #	Point / Clause #	Main section	Clarification point as stated in RFP	Comments / Suggestions	Bank's reply
26	23	3.2.29	Scope of Work	Bidder should be capable of providing Missed Call service on Long Code	What will be the traffic volume of Miss Call service?	Refer Corrigendum - Revised Commercial
27	23	3.2.36	Scope of Work	Sender ID allotted should be unique for our Bank and same should not be used by any other entity across the globe.  Vendor need to submit the declaration for the same	CLI authorisation can be given for India not across the globe	Bidder need to submit the declaration for India only.
28	25	3.2.54	Scope of Work	L1 / L2 bidder should have provision to split the traffic and deliver the messages to their respective SMS gateway	It should be Bank's responsibility to split the traffic volume? How L1 or L2 will do it? Is it Hour wise, Day wise? How bank will check the if L1 has done it fairly?	L1 Bidder shall provide an application hosted at Bank's premise for splitting the traffic.
29	26	4.4	Commercial Proposal Evaluation Criteria	Bank reserves the right of selection of Vendors either by opening of Commercial Bids of vendors or proceed with the selection of vendor through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened	Request Bank of Maharashtra to kindly confirm if the selection would be through a Online Reverse Auction or through a commercial bid submission	RFP clause is Self explainatory
30	25	3.5.1	Terms of Execution of Work	Time period for integration and implementation should be within 6 weeks from the date of purchase order	Standard delivery timeline 6-8 weeks (Added in Prebid queries sheet)	No change in RFP clause
31	22	3.2.27	Scope of Work	The code (long code / short code) 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 24x7x365 basis	Request Bank of Maharashtra to support us on the routing of shortcode for other telco's	RFP clause is Self explainatory
32	35	6.4.1	Penalty	98% of the Non critical messages should be delivered to the customers within 60 seconds. If the percentage of messages delivered within 60 seconds during the month for which the invoice submitted is less than 98%, the penalty will be charged as below	The SLA adherence is barring network errors (Like switched off, Inbox full, Out of n/w error) etc  Would like to confirm if non critical messages mean promotional messages, if yes, we request the Bank to please change SLA from 60 sec to 60 mins	No change in RFP clause
33	18	2.18	Intellectual Property Rights	All Intellectual Property Rights in the deliverables (excluding Pre- existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank	Since there are no Deliverables created during the messaging services, kindly replace "owned by Bank' with shall continue to vest in the Owner of IPR	No change in RFP clause
34	20	3.2.9	Scope of Work	There should not be any price escalation during the contract period. However any downward revision in IUC charges, Government Levies etc, the same will be passed to the Bank on proportionate basis	Kindly allow the escalation in price on account of any increase in Regulatory/Operator charges	No change in RFP clause
35	33	5.6	Contract Validity & Service Continuity	The clause is also applicable in case of termination of the contract before the expiry. In case of termination of the contract before expiry, the vendor agrees to provide services as mentioned in this RFP document till the Bank makes alternate arrangement	Clarity is required, as once the Contract is terminated before the expiry, then how the service continuity can be provided/maintained. Kindly delete this paragraph	No change in RFP clause

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36	34	6.1	SERVICE LEVELS- General	Penalty charges will be subjected to a maximum of 10% of the total contract value	The penalty of 10% of the total contract value is too high considering the contract period is of 5 years. Kindly reduce the same to 10% of the average one year contract value.	No change in RFP clause
37	34	6.3	Liquidated Damages	If there is a delay by the bidder in the delivery of any or all goods or performance of services, the Bank shall, without prejudice to its other remedies under the rate contract deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the order value for each week of delay until actual delivery of the complete order at each location subject to maximum of 10% of cost of System. Bank of Maharashtra reserves the right to cancel the order and return the partially delivered equipment, if any, at the cost of the bidder in case delivery are not affected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to vendor/supplier from this contract	Penalties should subject to the total cost of 10% of average one year contract value and not the cost of System. You may kindly revise the statement in line with the intention of the service provider	No change in RFP clause
38	34	6.4	Penalty	Charges on monthly basis for the availabilty	Charges on monthly basis for the availabilty are very high, kindly reduce the same and make it subject to total 10% of average one year contract value	No change in RFP clause
39	36	6.4.4	Penalty for non- delivery of SMS	Any penalty that bank has to pay on account of ombudsman , TRAI or Customer complaints cases for non-delivery of SMS related services offered by the bidder, Bidder has to reimburse the full penalty with expenditure if any	For default at Telecom Operators end the bidder should be held liable for re-imbursement. Kindly mention specifically on account of Bidders act or omissions	No change in RFP clause
40	43	7.8.1	Termination	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving 3 months prior written notice to the bidder	Kindly make it both the Parties shall be entitled to terminate. Kindly make the termination rights mutual	No change in RFP clause
41	44	7.9	Effect of Termination	The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment	Kindly relieve the bidder effective from date of termination once a contract is terminated	No change in RFP clause
42	44	7.9	Effect of Termination	Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of 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 clarify what is meant by However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible, kindly delete the same	No change in RFP clause

Sr No	Page #	Point / Clause #	Main section	Clarification point as stated in RFP	Comments / Suggestions	Bank's reply
43	46	7.16	Indemnity	Bidder shall indemnify, protect and save the Bank and hold the	Kindly provide the indemnification provisions for the	No change in RFP clause
				Bank harmless from and against all claims, losses, costs, damages,	bidder also. Bank shall indemnify, protect and save	
				expenses, action suits and other proceedings, (including reasonable	the Bidder and hold the Bidder harmless from and	
				attorney fees), relating to or resulting directly or indirectly from	against all claims, losses, costs, damages, expenses,	
				third party claims (i) an act or omission of Bidder , its employees, its	action suits and other proceedings, (including	
				agents, or employees of the consortium in the performance of the	reasonable attorney fees), relating to or resulting	
				services provided by this contract, (ii) breach of any of the terms of	directly or indirectly from third party claims arising	
				this agreement document or breach of any representation or	from (i)an allegation that all or any part of the	
				warranty by Bidder , (iii) use of the allocated site and or facility	Content provided by Bank or its use of the bidder	
				provided by Bidder , (iv) infringement of any patent, trademarks,	System or any Services: (i) violates Applicable Law	
				copyrights etc. or such other statutory infringements in respect of	and/or the Rules, or (ii) infringes upon any valid	
				all components used to facilitate and to fulfill the scope of the site	intellectual or proprietary rights of any Third Party	
				requirement. 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/s providing facility to Bank's equipment at all points of		
				time, provided however, (i) the Bank notifies Bidder in writing		
				immediately on aware of such claim,		
				(ii) Bidder has sole control of defense and all related settlement		
				negotiations, (iii) the Bank provides Bidder with the assistance,		
				information and authority reasonably necessary to perform the		
				above, and (iv) the Bank does not make any statement or		
				comments or representations about the claim without prior written		
				consent of Bidder, except under due process of law or order of the		
				court. It is clarified that the bidder shall in no event enter into a		
				settlement, compromise or make any statement (including failure		
44				The Successful Bidder shall indemnify the Bank and undertake to	Kindly delete software bug, error, incomplete testing,	No change in RFP clause
				keep the Bank fully saved and indemnified against any loss, action	as no software comes with 100% guarantee	
				or claim arising out of or in respect to software bug, error,		
				incomplete testing, misconduct, fraud, misbehavior or violations of		
				any laws committed by Bidder or its employees / agents / persons		
				employed by third parties. Bidder shall, at their own expense,		
				defend and indemnify the Bank against any claims due to loss of		
				data / damage to data arising as a consequence of any negligence		
				during implementation process		
45	46	7.16	Indemnity	The Successful Bidder shall keep the Bank fully indemnified and	these are consequential and punitive damages. Kindly	No change in RFP clause
				making good against any loss, direct or indirect, which may	delete the para as the services are software based	
				subsequently turn into reputational loss to Bank	services and cannot be guaranteed 100% error free	

Sr No	Page #	Point / Clause #	Main section	Clarification point as stated in RFP	Comments / Suggestions	Bank's reply
46	46	7.16	Indemnity	Successful Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from -	Kindly make it mutual and rephrase it to: Either Party should indemnify the other (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from	No change in RFP clause
47	47	7.18	Violation of Terms	The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages	Kindly make it mutual for both the Parties. Both the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate	No change in RFP clause
48	49	7.22	Limitation of Liability	Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value	Kindly make it The cumulative aggregate liability of the Bidder for damages shall not exceed the amount paid by Bank to Bidder during the twelve month period ending on the date the event giving rise to the liability occurred	No change in RFP clause
49	49	7.22	Limitation of Liability	Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business	kindly replace Bank of Maharashtra with either Party and make it mutual for both the parties	No change in RFP clause
50	63	Annexure 11	Non-Disclosure Agreement	NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows -	Kindly make it mutaul for both the parties as the confidential information would be shared by both the Parties: NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the either party granting the other and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows	No change in RFP clause
51	63	4	Non-Disclosure Agreement	treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement	Kindly rephrase it to treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive for a period of 2 years termination/expiry of the agreement. As the obligation cannot survive in perpetuity	

Sr No	Page #	Point / Clause #	Main section	Clarification point as stated in RFP	Comments / Suggestions	Bank's reply
52	64		Indemnity	Indemnity - The System Integrator / ContractorReceiving Party shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement	Kindly rephrase it to replace The System Integrator / Contractor with Receiving Party Indemnity - Receiving Party shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement	No change in RFP clause
53	11	2	RFP Response Submission	One paper copy and one (1) electronic copy (Power Point or Microsoft Word and Excel, on CD) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to "Bank - RFP Evaluation Team" - RFP for Selection of SMS Aggregator for Delivery of Domestic & International SMS for Bank of Maharashtra at - Bank's address The Deputy General Manager, Information Technology, Head Office, Bank of Maharashtra, 1501, Lokmangal, Shivajinagar Pune - 411005	Due to Covid 19 Pandemic, Our offices are closed and we are working from home, it will be difficult for us to prepare the Physical copy of the bid, however while working from home we can prepare an soft copy of the bid and submit the same online, We request you to please allow online submission of the Bid	Online submission of Bids will be permitted.  Meanwhile Bidders shall make arrangement to deliver the Physical copies to Bank.
54	18	2	Reverse Auction	Bidders are requested to submit Commercial bids as mentioned in Commercial Bid Proforma. Bank reserves the right of selection of vendor either by opening of Commercial Bids of vendors or proceed with the selection of vendor through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process is given in Annexure 13 for reference	through Online Reverse Auction, we request you to clarify the selection criteria whether it will be through	RFP clause is Self explainatory
55	54	7	Annexure 3 - Eligibility Criteria	Bidder should have a capability to handle at least 100 Lakh Real Time SMS alerts per day for Banking Transactions	For proof, Bank has asked for Purchase Order / Performance certificates, please suggest if invoices raised to the customers can be submitted	No change in RFP clause

Sr No	Page #	Point / Clause #	Main section	Clarification point as stated in RFP	Comments / Suggestions	Bank's reply
56	55	13	Annexure 4 - Details of Bidder	·	Bank should not allow authorized service providers to participate, bidders should be having direct telecom operator connectivity only	Authorized service providers are not allowed to participate in the Bid.
57	57		Annexure 6 - Commercial Bid Format	Vendor need to provide the software without any extra cost and do integration/migration with Bank's existing Infrastructure / software	1	The expenses for Middleware product will be borne by the Bidder.
58	57		Annexure 6 - Commercial Bid Format		The TCO value for 5 years is very high, the 10% Performance guarantee is coming to be in tune of 12 Crores. We would request Bank to keep the performance guarantee to be similar to other Banks like SBI, PNB which has a fixed value of Performance guarantee	Refer Corrigendum
59	18	2.15	Performance Bank Guarantee (PBG)	Within 30 days of the receipt of Purchase Order from Bank, the successful Bidders shall furnish the performance security in the form of Bank Guarantee, issued by a Scheduled Bank in India other than Bank of Maharashtra, for 10% (Ten percent) of the TCO for contract period of 5 years. The PBG should be valid for valid for 66 months from the date of commencement of agreement	Will the Performance Guarantee be split according to the L1/L2 work order?	PBG will be splitted in the ratio 70:30
60	21	3.2.17	Scope of Work	The bidder should have facility to provide last mile delivery status of each alert along with time of dispatch from Bidder's system and delivery onto customer handset	As per TRAI and operator guidelines, promotional messages delivery reports are now not given back to aggregators / customers to protect the DND number base. Please confirm Bank will exclude the delivery and latency of promotional messages from SLA and report expectations	Regulatory guidelines to be followed
61	22	3.2.20	Scope of Work	The bidder's solution should offer configurable mechanism in terms of number of retries and time duration for each retry for messages and voice on call alerts that cannot be delivered immediately	Voice support is mentioned in retry mechanism but there is no commercials for Domestic Voice calls and International voice calls. Please include in the commercial bid	Ref
62	22		Scope of Work	MIS for promotional SMSs / Voice calls user ID wise, period wise, date wise, status wise (delivered, undelivered) etc for SMS / Voice call alerts sent	As per TRAI and operator guidelines, promotional messages delivery reports are now not given back to aggregators / customers to protect the DND number base.  Please confirm Bank will exclude the delivery and latency of promotional messages from SLA and report expectations	Regulatory guidelines to be followed
63	23	3.2.30	Scope of Work	Yearly Independent 3rd party security audit should be carried out and copy of observations to be submitted to the Bank. 3rd party audit is to be carried out by CERT-IN empaneled auditor	If the requirement of audit is mentioned by bank by CERT-IN empaneled auditor, will the bank pay for this audit?	Audit expenses will be borne by the Bidder

Sr No	Page #	Point / Clause #	Main section	Clarification point as stated in RFP	Comments / Suggestions	Bank's reply
64	23		Scope of Work	The solution should be supplied by L1 bidder and should have the	Will the bank provide the hardware, network	Hardware expenses will be bourne by the Bidder
				following feature.	connectivity, rack space in datacentre, power supply,	
				Solution of L2 bidder should have capability to integrate with	uptime for the Middleware product to split traffic	
				solution provided by L1.	between L1 and L2?	
65	23	3.2.36	Scope of Work	Sender ID allotted should be unique for our Bank and same should	Bidder can only control the registration of sender ID	Bidder need to submit the declaration for India
				not be used by any other entity across the globe. Vendor need to	on DLT platforms as per guidelines by TRAI, we cannot	only.
				submit the declaration for the same	control global usage	
66	25	3.4	Compliance	Compliance with IS / Cyber Security Policy	Request the bank to share the checklist of compliance	Information will be shared with the successful
			with IS / Cyber		the bidder needs to be work on to confirm to this	Bidders
			Security Policy		criteria	
67	36	6.4.2	Penalty	Promotional SMSs Voice / WhatsApp messages delivered to mobile	As per TRAI and operator guidelines, promotional	Regulatory guidelines to be followed
				handset after 2 hours (excluding the block period defined as per	messages delivery reports are now not given back to	
				TRAI guidelines)	aggregators / customers to protect the DND number	
					base. Please confirm Bank will exclude the delivery	
					and latency of promotional messages from SLA and	
					report expectations	
68	37	6.4.8	Danielto fam	The colored Didden shall shade the consideration of the VA	Describing and supplies within 4/2 days in com-	No change in DED clause
08	3/	0.4.8	Penalty for Audit Non	The selected Bidder shall obtain the security compliance for VA (	Resolving vulnerability within 1 / 2 days is very stringent, the timelines for any open audit points will	No change in RFP clause
				Vulnerability Assessment ) scanning / PT ( Penetration Testing ) conducted by the Bank within 1 day for High Risks , 2 days for	be shared with the bank	
			Compliance	Medium Risks & 4 days for Low Risks observations.	be shared with the bank	
				No vulnerability shall remain unresolved for more than 1 day after		
				notification from the Bank		
				Hotheadon from the bank		
69	37	6.5	Services		Does Bank need on-site support at Bank premises?	No Onsite support is required.
				The Vendor should provide mobile numbers of at least 2 Support	Cost for on-site resource should be borne by the bank.	
				Persons who can act as support partners to any issues. These	Off-site support is given to the bank without any cost	
				personnel should provide on-site / field support activities		
70	24	3.2.52	Scope of Work	Successful Bidders should provide 10 virtual mobile numbers	At present how many VMN / Long code / short code	Information will be shared with the successful
				(VMNs) in the ratio of L1:L2::7:3 to the purchaser without any cost.	numbers are live with the existing service provider?	Bidders
				Virtual number once activated for the purchaser, will be property of		
				the purchaser. In case of expiry of contract or termination of the	How such services will be assigned to L1:L2 ? Or only	Information will be shared with the successful
				contract due to any reason, the bidder has to surrender these	new services will get assign to new selected bidders?	Bidders
				virtual mobile numbers to the purchaser		
					1	Successful Bidders shall ensure the continuity of
					ensure continuity of existing Pull- Push SMS mobile	existing Pull - Push SMS Mobile Numbers
					numbers ? Mobile Number Protability (MNP) for	
					existing mobile nos. to be completed by successful	
					bidder under BOM account will take 72 hours of	
					closure of services by previous SMS service provider	