



**PRE-BID RESPONSES
FOR THE RFP FOR
SUBSCRIPTION SERVICES OF WATCHLISTS
FOR AMLCFT APPLICATION (DOMESTIC)
REF: SBI/GITC/Special Project-II/2019/2020/621**

**STATE BANK GLOBAL IT CENTRE,
1ST FLOOR, IT-SPECIAL PROJECTS 2,
OM SAGAR, NERUL,
NAVI MUMBAI-400706**

Pre-Bid Query and Responses

Based upon the pre-bid queries to the RFP given below are issued. The responses provide clarifications to many of the queries raised by the bidders, and such queries are not being responded individually. Where no response is provided to a query, the Bank's position, as stated in the RFP remains unchanged or the query is in the nature of a suggestion or is not relevant to the requirements raised by the Bank.

S. No.	RFP PG. No.	RFP Clause No.	Existing Clause	Query/Suggestions	Response/Clarification by the Bank
1	3	Schedule of Events; point no. 6	Last date and time of bid submission	We would like to request for an extension on the date set for submission of the bid . Request you to consider and extend the date to 19th / 20th August 2019	No Change
2	3	Schedule of Events; point no. 8	Date and time of opening technical bid	We would like to request for an extension on the date set for opening of the technical bid . Request you to consider and extend the date to 19th / 20th August 2019	No Change
3	3	Schedule of Events; point no. 9	Opening of indicative price bids	We would like to request for an extension on the date set for opening of the indicative price bid . Request you to consider and extend the date to 19th / 20th August 2019	No Change
4	3	Schedule of Events; point no. 10	Reverse Auction	We would like to request for an extension on the date set for reverse auction and extend the date to any date between 24th to 31st August	No Change
5	3	Schedule of Events; point no. 12	EMD	There is a mention of Tender fees in this point but no amount is mentioned. Request the bank to please confirm what is the Tender Fees for this RFP.	Clarification: There is no tender fee.

6	3	Schedule of Events; point no. 13	Bank Guarantee	We understand that the successful bidder is required to submit a BG as performance security ; we do not typically gives those. In such case, we suggest that the bank considers our EMD and extends it as BG .	No Change
7	12	Section 9 (vi)	The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP,which should be strictly on the lines of format placed at Appendix-H.	We typically do not give Bank Guarantee and would like to suggest that the EMD be extended and considered as BG in this case. If the bank would not be ok with the suggestion , then we would like to notify that the review of the BG format shared in Appendix H will need to be reviewed by our legal team which will need minimum of 2-3 weeks and is why we will need the extension on dates accordingly.	No Change
8	12	Section 9 (viii)	The EMD may be forfeited	We can not to accept all the terms and conditions mentioned in the contract as per Appendix K and signing of Master Agreement and applicable Order Form is non negotiable. I understand this review of the contract and to mutually agree on the terms will need time ; hence the EMD should not be forfeited as per the time specified in the RFP and should be subject to the time the contract review and signing takes.	No Change

9	12	Section 10 (I) (f)	Bidder should provide licensing details of Software / Database / Middleware / Operating System / Third Party Software etc.	we are data provider and licensing details as mentioned in the RFP are not applicable to us.	Clarification: The data is in digital format and some bidder may provide additional software to the Bank. The clause is applicable accordingly.
10	14	Section 10 (iii) (h)	The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.	When will this request be communicated?	Clarification: Bank will intimate to those bidder who are eligible after successful technical evaluation.
11	18	Section 17 (iii)	Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorized service provider.	We would need to understand the e-business rules prior.	Clarification: A training will be given to bidder by e-business partner to the eligible bidder for Reverse Auction.

12	19	Section 19 (ii)	Verification of local content	<p>Dow Jones Consulting India Private Limited (DJCIPL) is a 100% subsidiary of Dow Jones & Co, Inc. and is operational in India since 2004. DJCIPL has been filing returns , providing employment , servicing clients in India since inception ; which would qualify us as a Local Supplier.</p> <p>Appendix G has two formats shared 1) Certification by the Statutory Auditor and 2) Self Certification.</p> <p>Dow Jones can provide a self certification in this case . However, the format of the self certification would be provided by our legal team. We will include the reference to Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 28, 2018</p>	No Change
13	21	Section 19 (vii)	The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or	<p>We cannot sign the SLA as shared in Appendix K and will need to mutually agree on the terms and conditions as per the Master Agreement and Order Form.</p>	No Change

			within such extended period as may be decided by the Bank		
14	25	Section 28	Penalties	We can not agree to the T&C's specified in the SLA / Appendix J . The Terms mentioned in the Master Agreement and Order Form will need to be reviewed and mutually agreed	No Change
15	27	Section 27	Right to audit	We can not agree to the T&C's specified in the SLA . The Terms mentioned in the Agreement and Order Form will need to be reviewed and mutually agreed	No Change
16	29	Section 36	Delay in service providers performance	We will be able to deliver the relevant services after the banks acceptance and signing of the Master Agreement and Order form	No Change
17	32	Section 40	Liquidated Damages	We can not agree to the T&C's specified in the SLA . The Terms mentioned in the Master Agreement and Order Form will need to be reviewed and mutually agreed	No Change
18	35	Section 43	Termination for default	We can not agree to the T&C's specified in the SLA . The Terms mentioned in the Master Agreement and Order Form will need to be reviewed and mutually agreed	No Change
19	38	Section 46	Termination for convenience	We can not agree to the T&C's specified in the SLA . The Terms mentioned in the Master Agreement and Order Form will need to be reviewed and mutually agreed	No Change
20	43	Appendix A	Bid Form (Technical Bid)	We can not accept the bank's terms and conditions without amendments and would need	No Change

				to mutually agree and sign/execute the Master Agreement and Order Form.	
21	46	Appendix B (2)	The Bidder must have an average turnover of minimum Rs.__100__ crores during last 03 (three) financial year(s) i.e. FY_2016-17__, FY_2017-18__ and FY2018-19_.	Dow Jones Consulting India Private Limited is a 100% subsidiary of Dow Jones & Co, Inc. whose parent company is News Corporation As a policy we are only allowed to share we cannot share the financial information of Dow Jones Consulting India Private Limited and if required can only provide News Corp Financial Information that is publically available. In order to qualify this criteria, Dow Jones will submit the financials of News Corp.	Clarification: Can submit Turnover supporting documents of parent company.
22	46	Appendix B (3)	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 2 above.	Dow Jones requests to ammend this clause as follows; "The bidder should have Operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three Financial Years (i.e. 2015-16, 2016-17 & 2017-18). Copies of the audited balance sheet and Profit & Loss Statement of the company for FY2015-16, FY2016-17 & FY2017-18 years are to be submitted. " (we have recently participated in an RFP for two banks who have made the same consideration.	No Change.
23	55	Appendix F	Indicative Price Bid	Need more understanding about the " Proportion to total cost"	Clarification: Please refer clear Illustration given on Pg.57 of RFP

24	55	Appendix F	Indicative Price Bid	<p>Request the bank to please confirm the understanding of the customer base numbers . Refer below; kindly confirm if it would be counted as per shown in Option A or Option B.</p> <p>Option A - The contract for 5 years, customer base for each year will be calculated as follows; Year 1 - 500 million Year 2 - 500 million + 50 million = 550 million Year 3 - 550 million + 50 million = 600 million Year 4 - 600 million + 50 million = 650 million Year 5 - 650 million + 50 million = 700 million</p> <p>OR</p> <p>Option B - The contract for 5 years, customer base for each year will be calculated as follows; Year 1 - 500 million Year 2 - 500 million + 50 million = 550 million Year 3 - 500 million + 50 million = 550 million Year 4 - 500 million + 50 million = 550 million Year 5 - 500 million + 50 million = 550 million</p>	<p>Clarification: Cost in Year 1 for 500 million is Rs. X Addition of every 50 million customer cost yearly = Rs.Y</p> <p>Scenario 1 - If customer base increased to 40 million in a year then cost applicable will be X only for next subsequent year also.</p> <p>Scenario 2 - In 2nd yr with (500mn+40mn) customer base, Suppose customer base increased to 50 million then cost applicable will be X+Y for next subsequent year as total customer base is 590mn only.</p>
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25	66	Appendix K	Service Level Agreement	<p>Please note that Dow Jones does not provide any SLA, and our services will be governed solely by our MSA and order form.</p> <p>Hence in our response to the RFP we would include the following statement wherever there would be a mention of any terms and condition part of the Appendix K and annexures .</p> <p><i>" We agree to abide by our Proposal and the rates quoted therein for the orders awarded by the State Bank of India. The submission of Proposal does not constitute Dow Jones' acceptance of the terms and conditions contained in this RFP (including but not limited to Appendix K and its annexure), and Dow Jones' service delivery is subject to the State Bank of India's acceptance and signing of Dow Jones' Master Agreement and applicable Order Form."</i></p>	No Change
26	124	Appendix L	Non Disclosure Agreement	<p>Non Disclosure Agreement format will need to be considered. We can share the template of the same as part of our response (as an annexure to the indicative price bid or separately in an other envelope as part of our response)</p>	No Change
27	3	12	Rs.10,00,000 /-	<p>we would like for a waiver of the EMD</p>	<p>Clarification: Exemption of EMD will be as per Clause 53 mentioned in RFP. Please submit supporting documents</p>

28	3	13	10% of TCO	we would like for a waiver for the Bank Guarantee	Clarification: Pg 22 Section 24 : The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect of successful implementation of the project, or performance of the material or services sold, or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee. As such BG can't be waived.
29	40	52	Tender Fee	What is the tender fee amount ?	Clarification: There is no tender fee.
30	46	1	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.	We would like to have a waiver on this clause	No Change
31	52	3	Desirable to provide Dual-Use & Controlled	The data on Dual-Use & Controlled Goods Data (DUG) are available along with software and not as a	No Change

			Goods Data to identify potential risks posed to international security in trade transactions.	standalone feed. SBI International offices have also adopted the application along with DUG data	
32	54	22	A comprehensive list of 'Ultimate Beneficial Owners' from sources around the world should be made available.	We would like to know, what UBO details are you looking for ?	Clarification: As per Pg 54 pt.22 of Scope of : UBO details on demand is required for entries related to negative list.
33	55		Amount in Rupee only	as per our existing contract with SBI, we have quoted in USD. We would like that to be considered for this RFP	Clarification: Please refer Pg74, 3.4.1, All payments shall be made in Indian Rupees.
34	66		Service Level Agreement	as State Bank of India has already signed a Master Services Agreement with Reed Business Information, we would like to follow that agreement, instead of the one slited in Appendix-K	No Change
35	46	Bidder eligibility Criteria	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.	our UK entity will sign the contract and would quote in USD .	Clarification: Please refer Pg74, 3.4.1, All payments shall be made in Indian Rupees.

36	47	Bidder eligibility Criteria	Past/present litigations, disputes, if Brief details of litigations, disputes, any (Adverse litigations could result if any are to be given on in disqualification, at the sole Company's letter head. discretion of the Bank)	There may be multiple litigation with other compnaies for our contract related issues but giving details of all such cases is very difficult to provide due to confidnetiality issues	Clarification: Brief details of litigations, disputes, if any are to be given on Company's letter head.
37	50	Appendix -E Scope of Work and Payment Schedule	Requirement	Please provide us the details of the following: FIU order list and what you wants us to cover in the order list	Clarification: Orders passed by FIU-Ind for contravention of PMLA provisions. The details should contain Name of entity and other details like address, date of order, section under which order passed, show cause notice details, brief description of the case, link to detailed order etc.
38	124	Appendix L	NON-DISCLOSURE AGREEMENT	We shall sign our own MNDAs in our Fromat	No Change
39	131	Appendix-N	Client References	We will be unable to share the client references as per the confidentiality obligation however SBI is already using our services	No Change

40	137	6. fall clause	The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present	we will not be able to agree to this	No Change
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			case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.		
41	50	Appendix -E Scope of Work and Payment Schedule	The updates to sanction lists are expected to be processed in real time and accurately	The Update TAT shall be within 24 Hours	No Change
42	54		Facility of getting adverse media or other customized alerts in the form of SMS on mobile/ e-mail/ notifications to be made available to 25 users.	Could you please explain in details as Fico would be doing the adverse media check and also what infvormation to be sent on SMS and Email?	Clarification: Desirable to provide notification through sms/email as mentioned in Pg.54 pt.20 of the Scope of Work

43	54		comprehensive list of 'Ultimate Beneficial Owners' from sources around the world should be made available.	Please explain if this is required for the profiles in the watchlists or on web search tool. Also it for negative profiles or whole universe of corporates across the globe.	Clarification: As per Pg 54 Scope of work pt.22: UBO details on demand is required for entries related to negative list.
44	54		Authenticity and integrity of the data feed should be maintained. as per the Data Encryption/Protection requirement of the Bank	Kindly provide the data Encryption/ Protection requirement of the bank	Clarification: The details will be shared to the successful bidder. The Bank's Information Security Policy keep updating and successful bidder needs to comply.
45	19		For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order): "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the	Kindly clarify this clause as we don't see it fit in terms of our services	Clarification: Pg 19/ Section 19, The local supplier at the time of submission of bid shall be required to provide self-certification as per Appendix-G that the product offered meets the minimum local content and shall give details of location(s) at which the local value addition is made.

			<p>item (including all customs duties) as a proportion of the total value, in percent.</p> <p>“Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.</p> <p>“Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.</p>		
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46	58		Certificate of Local Content	We can provide the % of the local content on whole data base as on a particulare date which is subject to change as the data is dynamic. Also we will provide it as a self decalaration as we don't certification from the tird party's for content . However, we could rpvoide you the audited certificate for our WC database from one of the Big 4s	Clarification: Pg.58, Appendix-G: Certificate from the statutory auditor or cost auditor of the company (in 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, on their letter head with Registration Number with seal.
47	32		Penalties/ Liquidated damages	We have our own SLAs which will be shared with you . For any directe damages , the client can take recoruse as defined in the contract	No Change
48	66	Appendix-K	SOFTWARE /SERVICE LEVEL AGREEMENT BETWEEN STATE BANK OF INDIA	We have our master terms which are already signed with SBI and we would like to extend that agreement to this contract as we don't sign different set of agrrement with the same organsiation.	No Change