Sl. No.	Page No	Section	GeM Bid Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	12	Section C - Deliverable and Service Level Agreements	1. Project Timelines	The solution mentioned in the Scope of Work and requirement details should be delivered and integrated with Bank systems within 4 weeks from the date of acceptance of the Purchase Order.	project deployment requires hardware deployment- timelines are subject to availability of required space and approval	Bidder to comply with RFP/GeM bid terms and conditions.
2	12	Section C - Deliverable and Service Level Agreements	3. Security, Audits & Compliances	3.2. DND compliance will be the responsibility of the vendor.	this will be in compliance with the countries regulations	Bidder to comply with RFP/GeM bid terms and conditions.
3	13	Section C - Deliverable and Service Level Agreements	6. Penalties & Liquidated damages	6.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution would be as under. 6.1.1. In case Bidder is not able to integrate the solution as per Clause 1.1 of this section, penalty of Rs.25,000/- per day subject to a maximum of 10% of invoice value for SMS alert and IVR services per month will be charged.	this is subject to all the approval and space/ resources availability from bank side	Bidder to comply with RFP/GeM bid terms and conditions.
4	13	Section C - Deliverable and Service Level Agreements	6. Penalties & Liquidated damages	6.2. Penalty for Delay in delivery of Push Type SMS Alerts: The SMS sent by the Bank will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the Bank shall attract penalty.	in many international destination, we are not getting delivery report, in such scenerios, how penalties will be calculated.	Bank will consider it as an undelivered SMS, if delivery reports are not available to Bank. Bidder to comply with RFP/GeM bid terms and conditions.
5	13	Section C - Deliverable and Service Level Agreements	6. Penalties & Liquidated damages	6.3. Penalty for fall in success Rate: Success Rate of 99% on monthly basis and above is expected from Bidder in delivery of High Priority SMS category. Any fall in the success rate in delivery of SMS below the minimum expected level will be penalised as under:	in many international destination, we are not getting delivery report, in such scenerios, how penalties will be calculated.	Bank will consider it as an undelivered SMS, if delivery reports are not available to Bank. Bidder to comply with RFP/GeM bid terms and conditions.
6	15	Section C - Deliverable and Service Level Agreements	6. Penalties & Liquidated damages	6.7. Penalty for Absence of 24x7 onsite support: The bidder should provide 24x7x365 onsite support in 3 shifts per day. Failing to provide onsite support will lead to a penalty of Rs.2000 per shift.	How many resources are required in each shifts.	Minimum one resource per shift is mandatorily required.
7	59	Annexure-9 Scope of Work	1. Hardware	1.2. The connectivity between Vendor's locations/servers and Bank's DC/DRC shall be provided by the vendor at their own cost. If the Bank desires, connectivity with the vendor's infrastructure will have to be provided through leased lines, at no extra cost to the bank.	Do bidder needs to provide middle ware at bank premises	Bank required SMPP and HTTP connectivity from vendor platform.
8	60-63	Annexure-9 Scope of Work	3. Dashboard, Portal, reports & Alerts	3. Dashboard, Portal, reports & Alerts	Need further clarification	Bidder to comply with RFP/GeM bid terms and conditions.
9	61	Annexure-9 Scope of Work	3. Dashboard, Portal, reports & Alerts	3.2. SMS Logs portal	Need further clarification	Bidder to comply with RFP/GeM bid terms and conditions.

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10	13-14	Section C - Deliverable and Service Level Agreements	6.Penalties & Liquidated damages	6.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution would be as under. 6.2. Penalty for Delay in delivery of Push Type SMS Alerts 6.4. Penalty for Delay in delivery of Voice call over IVR	Penalties are high. Kindly consider revising the same	Bidder to comply with RFP/GeM bid terms and conditions.
11	17-18	Section C - Deliverable and Service Level Agreements	13. Right to Audit	13.1 The selected Bidder (Service Provider) has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank.	Request more clarity as a statutory body can audit us , however it is not a mandate for us to get ourselves audited on behalf of client.	Bidder to comply with RFP/GeM bid terms and conditions.
12	32	Section F Ownership & Awarding of Contract	12.Execution of Agreement	12.1. Within 21 days from the date of acceptance of the Purchase Order/LOI, the selected Bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.	We are platform provider and hence dependent on external factors to provide services . Request client to let us add certain additional clauses pertaining to messaging industry such suspension of services, warranties, data protection addendum, TRAI terms pertaining to UCC.	Bidder to comply with RFP/GeM bid terms and conditions.
13	33-34	Section F Ownership & Awarding of Contract	14. Order Cancellation/Termination of Contract	14. Order Cancellation/Termination of Contract	We are dependent on Network operators to provide service. In event due to change in statutory laws or breach of statutory laws by either party or change in terms of the network opertor we are unable to provide service then Infobip should get the option of termination by giving a 30 days notice.	Bidder to comply with RFP/GeM bid terms and conditions.
14	37	Section G General Conditions	10. Insurance	The Hardware to be supplied will be insured by the Bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.	Since we are only providing messaging platform ,request client to delete this as the same will not be applicable to us.	Bidder to comply with RFP/GeM bid terms and conditions.

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15	38-39	Section G General Conditions	13. Confidentiality and Non-Disclosure	13.1. The selected Bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. The selected Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The selected Bidder shall furnish an undertaking as given in Annexure-6.	Request clause be mutual as here, we will share its work flow, payment plans, algorithm, technical know how, billing mechanism , business proposal ,etc.	Bidder to comply with RFP/GeM bid terms and conditions.
16	39	Section G General Conditions	14. Indemnity	14. Indemnity	We cannot accept the Indemnity sought , as per internal policy we can only accept Indemnity for Third Party claims and that too for breach of Third Party Intellectaul Property Rights , as our scope of work is limited to providing platform services and the maximum claim that can arise is from third party for breach of Intellectaul Property rights '2. Apart from this client should also , provide indemnity for Breach of Agreement (ii) breach by on behalf of client of any Third party Intellectual property rights (iii) Client Content violating applicable Laws.	Bidder to comply with RFP/GeM bid terms and conditions.
17	39-40	Section G General Conditions	15. Force Majeure	15. Force Majeure	Force Majeure would be applicable when parties for situations beyond their control are unable to fulfil their obligations and hence request that the provision be mutual	Bidder to comply with RFP/GeM bid terms and conditions.
18	56	Annexure-6 Non-Disclosure Agreement	Non-Disclosure Agreement	Non-Disclosure Agreement	Clauses to be mutual	Bidder to comply with RFP/GeM bid terms and conditions.
19	99	Appendix-G Draft Contract Agreement	4.VALIDITY OF THE CONTRACT	The Contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released by Vendor/ Service Provider as per the terms and conditions in this contract.	Since we are dependent on network operators to provide services, would request that this clause be mutual.	Bidder to comply with RFP/GeM bid terms and conditions.
20	99-100	Appendix-G Draft Contract Agreement	8. ORDER CANCELLATION/TERMINATION OF CONTRACT	8. ORDER CANCELLATION/TERMINATION OF CONTRACT	Provision for liquidated damages to be deleted and clause to be mutual	Bidder to comply with RFP/GeM bid terms and conditions.
21	100-101	Appendix-G Draft Contract Agreement	10. INTELLECTUAL PROPERTY RIGHTS	10. INTELLECTUAL PROPERTY RIGHTS	IP clause to be mutual	Bidder to comply with RFP/GeM bid terms and conditions.
22	101-102	Appendix-G Draft Contract Agreement	11. INDEMNITY	11. INDEMNITY	Clause to be mutual	Bidder to comply with RFP/GeM bid terms and conditions.

Sl. No.	Page No	Section	GeM Bid Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
23	103-104	Appendix-G Draft Contract Agreement	15. RIGHT TO AUDIT	15.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.		Bidder to comply with RFP/GeM bid terms and conditions.
24	97-105	Appendix-G Draft Contract Agreement	Draft Contract Agreement	Draft Contract Agreement	Request client to allow modifications as certain clauses pertaining to messaging industry (as explained above)need to be incorporated.	Bidder to comply with RFP/GeM bid terms and conditions.
25	70	Annexure-10 Technical Evaluation Criteria	Section B - Bidder's compliance to Functional and Technical Requirements:	Sl. No. 17 Description: The vendor should have the facility of online filtering of the DND numbers on real-time basis	DND service is not applicable On international SMS service. Please consider to remove this requirement.	Bidder to comply with RFP/GeM bid terms and conditions.
26	61	Annexure-9 Scope of Work	3. Dashboard, Portal, reports & Alerts	3.3. The vendor should provide the below alerts to the Bank team • Low traffic alert – In case the SMS traffic is less than a threshold limit automated alerts should come to the bank team. • High queue alert- In case the SMS is not getting processed and queue size is increasing beyond a threshold limit automated alerts should come to the bank team. • User Queue alert in middleware - High & low traffic alert for each user submitting SMS to middleware automated alerts should come to the bank team. • Failure rate Alert (platform & middleware): If the failure rate is going beyond a threshold, automated alerts should come to the bank team.	We don't have such alert systems in our reports/dashboard	Bidder to comply with RFP/GeM bid terms and conditions.

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27	61-62	Annexure-9 Scope of Work	3. Dashboard, Portal, reports & Alerts	3.5. The vendor should provide a complaint tracking system/ticketing mechanism for bank use for tracking and to analyze the issues. The ticketing system should be capable of integrating with the bank's ticketing systems like CGPRS and the portal needs to be integrated with the SAS package of the Bank. • It should provide complaint number while registering a complaint and the resolution should be updated in the portal. • It should provide monthly reports by analyzing the issues reported by the bank.	Are they looking for any ticketing tool within the portal or an external tool other than the Infobip portal?	Bidder to comply with RFP/GeM bid terms and conditions.
28	62-63	Annexure-9 Scope of Work	3. Dashboard, Portal, reports & Alerts	3.10. The vendor should provide an online portal & Bulk portal with the following capabilities: • Vendor should push the SMS logs to Bank's Database on a daily basis and an additional online portal is required to be provided which provides the complete details of SMS. Portal should be integrated with SAS package of the bank which permits employee to access the portal using his/her Bank credentials.	Need clarity	Vendor has to provide dash board and reports portal. And also provide dump to bank on monthly basis. Bidder to comply with RFP/GeM bid terms and conditions.
29	63-64	Annexure-9 Scope of Work	4. SMS services	4.12. The vendor has to ensure that SMS messages of any length, should be delivered as a single message on receiver's handset, unless there is a dependency for the same on the receiver's mobile handset.	The maximum SMS length is 160 characters. Beyond that it breaks into 2 messages	Vendor application should have capability to send SMS as a multipart SMS, not multiple SMS.
30	63	Annexure-9 Scope of Work	4. SMS services	4.14. Proposed solution should support Oracle database. If proposed solution does not support Oracle database, vendor has to provide licensed version of supporting database free of cost.	Need more inputs	RFP clauses is self explanatory. Bidder to comply with RFP/GeM bid terms and conditions.
31	50	Annexure-2 Pre-Qualification Criteria	Sl. No. 6	**Qualification Criteria** Bidder should be satisfactorily catering to live SMS traffic of least 02 Scheduled commercial Banks, including One (01) Public Sector Bank in India, during past three years from the date of RFP. **Documents to be submitted in compliance with Qualification Criteria** Purchase Order/Reference Letter/Satisfactory letter from the Concerned Organization to be submitted to this effect.	We are working with 2 scheduled Commercial Banks which are Private Banks. We request you to remove Public sector Bank as a mandatory requirement.	Bidder to comply with RFP/GeM bid terms and conditions.
32	12	Section C - Deliverable and Service Level Agreements	3. Security, Audits & Compliances	3.5. The vendor should provide clean Source Code audit certificates from Cert-in certified Auditor for the solution provided at their own cost	Source code handover is mandaory? Requesting you to kindly amend this point	Ministry of Electronics and information technology, GOI, "Cert-In" empanel vendor certification is required for subject solution. Vendor has to arrange the same at vendor`s cost. Bidder to comply with RFP/GeM bid terms and conditions.

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33	12	Section C - Deliverable and Service Level Agreements	1. Project Timelines	The solution mentioned in the Scope of Work and requirement details should be delivered and integrated with Bank systems within 4 weeks from the date of acceptance of the Purchase Order.	Deployment of this huge scope, requesting you to kindly extend timelines by 8 weeks atleast	Bidder to comply with RFP/GeM bid terms and conditions.
34	15	Section C - Deliverable and Service Level Agreements	6. Penalties & Liquidated damages	6.7. Penalty for Absence of 24x7 onsite support: The bidder should provide 24x7x365 onsite support in 3 shifts per day. Failing to provide onsite support will lead to a penalty of Rs.2000 per shift	Services can be provided remotely, why there is need of onsite support deployment?	Bidder to comply with RFP/GeM bid terms and conditions.
35	50	Annexure-2 Pre-Qualification Criteria	Sl. No. 8	**Qualification Criteria** The Bidder should have tie up/ arrangements with minimum 2 Operators per country. Tie-up all-over-the-globe **Documents to be submitted in compliance with Qualification Criteria** Confirmation on names of the telecom operators - country wise on bidder's letter head is to be provided.	Principal/OEM should have tie up/ arrangements with minimum 2 Operators per country. Tie-up all-over-the-globe	Bidder to comply with RFP/GeM bid terms and conditions.
36	NA	General	General	General	Kindly allow consortium submission	Bidder to comply with RFP/GeM bid terms and conditions.
37	NA	General	General	General	As per TRAI directive "Direction_16022023", Clause 18.h, Canara Bank as PE can get operator reports directly from operators. We request that you clear vendor invoices as per counts confirmed by yourself from operator counts. You may ask vendor to submit invoice, and then take counts from each operator, and clear our invoice post matching these counts. These counts are different from Vendor MIS, as Vendor MIS is populated by Vendor systems. As per:https://www.trai.gov.in/sites/default/files/Direction_16022023.pdf All operators must "h) share the Delivery Report (hereinafter referred to as "DLR") with PEs, in form of total count of messages delivered, through a system generated report and to also make necessary arrangements for cross verification of the same by PEs on case-to-case basis, provided that confidentiality of the data shared is ensured by them." We understand that Canara Bank may not have the bandwidth to connect to operators regarding each and every invoice, so ACL SINCH offers that we will submit operator certified reports with each invoice. We are in better position to do so, as we take the same reports for a multitude of clients. We also use on-the-fly, dynamic shifting of traffic for each client across multiple operator within seconds in case of connectivity issues. However, at the end of the Invoice period, each operator provides us with the number of successful messages against clients header, like CANXXX. So, Airtel will certify CANXXX:100 delivered, Vodafone CANXXX:150 delivered, BSNL CANXXX: 50 delivered, and ACL SINCH will raise invoice of 300 delivered. The same is being catered to by leading aggregators with multiple clients like RBI, Tamil Nadu Egov, WBSEDCL, NIC etc.	Bidder to comply with RFP/GeM bid terms and conditions.

Date: 19/08/2023
Place: Bangalore

General Manager