

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
1	35		38. LIMITATION OF LIABILITY:	Liability too high , kindly please consider to restrict it to 12 months receivables .	No change in RFP terms and conditions.
2	59	4	The solution must be able to connect through an array of heterogeneous applications and web services.	Request you to please explain this point with examples	The proposed solution should expose RESTful API in plain text, JSON, etc. formats, so that it can be consumed by the Bank's internal applications
3	62	21	The solution must have the capability to integrate with solution like IT Asset Management, IT Service Management, Security Operations, Identity Management, Directory Services and standard monitoring tools, CMS, syslogs, DAM, SNMP Monitoring etc., deployed in Bank's environment.	Please suggest what is the timeframe of having these tools integrated into the solution provided ?	Refer to the Payment Milestones
4	63	26	The solution must have support for OAuth, LDAPs, Singe Sign On, Active Directory, Certificate Based, any other industry standard Adaptive Security solution that the Bank may implement.	Please confirm the number of users that will use the application concurrently and total users to be created in the system.	There are around 3 lakh employees in the Bank. It may increase in days to come.
5	63	31	The source application to get the response / acknowledgement within 15 milli-seconds of the message submission	Please confirm if this does not include network latencies, also can this be revised to 50ms for 99 percentile of messages?	Network latency is not included. No change in RFP terms and conditions.
6	64	34	The solution must support Incoming SMSs, API hits for missed call services, OTTs from aggregators and gateways.	Request you to kindly confirm if OTT traffic will also be forwarded based on keyword or on a single end point for a number ?	Routing of Incoming messages/OTT is based on IP address or Keyword or VMN or combination of them.
7	66	NA	Appendix- C1 Below table is required to be filled for all components	Kindly clarify how many site locations should the system be deployed ? Can the vendor propose an abstracted site for all your source applications across geographies?	Initially the deployment is for two geographical sites (Navi Mumbai and Rabale), which may increase in future, as per the decision of the Bank. Source applications are hosted inside Bank's datacentre.
8	68	e	Development, test, staging and production environment must be physically and logically separated from one another as far as possible.	Kindly clarify if the development and test environment can be in the vendors location and only staging and production at the banks location ?	The development and test environment can be at the vendor's location. However, proper security controls, as advised by Bank's Information Security team, must be adhered to. Bidder has to ensure UAT, PreProd, Production and DR environments are functional in the Bank's environment as per RFP terms .
9	74	j	The solution should also be cloud ready. Following guidelines should be ensured if the proposed solution is hosted in hybrid infrastructure.	Kindly clarify if the vendor can deploy a portion of the solution on a private cloud created by the vendor (not in public cloud). If yes, would CSP assessment still apply ?	CSP assessment will be applicable for the vendor cloud.

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10	87	3	Milestones-3	<p>Kindly clarify what is the typical effort for UAT completion to go live in the bank if all goes as planned?</p> <p>What is the definition of go live for the purpose of this milestone?</p>	<p>After UAT, the solution is to be implemented in PreProd, Production and DR environments.</p> <p>Go live means when the solution in Production, DR environment becomes available for use after all the functional testing, load testing and Security clearances are completed.</p>
11	121	127	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 for the customization made specifically for the Bank. 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>Request you to kindly remove this clause and let the vendor/service provider own the IP of the solution?</p> <p>Also clarify, who will own the source code of the application, since there are exceptions in RFP allowing vendor to retain the source code.</p>	<p>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 for the customization made specifically for the Bank.</p> <p>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>
12	124	15. CONFIDENTIALITY	15.12 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	Kindly please consider to restrict confidentiality obligation for 3 years as per our Data retention policy.	No change in RFP terms and conditions.
13	128	16.9	For the customization made specifically for the Bank, 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 other applicable copyright laws.	<p>Request you to kindly clarify what will happen to IP that existed with the service provider prior to this RFP but included in the RFP.</p> <p>What happens to new features developed not mentioned in the RFP but included in roadmap or due to vendor/service providers own market intelligence in the future?</p>	Duplicate- Details mentioned above.
14	128		17. TERMINATION	Unilateral - kindly make this mutual	No change in RFP terms and conditions.
15	133		21. LIMITATION OF LIABILITY	Liability too high , kindly pls consider to restrict it to 12 months receivables .	No change in RFP terms and conditions.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

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16	Page No. 11	point (i) of 4. 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.	Do we need to allot a laptop/desktop for the entire service ? If yes, is there any specification which is required for laptop/desktop.	Bank will provide desktop for vendor partner officials deployed in the Bank. However, if a situation may arise like "Covid", and Bank decides to allow Work From Home, the VPN access may be given to the partner officials on their laptops, hardened as per Bank's policy.
17	Page No. 16	point e of iii Bidders may please note:	DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).	We have DSC in the name of Director and We are planning to make Authorized signatory someone else and against the same we will be providing Board resolution authorizing certificate against the same. Is it still required ?	DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
18	Page No. 30	Point 30 DELIVERY, INSTALLATION AND COMMISSIONING of Part-II	Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank.	Please confirm the primary (Production Site) location for the delivery of the Products and also confirm the secondary (Support Site) for the same. Also confirm what could be maximum number of relocation for system/Site SBI planning in future.	Duplicate- Details mentioned above. Will be advised in due course to the selected bidder.
19	Page No. 50	Point 57. EXEMPTION OF EMD AND TENDER FEE	Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the products and/or services they are offering, are manufactured and/or services rendered by them.	We are registered with Udyog Adhaar/Udyam/Medium Enterprise in MSME and Startup in Department for Promotion of Industry and Internal Trade . So, we are exempted from the EMD ?	Please refer to clause 57 of the RFP document.
20	Page No. 57	Point 7 of Appendix-B Bidder's Eligibility Criteria	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has implemented SMS gateway solution catering to average volume of 10 crore SMSs per day, in the last 03 (three) years (At least one client reference is required)	Do we need to provide three Different POs of each year or any single PO from the last 3 years?	Evidence indicating 03 years of service, with at least 01 client reference.
21	Page No. 59	Point 3 of Appendix-C, Technical & Functional Specifications	The solution should support multiple protocols for incoming as well as outgoing SMSs, as per the requirements.	Web, API (Json, HTTP, XML), and SMPP. Are there any other protocols?	Will be advised in due course to the selected bidder.
22	Page No. 59	Point 4 of Appendix-C, Technical & Functional Specifications	The solution must be able to connect through an array of heterogeneous applications and web services.	Is it Possible through API? Need more details in this regards.	Duplicate- Details mentioned above.
23	Page No. 60	Point 14 of Appendix-C	The solution should support migration of SMS logs from existing solution and display the last 02 years data over dashboard. Approx. there is 150 TB of data (in different formats) currently available that needs to be migrated to the new solution. Year-on-year growth may be considered at 60.0 TB.	Do we need to store the Data (SMS Logs) on Live Platform or In archive or In Flat Files. As making 2 years data in live will affect the performance of the system.	System should be adequately designed as per RFP terms.
24	Page No. 61	Point 17 of Appendix-C, Technical & Functional Specifications	The solution should be capable of processing TPS (SMSs/ sec) as follows for next 07 years. Here for the purpose of calculating TPS, an SMS having multipart or a single part either in Unicode or text will be considered as a single SMS-	Is this TPS required from standalone server or required from parallel multiple server.	Internal applications of the Bank will submit traffic on DNS mapped to particular IP.

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25	Page No. 63	Point 28 of Appendix-C	Web based User Interface for creation and maintenance of the application, users, and related parameters.	Do SBI have separate interface for web based SMS, API Based SMS Trigger and Central SMPP for triggering or Is SBI using only APIs through various department and then submitting it directly to the SMPP Gateway.	Web based interface and API service have to be developed as a part of this solution.
26	Page No. 64	Point 34 of Appendix-C- Technical & Functional Specifications	The solution must support Incoming SMSs, API hits for missed call services, OTTs from aggregators and gateways.	Need information of various OTT type messaging that SBI required in SMS Gateway solution.	Will be advised in due course to the selected bidder.
27	Page No. 81	Point q of Appendix-E	To migrate the existing, online data as well as archived data, which is stored in Databases (Mongo, Oracle and Maria) and in Flat files. The total size of existing data is approx. 150 TB (uncompressed) spread across flat-files and database tables.	How often do we require to search data in Flat files.	The search is made on daily basis multiple times.
28	Page No. 81	Point r of Appendix-E	The solution should be capable of distributing TPS (SMSs/sec) as follows for next 07 years. Here for the purpose of calculating TPS, an SMS having multipart or a single part either in Unicode or text will be considered as a single SMS	There are three types of TPS solution asked for SMS Solution. Can we have clarity on the same that why there is been three different system/ TPS asked.	RFP clauses are self-explanatory
29	Page No. 81	Point r of Appendix-E	The solution should be capable of distributing TPS (SMSs/sec) as follows for next 07 years. Here for the purpose of calculating TPS, an SMS having multipart or a single part either in Unicode or text will be considered as a single SMS	Confirm the current total TPS provided by the operator/ aggregator on the delivery site against the same.	Not a relevant query.
30	Page No. 83	Point bb of Appendix-E	Bidder should ensure minimum 14 technical graduate manpower resources at Bank's onsite premises from the date of Production go live in following fashion.	Confirm the language known required for the manpower like is there any local language manpower required for the same. Is onsite present required for the complete 7 year duration or just for Go live.	At least English language is required. Onsite resources are required for the complete 07 years from the date of Go-Live.
31	Page No. 101	Point g of 6 of Appendix-J	Penalties for SLA uptime shall be as under	Please confirm the duration of penalties for SLA is it on monthly basis or weekly basis?	Monthly basis
32	Page No. 147	Point P of ANNEXURE-A	To migrate the existing, online data as well as archived data, which is stored in Databases (Mongo, Oracle and Maria) and in Flat files. The total size of existing data is approx. 150 TB (uncompressed) spread across flat-files and database tables.	Can we compress this file and store it in archive format or do you required the same in uncompressed format.	It can be stored as per your system design, but the logs/records extraction from those files should be immediate.
33	Page No. 150	Point cc of Annexure-A	Queues for message categories like: f. High priority/ Real time SMSs. g. Transactional SMSs h. Informative SMSs i. Promotional SMSs j. OTT messages	Kindly confirm the current TPS at which SBI is sending OTP, Transactional and Promotional SMS as on current date. And also confirm the Total volume of monthly SMS SBI sending through platform/ Gateway.	Not in the scope of this RFP.
34	Page No. 89	Appendix-F	Indicative Price Bid	How do submit our price bid against the same.	RFP clauses are self-explanatory
35	66		Appendix C1 - Bill of Materia	Please specify the responsibilities of SBI in hosting the solution - like Rack space, power supply, Internet, IT, connectivity between sites etc, so that we will have clear indication of cost. RESPONSIBILITIES OF THE BANK RESPONSIBILITIES OF THE SERVICE PROVIDER	Rack space, Power supply, Intranet, Connectivity between sites shall be provided by the Bank. Racks and other required devices are required to be delivered by the successful bidder.

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36	81	Appendix E -Scope of Work and Payment Schedule	r) The solution should be capable of distributing TPS (SMSs/sec) as follows for next 07 years. Here for the purpose of calculating TPS, an SMS having multipart or a single part either in Unicode or text will be considered as a single SMSi. solution should be capable to receive SMSs from multiple source applications at an average TPS of 30,000 SMSs/sec, immediate peak TPS of 60,000 SMSs/sec and projected TPS in 03 years from go-live date is 75,000 SMSs/sec,	Our understanding is that the solution should be currently sized for 30000 SMS per second, and the platform should have capability for further scaling. Scaling the solution further may require hardware and implementation cost.We are assuming separate commercials will be applicable for solution scaling at a later date. Please confirm if our understanding is correct	RFP terms are self-explanatory
37	57 and 8	08 AND Bidder's Eligibility	The bidder, if participating as Channel Partner of any OEM and Consortium bidding is not permitted under this RFP.	"I would like to seek clarification regarding the statement that 'The bidder, if participating as a Channel Partner of any OEM, and Consortium bidding is not permitted under this RFP.' Can you please provide more details on the specific requirements or conditions that Channel Partners of OEMs are expected to meet? Additionally, could you confirm whether consortium bidding is strictly prohibited for this RFP, and if so, could you provide further information on the reasons behind this restriction?"	No such clause in RFP. RFP terms are self-explanatory
38	57	Bidder's Eligibility Criteria sr no 07 page 57	7. Client references and contact details(email/ landline/ mobile) of customers for whom the Bidder has implemented SMS gateway solution catering to average volume of 10 crore SMSs per day, in the last 03 (three) years (At least one client reference is required)	"Does 'SMS gateway solution' refer to clients using our SMS application, each sending more than 10 Cr messages in a single day, or can we submit references of multiple clients collectively exceeding 10 Cr messages daily?"	10 Crore messages submission by the bidder's platform can be of single day in last 03 years.
39				could you please confirm whether the client references need to have an average daily SMS volume of 10 crore messages within the last three years, or if this requirement applies to the bidder's experience in providing SMS gateway solutions?	Collective volume of different clients will not be considered.
40				Client reference letter to mention average volume of SMS handled per day.	Regarding confidentiality, customers cannot disclose project volume and value in the letter. Instead, they can provide a service satisfactory letter. SBI will also provide a service satisfactory letter without mentioning project volume or value.
41	8	i. INVITATION TO BIDDING	iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Appendix-B of this RFP and willing to provide the Software Solution/ service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.	As per the RFP, I couldn't locate any information stating that existing SMS Aggregators are ineligible to participate. To ensure accuracy, could you kindly verify with the SBI team whether our status as the current SMS aggregator for SBI's High Priority Transactional and Bulk SMS traffic allows us to participate in this RFP?	Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Appendix-B of this RFP

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42	73	ANNEXURE-A Scope of Work and Payment Schedule	The proposed solution should be hosted on either physical infrastructure (Onpremises) or Hybrid infrastructure (few components hosted on-premise and few components on public cloud), as per terms and conditions stated elsewhere in this RFP. The physical hardware or public cloud infrastructure has to be provided by the bidder as part of this solution.	Can you please elaborate in this regards Regarding the hosting of the proposed solution, is it permissible to choose either physical infrastructure (On-premises) or a Hybrid infrastructure (a combination of on-premise and public cloud components), as specified in the terms and conditions elsewhere in this RFP? Additionally, should the bidder be responsible for providing the physical hardware or public cloud infrastructure as part of the proposed solution?	Its bidder responsibility to provide infrastructure as a part of on-premise or hybrid solution, as stated in the RFP.
43	59	Appendix C Point no 2	The bidder/service provider must submit a security assurance "Certificate" for the proposed SMS solution, thus confirming that the product is free from any security vulnerabilities until the date of issuance of Certificate.	We have an arrangement with third party for assessing security vulnerabilities and provide certification for same. Certificate from this third party can be provided. Please confirm if this is acceptable.	Certificate should provided on the bidder's letterhead by the authorised signatory.
44	59	Appendix C Point no 5	File upload interface to all user departments for sending SMSs in bulk with minimum of 50 lakh mobile numbers in one file.	Please clarify what is the maximum limit and file size required to be supported	Will be advised in due course to the selected bidder.
45	59	Appendix C Point 9	The solution must provide Zero Data loss in any circumstances.	How will the Bank ensure Zero data loss in case of any network related issue or any unforeseen issue with the Hardware etc?	Appropriate retry mechanism should be in place to handle network fluctuations. Hardware should be appropriately configured in desired HA/RAID category to avoid message loss.
46	59	Appendix C Point no 3	The solution should support multiple protocols for incoming as well as outgoing SMSs, as per the requirements	Please specify what all protocols to be supported apart from HTTP/HTTPS protocols for incoming SMS and SMPP/HTTPS in outgoing messages.	Duplicate- Details mentioned above.
47	62	Appendix C Point no 18	The solution must support Incoming SMSs from aggregators and gateways. Routing of Incoming SMSs to the destination application to be based on IP or Keyword or VMN (Virtual Mobile Number). Auto triggering of Incoming SMS logs through email should also be provisioned. Logs of Incoming SMSs to be displayed over dashboard	Are the pull services to be hosted on premise or can it be hosted as a separate service outside of this complete push mechanism ? Also is a centralized reporting panel for both pull and push messages is required or there can be two separate panels for pull and push respectively.	All types of services should be hosted onto the single platform with common dashboard.
48	62	Appendix C Point no 19	The Proposed solution to be able to cater over 60 Crore SMS (one way) per day. Here for the purpose of calculating SMS volume, an SMS having multipart or a single part either in Unicode or text will be considered as a single SMS.	Clarity required are we saying SMS having multipart or a single part either in Unicode or text will be considered as a single SMS in terms of reports or billing.	Reports should be displayed in both i.e., considering single SMS length and multipart SMS length. However, this clause is related to system capacity.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

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49	62	Appendix C Point no 21	The solution must have the capability to integrate with solution like IT Asset Management, IT Service Management, Security Operations, Identity Management, Directory Services and standard monitoring tools, CMS, syslogs, DAM, SNMP Monitoring etc., deployed in Bank's environment.	We would be providing our system API's which will be integrated by the bank with the required tools .Please specify if other methodologies is expected /required by the bank?	APIs shall be provided by the corresponding solution, which the proposed SMS solution is required to integrate with them.
50	62	Appendix C Point no 23	The solution should be configurable and have the ability to capture events at every stage and forward it to the source	Can you please elaborate with a use case?	Events are related to security events as well as SMS processing hops. Eg. Hop1: Received at SMS gateway Hop2: Processing at SMS gateway Hop3: Submitted by SMS gateway to the aggregator
51	62	Appendix C Point no 24	The solution must provide the segregation of duties for the user at all the layers i.e. operating system, middleware, application and DB layers.	Please elaborate how the segregation is expected? Is it Role based segregation?	Yes, it is role based segregation. However, more details will be provided in due course of time.
52	63	Appendix C Point no 32	Ability to configure message retry (based on sender ID or certain business rules or failure reasons) for the SMS pending due to any reason.	Apart from non-delivery reasons such as connection failure to vendors(Messaging Provider) API's/vendor not available,please specify what other rules are to be implemented for message retry?	Appropriate retry mechanism should be in place to avoid message loss in the system.
53	64	Appendix C point no 35	The proposed solution must support rule based SMS traffic segregation.	Apart from handling OTP/Non OTP traffic separately. Please clarify what other rules are to be implemented for traffic segregation.	Rule based traffic segregation includes priority wise, mobile number wise, etc. The more details will be advised during implementation phase to the selected bidder.
54	147	Appendix E point no q	To migrate the existing, online data as well as archived data, which is stored in Databases (Mongo, Oracle and Maria) and in Flat files. The total size of existing data is approx. 150 TB (uncompressed) spread across flat-files and database tables	Is existing data present in encrypted form and what algorithm is used for encryption here?	Details on encryption algorithm will be provided during implementation phase to the selected bidder.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

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55	74	Appendix E Point no f	The proposed solution has to be developed, tested, deployed and functional on the hardware devices provisioned by the bidder and installed in the Bank's datacenters as per Bill of Material in all the required setups- UAT, Preprod, Production and DR sites. If the Bank desires to host the solution in an additional site/datacenter the bidder shall arrange the required infrastructure and deployment of solution in sync with other two sites. The cost for setting up of solution in the new datacenter shall be proportionate to the discovered rate in reverse auction and to be borne by the Bank. The proposed solution should also be capable enough to be deployed in the Bank's private cloud (Meghdoot) without any deterioration in the service and SLA.	Please suggest the sizing parameters for UAT and Pre-pod setup	Sizing of UAT and Preprod will be as follows- UAT: The infrastructure and software application should be sufficient to cater one-tenth of Production SMS traffic and TPS. Pre-prod: Exact replica of Production in terms of architecture, however infrastructure and software application should be sufficient to cater one-third of Production SMS traffic and TPS.
56	139	Annexure A	In this context the Bank at present has the following scope of work which is specific to SMS, however, the Bank will prefer a solution that has the extensibility to OTT channels. The proposed solution should be OTT ready from day one i.e., the Bank may ask the selected partner to enable communication with OTT platforms from the day of go live.	Is the requirement for integrating API of SDK provider(that manages notification for apps) or is anyother specific requirement exists.Also, please clarify the OTT vendor which needs to be integrated?	OTT integration could be with the app provider or with the aggregator.
57	57	Appendix B point 7	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has implemented SMS gateway solution catering to average volume of 10 crore SMSs per day, in the last 03 (three) years (At least one client reference is required)	can we share two or more clients which add up to 10 crore	Duplicate- Details mentioned above.
58	Page 59	Appendix C S No 3	The solution should support multiple protocols for incoming as well as outgoing SMS, as per the requirements.	Could you please list the protocols that should be taken into consideration for both incoming and outgoing SMS messages?	Duplicate- Details mentioned above.
59	Page 60	Appendix C S No 13	The solution must be sized to archive data for 15 years, with at least 02 years data online and accessible through dashboard available to all Bank staff members in real time. The solution should be capable to make available the archived SMS delivery logs to the end user within 24 hours.	What data should be stored for a 2-year online retention period? Please clarify whether this should include CDRs, reports, and logs in the online storage.	All SMS related data is required to be stored and displayed over dashboard.
60	Page 61	Appendix C S No 17	solution should be able to submit OTT messages at an average TPS of 5,000 SMSs/sec, immediate peak TPS of 10,000 SMSs/sec and projected TPS in 03 years from golive date as 15,000 messages/sec. Receive response at similar TPS.	Please provide which all OTT Channels/ Social media channels needs to be considered	Duplicate- Details mentioned above.
61	Page 63	Appendix C S No 32	Ability to configure message retry (based on sender ID or certain business rules or failure reasons) for the SMS pending due to any reason	Could you please specify the number of retry that need to be taken into account during the system Dimensioning	Will be shared in due course with the selected bidder. However, a configurable and parameterised retry mechanism should be in place.

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62	Page 63	Appendix C S No 36	The solution should be flexible enough to support virtualization/ containerisation without any performance impact	Should we need to provide the Bill of Quantities (BOQ) for a virtualized environment or a containerized BOQ?	Depends on the proposed application architecture
63	Page 64	Appendix C S No 40	The bidder should provide the solution with the requirements in terms of network connectivity, Database, Middleware, Operating System, etc. needed to implement the proposed SMS Gateway Solution. The configurations of hardware should be clearly articulated, along with the network bandwidth requirement to process SMSs on such high throughput.	Please provide which database needs to consider for deployment. (Ex. MySQL, Oracle) and which Operating system to be considered	There is no restriction on the choice of database and OS from the Bank's end. The requirement of this RFP should be accurately fulfilled. Databases used in the solution should not be a limitation in the performance and scope of work defined in the RFP.
64	Page 64	Appendix C S No 44	The solution must provide backup and restoration as per pre-defined RPO. The solution must be configured in Active Active mode (i.e., DC and DR setup functional at the same time). Auto-switch over of SMS traffic (without manual intervention) with zero down time, effectively making RTO of zero minutes	In addition to the primary Data Center (DC) and Disaster Recovery (DR) environments, should we also take into account any other environments, such as a UAT & Preprod, what is the size of UAT and Pre Prod environments need to consider for BOQ Dimensioning	Duplicate- Details mentioned above.
65			Generic Query	Kindly confirm what kind of post production support you are looking for? Ex : Managed Services ? L3 ?	Details on the onsite resources are already mentioned in the RFP.
66	Page 62	Appendix C S No. 44	The solution must support Incoming SMS from aggregators and gateways. Routing of Incoming SMS to the destination application to be based on IP or Keyword or VMN (Virtual Mobile Number). Auto triggering of Incoming SMS logs through email should also be provisioned. Logs of Incoming SMS to be displayed over dashboard.	Logging of incoming SMS in dashboard - Should the platform store the SMS Content	All SMS related data is required to be stored and displayed over dashboard.
67	Page 65	Appendix C S No. 44	The proposed solution should be based on forward and store mechanism i.e., not have dependency on database for SMS processing.	Kindly confirm the storage duration to be factored .	Details are already mentioned in the RFP.
68	Page 64	Appendix C S No. 34	The solution must support Incoming SMSs, API hits for missed call services, OTTs from aggregators and gateways.	Please elaborate on the requirement of missed call service	The solution should expose API to receive missed call hits from the specified aggregator.
69	Page 57	Appendix B	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has implemented SMS gateway solution catering to average volume of 10 crore SMSs per day, in the last 03 (three) years (At least one client reference is required	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has implemented SMS gateway solution catering to average volume of 5 crore SMSs per day, in the last 03 (three) years (At least one client reference is required	Please refer to the Corrigendum-I
70	56	Appendix-B Bidder's Eligibility Criteria point 3	The Bidder must have an average turnover of minimum Rs. 50 crore during last 03 (three) financial year(s).	As we are MSME vendor request you to allow turnover of minimum of Rs.35 Crore for last 3 years	Please refer to Appendix B (Bidder's eligibility criteria)

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

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71	59	Technical & Functional Specifications Point 6	The solution must support segregation of queues on the basis of priority of the SMSs, type of aggregator or any other logic as decided by the Bank.	Here we can help with multiple accounts for the same	RFP has been published for SMS gateway solution, not for aggregator service.
72	59	Technical & Functional Specifications Point 9	The solution must provide Zero Data loss in any circumstances.	The data we will receive form your end will proceed in proper manner without any data loss	RFP has been published for SMS gateway solution, not for aggregator service.
73	61	Technical & Functional Specifications Point 16	5000 new TCP connections per second, scalable upto 10000 new TCP connections per second.	TCP and TPS we will upgrade once we get this project	No response from Bank is required
74	62	Technical & Functional Specifications Point 21	The solution must have the capability to integrate with solution like IT Asset Management, IT Service Management, Security Operations, Identity Management, Directory Services and standard monitoring tools, CMS, syslogs, DAM, SNMP Monitoring etc., deployed in Bank's environment.	Our solution is API based the same you need to integrate on your own.	RFP has been published for SMS gateway solution, not for aggregator service.
75	62	Technical & Functional Specifications Point 21	The solution must provide the segregation of duties for the user at all the layers i.e. operating system, middleware, application and DB layers.	Request you to kindly explain the point in details	Duplicate- Details mentioned above.
76	63	Technical & Functional Specifications Point 26	The solution must have support for OAuth, LDAPs, Singe Sign On, Active Directory, Certificate Based, any other industry standard Adaptive Security solution that the Bank may implement.	Will support Oauth and Single Sign On, request you to confirm on the same	Integration with all the solutions/parameters should be supported
77	63	Technical & Functional Specifications Point 33	Length based or Keyword based restriction for the users.	Request you to kindly explain the point in details	Length based restriction is related to extent of multipart support for each user and keyword based restriction is related to spam filtering.
78	Page (59)	Technical and Functional Specifications	The proposed solution should be based on Queuing Technology.	Can SBI share business wise detail so that multiple Quering as per business need can be managed.	RFP terms are self-explanatory
79	Page (59)	Technical and Functional Specifications	The bidder/service provider must submit a security assurance "Certificate" for the proposed SMS solution, thus confirming that the product is free from any security vulnerabilities until the date of issuance of certificate.	Jio- has internal infosecurity team which provides security assurance or certificate . If you are loogin for third party security assurance team, Please confirm list of partners	Duplicate- Details mentioned above.
80	Page (59)	Technical and Functional Specifications	The solution should support multiple protocols for incoming as well as outgoing SMSs, as per the requirements.	Please list allthe protocol for both incoming and outgoing, as per our indstry - SMPP, HTTPS with Json or XML payload or RCS prtocol to carry SMS	Duplicate- Details mentioned above.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

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81	Page (59)	Technical and Functional Specifications	The solution must be able to connect through an array of heterogeneous applications and web services.	<p>Please list the heterogeneous application and web services hosted by SBI.</p> <p>We want clarity whether it is going to be HTTP Restful API because consumption of the SendSMS APIs are going to be used by SBI applications</p>	Duplicate- Details mentioned above.
82	Page (59)	Technical and Functional Specifications	The solution must provide Zero Data loss in any circumstances.	we propose to have persistent Queues in HA server and works in DR mode. Zero Data Loss will lead to have Two Simultaneous Active-Active System working in parallel. This will change the BOQ or Hardware Costing accordingly, Please clarify	RFP terms are self-explanatory
83	Page (60)	Technical and Functional Specifications	The solution must be sized to archive data for 15 years, with at least 02 years data online and accessible through dashboard available to all Bank staff members in real time. The solution should be capable to make available the archived SMS delivery logs to the end user within 24 hours.	<p>Query of archived data for 15 years with 2 year online for how many SBI Bank Staff.</p> <p>Because it is written all SBI Bank Staffs, Please clarify</p>	There are around 3 lakh employees in the Bank. It may increase in days to come.
84	Page (60)	Technical and Functional Specifications	The solution must have SMS and email alerts for health of the hardware, software and application	Can we put cloud based Observability as additional Platform for monitoring the SMS Gateway for Logs, Metrics and Traces.	Cloud based Observability can be used, however, it is to be ensured that Bank's critical / sensitive data must not be stored outside Bank's network. Also, please be advised that the standards / practices as per the guidelines of Information Security department of the Bank must be followed.
85	Page (60)	Technical and Functional Specifications	The solution must support Incoming SMSs from aggregators and gateways. Routing of Incoming SMSs to the destination application to be based on IP or Keyword or VMN (Virtual Mobile Number). Auto triggering of Incoming SMS logs through email should also be provisioned. Logs of Incoming SMSs to be displayed over dashboard.	Incoming SMS Volume not listed by anywhere in the document, Please highlight Design Basis and Actual Traffic	TPS details are already mentioned in the RFP.
86	Page (61)	Technical and Functional Specifications	The Proposed solution to be able to cater over 60 Crore SMS (one way) per day. Here for the purpose of calculating SMS volume, an SMS having multipart or a single part either in Unicode or text will be considered as a single SMS.	as per current 60 Crore SMS (oneway) per day . Hence BOQ and engineering to be done). Is this Design basis of SMS Bulk Software or Actual Traffic for deployment, Please clarify	RFP terms are self-explanatory
87	Page (62)	Technical and Functional Specifications	The solution must have the capability to integrate with solution like IT Asset Management, IT Service Management, Security Operations, Identity Management, Directory Services and standard monitoring tools, CMS, syslogs, DAM, SNMP Monitoring etc., deployed in Bank's environment.	Please list the all the systems. Like IT Asset Management, IT Service Management, Identity Management etc. which require integrations or where ever possible we can bring independent pre-integratedd platforms just for SMS Bulk Gateway for IT Asset management , IT Service Management, Security Option Syslogs, SNMP Monitoring to have better visibility to team and to run smooth operations. This will lead to better Operational Framework.	Will be advised in due course to the selected bidder.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
88	Page (62)	Technical and Functional Specifications	The solution must have support for OAuth, LDAPs, Singe Sign On, Active Directory, Certificate Based, any other industry standard Adaptive Security solution that the Bank may implement.	SBI Bankto list the all their existing software vendors for integration into BulkSMS Gateway	Will be advised in due course to the selected bidder.
89	Page (62)	Technical and Functional Specifications	The solution must support Incoming SMSs, API hits for missed call services, OTTs from aggregators and gateways.	Please list the OTT Platform like Whatsapp, Google RCS.	Will be advised in due course to the selected bidder.
90	Page (62)	Technical and Functional Specifications	The solution must provide backup and restoration as per pre-defined RPO. The solution must be configured in Active-Active mode (i.e., DC and DR setup functional at the same time). Auto-switch over of SMS traffic (without manual intervention) with zero down time, effectively making RTO of zero minutes	Zero Down time and Active-Active mode- Will drive the BOQ Sizing accordingly- Please confirm for Active- Standby or Active-Active	RFP terms are self-explanatory
91	Page (62)	Technical and Functional Specifications	The proposed solution should be deployed on HA cluster, with no single point of failure. Auto scalability, high reliability and adequate redundancy in application components, servers, databases, middleware, etc. to be ensured for 99.999% solution uptime. The uptime can be ensured through a single instance or multiple instances, as necessary.	99.999% uptime means 5.2 minutes per year of downtime. This is for the boundary of SMS Gateway only	This is the uptime requirement for the proposed SMS gateway solution
92	Page (73)	Technical and Functional Specifications	The proposed solution should be hosted on either physical infrastructure (Onpremises) or Hybrid infrastructure (few components hosted on-premise and few components on public cloud), as per terms and conditions stated elsewhere in this RFP. The physical hardware or public cloud infrastructure has to be provided by the bidder as part of this solution.	As per bidder's Software Architecture of Bulk SMS, few components on-Prem and rest all Components on Public Cloud. Bidder is free t choose the sizing of -onprem servers and Public Clud for Hybrid Scenarios. Hybird Deployment scenario can be dedicated or shared deployment on hybrid Public Cloud condition meeting the SLAs. Please confirm	CSP should isolate its data from other customers, to avoid comingling of data, in case of multi-tenancy.
93	24	34	Right to audit	Request to share the risk parameters on the basis of which the inspection that will be accried out and the detailed scope of audit/ inspection relevant and applicable. Request customer to clarify the scope such inspection. The bidder requests that any information which are confidential may be outside the purview such inspection / audit .	Will be advised in due course to the selected bidder.
94	35	35	As per scope of this RFP, sub-contracting is not permitted	Kindly confirm if provision of services by an affiliate under the same parent will be considered as subcontracting.	Provision of services by an affiliate also comes under Sub-Contracting.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
95	35	38(iii)	<p>The limitations set forth herein shall not apply with respect to:</p> <p>(a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;</p> <p>(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,</p> <p>(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.</p>	<p>With regard to the exclusion to the limitation of liability we request to (i) incorporate a knowledge qualifier on indemnification pursuant to third party IPR infringement (ii) the applicability of any liability related to damages while at Bank's Premises and (iii) liability towards the breach of confidentiality to be restricted to court awarded damages . We also request the clause related to statutory fines imposed by Govt / regulatory authority as it is within the control of the Bank . Request you to kindly revise the clause as proposed below:</p> <p>The limitations set forth herein shall not apply with respect to:</p> <p>(a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right <u>knowingly done by the Service Provider;</u></p> <p>(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider <u>while at the Bank's Premises,</u></p> <p>(c) <u>to the extent of court awarded</u> damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider .To</p>	No change in RFP terms and conditions.
96	37	41(iv)	<p>Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.</p>	<p>Request the bank to consider incorporating the following as exception to this clause where the Bank to indemnify in the event of accidents or loss of life, the cause of which is the Bank's or Bank's subcontractors' negligence</p>	No change in RFP terms and conditions.
97	38	43	<p>Intellectual Property Rights and Ownership</p>	<p>Considering the scope of services which are being procured under the RFP , we understand that there are no licensing / transfer of intellectual property rights involved. Hence, we propose the following to be incorporated as part of RFP/ Contract.</p> <p>Each party owns and shall continue to own their intellectual property (IP) and and agree that nothing in this RFP shall confer or be deemed to confer on either Party, any right, title or interest in the other Party's IP and or each Party hereby acknowledges that it shall not acquire any right, title or interest, in respect thereof.</p>	No change in RFP terms and conditions.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
98	43	46(v)(b)	Debarment from participation including removal from empanelled list-Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions.	The provisions related to Debarment appears to be too wide . Hence request to restrict the applicability of debarment to a material / substantial breach of the terms and conditions by Service Provider, due to reasons solely attributable to it , which are not cured / remedied despite a 90 days notice to remedy the breach , provided such breaches are capable of being remedied .	No change in RFP terms and conditions.
99	44	46(v)(c)	For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.	While we understand that in the event of proven transgression of the code of integrity, the bank suggests debarment, same should be limited to the entity which was involved in the Bid and shall not be extended to related entities, which are not related to the Bid or not under any default . Kindly confirm.	No change in RFP terms and conditions.
100	44	47 (i)	<p>The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:</p> <p>(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.</p> <p>(b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.</p> <p>c) Violations of any terms and conditions stipulated in the RFP.</p> <p>(d) On happening of any termination event mentioned in the RFP/Agreement.</p> <p>Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) (a) to (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.</p>	<p>Considering the large scope of services involved , we request to limit the right to terminate the agreement only in the event of (i) any substantial breach of the RFP terms and conditions . A mere breach should not attract the provisions related to terminations . Request to modify the clause and issue a clarification . May kindly consider the below modifications:</p> <p>The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) 90 (ninety) days, terminate the Agreement in whole or in part:</p> <p>(a) If Service Provider fails to deliver- perform any- or all the obligations as per the agreed period time period specified in the RFP/Agreement, or any extension thereof granted by as agreed to with the Bank.</p> <p>(b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.</p> <p>c) Violations of any terms and conditions stipulated in the RFP.</p> <p>(d) On happening of any termination event mentioned in the RFP/Agreement.</p> <p>Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) (a) to (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) 90 (ninety) days to cure such breach of the</p>	No change in RFP terms and conditions.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
101	45	47(ii)	In the event the Bank terminates the Contract 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 limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.	Request you to consider the below modifications: In the event the Bank terminates the Contract 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 limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.	No change in RFP terms and conditions.
102		47(vi)	of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.	Request Bank, not to terminate the contract for reasons which are not solely attributable to the Service Provider	No change in RFP terms and conditions.
103	57	Appendix B	8. Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	The said requirement also mentions past litigations. Since we understand that these are cases which already have a judgement, kindly clarify if the bank is looking for a record of particular number of years.	There is no restriction on number of years, however, adverse litigations could result in disqualification, at the sole discretion of the Bank
104	99	Appendix J	Other Terms and Penalties	We understand that the loss or damage mentioned in point 13 page 103 is limited to direct damage solely attributable to the bidder and which is proven in the court of law and such damage is limited to the liability cap as mentioned in the RFP. Bank to clarify whether they will execute the terms and conditions of the EULA of the software license as applicable.	Query not clear.
105	111	Appendix K-2	SCOPE OF WORK	What is the purpose of the forensic audit and what is its frequency?	Will be shared in due course with the selected bidder.
106	118	Appendix K-5.5	Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.	In the event there is deployment of manpower, whether the same can be through an affiliate/ group company of the bidder. Kindly confirm .	Subcontracting is not applicable.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

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107	118	Appendix K-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 willful 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 present indemnity clause is too broad , we request for a restricted indemnity, especially to the extent of court awarded damages, with the modifications as proposed below .Request you to consider the following changes in the clause: 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 <u>to the extent of court awarded damages;</u> or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider <u>while at the Premises of the Bank.</u> Service Provider agrees to make good the loss suffered by the Bank.	No change in RFP terms and conditions.
108	121	Appendix K-10.6	For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.	The said clause refers to the policy framed by the bank. The bidder as an organisation has a policy in line with the applicable law. Hence we suggest rewording the clause as below: For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank Service Provider (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.	No change in RFP terms and conditions.
109	121	Appendix K-11	As per the scope of this Agreement sub-contracting is not permitted.	We understand that any services provided by affiliates of the bidder will not be considered as subcontracting. Kindly confirm.	Duplicate: Subcontracting is not applicable.
110	121	Appendix K-12	Intellectual Property Rights	Considering the type of services which are being procured under the RFP , we understand that the IP rights which are provided by the OEMs are flowing down as is as per the EULA. Kindly confirm the understanding.	RFP clauses are self-explanatory
111	123	Appendix K-14	Inspection and Audit	Request customer to clarify and share the detailed scope of such inspection / audit including risk parameters proposed to be adopted. We also request to avoid any inspection / audit at the premises , which may be outside the scope of the services under RFP.	Will be shared in due course with the selected bidder.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
112	126	Appendix K-15.12	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.	Since there is no software or personal data being provided, request you to modify the clause accordingly and restrict the survival period to a specified period . We request you to consider the following modifications . 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.	No change in RFP terms and conditions.
113	127	Appendix K-16	Ownership	Not applicable. There is no transfer of ownership of any intellectual property rights as such the clause to be modified accordingly .	No change in RFP terms and conditions.
114	129	Appendix K-17.1	The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part: (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank; (f) If Service Provider fails to perform any other obligation(s) under the Agreement; (g) Violations of any terms and conditions stipulated in the RFP; (h) On happening of any termination event mentioned herein above in this Agreement. Prior to providing a written notice of termination to Service Provider under clause 17.1 (i) to 17.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.	With regard to termination for breach we request to restrict the right to terminate only in case of a material or substantial breach of the contract due to reason solely attributable to the Bidder and by giving a 90 days notice to cure the breach. Further service provider may be given a right to terminate the agreement either in part or in full (i) in case of failure to pay any undisputed payments or (ii) in case of breach of the terms and conditions of the Agreement.	No change in RFP terms and conditions.
115	129	Appendix K-17.3	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 21 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.	We request that the termination may be restricted only in respect of the undelivered portion of services . We request you to consider the below modifications: In the event the Bank terminates the Contract 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 21 Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.	No change in RFP terms and conditions.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
116	129	Appendix k-17.4	<p>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>(i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.</p> <p>(ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.</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>(iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.</p>	<p>Request you to provide at least 30 days notice period for events which can be subject to a cure. Kindly consider rewording the said clause as below:</p> <p>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>17.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.</p> <p>17.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.</p> <p>17.4.3 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>17.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service</p>	No change in RFP terms and conditions.
117	133	Appendix K-21.1	<p>The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.</p>	<p>Considering the larger scope of services , we request to limit the aggregate liability of service provider to the annual value of the contract .Request you to consider rewording the same as below:</p> <p>The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total <u>Project Cost value paid to the Service Provider in the 12 months from the date the claim has arisen .</u></p>	No change in RFP terms and conditions.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
118	133	Appendix K-21.3	<p>The limitations set forth in Clause 21.1 shall not apply with respect to:</p> <p>claims that are the subject of indemnification pursuant to Clause 12 (infringement of third party Intellectual Property Right);</p> <p>(ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;</p> <p>(iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;</p> <p>(iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.</p>	<p>The exclusions to the limitation of liability with respect to IP infringement may be subject to a knowledge qualifier and taibility in case of damages may be restricted to court awarded damages . We propose the below modifiactions :</p> <p>The limitations set forth in Clause 21.3 shall not apply with respect to:</p> <p>(i) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right <u>knowingly done by the Service Provider;</u></p> <p>(ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider <u>while at the Bank's Premises,</u></p> <p>(iii) <u>to the extent of court awarded</u> damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>(iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.<To be deleted since compliance is within the control of the bank></p>	No change in RFP terms and conditions.
119	136	Appendix K-24.7	<p>ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:</p> <p>(i) This Agreement;</p> <p>(ii) Annexure of Agreement;</p> <p>(iii) Purchase Order No._____ dated _____; and</p> <p>(iv) RFP</p>	<p>As a part of compliance all customers may be required to execute certain declarations. Hence we request you to kindly add " any other document executed between the Parties" as the last in the order of precedence .</p>	No change in RFP terms and conditions.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
120	179	Appendix L-Non Disclosure Agreement-2(a)	Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.	Request the bank to share the template of the undertaking so that we can notify the same to the approved subcontractors. Also, we understand that there may be affiliates / group companies involved in provision of the incidental services. Kindly confirm that no such undertaking would be needed from such affiliates.	Sub-contracting is not allowed. Clause is self-explicit.
121	181	Non Disclosure Agreement-3(d)	Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.	Kindly confirm if we can submit a certificate that we are complying with the confidentiality requirements in lieu of any visit by the disclosing part to the receiving party's premises .	No change in RFP terms and conditions.
122	182	Non Disclosure Agreement-4 (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.	Since there is no software or personal data being provided, request you to modify the clause accordingly and restrict the survival period to a specified period .	RFP has been published for SMS gateway solution, which comprises of software and hardware. No change in RFP terms and conditions.
123	189	AppendixO--Pre-integrity pact-2.13	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.	Request the Compliance be restricted to key employees of the Bidder who are directly involved in the preparation and submission of the Bid . If the Bidder is a large organisation , it would be difficult to identify any relative of the officers of the Buyer who are employed by the Bidder .	No change in RFP terms and conditions.
124	191	AppendixO--Pre-integrity pact-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 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.	Since the price determined is through a competitive bidding process, fall clause provisions may not be applicable. Hence request to modify or delete the clause as not applicable .	No change in RFP terms and conditions.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response																																										
125		Additional	Documents to be executed by Customer	1. Customer shall execute documents as may be required for licensing the hardware/ software and necessary maintenance and the said terms to be applicable on the customer.	Will be on mutually agreed terms with the selected bidder.																																										
126	32	32	The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job	Please confirm that books of accounts may not be allowed to be verified	No change in RFP terms and conditions.																																										
127	47	50 (ii)	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination	In case of termination of contract by the customer without any specific reason or for convenience, the customer would be liable to pay the exit charges. This shall cover all the losses that have been born by the Service Provider. Additionally, the RFP should contain certain conditions where the contractor could terminate the contract from their end. If the customer is terminating the contract, the specific reason should be provided by the customer alongwith a notice period for a minimum of 30 days.	No change in RFP terms and conditions.																																										
128	39	44	If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost (excluding manpower resources cost) for delay of each week or part thereof maximum up to 5% of total Project Cost (excluding manpower resources cost). Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	RFP to include the clause of settlement of the liquidated damages by the method of credit note. All Liquidated damages should always be capped under 10% or less of the order value.	No change in RFP terms and conditions.																																										
129	163	Annexure F 6(g)	<p>g) Penalties for SLA uptime shall be as under:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Uptime Range (percentage)</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>99.999</td> <td>No Penalty</td> </tr> <tr> <td>2.</td> <td>99.90 to < 99.999</td> <td>Rs. 2.0 lakhs</td> </tr> <tr> <td>3.</td> <td>99.80 to < 99.90</td> <td>Rs. 10 lakhs</td> </tr> <tr> <td>4.</td> <td>99.70 to < 99.80</td> <td>Rs. 20 lakhs</td> </tr> <tr> <td>5.</td> <td>* Less than 99.70</td> <td>Rs. 20 lakhs + Rs. 1 lakh for every 0.01% drop in uptime.</td> </tr> </tbody> </table>	S. No.	Uptime Range (percentage)	Penalty	1.	99.999	No Penalty	2.	99.90 to < 99.999	Rs. 2.0 lakhs	3.	99.80 to < 99.90	Rs. 10 lakhs	4.	99.70 to < 99.80	Rs. 20 lakhs	5.	* Less than 99.70	Rs. 20 lakhs + Rs. 1 lakh for every 0.01% drop in uptime.	<p>Standard time frame for accepting payments is within 18 days post completion of quarter and from date of generation of invoice. Penalty for the downtime should be capped at 10% or less of the order value. Or the same can be measured by the following: Downtime penalty applicable in % on quarterly bill</p> <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Uptime Downtime</th> <th>Penalty in %</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>>= 99.5%</td> <td>0%</td> </tr> <tr> <td>2</td> <td>>= 99% to < 99.501%</td> <td>1%</td> </tr> <tr> <td>3</td> <td>>= 98.5% to 99%</td> <td>2%</td> </tr> <tr> <td>4</td> <td>>= 98% to 98.5%</td> <td>4%</td> </tr> <tr> <td>5</td> <td>>= 95% to 98%</td> <td>6%</td> </tr> <tr> <td>6</td> <td>>= 90% to 95%</td> <td>8%</td> </tr> <tr> <td>7</td> <td>< 90%</td> <td>10%</td> </tr> </tbody> </table>	Sr. No	Uptime Downtime	Penalty in %	1	>= 99.5%	0%	2	>= 99% to < 99.501%	1%	3	>= 98.5% to 99%	2%	4	>= 98% to 98.5%	4%	5	>= 95% to 98%	6%	6	>= 90% to 95%	8%	7	< 90%	10%	No change in RFP terms and conditions.
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Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
130	182	4(f)	In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust.	Different modes of resolution could be considered after coming onto a common conclusion by both the parties as to which particular mode of resolution they want to agree upon. It can be conciliation, negotiation, mediation or arbitration. Only keeping arbitration as the only mode of resolution can be proven expensive in nature.	No change in RFP terms and conditions.
131	113	3.4.1	The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof.	RFP should contain the clause for payment which is 18 days post completion of the quarter. If the customer fails to make the necessary payment then the Service Provider can rightfully suspend the services alongwith impose the penal charges for the necessary delay in payment.	No change in RFP terms and conditions.
132			ADDITIONAL	The RFP should state the Service Provider will have the right to suspend the services if there is any absence or delay in payment. Alongwith the suspension, the service Provider can even levy penal charges for the same.	No change in RFP terms and conditions.
133	4	13	Earnest Money Deposit	Kindly confirm can we pay the EMD through Bank Guarantee	Please refer to Schedule of Events
134	35	36	Insurance	Netcore does not procure insurance for specific projects. It will in principle maintain standard insurance coverage for its business needs.	No change in RFP terms and conditions.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
135	35	38	Limitation of liability	<p>Total project cost kept, which is basically 7 years fees, which is very high, it should be limited to 12months. Further, in point (iii) they are carving out exceptions to the liability cap, which should be not be accepted. Any liability cap to be all-encompassing.</p> <p>This clause should also include the following limitations to liabilities:</p> <p>(a) Except as expressly stated in the contract, all representations and warranties as to throughput (pertaining to volumes being sent beyond permissible limits) are hereby excluded to the fullest extent permitted by law, save in the case of fraud.</p> <p>(b) The Bank acknowledges that the Services are provided on an "as is" basis. Bidder is not responsible in any way for any mobile telecommunications systems or networks, which it does not operate, such as the networks of the telecom operators and internet providers. Accordingly, Netcore is not liable for the faults in or failures of their apparatus or network, nor in general for any other technical reason attributable to their communication systems.</p> <p>(c) Bidder will not be held in breach of its obligations if a SMS is not sent due to (i) incorrect</p>	No change in RFP terms and conditions.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
136	38	43	Intellectual Property Rights	<p>Netcore is not creating any IPR for the Bank and hence the services will not be "work for hire" and Netcore will not be assigning its software solution or panel to the Bank.</p> <p>This clause should also contain the following clauses:</p> <p>(a)The software solution along with its variations, modifications, customizations (including their inherent intellectual property rights) provided to the Bank for the purpose of providing the Services will at all times be the property of the Bidder, and the Bank is not entitled to at any time to claim ownership of the same. Further, the software solution provided is only for the purpose of the Services to be provided and is a limited, non-exclusive, non-transferable, royalty free, license given to the Bank for the use of sending SMSs, the use of which shall immediately cease upon expiry or termination of the contract.</p> <p>(b)The Client will not in any manner try and make any alterations and changes to the software solution or introduce any virus, malware, trojan horse, etc.</p>	RFP clauses are self-explanatory
137	44	47	Termination for default	<p>This clause should also include the following:</p> <p>(a)Bidder shall have the right to terminate the agreement for any breach by the Bank of their obligations, which is not rectified by the Bank within 30 days of being notified of the same. If the Bidder is terminating, then no transition or interim service will be provided.</p> <p>(b)The SMS services provided by the Bidder are contingent upon the facilities and business rules of the telecom operators and TRAI. In the event of any change in the terms and conditions or business rules of any of the operators or TRAI that impacts the ability of the Bidder to provide the Services, the Bidder will notify the Bank immediately of such change in the terms and conditions. Either Party may terminate the SMS services forthwith, without liability, if the Parties are unable to agree to any modified terms and conditions within a period of 15 days, under which Bidder will provide the SMS services.</p>	No change in RFP terms and conditions.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
138	44	50	Termination for convenience	<p>This clause should include the following point:</p> <p>In the event of termination of the Contract by the Bank for convenience, all outstanding invoices pending payment, on the start date of the termination notice, shall become payable in full by the Bank to Netcore, on or before the expiry of the notice period ("Notice Period Due Date"). Consumption of Services during the termination notice period will be billed upon expiry of the termination notice and payable by the Bank within the 15 (fifteen) days from the date of the full and final invoice raised by Netcore ("Full & Final Due Date"). It is abundantly clarified that, where the outstanding payments are not received by Netcore on or prior to the Notice Period Due Date, then the original termination notice shall automatically stand extended till outstandings are cleared and the Services procured and availed during the notice period and any extension thereof will be billed post expiry of such notice period and payable by the Full & Final Due Date. Additionally, late payment interest of 1% per month from the specific due date till the actual date of realisation of the payment in full shall apply when payments are not received by Netcore by the Notice Period Due Date and/or Full & Final Due Date.</p>	No change in RFP terms and conditions.
139	47	51 (ii)	DISPUTES / ARBITRATION	<p>where the dispute is relating to unpaid service fees, or breach by the Bank of its obligations, including IPR obligations, then Netcore will not continue to provide the services during an arbitration proceeding.</p>	No change in RFP terms and conditions.
140	136	Clause 24.4	non-solicitation	<p>since the agreement is for 7 years, the non-solicitation should apply for maximum 3 years. Further, the exceptions in this clause should apply to both parties and should also include an exception that an employee has been introduced to a party through a recruitment agency.</p>	No change in RFP terms and conditions.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
141	192	Clause 5.4		<p>his should not be accepted, since there is no deployment/ assignment of Netcore employees to the Bank and it's not an on-premises service.</p> <p>In addition to the above comments, the following clauses should form part of the SLA:</p> <p>A. Bank's obligations:</p> <p>(a)Bank has and will continue to register itself on the Distributed Ledger Technology (DLT) platform created by telecom operators for enabling them to send SMSes to intended recipients, in accordance with the TRAI Telecom Commercial Communications Customer Preference Regulations 2018 ("TCCCP Regulations"). As part of the registration process, Bank has registered itself as an entity which is the sender of the SMSes, uploaded the message template which will be used for the SMSes, the opt-in proof template and the opt-in proofs received from the intended recipients (which opt-in proof will not be older than 6 months and ensure that any given point of time the opt in is not older than 6 months). Bank acknowledges that this is a requirement under the TRAI regulations and agrees that failing to conform to the registration and submissions on the DLT platform, no SMS will be sent and Netcore</p>	No change in RFP terms and conditions.
142	59	Point 7	The proposed solution must be flexible enough to accommodate addition, modification or deletion of queues as per the requirement.	Kindly elaborate, what do you mean by deleting the queue.	Deleting the queue means removing the queue for operational tasks
143	60	14	The solution should support migration of SMS logs from existing solution and display the last 02 years data over dashboard.	What all data,headers are there in existing system.	SMS related data is present in the existing system
144	61	42	The archived data must support encryption and must include all the associated licenses.	Any specific encryption mechanism.	Will be advised in due course to the selected bidder.
145	56	3	The Bidder must have an average turnover of minimum Rs. 50 crore during last 03 (three) financial year(s).	Request to exempt MSMEs also from this clause	<p>Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India wit</p> <p>Please refer to Appendix B and clause 57 of the RFP.</p>
146	56	4	The Bidder should be profitable organization on the basis of profit before tax (PBT)for at least 02(two) out of last 03(three) financial years as mentioned Para 3 above	Request to exempt MSMEs also from this clause	No change in RFP terms and conditions.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
147	56	5	Bidder should have experience of minimum consecutive 03 (three) years between FY 2015-16 and date of publish of RFP, in providing the product/ services,as stated elsewhere in the RFP.	Request to exempt MSMEs also from this clause	No change in RFP terms and conditions.
148	57	7	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has implemented SMS gateway solution catering to average volume of 10 crore SMSs per day, in the last 03 (three) years (At least one client reference is required)	Please clarify whether 10 cr SMS from a single client or multiple clients.Our solution handled more than 13 Crores on some days for single client. Request to amend this clause to 5cr Per day	SMS gateway solution which is catering a collective volume of 10 crore messages/day
149	59	Appendix -C, Sr No: 3	The solution should support multiple protocols for incoming as well as outgoing SMSs, as per the requirements.	Please share list of protocols	Duplicate- Details mentioned above.
150	60	Appendix -C, Sr No: 13	The solution must be sized to archive data for 15 years, with at least 02 years data online and accessible through dashboard available to all Bank staff members in real time. The solution should be capable to make available the archived SMS delivery logs to the end user within 24 hours.	For archive data can the hardware be increased incrementally periodically. Or complete storage is required at the initial period of implementation of the solution	Complete solution should be configured and deployed at the time of go-live
151	60	Appendix -C, Sr No: 14	The solution should support migration of SMS logs from existing solution and display the last 02 years data over dashboard. Approx. there is 150 TB of data (in different formats) currently available that needs to be migrated to the new solution. Year-on-year growth may be considered at 60.0 TB.	Can we consider 60 TB yearly size for calculation of 15 years of storage space	RFP terms are self-explanatory
152	73		In this context the Bank at present has the following scope of work which is specific to SMS, however, the Bank will prefer a solution that has the extensibility to OTT channels. The proposed solution should be OTT ready from day one i.e., the Bank may ask the selected partner to enable communication with OTT platforms from the day of go live.	Can you please list out all the required OTT channels	Will be advised in due course to the selected bidder.
153	62	18	The solution must support Incoming SMSs from aggregators and gateways. Routing of Incoming SMSs to the destination application to be based on IP or Keyword or VMN (Virtual Mobile Number). Auto triggering of Incoming SMS logs through email should also be provisioned. Logs of Incoming SMSs to be displayed over dashboard.	Need the clarity if count of incoming messages need to be displayed or individual sms logs need to be displayed	Count as well as individual sms logs need to be displayed
154	62	23	The solution should be configurable and have the ability to capture events at every stage and forward it to the source	Can you please clarify what kind of events required to be logged	Duplicate- Details mentioned above.
155	63	33	Length based or Keyword based restriction for the users.	Can you please clarify this requirement	Duplicate- Details mentioned above.

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

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156	64	35	The proposed solution must support rule-based SMS traffic segregation.	Can you please clarify rules will be limited to aggregator wise, source wise, header wise. Please clarify if any more	Will be advised in due course to the selected bidder.
157	65	45	In case the necessity arises, the solution should have facility to ship the old logs to different department application of the Bank to store data at their end.	Can you please clarify if the requirement to move to different application or server? If different application then what kind of integration is required	The shipping of logs to be based on API webservices or through DB to DB
158	139	b	b) The proposed solution should be hosted on either physical infrastructure (On-premises) or Hybrid infrastructure (few components hosted on-premise and few components on public cloud), as per terms and conditions stated elsewhere in this RFP. The physical hardware or public cloud infrastructure has to be provided by the bidder as part of this solution.	Can the components in the bank be used to forward the traffic to bidders cloud environment and host bidders middleware in cloud environment	RFP terms are self-explanatory
159	86		The solution should be able to provide report with breakup of successful SMSs in the following format for billing assistance-	Please clarify if each sms is of 160 characters length for mentioning of billing assistance MISReport1	SMS length may vary on case to case basis
160	74	f	The proposed solution has to be developed, tested, deployed and functional on the hardware devices provisioned by the bidder and installed in the Bank's data centers as per Bill of Material in all the required setups- UAT, Preprod, Production and DR sites. If the Bank desires to host the solution in an additional site/datacenter the bidder shall arrange the required infrastructure and deployment of solution in sync with other two sites. The cost for setting up of solution in the new datacenter shall be proportionate to the discovered rate in reverse auction and to be borne by the Bank. The proposed solution should also be capable enough to be deployed in the Bank's private cloud (Meghdoot) without any deterioration in the service and SLA.	In case the bank decides to deploy the software in banks cloud meghdoot then will the bank not procure the hardware proposed by the bidder	The immediate requirement as per the RFP is for a solution having On-Prem or Hybrid infrastructure. However, the proposed solution must be capable enough to work on Bank's private cloud infrastructure without any deterioration in the performance of application, in case the Bank desires to deploy the solution on Bank's own cloud infrastructure.
161	59	7	The proposed solution must be flexible enough to accommodate addition, modification or deletion of queues as per the requirement	Can you please give a use-case/example scenario and what is the frequency of this activity for a period of 1 month	The case may arise based on the operational needs at the runtime
162	60	11 (v)	Notification of Error codes to SMS generating (Source) applications if any SMS fails during submission to the solution	If there is any generic problem in platform, we notify to all our customers. Will this suffice the requirement?	Notification should be generated on case to case basis

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

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163	63	33	Length based or Keyword based restriction for the users.	Need more clarity on what the restriction needs to be applied applied to? And whether users here mean end users or internal users/campaign managers	Duplicate- Details mentioned above.
164	64	35	The proposed solution must support rulebased SMS traffic segregation.	Need more clarity on type of rules with examples	Duplicate- Details mentioned above.
165	73	e (iii)	to receive messages from multiple OTT channels/service providers, process them, stores them and submit to the designated applications/ departments of the Bank.	List of OTT channels and whether to be included in commercials	Duplicate- Details mentioned above.
166	74	f	The proposed solution has to be developed, tested, deployed and functional on the hardware devices provisioned by the bidder and installed in the Bank's datacenters as per Bill of Material in all the required setups- UAT, Preprod, Production and DR sites. If the Bank desires to host the solution in an additional site/datacenter the bidder shall arrange the required infrastructure and deployment of solution in sync with other two sites. The cost for setting up of solution in the new datacenter shall be proportionate to the discovered rate in reverse auction and to be borne by the Bank. The proposed solution should also be capable enough to be deployed in the Bank's private cloud (Meghdoot) without any deterioration in the service and SLA	What is the preferred deployment - On-premise/Hybrid/Private Cloud.	RFP terms are self-explanatory
167	84	z - dd - xvi	Routing the international SMS traffic based on the country code.	Please provide the list of international countries	Will be advised in due course to the selected bidder.
168	62	21	The solution must have the capability to integrate with solution like IT Asset Management, IT Service Management, Security Operations, Identity Management, Directory Services and standard monitoring tools, CMS, syslogs, DAM, SNMP Monitoring etc., deployed in Bank's environment.	Please elaborate on the mode of Sending messages such as APIs, Portal or any connector and TPS that is expected on each mode to support the number of concurrent messages?	Will be advised in due course to the selected bidder.
169	83	z dd iv	USER based threshold limits on the number of SMSs.	Here USER means - End user or internal user/campaign manager?	User means the application user, campaign user or any such user who is authorised for sending SMSs.
170	82	w	Solution should integrate with various systems / applications in the Bank including but not limited to SOC, PIMS, NOC, Command Centre, ITAM, Service Desk, ADS, SSO, ITSM, CRM, DAM, Complaint management, etc. at no extra cost. Solution should be capable to ship syslogs to multiple locations at one time	Please elaborate on the mode of Sending messages such as APIs, Portal or any connector and TPS that is expected on each mode to support the number of concurrent messages?	Will be advised in due course to the selected bidder.
171	100	6 e	The bidder shall ensure that the complete uptime of solution is available to the BANK in proper working condition viz. uptime of 99.999% of the time on a 24x7x365 (366) basis.	Can the platform uptime be revised to 99.9%	No change in RFP terms and conditions.
172	60	14	The solution should support migration of SMS logs from existing solution and display the last 02 years data over dashboard. Approx. there is 150 TB of data (in different formats) currently available that needs to be migrated to the new solution. Year-on-year growth may be considered at 60.0 TB.	Is migration of data from Bank's existing systems is expected? If yes, what will be the method of transfer?	Method of data transfer has to be devised by the bidder

Response to Prebid queries for RFP Ref: SBI/GITC/Platform Engineering-II/2023/2024/1034 dated: 28/08/2023

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
173	34	34 (i)	the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.	Can the notice period be revised to 30 days?	No change in RFP terms and conditions.
174	35	35	As per scope of this RFP, sub-contracting is not permitted.	Can Subcontracting of DataCenter colocation be considered?	Sub-contracting is not allowed.
175	76	j viii	To ensure confidentiality, integrity and non-repudiation of data-in-transit and data-at-rest, encryption controls in line with Bank's Cryptographic Policy, should be implemented to secure data stored/processed/ transmitted in the cloud including data backups and logs. i. Critical/ sensitive data including PII, card holder data or account numbers shall be masked or encrypted. ii. In case of Material workload, 'Bring Your Own Key' option need to be implemented. iii. In case cloud based HSM is used, it should meet the FIPS 140-2 Level 3 and above criteria. iv. Processes for key ceremonies should be formulated and implemented, if cryptographic keys and SSL private key containers, belonging to the Bank, is introduced into the CSP environment. v. HSMs and other cryptographic material should be stored on segregated secure networks with stringent access controls. In case CSP's keys are being used for encryption of Bank's data, such keys should be unique and not shared by other users of the cloud service.	Please elaborate what is material workload	Material workload is defined as the critical controls to be adopted which shall be based on the type of data processed and stored at the bidder/CSP location.
176	13	7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING	v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.	Certain provisions of TRAI, suspension of services, data protection and warranty required to be incorporated. Request client to consider.	Such clauses are already part of RFP
177	35	36. INSURANCE	.The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination.	Please share the approximate insurance coverage amount	RFP clauses are self-explanatory
178	101	Appendix-J	Other Terms and Penalties-g.Penalties for SLA uptime	Penalties are too high . Request to lower the same	No change in RFP terms and conditions.
179	118	Appendix-K	6. GENERAL INDEMNITY	Clause is unilateral. Request for a mutual clause.	No change in RFP terms and conditions.
180	129	Appendix-K	17.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).	Request clause to be mutual	No change in RFP terms and conditions.
181	133	Appendix-K	21. LIMITATION OF LIABILITY	Request clause to be mutual	No change in RFP terms and conditions.

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
182	161	ANNEXURE-F	PENALTY FOR NON PERFORMANCE OF SLA	Penalties are too high . Request to lower the same	No change in RFP terms and conditions.
183	195	Appendix-P-FORMAT FOR EMD BANK GUARANTEE	<p>5) We also agree to undertake to and confirm that the sum not exceeding Rs. _____/- (Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by</p> <p>6) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ Only) b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ Only) us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.</p>	Kindly confirm the amount	Please refer to Schedule of Events SI No 13
184	89	Appendix-F (Indicative Price Bid)	Cost of Software and licenses as per specification	Need Clarity on this clause which software cost is asked here.	SMS software cost
185	89	Appendix-F (Indicative Price Bid)	Cost of Hardware as per specification	Need Clarity on this clause which hardware cost is asked here.	SMS hardware cost
186	89	Appendix-F (Indicative Price Bid)	Installation/ Commissioning	Please elaborate	Query not clear

S.N.	RFP Page No	RFP Clause No	Existing clause	Query/Suggestions	Bank's response
187	89	Appendix-F (Indicative Price Bid)	Proposed solution is hosted: On-premises or Hybrid Infrastructure <Select one> Need Clarity on this Hybrid Structure	Need clarity on what do you mean by On-premise and Hybrid structure solution	On-premise means solution will be deployed in the Bank's premises on the hardware provided by the bidder. Hybrid structure means part of afore-mentioned solution will be deployed on the public cloud adhering to the terms and conditions of RFP.
188	59	Appendix-C	The proposed solution should be based on Queuing Technology.	Please elaborate	The proposed solution should support multiple queues
189	83	dd) Bidder to Configure:	Queues for message categories like: a. High priority/ Real time SMSs. b. Transactional SMSs c. Informative SMSs d. Promotional SMSs e. OTT messages	Q. For OTP & Transactional Message, Kindly share the expected daily volumes	Already mentioned in the RFP document
190	84	ee) Bidder to provide user management module, interface, Report(s) & Dashboard(s) for	i. scheduling file based bulk SMS Broadcast	Kindly share the Expected Upload for SMS Broadcast	Already mentioned in the RFP document