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**Clarification of Pre Bid Queries: Request for Proposal (RFP) RFP for Selecting New Vendor for SMS Alert Services.**

SI No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Response from Bank
1.	67	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 1.	Proof of RFP cost	As per GOI guidelines, MSME are exempted from RFP cost, EMD, turnover and prior experience. Request bank to consider the GOI guidelines and provide relaxation for MSME.	Relaxation to registered MSE and Startup-India Bidders for RFP Cost and EMD already allowed in RFP as per Govt. of India Guidelines. Please be guided as per RFP
2.	67	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 2.	Earnest Money Deposit (EMD) – Annexure-XIII	As per GOI guidelines, MSME are exempted from RFP cost, EMD, turnover and prior experience. Request bank to consider the GOI guidelines and provide relaxation for MSME.	Relaxation to registered MSE and Startup-India Bidders for RFP Cost and EMD already allowed in RFP as per Govt. of India Guidelines. Please be guided as per RFP

3.	67	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 4.	<p>The Bidder should have executed similar projects in :</p> <ul style="list-style-type: none"> <li>• Atleast 5(five) text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India</li> <li>• Atleast two Scheduled Commercial Banks/ Government Organization/ PSU in India during last 3 years (as on bid submission date).</li> <li>• Out of these two, at least one project should be of a scheduled commercial Bank. The solution offered should be currently running successfully in at least one Bank/ Government Organization/ PSU other than PNB.</li> </ul>	As per GOI guidelines, MSME are exempted from RFP cost, EMD, turnover and prior experience. Request bank to consider the GOI guidelines and provide relaxation for MSME.	Relaxation to registered MSE and Startup-India Bidders for RFP Cost and EMD already allowed in RFP as per Govt. of India Guidelines. Please be guided as per RFP
4.	67	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 4.	<p>The Bidder should have executed similar projects in :</p> <ul style="list-style-type: none"> <li>• Atleast 5(five) text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India</li> <li>• Atleast two Scheduled Commercial Banks/ Government Organization/ PSU in India during last 3 years (as on bid submission date).</li> <li>• Out of these two, at least one project should be of a scheduled commercial Bank. The solution offered should be currently running successfully in at least one Bank/ Government Organization/ PSU other than PNB.</li> </ul>	Request bank to consider below modification: The bidder/OEM should have executed similar projects in : <ul style="list-style-type: none"> <li>• Atleast 5(five) text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India</li> <li>• Atleast one Scheduled Commercial Banks/ Government Organization/ PSU in India during last 3 years (as on bid submission date).</li> </ul>	Please be guided by the RFP
5.	67	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 5.	The bidder should use their own SMS Gateway services to deliver the messages to the SMS directly.	Request bank to consider below modification: The bidder/OEM should use their own SMS Gateway services to deliver the messages to the SMS directly.	Please be guided by the RFP
6.	67	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 6.	The bidder should not be re-sellers of SMS gateway services.	Request bank to consider below modification: The bidder/OEM should not be re-sellers of SMS gateway services.	Please be guided by the RFP

7.	67	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 7.	The bidder should be able to support all Indian regional languages.	Request bank to consider below modification: The bidder/OEM should be able to support all Indian regional languages.	Please refer to the Corrigendum
8.	68	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 8.	Bidder companies should have tie up arrangements with minimum 2 telecom operators within India services. Bidder companies should have international tie up arrangements with telecom operators for international operations. The service operator should have international roaming facility for both domestic and international customers.	Request bank to consider below modification: Bidder/OEM companies should have tie up arrangements with minimum 1 telecom operators within India services. Bidder companies should have international tie up arrangements with telecom operators for international operations. The service operator should have international roaming facility for both domestic and international customers.	Please be guided as per RFP
9.	68	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 9.	The Bidder should have DR capability to send alerts from different geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent. DC and DR should be located at different seismic zones	Request bank to consider below modification: The Bidder/OEM should have DR capability to send alerts from different geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent. DC and DR should be located at different seismic zones	Please be guided as per RFP
10.	68	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 10.	Bidder should have a capability to handle at least 50 Lakhs Higher Priority alerts (OTPs or Priority 1 alerts) per day (Delivered within 5 secs) during last 6 months.	Request bank to consider below modification: Bidder/OEM should have a capability to handle at least 50 Lakhs Higher Priority alerts (OTPs or Priority 1 alerts) per day (Delivered within 5 secs) during last 6 months.	Please refer to the Corrigendum
11.	68	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 11.	Bidder should have a capability to handle at least 5 Crore Transactional/ Batch SMSs in real time (Priority 2 alerts) per day (Delivered Within 10 secs) during last 6 months.	Request bank to consider below modification: Bidder/OEM should have a capability to handle at least 5 Crore Transactional/Batch SMSs in real time (Priority 2 alerts) per day (Delivered Within 10 secs) during last 6 months.	Please refer to the Corrigendum
12.	68	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 12.	The Bidder should be able to allocate a minimum throughput of 2500 SMS/sec to PNB and 1000 voice on call/hour alerts to PNB.	Request bank to consider below modification: The Bidder/OEM should be able to allocate a minimum throughput of 2500 SMS/sec to PNB and 1000 voice on call/hour alerts to PNB.	Please be guided as per RFP
13.	69	ANNEXURE-III ELIGIBILITY	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to	Request bank to consider below modification: The bidder/OEM should be registered telemarketer	Please refer to the Corrigendum.

		CRITERIA OF THE BIDDER 13.	deliver SMS through any registered telemarketers only. Re-sellers are not allowed to bid for this tender	as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only. Re-sellers are not allowed to bid for this tender	
14.	69	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 14.	Delivery of SMS alerts should be ensured to all National/International locations without any exception within the stipulated time frame.	Request bank to consider below modification: Delivery of SMS alerts should be ensured by bidder/OEM to all National/International locations without any exception within the stipulated time frame.	Please be guided as per RFP
15.	69	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 15.	The bidder should not be involved in any litigation, which threatens solvency of the company.	Request bank to consider below modification: The bidder/OEM should not be involved in any litigation, which threatens solvency of the company.	Please be guided as per RFP
16.	69	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 17.	The bidder should have a support/representative office in Delhi/NCR/Mumbai.	Request bank to consider below modification: The bidder/OEM should have a support/representative office in Delhi/NCR/Mumbai.	Please be guided as per RFP
17.	69	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER 18.	The bidder should have a minimum turnover of INR 50 Crore per annum and positive net worth for the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22, from their Indian operations. Turnover must be individual Company's turnover and not that of any group of companies.	As per GOI guidelines, MSME are exempted from RFP cost, EMD, turnover and prior experience. Request bank to consider the GOI guidelines and provide relaxation for MSME for 5 crore turnover.	Please refer to the Corrigendum
18.	43	6. DELIVERY & IMPLEMENTATION	Bidder shall be responsible for delivery and implementation of the complete solution (hardware, software, etc.)/ service ordered at both DC & DR site within 6 weeks from the date of Letter of Intent/ Purchase Order. The point of delivery/ destination will be as defined by the Bank in the Letter of Intent /Purchase Order.	Request bank to consider below modification: Bidder/OEM shall be responsible for delivery and implementation of the complete solution (hardware, software, etc.)/ service ordered at both DC & DR site within 12 weeks from the date of Letter of Intent/ Purchase Order. The point of delivery/ destination will be as defined by the Bank in the Letter of Intent /Purchase Order.	Please refer to the Corrigendum
19.	page number 8	Cost of RFP point number 12	MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder	kindly consider this exemption applicable for MSME bidders as well	Relaxation to registered MSE and Startup-India Bidders for RFP Cost and EMD

			recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of cost of RFP.		already allowed in RFP as per Govt. of India Guidelines. Please be guided as per RFP
20.	page number 8	Earnest money Deposit Point number 13	9.5 Crores* should be submitted online or in the form of Bank Guarantee (BG) before last date of bid submission in favour of Punjab National Bank, IT Division payable at New Delhi. BG should be valid up to 12 months from the date of submission of bid with claim period of another 12 months. *MSE & startup bidder are exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank.	Kindly give relaxation on EMD submission to MSME bidders as well.	Relaxation to registered MSE and Startup-India Bidders for RFP Cost and EMD already allowed in RFP as per Govt. of India Guidelines. Please be guided as per RFP
21.	page number 18	Bidder's Responsibilities & infrastructure Requirement point number 32 and page number 21	Bidder should be capable of sending messages over Whatsapp and if in future bank needs to use these services then integration with respective departments of bank is to be done by bidder at no extra cost	Looking to the gravity of the requirement it is very important the PNB seeks only "official WhatsApp Business API Service Providers". Suggested that bank should ask the bidders to submit copy of their legal agreement with Facebook Inc or Facebook Ireland Ltd. to verify the same.	Please be guided as per RFP
				and should add Line item in BOM for business initiated conversations and user initiated conversations as it can not be FOC as it cost One time set up cost, server maintenance cost, monthly recurring charges etc along with Whatsapp conversation charges	Please refer to the Corrigendum.
22.	page number 67	Annexure III ELIGIBILITY CRITERIA OF THE BIDDER point number 3	Performance certificate as per Annexure-VI. From Individual Customers and Summary in Annexure-XVI In addition, Bidder has to submit valid copies of invoices of SMS services rendered to customer (first Invoice and latest invoice).	We would like to request to accept work order, masked priced invoice as not every customer is flexible too share certificate as per mentioned annexure	Please refer to the Corrigendum
23.	page number 69	Annexure III ELIGIBILITY CRITERIA OF	Bidder to provide certified copy of registration as registered telemarketer as per TRAI guidelines.	As per TCCCPR 2018 DLT guidelines by TRAI, TRAI TM certificates are not getting renewed and TM certificate by operator are in considerations. Kindly suggest.	Please refer to the Corrigendum

		THE BIDDER point number 13			
24.	page number 50	12. ONSITE TECHNICAL SUPPORT (OTS)	The proposed resident engineer must fulfil following criteria vendor/successful Bidder will submit documentary proof for the same to Bank before starting the implementation of the solution: The proposed resident engineer must fulfil following criteria vendor/successful Bidder will submit documentary proof for the same to Bank before starting the implementation of the solution:	these Charges should be borne by bank as dedicated manpower will be deployed for this particular project	Please be guided as per RFP
25.		general query		Requesting bank to kindly add Line item in commercials for DLT scrubbing charges as TM has to bear scrubbing charges applied by Telecom Operators on submission of SMS	Please refer to the Corrigendum
26.	General	DLT Registration		Clarify, Whether we should quote the rates with or without DLT charges.	Please refer to the Corrigendum
27.	General	Sender ID		Whether Sender ID is exempted or not?	Please be guided as per RFP
28.	General	Estimated Bid Value		Provide the Estimated Bid value.	Please be guided as per RFP
29.	8	Cost of RFP & 8	Rs. 25,000/- + 18% GST* (Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission	We are registered with Udyog Adhaar/ Udyam/Medium Enterprise in MSME. So, we are exempted from payment of Earnest Money Deposit and Tender Fee. Kindly provide the exemption to all the MSME Bidders.	Relaxation to registered MSE and Startup-India Bidders for RFP Cost and EMD already allowed in RFP as per Govt. of India Guidelines. Please be guided as per RFP
30.	9	Earnest Money Deposit & 13	9.5 Crores* should be submitted online or in the form of Bank Guarantee (BG) before last date of bid submission in favour of Punjab National Bank, IT Division payable at New Delhi. BG should be valid up to 12 months from the date of submission of bid with claim period of another 12 months.		Relaxation to registered MSE and Startup-India Bidders for RFP Cost and EMD already allowed in RFP as per Govt. of

					India Guidelines. Please be guided as per RFP
31.	67	Eligibility Criteria & 4	<p>The Bidder should have executed similar projects in :</p> <ul style="list-style-type: none"> <li>· Atleast 5(five) text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India</li> <li>· Atleast two Scheduled Commercial Banks/ Government Organization/ PSU in India during last 3 years (as on bid submission date).</li> <li>· Out of these two, at least one project should be of a scheduled commercial Bank. The solution offered should be currently running successfully in at least one Bank/ Government Organization/ PSU other than PNB.</li> </ul>	<p><b><u>Change the Clause as mentioned below:</u></b></p> <p>The Bidder should have executed similar projects in :</p> <ul style="list-style-type: none"> <li>· Atleast 5(five) text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India</li> <li>· Atleast two Scheduled Commercial Banks/ Government Organization/ PSU in India during last 3 years (as on bid submission date).</li> <li>· The solution offered should be currently running successfully in at least one Bank/ Government Organization/ PSU other than PNB.</li> </ul>	Please be guided as per the RFP
32.	68	Eligibility Criteria & 8	Bidder companies should have tie up arrangements with minimum 2 telecom operators within India services. Bidder companies should have international tie up arrangements with telecom operators for international operations. The service operator should have international roaming facility for both domestic and international customers.	Kindly, allow Technical Partner( Experience in Whatsapp, IVR Solutions/International Experience) to take part with Lead Bidder in SMS and Whatsapp Gateway and Voice Gateway Solution.	Please be guided as per RFP
33.	69	Eligibility Criteria & 14	Delivery of SMS alerts should be ensured to all National/International locations without any exception within the stipulated time frame.	Kindly, allow Technical Partner( Experience in Whatsapp, IVR Solutions/International Experience) to take part with Lead Bidder in SMS and Whatsapp Gateway and Voice Gateway Solution.	Please be guided as per RFP
34.	84	TECHNICAL SPECIFICATIONS & 39	Should be able to accommodate integration changes like integration with Social Networking sites like Twitter, Facebook, Instagram, WhatsApp etc.	Kindly, allow Technical Partner( Experience in Whatsapp, IVR Solutions/International Experience) to take part with Lead Bidder in SMS and Whatsapp Gateway and Voice Gateway Solution.	Please be guided as per RFP
35.	General	Bid Submission Date Extension		Kindly, extend the last date for submission of bid by atleast 20 days.	Please refer to Bid Extension Notices published in Bank's

					Corporate and E-Tendering Website
36.	14 & 15	Bidder's Responsibilities & infrastructure Requirement: 1	Bidder should provide redundant connectivity between Bank's DC/DR/any other location and its own infrastructure (DC/DR/Other location) through leased lines, at no additional cost to the Bank. The leased lines will have to be taken from at least two established service providers and such lines from each service provider should be capable of handling the entire load.	Bandwidth Expected ? Share the DC / Dr and other location Address details.	Bidder has to factor the bandwidth based on Bank's requirement. Bidder has to ensure that the bandwidth is adequate enough to cater to the SMS/Voice throughput at any time during the contract period
37.	15	Bidder's Responsibilities & infrastructure Requirement: 1	Bidder should have robust infrastructure setup with their own DC/DR setup at different seismic zones. Bidder should be equipped with a robust, redundant, secured network setup at both it's DC & DRC so as to maintain the SLA & Uptime requirement of the Bank incase of failure of primary connectivity/site.	As per our understanding its an API integration.	Please be guided as per RFP
38.	15	Bidder's Responsibilities & infrastructure Requirement: 1	The bidder should have capabilities to send SMS to all GSM/3G/4G/5G handsets and to all telecom operators available in India and abroad without any exception.	List down the countries in which international sms delivery expected	International SMS is to be delivered to any country where Bank's customer is present.
39.	15	Bidder's Responsibilities & infrastructure Requirement: 1	The bidder shall be responsible for delivery of real time Voice on call alerts on 24*7*365 basis as per the requirement of Bank.	Is the PNB looking for the SMS failover Voice solution or it's an direct voice call obd needs to be initiated ? Pulse for voice is 30 sec or 15 Sec please confirm	Voice on call alerts will be initiated by the Customer. Please refer to the corrigendum
40.	18	Bidder's Responsibilities & infrastructure Requirement:	The bidder should have a valid registration with TRAI as a telemarketer and provided solution should comply with TRAI, RBI and GOI guidelines for sending SMS regarding DLT and DND. And it will be bidder's responsibility to follow up with respective operators regarding DLT issues on behalf of bank.	As per the TRAI regulation on, Telecom Commercial Communication Customer Preference Regulation, 2018 , access provider needs to provide the TM certificate to the aggregators which we are already have and same we will provide in this regards.	Please refer to the corrigendum



41.	18	Bidder's Responsibilities & infrastructure Requirement:32	Bidder should be capable of sending messages over Whatsapp and if in future bank needs to use these services then integration with respective departments of bank is to be done by bidder at no extra cost.	Whatsapp services implantation cost needs to be added in the commercial line item and please elaborate in this regards	Please be guided as per the RFP
42.	18	Bidder's Responsibilities & infrastructure Requirement:33 / 34	Promotional Message should include RCS based messages also.	Currently RCS services is disabled	Please refer to the corrigendum
43.	18	Bidder's Responsibilities & infrastructure Requirement	Bidder should be capable of integrating, generating and sending RCS messages and it's delivery report.		
44.	18	Bidder's Responsibilities & infrastructure Requirement	Bidder should have an omni-channel end-user/citizens engagement platform that can orchestrate the messaging across various communication channels like - SMS, Email, OTT, Voice, Social and other digital properties like website and mobile apps via push notifications.	Please elaborate in this	Please be guided as per RFP
45.	18	Bidder's Responsibilities & infrastructure Requirement	Bidder should have deployed DLT platform in atleast 1 telecom operators in the country.	It is very restrictive clause and only 1 vendors have such cabability and also it is a operator base procut and it has nothing to do with the sms services so requesting you to ples remove this clause.	Please refer to the corrigendum
46.	20	Onsite Technical Support:	Bidder has to provide one onsite technical resource for the entire contract period for management and monitoring of the services, generation of reports, escalation management, etc. The onsite technical resource has to be provided without any additional cost to the Bank	Contract period is for 3 Years and during the contract period so please add the onsite technical support respouce costing in the commercial line item	Please be guided as per the RFP
47.	21	WhatsApp Banking(Optional):	Providing a console to Bank to send WhatsApp notification / messages/ rich media say jpeg, jpg, png, gif files, videos, pdfs etc. as supported by WhatsApp (by format as well as by size) to registered/nonregistered customers of Punjab National Bank. This functionality will be used by Bank as and when necessary.	We can send only for optin users messages. So its better to use the optin database and start fresh and build up their database via their optin channels.	Please refer to the Corrigendum

48.	22	WhatsApp Banking(Optional):	The system should support blocking of users such that blocked user can not send the message to Bank's WhatsApp number	The customer would always be able to access the banks bot even if the bank block him via their internal KYC or systems, as its a global platform and we cannot block user initiated messages	Please refer to the Corrigendum
49.	22	WhatsApp Banking(Optional):	Be able to handle minimum 5 lakh conversations in a minute and send approx. 1 crore push notifications in one go and system should be scalable as per future requirement.	We can perform multi threading and increase TPS to 100 or more if required. at present wbs support TPS of 50. We can work with the bank on case to case basis and they would have to inform us so we can plan with the tech team.	Please refer to the Corrigendum
50.	35	REVERSE AUCTION	Reverse Auction/s will be conducted on mandatory items only (Table-A of Indicative Commercial bid format)	Table-A: Domestic SMSs (Page no 86) contains the 4 line items : Priority 1 SMSs , Priority 2 SMSs* , Voice Bound Call for OTP, Priority 3 SMSs/ RCSs, So RA (Reverse auction ) will be conducted on each line items mentioned in TABLE A or total of TABLE A . Please confirm	RA will be conducted on total price of TCO Items.
51.	35	25. REVERSE AUCTION	c. In case, during the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one whose Combined Score (CS), obtained after Technical Evaluation and the prices quoted by the bidders in their commercial bid, is the highest shall be treated as the H1 bidder	Please elaborate in this	Please refer to the corrigendum
52.	45	9. SERVICE LEVEL AGREEMENT (SLA)	Priority 1 Higher Priority alerts (OTP) Within 5 seconds	Requesting you to revise the SLA : Priority 1 Higher Priority alerts (OTP) Within 15 seconds	Please refer to the corrigendum
53.	45	9. SERVICE LEVEL AGREEMENT (SLA)	Priority 2 Transactional/Batch SMSs in real time Within 10 seconds	Batch SMS please confirm the sample message	Sample will be provided to the successful bidder(s)
54.	45	9. SERVICE LEVEL AGREEMENT (SLA)		Requesting you to revise the SLA : Priority 2 Transactional SMSs in real time Within 30 seconds	Please refer to the corrigendum
55.	45	10. PENALTY	10.1 DELAY IN DELIVERY OF PUSH TYPE SMS ALERTS	Needs to revise the Penalty clauses as its very aggressive	Please be guided as per the RFP

				In calculation of delivery percentage, the following delivery failure cases will be excluded –	Please refer to the corrigendum
				i. Inbox Full	
				ii. International Roaming	
				iii. Mobile Number Blacklisted	
				iv. Mobile Switched off	
				v. Mobile out of range	
				vi. Invalid Mobile Number	
56.	67	ANNEXURE-III : ELIGIBILITY CRITERIA OF THE BIDDER	4. The Bidder should have executed similar projects : Performance certificate as per Annexure-VI. From Individual Customers and Summary in Annexure-XVI In addition, Bidder has to submit valid copies of invoices of SMS services rendered to customer (first Invoice and latest invoice).	We have already initiated the Process to get the letters as per the format shared from the respective clients but during the submission time please allow to submit the Mail confirmation from customers and as soon as we get the letters will share with PNB team.	Please refer to the corrigendum
57.	67	ANNEXURE-III : ELIGIBILITY CRITERIA OF THE BIDDER	8. Bidder companies should have tie up arrangements with minimum 2 telecom operators within India services. Bidder companies should have international tie up arrangements with telecom operators for international operations. The service operator should have international roaming facility for both domestic and international customers.	For International SMS services requirement please list down the countries in which PNB looking for the SMS delivery	International SMS is to be delivered to any country where Bank's customer is present.
58.	67	ANNEXURE-III : ELIGIBILITY CRITERIA OF THE BIDDER	10. Bidder should have a capability to handle at least 50 Lakhs Higher Priority alerts (OTPs or Priority 1 alerts) per day (Delivered within 5 secs) during last 6 months.	Kindly confirm if the same can be aggregated and considered from multiple customers.	The requirement is the total of all the clients/customers of the Bidder in the mentioned timeframe.
59.	68	ANNEXURE-III : ELIGIBILITY CRITERIA OF THE BIDDER	11. Bidder should have a capability to handle at least 5 Crore Transactional/Batch SMSs in real time (Priority 2 alerts) per day (Delivered Within 10 secs) during last 6 months.		The requirement is the total of all the clients/customers of the Bidder in the mentioned timeframe. Please

					refer to the corrigendum
60.	69	ANNEXURE-III : ELIGIBILITY CRITERIA OF THE BIDDER	13. The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only. Re-sellers are not allowed to bid for this tender. Bidder to provide certified copy of registration as registered telemarketer as per TRAI guidelines.	As per the TRAI regulation on, Telecom Commercial Communication Customer Preference Regulation, 2018 , access provider needs to provide the TM certificate to the aggregators which we are already have and same we will provide in this regards.	Please refer to the corrigendum
61.	82	29. Bidder to maintain the data with regard to SMS/voice on call alerts received and sent as per data retention policy of the Bank. The data maintained should have the following minimum fields: Mobile Number/MSISDN Complete text Alert Category Bearer (GSM/3G/4G/5G) Operator Circle National/International Sender Name/ID Date/time of SMS/voice on call received at the gateway Date/time of SMS voice on call sent to the operator Date/time of SMS voice on call delivered to the end subscriber Final Status of the SMS/voice on call Status description Bidder should retrieve and provide the required data to Bank within 24 hours of receiving request in this regard from Bank.		We shall not able able to give the operator and Circle name in terms of Voice as we don't get the same from the operator so please consider in this regards	Please refer to the corrigendum
62.	84	42. The bidder should be able to distinguish between domestic and international mobile number without making any changes at Bank's end.		Voice OTP can be send only to domestic mobile/landline number	International Voice OTP is not a requirement in this RFP. Please be guided as per RFP
63.	83	ANNEXURE-X TECHNICAL SPECIFICATIONS / 30	The bidder should provide all the messages/ voice on calls sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above.	Is it a mandatory requirement? The report can downloaded from the panel or can be pushed via API	The requirement is mandatory. Please refer to the corrigendum
64.	Common : Commercial revised			Kindly clarify in case - 1. New taxes are levied by the government. 2. If base SMS charges, DLT charges or any other charges are changed / levied by Telecom Operators in line with DoT guidelines.	Please refer to the corrigendum.
65.	14	Scope of Work, The Pull SMSs will be in following categories	The selected service provider must provide easy to remember short code for the use of Punjab National Bank, which can be used for providing PULL SMS service to its customers both in India and abroad, without any extra cost to the Bank.	If the existing Shortcode and longcodes are getting continued, Airtel will integrate.	Please be guided as per RFP

			<p>The short code that will be procured by the service provider on behalf of Bank has to be surrendered to Bank after expiry of the contract.</p> <p>Long code 9264092640 is currently being used by the bank and is procured by Bank through M/s Value First and the same number should be configured. The incoming request for PULL SMS will be free of cost.</p>		
				Else in case of fresh procurement of shortcode, Airtel will need support of the bank as shortcodes are not operator agnostic.	Please be guided as per the RFP
66.	18	Scope of Work   point 33	Promotional Message should include RCS based messages also.	Please share clarity on RCS based messages as Google has already withdrawn it from market (temporarily)	Please refer to the corrigendum
67.	18	Scope of Work   point 35	Bank will 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	For realtime DLT parameter addition, bank need to provide the dump of all the templates.	Bank will provide template dump to the successful bidder
68.	44	DELIVERY & IMPLEMENTATION	The shortlisted bidder should integrate and implement the proposed solution with our existing set up within 6 weeks from the date of date of Letter of Intent/ Purchase Order.	Just for clarity: Hoping there is no on-site deployment	Bidder has to provide redundant link and network device, if required, to create connectivity of Bank's DC and DR with Bidders DC and DR
69.	47	PENALTY		Requesting if we can revise the delivery SLA to below:	Please refer to the corrigendum
			Priority 1 - OTP   Within 5 sec	Priority 1 - OTP   Within 15 sec	Please refer to the corrigendum
			Priority 2 - Transactional   Within 10 sec	Priority 2 - Transactional   Within 2 Min	Please refer to the corrigendum
			Priority 3 - Promotional   Within 1 hour	Priority 3 - Promotional   Within 2 hour	Please refer to the corrigendum
70.	47	PENALTY, 1	In addition to the above penalty, 100% of the cost of SMS, which has not been delivered due to any reason, will be deducted from any payment.	Suggestion: Failure due to customer end issues should be excluded from the calculation. For ex. Mobile switched off, Not reachable, Barred service, Handset Issues and more.	Please refer to the corrigendum

71.	21	WhatsApp Banking	Bidder should be able to provide a solution which has the capability to search Bank's website for the query/ keyword entered by customer on real time basis and respond to the customer with desired information/link	Please elaborate	Bank will expose APIs for the requirement. Bidder has to integrate the same.
72.	21	WhatsApp Banking	The bidder shall provide free of cost WhatsApp message services for at least a period of 24 hrs, if the user initiates the request and responds to be made to the user through WhatsApp messages/notifications.	Please suggest as the commercial model has changed to "Conversation Based".	Please refer to the Corrigendum
73.	21	WhatsApp Banking	Further, The Bidder's existing onsite support should also provide support for WhatsApp solution	Please provide clarity here on the onsite deployment of the solution.	At present the requirement of the Bank is for Cloud Based Service. Please refer to the corrigendum
74.	48	10.2 DELAY IN IMPLEMENTATION SCHEDULE	Penalty @1% per week or part thereof will be deducted from future payments to be made for delay in implementation exceeding the time schedule as defined in the RFP document, with a maximum upto 50% shall be deducted as per the Purchase Order/ Letter of Intent issued by the Bank.	Penalty @0.5% per week or part thereof will be deducted from future payments to be made for delay in implementation exceeding the time schedule as defined in the RFP document, with a maximum upto 5% shall be deducted as per the Purchase Order/ Letter of Intent issued by the Bank.	Please refer to the Corrigendum
75.	57	LIMITATION OF LIABILITY	Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value.	<b><u>Request customer to amend clause as below:</u></b> The maximum aggregate liability of Service Provider in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed total sum of amount collected by bidder in last 12 months under this contract.	Please be guided as per RFP
76.	49	TERMINATION OF AGREEMENT	Bank shall have the right to terminate the Agreement, at any time during the Agreement period, after giving 30 day's advance notice including 15 days cure period to the VENDOR	Requesting customer to remove this clause.	Please be guided as per RFP
77.	44	8. Payment Terms	Payment will be made on receipt of invoice along with category wise usage summary report and SMS log of DVD. The following conditions will be applicable	Payment will be done on monthly arrear basis upon receiving the error free invoice from the bidder. Invoice needs to be raised on the minimum of billable SMS counts of the Bank's server and that of the	Please refer to the corrigendum

			for payment.	bidder. Bidder/Service Provider (Not Telecom Operator) has to provide the invoice copy of the SMSs billed by the Telecom operator as DLT charge for PNB High Priority SMSs.	
78.	36	26. SELECTION OF OTHER BIDDERS ALONG WITH L1 BIDDER	If the bank chooses more than one bidder, then the Bank shall distribute the SMS traffic approximately 60: 40 ratios between L1 and L2. The Bank reserves the right to increase or decrease the quantity of the SMS pushed/pulled without any change in price and other terms and conditions. I	Instead of having L1 and L2. Bank should invite L3 also to build high redundancy. L1 + L2 + L3 with selected ratio or as per bank selection will provide more efficiency in terms of ready platforms and traffic distribution as well. It will provide high redundancy in same cost.	Please be guided as per RFP
79.	Page 19	Bidder's Responsibilities & infrastructure Requirement- Point 42	Bidder should have the facility to enable customers to instantly respond by "Reply" to the SMS and the customers should not be required to search for a web page or an e-mail address to notify the objection, if any.	Reply option isn't available in Transaction SMS as of now. As Bank Account holder cannot reply to sender id like JM - PNBSMS. This is not allowed as per the new TRAI regulation	Please refer to the corrigendum
80.	Page 67	Eligibility criteria of the Bidder- Point 4	The Bidder should have executed similar date of Bid Submission date of RFP. projects in : · Atleast 5(five) text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India · Atleast two Scheduled Commercial Banks/ Government Organization/ PSU in India during last 3 years (as on bid submission date). · Out of these two, at least one project should be of a scheduled commercial Bank. The solution offered should be currently running successfully in at least one Bank/ Government Organization/ PSU other than PNB.	Performance certificate and invoice is required for one commercial bank, OR it is required for all 5 customers. Please confirm.	Please refer to the corrigendum
81.	Page 67	Eligibility criteria of the Bidder- Point 4		Seems some Incorrect Mapping. Could not find Summary in Annexure XVI, instead it has some malware related content	Please refer to the corrigendum
82.	Page 68	Eligibility criteria of the Bidder- Point 10	Bidder should have a capability to handle at least 50 Lakhs Higher Priority alerts (OTPs or Priority 1 alerts) per day (Delivered within 5 secs) during last 6 months.	Performance certificate and invoice is required from multiple customers, so that per month volume comes to 15 Crore . Please confirm. Supporting Documents to be Submitted column	Please refer to the corrigendum

				should be termed as - <b>"Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of SMS services rendered to customers and Performance certificates from the respective Organizations."</b>	
83.	Page 68	Eligibility criteria of the Bidder- Point 11	Bidder should have a capability to handle at least 5 Crore Transactional/Batch SMSs in real time (Priority 2 alerts) per day (Delivered Within 10 secs) during last 6 months.	Performance certificate and invoice is required from multiple customers, so that per month volume comes to 1.5 Billion. Please confirm. Supporting Documents to be Submitted column should be termed as - <b>"Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of SMS services rendered to customers and Performance certificates from the respective Organizations."</b>	Please refer to the corrigendum
84.	Page 84	Technical Specifications- Point 45	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.	Short code cannot be accessed outside India as of now. For NRI customers, long code will work fine.	Please refer to the corrigendum
85.	Page 44	Other Terms and Conditions	Rejected DND/Invalid/Duplicate/Undelivered SMS will not be paid	Undelivered SMS can be due to any reason at the end of SMS recipient end user, which is beyond our control. We ensure that SMS is tried for delivery multiple times, and still didn't deliver due to issue at SMS recipient end. This Point should be mentioned as - <b>"DND Rejected/Duplicate SMS will not be paid"</b>	Please refer to the corrigendum
86.	Page 45	Other Terms and Conditions	No payment will be made for SMS alerts failed/ not delivered due to any fault/ failure on the part of bidder/ telecom operator. The reasons for failures are as below:	For all Points below - We would have ensured that SMS was tried multiple times, and still didn't deliver due to issue at recipient end. <b>We cannot control recipient end issue. Hence bidder should be paid for all such cases where failure is beyond our control.</b>	Please refer to the corrigendum
87.			• Any delay due to operator	Recipient end operator issue is beyond our control.	Please refer to the corrigendum
88.			• Failure due to all operator issues	Recipient end operator issue is beyond our control	Please refer to the corrigendum



89.			• Delivery delay due to mobile device related issues	Mobile device issue is beyond our control	Please refer to the corrigendum	
90.			• Delivery delay or SMS failure due to ISP related concern or any other factor which is beyond control of the vendor i.e successful bidder.	It says beyond control of vendor, and still we won't be paid. There is no fault of the Bidder in this, and how can be control this and improve this anyhow.	Please refer to the corrigendum	
91.				<b>Overall, This point should be mentioned as: "No payment will be made for SMS alerts failed/ not delivered due to any fault/ failure on the part of bidder/ telecom operator. The reasons for failures are as below: Any issue at the bidder end."</b>	Please refer to the corrigendum	
92.	Page 45	Service Agreement-9	Level Point	Priority 1 - Delivery Time Per SMS	All Priority 1 SMS cannot be delivered within 5 seconds, due to any constraint at SMS recipient's end. Bidder can ensure to submit SMS to the operator for delivery within 5 Seconds. <b>This point should be mentioned as - "Bidder to submit 100% of Priority 1 SMS to operator for delivery under 5 seconds"</b>	Please refer to the corrigendum
93.	Page 45	Service Agreement-9	Level Point	Priority 2 - Delivery Time Per SMS	All Priority 2 SMS cannot be delivered within 10 seconds, due to any constraint at SMS recipient's end. Bidder can ensure to submit SMS to the operator for delivery within 5 Seconds. <b>This point should be mentioned as - "Bidder to submit 100% of Priority 2 SMS to operator for delivery under 10 seconds"</b>	Please refer to the corrigendum
94.	Page 45	Service Agreement-9	Level Point	Priority 3 - Delivery Time Per SMS	All priority 3 SMS cannot be delivered within 1 hour as this will be larhe buld push SMS and due to any constraint at recipient's end. Bidder can ensure to submit SMS to the operator for delivery within 1 hour. <b>This point should be mentioned as - "Bidder to submit 100% of Priority 3 SMS to operator for delivery within 1 hour"</b>	Please refer to the corrigendum
95.	Page 47	Penalty 10.1	- Point	Any SMS Alert not delivered due to any technical fault/ failure on the part of bidder/ TSP	Penalty for this point should be mentioned as - <b>"Per SMS cost not to be paid by the Bank"</b>	Please refer to the corrigendum
96.	Page 47	Penalty 10.1	- Point	Priority 1 SMSs delivered after 5 Seconds	This point should be mentioned as - <b>"Priority 1 SMS delivered after 5 seconds to telecom operator"</b>	Please refer to the corrigendum

97.	Page 47	Penalty - Point 10.1	Priority 2 SMSs delivered after 10 Seconds	This point should be mentioned as - <b>"Priority 2 SMS delivered after 10 seconds to telecom operator"</b>	Please refer to the corrigendum
98.	Page 47	Penalty - Point 10.1	Priority 3 SMSs/RCS delivered after 1 hour	This point should be mentioned as - <b>"Priority 3 SMS delivered after 1 hour to telecom operator"</b>	Please refer to the corrigendum
99.	Page 47	Penalty - Point 10.1 Note	In addition to the above penalty, 100% of the cost of SMS, which has not been delivered due to any reason, will be deducted from any payment.	This Point should be mentioned as - <b>"In addition to the above penalty, 100% of the cost of SMS, which has not been delivered due to the Bidder, will be deducted from any payment."</b>	Please refer to the corrigendum
100.	Page 18	Bidder's Responsibilities & infrastructure Requirement-Point 33	Promotional Message should include RCS based messages also.	Google has stopped RCS Messaging in India. Can be provided once it is resumed.	Please refer to the corrigendum
101.			<b>Overall Point</b>	Performance certificate should be acceptable on email from customer with simpler language. Cause getting Performance certificate as per prescribed format in RFP will need lot of time, as customers take time to get such documents signed. Such performance certificates will not be possible to submit in 2 weeks time frame, it will need more time for the same. Hence, Bank should accept email from customer as Performance certificate.	Please refer to the corrigendum
102.	21	WhatsApp Banking(Optional)	Bidder should be able to provide a solution which has the capability to search Bank's website for the query/ keyword entered by customer on real time basis and respond to the customer with desired information/link.	Need more clarity on this point	Bank will expose APIs for the requirement. Bidder has to integrate the same.
103.	22	WhatsApp Banking(Optional)	Bidder should translate the contents of the messages in customers' desired language on its own and at no extra cost to the Bank.	Translation APIs are chargeable and mostly billed on number of translation done. Hence, Bank should pay for such service.	Please refer to the Corrigendum
104.	22	WhatsApp Banking(Optional)	The system should support blocking of users such that blocked user can not send the message to Bank's WhatsApp number.	Resrticting user from sending messages may not be feasible. However, we can build solution that message is not sent to PNB's server.	Please refer to the Corrigendum
105.	23	WhatsApp Banking(Optional)	Be able to handle minimum 5 lakh conversations in a minute and send approx. 1 crore push notifications in one go and system should be scalable as per future requirement.	We can handle push as per maximum limit facilitated by WhatsApp	Please refer to the Corrigendum

106.	23	WhatsApp Banking(Optional)	Should pass the benefit to the Bank in case of any downwards revision of charges by WhatsApp during the contract period	Please consider the scenario if WhatsApp Increases price, Would be tough to manage if that is not allowed at Bank end.	Please be guided as per the RFP
107.	67	Annex 3, point 4	Out of these two, at least one project should be of a scheduled commercial Bank. The solution offered should be currently running successfully in at least one Bank/ Government Organization/ PSU other than PNB.	We request to remove the PSU criteria	Please be guided as per RFP
108.	67	Annex 3, point 5	The bidder should use their own SMS Gateway services to deliver the messages to the SMS directly	We request to allow SMS aggregators platforms as well. Having a dedicated SMS gateway will be limiting the delivery rate of SMS due to limited telcom provider (1) lease line availability and dependence on one telcom partner. Also, Having multiple telcom partners, cost of the SMS also increases if the availability of lines has to be adequate. While if an aggregator of SMS provides such services, they will be able to get lease lines from all large telcom partners to enable fallbacks and allow highest delivery rates of SMS to consumers	Please be guided as per RFP
109.	67	Annex 3, point 6	The bidder should not be re-sellers of SMS gateway services.	Having a dedicated SMS gateway will have the same challenges as above	Please be guided as per RFP
110.	69	Annex 3, point 18	The bidder should have a minimum turnover of INR 50 Crore per annum and positive net worth for the last 3 financial years i.e. 2019- 20, 2020-21 & 2021-22, from their Indian operations. Turnover must be individual Company's turnover and not that of any group of companies	We request to waive this off for MSE	Please refer to the Corrigendum
111.	15	Bidder's Responsibilities & infrastructure Requirement:	8. Bidder shall be responsible for providing real time online monitoring access to Bank with regard to Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis at specified in the RFP. The Monitoring portal should be customizable as per requirement of the Bank, without any additional cost to the Bank.	Please elaborate on customization requirement on Monitoring Tool to consider its cost.	Customization requirement for monitoring portal will be as per Bank's requirement and may change from time to time.

112.	15	Bidder's Responsibilities & infrastructure Requirement:	9. The solution offered should provide Push and Pull based SMS alert services and voice on call alerts to the bank. For providing these services the offered solution should be seamlessly integrated with Finacle Alerts Solution, Finacle Mobile Banking, Finacle E-Banking, UPI and any other applications deployed in Bank. Integration & customization charges, if any, will have to be borne by the Bidder without any additional cost to the Bank	Kindly note, to integrate with FAS, detailed SOW to captured and effort estimation and its cost needs to be evaluated. Please share its SOW.	Please be guided as per the RFP
113.	16	Bidder's Responsibilities & infrastructure Requirement:	14. Sender Id masking / replacing should be available. The message should be delivered to correct mobile Number.	Please elaborate on the expectation from Sender ID masking / replacing	Please be guided as per the RFP
114.	16	Bidder's Responsibilities & infrastructure Requirement:	12.Delivery reports need to be sent to the same connection / server from which the message was originated. Delivery reports need to be provided in the exact format that will be specified by Bank.		Please be guided as per the RFP
115.	17	Bidder's Responsibilities & infrastructure Requirement:	19.Bidder has to integrate any application already running or any application procured by the Bank in future, with their solution as per Bank's requirement without any additional cost to the Bank.	Please note, to integrate with existing application, detailed SOW to captured and effort estimation and its cost needs to be evaluated. Please share its SOW.	Please be guided as per the RFP
116.	17	Bidder's Responsibilities & infrastructure Requirement:	20.In future if Bank requires integrating any source system from the internet, Bidder should able to integrate that system without compromising the Bank's security policy. Also it is bidder's responsibility to suggest Bank for best possible / secure solution for the same.	Please note, to integrate with existing application, detailed SOW to captured and effort estimation and its cost needs to be evaluated. Please share its SOW.	Please be guided as per the RFP
117.	17	Bidder's Responsibilities & infrastructure Requirement:	25.The proposed solution should have Marketing Automation (bit.ly link facility) - capturing customer feedback through customized page as per the bank's requirement.	Please confirm whether customer feedback or clicks information will be captured on Karix short domain or PNB short domain mapped with Karix clicks IP?	Customer feedback or clicks information will be captured on PNB short domain
118.	17	Bidder's Responsibilities & infrastructure Requirement:	21. The proposed solution should have capability of web layering for integrating with external system as per requirement of the Bank.	Please elaborate on the expectation from this point.	Please be guided as per the RFP

119.	17	Bidder's Responsibilities & infrastructure Requirement:	23. For logging and tracking all the complaints raised by RRBs, RRB wise single ticket should be maintained in online ticketing mechanism till the resolution of the issue.	This can be addressed by email based ticketing system. Hope it is fine.	Please be guided as per the RFP
120.	17	Bidder's Responsibilities & infrastructure Requirement:	24. The bidder should be able to offer Application and Web based notification.	Please add fields for sharing commercials of Application and Web based notifications in Performa for Indicative Commercial Offer (Annexure-XI)	Please be guided as per the RFP
121.	17	Bidder's Responsibilities & infrastructure Requirement:	26. The proposed solution should have facility to send SMS/OTP over email.	<p>Please confirm:</p> <p>a. Whether OTP needs to be sent on SMS and Email simultaneously OR is OTP on Email required as Fallback in case of SMS failure?</p> <p>b. Email is required for OTP SMS only, and not required for Transactional and Promotional. Is this understanding correct?</p>	<p>a. Requirement of OTP on E-mail will be as per preference of the customer.</p> <p>b. E-Mail services will be for all types of messages like OTP, Transactional, Batch, Promotional etc.</p>
122.	18	Bidder's Responsibilities & infrastructure Requirement:	30. Bidder should provide bank with a browser based ticketing mechanism portal for issues raised and 24*7 telephonic support.	Karix offers email based ticketing mechanism, hope it would suffice.	Please refer to the Corrigendum
123.	18	Bidder's Responsibilities & infrastructure Requirement:	32. Bidder should be capable of sending messages over Whatsapp and if in future bank needs to use these services then integration with respective departments of bank is to be done by bidder at no extra cost.	We assume standard APIs would be used for integration, please confirm.	Please be guided as per the RFP
124.	18	Bidder's Responsibilities & infrastructure Requirement:	37. Bidder should have an omni-channel end-user/citizens engagement platform that can orchestrate the messaging across various communication channels like - SMS, Email, OTT, Voice, Social and other digital properties like website and mobile apps via push notifications.	We comply to this point. We assume that its use cases and commercials shall be discussed whenever required by PNB as use cases / line item to mention commercials are not shared in RFP document. Please confirm.	Please be guided as per the RFP

125.	18	Bidder's Responsibilities & infrastructure Requirement:	38. Vendor have the capability of providing a business process automation engine which has built in process modeller and execution engine to create use cases like feedback capture, lead management etc and capable of sending communication to the end user across multiple channels (Ex - SMS, WhatsApp, Email etc)	We comply to this point. We assume that its use cases and commercials shall be discussed whenever required by PNB as use cases / line item to mention commercials are not shared in RFP document. Please confirm.	Please be guided as per the RFP
126.	18	Bidder's Responsibilities & infrastructure Requirement:	31. The bidder should have a valid registration with TRAI as a telemarketer and provided solution should comply with TRAI, RBI and GOI guidelines for sending SMS regarding DLT and DND. And it will be bidder's responsibility to follow up with respective operators regarding DLT issues on behalf of bank	Telemarketer Registration is provided by Telecom Service Providers like Airtel, Vodafone Idea etc. TRAI is not providing any certificate. Hope this is fine.	Please refer to the Corrigendum
127.	18	Bidder's Responsibilities & infrastructure Requirement:	34. Bidder should be capable of integrating, generating and sending RCS messages and its delivery report.	Please note, as per Google update RCS messaging is on HOLD, we can offer Truecaller Messaging Solution. Please confirm.	Please refer to the Corrigendum
128.	18	Bidder's Responsibilities & infrastructure Requirement:	36. 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.	Please note, DLT Reverse lookup mechanism will work once approved content templates are upload in Karix GUI portal to extract the correct DLT Template ID. Hope it is fine.	Please be guided as per the RFP
129.	19	Bidder's Responsibilities & infrastructure Requirement:	42. Bidder should have the facility to enable customers to instantly respond by "Reply" to the SMS and the customers should not be required to search for a web page or an e-mail address to notify the objection, if any.	Reply to SMS using same Sender ID is not feasible, customers of PNB can respond using Short Code / Long Code. Please confirm / elaborate on the expectation from this point.	Please refer to the Corrigendum
130.	19	Dashboard service	Should be capable of generating reports in Excel/PDF/HTML/TXT and any other format specified by the Bank	CSV (form of an excel) is supported on voice platform for report download. Hope it is fine.	Please be guided as per the RFP
131.	19	Dashboard service	*The above features of the dashboard is not exhaustive and Bank may ask for additional features which the Bidder should be capable of incorporating without any additional cost to the Bank,	Please share list of all required features as we may incur custom development effort and cost.	List will be shared with the successful bidder. Bank may ask the bidder to accommodate any change/customization at anytime

					without any additional cost.
132.	22	WhatsApp Banking (Optional)	The bidder shall provide free of cost WhatsApp message services for at least a period of 24 hrs, if the user initiates the request and responds to be made to the user through WhatsApp messages/notifications.	The First response will be charged, subsequent message will be free. This is as per the Facebook New Pricing model. Please confirm.	Please refer to the Corrigendum
133.	22	WhatsApp Banking (Optional)	Implement sending WhatsApp messages in Hindi, English and other regional languages as per Bank's requirement and as supported by WhatsApp. Messaging framework must be capable of sending messages in various media formats like image, pdf, video, gif, emojis, stickers etc. allowed by WhatsApp and the file size limit should not be not less than that of permissible limit by WhatsApp.	GIF is not supported by WhatsApp as of now, please suggest.	Please refer to the Corrigendum
134.	22	WhatsApp Banking (Optional)	The system should support blocking of users such that blocked user can not send the message to Bank's WhatsApp number.	WhatsApp doesnt support this feature. Please allow deviation.	Please refer to the Corrigendum
135.	22	WhatsApp Banking (Optional)	As part of implementation, Bank will audit the system of bidder through Bank's Cert-In empaneled auditor.	Karix has procured the VAPT certificate from Cert-In empaneled vendors. Hope it would suffice.	Please be guided as per the RFP
136.	23	WhatsApp Banking (Optional)	Be able to handle minimum 5 lakh conversations in a minute and send approx. 1 crore push notifications in one go and system should be scalable as per future requirement.	WhatsApp Supports Max of 250 TPS including Send messages, contact look up, receive delivery notifications, receive incoming messages. Hope it would suffice.	Please refer to the Corrigendum
137.	23	WhatsApp Banking (Optional)	Clarification	For WhatsApp, we understand that PNB would be fine for cloud services or SAAS based offering. No physical deployment required at PNB location.  If WhatsApp is used with any other BSP, the number shall be migrated to Karix.  Please confirm if these understandings are correct.	Understanding is Ok.
138.	23	E-Mail Alert Services(Optional) :	• The bidder shall be responsible for delivery, installation and maintenance of any hardware/software including Servers, Gateway etc at On-Premise PNB site, if required any.	Please confirm do we need to consider onsite deployment OR will it be Cloud based solution?  If onsite deployment, then PNB will provide us the DB	Deployment of E-Mail alerts will be onsite. Required Db of e-mail addresses

				connectivity to pick the email addresses from your DB schemas. Is this understanding correct?	of customers will be provided by the Bank.
139.	41	32. Non Disclosure	c. That if the vendor hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.	Please consider to restrict the confidentiality obligation to 2 years post termination or expiration of this Agreement	Please be guided as per RFP
140.	44	7. ACCEPTANCE TEST	All the delivered Product/Solution/Software items may be subjected to an acceptance test. Successful bidder has to arrange additional onsite support personal at the date and time mentioned by the Bank to assist in the acceptance test	Please confirm on acceptance testing timeline.	Acceptance will be provided post satisfaction of the Bank about the deployment and delivery of services.
141.	45	9. Service Level Agreement (SLA)	SMS: OTP - 5 secs Trans - 10 sec Promo -1 hr  Voice - 15 secs	Expected SLAs are very aggressive, please relax it to following: SMS: OTP - 15 secs Trans - 2 mins Promo -2 hrs  Voice - 30 secs	Please refer to the corrigendum
142.	45	8. PAYMENT TERMS	Other Teams & Conditions • No payment will be made for SMS alerts failed/ not delivered due to any fault/ failure on the part of bidder/ telecom operator. The reasons for failures are as below: • Any delay due to operator • Failure due to all operator issues • Delivery delay due to mobile device related issues • Delivery delay or SMS failure due to ISP related	Please allow 10% deviation for uncontrollable factors. Messages which are not delivered to user handset due to factors which are not under control of service provider like: (A) Delivery of SMS from Telco (GSM/CDMA) network to handset, (B) Message retries if not delivered, e.g. phone switched off, Inbox full, Roaming, etc. In these cases the latency of the message delivery is increased. Also, no error code is received from the operator in	Please refer to the corrigendum



			<p>concern or any other factor which is beyond control of the vendor i.e successful bidder.</p> <ul style="list-style-type: none"> <li>• Delivery delay or drop due to shifting of traffic from production to DR by Bank.</li> <li>• Failure's due to user configuration done basis PNB's business requirements or requests.</li> <li>• All payments will be made after deducting penalties, if any.</li> </ul>	<p>this case,</p> <p>(C) Barring all network and radio errors like - out of network area/handset switched off, memory full, inbox full, invalid numbers, etc.</p> <p>(D) SMS not delivered in case of Absent Subscriber</p>	
143.	45	9. SERVICE LEVEL AGREEMENT (SLA)	9. SERVICE LEVEL AGREEMENT (SLA)	<p>Please allow 10% deviation for uncontrollable factors. Messages which are not delivered to user handset due to factors which are not under control of service provider like:</p> <p>(A) Delivery of SMS from Telco (GSM/CDMA) network to handset,</p> <p>(B) Message retries if not delivered, e.g. phone switched off, Inbox full, Roaming, etc. In these cases the latency of the message delivery is increased. Also, no error code is received from the operator in this case,</p> <p>(C) Barring all network and radio errors like - out of network area/handset switched off, memory full, inbox full, invalid numbers, etc.</p> <p>(D) SMS not delivered in case of Absent Subscriber</p>	Please refer to the corrigendum
144.	46	9. SERVICE LEVEL AGREEMENT (SLA)	<ul style="list-style-type: none"> <li>• Voice bound call should be as per following condition- Receiving call on the customer mobile from IVR - Within 15 Sec</li> </ul>	<p>a. Initiating OTP calls within 15 secs is feasible. However it dependant on user availability in telco network to pick the calls.</p> <p>b. For Bulk promotional calls this criteria 15 secs cannot be applicable.</p> <p>Hope it is fine.</p>	Please refer to the corrigendum
145.	46	9. SERVICE LEVEL AGREEMENT (SLA)	The non-delivery of services or non-response or any breach of information will lead to penalty	Please consider to restrict penalty for non -delivery only and remove the highlighted part.	Please be guided as per the RFP
146.	47	10.1 DELAY IN DELIVERY OF	Any SMS Alert not delivered due to any technical fault/failure on the part of bidder - 10 times the SMS cost of the respective category	Penalty clause it very stringent, please relax it to following:	Please be guided as per the RFP

		PUSH TYPE SMS ALERTS	<p>Priority 1 SMSs delivered after 5 Seconds - 10 times of per SMS cost of the respective category</p> <p>Priority 2 SMSs delivered after 10 secs - 5 times of per SMS cost of the respective category</p> <p>Priority 3 SMSs / RCS delivered after 1 hr - Equal to per SMS cost of the respective category</p> <p>Voice Bound Call for OTP after 20seconds - 5 times of per voice bound call cost</p>	<p>Any SMS Alert not delivered due to any technical fault/failure on the part of bidder - 10 times the SMS cost of the respective category</p> <p>Priority 1 SMSs delivered after 15 Seconds - 5 times of per SMS cost of the respective category</p> <p>Priority 2 SMSs delivered after 2 minutes - 5 times of per SMS cost of the respective category</p> <p>Priority 3 SMSs delivered after 2 hrs. but before 6 hrs - Equal to per SMS cost of the respective category</p> <p>Voice Bound Call for OTP after 30seconds - 5 times of per voice bound call cost</p>	
147.	47	10.1 DELAY IN DELIVERY OF PUSH TYPE SMS ALERTS	Voice Bound Call for OTP after 20 seconds - 5 times of per voice bound call cost	For Voice OTP: Time would be calculated from the time of receiving API request at Karix end to the Call initiation time from Karix platform. Hope this understanding correct.	Please refer to the corrigendum
148.	47	10.1 DELAY IN DELIVERY OF PUSH TYPE SMS ALERTS	Note 1. In addition to the above penalty, 100% of the cost of SMS, which has not been delivered due to any reason, will be deducted from any payment.	<p>a. It pertains to additional liability over penalty and which is too stringent, please remove this point.</p> <p>b. Please allow 10% deviation for uncontrollable factors. Messages which are not delivered to user handset due to factors which are not under control of service provider like:  (A) Delivery of SMS from Telco (GSM/CDMA) network to handset,  (B) Message retries if not delivered, e.g. phone switched off, Inbox full, Roaming, etc. In these cases the latency of the message delivery is increased. Also, no error code is received from the operator in this case,  (C) Barring all network and radio errors like - out of network area/handset switched off, memory full, inbox full, invalid numbers, etc.  (D) SMS not delivered in case of Absent Subscriber</p>	Please refer to the corrigendum

149.	48	10.2 DELAY IN IMPLEMENTATION SCHEDULE	10.2 DELAY IN IMPLEMENTATION SCHEDULE	Penalty is too high, please allow exception for uncontrollable factors which are outside the purview of Service Provider.	Please refer to the corrigendum
150.	48	10.3 FAILURE IN MAINTAINING UPTIME FOR PUSH TYPE SMS ALERT SERVICES	10.3 FAILURE IN MAINTAINING UPTIME FOR PUSH TYPE SMS ALERT SERVICES	Penalty is too high, please relax 5% from each of the line items mentioned in Uptime/Avalability column.	Please be guided as per RFP
151.	49	11. TERMINATION OF AGREEMENT	11. TERMINATION OF AGREEMENT	1) Please consider to extend the curing period to 30 days. 2) Please consider bidder shall be paid for the services already provided until termination under this clause 3) No exit route for the bidder provided, kindly allow the bidder to give notice of termination without any further obligation under few circumstances like bidder ceasing to offer service on account of any statutory requirements	Please be guided as per RFP
152.	49	11. TERMINATION OF AGREEMENT	11.2 Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days -notice period to the Vendor without bearing any consequences.	Please consider to provide 60 days notice in case of such termination for convenience.	Please be guided as per RFP
153.	49	11. TERMINATION OF AGREEMENT	11.6 The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.	Please consider to delete Set off as we should be paid for the services provided under this arrangement. Any other due to be settled seperately.	Please be guided as per RFP
154.	50	12. ONSITE TECHNICAL SUPPORT (OTS)	Post implementation onsite support After implementation the Successful bidder has to ensure the availability of resident engineer as mentioned above for contract period from the date of signoff during office hours as mentioned in scope of work at Bank's Data Center or DR	1) Scope of work also includes DR drill and Monitoring of services , hence one resource may not be sufficient. How many resources should be considered as penalty clause is also added regarding availability of resource?	In case of DR Drill, onsite resources will only be responsible for the DR Drill. Bidder as to factor the resource as per

			site or any other location as required by bank for administration, operations, management and all activities related to the solution, maintenance activities including DR Drill, issue fixing etc. on all working days of the week as well as beyond office hours or on holidays, whenever asked or needed.	2) Please elaborate on the DR Drill, as in what is expected from onsite support.	requirement of the Bank.
155.	55	28. PATENT RIGHTS	The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, <b>replicate</b> and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein <b>in perpetuity</b> .	1) Please restrict the infringement claims to the territory of India only 2) Please consider to delete the bold part in the mentioned clause.	Please be guided as per RFP
156.	57	32. LIMITATION OF LIABILITY	32. LIMITATION OF LIABILITY	Liability too high, please consider to limit the same to 12 months contract value. Also, please consider that Vendor shall not be responsible for any consequential & indirect damages and claims.	Please be guided as per RFP
157.	63	44. NON-SOLICITATION	However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.	Please make this part mutual as we would also need such safeguard .	Please be guided as per RFP
158.	67	ELIGIBILITY CRITERIA OF THE BIDDER. Point No. 4	The Bidder should have executed similar projects in : • Atleast 5(five) text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India • Atleast two Scheduled Commercial Banks/ Government Organization/ PSU in India during last 3 years (as on bid submission date). • Out of these two, at least one project should be of a scheduled commercial Bank. The solution offered should be currently running successfully	Please support us with following modifications: a. 'Summary in Annexure-XVI' to be read as 'Summary in Annexure-XV', please confirm. b. Please merge contents of Performance Certificate (Annexure-VI) and Performance Statement (Annexure-XV) and help us with revised format so that reference clients can provide required information on single letter. c. First invoice may not be possible as few	Please refer to the corrigendum

			in at least one Bank/ Government Organization/ PSU other than PNB.  <u>Documents required:</u> Performance certificate as per Annexure-VI. From Individual Customers and Summary in Annexure-XVI In addition, Bidder has to submit valid copies of invoices of SMS services rendered to customer (first Invoice and latest invoice).	deployments are quite old, please confirm if we can share valid PO/agreement copy in place of first invoice?	
159.	80	TECHNICAL SPECIFICATIONS	9. The bidder"s 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 URL.	Is it specifying URL Shortening service? or Port based Messaging service. Pls clarify	Please be guided as per RFP
160.	Page 67	ELIGIBILITY CRITERIA OF THE BIDDER : Point 4	The Bidder should have executed similar projects in : · Atleast 5(five) text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India · Atleast two Scheduled Commercial Banks/ Government Organization/ PSU in India during last 3 years (as on bid submission date). · Out of these two, at least one project should be of a scheduled commercial Bank. The solution offered should be currently running successfully in at least one Bank/ Government Organization/ PSU other than PNB.	Performance certificate & invoice required for 1 commercial bank. Please confirm on this pointer	Please refer to the corrigendum
161.	Page 68	ELIGIBILITY CRITERIA OF THE BIDDER: Point 10	Bidder should have a capability to handle at least 50 Lakhs Higher Priority alerts (OTPs or Priority 1 alerts) per day (Delivered within 5 secs) during last 6 months.	Performance certificate & invoice is required from multiple customers, right? Such that volume in a month is 15 Crore. Plz confirm on this pointer	Please refer to the corrigendum

162.	Page 68	ELIGIBILITY CRITERIA OF THE BIDDER: Point 11	Bidder should have a capability to handle at least 5 Crore Transactional/Batch SMSs in real time (Priority 2 alerts) per day (Delivered Within 10 secs) during last 6 months.	Performance certificate & invoice is required from multiple customers, right? Such that volume in a month is 150 Crore. Plz confirm on this pointer	Please refer to the corrigendum
163.	Page 44	Other Terms and Conditions	Rejected DND/Invalid/Duplicate/Undelivered SMS will not be paid	SMS may not deliver due to any reason at user end, which is beyond our control. Vendor can only ensure SMS is quickly submitted to operator for delivery.	Please be guided as per the RFP
164.	Page 45	Other Terms and Conditions	No payment will be made for SMS alerts failed/ not delivered due to any fault/ failure on the part of bidder/ telecom operator. The reasons for failures are as below:	For all these Points in this clause - SMS may not deliver due to any reason at user end, which is beyond our control. Vendor can only ensure SMS is quickly submitted to operator for delivery. Hence vendor should be paid for all such cases where failure is beyond our purview.	Please be guided as per the RFP
165.	Page 19	Point 40	Bidder should have deployed DLT platform in atleast 1 telecom operators in the country.	Vendor only needs to be integrated with DLT platform to comply with TRAI regulation. And we are connected to multiple operators DLT platform. As per TRAI, Telemarketer has to adhere to all DLT guidelines, and that we do as a TM. So we follow all Govt norms as required for the SMS regulation of TRAI. Instead of integrated, deployed written in this point. So just that change is needed in this point.	Please refer to the corrigendum
166.	Page 45	Service Agreement Level	Priority 1 - Delivery Time Per SMS	All SMS cannot be delivered within 5 seconds, due to any issue at SMS recipient's end. As a Vendor we can only assure confirmed submission of SMS to the telco within 5 Seconds. That is what vendor can control.	Please refer to the corrigendum
167.	Page 45	Service Agreement Level	Priority 2 - Delivery Time Per SMS	All SMS cannot be delivered within 10 seconds, due to any issue at SMS recipient's end. As a Vendor we can only assure confirmed submission of SMS to the telco within 10 Seconds. That is what vendor can control.	Please refer to the corrigendum
168.	Page 47	Penalty	Any SMS Alert not delivered due to any technical fault/ failure on the part of bidder/ TSP	10 times penalty is too high. Bank may not pay for all these messages. That itself is very high penalty for Vendor	Please be guided as per the RFP
169.	Page 47	Penalty	Priority 1 SMSs delivered after 5 Seconds	Vendor can assure delivery to telco under 5 seconds	Please refer to the corrigendum

170.	Page 47	Penalty	Priority 2 SMSs delivered after 10 Seconds	Vendor can assure delivery to telco under 10 seconds	Please refer to the corrigendum
171.	Page 47	Penalty	In addition to the above penalty, 100% of the cost of SMS, which has not been delivered due to any reason, will be deducted from any payment.	SMS not delivered due to vendor may not be paid.	Please be guided as per the RFP
172.	Page 83	Technical Specification- 34	DND compliance will be the responsibility of the Bidder/Service provider. Bank will not enter into any contract with any telecom carrier or service provider. The bidder shall be the single point of contact for the Bank.	Netcore shall assist in handling DND compliance concern. However, Bank needs to ensure to facilitate required details along with supported documents asked for the same	Please be guided as per the RFP
173.	Page 23	Whatsapp	Should pass the benefit to the Bank in case of any downwards revision of charges by WhatsApp during the contract period	Should be both ways even when prices are increased	Please be guided as per RFP
174.	Page 80	Point 8	The API should support encryption - Decryption for the entire API supporting AES / RSA Algorithm	We support only 3DES algorithm	Please be guided as per RFP
175.	page 80	Point 15	The bidder should have the facility of online filtering of the DND numbers on real time basis.	DND filtering is managed by operators	Please be guided as per RFP
176.	Page 82	Point 28	The solution should provide generating customized report in EXCEL/PDF/HTML/TXT	We support report in EXCEL and CSV format only	Please be guided as per RFP
177.	Page 84	Point 39	Should be able to integrate with social networking sites like twitter , Facebook, instagram and whatsapp.	Need more clarity on this requirement.	Please be guided as per RFP
178.	Page 39	Point 30 (10)	Confidentiality	Confidentiality should survive for 2 years maximum since Netcore purges all client data and does not retain them, so a perpetual obligation should not be accepted.	Please be guided as per RFP
179.	Page 40	Point 31	Force Majeure	Termination for Force Majeure should be a joint decision and not reserved by PNB only. Further, termination should be allowed only when Netcore is unable to provide or make available the services during a force majeure event; but where during a force majeure event, Netcore continues to make the services available but PNB is not paying, then in such a situation termination cannot be accepted and	Please be guided as per RFP

				Netcore will have the right to suspend the service and proceed against PNB for breach of contract.	
180.	Page 42	Page 42 onwards	Annexure 1	The payment terms the parties agree on the following should form part of it: 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 PNB before implementing the SMS price change.	Please be guided as per RFP
181.	Page 49	11.2		<p>PNB is retaining right to exit without cause by giving 30 days' notice. Netcore to note.</p> <p>The following termination events should be part of point 11:</p> <p>1) Netcore may terminate this Agreement, if PNB 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.</p> <p>2) Netcore shall have the right to forthwith terminate this Agreement under certain circumstances, and shall include:</p> <p>a) any acts or omissions on the part of PNB, which shall adversely impact the quality of Services, Intellectual Property Rights and Confidential Information of Netcore.</p> <p>b) any acts or omissions on the part of PNB, which are unethical, fraudulent or unlawful.</p>	Please be guided as per RFP



				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 PNB 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. The termination of the SMS services will not affect or impact the other Services, which will continue “as is”.	
182.	Page 53	Point 18	Visitorial rights	Any visit or inspection should be with at least 10 days’ notice to Netcore.	Please be guided as per RFP
183.	Page 54	Point 22	Indemnity	<p>First, Netcore should push back on indemnity since PNB is taking a PBG and then to additionally seek for Indemnity will be a lot of monetary pressure on Netcore. Second, if they insist on retaining it, Netcore’s total liability under this 3-year contract should be limited to 12 months fees. Third, PNB should indemnify Netcore as follows since they are using regulated services:</p> <p>PNB (“Indemnifying Party”) shall indemnify and hold harmless Netcore, its affiliates, and respective directors, officers, employees, agents, and representatives (“Indemnified Party”) from and against any and all costs, losses, claims, damages and liabilities, including reasonable attorneys’ fees, incurred by the Indemnified Party, arising out of the fraud, gross negligence, or wilful misconduct of, or breach of its obligations and representations and warranties under this Agreement; or breach of third party intellectual property rights, or breach of law, by</p>	Please be guided as per RFP

				the Indemnifying Party, its affiliates, or any of their respective directors, officers, employees, agents, or representatives.	
184.	Page 55	Point 26	Governing law and disputes	if the dispute is relating to non-payment of fees by PNB, or breach by PNB of its DLT obligations, confidentiality and/or IP breach, then Netcore will not continue providing the services, while the dispute is under arbitration	Please be guided as per RFP
185.	Page 56	Point 29	Assignment	this clause needs to apply to both parties. Neither party can assign their rights and obligations without the consent of the other party. This is important since SMS is a regulated service and the enterprise using the service needs to be DLT registered.	Please be guided as per RFP
186.	Pageo 57	Point 32	Limitation of Liability	<p>this clause cannot be accepted, Netcore's total liability of 12 months fees needs to be an all-inclusive and cannot have these exceptions listed in this point 32.</p> <p>Further, Netcore will not be liable for any breach or loss under the following circumstances:</p> <p>1) Netcore cannot guarantee that the Services will never 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) PNB 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,</p>	Please be guided as per RFP

				<p>Netcore is not liable for the acts or omissions of the External Service Providers, including, without limitation, the suspension or termination of PNB'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) Without prejudice to any other provisions of this Agreement, neither Party shall be liable to the other Party for any indirect or consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings arising under the Agreement.</p> <p>5) 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 PNB; (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>	
187.	Pageo 57	Point 33	IPR	<p>This point should include the following clauses:</p> <p>(1) The Software Solution along with its variations, modifications, customizations (including their inherent intellectual property rights) provided to PNB for the purpose of providing the Services will at all times be the property of the Bidder and PNB 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 PNB for the use of sending messages, the use of which shall immediately cease upon expiry or termination of the Contract.</p>	Please be guided as per RFP

				<p>(2) PNB will not in any manner try and make any alterations and changes to the Software Solution or introduce any virus, malware, trojan horse, etc.</p> <p>(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.</p> <p>(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 PNB through a software panel, to enable it to send SMSs.</p>	
188.	Page 61	Point 36	Dispute Resolution/ Arbitration	<p>This clause is contradicting point 26 at page 55 (This needs to be highlighted to PNB- you cannot have 2 clauses for the same subject matter)- sole arbitrator cannot be appointed by PNB alone, it will be prejudicial to the interest of Netcore. Sole arbitrator to be appointed by the court, to be a fair process. if the dispute is relating to non-payment of fees by PNB, or breach by PNB of its DLT obligations, confidentiality and/or IP breach, then Netcore will not continue providing the services, while the dispute is under arbitration.</p>	Please refer to the Corrigendum
189.	Page 63	Point 44	Non-solicitation	<p>This clause needs to apply to both parties and more importantly the exception carved out for PNB in the last para.</p>	Please be guided as per RFP
190.			THE CONTRACT/SLA SHOULD ALSO INCLUDE	<p>THE CONTRACT/SLA SHOULD ALSO INCLUDE THE FOLLOWING TERMS:</p> <p>Obligations of PNB</p> <p>a. PNB will register itself on the Distributed Ledger Technology (DLT) platform created by telecom operators for enabling them to send SMSs to</p>	Please be guided as per RFP

				<p>intended recipients, in accordance with the TRAI Telecom Commercial Communications Customer Preference Regulations 2018 (“TCCCP Regulations”). As part of the registration process, PNB 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). PNB 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. PNB further agrees and acknowledges that it will register on the DLT platform for each sender ID that it may propose to procure and use for its business requirements under this Agreement. PNB will be liable to pay all penalties that may be imposed by TRAI or the telecom operators, due to any act of the PNB 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 shall be solely borne by PNB. Further, PNB 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. PNB 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>	
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				<p>d. PNB shall at all times be responsible for creation of the content/creatives of the SMSs it proposes to send under this Agreement (“Content”). PNB will at all times be liable for the consequences arising from the Content.</p> <p>e. PNB 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> <p>f. PNB 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 PNB or its authorised users.</p> <p>g. PNB shall be solely responsible for the acts and omissions of its authorised users, who is given access by PNB to the Software Solution. Netcore shall not be liable for any loss of data or functionality caused directly or indirectly by the authorised users.</p> <p>h. If PNB 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</p>	
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				<p>responsible for the same. PNB will be held responsible for any security breach to Netcore's software and panel, due to any third-party technology that PNB may integrate.</p> <p>i. PNB shall ensure that its collection, access, use and disclosure of End-User information complies with the applicable law(s). PNB shall at all times perform its obligations and make PNB services and the Content 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>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  (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  (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 PNB of any suspension of the Services affected under this Agreement, providing PNB 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>Personal data</p>	
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				<p>(a) PNB 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) PNB declares and confirms that it is an administrator of personal data provided to Netcore under this Agreement and Netcore shall process personal data based on the PNB's authorization provided and in scope described in this Agreement. In particular the PNB 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.</p> <p>(c) Netcore hereby declares that it shall fulfil all legal obligations connected with processing of personal data obtained from PNB under this Agreement.</p>	
191.	19	Bidder's Responsibilities & infrastructure Requirement , Point-40	Bidder should have deployed DLT platform in atleast 1 telecom operators in the country	Please remove this clause as it will allow only few partners to participate.	Please refer to the corrigendum
192.	27	BID EARNEST MONEY, Point- 10	Bidder has to submit the Bid Earnest Money (EMD) of Rs. 9.50 Crores (Rupees Nine Crores and Fifty Lakhs only)	Request you to reduce EMD amount to 50Lakh	Please be guided as per RFP
193.	68	Eligibility Criteria of the Bidder , Point no-11	Bidder should have a capability to handle at least 5 Crore Transactional/Batch SMSs in real time (Priority 2 alerts) per day (Delivered Within 10 secs) during last 6 months.	There should be relaxation in the volume for Transactional /Batch SMS . It should be 2 cr	Please be guided as per RFP
194.	13	4.Scope of Work	The bidder should have capabilities to handle multiple SMSs like: 1. To handle Multilingual SMSs. (in Indian	What is meant by Region wise sms, Will bank upload the Region wise file, or send the region was langugae in API	Please refer to the corrigendum



			Languages) 2. To send Region wise SMSs 3. The services provided by the Service Provider should be Handset and Telco agnostic for multilingual services		
195.	16	Bidder's Responsibilities & infrastructure Requirement: no 14	Sender Id masking / replacing should be available. The message should be delivered to correct mobile Number.	We need more detail like use case or example.	Please be guided as per RFP
196.	17	Bidder's Responsibilities & infrastructure Requirement: No 21	The proposed solution should have capability of web layering for integrating with external system as per requirement of the Bank.	What is meant by Web layering	Please be guided as per RFP
197.	18	Bidder's Responsibilities & infrastructure Requirement: No 33	Promotional Message should include RCS based messages also.	Need more details	Please refer to the corrigendum
198.	18	Bidder's Responsibilities & infrastructure Requirement: No 34	Bidder should be capable of integrating, generating and sending RCS messages and it's delivery report.	Need more details regarding Generating RCS message	Please refer to the corrigendum
199.	19	Bidder's Responsibilities & infrastructure Requirement: No 42	Bidder should have the facility to enable customers to instantly respond by "Reply" to the SMS and the customers should not be required to search for a web page or an e-mail address to notify the objection, if any	This is required for Push sms or Pull sms.	Please refer to the corrigendum
200.	50	Requirement no 12	ONSITE TECHNICAL SUPPORT (OTS)	Is it mandatory to have the online technical support deployed in Bank premises.. can the Support been given from Bidders office?	Please be guided as per RFP
201.	52	16. Cancellation of Purchase Order	After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons – a. Non-submission of acceptance of order within	The Bidder proposes early termination charges in the event event termination for convenience	Please be guided as per RFP

			<p>15 working days of placement of Purchase Order.</p> <p>b. Non-submission of performance Bank guarantee within stipulated time as specified in the RFP.</p> <p>c. Non-signing of contract within the time specified by Bank.</p> <p>d. Non-submission of any report/ undertaking/ document/ compliance which was due within one month from the date of Purchase Order.</p>		
202.	53	18. Visitorial Rights	<p>The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.</p>	<p>The Bidder suggests modification to this clause, only regulatory authorities may visit the Bidder's premises, the Bank and its authorised representatives shall not be allowed to visit Bidder's premises without 30 days advance notice and not more than once in calendar year.</p>	<p>Please be guided as per RFP</p>
203.	53	21. Delay in the Successful Bidder's Performance	<p>Delivery of the goods and performance of the Services shall be made by the successful bidder in accordance with the time schedule specified by purchaser/PNB. Any delay in performing the obligation by the Successful Bidder/ Vendor will result in imposition of liquidated damages and/or termination of contract for default including liquidation of PBG</p>	<p>We propose to amend clause to include additional 30 days' time period must be provided prior to levy of penalties and penalties must be sole and exclusive remedy wrt Bidder's failure to provide services in question by the due date. Further, both parties agree to mutually discuss penalties applicable to this deal and penalties must be capped to 2% of annual contract value. Also, penalties shall only apply in cases where failure is solely attributable to Bidder and at no fault of Bank or other third party or occurrence of Force Majeure event.</p>	<p>Please be guided as per RFP</p>
204.	54	22. Indemnity	<p>The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation</p>	<p>"We request the Bank that for any direct losses, claims, liabilities suffered by the Bank arising as a result of Bidder's failure to perform its services obligations during the contractual term will be limited to and be compensated by the bidder through payment of LD and penalty agreed to be paid by Bidder as per its response/proposal to the RFP.</p>	<p>Please be guided as per RFP</p>

			<p>under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/ deployed/services utilized by the bidder or bidders in connection with the performance/ discharge of any system/ obligations covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation, etc., thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Successful bidder (successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.</p>	<p>The Bidder shall not be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of data, loss of profits or revenues arising under or in connection with this RFP/agreement even if such party has been advised in advance of their possibility. Further the overall liability of the Bidder, in respect of the liabilities or damages not excluded by the foregoing provision, shall not exceed (including breach of warranty, negligence), in all cases cumulatively will not exceed in the aggregate an amount equal to the total service charges paid to the Bidder during the 12 months immediately preceding the event that gave rise to the damages/claim and under the order under which the liability has arisen.</p> <p>We request the Bank that the Bidder shall not be obligated to defend or otherwise be liable for (A) any modification of the Services not made by Bidder, (B) any use of the Services not in accordance with the Agreement or Bidder's written documentation, (C) use or combination of the Services in combination with products, equipment, software, or data not owned by Bidder; or (iii) for any compromise or settlement made by Bank without Bank's consent in writing.</p> <p>However, Bidder can indemnify the Bank as under: Bidder shall indemnify and defend Bank from any claims by third parties including legal fees and court costs arising from (a) damage to tangible property, personal injury or death caused by Bidder negligence (b) breach of applicable laws by Bidder."</p>	
205.	55	28. PATENTS RIGHTS	<p>The Successful Bidder/ Vendor/supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial</p>	<p>Please replace the current clause with the following clause". In the event of a third party claim of intellectual property infringement, Bidder may, at its sole option, (i) obtain for Bank the right to continue</p>	<p>Please be guided as per RFP</p>

			<p>design rights arising from use of the Goods, or any part thereof in India.</p> <p>§ The Successful Bidder/ Vendor shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.</p> <p>§ The Successful Bidder/ Vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder/ Vendor shall be fully responsible including all expenses and court and legal fees.</p> <p>§ The Bank will give notice to the Successful Bidder/ Vendor of any such claim without delay, provide reasonable assistance to the Successful Bidder/ Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. The Successful Bidder/ Vendor shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the Successful Bidder/ Vendor, including-all inventions, designs and marks embodied therein in perpetuity.</p>	<p>using the Services, (ii) modify the services so that the services are non-infringing, (iii) replace the services with a functionally equivalent, non-infringing service, or (iv) if the alternatives in Section (i)-(iii) are not available, Bidder may so notify Bank and terminate such infringing Services without penalty to either Party. Notwithstanding anything in this Agreement to the contrary, this Section is Bank's sole and exclusive remedy for any intellectual property infringement claims."</p>	
206.	57	32. Limitation of Liability	<p>Successful Bidder's/ Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by Bank to the Vendor that gives rise to claim, under this Agreement. In the following</p>	<p>We propose the following clause to replace the current clause "NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS,</p>	<p>Please be guided as per RFP</p>

			<p>circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank:-</p> <p>a) Liability of Vendor for third party claims for IP Infringement;</p> <p>b) Liability of Vendor (including third party claims) in case of bodily injury (including Death);</p> <p>c) Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence;</p> <p>d) Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement;</p> <p>e) Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;</p> <p>f) Breach of the confidentiality;</p> <p>g) Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank;</p> <p>h) Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.</p> <p>i) Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.</p>	<p>LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE BANK PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY. "</p>	
207.	93	39. Non Disclosure	<p>By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful</p>	<p>The Bidde proposes to make this clause mutual</p>	<p>Please be guided as per RFP</p>

		<p>bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a NonDisclosure Agreement to maintain the secrecy of Bank's data as per following: -</p> <p>RFP FOR PROCUREMENT &amp; MANAGEMENT OF CYBER SECURITY COMPONENT</p> <p>Page 94 of 181</p> <p>a. That the successful bidder/vendor will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.</p> <p>b. That the successful bidder/vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder/vendor will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.</p> <p>c. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any</p>		
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			<p>portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.</p> <p>d. That the successful bidder will strictly maintain the secrecy of Bank's data. The Bank shall provide access to its premises to the authorized personnel of the vendor to carry out the work related to installation etc. which is required to perform its obligation to bank. In accessing Bank's premises, the vendor shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the agreement</p>		
208.	57	33. IPR		Tata Communications shall only provide license to use of the materials provided to the Bank under this RFP and no ownership rights shall be transferred to the Bank, in any case, whatsoever.	Please be guided as per RFP
209.	58	34. Indemnification	<p>VENDOR assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, expenses incurred and costs which are or may be required to be paid by reasons of any breach of the VENDOR's obligations under this Agreement or otherwise for which the VENDOR has assumed responsibilities including those</p>	<p>"We request the Bank that for any direct losses, claims, liabilities suffered by the Bank arising as a result of Bidder's failure to perform its services obligations during the contractual term will be limited to and be compensated by the bidder through payment of LD and penalty agreed to be paid by Bidder as per its response/proposal to the RFP.</p> <p>The Bidder shall not be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or</p>	Please be guided as per RFP

			<p>imposed under any Agreement, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised by the VENDOR in connection with the performance/discharge of its obligations under this Agreement. The VENDOR shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of this Agreement and to protect the Bank during the tenure of the Agreement. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the VENDOR shall be liable for settling with such third party and paying such license fee, royalty and/ or compensation etc. thereon as may become payable. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the VENDOR under this Agreement or uses thereof, the VENDOR agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the VENDOR's cost against such third party's claim and / or actions and against any rlaw suits of any kind initiated against the Bank. Vendor further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank</p>	<p>consequential damages, including, without limitation, loss of data, loss of profits or revenues arising under or in connection with this RFP/agreement even if such party has been advised in advance of their possibility. Further the overall liability of the Bidder, in respect of the liabilities or damages not excluded by the foregoing provision, shall not exceed (including breach of warranty, negligence), in all cases cumulatively will not exceed in the aggregate an amount equal to the total service charges paid to the Bidder during the 12 months immediately preceding the event that gave rise to the damages/claim and under the order under which the liability has arisen.</p> <p>We request the Bank that the Bidder shall not be obligated to defend or otherwise be liable for (A) any modification of the Services not made by Bidder, (B) any use of the Services not in accordance with the Agreement or Bidder's written documentation, (C) use or combination of the Services in combination with products, equipment, software, or data not owned by Bidder; or (iii) for any compromise or settlement made by Bank without Bank's consent in writing.</p> <p>However, Bidder can indemnify the Bank as under: Bidder shall indemnify and defend Bank from any claims by third parties including legal fees and court costs arising from (a) damage to tangible property, personal injury or death caused by Bidder negligence (b) breach of applicable laws by Bidder."</p>	
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			<p>infringes any Intellectual property Rights of that third party. Subject to the other conditions of this section, Vendor shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Vendor in writing of the Claim immediately on becoming aware of it. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:obtain for the Bank the right to continue to use the Licensed Material;replace or modify the Licensed Material so that it becomes non-infringing;if none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis, The terms of this clause shall survive the termination of this Agreement.</p>		
210.	Page 67 of 111	ANNEXURE-III, ELIGIBILITY CRITERIA OF THE BIDDER	SI. No. 4 , SUPPORTING DOCUMENTS TO BE SUBMITTED	<p>Since obtaining a 'Performance Certificate' is a time consuming process, involving both the user and purchase department of client and may take a longer time to obtain, in lieu of Performance certificate as per Annexure-VI, kindly allow Auditor's Certificate to be submitted for verification of quantities of SMSes delivered and amount invoiced.</p>	Please refer to the corrigendum

211.	Page 12 & 13 of 111	4. SCOPE OF WORK	.... in case Bank would like to go for leased line connectivity in future then the service provider should have the capability to provide leased line connectivity between Bank's DC/DR and service provider's DC/DR. Service provider will facilitate arrangement accordingly at their premises without any additional cost to the Bank.	Please let us know who shall bear the connectivity charges.	Connectivity charges will be borne by the bidder.
212.	Page 12 & 13 of 111	4. SCOPE OF WORK	Existing Volume & Delivery timeline:  2. The bidder should have capabilities to handle multiple SMSs like:  2. To send Region wise SMSs	Please elaborate what is expected from SMS aggregator for meeting clause no. 2 "To send Region wise SMSs"  Our platfor supports regional Indian languages for sendint SMSes.	Please refer to the corrigendum
213.	Page 12 & 13 of 111	4. SCOPE OF WORK	3. Voice bound call will be in following categories:	We understand that Voice Bound Call implies Outbound Calls to handset of bank's customer. Please inform the languages of calling and who shall arrange the scripts to be played.	Please refer to the corrigendum
214.	Page 14 of 111	4. SCOPE OF WORK	4. The Pull SMSs will be in following categories:  .....Bank will like to continue with the same short code for SMS alerts in future but incase if we are unable to continue with it, the selected service provider must provide easy to remember short code for the use of Punjab National Bank, which can be used for providing PULL SMS service to its customers both in India and abroad, without any extra cost to the Bank.....	Please provide a provision in Annexure-XI-Part-II, for bidder to quote the rental charges for Short & Long Codes.	Please be guided as per the RFP
215.	Page 14 of 111	4. SCOPE OF WORK	Bidder's Responsibilities & infrastructure Requirement:  1. Bidder should provide redundant connectivity between Bank's DC/DR/any other location and its own infrastructure(DC/DR/Other location) through leased lines, at no additional cost to the Bank.	Bidder shall arrange connetivity between Bidder's own DC & DR.  Kindly note that redundant connectivity between Bank's DC/DR/any other location is to be arranged by Bank.	Please be guided as per the RFP
216.	Page 21 of 111	4. SCOPE OF WORK	Bidder has to integrate with the existing WhatsApp Business account of Punjab National Bank	We shall, in the event of an order being placed on us, shall carry out the integration with Bank's Whatsapp Business account, as per the	Understanding is ok

		WhatsApp Banking	Verify if the WhatsApp number user is registered with Bank or not. If it's a registered number (existing Bank customer), a personalized message along with name as per Bank's CBS shall be sent to customer and if not registered, message with limited services for perspective customers shall be visible.	Facebook/Meta/Whatsapp policy. However kindly note that the feasibility of the following features needs further discussion with FB/Meta/Whatsapp  verify if the WhatsApp number user is registered with Bank or not. If it's a registered number (existing Bank customer), a personalized message along with name as per Bank's CBS shall be sent to customer and if not registered, message with limited services for perspective customers shall be visible.	
217.	Page 45 of 111	9. SERVICE LEVEL AGREEMENT (SLA)	Priority 1 - Higher Priority alerts (OTP) - Within 5 seconds Priority 2 - Transactional/Batch SMSs in real time - Within 10 seconds Priority 3 - Promotional SMSs/ RCS - Within 1 hour	We request to consider the following SLA time, which is also inline with the SLA time followed by other major PSBs. Priority 1 - Higher Priority alerts (OTP) - Within 15 seconds Priority 2 - Transactional/Batch SMSs in real time - Within 5 minutes Promotional SMSs/ RCS - Within 1 hour	Please refer to the corrigendum
218.	Page 67 of 111	ANNEXURE-III, ELIGIBILITY CRITERIA OF THE BIDDER	ANNEXURE-III, ELIGIBILITY CRITERIA OF THE BIDDER  The bidder should have a minimum turnover of INR 50 Crore per annum and positive net worth for the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22, from their Indian operations. Turnover must be individual Company's turnover and not that of any group of companies.	Kindly consider the following and amend suitably - Average Annual Turnover of the bidder during last three (03) financial years i.e. FY 2017-18 to FY 2019-20 or FY2018-19 to FY 2020-21 (as per the last published audited balance sheets), should be at least Rs. 50 Crores.	Please refer to the corrigendum
219.	Page 67 of 111	ANNEXURE-III, ELIGIBILITY CRITERIA OF THE BIDDER	SI. No. 4 , SUPPORTING DOCUMENTS TO BE SUBMITTED	Since obtaining a 'Performance Certificate' is a time consuming process, involving both the user and purchase department of client and may take a longer time to obtain, in lieu of Performance certificate as per Annexure-VI, kindly allow Auditor's Certificate to be submitted for verification of quantities of SMSes delivered and amount invoiced.	Please refer to the corrigendum
220.		Annexure III , Eligibility Criteria of the Bidder	The Bidder should have executed similar date of Bid Submission date of RFP. projects in : · Out of these two, at least one project should be of a scheduled commercial Bank. The	Requesting you to please make this clause as : Out of these two, at least one project should be of a scheduled commercial Bank/Government Organization/PSU. The solution offered should be	Please be guided as per the RFP

			solution offered should be currently running successfully in at least one Bank/Government Organization/PSU other than PNB.	currently running successfully in at least one Bank/Government Organization/PSU other than PNB.	
221.	2	Annexure III , Eligibility Criteria of the Bidder	The bidder should have a minimum turnover of INR 50 Crore per annum and positive net worth for the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22, from their Indian operations. Turnover must be individual Company's turnover and not that of any group of companies.	Requesting you to please make this clause as : The bidder should have a average turnover of INR 25 Crore and positive net worth for the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22, from their Indian operations. Turnover must be individual Company's turnover and not that of any group of companies.	Please refer to the corrigendum