

**Ref: SBI/GITC/Platform Engineering-II/2024/2025/1216 Dated: 11/10/2024**

S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
1	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected	We request Bank to accept the following modifications: Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected. <b>The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company.</b>	No change in existing clause
2	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 3	The Bidder must have an average turnover of minimum Rs. 500 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22.	We request Bank to accept the following modifications: 1) The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company. 2) The Bidder must have an average turnover of minimum Rs. 100 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22	1. No change in existing clause.  2. Please refer to Corrigendum-II
3	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 3, Documents to be submitted	Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current ____ year may be submitted.)	We request Bank to accept the following modifications: 1) Copy of the audited financial statement for required financial years. (Certificate from Cost auditor / Chartered Accountant for preceding/current ____ year may be submitted.)	Please refer to Corrigendum-II.
4	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 4	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.	We request Bank to accept the following modifications: 1) The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company.	No change in existing clause
5	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 4, Documents to be submitted	Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.	We request Bank to accept the following modifications: 1) Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate <b>from Cost auditor / Chartered Accountant.</b>	No change in existing clause
6	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 5	Bidder should have experience of minimum 05 years in providing the Services (except WhatsApp and RCS).	We request Bank to accept the following modifications: 1) The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company.	No change in existing clause
7	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 5, Documents to be submitted	Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.	We request Bank to accept the following modifications: 1) Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. <b>Email confirmation from the customer is also acceptable.</b> Bidder should obtain letter/email from the BFSI clients/ <b>Government/public or private Ltd companies.</b>	Please refer to Corrigendum-II.
8	49	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 7	Client references and contact details (email / landline / mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 03 client references are required)	We request Bank to accept the following modifications: 1) The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company.	No change in existing clause
9	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 11	The bidder should be satisfying below criteria in case they wish to participate in domestic SMS services of RFP: i. Tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of them. ii. Processing monthly volume of at least 240 crore and 1.50 crore of Push SMS and Pull SMS respectively.	We request Bank to accept the following modifications: 1) The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company.	No change in existing clause

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10	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 12	The bidder should be satisfying below criteria in case they wish to participate in international SMS services of RFP: i. Tie up with minimum 02 operators / SMS delivery partners per country and be able to delivery SMSs all-over-the-globe. ii. Processing monthly volume of at least 50 Lakh of international Push SMS.	We request Bank to accept the following modifications: 1) The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company.	No change in existing clause
11	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 13	The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP: i. Implemented WhatsApp Banking Solution in India in at least 02 Schedule Commercial Banks and/or Foreign Banks having presence in India. ii. Certificate of partnership (Business Service Provider – BSP) from Facebook/WhatsApp/Meta for providing WhatsApp banking and push message services which is valid during RFP period.	We request Bank to accept the following modifications: 1) The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP: i. Implemented WhatsApp Banking Solution in India in at least <b>01 (one)</b> Schedule Commercial Banks and/or Foreign Banks having presence in India.  2) The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company.	1. Please refer to Corrigendum-II.  2. No change in existing clause.
12	51	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 14	The bidder should be satisfying below criteria in case they wish to participate in RCS services of RFP: i. Onboarded for RCS services in at least 02 BFSI client. ii. Certificate of partnership from Google and leading telecom operator for providing RCS services.	RCS is a fairly new technology and hence providing refrence here would not be possible. Hence, we request Bank to modify the clause to "Bidder should have RCS service enabled platform"	Please refer to Corrigendum-II.
13	76	APPENDIX-F: INDICATIVE PRICE BID, (B) WHATSAPP SERVICES	Allowed "%" range in proportion to Total Cost of B	We request bank to clarify what is meant by allowed % range here.	Individual rate of each line item should lie within the % range
14	76	APPENDIX-F: INDICATIVE PRICE BID, (C) RCS SERVICES	Allowed "%" range in proportion to Total Cost of C	We request bank to clarify what is meant by allowed % range here.	Individual rate of each line item should lie within the % range
15	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 11	The bidder should be satisfying below criteria in case they wish to participate in domestic SMS services of RFP: ii) Processing monthly volume of at least 240 crore and 1.50 crore of Push SMS and Pull SMS respectively	Request Bank to clarity exactly what we have to submit here, invoices billed to customer or any other details.  Also, We request Bank to accept the following modifications: 1) The bidder OR Parent entity /Group Company should be satisfying below criteria in case they wish to participate in domestic SMS services of RFP. 2) The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company.	No change in existing clause
16	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA, Sr. No. 12	The bidder should be satisfying below criteria in case they wish to participate in international SMS services of RFP	We request Bank to accept the following modifications: 1) The bidder OR Parent entity /Group Company should be satisfying below criteria in case they wish to participate in international SMS services of RFP. 2) The qualification criteria may be complied by the Bidder OR Parent entity/Group Company/ of Bidder entity OR jointly by Bidder entity and parent entity / group company.	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
17	73	APPENDIX-E1: CONFIRMATION ON TYPE OF SERVICE	1. High Priority SMS (Domestic) 2. Transactional SMS (Domestic) 3. Informative SMS (Domestic) 4. Promotional SMS (Domestic) 5. High Priority SMS (International) 6. Transactional SMS (International) 7. Informative SMS (International) 8. Promotional SMS (International) 9. Incoming (Pull) SMS 10. Missed Call 11. WhatsApp messaging and service 12. RCS messaging and service	Will there be a separate RA for all services mentioned?	Yes
18	131	ANNEXURE-E, Penalties	Penalty for fall in success Rate: Success Rate** with respect to various categories is expected as per the below table: S. No. Category Delivery % 1. High Priority 98.0 2. Transactional 94.0 3. Informative 90.0 4. Promotional 85.0 5. WhatsApp/RCS 98.0	All should be barring genuine network errors	Please refer to Corrigendum II.
19	2	Schedule of Events	<a href="https://etender.sbi">Address for submission of Bids</a> <a href="https://etender.sbi">https://etender.sbi</a>	Bid Documents not available in the said website, kindly share a resolution	RFP is available at eTender website with Event id-31580
20	4	EMD	Rs. 2,00,00,000/- (Rupees Two Crore)	Please confirm if we can pay the final EMD amount in form of Bank guarantee	The contents of RFP are self-explanatory
21	6	ELIGIBILITY AND TECHNICAL CRITERIA:	The Bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical Bid as prescribed in Appendix-N duly signed by the Bidder on each page and witnessed by two persons. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.	Please mention the amount of stamp duty, also mention if the document needs to be notarised or not	Rs. 500
22	48	Appendix - B- Bidder eligibility	The Bidder must have an average turnover of minimum Rs. 500 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22.	Is the statutory auditor certificate mandatory? or we can submit Audited P&L statement, with CA certificate. Also what about the FY 2023-24 where final audit is ongoing? can we submit provisional certificate?	1. Response already provided in the above similar query. 2. Provisional certificate from Statutory Auditor with amount variance not more than 5%.
23	48	Appendix - B- Bidder eligibility	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.	Can we submit CA certificate	Response already provided in the above similar query.
24	48	Appendix - B- Bidder eligibility	Bidder should have experience of minimum 05 years in providing the Services (except WhatsApp and RCS).	We strongly suggest to change this clause to mandatorily in Whatsapp as Whatsapp service is ongoing for a long time.	No change in existing clause
25	60	APPENDIX-C TECHNICAL & FUNCTIONAL SPECIFICATIONS	The bidder should have a configurable retry mechanism at least 3 times to deliver the messages within the defined SLA	Retry is maintained at Operator post DLT implementation	The contents of RFP is self-explanatory
26	49	Appendix - B- Bidder eligibility	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	What to submit in case we don't have any dispute or litigation	The contents of RFP is self-explanatory

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
27	50	Appendix - B- Bidder eligibility	The bidder should be satisfying below criteria in case they wish to participate in domestic SMS services of RFP: i. Tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of them. ii. Processing monthly volume of at least 240 crore and 1.50 crore of Push SMS and Pull SMS respectively.	Can we have little relaxation in the clause and submit CA certificate as a proof as well	No change in existing clause
28		Appendix - B- Bidder eligibility	The bidder should be satisfying below criteria in case they wish to participate in international SMS services of RFP: i. Tie up with minimum 02 operators / SMS delivery partners per country and be able to delivery SMSs all-over-the-globe. ii. Processing monthly volume of at least 50 Lakh of international Push SMS.	Can we have little relaxation in the clause and submit CA certificate as a proof as well	No change in existing clause
29		Appendix - B- Bidder eligibility	The bidder should be satisfying below criteria in case they wish to participate in RCS services of RFP: i. Onboarded for RCS services in at least 02 BFSI client. ii. Certificate of partnership from Google and leading telecom operator for providing RCS services.	Google does not provide any partnership letters, however we can provide proof that as a Jibe messaging partner on their website	Please refer to Corrigendum II.
30		Appendix - B- Bidder eligibility	Bidder should be able to provide services to at least 300 VMNs and be able to provide and integrate new VMNs and short code in the Bank's name as and when required.	Can we have little relaxation in this clause	No change in existing clause
31		General	certification	As this is a critical project we strongly suggest to add below certifications: ISO 9001 ISO 27001 CMMI Level 5	No change in existing clause
32		<b>Appendix B, Clause no.3</b>	The Bidder must have an average turnover of minimum Rs. 500 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22.	Would like to inform that we are a global Company having our Global Headquarters in UK and have strong mobile connectivity across the World. We would request you to kindly relax the criteria i.e. to reduce the average turnover to below 300 CR	Please refer to Corrigendum II.
33		<b>Appendix B, Clause no.11, point ii.</b>	The bidder should be satisfying below criteria in case they wish to participate in domestic SMS services of RFP: i. Tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of them. ii. Processing monthly volume of at least 240 crore and 1.50 crore of Push SMS and Pull SMS respectively.	We would request you to kindly amend the clause to :- monthly Volume of Push or Pull SMS to 100 cr	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
34	50-51	<b>Appendix B, Clause no.13, point i.</b>	The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP: i. Implemented WhatsApp Banking Solution in India in at least 02 Schedule Commercials Banks and/or Foreign Banks having presence in India. ii. Certificate of partnership (Business Service Provider – BSP) from Facebook/WhatsApp/Meta for providing WhatsApp banking and push message services which is valid during RFP period.	We would request you to kindly amend the clause as "providing WhatsApp Services to BFSI Sector"	Please refer to Corrigendum II.
35	48	APPENDIX-B1: SECURITY CONTROLS	We refer to the tender document APPENDIX-B1: SECURITY CONTROLS. We seek clarification on the submission timeline for the security control documents	We refer to APPENDIX B1: SECURITY CONTROLS which requires submission of various confidential documents and certificates. Considering their sensitive nature, we request permission to provide these documents after technical evaluation and bid award. We assure that all documents mentioned in APPENDIX B1 will be submitted immediately after the bid award.	At present, the bidder has to be provide confirmation as Yes or No
36	2	SCHEDULE OF EVENTS	From 03:00 PM to 04:00 PM on 24.10.2024 through online meeting	We wish to participate in the pre-bid meeting scheduled on 24.10.2024 at 03 : 00 PM.  Request you to provide us with the VC link for the pre-bid meeting.	Teams meeting invite has been shared
37	2	SCHEDULE OF EVENTS, Clause No. 7	7. Address for submission of Bids (Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted) - M/s eProcurement Technologies Limited (EPTL) <a href="https://etender.sbi">https://etender.sbi</a>	This RFP not available on <a href="https://etender.sbi">https://etender.sbi</a> yet, please enable it.	RFP is available at eTender website with Event id- 31580
38	16	3 (iv). PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA)	No escalation in price for entire contract period of 5 years	Kindly allow to revise the price in case of increase due to external reasons like Meta/regulatory/statutory changes.	No change in existing clause
39	24	21. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	21. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	Kindly agree to provide for an opportunity of being heard and inform reason for such rejection.	No change in existing clause
40	27	27. LIMITATION OF LIABILITY:	The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause1 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.	Liability too high, Kindly reduce it to 12 months receivables	No change in existing clause
41	27	28. CONFIDENTIALITY	28. CONFIDENTIALITY	Kindly make the confidentiality clause mutual as we will also share confidential information during the process	No change in existing clause
42	28	29. DELAY IN SERVICE PROVIDER'S PERFORMANCE	Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).	Please exclude uncontrollable factors which are outside the purview of vendor.	No change in existing clause

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43	32	32. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	iii. Subject to sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in <b>India or abroad.</b>	Kindly agree to restrict the infringement to the geographical boundaries of India.	No change in existing clause
44	33	33. LIQUIDATED DAMAGES	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	LD of 5% is too huge. Kindly make the LD to 0.5% of the total contract value for the contract term. Kindly allow the bidder a curing period of 30 days to ensure performance of the obligations to the satisfaction of SBI.	No change in existing clause
45	38	36. TERMINATION FOR DEFAULT:	36. TERMINATION FOR DEFAULT:	No exit route for the bidder provided, Kindly consider the clause to be mutual so that we would also have a right to terminate in case of any contractual breach from your side and also kindly allow the bidder to give notice of termination under few circumstances like bidder ceasing to offer service on account of any statutory requirements	No change in existing clause
46	39	36 (vi). TERMINATION FOR DEFAULT:	vi. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee	Kindly consider transition assistance by bidder shall be without any extra cost to the bidder and kindly exclude penalty.	No change in existing clause
47	40	39. TERMINATION FOR CONVENIENCE:	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).	Kindly make this clause mutual-No exit route for the bidder provided kindly allow the bidder to give notice of termination under few circumstances like bidder ceasing to offer service on account of any statutory requirements	No change in existing clause
48	48	Bidder's Eligibility Criteria. Clause No. 2	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020  Bidder should specifically certify in Appendix A in this regard and provide copy of registration certificate issued by competent authority wherever applicable.	We need to attach signed & stamped Appendix A along with Incorporation document, please confirm if this understanding is correct.	The contents of RFP is self-explanatory

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
49	48	Bidder's Eligibility Criteria. Clause No. 3	The Bidder must have an average turnover of minimum Rs. 500 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22.  Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current _____ year may be submitted.)	1. Statutory Auditor certificate is required if audited financial statement of any of the years is not available, please confirm on this understanding.  2. Please share value in _____	Please refer to Corrigendum II.
50	48	Bidder's Eligibility Criteria. Clause No. 5	Bidder should have experience of minimum 05 years in providing the Services (except WhatsApp and RCS).  Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.  Bidder should obtain letter/email from the BFSI clients	1. Please allow deviation to User Acceptance Report as it is not shared by clients. Please accept experience letters from clients.  2. SMS & Missed Call Work Orders and Experience Letters to be provided for compliance to this point, please confirm on this understanding.	Please refer to Corrigendum II.
51	50	Bidder's Eligibility Criteria. Clause No. 13	The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP: Certificate of partnership (Business Service Provider – BSP) from Facebook/WhatsApp/Met a for providing WhatsApp banking and push message services which is valid during RFP period.  Copy of the Valid Certificate(s) to be provided	Meta provides Letter certifying BSPs, specific use cases / industry is not mentioned in it. Please allow us to share BSP letter from Meta as per their guidelines.	Please refer to Corrigendum II.
52	55	APPENDIX-B1: SECURITY CONTROLS	Whether suitable security certification (ISO, PCI-DSS, SOC1 and SOC2 etc.) of the security posture at Bidders IT environment are in place.	PCI-DSS & SOC1 certifications are not relevant for this requirement, please allow deviation.	The contents of RFP is self-explanatory
53	55	APPENDIX-B1: SECURITY CONTROLS	Bidder is agreeable that the application and DB will be hosted separately on a dedicated infrastructure (physical/logical) for the Bank.	Need clarity on dedicated setup. Is it going to be dedicated setup (Infrastructure, Network & Platform) specific to Bank?	Infrastructure and Platform should be exclusive for the Bank
54	68	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	4.Audit and Inspection	We understand SBI does not want dedicated infrastructure, please confirm.	Response already provided in the above similar query.
55	70	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	10. Compliance with Bank's IS Security policy	We understand SBI does not want dedicated infrastructure, please confirm.	Response already provided in the above similar query.
56	82	APPENDIX-I	A) Penalty for fall in success Rate:	Penalty is too high, kindly allow 10% deviation due to uncontrollable factors.	No change in existing clause
57	83	APPENDIX-I	C) Penalty for False/Forged delivery report:	Kindly pls consider to levy such penalties only on proven incidents	No change in existing clause
58	83	APPENDIX-I	D) Penalty levied due to delay in providing audit documents:	Time line for audit period should be fixed with required prior notice requirement.	No change in existing clause
59	83	APPENDIX-I	E) Penalty for non-availability of services	Penalty is too high, kindly allow 10% deviation due to uncontrollable factors.	No change in existing clause
60	85	APPENDIX-J : SERVICE LEVEL AGREEMENT	APPENDIX-J : SERVICE LEVEL AGREEMENT	We understand that this SLA needs to be signed by selected service provider only. It is not to be submitted in RFP document set, please confirm.	SLA execution is required only with the selected bidders

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61	85	APPENDIX-J-SLA-3.4.Payments	3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith, and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.	Kindly delete the clause of set off, as the bidder should be paid for the services rendered without any withholdings or set off	No change in existing clause
62	97	5.REPRESENTATIONS & WARRANTIES	5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.	We understand dedicated manpower at bank's premise is not required. Please confirm on this understanding.	The contents of RFP is self-explanatory
63	101	6-General Indemnity	6-General Indemnity	Kindly restrict indemnity provision for third party IPR infringement claims , statutory claims and claims arising out of gross negligence. All other claims has remedy under clauses elsewhere in the Agreement. Also kindly agree to include Customer Indemnity for content infringement claims.	No change in existing clause
64	102	8. TRANSITION REQUIREMENT	If existing Service Provider is found to be in breach of this obligation, they shall be liable for paying a penalty of the amount equivalent to the Bank Guarantee on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure F.	Kindly consider transition assistance by bidder shall be without any extra cost to the bidder. Kindly exclude penalty.	No change in existing clause
65	103	9. LIQUIDATED DAMAGES	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5 % of the expected monthly billing for delay of each week or part thereof maximum up to 5 % of the expected monthly billing. Once the maximum deduction is reached, the Bank may consider termination of the Agreement	LD 0.5% on monthly billing is too high, kindly agree for a lower rate	No change in existing clause



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66	106	14. CONFIDENTIALITY	14.13 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity	Kindly agree for restricting the Confidentiality obligation up to 3 Years as per our Data Retention Policy.	No change in existing clause
67	110	16. TERMINATION	This is Unilateral Clause	Kindly make this clause Mutual with 90 days Notice before termination	No change in existing clause
68	114	20. LIMITATION OF LIABILITY	20.1 The maximum aggregate liability of Service Provider, subject to clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.	Liability is too high, Kindly reduce this to 12 months fees receivables	No change in existing clause
69	117	23.3 NON-HIRE AND NON-SOLICITATION	23.3 NON-HIRE AND NON-SOLICITATION	Kindly agree to add exclusion to this clause as- This clause shall not apply in case where an employee of a party seeks employment with another party in response to an advertisement placed in to the public domain for that position unless that other party has solicited , directly to indirectly , the application from that employee for that position.	No change in existing clause
70	65	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	i. Receive messages from the Bank, generate unique message id for each SMS and deliver each SMS to intended mobile numbers across the country and globe. In case of WhatsApp and RCS message, appropriate error code should be responded in same http request for mobile numbers not supporting the OTT messages.	It is not possible in same HTTP request as Meta doesn't support it. Please allow deviation.	Please refer to Corrigendum II.
71	65	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	iv. Provision and integration of new Keywords, VMNs for Pull SMS and Missed Call in the Bank's name for domestic and international usages, as and when required by the Bank. In no circumstances the traffic landing on the allotted VMNs and short code will be shared to other entities. The required number must be procured on Bank's name.	Need clarity on international usage, does bank requires international customer calls too to land on same VMN?	It depends upon case to case basis.
72	65	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	v. Migration of existing VMNs and short codes on Bank's name, wherever it is third party's ownership.	Do you want all your existing VMN's are to be migrated to Bank's name will be responsibility of Karix?	Yes

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
73	66	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	viii. In case of RCS message, bidder should be able to design and integrate the journey/content (interactive) as per Bank's requirement. Interactive sessions with the user need to be managed by the bidder. Bank will also push RCS messages to the bidder through API interchange method and bidder will further deliver the message to the intended mobile number. Its delivery report for each journey should be immediately routed to the Bank by the bidder. Bidder should also register the Bank's identified sender id (name) under Bank's entire ownership for delivering RCS messages. Bidder should provide all types of RCS and <b>RBM (RCS Business Messaging)</b> such as Basic, Interactive, Rich Content, etc. In situation, where RCS messages failed to deliver to customer mobile handset, the bidder should be able to route them through SMS channel at the Bank's discovered rate of the respective category. SLA timelines of such SMS would start from the time it is triggered from bidder's platform and shall abide all the terms of	1. RBM has been discontinued by Google, please remove this point. 2. Routing through SMS channel is feasible, but applicable commercials would be charged, please share confirmation,	1. RBM has not been discontinued by Google. 2. The contents of RFP is self-explanatory
74	66	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	x. Migrate the journeys of WhatsApp banking services presently live with existing vendor partner to its own platform.	Please share existing / sample journeys.	The journey details will be provided to the selected bidder.
75	68	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	a) The bidder should provide suitable means such as website/ portal/ tool for generation of MIS reports and also for showing the current status of messages. The MIS report should have the following minimum fields: c. Operator d. Circle	Operator & Circle are not supported by Meta, please remove.	Details provided by Meta or Google are required to be forwarded to the Bank.
76	71	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	iii. No payment will be made for the messages for which delivery report is not submitted to the Bank within 04 hours of submission time.	Meta message has validity of 30 days and RCS has validity of 24 hours, please allow deviation due to solution specific rules.	Please refer to Corrigendum II.
77	71	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	Though the rate is asked for one lakh messages in the indicative price bid, the payment will be made on the actual messages delivered as per the SLA terms, which will be calculated basis single message.	Rules followed for specific channels would be followed. Ex.: Conversation based pricing in WhatsApp. Please confirm.	The contents of RFP is self-explanatory

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
78	122	Performance Requirements	<p>Message Category - Delivery time</p> <p>High Priority SMSs/OTP - Within 15 seconds</p> <p>Transactional - Within 5 minutes</p> <p>Informative - Within 01 hour</p> <p>Promotional - Within 02 hours</p> <p>Missed Call - Within 05 seconds</p> <p>High Priority SMSs/OTP - Within 15 seconds</p> <p>WhatsApp/ RCS - Within 15 seconds</p>	<p>1. Please allow deviations due to uncontrollable factors like:</p> <p>(A) Delayed delivery of Message/Call 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) Message/Call not delivered in case of Absent Subscriber.</p> <p>2. Please note, WhatsApp/RCS delivery depends on my factors like- Mobile data status, capping from Meta and Google. Also once it is submitted to Meta or Google then vendor cannot revoke/cancel the submission</p> <p>3. Please share traffic split between WhatsApp and RCS?</p>	<p>1. No change in existing clause</p> <p>2. Response already provided in above query</p> <p>3. At present, RCS is not live in Bank's environment.</p>
79	131	ANNEXURE-E Penalties	ANNEXURE-E Penalties	<p>1. Please allow deviations due to uncontrollable factors like:</p> <p>(A) Delayed delivery of Message/Call 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) Message/Call not delivered in case of Absent Subscriber.</p> <p>(E) Delay from SBI's end (if any).</p> <p>2. Please note, WhatsApp/RCS delivery depends on my factors like- Mobile data status, capping from Meta and Google. Also once it is submitted to Meta or Google then vendor cannot revoke/cancel the submission</p>	<p>1. No change in existing clause</p> <p>2. Response already provided in above query</p>
80	158	APPENDIX-K : NON-DISCLOSURE AGREEMENT	APPENDIX-K : NON-DISCLOSURE AGREEMENT	We understand that this NDA needs to signed by selected service provider only. It is not to be submitted in RFP document set, please confirm.	NDA execution is required only with the selected bidders
81	177	APPENDIX-P : DATA PROCESSING AGREEMENT	APPENDIX-P : DATA PROCESSING AGREEMENT	We understand that this Data Processing Agreement needs to signed by selected service provider only. It is not to be submitted in RFP document set, please confirm.	DPA execution is required only with the selected bidders
82	61	xvii.	If the Bank desires a dedicated connectivity with the bidder's infrastructure, bidder will have to provide the same through leased lines, at no extra cost to the Bank. The leased lines will have to be taken from at least two established service providers and line from each service provider should be capable of handling the entire load.	Request to remove this mandatory requirement as no bidder infra is being provided in bank premises.	No change in existing clause
83	52	19	Bidder should support multipart (long) SMS in English as well as vernacular language. If delivery of any part SMS is failed, the delivery of whole SMS should be marked as failed and DLR to be accordingly sent to the Bank.	As all Operators bill based on SMS, request to allow billable SMS counts based on parts successfully delivered instead of whole Message. As Bidders would need to bear huge charges due to this as the part failure in most cases is not in hands of the bidder, instead based on end user handset and end operator.	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
84	73	APPENDIX-E1: CONFIRMATION ON TYPE OF SERVICE	In accordance with the terms of RFP, bidder has to provide the type of message service in which they have participated in this RFP	As per this Appendix Bidders can participate in any one or more of the Message Type listed in this Appendix, kindly clarify L1 bidder will be determined for each message type and Reverse Auction will be individually conducted for each message type ?  Request to made modifications to Indicative price bid accordingly as TCO is per message type and Ratios of individual message type quoted would not be applicable if a bidder is L1 for a message type as per message type only one price is quoted.	The contents of RFP is self-explanatory
85	76	APPENDIX-F: INDICATIVE PRICE BID	(B) WHATSAPP SERVICES	Kindly confirm if the price to be quoted should include Meta Prices or only Bidder Platform Fee ?  If it includes Meta Prices, prices are subject to change when meta updates prices periodically and how will this be accomdated in the quote being provided to the bank.	The contents of RFP is self-explanatory
86	82	Appendix-I	Penalties	Incase of WA - The delivery percentage is solely dependent on the template approval and the newly introduced frequency capping(wherein a customer can receive a limited number of messages in a particular time frame) by meta. We cannot guarantee any delivery percentage (85-98% in this regard) from our side.	Please refer to Corrigendum II.
87	26	27	Liability	Liability on Vendor is for the full contract value (clause 27- page 26), including various exceptions to this liability cap. For 3rd party reliant services, such high liabilities, the liability cap for this needs to be 3 months fixed fees or INR 500,000 whichever is lesser.	No change in existing clause
88	110	16	Termination	Termination rights need to be mutual and Vendor also needs suspension rights if the same is required by law, or mandated by the end service providers of these services being procured.	No change in existing clause
89	101	6	Indemnity	Indemnity needs to be mutual since the services to be procured are regulated and/or owned/ controlled by 3rd parties, and breach by SBI will have an adverse impact	No change in existing clause
90	151	SCHEDULE 3	Technical and Organisational Data Protection Measures	Can we change confidentiality obligation to survive in perpetuity when data is returned and/or purged	No change in existing clause
91	186	SCHEDULE 2		Immediately purge after processing	Query not clear
92	145	3.3.1		The Processor shall not appoint (or disclose any Personal Data to) any Sub- Processors without prior written authorisation from State Bank of India. The Processor shall provide State Bank of India with [no less than [xx days] prior written (including email) notice before, is this only for these services provided to bank ?	The contents of RFP is self-explanatory
93	51	18	Bidder should have https API method to receive messages from the Bank and submit Delivery report back to the Bank. The DLRs should be submitted within 30 minutes of the message submission time.	DLR are received from the operator post final attempt is done, which can exceed the 30 mins duration.	Please refer to Corrigendum II.
94	52	20	Bidder should be able to provide services to at least 300 VMNs and be able to provide and integrate new VMNs and short code in the Bank's name as and when required.	Can Bank share the KYC details for VMN procurement.	The contents of RFP is self-explanatory
95	60	vii	The bidder should have the facility of online filtering of the DND numbers for promotional messages.	As per the TRAI guideline DND filtration is done on DLT platform at operator level.	Please refer to Corrigendum II.
96	61	xvii	if the Bank desires a dedicated connectivity with the bidder's infrastructure, bidder will have to provide the same through leased lines, at no extra cost to the Bank. The leased lines will have to be taken from at least two established service providers and line from each service provider should be capable of handling the entire load.	is this for WA & RCS also ?	The contents of RFP is self-explanatory

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
97	61	xviii		Is National column mandate or option to download countrywise reports.	The contents of RFP is self-explanatory
98	62	xix		Is retry count mandate in report ?	The contents of RFP is self-explanatory
99	63	xxiii		Is this point for our cloud setup ?	The contents of RFP is self-explanatory
100	65	Point vi & vii		there could be customisation as the requirement is not clear.	The contents of RFP is self-explanatory
101	67	xvi		can you elaborate ?	The contents of RFP is self-explanatory
102	69	Point 8 (iii)		Is the requirement for middleware ? Please clarify if is this requirement is from vendor system or Middleware	The clause is related to software/middleware installed at the bidder's premises
103	4	13	Bank Gurantee - Rs. 05% of yearly estimated contract value of the bidder.	Please confirm if this is 0.5%	The contents of RFP is self-explanatory
104	75		Is there a requirement for Chat bot	Is yes when will the scope be shared ? How will commen	Selected bidder is required to create bot for the Bank. The requirement for creation of bot will be discussed with the selected bidder by respective team of the Bank. Any additional cost will be negotiated with the selected bidder during the material time.
105	75		Cloud Setup	The understanding is that all services is cloud setup	No such terms are mentioned in the RFP
106	75		Terms for Contract	What is the total term of contract	The contents of RFP is self-explanatory
107	75		Commercial	TCO for WA & RCS to be calculated for what duration ?	The contents of RFP is self-explanatory
108	75		Commercial	If year, then how many years	The contents of RFP is self-explanatory
109	65	viii	In case of RCS message, bidder should be able to design and integrate the journey/content (interactive) as per Bank's requirement. Interactive sessions with the user need to be managed by the bidder. Bank will also push RCS messages to the bidder through API interchange method and ..... respective SMS category.	Can you please let me know the sample journey content.	The journey details will be provided to the selected bidder.
110		General	API	How many APIs are required for integration.	The journey details will be provided to the selected bidder.
111		General	VMN	Is there an existing VMN, or do we need to start a new one? If it exists, please let us know which operators are using it.	The journey details will be provided to the selected bidder.
112	66	xiii	What means by SOC TYPE	Could you kindly elaborate on what is meant by "SOC Type".	Cyber security compliance framework for cloud.
113	50	11.i	Tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of the	We request relaxation for tie-up to 2 telecom operators, considering operational flexibility.	No change in existing clause
114	48	3	The Bidder must have an average turnover of minimum Rs. 500 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22.	As per government norms, our company qualifies as a Micro or Small Enterprise (MSE) with a turnover ₹25 crore. We request relaxation of the turnover requirement based on our MSE status.	No change in existing clause
115		General	Hosting	Is hosting to be borne by the client or the vendor	Query not clear
116		General	Retention period	How long will the server hold the data	Message content and mobile numbers must be deleted immediately after processing the API request with telecom operator. The rest of SMS related logs are required to be preserved for entire contract period.
117		General	Chat flow	Kindly share a sample of the chat flow.	The journey details will be provided to the selected bidder.

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
118	48	APPENDIX-B1: SECURITY CONTROLS	We refer to the tender document APPENDIX-B1: SECURITY CONTROLS. We seek clarification on the submission timeline for the security control documents	We refer to APPENDIX B1: SECURITY CONTROLS which requires submission of various confidential documents and certificates. Considering their sensitive nature, we request permission to provide these documents after technical evaluation and bid award. We assure that all documents mentioned in APPENDIX B1 will be submitted immediately after the bid award.	At present, the bidder has to provide confirmation as Yes or No
119	2	SCHEDULE OF EVENTS	From 03:00 PM to 04:00 PM on 24.10.2024 through online meeting	We wish to participate in the pre-bid meeting scheduled on 24.10.2024 at 03 : 00 PM.  Request you to provide us with the VC link for the pre-bid meeting.	Teams link has already been shared
120	19	17. AWARD CRITERIA AND AWARD OF CONTRACT:		As there multiple services are mentioend, Is there provision to participate in any one or 2 services.	Response already provided in above similar query
121	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	The Bidder must have an average turnover of minimum Rs. 500 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22.	We have been in business for over 18 years, and maintaining our growth year on year while being a focused on the quality of services we provide and we also served several central and state Government deartments as well as multiple banks like IDFC bank, Yes bank, ICICI bank. Our last FY tunover was 278 Cr. The average turnover for the last three financial years stands at 213 Crores.  Given our longstanding experience and commitment to delivering uncompromised service, we kindly and sincerely request that you consider revising the <b>average annual turnover requirement to 213 Crores</b> for the past three financial years in this RFP..	Please refer to Corrigendum II.
122	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA point no. 13	The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP: i. Implemented WhatsApp Banking Solution in India in at least 02 Schedule Commercial Banks and/or Foreign Banks having presence in India.	We are official Business solution partner with META and serving many Govt/PSU orgnaizations, here it our request to kindly relax this point by adding GOVT. PSU organizations along with Schedule Commercial Banks	Please refer to Corrigendum II.
123	70	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	v. The bidder should be capable to integrate their solution with the Bank's SMS middleware within 30 days from the date of Purchase Order.	is this indicating thatwe need hoist the servics on cloud and there is no requirement of middeleare to be deploy on premise?/	The contents of RFP is self-explanatory
124	109	OWNERSHIP	The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property.	Handed over the source code wont be feasible reuqetsing to make changes inthis clause	No change in existing clause
125	29	30.SERVICE PROVIDER'S OBLIGATIONS	vi. Without the Bank's prior written permission, Service Provider shall not store or share Bank's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.	Without the Bank's prior written permission, Service Provider shall not store or share Bank's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud in a multi tenancy mode however Service Provider can use SBI's dedicated tenancy in any Meity certified CSP.	Please refer to Corrigendum II.
126	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA (Sr. No. 11)	The bidder should be satisfying below criteria in case they wish to participate in domestic SMS services of RFP: i. Tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of them. ii. Processing monthly volume of at least 240 crore and 1.50 crore of Push SMS and Pull SMS respectively.	Request you to please modify/delete the clause: 1. The Following clause shall not be applicable to Telecom Service Provider.	Please refer to Corrigendum II.

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
127	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA (Sr. No. 13)	The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP:  i. Implemented WhatsApp Banking Solution in India in at least 02 Schedule Commercial Banks and/or Foreign Banks having presence in India.  ii. Certificate of partnership (Business Service Provider – BSP) from Facebook/WhatsApp/Meta for providing WhatsApp banking and push message services which is valid during RFP period.	We request you to please modify the clause as: The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP:  i. Implemented WhatsApp Banking Solution in India in at least 02 Schedule Commercial Banks and/or Foreign Banks having presence in India <b>or Central /State Govt. /PSU/Large Private Enterprise Organization/BFSI</b>  ii. Certificate of partnership (Business Service Provider – BSP) from Facebook/WhatsApp/Meta for providing WhatsApp banking and push message services which is valid during RFP period.	Please refer to Corrigendum II.
128	51	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA (Sr. No. 51)	The bidder should be satisfying below criteria in case they wish to participate in RCS services of RFP:  i. Onboarded for RCS services in at least 02 BFSI client.  ii. Certificate of partnership from Google and leading telecom operator for providing RCS services.	We request you to please modify the clause as: The bidder should be satisfying below criteria in case they wish to participate in RCS services of RFP:  i. Onboarded for RCS services in at least 02 BFSI client. <b>or Central /State Govt. /PSU/Large Private Enterprise Organization/BFSI</b>  ii. Certificate of partnership from Google and leading telecom operator for providing RCS services.	Please refer to Corrigendum II.
129	52	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.  Eligibility criteria mentioned at SI No 3 to 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:  i. Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.  ii. Bidder who solely on its own, fulfils	We request you to please add the following clause:  <b>In case a bidder is a group company of another company, either the Turnover / Experience of the bidder or the Turnover / Experience of the Group Company shall be considered for the purpose of Pre-Qualification criteria.</b>  <b>Usage of credentials of Group Company (parent / subsidiary /Fellow Associates/ JV)shall be restricted to Appendix B - Bidder's Eligibility Criteria .</b>	No change in existing clause
130	57	Appendix B1	Whether Suitable Security certificate such as ISO27017 & ISO27018 for Cloud Services (if applicable) and PCI DSS where Debit Card related data (if applicable) are processed are in place.	Since Bidder will not store the Card related Data, the PCI DSS is not applicable	The contents of RFP is self-explanatory
131	60	Appendix C - Xi	The Bidder should be able to allocate a minimum throughput of 10000 messages/sec exclusively to State Bank of India all the time.	is 10000 TPS required to be configured at both DC & DR location?	The contents of RFP is self-explanatory

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
132	61	Appendix C - Xvii	If the Bank desires a dedicated connectivity with the bidder's infrastructure, bidder will have to provide the same through leased lines, at no extra cost to the Bank. The leased lines will have to be taken from at least two established service providers and line from each service provider should be capable of handling the entire load.	Is Lease line required to be connected at both DC and DR. Also what will be the required BW capacity of Lease line.	The contents of RFP is self-explanatory
133	74	Appendix E-2	CONFIRMATION ON ADHERING TO PAYMENT TERMS OF WHATSAPP AND RCS	Since agreement period is of 5 years, What if Meta and RCS rates changed during course of tender. If Meta reduces / increases or change is billable logic.	No change in existing clause
134	65	SOW 1	Migration of existing VMNs and short codes on Bank's name, wherever it is third party's ownership.	Is existing VMN in Bank's Name? to port the same NOC has to be provided by Bank from Existing Operator.	The details will be provided to the selected bidder
135	66	SOW Xii	The solution should have AI & NLP capabilities to perform context aware analysis of Customer's Query and send the same to Bank's middleware in required format for processing.	How many Languages are to work for NLP	The details will be provided to the selected bidder
136	67	SOW Xvii	Retry of all failed SMSs and the SMSs for which delivery acknowledgement is not received from the telecom operator for at least 3 times during the SLA time. E.g. if initial submission of particular SMS is with Airtel and the SMS got failed or DLR is not received during SLA time, then retry should be with Vodafone-Idea (VI) or Tata, etc.	Do you need all 3 DLR or the last DLR , instead of 3 operators can we also do the same with multiple SMSC from different locations	The final delivery status is required to be submitted.
137	68	SOW 5.1	Uptime requirement – 99.99% of complete message services	99.5% is industry standard . Request to please reconfirm on this	The contents of RFP is self-explanatory
138	69	SOW 5.2	WhatsApp / RCS - delivered in 15 Secs	WhatsApp and RCS are data dependent services , these can be delivered when data is active . How will the SLA work for cases where data is not active and delivered later	Please refer to Corrigendum II.
139	75	APPENDIX F	Indicative Price Bid	Reverse auction for SMS - Domestic and Internation will be separate or TCO based ? Also - for WhatsApp and RCS will be separate or will based on TCO ?	Response already provided in above similar query
140	83	Penalties	Penalty for fall in success Rate: Success Rate** with respect to various	For Promotional SMS , WhatsApp / RCS -- will the delivery be calculated after excluding the numbers which are not provision for respective services . E.g DND enabled , not on WA or RCS	Please refer to Corrigendum II.
141	Page 40	Clause 39	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).	In case of termination of contract by the customer without any specific reason or for convenience, the customer would be liable to pay the exit charges. This shall cover all the losses that have been born by the Service Provider. Additionally, the RFP should contain certain conditions where the contractor could terminate the contract from their end. If the customer is terminating the contract, the specific reason should be provided by the customer alongwith a notice period for a minimum of 30 days.	No change in existing clause



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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
142	Page 40	Clause 40	All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.	Different modes of resolution could be considered after coming onto a common conclusion by both the parties as to which particular mode of resolution they want to agree upon. It can be conciliation, negotiation, mediation or arbitration.	No change in existing clause
143	Page 32 and 33	Clause 33	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	The RFP should include that any Liquidated damages or penalties shall be settled in the form of credit note. All Liquidated damages should always be capped at 5% or less of the order value.	No change in existing clause
144	75	Reverse Auction	Rate discovery will be made for individual Type of SMS services through reverse auction process. For WhatsApp and RCS message, rate discovery will be on TCO basis and later bidder has to provide rate bifurcations on different types of these messages	Please confirm this would be separate for domestic and international SMS	Yes
145	75	Bid participation: APPENDIX-F: INDICATIVE PRICE BID	The bidder may choose to participate in any or all of the below services and submit related documents (stated elsewhere in the RFP) accordingly	Please confirm whether we can bid only for domestic SMS and not for international. In such case whether we need to submit documents only for Domestic?	Bidders are required to submit documents only for the services they wish to participate in the RFP
146	77	Illustration	Price in Column F	The amount does not work out to be 95% of Column D. Please clarify whether it 105% of Column D	The contents of RFP is self-explanatory

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
147	25	24. RIGHT TO AUDIT:	<p>i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority,</p>	<p>We request to clarify on the scope of audit . Hope it will not cover any financial details / books of accounts .</p>	<p>The contents of RFP is self-explanatory</p>
148	26	27. LIMITATION OF LIABILITY	<p>i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause1 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.</p> <p>ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.</p> <p>iii. The limitations set forth herein shall not apply with respect to:</p> <p>(a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;</p> <p>(b) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider,</p> <p>(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>(d) Regulatory or statutory fines imposed</p>	<p>The clause implies that the exclusions mentioned in (iii) are applicable for sub clause (ii) as well even though the indirect damages are not claimable under law . Further the regulatory fines are applicable to service provider due to the act or omission or non permissible usage by Bank as well . Hence we request that the clause (III) may be modified as follows :</p> <p>iii. The limitations set forth <b>herein (i) above</b> shall not apply with respect to:</p> <p>(a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;</p> <p>(b) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider,</p> <p>(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank/ Service provider , provided such guidelines were brought to the notice of <b>Service Provider/ Bank and the respective party has not refused to comply with the same within a reasonable time . .</b></p>	<p>No change in existing clause</p>

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
149	29	30. SERVICE PROVIDER'S OBLIGATIONS:	x. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection. xii. The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.	All incidents which are reportable / required to be reported are being reported to appropriate authorities in case of cyber incidents . In case of any cyber incidents which are materially affecting the customer shall be reported within 12 hours of detection and evaluation . The clause may be modified accordingly . Any reporting required for disruption of services shall be as per the SLA agreed and the clause to be amended accordingly .	No change in existing clause
150	31	32. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	i. For any technology / software / product used by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider. ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP. iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all	We submit that any software licenses including third party which are mandatorily required to be used for the limited use only will be licensed to Bank subject to the terms and conditions of license . Further in case provision of services include some of the software which are open source should not be a reason for mandating prior approvals . As such only software's which are mandatorily required to be licensed to Bank and are essential for provision of services are to be made subject to the restrictions mentioned herein.	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
151	38	36. TERMINATION FOR DEFAULT	<p>i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:</p> <p>(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;</p> <p>(b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;</p> <p>(c) Violations of any terms and conditions stipulated in the RFP;</p> <p>(d) On happening of any termination event mentioned in the RFP/Agreement.</p>	<p>Termination to be initiated only in case of material violations by the Service Provider of the portion of affected services and not the entire contract and that too after providing at least 60 days time to cure the defects / deficiencies . The clause to be modified accordingly.</p> <p>i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part <b>with respect to the affected portion of Services :</b></p> <p>(a) If Service Provider fails to deliver any or all the <b>material</b> obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;</p> <p>(b) If Service Provider fails to perform any other material obligation(s) under the RFP/Agreement which will have an adverse impact on the provision of services ;</p> <p>(c) Violations of any material terms and conditions stipulated in the RFP;</p> <p>(d) On happening of any termination event mentioned in the RFP/Agreement.</p> <p>which are not cured within sixty days from the date of receipt of notice .</p>	No change in existing clause
152	40	39. TERMINATION FOR CONVENIENCE	<p>i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.</p>	<p>We request that the termination for convenience to be deleted considering the investments which the bidder will be required to be make for execution of the project.</p>	No change in existing clause
153	85	APPENDIX-J : SERVICE LEVEL AGREEMENT		<p>The service levels to provide the following exclusions for non maintenance of service levels in the following cases</p> <p>I. Any act or omission on the part of the Bank including but not limited to failure to notify the Customer care Desk of Bidder through the process defined by Bidder of a Service Disruption</p> <p>(i) . The failure of Customer's applications, equipment, or facilities including any third party equipment</p> <p>(ii) fault or delay in delivery of messages due to reasons not attributable to service provider .</p> <p>(III) . Events or occurrences that result in "No problem Found" Trouble Tickets</p> <p>iv. Customer initiated change request in the service while the change request is under progress.</p> <p>v. Planned repairs, modifications or maintenance notified to Customer in advance,</p> <p>xi. Suspension of Service by the Company</p> <p>xii. Force Majeure Events,</p> <p>xiii. Customer scheduled maintenance,</p>	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
154	88	DEFINITIONS & INTERPRETATION	1.1.5 "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).	We request that the term world wide basis to be removed as this pertains to domestic services .	No change in existing clause
155	101	6. GENERAL INDEMNITY	6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or subcontractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. 6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of Service Provider systems including deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue	We request to modify the clause as follows : 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including <b>reasonable</b> legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its <b>material</b> warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or subcontractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. 6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of Service Provider systems including deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers	No change in existing clause
156	104	12. INTELLECTUAL PROPERTY RIGHTS	12.1 For any technology / software / product used by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider. 12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement. 12.3 Subject to below mentioned sub-clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims,	We submit that any software licenses including third party which are mandatorily required to be used for the limited use only will be licensed to Bank subject to the terms and conditions of license . Further in case provision of services include some of the software which are open source should not be a reason for mandating prior approvals . As such only software's which are mandatorily required to be licensed to Bank and are essential for provision of services are to be made subject to the restrictions mentioned herein. It is also clarified that Service provider shall not be liable for any content / data provided by Bank for its correctness and any claim with respect to the infringement of third IPR will be excluded to the extent it is with respect to the content provided by Bank .	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
157	105	13. INSPECTION AND AUDIT	13.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and Services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of	The Scope of audit to be clarified and elaborated as restricted to the matters contained in the RFP excluding any financial information / cost break up as applicable .	No change in existing clause
158	110	16. TERMINATION	16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part: (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank; (f) If Service Provider fails to perform any other obligation(s) under the Agreement; (g) Violations of any terms and conditions stipulated in the RFP; (h) On happening of any termination event mentioned herein above in this Agreement. Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) to (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains	We request to modify the clause to the extent that the termination will trigger only in the event of a material breach by the service provider and not otherwise .	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
159	114	20. LIMITATION OF LIABILITY	20.3 The limitations set forth in abovementioned sub-Clause 20.1 shall not apply with respect to: (i) claims that are the subject of indemnification pursuant to Clause 128 (infringement of third party Intellectual Property Right); (ii) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider; (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations; (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	We request that clause 20.3 (iv) may be modified as follows :  Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank/ Service provider , provided such guidelines were brought to the notice of Service Provider/ Bank and the respective party has not refused to comply with the same within a reasonable time . .	No change in existing clause
160	137	7. Transfer of Assets	7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising: (1) a list of all Assets eligible for transfer to the Bank; and (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be 7.2 Within 1 (one) month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the "Required Assets"), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer. 7.3 In the event that the Required Assets are not located on Bank premises:	As understood the transfer of any telecom assets / equipment are envisaged under this tender . The clause may be made as not applicable or to be clarified accordingly	The contents of RFP is self-explanatory
161	143	1. Definitions and Interpretation	1.1.12 "GDPR" means EU General Data Protection Regulation 2016/679.	We request that the reference of foreign laws to be deleted as the Services provided by the Bidder are not required to be complied with such foreign laws .	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
162	147	3.8 Audit Rights:	The Processor shall make available to State Bank of India and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing State Bank of India, its Client, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice, in relation to the Processing of Personal Data by the Processor.	We request to clarify that any compliance with respect to these provisions shall be limited vto the extent it is mandatorily required to be complied as per applicable laws .	The contents of RFP is self-explanatory
163	177	APPENDIX-P : DATA PROCESSING AGREEMENT		We request that we do not involve in data processing as per the applicable Indian laws . Considering the nature of services we request that the same may be made not applicable . In any event as soon as the commencement of DPDP Act is notified and effective the Bidder will be complying with the same in letter and spirit .	Data Processing Agreement will be executed with all successfully selected bidders.
164	177	1. Definitions and Interpretation:	1.1.2 "Controller" has the meaning given to "data controller" in the UK Data Protection Act 1998 and "controller" in the General Data Protection Regulation (as applicable). 1.1.10 "EEA" means the European Economic Area. 1.1.12 "GDPR" means EU General Data Protection Regulation 2016/679.	We request that the reference of foreign laws to be deleted as the Services provided by the Bidder are not required to be complied with such foreign laws .	No change in existing clause
165		Additional Query		We request to clarify that (a) All regulatory compliances mandatorily required to be complied by Bank as a user services shall be assumed by Bank . (b) Bank shall assume responsibilities for any content / data provided by bank for its accuracy, correctness and completeness . (c) in case the services requires delivery of deliverables in any other jurisdiction , Bank shall assume compliance with respect to the same to the extent applicable to the user of Services .	No change in existing clause
166	51	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA 18	Bidder should have https API method to receive SMS from the Bank and submit Delivery report back to the Bank.	Is the solution only limited to HTTPS API, or is there a provision for SMPP (Short Message Peer-to-Peer) as well?	The contents of RFP is self-explanatory
167	67	Scope of Work and Payment Schedule / Description of Services	xvii )Retry of all failed SMSs and the SMSs for which delivery acknowledgement is not received from the telecom operator for at least 3 times during the SLA time. E.g. if initial submission of particular SMS is with Airtel and the SMS got failed or DLR is not received during SLA time, then retry should be with Vodafone-Idea (VI) or Tata, etc.	Duplicate Message Concern & Cost Impact: If the DLR (Delivery Receipt) is received at the SLA time (considering 50 seconds configuration on the network), there is a risk of duplicate messages reaching the customer, which could increasecosts.Operator switching impacts the costing.	The contents of RFP is self-explanatory



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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
168	131	ANNEXURE-E / PENALTY FOR NON PERFORMANCE OF SLA Penalties	A) Penalty for fall in success Rate:	Proposed Clause Amendment: High Priority: 96% Transactional: 94% Informative: 85% Promotional: 65%	No change in penalty clause for SMS services
169				For Promotional and Informative messages, delivery success heavily depends on the bank's database and the network availability of the end customer. Therefore, we request you to consider a delivery success rate of 65% for Promotional and 85% for Informative messages.	No change in penalty clause for SMS services
170	51	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA Bidder's Eligibility Criteria	14. The bidder should be satisfying below criteria in case they wish to participate in RCS services of RFP:i. Onboarded for RCS services in at least 02 BFSI client.	We have an in-house setup for RCS (Rich Communication Services) with sufficient platform capacity to handle 1,000 TPS (Transactions Per Second) for RCS messaging.  As the RFP specifies experience with BFSI (Banking, Financial Services, and Insurance) customers, we request a relaxation where experience with any two enterprise customers should be accepted, or alternatively, one BFSI and one Private / Government customer.	Please refer to Corrigendum II.
171			i. References with following details for each bank to be provided: • Name of the organization • Address of organization • Name of the official • Contact number of official • E-mail Id of official • Letter from telecom operator mentioning contract details of RCS.		
172	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA Bidder's Eligibility Criteria	5. Bidder should have experience of minimum 05 years in providing the Services (except WhatsApp and RCS).	Certain clients do not issue a "User Acceptance Report." In lieu of this, we propose submitting invoice copies, Purchase Orders (POs), or Chartered Accountant (CA) certificates to establish that the services are running properly and payments are being made.	No change in existing clause
173			Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.		Please refer to Corrigendum II.
174	52	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA Bidder's Eligibility Criteria	20. Bidder should be able to provide services to at least 300 VMNs and be able to provide and integrate new VMNs and short code in the Bank's name as and when required.	Clarification on VMN (Virtual Mobile Number) Requirement:The RFP mentions the requirement for 300 VMNs. Could you please elaborate on this? How many VMNs is the bank currently using?Should the existing VMNs be carried forward, or is this for a fresh integration?	The details will be provided to the selected bidder
175	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA Bidder's Eligibility Criteria	12.The bidder should be satisfying below criteria in case they wish to participate in domestic SMS services of RFP: i. Tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of them. ii. Processing monthly volume of at least 240 crore and 1.50 crore of Push SMS and Pull SMS respectively.	Amendment Request for Domestic SMS Clause: Proposed amendment: "Copy of domestic SMS (separately for Push and Pull) invoices for the last three months." In	Query not clear
176	51	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA Bidder's Eligibility Criteria	12. The bidder should be satisfying below criteria in case they wish to participate in international SMS services of RFP: i. Tie up with minimum 02 operators / SMS delivery partners per country and be able to delivery SMSs allover-the-globe. ii. Processing monthly volume of at least 50 Lakh of international Push SMS.	Amendment Request for International SMS Volume Clause:Clause requiring Delivered of at least 25 lakh of international Push SMS per month.We request a relaxation here, as international traffic delivery varies case by case. Invoices only showcase delivered counts, not the total executed (pushed) counts.Proposed Amendment:"Copy of International SMS (separately for Push and Pull) invoices." These invoices should include separate line items for the last three months. If invoices have not been raised due to count confirmation, can we provide previous month's invoices?	Please refer to Corrigendum II.

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
177	59	APPENDIX-C TECHNICAL & FUNCTIONAL SPECIFICATIONS Technical & Functional Specifications	iv. Fixed 6-digit alpha characters sender Ids should be supported for domestic and international OTP, Transactional and Informative SMSs. Support for 6-digit numeric sender id for Promotional SMSs. DLT regulation should be regularly followed.	For Interantional SMS delivery sms delivery with sender is varies on country to country basis	Please refer to Corrigendum II.
178	60	APPENDIX-C TECHNICAL & FUNCTIONAL SPECIFICATIONS Technical & Functional Specifications	viii. The bidder should have the facility of online filtering of the DND numbers for promotional messages	As all we know DLT is in place and after the DLT implenation DND filtration is taking care by Operator (DLT platform) instead of aggregators.	Please refer to Corrigendum II.
179	66	10	Migrate the journeys of WhatsApp banking services presently live with existing vendor partner to its own platform.	How many banking services are active with bank as of now ?	The details will be provided to the selected bidder
180	83	E	<98% up to 96% 1% of the monthly bill of the respective month	Meta purposely reducing delivery rate of marketing messages these days to mitigate the chances of spamming, Request you to consider only utility/service messages under this penalty. Remove marketing messages out from this clause.	Please refer to Corrigendum II.
181	76	viii	The bidder should have the facility of online filtering of the DND numbers for promotional messages.	TRAI has stopped providing the database for the DND numbers, so the filtration will not be possible. Will request the entity to remove the clause.	Please refer to Corrigendum II.
182	76	x	The bidder should have a configurable retry mechanism at least 3 times to deliver the messages within the defined SLA.	Please clarify here in the clause Retry mechanism is only applicable for OTP messaging or for Non-OTP messaging as well.	It is applicable for all types of messaging services
183	48	5. Bidder should have experience of minimum 05 years in providing the Services (except WhatsApp and RCS).	Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.	Only one document is required or a set of these documents. Please elaborate exactly which document will be found sufficient.	Please refer to Corrigendum II.
184	50	The bidder should be satisfying below criteria in case they wish to participate in domestic SMS services of RFP: i. Tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of them. ii. Processing monthly volume of at least 240 crore and 1.50 crore of Push SMS and Pull SMS respectively.	i. Copy of valid agreement / contract should be provided, along with the confirmation on letter head of the telecom operators. ii. Copy of domestic SMS (separately for Push and Pull) invoices of last 03 months along with summary in following format should be submitted.	Please confirm whether this requirement is pertaining to a single client or combined volume managed by aggregator/ bidder is required?  Kindly clarify.	Combined volume will also be considered. Please refer to Corrigendum II.
185	82	Penalties	A) Penalty for fall in success Rate: Success Rate** with respect to various categories is expected as per the below table: S. No. Category Delivery % 1. High Priority 98.0 2. Transactional 94.0 3. Informative 90.0 4. Promotional 85.0 5. WhatsApp/RCS 98.0	We assume delivery success rate will be counted after excluding following standard errors: Mobile Inbox is Full, Number Not Found, Mobile Switch Off, Blacklist Subscriber, Sender ID Rejected, MSISDN in DND etc. full list will be shared along with the final responses.	Failure due to any reason will not be part of success rate.

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
186	48	3	The Bidder must have an average turnover of minimum Rs. 500 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22.	Since the multiple bidders would be selected as per L1,L2, L3 The Average turnover should be re-considered to lower value like 120Cr to 175 Cr. Lowering the turnover requirement would allow more competitive bids	Please refer to Corrigendum II.
187	50	11	The bidder should be satisfying below criteria in case they wish to participate in domestic SMS services of RFP: i. Tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of them. ii. Processing monthly volume of at least 240 crore and 1.50 crore of Push SMS and Pull SMS respectively.	Copy of domestic SMS (separately for Push and Pull) invoices of last 03 months along with summary in following format should be submitted. Month Organization Invoice No. SMS Count	Query not clear
188	50	13	The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP: i. Implemented WhatsApp Banking Solution in India in at least 02 Schedule Commercial Banks and/or Foreign Banks having presence in India.	The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP: i. Implemented WhatsApp Banking Solution in India in at least 02 Schedule Commercial Banks and/or Foreign Banks having presence in India and/or with atleast two enterprises with operations in India.	Please refer to Corrigendum II.
189	51	14	The bidder should be satisfying below criteria in case they wish to participate in RCS services of RFP: i. Onboarded for RCS services in at least 02 BFSI client. ii. Certificate of partnership from Google and leading telecom operator for providing RCS services.	We have just started our RCS services and would request for relaxation in this criteria.	Please refer to Corrigendum II.
190	59	iii.	The API should support the encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES and upcoming algorithm in future.	We are using TLS 1.2 at trasmission for security protocol. Does this suffice the requirement.	The contents of RFP is self-explanatory
191	60	viii.	The bidder should have the facility of online filtering of the DND numbers for promotional messages.	DND filtration happens at the telecom Operator platform	Please refer to Corrigendum II.
192	60	xiv.	The bidder should have a ticketing mechanism for logging and tracking all the complaints raised by the Bank.	If customer is looking for tracking interface or just need staus updated for the tickets raised	The contents of RFP is self-explanatory
193	61	xvii.	If the Bank desires a dedicated connectivity with the bidder's infrastructure, bidder will have to provide the same through leased lines, at no extra cost to the Bank. The leased lines will have to be taken from at least two established service providers and line from each service provider should be capable of handling the entire load.	Is SBI looking for VPN connectivity between the service provider and SBI Bank infrastructure. What would be the perpose of the lease line?	The contents of RFP is self-explanatory

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
194	61	xviii.	such as website / portal / tool for generation of MIS reports and also for showing the current status of messages for the entire contract period. The MIS report should have the following minimum fields: a. Message Category b. Operator c. Circle d. National e. Sender Name/ID f. Date/time of message received at bidder. g. Date/time of message sent to the operator. i. Status of each message j. Status / Error code and description k. Download facility for country wise SMS	Would it be accepted to the bank if we provide the required data over SFTP for archival as online portal can keep the data for a certain period only	The contents of RFP is self-explanatory
195	65	iii.	Migrate the services and configurations of Incoming (Pull) SMS and Missed call over Virtual Mobile Numbers (VMNs) and short code from existing vendor partner to its own platform.	Would SBI provide support in migrating the existing numbers from old vendor to the new service provider	The details will be provided to the selected bidder
196	65	vi.	In case of Incoming Calls, Customer will give a call from his/her mobile number to the designated virtual mobile number for services like Available Balance, Last five Transaction etc., as decided by the Bank. The bidder's solution should be able to send the mobile number and other relevant details to the Bank's server in designated standard messaging format via API Interchange.	Business incoming calls, are we referring to the missed call solution? Is there going to be an multilevel IVR with DTMF input for the customer interaction or just via missed call all the data will be sent ?	The contents of RFP is self-explanatory
197	65-66	viii.	able to design and integrate the journey/content (interactive) as per Bank's requirement. Interactive sessions with the user need to be managed by the bidder. Bank will also push RCS messages to the bidder through API interchange method and bidder will further deliver the message to the intended mobile number. Its delivery report for each journey should be immediately routed to the Bank by the bidder. Bidder should also register the Bank's identified sender id (name) under Bank's entire ownership for delivering RCS messages. Bidder should provide all types of RCS and RBM (RCS Business Messaging) such as Basic, Interactive, Rich Content, etc. In situation, where RCS messages failed to deliver to customer mobile handset, the bidder should be able to route them through SMS channel at the Bank's discovered rate of the respective category. SLA timelines of such SMS would start from the time it is triggered from bidder's platform and shall abide all the terms of respective SMS category.	Referring to design and journey content, Is SBI referring to automated interaction like chat bot on RCS?	Selected bidder is required to create bot for the Bank. The requirement for creation of bot will be discussed with the selected bidder by respective team of the Bank. Any additional cost will be negotiated with the selected bidder during the material time.

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
198	66	ix.	In case of WhatsApp message, bidder should be able to design and integrate the journey/content (interactive) as per Bank's requirement. Interactive sessions with the user need to be managed by the bidder. Bank will also push WhatsApp messages to the bidder through API interchange method and bidder will further deliver them to the intended WhatsApp handle of the customer. Its delivery report should be immediately routed to the Bank by the bidder. Bidder should also register the Bank's identified sender id (name)/VMN under Bank's entire ownership for delivering WhatsApp messages. In situation, where WhatsApp messages failed to deliver to customer mobile handset, the bidder should be able to route them through SMS channel at the Bank's discovered rate of the respective category. SLA timelines of such SMS would start from the time it is triggered from bidder's platform and shall abide all the terms of respective SMS category	Referring to design and journey content, Is SBI referring to automated interaction like chat bot on Whatsapp?	Selected bidder is required to create bot for the Bank. The requirement for creation of bot will be discussed with the selected bidder by respective team of the Bank. Any additional cost will be negotiated with the selected bidder during the material time.
199	66	xiii.	arrangement with solution providers for WhatsApp services and RCS to ensure that no critical or sensitive data of the Bank is stored in their Data centers. The data should be deleted immediately after the processing of the same has been completed. The mentioned service providers should ensure that data of the Bank stored for a temporary period (if any) for processing is securely stored with cryptographic controls. Data Security related security controls implemented by the solution provider should be provided to the Bank in the form of certificate by a CERT-In empaneled Information Security consultant or SOC2 Type2 report. The bidder and the solution providers shall notify SBI without undue delay upon them becoming aware of a Data Breach or Security incident involving Bank's data. Bidder shall have back-to-back arrangement in place regarding the same with the Solution Providers involved in processing/storing/transmitting Bank's data.	Logs/data are stored at Bidders database for various purposes like billing however same would be encrypted on rest and purged/archived after certain duration. Does this comply to SBI requirement.	The contents of RFP is self-explanatory
200	69	8	i. Service to be https with TLS enabled, with minimum TLS 1.2. ii. All security patches updated. iii. Supported versions of Middleware and associated software (preferably n-1) iv. Role based access to the Bank's data. v. No data sharing without written approval from the Bank. vi. Allocation of separate and dedicated infrastructure for processing of Bank's message.	1. Is SBI expecting any middleware to be provided by the Bidder. 2. Is SBI looking for an On premises Solution. 3. bidder is providing solution through multi tenant platform hosted on Cloud with separate account and credentials for SBI. Does this comply to the SBI requirement.?	1. No middleware is required to be provided by the Bidder. 2. SBI is not looking for any On premise solution. 3. The terms of RFP may be referred.

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
201	70	11	No storage of mobile number and text at the bidders' premises. Confirmation of the same is to be submitted, to the Bank, on quarterly basis on the company letter head duly signed by CTO or CISO or equivalent designatory. SMS logs (other than mobile number and text) should be preserved at the bidder's location for the entire contract period. It should be made available on their dashboard as well.	Logs/data are stored at Bidders database for various purposes like billing however same would be encrypted on rest and purged/archived after certain duration. Does this comply to SBI requirement.	The contents of RFP is self-explanatory
202	3	Earnest Money Deposit	Rs. 2,00,00,000/- (Rupees Two Crore only) thru Bank Guarantee with validity of 180 days	EMD is too high. Can the value be reduced to 25 lacs	No change in existing clause
203	13	viii. The EMD may be forfeited	viii. The EMD may be forfeited (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or	This clause is too harsh. Looking at the high value of EMD being forfeited because of this reason, request removal of this clause	No change in existing clause
204	16	3. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA)	i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.	Whatsapp prices are subject to change as per Meta policy whereas Bid validity required is 6 months  Also the price for whatsapp is dependent on Meta's pricing policy and request SBI to delete this clause for Whatsapp; else link it to Meta's pricing policy changes	No change in existing clause
205	22	CONTRACT AWARD CRITERIA FOR INCOMING (PULL) SMS, MISSED CALL, WHATSAPP MESSAGE SERVICES AND RCS MESSAGING SERVICES	x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.	Any such instance to be highlighted by Purchaser to Supplier in advance and provide sufficient time or cure period to Successful Bidder for due validation & resolution therefrom.  Bidder shall give agreed service (as per its standard SLA matrix) to SBI on account of service related issue / downtime, in the subsequent invoice	No change in existing clause
206	14	11. BID PREPARATION AND SUBMISSION:	(g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.	POA copy can be provided.  Board Resolution being an an internal document of the organisation, cannot be provided	No change in existing clause
207	23	18. POWERS TO VARY OR OMIT WORK:	i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder	Second sentence of this provision - Any modifications / edits / changes in the contract shall be done in writing by mutual consensus of both the Parties	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
208	27	31. LIMITATION OF LIABILITY:	iii. The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third- party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider; (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations; (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	The unlimited liability as mentioned in this provision on Bidder in case losses are caused to the Client by Bidder's acts under the 4 instances mentioned herein is not agreeable. Request SBI to revisit this clause	No change in existing clause
209	33	33. LIQUIDATED DAMAGES	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Service provider shall not be responsible for the delays NOT attributable to service provider.  Any delay due to reasons not in control of service provider should not be considered as delay and no penalty shall be applicable for the same.  Request SBI to consider the same.	No change in existing clause
210	34	35. CODE OF INTEGRITY AND DEBARMENT/BANNING	Entire Clause	Request SBI to share Code of Integrity	The contents of RFP is self-explanatory
211	38	36. TERMINATION FOR DEFAULT:	36. TERMINATION FOR DEFAULT:	Both Parties shall have the right to terminate by giving 30 days notice to the other	No change in existing clause
212	38	38. TERMINATION FOR INSOLVENCY:	38. TERMINATION FOR INSOLVENCY:	Both Parties shall have the right to terminate on the grounds of insolvency of the other Party by giving 30 days notice	No change in existing clause
213	40	39. TERMINATION FOR CONVENIENCE:	39. TERMINATION FOR CONVENIENCE:	In case the Client decides to terminate for convenience and / or without any cause during the Lock-in-Period, it shall be subject to Exit Charges.	No change in existing clause
214	40	43. TAXES AND DUTIES:	43. TAXES AND DUTIES:	Any upward changes in the price due to change in the taxes and levies should be considered by the Bank	No change in existing clause
215	48	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	4. The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.	The Bidder should be profitable organization on the basis of EBIDTA for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.	No change in existing clause
216	49	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	7. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required)	Request to change this clause to only the list of clients. This is mainly since the telecom companies have Non Disclosure Agreements with their customers	No change in existing clause
217	49	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	8. Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Such information cannot be shared being a public limited organization. Hence request removal of this clause. However any such instance are being handled by the organization appropriately until disposal.	No change in existing clause
218	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	11 i. Copy of valid agreement / contract should be provided, along with the confirmation on letter head of the telecom operators	This clause maybe applicable for telemarketers. This clause is not applicable for Telecom Operators since telecom operators wor on Unified / Class A license issued by DOT. Request consideration by SBI	POA proof is required to be submitted

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
219	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	11. ii. Copy of domestic SMS (separately for Push and Pull) invoices of last 03 months along with summary in following format should be submitted.	This is a huge task.  However a self certification can be provided on Bidder's letterhead that total approx 3 billion traffic carried per month.  Request reconsideration on this clause by SBI.	No change in existing clause
220	50	APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	13 i. Implemented WhatsApp Banking Solution in India in at least 02 Schedule Commercial Banks and/or Foreign Banks having presence in India.	Request SBI to consider Whatsapp orders in enterprise segement in lieu of Whatsapp Banking Solutions / NBFC	Please refer to Corrigendum II.
221	93	3.4 Payments	3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith, and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty-one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.	Withholding / deduction and setting off of the payments by the Client unilaterally is not agreeable. Request SBI to intimate any such instance beforehand to bidder and provide sufficient time to rectify and present its case.	No change in existing clause
222	70	12. Payment Terms	ii. No payment will be made for the messages which failed to deliver to mobile handset for whatsoever reason. (Page no 70)	The Delivery of a message is dependent on various factors like availability of the number, if the subscriber has continued the number, availability of the Network or strenth of Network at time of delivery of SMS, handset issue of Customer. These factors are not in control of Bidder. Hence request removal of this clause	No change in existing clause
223	94	3.5 Bank Guarantee and Penalties	3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in Annexure-E in respect of any delay beyond the permitted period in providing the Services.	Any delay due to reasons not in control of service provider should not be considered as delay and no penalty is applicable for the same.	No change in existing clause
224	104	INTELLECTUAL PROPERTY RIGHTS	12.3 Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims	Request removal of this clause, since there are no defined scneario's and service provider cannot take responsibility in entirety which Is not entirely under its scope	No change in existing clause



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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
225	105	13 INSPECTION AND AUDIT	13.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and Services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any	Inspection and audit of Service Provider is not agreeable and not in scope, since service provider is in a business of telecom services and is not liable for any audit as mentioned in the said clause. Hence Request removal of this clause	No change in existing clause
226	106	14. CONFIDENTIALITY	14.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.	For the kind of services provided under this arrangement, Will TTL be receiving any information from the Client relating to infrastructure and Applications (including designs and processes)	Bank will not share its internal documents
227	110	16. TERMINATION	16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:	Both Parties shall have the right to terminate by giving 30 days notice	No change in existing clause
228	110	16. TERMINATION	16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	(i) Both Parties shall have the right to terminate for convenience and without cause by giving 30 days notice; (ii) In case the Client chooses to terminate for convenience / without cause during the Lockin-Period, it shall be subject to Exit Charges	No change in existing clause
229	110	16. TERMINATION	16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.	There is a sentence in this provision which states that "Service Provider shall be liable to the Bank for any increase in costs for such similar Services" - this is not agreeable. Request removal of this clause	No change in existing clause

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
230	110	16. TERMINATION	16.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:	Both Parties shall have the right to terminate on the grounds of insolvency by giving 30 days notice	No change in existing clause
231	26	27 LIMITATION OF LIABILITY	(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider; (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;	This clause shall be applicable to both the parties	No change in existing clause
232	117	23. GENERAL TERMS & CONDITIONS	23.1 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.	No publicity without the other party's written approval shall be applicable on both the Parties	No change in existing clause
233	122	5. Performance Requirements	WhatsApp/ RCS   Within 15 seconds   (0.25)	We request to amend this clause as Tata as a BSP of Meta can only guarantee message submission. Messages delivery have certain conditions from meta as mentioned below 1) marketing - meta has multiple checks 2) Utility - we can not guarantee if customer blocks the messages and templates goes on pause we cannot guarantee users internet. We request basis above to remove the corresponding Penalty clauses to guarantee messages delivery 15 seconds	Please refer to Corrigendum II.
234	Page 54 of 193	APPENDIX-B1: SECURITY CONTROLS Point-8	Whether Bidder has deployed secure production, disaster recovery and testing environment for their application. Evidence of a Secured DR Site at different location(s).	Disaster recovery is it a mandatory point, as we currently don't have it, we have a redundant infrastructure as a fall back mechanism	The contents of RFP is self-explanatory
235	Page 59 of 193	APPENDIX-C TECHNICAL & FUNCTIONAL SPECIFICATIONS Point-v.	Aggregators should have tie up/arrangements with multiple telecom operators for outbound messages across the country and globe.	TTSL is itself a Telecom Service Provider, whose core infra is already interconnected with all Telecom Service Providers in India to deliver Telecom services as per TRAI norms. Request SBI to consider & comment.	POA proof is required to be submitted by telecom operator
236	Page 61 of 193	APPENDIX-C TECHNICAL & FUNCTIONAL SPECIFICATIONS Point-xvii.	If the Bank desires a dedicated connectivity with the bidder's infrastructure, bidder will have to provide the same through leased lines, at no extra cost to the Bank. The leased lines will have to be taken from at least two established service providers and line from each service provider should be capable of handling the entire load.	Not Applicable as TTSL is service provider & our platform is hosted on cloud. Also our API's works over Internet with Customer's India based Public IP whitelisted at TTSL end. Kindly provide acceptance	No change in existing clause
237	Page 65 of 193	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE 1. Description of Services Point-i.	Receive messages from the Bank, generate unique message id for each SMS and deliver each SMS to intended mobile numbers across the country and globe. In case of WhatsApp and RCS message, appropriate error code should be responded in same http request for mobile numbers not supporting the OTT messages.	Is the customer looking for a single channel/ UI for all services like SMS/WABA/RCS etc	The contents of RFP is self-explanatory
238	Page 65 of 193	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE 1. Description of Services Point-iv.	Provision and integration of new Keywords, VMNs for Pull SMS and Missed Call in the Bank's name for domestic and international usages, as and when required by the Bank. In no circumstances the traffic landing on the allotted VMNs and short code will be shared to other entities. The required number must be procured on Bank's name.	Does the service provider mandatorily needs to have PULL sms and international sms service	Bidders are free to participate in any of the services as per their eligibility criteria.

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S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
239	Page 65 of 193	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE 1.Description of Services Point-v.	Migration of existing VMNs and short codes on Bank's name, wherever it is third party's ownership.	Customer is expecting that the existing VMN numbers should be migrated to the new service provided, is it mandatory as we wont be able to cater to that ask	The contents of RFP is self-explanatory
240	Page 65 of 193	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE 1.Description of Services Point-vi.	In case of Incoming Calls, Customer will give a call from his/her mobile number to the designated virtual mobile number for services like Available Balance, Last five Transaction etc., as decided by the Bank. The bidder's solution should be able to send the mobile number and other relevant details to the Bank's server in designated standard messaging format via API Interchange.	Customer has stated VMN, however we offer CRS with a 1800 number, is it ok	The contents of RFP is self-explanatory
241	Page 67 of 193	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE 1.Description of Services Point-xv.	The bidder should have tie-up / integration with all the Telcos operating in the country and globe.	TTSL is itself a Telecom Service Provider, whose core infra is already interconnected with all Telecom Service Providers in India to deliver Telecom services as per TRAI norms. Request SBI to consider & comment.	Response already provided in above similar query
242	Page 67 of 193	APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE 1.Description of Services Point-xvii.	Retry of all failed SMSs and the SMSs for which delivery acknowledgement is not received from the telecom operator for at least 3 times during the SLA time. E.g. if initial submission of particular SMS is with Airtel and the SMS got failed or DLR is not received during SLA time, then retry should be with Vodafone-Idea (VI) or Tata, etc.	TTSL is itself a Telecom Service Provider, whose core infra is already interconnected with all Telecom Service Providers in India to deliver Telecom services as per TRAI norms. TTSL will use their own retry mechanism on SMSC as per global retry policy. Request SBI to consider & comment.	Response already provided in above similar query
243		General Query	Onboarded for RCS services in at least 02 BFSI client. References with following details for each bank to be provided: [Name of the organization  Address of organization   Name of the official   Contact number of official   E-mail Id of official   Letter from telecom operator mentioning contract details of RCS.]	Request SBI to delete this condition, as all of our services are backed with the requisite SLA's	Response already provided in above similar query
244		General Query	Certificate of partnership from Google and leading telecom operator for providing RCS services. Copy of the Valid Certificate(s) to be provided	Request SBI to consider submission of the certificate prior to award of the Order for RCS	Please refer to Corrigendum II.
245	48		The Bidder must have an average turnover of minimum Rs. 500 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22..	Kindly allows relaxation for MSMEs registered under MSMES Act 2006 and Startups with DPIIT" (Department for Promotion of Industry and Internal Trade)	No change in existing clause
246	Page 18 of 193	point iv of EVALUATION OF PRICE BIDS AND FINALIZATION	The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.	Will bank do multiple reverse auction for different services or one single reverse auction for all services. As suppose if any bidder wish to participate for one services and other bidder wish to participate for all services then there will be rate discrepancy in total rate as Bidder1 quote the value for one services in auction while other bidder quote for all services. How bank will evaluate the same ?	Reverse auction will be conducted separately for each services. Further, WhatsApp and RCS will be on TCO basis.

**Ref: SBI/GITC/Platform Engineering-II/2024/2025/1216 Dated: 11/10/2024**

S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
247	Page 48 of 193	point 3 of APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	The Bidder must have an average turnover of minimum Rs. 500 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22.	<p>1.As per the RFP the total estimated quantities against the Domestic SMS are approx. 49950 Crore SMS for the duration of 5 years and as per the current value in which the SBI is working with other Bidders i.e. @ 3.9 Paisa per SMS makes the estimated value for the Domestic SMS of Approx. INR 1949 Crore with revenue generation of INR 389.6 Crore per year.</p> <p>2.Since the Bank intends to onboard three bidders against the services of DOMESTIC PUSH SMS, with ratios of 50:30:20 than why Bank is requiring equal turnovers from all bidders?</p> <p>3.Furthermore, if the Bank decides to award the contract to three bidders, the revenue allocation would be ₹194.8 crore, ₹117 crore, and ₹78 crore for the L1, L2, and L3 bidders, respectively on yearly basis. Again, a ₹500 crore turnover requirement for financial capability appears excessive under these circumstances.</p> <p>Therefore requesting you to kindly modify this clause to: The Bidder must have an average turnover of minimum Rs. 150 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22.</p>	Please refer to Corrigendum II.
248	Page 50 of 193	point 13 of APPENDIX-B : BIDDER'S ELIGIBILITY CRITERIA	<p>The bidder should be satisfying below criteria in case they wish to participate in WhatsApp services of RFP:</p> <p>i. Implemented WhatsApp Banking Solution in India in at least 02 Schedule Commercials Banks and/or Foreign Banks having presence in India.</p> <p>ii. Certificate of partnership (Business Service Provider- BSP) from Facebook/WhatsApp/Meta for providing WhatsApp banking and push message services which is valid during RFP period.</p>	<p>Requesting you to kindly modify the requirement as per below suggestions:</p> <p>i. Requesting you to kindly consider ongoing project of WhatsApp services in government/ Semi-government/ PSU organizations as well. This will increase the wider participation and more competitive bids.</p> <p>ii. We also request you to kindly modify the existing clause requiring a Certificate of Partnership (Business Service Provider – BSP) from Facebook/WhatsApp/Meta for providing WhatsApp banking. The requirement should be revised to include a Certificate of Partnership from either a Business Service Provider (BSP) or a Technology Service Provider (TSP) from Facebook/WhatsApp/Meta, as both BSPs and TSPs are authorized partners of Meta to provide WhatsApp banking solutions. This change will encourage more competitive bids for WhatsApp banking.</p>	Please refer to Corrigendum II.
249	Page 53 of 193	point 3, of APPENDIX-B1: SECURITY CONTROLS	For organisations with ISO27001, PCI-DSS, SOC1, SOC2 certification, relevant certification with validity periods needs to be produced.	<p>As per our Security team we have come to know that the PCI-DSS certification is required only when we have to save the customers card or other details. Since as per the scope, the bidder doesn't need to save any customer details we believe this certificate is not required from the bidder.</p> <p>Therefore requesting you to kindly remove the Certificate from Security Controls.</p>	PCI-DSS certification is not relevant for this RFP.
250	Page 57 of 193	point 34, of APPENDIX-B1: SECURITY CONTROLS	Whether proper log generation, storage, management and analysis happens for the Bidder's application (including DFRA & access logs).	Will Bank provide the SAN for storage purpose or bidder has to use there own for storage purpose.	Bidder has to use their own storage
251	Page 66 of 193	point xii of APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	The solution should have AI & NLP capabilities to perform context aware analysis of Customer's Query and send the same to Bank's middleware in required format for processing.	In this Data will be required to train the bot on the customer queries.	The details will be provided to the selected bidder
252	Page 67 of 193	point 2 of APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE	Help Desk Requirements	Kindly confirm is there any requirement of Onsite Support or remote/virtual support will be enough ?	Onsite support is not required.

**Ref: SBI/GITC/Platform Engineering-II/2024/2025/1216 Dated: 11/10/2024**

S.N.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response																		
253	Page 78 of 193	APPENDIX-G : CERTIFICATE OF LOCAL CONTENT	Counter-signed: OEM	Please confirm in case of Domestic SMS who will be the OEM whether Aggregator/ telemarketer itself or the operator ?  Or confirm who is the OEM for WhatsApp and RCS services ?	Please refer to Corrigendum II.																		
254	Page 82 of 193	APPENDIX-I : PENALTIES	Penalty for fall in success Rate	in success rate calculation. The below error codes have to be considered as delivered as the data is from Client's end and the delivery is dependent on the quality of the data provided from client's end and if the mobile number is not active then the delivery will not be completed.  Further, If the template registered and the content sent is not matching, template id is incorrectly added or variable input is exceeding 30 characters then the messages will fail. So that error codes must be considered as delivered. The error codes and the reasons:  <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Error codes</td> <td style="text-align: center;">Reasons</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Unknown</td> </tr> <tr> <td style="text-align: center;">Subscriber</td> <td style="text-align: center;">Service not</td> </tr> <tr> <td style="text-align: center;">17</td> <td style="text-align: center;">provisioned</td> </tr> <tr> <td style="text-align: center;">19</td> <td style="text-align: center;">Barred call</td> </tr> <tr> <td style="text-align: center;">49</td> <td style="text-align: center;">subscriber</td> </tr> <tr> <td style="text-align: center;">65</td> <td style="text-align: center;">Busy</td> </tr> <tr> <td style="text-align: center;">Error in equipment</td> <td style="text-align: center;">Protocol</td> </tr> <tr> <td style="text-align: center;">1555</td> <td style="text-align: center;">Invalid</td> </tr> </table>	Error codes	Reasons	1	Unknown	Subscriber	Service not	17	provisioned	19	Barred call	49	subscriber	65	Busy	Error in equipment	Protocol	1555	Invalid	Response already provided in above similar query
Error codes	Reasons																						
1	Unknown																						
Subscriber	Service not																						
17	provisioned																						
19	Barred call																						
49	subscriber																						
65	Busy																						
Error in equipment	Protocol																						
1555	Invalid																						
255	Page 82 of 193	APPENDIX-I : PENALTIES	Penalties for delay in integration of solution- In case bidder is not able to integrate the solution within stipulated period of One (01) Month from the date of Bank's site / infrastructure is ready, a penalty of Rs.50,000/- per day subject to a maximum of Rs.20,00,000 (Rupees Twenty Lacs Only) will be imposed.	Requesting you to kindly provide minimum 60 days time for the integration of the solution. Also kindly not consider the delay from Bank's end against integration.	No change in existing clause																		
256		Additional Information Required	Annexure-A, B, D, G, J and Appendix-K, P and Schedule-2 and 3	We believe that we don't have to submit the mentioned annexures, appendix along with technical bid. Kindly provide confirmation on the same.	Bidder has to provide confirmation on all clauses mentioned in the RFP.																		
257		Additional Information Required	Data Retention	What is data retention period. Also confirm the data retention policy.	Message content and mobile numbers must be deleted immediately after processing the API request with telecom operator. The rest of SMS related logs are required to be preserved for entire contract period.																		
258		Additional Information Required		Please confirm for how many days the data needs to be on live server i.e. at UI/UX	Data should be accessible to the Bank for entire contract period.																		