

**RESPONSE TO THE PREBID QUERIES OF SMS RFP SBI/GITC/Platform Engineering-II/2021/2022/788 dated 12/08/2021**

S.No	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestion	Bank's Response
1	23		23. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:	Dear Sir, Kindly agree to provide for an opportunity of being heard and inform reason for such rejection.	No change in the existing terms and conditions of RFP
2	25	31. LIMITATION OF LIABILITY:	i. The maximum aggregate liability of Service Provider, subject to clause 31 (ii), 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.	Dear Sir, the same is too high, kindly reduce it to 12 months receivables.	No change in the existing terms and conditions of RFP
3	30	36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	iii. Subject to clause 36 (iv) and 36 (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 India or abroad.	Dear Sir, Kindly agree to restrict the infringement to the geographical boundaries of India.	No change in the existing terms and conditions of RFP
4	36		40. TERMINATION FOR DEFAULT	Dear Sir, their is 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 the existing terms and conditions of RFP
5	78		3.4.2 ( Payments)	Dear Sir, 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 the existing terms and conditions of RFP
6	85		6. GENERAL INDEMNITY	Dear Sir, 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 the existing terms and conditions of RFP
7	92	14. CONFIDENTIALITY	14.13The 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 perpetuit	Dear Sir, Kindly agree for restricting the Confidentiality obligation up to 3 Years as per our Data Retention Policy.	No change in the existing terms and conditions of RFP
9	100		23.3 NON-HIRE AND NON-SOLICITATION	Dear Sir, Kindly agree to add exclusion to this clause as- This clause shall not apply in case apply where an employee of a party seeks employment with another party in response to an advertisement placed in 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 the existing terms and conditions of RFP
10	63	Appendix-F Indicative Price Bid	Cost for domestic SMS (in Figure) (per one lakh SMSs in INR)	Dear Sir the cost for domestic SMS column is mentioned twice in the Annexure request for explanation of the same.	Query not clear
11	63	Appendix-F Indicative Price Bid	Appendix-F Indicative Price Bid	Dear Sir, As DLT is Live now, request you to add a sperate colum for DLT Charges in Appendix F Price Bid format or consider the pricing for DLT Separately as considered for GST, let the bidders bid on the per Unit cost of SMS exclusive of GST and DLT. The successful bidder can generate the invoice mentioning DLT and GST prices separately for making payment	As mentioned in the RFP, price discovery will be on the blended SMS rate and post then bifurcation shall be sought from the L1 bidder
12	16	13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):	ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.	The bidding for Transactional, Informative, Promotional during the Reverse Auction will happen simultaneously or one after the other.	Reverse Auction will be conducted separately for each SMS category
13	59	Appendix-E - Scope of Work 1. iii.	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 in 30 seconds, then retry should be with Vodafone-Idea (VI) or Tata, etc.	Dear Sir, Kindly confirm, Retry is applicable only for Service Implicit & Explicit Category messages?	Retry is applicable for Transactional and Informative SMSs.
14	59	7. Regulatory / Compliance Requirements	1. Encryption of the Bank's data at rest and at motion.	Dear Sir, please confirm the below process. Submission - In API Request - Mobile (DES) & Message content (AES) Encryption is supported.  Billing (Storing)- Only Message content is encrypted.  When we submit to operator message content is decrypted and sent. Kindly confirm on this.	Message text and mobile numbers at any point of time must not be stored at the bidder's/aggregator's end
15		General	General	Dear Sir, please let us know the list of documents to be submitted in hard copy format.	1. Duly executed Precontract Integrity Pact 2. EMD Bank Guarantee
16	25	Clause 31 (i)	The maximum aggregate liability of Service Provider, subject to clause 31 (ii), 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.	The cap on maximum liability is on higher side and it is suggested that it should be made limited to an amount not exceeding the total amount payable by Bank to the Service Provider in the quarter immediately preceding or Rs. 2 crore, whichever is higher, in the event giving rise to such claim as on the date on which the claim so arises.	No change in the existing terms and conditions of RFP
17	133	Clause 6	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 sub systems 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 case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	The Clause to be read as below. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems in a similar time period, at a comparative volume and technology, 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 sub systems 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 case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	No change in the existing terms and conditions of RFP
18	4	Clause 13	Performance Security 10,00,00,000/- (ten Core)	Request you to lower the Performance Security to Rs. 2,00,00,000/- (Rs. Two Core)	No change in the existing terms and conditions of RFP.
19	49	Appendix B1-Point no. 05	Whether Bidder's IT environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc.	Bidders IT environment refers to - Installation environment or Existing IT environment?	The environment where SMS services will be hosted by the bidder
20	59	Appendix E, 1.iii	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 in 30 seconds, then retry should be with Vodafone-Idea (VI) or Tata, etc.	Wait time of 30 sec is low, if the DLR is received at 31st sec (considering 50 sec configuration on N/W), there would be duplicate messages reaching the customer thus increasing the cost.	Due arrangement with Telecom Operators should be in place so as to suffice Bank's requirement. Please note that no additional cost will be borne by the Bank in case of such retries.
21	59	Appendix E, 2.b	The expected time of response should be 5 minutes through automated ticket number and resolution should be average 60 minutes per email or call communication.		Query not clear
22	61	Appendix E, 7.3	SMS logs (except mobile number and SMS text) to be preserved for the entire contract period and has to be shared to the Bank on quarterly basis.	Need clarity on the storage period, once the quarterly data is shared, can we remove that from the storage?	No. Mentioned SMS logs to be preserved for the entire contract period.
23	61	Appendix E, 9.ii	The bidder should be capable to integrate their solution with the Bank's SMS middleware within 30 days from the date of Purchase Order.	Can this be increased to 60 days, please.	30 days is enough for integration on the part of the bidder.
24	61	Appendix E, 11	No storage of data at the vendors' premises and vendor has to confirm on it on quarterly basis on the company letter head.	More Clarity here, this point is contradicting with "Appendix E, 7.3"	Confirmation on not storing of SMS text and mobile numbers is required to be furnished quarterly.
25	68	Appendix I, C	In case bidder is not able to integrate the solution within stipulated period of 1 Month, a penalty of Rs.50,000/- per day subject to a maximum of Rs.20,00,000 (Rupees Twenty Lacs Only) will be imposed. If the delay is from Bank's side, no penalty will be levied, for that period.	Requesting if this could be increased by one more month.	No change in the existing terms and conditions of RFP

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26	68	Appendix I, D	Success Rate** of 90% and above is expected from Bidder in delivery of Transactional SMS category.  ** Success Rate = No. of successfully delivered SMSs to the customers' handsets as per the SLA divided by Total number of SMSs submitted to SMSC.	Success Rate should be excluding the network errors such as switched-off, inbox - full and more.	No change in the existing terms and conditions of RFP
27	47	Appendix B, 17	Bidder should have https API method to receive SMS from the Bank and submit Delivery report back to the Bank.	Is it only HTTPS API or there is a provision of SMPP as well.	As of now only https service is there
28	28	SERVICE PROVIDER'S OBLIGATIONS:	ix. Service Provider at its own expenses, agrees to provide audit report of the process and infrastructure from CERT-In empaneled ISSP, periodically, at least once in a year or as requested by the Bank.	Need compliance confirmation from product	This is required as per IS requirement of the Bank. Hence, all bidders/service providers need to adhere on the same.
29	59	Appendix-E Help Desk Requirements	b) The expected time of response should be 5 minutes through automated ticket number and resolution should be average 60 minutes per email or call communication.	We request bank to please amend the clause as below b) The expected time of response should be 20 minutes through automated ticket number logging the call with bidder helpdesk and resolution should be average 60 minutes per email or call communication.	No change in the existing terms and conditions of RFP
30	59	Appendix-E Integration of the services	ii. The bidder should be capable to integrate their solution with the Bank's SMS middleware within 30 days from the date of Purchase Order.	We request bank to please increase the delivery timelines from 30 days to 60 days	No change in the existing terms and conditions of RFP
31	68	Appendix I, D	Success Rate** of 90% and above is expected from Bidder in delivery of Transactional SMS category.  ** Success Rate = No. of successfully delivered SMSs to the customers' handsets as per the SLA divided by Total number of SMSs submitted to SMSC.	SLA should excludes network errors like-Phone switched off, Out of network area, Inbox full, Invalid number, Invalid IMSI etc.	No change in the existing terms and conditions of RFP
32		General	SLA Monitoring and Warranty	Delivery of SMS depends of many external factors which can be delayed or not delivered due to Subscriber handset is switched off, Network unavailable, Handset Inbox memory full or some issue with subscriber's operator end. We request you to consider these factors in penalty calculation and payment of failed SMS.	This discussion was already made in previous RFP. No change in the existing terms and conditions of RFP
33	25	31. LIMITATION OF LIABILITY:	The maximum aggregate liability of Service Provider, subject to clause 31 (ii), 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	Notwithstanding anything under this terms and conditions, Bidder's total liability to the other for all claims, in the aggregate, under or in connection with this service order, whether in contract or in tort (including for breach of warranty, negligence and strict liability in tort), will be limited to an amount equal to the fees paid under this service order for the preceeding twelve(12) month period from the date of such claim.	No change in the existing terms and conditions of RFP
34	38	43. 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).	Request Bank to remove this clause as Termination for Convenience shall not be available.	No change in the existing terms and conditions of RFP
35	31	37. 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 expected one year billing for delay of each week or part thereof maximum up to 5% of expected one year billing. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Clause shall be amended as below: 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 0.25% of expected one year billing for delay of each week or part thereof maximum up to 5% of expected one year billing.	No change in the existing terms and conditions of RFP
36	68	Appendix-I Penalties B) Penalties for down time of Solution:	B) Penalties for down time of Solution: Bank expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under: Availability of SMS Services Charges on monthly basis >99.7% and <=99.9% 2% of the monthly bill of the respective month >99% and <= 99.7% 5% of the monthly bill of the respective month >98% and <= 99% 15% of the monthly bill of the respective month For each percentage point drop below 98% 15% + 2 percentage point of the monthly bill for each 1 percentage point or less drop in a availability below 98%	Clause shall be amended as below: B) Penalties for down time of Solution: Bank expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under: Availability of SMS Services Charges on monthly basis >99.7% and <=99.9% 0.5% of the monthly bill of the respective month >99% and <= 99.7% 1% of the monthly bill of the respective month >98% and <= 99% 2% of the monthly bill of the respective month For each percentage point drop below 98% 2% + 0.5 percentage point of the monthly bill for each 1 percentage point or less drop in a availability below 98%	No change in the existing terms and conditions of RFP
37	68	Appendix-I Penalties C) Penalties for delay in integration of solution:	C) Penalties for delay in integration of solution: i) In case bidder is not able to integrate the solution within stipulated period of 1 Month, a penalty of Rs.50,000/- per day subject to a maximum of Rs.20,00,000 (Rupees Twenty Lacs Only) will be imposed. If the delay is from Bank's side, no penalty will be levied, for that period	Clause shall be amended as below: C) Penalties for delay in integration of solution: i) In case bidder is not able to integrate the solution within stipulated period of 1 Month, a penalty of Rs.10,000/- per day subject to a maximum of Rs. 5,00,000 (Rupees Five Lacs Only) will be imposed. If the delay is from Bank's side, no penalty will be levied, for that period	No change in the existing terms and conditions of RFP
38	69	Appendix-I Penalties C) Penalties for delay in integration of solution:	D) Penalty for fall in success Rate: Success Rate** of 90% and above is expected from Bidder in delivery of Transactional SMS category. Any fall in the success rate in delivery of SMS below the minimum expected level will be penalised as under: In respect of Transactional Category of SMSs: Success Rate Charges on monthly basis 90% and above NIL <90% up to 89% 0.25% of the monthly bill of the respective month. In addition, Bank will be free to divert SMS traffic (partially or fully) to the other vendor. <89% up to 88% 0.40% of the monthly bill of the respective month <88% up to 87% 0.60% of the monthly bill of the respective month >87% up to 86% 0.75% of the monthly bill of the respective month >86% up to 85% 1% of the monthly bill of the respective month <85% 2% of the monthly bill of the respective month.	Clause shall be amended as below: D) Penalty for fall in success Rate: Success Rate** of 90% and above is expected from Bidder in delivery of Transactional SMS category. Any fall in the success rate in delivery of SMS below the minimum expected level will be penalised as under: In respect of Transactional Category of SMSs: Success Rate Charges on monthly basis 90% and above NIL <90% up to 89% 0.05% of the monthly bill of the respective month. In addition, Bank will be free to divert SMS traffic (partially or fully) to the other vendor. <89% up to 88% 0.10% of the monthly bill of the respective month <88% up to 87% 0.15% of the monthly bill of the respective month >87% up to 86% 0.20% of the monthly bill of the respective month >86% up to 85% 0.25% of the monthly bill of the respective month <85% 0.3% of the monthly bill of the respective month.	No change in the existing terms and conditions of RFP
39	69	Appendix-I Penalties F)	Payment will only be made for the SMSs whose successful delivery have come from the customers mobile handsets. No payment is made for the SMSs whose delivery status have come from the telecom towers.	SMSs computation should be excluding the network errors such as switched-off, inbox - full and more.	No change in the existing terms and conditions of RFP
40	86	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 Rs. 25,00,000 (Rs. Twenty five lakh ) 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.	Clause shall be amended as below: If existing Service Provider is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. 5,00,000 (Rs. Five lakh ) 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.	No change in the existing terms and conditions of RFP
41	59	Appendix E, 1.iii	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 in 30 seconds, then retry should be with Vodafone-Idea (VI) or Tata, etc	The 2nd part of the clause should be applicable only to aggregators. Telecom Service providers have POI with all other service providers. Request to relax this clause for Telecom Service provider.	No change in the existing terms and conditions of RFP
42	45	Appendix - B point no. 2	The Bidder (including its OEM, if any) must comply with the requirements	Please name the "Competent Authority" whose certification is applicable.	This is the public guidelines issued by GOI, the details can be checked online

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43	46	Appendix - B point no. 2	Bidder should have experience of minimum 5 years in providing the bulk SMS Services. *The Bidder should also furnish user acceptance report *	Certain clients don't issue 'user acceptance report'. In lieu of 'user acceptance report' we can provide invoice copies and/or CA certificates to establish whether or not the services are running properly and being paid for.	Client certificate on satisfactory service can work instead of User Acceptance Report
44	47	Appendix - B point no. 10	Tie up with min 03 domestic telecom operators (names) or POI with all the telecom operators.	What is POI, please let us know.  Please amend as follows Bidder should have Tie up with min 03 domestic telecom operators before go live of services for SBI covered under the scope of this RFP  We request you to please provide clarity for the case where Bidder/OEM is a Telecom Operator itself	POI is point of interconnect, applicable for telecom operators. In case Bidder is telecom operator, retry mechanism must be followed as described in the RFP. No change in the existing terms and conditions of RFP
45	47	Appendix - B point no. 14	Bidder must be handling minimum 02 crore SMSs per day.	In consonance with 5.1.(a) on page no 10 of 1o of 144, please allow the point no 14 to be as follows -  *Bidder/OEM must be handling minimum 02 crore SMS per day *	No change in the existing terms and conditions of RFP
46	48	Appendix - B point no. 18	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.	Please let us know bank's acceptance of the scenario where the bidder is Class-I local supplier whereas the OEM is Class-II local supplier.	Due clarification is already mentioned in the clause. Further, as per RFP clause 1 (iii) Consortium bidding is not permitted under this RFP. No change in the existing terms and conditions of RFP.
47	53	Appendix - C-A-VIII	The bidder should have a configurable retry mechanism at least 3 times to deliver the messages within the SLA	Please let us know what is the mechanism to identify the reason of failure/rejection when it is attributable to wrong/invalid number in CBS and the retry mechanism should not be applicable in all those scenarios where the failure is not attributable to SMS aggregator.	Failure reason is obtained in the delivery report received from the aggregators
48	53	Appendix - C-A-XIV	If the Bank desires, connectivity with the bidder's infrastructure will have to be provided 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.	What is the criteria to judge whether or not the service provider is a established service provider? Is there any approved list.	Established service provider who is handling the similar network traffic.
49	55	Appendix - C-b-3	Capability of allocating minimum 5000 SMS/Sec to Bank's SMS traffic.	Overall traffic translates to 2600 SMS/Sec, please let us know the rationale of 5000 SMS/Sec.	This is the peak SMS traffic
50	61	Sl. No. -9	The bidder should be capable to integrate their solution with the Bank's SMS middleware within 30 days from the date of Purchase Order.	We understand that on-premise deployment is not required and rather API integration is required.	Yes, your understanding is correct
51	62	Appendix-E-12	Payment will be done on monthly arrear basis upon receiving the error free invoice from the bidder. Invoice needs to be raised on the minimum of billable SMS counts of the Bank's server and that of the bidder.	Count of billable SMS to be provided by Bank on a daily basis in form of MIS reports.	No change in the existing terms and conditions of RFP
52	68	Appendix-I-D	D) Penalty for fall in success Rate: Success Rate** of 90% and above is expected from Bidder in delivery of Transactional SMS category. (Copy of invoices of last 03 months should be submitted.)	Success rate to be assessed after exclusion of failure/rejection when it is attributable to wrong/invalid number in CBS and all those scenarios where the failure is not attributable to SMS aggregator.	No change in the existing terms and conditions of RFP
53	104	Annexure-A-10	Auto switching from Production to DR or vice versa with zero RTO and RPO	Zero RPO and RTO is not practical and feasible to achieve. Kindly increase the RTO/RPO to atleast 15 mins	No change in the existing terms and conditions of RFP
54	105	Annexure-A-12	Bidder/Service Provider (Not Telecom Operator) has to provide the invoice copy of the SMSs billed by the Telecom operator as DLT charge for SBI High Priority SMSs.	There is no provision of receiving invoice for each client, from the operator. The price arrangement we have with telecom operators is never with bifurcation/break-up of base price and DLT separately and neither with count of DLT for each client. We request you to delete this clause.	No change in the existing terms and conditions of RFP
55	47	Eligibility Criteria (10)	Tie up with min 03 domestic telecom operators (names) or POI with all the telecom operators.10	Due to Non-disclosure agreement signed with the operators, we can not share Agreement copy. Please allow to submit TPS allocation certificates by the Telecom Operators along with TM registration certificate with Operators post DLT regulation of TRAI	No change in the existing terms and conditions of RFP
56	47	Eligibility Criteria (14)	Bidder must be handling minimum 02 crore SMSs per day. (Copy of invoices of last 03 months should be submitted.)	Please confirm if we can submit Invoices for more than one client to suffice requirement of 02 Crore SMSs per day.	Yes, your understanding is correct
57	47	Eligibility Criteria (14)	Bidder should be capable of providing handset level delivery of SMSs, not merely the end telecom tower.	We need clarity on this clause as we as a SMS service provider can successfully submit SMS on Operators' platform but can not ensure delivery as it depends on many external factors like mobile switched off, device not reachable, inbox memory full etc.)	No change in the existing terms and conditions of RFP
58	19	19. AWARD CRITERIA AND AWARD OF CONTRACT: i. Applicability of Preference to Make in India, Order 2017 (PPP-MI Order)	"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.	Kindly clarify the meaning of the below in the A2P SMS context.	Due clarification is already mentioned in the RFP. This is the public guidelines issued by GOI, the details can be checked online.
59	20		"Class-I local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier' hereunder.		Due clarification is already mentioned in the RFP. This is the public guidelines issued by GOI, the details can be checked online.
60	20		"Class-II local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' hereunder. Class-II local supplier shall not get any purchase preference under this RFP.		Due clarification is already mentioned in the RFP. This is the public guidelines issued by GOI, the details can be checked online.
61	15	11. DEADLINE FOR SUBMISSION OF BIDS:	i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events"	Is physical submission also required?	1. Duly executed Precontract Integrity Pact 2. EMD Bank Guarantee
62	47	Appendix B Bidder's Eligibility Criteria	14 Bidder must be handling minimum 02 crore SMSs per day.	Kindly confirm if the same can be aggregated and considered from multiple customers.	Yes, your understanding is correct
63	68	Penalty for fall in success Rate	Penalties	With reference to minimum 90% delivery, kindly confirm if the following error codes will be excluded - Inbox full - International Roaming - Mobile Number blacklisted - Mobile Switched Off - Mobile Out of range - Invalid Mobile Number	No change in the existing terms and conditions of RFP
64	16	13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):	iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	Kindly clarify in case - 1. New taxes are levied by the government.-2. If base SMS charges, DLT charges or any other charges are changed / levied by Telecom Operators in line with DoT guidelines.	Only GOI taxes will be considered and the same is also mentioned in the RFP
65	128	Appendix-N PRE CONTRACT INTEGRITY PACT	(TO BE STAMPED AS AN AGREEMENT)	Kindly confirm if the same is required on Rs. 100 or 500 stamp paper.	It is to be stamped in the Rs. 100 stamp paper.
66			General Query/Suggestion	Does the bank also need a campaign management tool for SMS which can be used for broadcasting and carrying out various SMS bulk campaigns along with the selective reporting capabilities.	No
67	53	Appendix C. a. xi.	The bidder will be required to create the necessary setup at their end to carry out the tests. SBI server(s), if required, will connect to the bidder's server(s) and carry out the functionality tests on live environment	Please elaborate this requirement.	UAT/Preprod setup is required for testing purpose
68	24.i		Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at Appendix-H is to be submitted by the finally selected Bidder (s)	Please confirm whether L3, L4 partner will also have to submit Bank Guarantee	Yes, your understanding is correct

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S.No	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestion	Bank's Response
69	38	43. 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)	Even Service Provider should have the right to terminate the Contract. We request you to make the clause mutual.	No change in the existing terms and conditions of RFP
70	45	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.	Please clarify copy of which registration is required to be submitted. VivaConnect is a registered Telemarketer and has in-house SMS platform for provision of service.	This is the public guidelines issued by GOI, the details can be checked online
71	46	Bidder should have experience of minimum 5 years in providing the bulk SMS Services.	The Bidder should also furnish user acceptance report.	Please confirm whether invoice copies can be submitted instead of user acceptance reports.	Client certificate on satisfactory service can work instead of User Acceptance Report
72	50	15	Whether suitable security certification (ISO, PCI-DSS etc.) of the security posture at Bidders IT environment are in place	We have ISO 9001 and 27001 certification. PCI-DSS may not be applicable for the mentioned scope, hence PCI-DSS should be removed.	No change in the existing terms and conditions of RFP
73	59	Appendix-E( 2-e)	Bidder should have ability to generate MIS reports periodically (every day) as mentioned in Annexure E 2(b)	Annexure E 2(b) is missing in the RFP. Please share applicable clause/details.	Refer to the corrigendum
74		General Point	What is duration to store the non-critical data such as SMS ID, Message Category, Operator, Circle, Status of the SMS, error code, etc.?	Please mention the duration	It is to be stored for the entire contract period
75		General Point	Please elaborate the process of Day to day query about the SMS delivery. As a service provider we are storing the mobile no., message content., etc.	Need to have a process for day to day query about the SMS delivery.	SMS delivery report can be obtained from the submission acknowledgment ID