

RFP REF NO: SBI:CPCOP:2025-2026/01 DATED 03.06.2025
BANK'S RESPONSE TO PRE-BID QUERIES SUBMITTED BY BIDDERS

Sl. No.	Page No.	Clause No.	Clause Description	Query	Response
1	2	6	Bid Submission Date - 24th June	Request to please extend the bid submission date by at least 15 days	No change in RFP Terms and Conditions.
2	3	12	EMD - 52 lacs	Request to reduce the EMD amount to Rs. 25 Lacs. Considering standard calculation process of GEM portal or any NIC portal tenders	No change in RFP Terms and Conditions.
3	3	13	PBG - 2 Cr.	Request to reduce the PBG amount to Rs. 1 Cr. Or 2% of deal value whichever is less	No change in RFP Terms and Conditions.
4	10	Scope of Work	Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.	Our understanding is that VPN is not applicable if the solution is through PSTN/Telephony. Please confirm. If SBI want the call through Mobile device, it must specify the SBI App with which the integration needs to happen. Our understanding is that if there is an integration with SBI App, the VPN login access has to be maintained by the relevant SBI app and is out of scope for the Bidder. Does the Bank wants the calls to be made from Laptop/Desktop ? If yes then please specify the SBI internal tool with which the vendor has to integrate (Where Branch employees already have a login) and the Softphone which will be installed in the Laptop/Desktop. Our suggestion is to not have any calls made through laptop/desktop for branch employees. This would make the software complicated with little gain.	No change in RFP Terms and Conditions.
5	14	11. BID PREPARATION AND SUBMISSION:	The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for procurement and implementation of centralised number series (1600xx and 140xx) for the branches and other establishments of the Bank in India in response to the RFP No. SBI:CPCOP:2025-26/01 dated 03.06.2025 Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:	We understand that the Relevant Appendixes (A, B, C, D, F, G, M, N) mentioned here are only to be submitted along with bid with digitally signed. Further we presume that 1 (one) copy of Appendix N - Pre Contract integrity Pact needs to be submitted on non Judicial stamp paper value of 100 Rs. Annexure A to H which are part of Appendix-J Service Level Agreement and Appendix K are not required to be submitted at the Bidding stage. please confirm	The Appendixes A,B,C,D,F,G,M,N are to be submitted at the time of bidding. Stamp duty will be applicable as per State Stamp Act as on date. Annexure A to H are part of Appedix-J (SLA) are to be submitted at the time execution of SLA. Further, a copy of complete RFP document duly signed and stamped is required to be submitted at the time of bid submission, as mentioned in the RFP document as well.
6	21	1. AWARD CRITERIA AND AWARD OF CONTRACT:	The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per Appendix-G from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be.	Since the scope of work under subject contract is PTSN/Cloud telephony service, please review the requirement of Appendix-G Certificate of Local Content as there is no involvement of equipment supply by bidder	No change in RFP Terms and Conditions.

7	27	28	Right to Audit	VIL agrees to right to audit ONLY by the Government & DoT	No change in RFP Terms and Conditions. Bank reserves the right to conduct the audit relating to scope of work. It may include verification of documents submitted for assessing the capabilities of the bidder.
8	27	Right to Audit	The Selected Bidder (Service Provider) shall be subject to annual audit by Reserve Bank of India or any regulatory authority, internal/ external Auditors appointed by the Bank/ inspecting official from the internal/ external Auditors appointed by the Bank/ inspecting official from the 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.	Please clarify the basis of subjecting selected bidder to audit by SBI's regulator viz., Reserve Bank of India ("RBI"). We have been advised that the extent guidelines by RBI on Outsourcing of IT Services will not apply on procurement and implementation of centralized number series for SBI branches and other establishments of SBI, sought under the RFP, as the services being procured under the RFP do not fall in the definition of "Outsourcing of IT Services" which may require you to subject your bidders to RBI audit." Ref: RBI Circular on Master Direction on Outsourcing of Information Technology Services, RBI/2023-24/102 dated 10th April 2023.	No change in RFP Terms and Conditions Since the implementation of solution is to comply with RBI notification dated 17.01.2025. If RBI or any regulatory authority issue any notification to put these services for audit purpose internally(within bank) or externally (Outside bank) or Bank internally brings this under purview of audit, then selected bidder should be facilitate the same. Bank reserves the right to conduct the audit relating to scope of work. It may include verification of documents submitted for assessing the capabilities of the bidder or onsite audit of the premises/infra of the bidder.
9	28	31	LIMITATION OF LIABILITY	Limitation of liability - cannot be the contract value, It should be the maximum aggregate liability of each Party to the other Party in each twelve (12) month period shall be limited to a sum equal to 100% of the aggregate value of all charges paid by the Customer to Vodafone Idea during that period.	No change in RFP Terms and Conditions.
10	40	43	TERMINATION FOR CONVENIENCE:	Request to deleted the clause	No change in RFP Terms and Conditions.
11	54	2	Registration on DLT platform	DLT registration must be carried out by SBI as the Principal Entity, in compliance with the DOT guidelines.	Bidders to ensure their role in facilitating the Bank in the process.
12	54	4	Integration with Bank's SMS delivery gateway	Need clarity on this point on the integration. Approach 1 : Vi required to do Binding with SBI SMPP. Approach 2 : Details to be shared by Vi through API to SBI and the SMS will initiate SMS from SBI SMPP.	SMS Service/ Gateway is being provided by SBI and Bidder is only responsible for API Integration and SMS generation and successful pushing to SBI SMS gateway.
13	54	5	Registration of Headers and SMS templates	As per the DOT guidelines, the registration of SMS headers and templates is required to be carried out by Bank.	Bidders to ensure their role in facilitating the Bank in the process.
14	54	7	Transfer of call recording to the Bank's storage	Assuming the call recording to be pushed to SBI storage location and same not required to be kept at SP end . Request bank to confirm	Call recording would be required to be pushed to SBI storage location.

15	54	8	Providing CNAM (caller name delivery) facility	<p>The CNAM (DOT refers to Caller ID Name Presentation) solution enables the display of the legal name of the calling party to the called party. For this functionality to work effectively, there must be a coordinated handshake between the calling party's telecom operator and the called party's telecom operator.</p> <p>Implementing CNAM involves significant integration efforts and technical complexities within the telecom networks. Given the current state of readiness, we recommend that the bank defer the decision to implement CNAM until all major telecom operators have fully deployed and rolled out the service for commercial use.</p> <p>Once DOT give clear mandate then CNAM will be rollout for all the customers by Default across all the TSP.</p> <p>Hence request bank to remove the clause.</p>	<p>No change in RFP Terms and Conditions.</p> <p>This would be a requirement and can be implemented once DOT give clear mandate.</p>
16	54	Appendix C-4	Integration with Bank's SMS delivery gateway	Our understanding is that the bidder has to integrate with Bank's SMS Gateway. Else SMS cost would be extra.	SMS Service/ Gateway is being provided by SBI and Bidder is only responsible for API Integration and SMS generation and succesful pushing to SBI SMS gateway.
17	55	1.4	All types of statutory compliance of Telecom authorities should be managed and procured by TSP on Bank's behalf.	Please clarify the scope of responsibility for statutory telecom compliances. As per our understanding, the primary responsibility lies with SBI (as the Principal Entity), while the TSP may provide necessary support	The solution provided by the Selected Bidder should cover the essence of RBI notification dated 17.01.2025 and should be in compliance to it.
18	55	1.5	Integration with Bank's SMS gateway	Request bank to provide scope of work and clarity on Integration scope	SMS Service/ Gateway is being provided by SBI and Bidder is only responsible for API Integration and SMS generation and succesful pushing to SBI SMS gateway.
19	55	2.1	Billing should be based on the number of sessions used and for unlimited usage.	We understand that Bank will be paying fix cost for the dedicated no. of channels/Sessions allocated to Bank & there will be no extra usage charges. Please confirm	Payment would be made on the basis of dedicated no. of channels/Sessions used by the bank duing the month. There will be no extra usage charges.
20	55	2.2	Channels / Sessions may be increased to manage the call volume by increasing/decreasing Channels/Sessions as per the future requirements of Bank.	In order to built the backend Infrastrurcture readiness we request SBI to provide a minimum of 60 days' prior notice for any increase or decrease in the number of sessions	No change in RFP Terms and Conditions.
21	55	2.4	Features of Uniform CLI (Caller Line Identification) number	Need clarity	Uniform Display of SBI (name) to the customer who can identify the caller (SBI).
22	55	2.5	Feature in self-care portal to request for upgrade the channels, raise/track service requests, View and pay bills online and view uptime reports.	<p>Kindly consider below points for this clause</p> <p>"1. Bills can be viewed and paid using a separate portal.</p> <p>2. Backend Infrastructure readiness is required circlewise for Channel addition or reduction and hence Requesting SBI to discuss the requirement and then provide 60 days period for upgradation rather raising request on Web UI.</p> <p>3. Uptime reports can be send as mailer to SBI SPOC at month end."</p>	No change in RFP Terms and Conditions.
23	55	3.2	TSP should adhere to DND guidelines.	DND guidelines is applicable only for the 140 (promotional) series.	No change in RFP Terms and Conditions.

24	55	3.3	MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per the requirement of Bank.	We propose that the final report formats and data fields be mutually agreed upon between SBI and the selected bidder.	Final report formats and data fields of MIS reports will be mutually agreed upon between the Bank and selected bidder.
25	55	3.5	Management Interface to change the mapping of DID and real time monitoring of channel/ session usage.	Real time monitoring is with our core Network team who monitors network for all the customers and the same can not be extended to Bank over due to security reasons. Hence request to remove this clause	No change in RFP Terms and Conditions. This is MIS requirement and should be made available to bank when required, on real time basis.
26	55	4.1	Prevention mechanism for misconfiguration.	Need clarity	The bidder should have the prevention mechanism to map the centralised numbers for the purpose it is procured.
27	55	1.2	Integration of tele calling points with the centralised number series	We assume that Telecallers number will be whitelisted at TSP platform for calling. Kindly confirm	Bidders are required to map mobile numbers (which would be used for tele-calling to the customers) with the Centralised Number Series (1600xx and 140xx) procured from TRAI.
28	55	Appendix C- 2.1	Billing should be based on the number of sessions used and for unlimited usage.	1.We are assuming that sessions mean concurrent sessions (call concurrency). 2.The billing will be based on call concurrency of 25,000 as per purchase order with unlimited number of calls/usage. SBI will have a daily update on the max call concurrency achieved each day. 3.Call Concurrency can be increased/decreased as per the tender commercials of per call concurrency.	Please refer page No. 65 of RFP document for details.
29	56	5.3	The selected Bidder should provide access to our Audit Team and undertake to implement the observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation at no extra cost to the Bank. All upgrades/patches/firmware etc. shall be installed by the selected Bidder promptly and at no cost to the Bank. It shall be the responsibility of the selected Bidder to conduct all activities related to such upgrades etc.	VIL agrees to right to audit ONLY by the Government & DoT . Need Clarity	No change in RFP Terms and Conditions.
30	56	5.1	The selected Bidder should ensure complete data privacy and should use private IP addresses only. The Selected Bidder will ensure physical and/or logical segregation of SBI network from that of other networks	We assume that calling will happen over PSTN only hence no question of IP address. Also Data will not be uploaded on TSP platform and recording can be shared real time so no question of data privacy. We will be dedicating the channels for SBI on which no other customer will be allowed. As application is hosted in cloud we will be doing the API integration with SMS gateway of bank and recordings Storage over internet. Request bank to arrange necessary connectivity for API communication.	No change in RFP Terms and Conditions.
31	59		Bidders are required to procure the Centralised number series from TRAI for the Bank as a whole, in compliance with point No.2 (TRAI has allocated specific number series to all the TSPs and TSPs can Allocated the number to PE and TM as per DoT guidelines. Porting is not allowed.	As per the Scope of work of RFP "Bidders are required to procure the Centralised number series from TRAI for the Bank as a whole".

32	61	10	The bidder should have capabilities to send SMS to all GSM/3G/4G/5G handsets including RCS (Rich Communication Services) messages and to all telecom operators available in India and abroad without any exception.	We understand that for SMS, Bank will be using own gateway. Bank gateway should be able to send RCS & All types of SMS. We will help in doing the integration with Bank SMS Gateway.	SMS Service/ Gateway is being provided by SBI and Bidder is only responsible for API Integration and SMS generation and successful pushing to SBI SMS gateway.
33	61	14	Bidders are required to provide onsite/offsite technical support and deploy a dedicated team at each circle level (at present 17 circles of the Bank, may be increased in future) for smooth functioning of solution after implementation of solution regarding tele-calling to customers from all tele-calling points using Centralised Number Series (1600xx and 140xx).	Our solution runs on our mobility network via our Circle based MSCs where the support is already available. No need of dedicated support onsite at LHO.	No change in RFP Terms and Conditions. Dedicated Offsite and On site technical support should be available for each circle.
34	61	11	Should comply with TRAI, RBI and GOI guidelines for sending SMS regarding DLT and DND and it will be bidder's responsibility to follow up with respective operators regarding DLT issues on behalf of bank	SBI has to coordinate with the respective SMS provider to address any DLT issues as SBI is using their own gateway	Bidder to ensure their part while generating and pushing a SMS to Bank's SMS gateway for sending a sms to customer, once call is completed. The bidder to ensure the compliance with DND guidelines.
35	61	13	Bidders are required to maintain a robust MIS (Management Information System) for generating daily report and access of which would be available to authorized officials of the Bank.	Logs will be pushed realtime to SBI end using API & Only last 30 days data will be available at Service provider end. Request you to consider the same.	No change in RFP Terms and Conditions.
36	61	12	Bidders are required to prepare a robust mechanism regarding recording of calls and transfer the same to bank's server, of all outbound calls store the recording in digital storage abiding all laws and regulations pertaining to Digital Personal Data Protection Act (DPDP Act) and Information Security Policy of the Bank.	We are transferring the recording real time in Bank storage and will be encrypted during rest & transit and hence DPDP is not required at TSP. DPDP needs to be implemented at Bank Storage	No change in RFP Terms and Conditions. Bidder to ensure their part only.
37	61	Annexure E- 14	Bidders are required to provide onsite/offsite technical support and deploy a dedicated team at each circle level (at present 17 circles of the Bank, may be increased in future) for smooth functioning of solution after implementation of solution	1. Our solution is a centrally deployed/ managed solution. There is no need for separate deployment for each circle and that is not a requirement from SBI side. Kindly confirm. 2. The support will be extended at all 17+ locations. There will be a central number to register complains, central team to provide solution to all questions in all relevant languages. This is sufficient for SBI requirements. Kindly confirm.	No change in RFP Terms and Conditions. Dedicated Offsite and On site technical support should be available for each circle.
38	62	iv	Integration" Identify and plan for integration with existing systems, such as call management applications, SMS platform, Social Media Platforms and other relevant platforms. Suitable integration with the mobile numbers of the branches across the Bank has to be developed by the service provider.	Need more clarity on integration. (Name of the platforms and the functionality)	SMS Service/ Gateway is being provided by SBI and Bidder is only responsible for API Integration and SMS generation and successful pushing to SBI SMS gateway.

39	62	v	Reporting and Analytics: The service provider should be capable of storing the history of the customer interactions that happened through the branch mobile numbers. Design a system for generating reports and analytics for the calls and messages, related to the usage of the 1600 and 140 series, as per TRAI requirements	Reports format to be mutually agreed : 'Call Interactions Logs will be pushed to SBI in real-time via API, and Service provider retain last 30 days of data.	No change in RFP Terms and Conditions.
40	62	Annexure E-System Study-iii	Registration on DLT platform as per TRAI regulations under TCCCPR-2018 regulations for using telecommunication services	As per govt norms, DLT Registration has to be done by customer/ enterprise (SBI). We can only facilitate, provide assistance for the same.	Bidders to ensure their role in facilitating the Bank in the process.
41	62	Annexure E-System Study-iv	Identify and plan for integration with existing systems, such as call management applications, SMS platform, Social Media	Our understanding is that the Customer to provide API for all integrations for SMS/ Email, Whatsapp and all social media handles. Hence cost for per SMS, per Email, per WhatsApp need not be provided by the bidder. Kindly confirm.	SMS Service/ Gateway is being provided by SBI and Bidder is only responsible for API Integration and SMS generation and successful pushing to SBI SMS gateway.
42	63	4.6	Ensure that the system is accessible to people with disabilities, as per relevant guidelines.	Need clarity on the guidelines	Disabled people includes physical disability and visual disability (blindness), but are able speak and hear.
43	63	4.7	Ensure that the system supports both English, Hindi and other regional languages, if required.	IVR can be played in multiple languages. Need clarity on where the multiple language support be required. Request bank to provide IVR flows and recordings in desired languages	Preferably English and Hindi.
44	63	4.3	Implement mechanisms to track the origin of calls originating from the 1600 & 140 series.	We can provide the originating calls Branch mapping to Bank. Need further clarity	MIS to be maintained regarding branch mapping to dedicated numbers from where calls originates.
45	63	4.2	Delivery of SMS alerts should be ensured to all National/International locations without any exception within the stipulated time frame	Bidder will do only API integration with Bank SMS gateway. Delivery of SMS alerts to all National/International locations without any exception within the stipulated time frame is bank responsibility.	SMS Service/ Gateway is being provided by SBI and Bidder is only responsible for API Integration and SMS generation and successful pushing to SBI SMS gateway.
46	63	Annexure E-Specific Requirements- 4.ii	Delivery of SMS alerts should be ensured to all National/International locations without any exception within the stipulated time frame.	1.Our understanding is that- SMS Service/ Gateway is being provided by SBI and Bidder is only responsible for API Integration. Hence delivery of SMS alerts is out of scope of this RFP. 2.Please Specify if SMS has to be provided by Bidder (As that would increase commercials)	SMS Service/ Gateway is being provided by SBI and Bidder is only responsible for API Integration and SMS generation and successful pushing to SBI SMS gateway.
47	63	Annexure E-Specific Requirements- 4.vi	Ensure that the system is accessible to people with disabilities, as per relevant guidelines.	Our understanding of disabled people includes physical disability and visual disability (blindness), but are able speak and hear. In case any other understanding, please specify	Disabled people includes physical disability and visual disability (blindness), but are able speak and hear.
48	63	Annexure E-Specific Requirements- 4.vii	Ensure that the system supports both English, Hindi and other regional languages, if required.	Our assumption is that English, Hindi and other regional languages (list to be provided) has to be supported, but it is not necessary to store the preferred language of all bank employees. Please confirm. When the employee dials the number, message plays in all the languages for that state, in a particular fixed order. Eg- Local, English, Hindi. In this case the bank employee will hear the message such as "Press 1 for Service calls, 2 for telemarketing, सेवा कॉल के लिए 1 दबाएँ, टेलीमार्केटिंग के लिए 2 दबाएँ" The languages/order can be configured differently for different circles/regions as per SBI guidelines.	Preferably English and Hindi.

49	64	1	Considering the expected number of call request --- / day, the help desk should be manned with ---- of persons dedicated to work for the Bank.	We already have 24x 7 Helpdesk supporting the proposed platform. Dedicated TSM is allocated for any escalation support. No dedicated support is required.	Dedicated Offsite and On site technical support should be available for each circle.
50	64	Help Desk Requirements	offsite support facility	Please share list of languages for which support from call center is required.	Preferably English and Hindi.
51	64	Compliance with Bank's IS Security Policy	g) Password Policy of the Bank h) Data Encryption/Protection requirement of the Bank	1. Please specify the password policy of the Bank 2. Please specify the Data Encryption / Protection requirement of the bank.	The password policy and data encryption requirements will be shared to the selected bidders.
52	65		The delivery locations are the branches/ establishments of the Bank spread across 17 circles including Corporate Centre establishments. An assumption has been made for procuring the solution from Bidders for 75000 tele-calling points (for 25000 branches/ establishments of the Bank). Based on the same, requirement of 25000 sessions have been accessed. The number of sessions may increase or decrease as per requirement of the Bank. However, billing of invoices would be on the basis of sessions/ channels used for actual number of tele calling points where the services will be deployed.	We understand that calling will happen only over PSTN connectivity. Request bank to clarify on the concurrency of calls also	Sessions mean concurrent sessions (call concurrency). Call Concurrency can be increased/decreased as per requirement of the Bank.
53	65		Billing of invoices would be on the basis of sessions/ channels used for actual number of tele calling points where the services will be deployed.	We understand that Bank will be paying fix cost for the dedicated no. of channels/Sessions allocated to Bank & there will be no extra usage charges. Please confirm	Payment would be made on the basis of dedicated no. of channels/Sessions used by the bank during the month. There will be no extra usage charges.
54	65	3	Payment will be made for successful concurrence calls only.	In Payment terms, Bank is asking for Session based pricing without any usage charges. (Clause 2.1, Page 55), In this clause Bank is asking for payment of concurrent call which is contradicting with earlier clause. Need bank to keep only session based pricing for unlimited usage to bring uniformity in commercials.	No change in RFP Terms and Conditions. Payment would be made on the basis of dedicated no. of channels/Sessions used by the bank during the month. There will be no extra usage charges.
55	65	Appendix-E Scope of Work and Payment Schedule	Delivery Schedule: Vendor must procure centralised number series (1600xx and 140xx) from TRAI, formulate solution as per RFP requirement and complete the integration with bank's existing system within 4 weeks of issuance of LOI/PO.	Please review the delivery timeline and allow at least 10-12 weeks from the date of LOI/PO for successful delivery testing and commissioning of the solution and API integrations with banks existing systems.	No change in RFP Terms and Conditions.
56	65	Delivery Schedule	The delivery locations are the branches/ establishments of the Bank spread across 17 circles including Corporate Centre establishments.	Our assumption is that if there is no hardware installation required, "Delivery location" is not applicable. Please confirm. If the solution is deployed centrally, there is no need for "delivery location". All 17 circles and all branches will be supported. Solution would be delivered in such a way that each branch/circle will have an admin who would be able to independently update the list of Branch Employees, who would be whitelisted to use this solutions.	It may be treated as the locations where the solution is required to be implemented.

57	65	Terms of Payment-8	Paying Authority- The payment will be made by the respective branches/establishments/circles/Corporate Centre	<p>This point can be interpreted in multiple ways. Please clarify which of the below is accurate :</p> <p>1. There will be one single invoice to SBI HQ, and then SBI can raise invoices to branch through IBTS?</p> <p>2. There will be multiple invoices for each circle (or branch) and bidder will require multiple Purchase Orders.</p> <p>Note: For every PO, there will be a separate work order and circuit id, and dedicated call session concurrency. This will lead to unnecessary extra buffer for each PO. The efficient way is to have a common SBI wide call session concurrency. Creating a common pool and a common total "call session concurrency" across multiple PO can have legal difficulty/ issues as logically 25000 circuit ids needs to be clubbed together for creating common pool.</p>	Based on the procurement of centralised number series (1600xx and 140xx) invoicing be done. If a single number is procured for entire Bank, there would be centralised payment and if separate numbers are procured for each circle, there would be separate invoicing for each circle. Accordingly, payment will be done.
58	66	10	Hardware provided by the TSP. Confirmation that the hardware is compliant as per Bank policies	Our solution is cloud based and we are not providing any hardware at bank premises	<p>No change in RFP Terms and Conditions.</p> <p>It may be applicable for the bidders who provides any Hardware in the process of implementation of the solution.</p>
59	68	Indicative Price	Illustration of Financial Bid	Request to run through the financial bid for better understanding	An indicative price bid of technically qualified bidders only will be opened on a subsequent date. For indicative price bid please refer Appendix-F of RFP.
60	69		The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-G to this RFP.	This is not valid for the given scope as we are not processing any customer centric data	No change in RFP Terms and Conditions.
61	73	Penalties	SLA Uptime	Uptime SLAs applies for platform availability, if branch users/ other ISP network facing issue to connect our platform and 140/160 number, should not be considered for overall uptime of the platform.	This clause is applicable for the part lying with selected bidder and it starts with once it is connected with bidder's platform.
62	73	Appendix -I	SLA Uptime	Request Bank to keep schedule maintainince out of SLA uptime. Also request bank to reduce SLA Slab as - 99.5 to 99.7 - 1% - 99.2 to 99.5 - 2% - 99 to 99.2 - 4% - below 99 - 6%	No change in RFP Terms and Conditions.
63	73	Appendix-I Other terms and Penalties	Note : Penalty will be applicable on the Billed Amount. Quarterly billing in this clause refer to billing for the onsite resources.	The scope under this RFP does not require any onsite recourses to be deployed, hence this clause is not applicable to the subject RFP. Please confirm. Incase there are requirements of deployment of onsite resources please provide the exact headcount along with the required qualification	Dedicated Offsite and On site technical support should be available for each circle.

64	74	Appendix-I Other terms and Penalties:	Exclusions: • Planned downtime, • Problems with hardware due to OEM defect, • Networking issues if not attributable to the bidder's fault, • Internal and External Integrations with their solution for which the bidder has no control over. • However, if there is any reason which will be attributable to the bidder, penalty will be applicable in the above-mentioned issues.	Request the customer to exclude the following with respect to SMS services: 1. When messages are not delivered due to reasons not attributable to any technical fault/failure on part of the bidder. 2. Following delivery failure cases will be excluded: Inbox full, International Roaming, Mobile Number Backlisted, Mobile Switched off, Out of range, Invalid Mobile Number, user handset issues due to factors which are not under the control of service provider like user network issue, Handset memory-there has been a mobile subscriber equipment error whereas the handset memory has been exceeded, the number flagged as blocklisted in the DND (Do not Disturb) blocklist provided by the operator, network failure; but after atleast 3 re-sent trials, unknown subscriber/subscriber not present in network from last 72 hrs, call barred /SMS services not configured or Recharge not done, the subscriber's mobile service has been suspended by the operator.	No change in RFP Terms and Conditions. The penalty is for non generation of SMS and not for delivery.
65	75		TSP allows any unsolicited commercial communication (UCC) or spam calls/messages through the centralized calling numbers in violation of TRAI guidelines, a penalty of ₹1,00,000 per incident shall be imposed.	Request to remove this clause, as calling will be performed by SBI staff , Bank staff will be choosing the Promotion or Service call options and hence request not to consider under Bidder scope	No change in RFP Terms and Conditions.
66	75		Failure to generate SMS to the customer shall attract a penalty of ₹1,000 per instance□	Bank is using own SMS gateway. Request you to remove the penalty on Bidder	No change in RFP Terms and Conditions. The penalty is for non generation of SMS and not for delivery.
67	75		Any proven misuse, data leak, or security breach involving centralized calling numbers due to the TSP's negligence shall invite a penalty of ₹5 lakhs per incident, in addition to indemnification of actual damages suffered by the bank.	We are not connecting to any Bank internal Database for data. We are only getting customer CLI as data which Bank employee will be putting for dialing out. We will not keep any recordings at our end and will be pushed to Bank system real time (Self Declaration can be submitted) with this there is no question of data leak at TSP end and hence request you to remove this clause	No change in RFP Terms and Conditions. This clause is applicable for the part lying with selected bidder and it starts with once it is connected with bidder's platform.
68	77	2	Any worn or defective parts withdrawn from the equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to the vendor and same will continue to remain in possession of the Bank.	Our solution is cloud based and we are not providing any hardware at bank premises	No change in RFP Terms and Conditions. It may be applicable for the bidders who provides any Hardware in the process of implementation of the solution.

69	77	4	If Bank desires to shift the equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangements to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor	Our solution is cloud based and we are not providing any hardware at bank premises	No change in RFP Terms and Conditions. It may be applicable for the bidders who provides any Hardware in the process of implementation of the solution.
70	77	7	Future additions of Hardware / Software: (a) The Bank would have the right to: i. Shift supplied systems to an alternative site of its choice	Our solution is cloud based and we are not providing any hardware at bank premises	No change in RFP Terms and Conditions. It may be applicable for the bidders who provides any Hardware in the process of implementation of the solution.
71	82	Appendix-J Service Level Agreement	1.1.3 Data Dictionary or Metadata Repository" shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata. <Strike off if not applicable as per scope of services>	Kindly note that this clause is not applicable on us.	This is only indicative and for definition purpose.
72	86	Scope of Work- 2.1.3	Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy	No new hardware required in Jio's cloud telephony system. The whitelisting of Bank employee's mobile number will be maintained at a central location. Hence no hardening/configuration is required.	No change in RFP Terms and Conditions. It may be applicable for the bidders who provides any Hardware in the process of implementation of the solution.
73	87	3.4.1	The Bank will pay properly submitted valid invoices within a reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.	We need to notify the SBI team about the Due Date of every summary Invoice is 11 days from bill generation date. Any outstanding beyond 60 days will come under Dunning as per the new credit policy unless the customer has raised a Billing Dispute which is validated by DRT team OR there is an explicit contract signed with agreed payment terms to avoid spill over of monthly dues in subsequent months.	No change in RFP Terms and Conditions.
74	89	Liabilities/ Obligations- Service Provider Duties	Service Provider shall ensure to filter all phishing / spamming /overflow attacks in order to ensure availability and integrity on continuous basis.	1.Jio's cloud telephony solution will depend on SBI to ensure that only the right mobile number/landline number are whitelisted in Jio's cloud telephony solution. 2.It is the responsibility of Jio to ensure that other than the whitelisted numbers, no one else will be able to use this system (No phishing). However SBI is responsible to ensure that that whitelisted numbers in Jio's system is correct. 3.Also it is the responsibility of SBI to ensure that the number whitelisted by the SBI do not engage in spamming or any illegal activities. Jio will not be monitoring or regulating the conversation initiated by whitelisted numbers. Jio will not be able to access call recordings (it will be encrypted).	No change in RFP Terms and Conditions.

75	90	4.2.H	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	Timeline of an 1 Hour to report Cyber Incidents resulting in data loss / leakage is extremely difficult & not possible hence needs to be removed	No change in RFP Terms and Conditions.
76	92	Appendix–J Service Level Agreement	5.2 Additional Representation and Warranties by Service Provider 5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.	Kindly note that the bidder will only comply with the applicable Indian laws. Any international statutes, standards cannot be adhered to by the bidder.	No change in RFP Terms and Conditions.
77	94	Appendix–J Service Level Agreement	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 sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.	Kindly modify the clause as below: Service Provider agrees and hereby keeps the Bank indemnified against all third party 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 with respect to clauses 5.1.1. to 5.1.3, 5.1.5, 5.2.1, 5.2.4, ; 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 sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. The indemnity shall be subject to cap of liability to annual charges received by bidder under this RFP. Neither party shall be liable to the other under these terms for indirect, special, incidental, consequential, exemplary or punitive damages even if the parties are aware of such possibilities.	No change in RFP Terms and Conditions.

78	96	Appendix–J Service Level Agreement	<p>9. LIQUIDATED DAMAGES</p> <p>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 0.1% 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.</p>	<p>Kindly modify the clause as below:</p> <p>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 0.1% of delayed portion of the total Project cost for delay of each week or part thereof maximum up to 5% of the delayed portion of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	No change in RFP Terms and Conditions.
79	97	Appendix–J Service Level Agreement	<p>13. INSPECTION AND AUDIT</p> <p>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 statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7</p>	<p>For the sake of clarity the scope of audit shall be limited to the invoices, payment receipts and records submitted along with the proposal , inspection of sites etc and shall not include any cost break up or documents outside the ambit of the scope of this RFP .</p>	No change in RFP Terms and Conditions.
80	102	Appendix–J Service Level Agreement	<p>14.12 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.</p>	<p>Kindly note that for the scope of service we do not require any source code, customer data therefore, the survival period specific to such information will not be applicable on us.</p>	No change in RFP Terms and Conditions.

81	102	Appendix–J Service Level Agreement	<p>15. OWNERSHIP</p> <p>15.1 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.</p> <p>15.2 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. However, Service Provider shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this Agreement.</p>	Kindly note that these clauses will not be applicable for the present scope of service. We understand that these clauses will not be applicable on us.	No change in RFP Terms and Conditions.
82	103	Appendix–J Service Level Agreement	<p>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.</p> <p>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.</p> <p>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:</p> <p>(iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.</p>	<p>1. Request the customer to not terminate the contract for convenience.</p> <p>2. In case the customer invokes the risk purchase clause the price shall be arrived through a competitive bidding process and not otherwise. Further the price applicable for same goods and similar goods could be different as such the Bidder should not be fastened with liabilities arising out of procurement of similar goods whose costing and pricing could be different.</p> <p>3. We understand that any allegation of any fraud shall be proven by way of documentary evidence.</p>	No change in RFP Terms and Conditions.

83	128	ANNEXURE-F Transition & Knowledge Transfer Plan	8. Transfer of Software Licenses 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.	Please note that the PSTN/Telephony services will be offered to bank through our existing software modules hence there will not be any Transfer of Software or Licenses at the end of contract period. Please confirm.	No change in RFP Terms and Conditions. These are standard clauses. It may not be applicable for the bidders if there will not be any Transfer of Software or Licenses at the end of contract period.
84	135	ANNEXURE-G Data Processing Agreement	ANNEXURE-G Data Processing Agreement	Kindly note that the bidder is Indian entity and the services are to be provided in India, therefore any foreign laws will not be applicable including the European Regulations (GDPR). Therefore, this agreement will not be applicable on us.	No change in RFP Terms and Conditions.
85	137	Processing of Personal Data	In the course of providing Services to State Bank of India, the Processor may process Personal Data on behalf of State Bank of India	Our understanding is SBI is responsible for managing the consent of caller and called who will be using/accessing/connecting via the cloud telephony platform, for recording of calls. Our system is capable of call recording as well as playing a message at the beginning of the call, that - "Your call is being recorded for ..". It is SBI's decision if they want such message for all outbound calls or not.	Requirement of solution is already defined in RFP document.
86	139	3.6- Data Protection Impact	Processor shall provide reasonable assistance to SBI with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which SBI reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by and taking into account the nature of the Processing and information available to the Processors.	We comply with all relevant Indian Laws. (PII/DPDP Act) GDPR is a EU law, not applicable in India. We presume the compliance is not required for GDPR?	No change in RFP Terms and Conditions.
87	145		SCHEDULE3 :Technical and Organisational Data Protection Measures	This is not valid for the given scope as we are not processing any customer centric data	No change in RFP Terms and Conditions.
88	159	Appendix-K NON- DISCLOSURE AGREEMENT	i. The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality 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.	We propose that validity period of the NDA should be for a period of 3 years.	No change in RFP Terms and Conditions.

89	127, 128 and 129	ANNEXURE-F Transition & Knowledge Transfer Plan	<p>6. Transfer of Configuration Management Database</p> <p>6.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.</p> <p>8. Transfer of Software Licenses</p> <p>8.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.</p> <p>8.2 On notice of termination of this Agreement Service Provider shall, within 2 (two) week of such notice, deliver to the Bank details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be</p>	Kindly note that this clause will not be applicable for the scope of service.	No change in RFP Terms and Conditions.
90	27 and 28	28	<p>28. RIGHT TO AUDIT:</p> <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, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such</p>	For the sake of clarity the scope of audit shall be limited to the invoices, payment receipts and records submitted along with the proposal , inspection of sites etc and shall not include any cost break up or documents outside the ambit of the scope of this RFP .	No change in RFP Terms and Conditions.

91	32 read with 102	1.Intellectual Property Rights and Ownership- 36 (vii) 2.Ownership- 15.2	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. However, Service Provider shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this Agreement.	<p>a. The last line of Clause 15.2 states that the “Service Provider shall hold all intellectual property rights in any pre-built software per se, except for those which have been assigned under this Agreement”. Consequently, we understand that the reference to “any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution” in the preceding sentence of Clause 15.2, refers to only specific developments made by the Service Provider for the Bank under the Agreement and will not cover pre-existing software developments already made by the Service Provider not being specific developments made by the Service Provider for the Bank under the Agreement. Please clarify our understanding.</p> <p>b. The first and second lines of Clause 15.2 and Clause 36 (vii) appear to be inconsistent with respect to pre-built software. It is our understanding that pre-built software of the Service Provider not being developments made by the Service Provider for the Bank under the Agreement remain with the Service Provider and only specific developments made by Service Provider for the Bank are sought to belong to the Bank.</p> <p>To ensure clarity, we request that Clause 15.2 be recast as follows: “The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any</p>	No change in RFP Terms and Conditions.
92		ANNEXURE-A DELIVERABLES/S COPE OF WORK	<p>7. Correction of Deficiencies in Deliverables</p> <p>b) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.</p>	Kindly note that any termination of the contract should be only for material breach of contract and after providing cure period of 90 days.	No change in RFP Terms and Conditions.