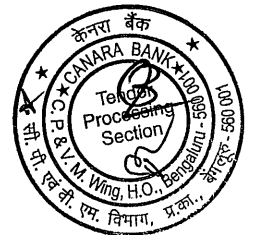
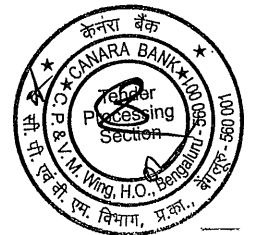


Replies to the pre bid queries for the GeM bid ref no: GEM/2024/B/4799912 dated 20/03/2024 for Selection of Vendor for providing Bulk Email Solution on OPEX model for the period of 5 years in Canara Bank.

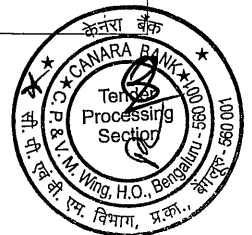
Sl. No.	Page No.	Section/ Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank Response
1	66	Annexure-8 Scope of Work	A. Broad Scope of work	3. Day-1 requirement will be approximately 1.2 Crore mails per day.	We will deploy who can handle the same load. However, we can't send 1.2Cr emails on day one as we need build the domain/IP reputation so that public ISP can accept the same amount of emails without throttling. If we are sending transaction emails then we would be able to deliver the same amount of emails within a week time. Its not limitation from our end. Its the restriction from ISP end. Please refer (https://support.google.com/a/answer/81126?hl=en#requirements=5k Increase sending volume slowly)	Bidder to comply with RFP terms and conditions
2	66	Annexure-8 Scope of Work	A. Broad Scope of work	14. Recovery point objective (RPO) of 15 minutes and (Recovery time objective) RTO of 120 minutes should be maintained.	Need Clarity over here	The clause is self explanatory. Bidder to comply with RFP terms and conditions
3	68	Annexure-8 Scope of Work	B. Bulk mailing solution	10. The bidder should provide delivery assurance of the emails within a period of 1 minute for transactional emails/email alerts/OTP mails from the mail being triggered from the Bank's application servers.	Applicable to the valid email address, 1. the sender reputation, 2. ISP acceptance rate. While we would be delivering through MSP like Gmail, Yahoo and other mail servers, as many factors like . the sender reputation, 2. ISP acceptance rate to recipient	Bidder to comply with RFP terms and conditions
4	68	Annexure-8 Scope of Work	B. Bulk mailing solution	11. The bidder should provide delivery assurance of the emails within a period of 24 hours for promotional emails from the receipt of go-ahead from the Bank.	Applicable to the valid email address, 1. the sender reputation, 2. ISP acceptance rate. While we would be delivering through MSP like Gmail, Yahoo and other mail servers, as many factors like . the sender reputation, 2. ISP acceptance rate to recipient	Bidder to comply with RFP terms and conditions
5	68	Annexure-8 Scope of Work	B. Bulk mailing solution	19.The solution should offer inbuilt anti-spam/anti malware functionality to identify zero-day threats in the email gateway, if opted by the Bank.	The Feature require is for Inbound Email or Outbound Email?	The feature require is for Outbound Emails
6	66	Annexure-8 Scope of Work	A. Broad Scope of work	3. Day-1 requirement will be approximately 1.2 Crore mails per day.	Does bank expecting to send bulk all Emails through hybrid Set up only?	Hybrid and direct cloud solution access. Sizing estimation of 1.8.Crore mails per day is for Hybrid setup only. As per RFP terms there should not be any limit for the number of mails sent directly through Cloud setup.
7	66	Annexure-8 Scope of Work	A. Broad Scope of work	3. Day-1 requirement will be approximately 1.2 Crore mails per day.	Does bank expecting to send bulk promotional emails via Cloud ? If yes then what would be the breakup of promo via cloud & trans via hybrid setup ? Also what are the compliance for Cloud Set up	Promotional emails may be sent directly over cloud console. Number of promotional and transactional mails may vary as per business requirement.Compliance requirements for cloud set up as per RFP terms.



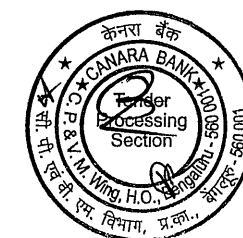
8	81	Annexure 10		Technical Evaluation Criteria	While the ask in RFP is for Hybrid Solution [In hybrid arch. application server and email generation will be on-premises and only delivery will be cloud based. With the same arch. All the data store locally in bank premises and only the final email delivery will happened through cloud. Here we have MZ and DMZ in bank premises which enhances the security and internal bank application connectivity. And we can leverage cloud for email delivery and scale. Here cloud role is limited to only email delivery through Indian Geo location based IPs. (Specifically designed for transaction / triggered emails due to sensitivity of the mailers)], the Marking crieteria is on Bulk Mailing solution and not on proposed solution/s as mentioned in the RFP Bulk email solution in is standard terms used for promotional email only.While it is normal to maintain the solution over cloud ecosystem, it equally complex and technical to maintain the similar cloud setup onsite on bank DC and DR and support for 5 years, as there are changes, upgrades and regulatory asks which has to be taken care by the solution provider in fast and dynamic manner. As solution provider has to maintain not only the email solution but also complance to the ecosyestem, patches and development. So to check the technical credibility, scoring for Hybrid solution is much more needed to rightly score the all the solution bidder as well like Bulk Mailing Solution. We would request to provide the technical scoringfor Hybrid Set up as well like Bank has asked for Bulk Emailing solutions that is customer refrence and PO to check the expertise and implementation and maintenance in Highly regulated Banking segment.	Bidder to refer Corrigendum-1
9	81	Annexure 10	Technical Evaluation Criteria	2.The Bidder should have experience in providing Bulk mail in any Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the financial years (2020-21, 2021-22, 2022-23 & 2023-24).	Request Bank to consider the PO and Agreement for Client refrence as it is difficult and take time from Govt departmnet as file process is there. Also from Corporate client, please allow the staisfatcory letter on mail as they do not have habit of sending Letter for satisfactory	Bidder to comply with RFP terms and conditions
10	33	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	1. Project Ownership	1. Project Ownership	There is no fixed tenure given for the contract. Either Partner should keep auto-renewal as per standard practice or a fixed term contract for like 2 or 3 years.	No Query Bidder to comply with RFP terms and conditions
11	110	Appendix-G DRAFT CONTRACT AGREEMENT	10.2 ORDER CANCELLATION/T ERMINATION OF CONTRACT		Bank wants to keep right to terminate for convenience any time with 30 days' notice. we to confirm if this is okay	Bidder to comply with RFP terms and conditions
12	111	Appendix-G DRAFT CONTRACT AGREEMENT	10.2 ORDER CANCELLATION/T ERMINATION OF CONTRACT		Where the dispute is related to non-payment of service fees, then we will continue the services during the dispute and/or arbitration period, when the services will be suspended.	Bidder to comply with RFP terms and conditions
13	110	Appendix-G DRAFT CONTRACT AGREEMENT	10.Execution of Agreement	10.Execution of Agreement	Clause 10 should also give us the right to terminate for breach by the Bank and it should read as follows: we may terminate the Contract, if the Bank is in breach of its obligations or representations and warranties, or the terms of the Contract, which is not curable, and where such breach can be cured, has not been cured within thirty (30) days of written notice specifying such breach.	Bidder to comply with RFP terms and conditions



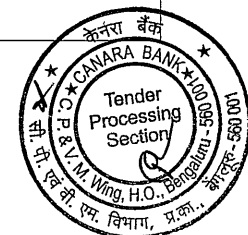
14	115	Appendix-G DRAFT CONTRACT AGREEMENT	13. Confidentiality and Non-Disclosure	13. Confidentiality and Non-Disclosure	<p>This clause should also include the following clauses:</p> <p>13.5 Each Party acknowledges that any intellectual property rights used or adopted by a Party in the conduct of its business is the sole property of the respective owners.</p> <p>13.6 The software solution along with its variations, modifications, customizations (including their inherent intellectual property rights) provided to the Bank for the purpose of providing the Services will at all times be the property of Ours, and the Bank is not entitled to at any time to claim ownership of the same. Further, the software solution provided is only for the purpose of the Services to be provided and is a limited, non-exclusive, non-transferable, royalty free, license given to the Bank for the use of sending messages, the use of which shall immediately cease upon expiry or termination of this Agreement.</p> <p>13.7 The Bank will not in any manner try and make any alterations, changes, modifications or reverse engineer Ours's software solution.</p> <p>13.8 During the Term, each Party shall have the right to include the other Party's trademarks or logos, etc. in its advertising or promotional literature free of charge, after obtaining prior written consent of the other Party. However, this does not in any manner create a licensed right on the intellectual property of the other Party, under this Agreement, or otherwise.</p> <p>13.9 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>13.10 "Intellectual Property Rights" shall mean to include patents, trademarks, trade names, design rights, copyright (including rights in computer software, source code, and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.</p>	Bidder to comply with RFP terms and conditions
15	111	Appendix-G DRAFT CONTRACT AGREEMENT	11. Exit Management Plan:	11. Exit Management Plan:	Indemnification needs to be mutual, since both parties have obligations, which if breached can have a material adverse effect on the other party.	Bidder to comply with RFP terms and conditions
16	111	Appendix-G DRAFT CONTRACT AGREEMENT	11. Exit Management Plan:	11. Exit Management Plan:	Indemnification cannot survive in perpetuity, it has to be 3 years, as per the law of limitation.	Bidder to comply with RFP terms and conditions
17	111	Appendix-G DRAFT CONTRACT AGREEMENT	11. Exit Management Plan:	11. Exit Management Plan:	<p>Liabilities under the contract need to be limited. Clauses 14.6 to be replaced with the following:</p> <p>"14.6 Limitation to liabilities:</p> <p>14.6.1 Ours's total liability shall not exceed three (3) months fees (excluding consumable charges, i.e. Email charges) immediately preceding the action giving rise to the liability, up to INR 500,000.</p> <p>14.6.2 Except as expressly stated in this Contract, all representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise), including without limitation any warranties as to merchantability, quality (including any warranties as to latency and throughput) and fitness for a particular purpose or use, are hereby excluded to the fullest extent permitted by law, save in the case of fraud.</p> <p>14.6.3 The Bank acknowledges that the Services are provided on an "as is" basis. Ours is not responsible in any way for any systems or networks, which it does not operate, such as the networks and systems of the Bank and/or their internet providers; accordingly, Ours is not liable for the acts or omissions of other systems and providers (including, without limitation, the suspension or termination of Bank's connections and/or contracts with any operator/provider) or for faults in or failures of their apparatus or network, nor in general for any other technical reason attributable to the Bank's network/system or that of their internet providers.</p> <p>14.6.4 Ours shall not be held in breach of its obligations under this Contract if an Email is not sent due to (a) incorrect Content provided by the Bank; (b) the End User's does not have internet connectivity to receive emails, (c) the email inbox is full and messages are not reaching, (d) email id provided is incorrect, or (e) email id has been deactivated/ discontinued."</p>	Bidder to comply with RFP terms and conditions



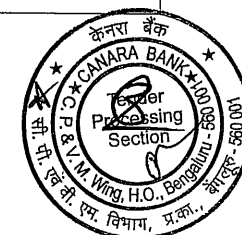
18	115	Appendix-G DRAFT CONTRACT AGREEMENT	17. Corrupt and Fraudulent Practices:	17. Corrupt and Fraudulent Practices:	Confidentiality obligation can survive only for 1 year and not in perpetuity as suggested in this clause, since we purges data at regular intervals and does not retain Bank information permanently. Further, since the Bank is retaining audit rights and this contract is pursuant to a RFP bidding process, the confidentiality obligation should also apply to the Bank for all the confidential and proprietary information and data of us it may collect during an audit/ inspection/ bid submission process.	Bidder to comply with RFP terms and conditions
19	115	Appendix-G DRAFT CONTRACT AGREEMENT	17. Corrupt and Fraudulent Practices:	17. Corrupt and Fraudulent Practices:	Definition of Force majeure to include pandemic	Bidder to comply with RFP terms and conditions.
20	117	Appendix-G DRAFT CONTRACT AGREEMENT	23. Protection of Data	23. Protection of Data	This should apply to both parties. Further, this clause cannot survive for more than 1 year from the date of expiry or termination of the Contract. Further, it should also have exclusions where an employee responds to a job advertisement or has been introduced through a recruitment agency.	Bidder to comply with RFP terms and conditions
21	119	Appendix-G DRAFT CONTRACT AGREEMENT	24. Conflict of Interest:	24. Conflict of Interest:	Place of arbitration to be Mumbai.	Bidder to comply with RFP terms and conditions
22	120	Appendix-G DRAFT CONTRACT AGREEMENT	30. General Conditions to Contract:	30. General Conditions to Contract:	Jurisdiction to be Mumbai	Bidder to comply with RFP terms and conditions
23	General Query			Additional clauses to be added to the Contract	<p>Obligations of the Bank</p> <p>1) Bank shall at all times be responsible for creation of the content/creatives of the emails it proposes to send under this Contract ("Content"). Bank will at all times be liable for the consequences arising from the Content.</p> <p>2) Bank shall ensure that the Content is not infringing, libellous, defamatory, obscene, pornographic, abusive, harmful, threatening, harassing, stalking, embarrassing tortuous, offensive, hateful, or racially, ethnically or otherwise objectionable, misleading or violating any law or rules laid down by statute or any right of any individual or third party.</p> <p>3) Bank shall: (a) notify us 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 us immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Bank or its authorised users.</p> <p>4) Bank shall be solely responsible for the acts and omissions of its authorised users, who is given access by the Bank to the Software Solution. We shall not be liable for any loss of data or functionality caused directly or indirectly by the authorised users.</p> <p>5) If Bank uses any third-party technology along with the software provided by us, which is not a technology offered by Ours, then we 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, we will not be held responsible for the same. Bank will be held responsible for any security breach to our software and panel, due to any third-party technology that the Bank may integrate.</p> <p>6) Bank shall ensure that its collection, access, use and disclosure of End-User information complies with the applicable law(s). Bank shall at all times perform its obligations and make the Bank services and the Content available in compliance with and in such a manner as not to cause us to be in material violation of the applicable laws.</p>	Bidder to comply with RFP terms and conditions



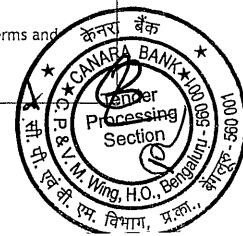
24	General Query			Additional clauses to be added to the Contract	<p>Representations and Warranties</p> <p>The Parties hereby represent and warrant to each other that; (i) this Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Parties; (ii) they have all requisite power and authority, and does not require the consent of any third party to enter into this Agreement and grant the rights provided herein; (iii) the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which they are a party to, or any judgment, arbitration award, order or decree to which they may be subject to; and (iv) the purpose for which the services are being availed or our obligations to be performed under this Agreement shall not infringe upon or violate the personal, civil or property rights, or the rights of privacy of, or constitute a libel, slander or unfair competition against or violate or infringe upon any common law right, copyright, trademark, trade name or patent or any other right of any person or entity.</p>	Bidder to comply with RFP terms and conditions
25	81	Annexure-10 Technical Evaluation Criteria	Technical Evaluation Parameters	<p>1. The OEM should have active experience in implementation and maintenance of Bulk Mailing Services in any Scheduled Commercial Banks/PSUs/ Government Departments/ Public Sector Enterprises/Corporates in India. The bidder should submit Purchase Order with proof of completion/Reference Letter/Satisfactory Letter from the customer duly mentioning the details of the services.</p>	<p>Providing completion/Reference Letter/Satisfactory Letter from the customer for all the purchase orders is not possible since these type of projects takes more time for setting up the solution and not all project are in go-live phase. Hence we request you to limit completion/Reference Letter/Satisfactory Letter ask to 1 or 2 Purchase orders and for rest of them please allow us to submit only purchase orders.</p> <p>Also we request you to accept the sign off's or reference/satisfactory content via email since Enterprise/Corporates usually provide such communications through the email as per their company policies. Hence kindly request to amend the clause accordingly</p>	Bidder to comply with RFP terms and conditions
26	82	Annexure-10 Technical Evaluation Criteria	Technical Evaluation Parameters	<p>2. The Bidder should have experience in providing Bulk mail in any Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the financial years (2020-21, 2021-22, 2022-23 & 2023-24). The bidder should submit Purchase Order with proof of completion/Reference Letter/ Satisfactory Letter from the customer duly mentioning the details of the services.</p>	<p>Bulk email solutions are basically supplied and implemented by OEMs. Producing proof of completion/Reference Letter/ Satisfactory Letter on Sonata's name is not possible, hence we request you to waive this clause or amend to Bidder/OEM so that it gives fair chance to provide the relevant documents. If we keep the RFP term without the ask changes, this will not give us the fair chance in scoring in the technical evaluation, which in turn will effect our qualification/winning probability</p>	Bidder to refer Corrigendum-1
27	83	Annexure-10 Technical Evaluation Criteria	Technical Evaluation Parameters	<p>3. OEM should have experience of having managed the Bulk mail Solution with a minimum of 75,00,000 mails per day in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the financial years 2020-21, 2021-22, 2022-23 & 2023-24. The bidder should submit Purchase Order with proof of completion/Reference Letter/ Satisfactory Letter from the customer duly mentioning the details of the services.</p>	<p>Providing completion/Reference Letter/Satisfactory Letter from the customer for all the purchase orders is not possible since these type of projects takes more time for setting up the solution and not all project are in go-live phase. Hence we request you to limit completion/Reference Letter/Satisfactory Letter ask to 1 or 2 Purchase orders and for rest of them please allow us to submit only purchase orders.</p> <p>Also we request you to accept the sign off's or reference/satisfactory content via email since Enterprise/Corporates usually provide such communications through the email as per their company policies. Hence kindly request to amend the clause accordingly</p>	Bidder to comply with RFP terms and conditions



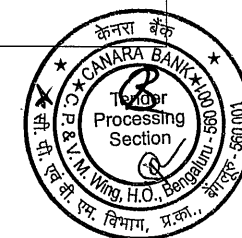
28	57	Annexure-2 Pre- Qualification Criteria	Annexure-2 Pre-Qualification Criteria	5.The Bidder/ OEM should have experience of having managed the Bulk mail Solution with a minimum of 75,00,000 mails per day in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/ Corporates in India during the financial years 2020-21, 2021-22, 2022-23 & 2023-24. The bidder should submit Purchase Order with proof of completion/ Reference Letter/ Satisfactory Letter:from.the customer duly mentioning the details of the services.	Providing completion/Reference Letter/Satisfactory Letter from the customer for all the purchase orders is not possible since these type of projects takes more time for setting up the solution and not all project are in go-live phase. Hence we request you to limit completion/Reference Letter/Satisfactory Letter ask to 1 or 2 Purchase orders and for rest of them please allow us to submit only purchase orders. Also we request you to accept the sign off's or reference/satisfactory content via email since Enterprise/Corporates usually provide such communications through the email as per their company policies. Hence kindly request to amend the clause accordingly	Bidder to comply with RFP terms and conditions
29	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS- 1.5	1. Project Timelines	Delivery, installation and commissioning of necessary hardware components at DC and DR locations for on-premises hardware set up- 8 weeks from the date of acceptance of purchase order.	We kindly request for amendment for 12 weeks from the date of acceptance, since the given time is short to fulfill the requirement	Bidder to refer Corrigendum-1
30	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS- 1.6	1. Project Timelines	Implementation of bulk mailing solution, Integration of Bank's applications to the solution- 12 weeks from the date of acceptance of purchase order.	We kindly request for amendment for 20 weeks from the date of acceptance, since the given time is short to fulfill the requirement	Bidder to refer Corrigendum-1
31	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS- 1.7	3. Penalties/Liquida ted Damages	3. Penalties and Liquidated Damages	Dear Sir, A weekly penalty of 0.5% is too huge. We request you to kindly make it to 0.5% for one year. Additionally, liquidated damages of 10% is too huge. We request you to kindly make it 0.5% of the total contract value. Additionally, 20% as penalty and 0.5% per week under clause 3.3 is also too huge. We request you to kindly maintain it uniformly to 0.5% for one year. Additionally as per clause 3.7, 5% Penalty is too huge. We request you to kindly reduce it to 0.5%. Request to kindly exclude uncontrollable factors from the penalties.	Bidder to comply with RFP terms and conditions
32	36	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	12. Order Cancellation/Ter mination of Contract	12. Order Cancellation/ Termination of Contract	Dear Sir, we request you to kindly make the termination mutual.	Bidder to comply with RFP terms and conditions
33	41	SECTION G - GENERAL CONDITIONS	12. Intellectual Property Rights	12 - Intellectual Property Rights	Dear Sir, we request you to kindly make the clause mutual as our platform is also being used which involves IP.	Bidder to comply with RFP terms and conditions
34	41	SECTION G - GENERAL CONDITIONS	13 - Confidentiality and Non- Disclosure	13 - Confidentiality and Non-Disclosure	Dear Sir, we request you to kindly make the clause mutual as we also share confidential information regarding our platform.	Bidder to comply with RFP terms and conditions
35	44	SECTION G - GENERAL CONDITIONS	21. Protection of Data	21. Protection of Data	Dear Sir, we request you to kindly make the clause mutual as we also share certain data.	Bidder to comply with RFP terms and conditions
36	45	SECTION G - GENERAL CONDITIONS	23. Indemnity	23. Indemnity	Dear Sir, we request you to kindly make the indemnity clause mutual. Additionally, kindly include content indemnity as content is being pushed.	Bidder to comply with RFP terms and conditions



37	47	SECTION G - GENERAL CONDITIONS	26. Force Majeure	26.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.	Dear Sir, we request you to kindly add pandemics and epidemics to the clause.	Bidder to comply with RFP terms and conditions
38	66	Annexure-8: Scope of Work	A. Broad Scope of Work	3. Day-1 requirement will be approximately 1.2 Crore mails per day.	Dear Sir, please share the distribution for traffic amongst Promotional, Transactional and OTP traffic. It is required for optimum hardware sizing.	Number of promotional and transactional mails may vary as per business requirement. Refer Annexure 8 point 4 for hardware sizing: "4. The bidder should size the hardware to handle maximum capacity of up to 1.8 Crore mails per day. However, there should be no limit on the number of mails that can be directly triggered from the cloud."
39	68	Annexure-8: Scope of Work	B. Bulk Mailing Solution	12. The bidder should ensure that mails sent are not getting classified as junk mail or spam mail by leading email service providers like Gmail, Yahoo, Hotmail, etc.	Dear team, we will undertake all the best practices from E-Mail Service Delivery perspective and share the best practices that should be undertaken by the Bank. However, care must be taken at the Bank's end to ensure that the HTML content and the mailers should conform to the best practices.	Bidder to comply with RFP terms and conditions
40	70	Annexure-8: Scope of Work	B. Bulk Mailing Solution	41. Logs and Backup	Dear Sir, we can store the email logs in encrypted format for 3 years, without the mail body. Anything above this period should be stored at bank's end. We will be helping bank to backup the data which needs to be stored at their end. We will be storing the backup in the cloud platform for 3 years. Also, as per Bank's backup policy, backups will be done periodically to the bank's Backup solution. 1. Request you to kindly revise the clause to 3 years. 2. Please confirm if we have to store the data in the on-prem servers or having the data on the cloud platform suffices the request.	1. Bidder to comply with RFP terms and conditions. 2. Logs for transactional/OTP mails should be stored on-premises for a period of 5 years. Bidder should provide the necessary Hardware / Software / Licenses etc., for enabling log storage and logs should be retrievable through the administrator portal. The bidder shall not retain any original email data or copy of emails on cloud.
41	72	Annexure-8: Scope of Work	E. Reports and user management	4. Reports Part vi. Email landed in Junk Box	Dear Sir, Mailbox Service Providers like Gmail, Yahoo etc. don't share data for mails landing in junk box with E-Mail Service Providers as per their data privacy and protection policies. Request you to kindly remove this clause.	Bidder to comply with RFP terms and conditions
42	109	Appendix-G DRAFT CONTRACT AGREEMENT	10 - Order Cancellation/ Termination of Contract	10 - Order Cancellation/ Termination of Contract	Dear Sir, request you to kindly make the termination mutual.	Bidder to comply with RFP terms and conditions
43	112	Appendix-G DRAFT CONTRACT AGREEMENT	13 - Intellectual Property Rights	13 - Intellectual Property Rights	Dear Sir, request you to kindly make the clause mutual.	Bidder to comply with RFP terms and conditions
44	113	Appendix-G DRAFT CONTRACT AGREEMENT	14 - Indemnity	14 - Indemnity	Dear Sir, request you to kindly make the indemnity clause mutual. Additionally, kindly include content indemnity as content is being pushed.	Bidder to comply with RFP terms and conditions
45	115	Appendix-G DRAFT CONTRACT AGREEMENT	18. Confidentiality and Non Disclosure	18. Confidentiality and Non Disclosure	Dear Sir, request you to kindly make this clause mutual as we also share certain confidential information.	Bidder to comply with RFP terms and conditions.



46	116	Appendix-G DRAFT CONTRACT AGREEMENT	19.Force Majeure	19.Force Majeure	Dear Sir, request you to kindly add pandemics and epidemics to the clause.	Bidder to comply with RFP terms and conditions
47	66	Annexure 8 - Scope of Work	A. Broad Scope of work	12. Cloud services provider (CSP) should be MeitY empanelled, ISO 27001, SOC II Type 2 and the Data Centers, including DR should be based in India.	MeitY requirements mandate vendors to provide some of the PaaS/IaaS services (e.g Virtual Machine as a Service. Being a pure SaaS provider, we are unable to meet this requirement as of now. But we are compliant with all the compliance requirements of MeitY such as ISO 27001 / 27017 / 27018 / 20000. Is this acceptable?	Bidder to comply with RFP terms and conditions
48	73	Annexure 8 - Scope of Work	F. Onsite support services	1. The Bidder shall depute dedicated onsite resources as mentioned below to provide 24 x 7 x 365 onsite support, at the Bank's IT Headquarters or other office locations in Bengaluru or Mumbai as required by the Bank for managing the solution	We only provide remote support. Can we suggest our partners to provide resource for On-Premise support as mentioned in the RFP?	Bidder to comply with RFP terms and conditions
49	68	Annexure-8 Scope of Work	B. Bulk mailing solution	10. The bidder should provide delivery assurance of the emails within a period of 1 minute for transactional emails/email alerts/OTP mails from the mail being triggered from the Bank's application servers.	Bank has ask for Hybrid setup,i.e. On-premises SMTP Relay will be dependent on Bank Network Infrastructure (Network Security , Bandwidth etc) to inject emails to Cloud Bulk mailing setup, which can delay mail due to Bank's network issue. The service provider can commits to achieving a minimum delivery rate of 90% for all bulk mails Injected to Cloud Bulk mailing setup.It is not feasible to assess and capture time based delivery as mentioned in Clause. Request Bank to modify clause to Achive delivery rate basis.	Bidder to comply with RFP terms and conditions
50	67	Annexure-8 Scope of Work	B. Bulk mailing solution	2. The solution should support up to 1.8 Crore mails per day individually at DC and DR from the on-premises setup. The volume mentioned is indicative. It may increase or decrease based on actual requirement during the contract period.	Need more clarity on Per Hour Mailflow count / Percentage which can be defined to formulate the correct Architecture and Hardware sizing for On-premises SMTP server and Cloud Infrastructure.	Mail flow is subject to variation as per business requirement.
51	69	Annexure-8 Scope of Work	B. Bulk mailing solution	28. The solution should be able to integrate with banks on premises Active Directory (AD) for user authentication.	Request to Modify the clause as "The solution should support to integrate with banks on premises Active Directory (AD) for user authentication." Reason is some Applications doesnt support to configure User based Authentication, White listing of IP address on SMTP will allow to inject Emails.	Bidder to refer Corrigendum-1
52	68	Annexure-8 Scope of Work	B. Bulk mailing solution	19. The solution should offer inbuilt anti-spam/anti malware functionality to identify zero-day threats in the email gateway, if opted by the Bank.	Request to Modify the clause as "The solution should Support inbuilt anti-spam/anti malware functionality to identify zero-day threats in the email gateway, if opted by the Bank. " Appending the Clause with Additional commercial and revised delivery Rate SLA Clause.	Bidder to comply with RFP terms and conditions
53	69	Annexure-8 Scope of Work	B. Bulk mailing solution	32. Bank's applications will connect to the on-premises setup through SMTP, SMTPs and API, the on-premises setup should relay the emails to OEM's cloud setup for delivery through secure channel.	Need Clarity on What additional security level of Secure Channel Bank is annotating. Kindly Mentioned what type of secure channel bank Network supports / configure towards Bulk mailing Cloud Infrastructure.	Implementation details will be shared with successful bidder
54	69	Annexure-8 Scope of Work	B. Bulk mailing solution	34. Each application connecting to the solution for triggering mails should be enabled with a separate authentication user id and password.	Modify the Clause as " Each application connecting to the solution for triggering mails should be enabled if Bank Application support with a separate authentication user id and password. "	Bidder to refer Corrigendum-1
55	61	Annexure-8 Scope of Work	D. Implementation and planning.	3.Delivery, installation and commissioning of necessary hardware components at DC and DR locations for on-premises hardware set up - No.of Weeks - 8 weeks from the date of acceptance of purchase order.	Modify the Clause for as, "Number of weeks for DR setup to 12 Weeks from the date of acceptance of Purchase order."	Bidder to refer Corrigendum-1



56	71	Annexure-8 Scope of Work	D. Implementation and planning.	5. Bidder should station on-site resources at the Bank's premises from the beginning of the implementation phase i.e Sl. No. 3 of above table. However, Billing related to bulk mailing services and on-site support will start from the final sign-off date.	Request to Modify the Clause as It is financial over burden which is not feasible on Bidder / OEM to provide the services without Billing to Bank. Request to append the clause with bulk mailing services and on-site support billing will start once Integration of Bank's applications to the solution get started. As Application Integration is a ongoing process during contract period.	Bidder to comply with RFP terms and conditions
57	71	Annexure-8 Scope of Work	D. Implementation and planning.	6. The successful bidder shall ensure that the solution is configured optimally for network bandwidth utilization.	Need clarity on Network Bandwith Utilization, Since SMTP relay will be placed in Bank's Datacenter, It is out of scope for Bidder to Monitor Bank's network Bandwith. Bidder / OEM will only responsible for Monitoring Cloud Ifrastructure Network Bandwidth utilization. To allocate sufficient Bandwidth need additional clarity from Bank to provide what will be the Maximum total mail flow size in an hour bank is expecting to transmit.	Mail flow is subject to variation as per business requirement.
58	72	Annexure-8 Scope of Work	E. Reports and user management	4. Reports: The bidder should provide application-wise periodical report mentioned below but not limited to	Request to remove the Point as it is depend on Recipient Email Gateway policy how to treat the Incoming Mails into respective setup to delivered the mails to recipient mailbox. It is not feasible to track Recipient Email Ifrastructure services.	Bidder to comply with RFP terms and conditions
59	73	Annexure-8 Scope of Work	F. Onsite support services: - Point 8	8.The bidder's on-site resources shall be responsible for the end-to-end configuration, operation, and maintenance & troubleshooting of the solution.	Request Bank to ask for 1no. of - L3 Resource to be allocated on Shared basis during critical issues troubleshooting / configuration. As there are Various Scope of Work which can only be handled by Subject Matter Expert. For the same separate commercial Column to be incorporated.	Bidder to comply with RFP terms and conditions
60	73	Annexure-8 Scope of Work	F. Onsite support services: - Point 3	3.The bidder should nominate a SPOC having enough experience and knowledge of the entire project for next level escalation and coordination.	Request Bank to append separate commercial column to be incorporated for Project Manager	Bidder to comply with RFP terms and conditions
61	79	Annexure-9 Functional and Technical Requirements	Annexure-9 Functional and Technical Requirements- Point 2	2. Hardware should be sized to handle maximum capacity of up to 1.8 Crore mails per day individually in DC and DR.	Need more clarity on Per Hour Mailflow count / Percentage which can be defined to formulate the correct Architecture and Hardware sizing for On-premises SMTP server and Cloud Ifrastructure. Also need clarity on what will be the maximum mail size should be configured to allowed on On-premises SMTP relay server, and also provide the total mailflow size expected by bank to be transmitted in 1 hour span of time.	Mail flow is subject to variation as per business requirement.
62	79	Annexure-9 Functional and Technical Requirements	Annexure-9 Functional and Technical Requirements- Point 5	5.The emails should to be transmitted via secure channels/ports.	Need to clarify what level of secure channel bank is expecting to configure. As configuring secure channel is also depend Bank's Network Ifrastructure. So request Bank to provide specific secure channel name which is feasible to configure on Bank's Network Ifrastructure.	Implementation details will be shared with successful bidder

Date 12-04-2024
Place Bangalore

Aravind
Deputy General Manager

