

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Response
1	10	5	Eligibility Criteria Sr. No.: 5 The Bidder should not have been blacklisted / debarred by any Government / Government Organization / PSU / PSB / IBA / RBI / SEBI / Regulatory bodies for Information and Cyber Security Audit and Security review	Is there a particular format for the Self-Certificate of the bidder can use its standard format	Self certificate

2	11	6 23	<p>6. Skill Set and Experience Requirements of Resources As desired in the Technical evaluation matrix and scope of work. Subcontracting/hiring of external resources is not permitted.</p> <p>23. Sub-Contracting As per scope of this RFP, sub-contracting is not permitted.</p>	<p>The bidder will be responsible for the delivery of the scope of work (SOW), however, we will need assistance from certain external agencies to complete the SOW such as translating the awareness material in various regional languages, recording audio jingles in studios, etc.</p> <p>The bidder will be responsible for the work of the subcontractor / external resource.</p> <p>Hence request you to please relax the requirement of excluding subcontracting / hiring of external resources</p>	<p>Subcontracting is not allowed however, the knowledge partner who does not have an in house creative agency may engage an external creative agency for creating static/audio/video infographics the sole ownership regarding the copyright infringement of creatives provided to SBI will remain with the knowledge partner. The SOW clause (paragraph 7) regarding copyright infringement and repetition of the creative or any legal issues arising out of copyright infringement should be complied strictly. Compliance of all NDA clauses and adherence to all terms and conditions of the RFP, SLA and SOW lies with knowledge partner. The timelines for the delivery of the content is to be strictly followed by knowledge partner as it was clearly specified by you that subcontracting will be done only for the purpose of digital creation of the content.</p>
3	13	14.ii	<p>Deadline for Submission of Bids ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope</p>	<p>The format for Pre-Contract Integrity Pact has not been provided, please share the same</p>	<p>Pre-contract Integrity Pact is not applicable</p>

4	23	21.v	Evaluation of Indicative Price Bids and Finalization v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Annexure-F within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action	Annexure F needs to be submitted only by the successful bidder and not at the time of bid submission on due date?	Annexure F is our indicative commercial bid report. This needs to be provided while submission of the bids. Price - Break up in required cases has to be furnished by the successful bidder within the defined timelines.
5	24	22	Signing of Master Service Level Agreement (MSLA) The successful bidder(s) shall be required to enter into a contract/Master SLA with the Bank, within 5 days of intimation of successful bidder or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement (NDA), ...	NDA (Annexure D) needs to be submitted only by the successful bidder and not at the time of bid submission on due date?	NDA has to be submitted by the successful bidder within 10 days from the date of declaration of the successful bidder in the reverse auction.
6	25	26	Deployment of Resources The bidders should deploy resources for Cyber Security awareness as per Skill-set and educational/professional criteria of this RFP within 10 days from the date of declaration of the successful bidder in the reverse auction	Is the bidder expected to start the work within 10 days post allocation of contract or this period will be extended?	Yes bidders needs to start the work within 10 days from the date of declaration of the successful bidder in the reverse auction.

7	32	40	Right To Audit	<p>We propose to amend the clause to include a line:</p> <p>“Any audit/inspection shall be subject to the following: (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Bank or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof; (iii) the auditors or the representatives of Bank for the audit shall not be bidder’s competitors; (iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the audit, shall be shared with Bank and be discussed and agreed mutually with Bank and bidder for its closure.”</p>	Please adhere to the defined clauses in the RFP
8	33	42	Limitation of Liability For the purpose of clause 31(iii)(b) “Gross Negligence” means...	Please change the reference under this provision from ‘clause 31(iii)’ are to be changed to ‘clause 42(iii)’ as wrong referencing has been done	Please read Clause 31(iii) as clause 42(iii)
9	38	49	Conflict of Interest	Please add a caveat: The terms ‘Member / Associate / affiliate’ would be limited to ‘Members in India / Associate in India / affiliate in India’ only. Further, any declaration / disclosure on conflict, can be given as of the current date only and not for any future / potential scenarios.	Please adhere to the defined clauses in the RFP.

10	54-63	App endi x-B	Scope of Work Conducting Information Security Awareness programme for Customers, Bank Employees, & Vendor Partners.	1. Will the deliverables be branded only in name of SBI or will it be co-branded along with bidder's name or only bidder's branding will be used? 2. Will bidder's name and logo be used in the deliverables? 3. Will the work needs to be performed from SBI's systems or bidders are allowed to use its own systems? 4. Is the bidder required to implement / manage any existing Learning Management System / Module at SBI? If SBI has LMS module then MCQs questions will be hosted at SBI LMS correct ? 5. What is included in 'Vendor Partners' - please elaborate 6. Clause: "Knowledge of cyber security initiatives taken by Govt. and the mechanism to lodge complaint with Govt. authorities and in the Bank." - please clarify which Government are we referring to - Central Government or will it include any specific State Governments as well? 7. Will the email IDs / SMS / WhatsApp be in the name of bidder or SBI will provide this 8. Social Media handle post will be managed by whom - SBI or the bidder? 9. Clause: "Handoff to Design team for visual/audio creation." - Does SBI have its own design team who will be responsible for creation of visual/audio work or bidder needs to create, get it approved / implement feedback using its only design team 10. What will be the ideal duration of videos and audio jingles? 11. How many slides on an average every presentation should have? 12. Do we need to submit booklets, brochures, flyers in hardcopy format as well or soft-copy will work ?	1. Only in the name of SBI. 2. No, all the creatives and other deliverables are the only property of SBI. 3. Based on the requirement .However, the ownership of all the deliverables lies with the engaged knowledge partner along with the NDA and confidentiality clauses. 4. Not required. 5. SBI have various vendor partners like vendors involve in security review, IT service etc. 6. Generally it is pertaining to Central Govt but if any specific initiative taken by State Govt can be shared in the form of Cyber Security Awareness. 7. The Knowledge Partner will use their e mail IDs for communication with SBI team but for communication with Customer, Vendors and employees Bank will use its internal IDs. 8. Social Media handle post will be managed by SBI. 9. Design and creative will be developed/create by media/design team of
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10	77 - 79	Annexure C	<p>Technical Evaluation Parameter :</p> <p>3 - Minimum 3 engagements in different organization in the BFSI sector in context of scope of work – Information security awareness during last three FYs (FY-2020-2023). (Supporting Documents- Purchase order/Work Order/Client Reference to be furnished)</p> <p>6 - Organization has adequate capabilities for translation of approved content in various vernacular Indian languages as per the scope of work in 3 assignments during FY-2020-2023. Please Note-Supporting documents Purchase order/Scope of work/Reference letter</p>	Request you to kindly relax these two technical evaluation parameters. Also, can be include can be work order for current financial year	<p>Please refer to Technical evaluation parameter in RFP It states that :</p> <p>3. Minimum 3 engagements in different organization in the BFSI sector in context of scope of work – Information security awareness from March 2020 onward. (Supporting Documents- Purchase order/Work Order/ Client Reference to be furnished).</p> <p>6. Organization has adequate capabilities for translation of approved content in various vernacular Indian languages as per the scope of work (Only declaration is required for having capabilities of translation as referred in Scope of work).</p>
11	85	Annexure D - Non-Disclosure Agreement	<p>Annexure D - Non-Disclosure Agreement</p> <p>b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same</p>	Request you to please add a caveat to this clause stating: "Notwithstanding anything to the contrary, bidder shall be allowed to retain sufficient documentation as part of its professional records to support and evidence the work performed by bidder. Such retention shall be subject to obligations of confidentiality mentioned herein."	Please stick to the defined NDA in the RFP.

12	-	-	-	<p>Since, the deliverables would be shared with third parties, please propose inclusion of the below caveat:</p> <p>“Bank shall indemnify and hold bidder harmless against any expenses (including reasonable fees and disbursements of counsel), loss, damage, harm or injury (collectively “Losses”) that may be suffered or incurred by bidder arising out of or relating to disclosing of bidder’s deliverables to a third party.”</p>	Please stick to the defined NDA in the RFP.
13	-	-	-	<p>Payment schedule / milestones have not been mentioned, should be bidder propose the standard milestone?</p>	<p>1. On successful completion of awareness program for six months starting from the month of engagement : 50% payment</p> <p>2. On successful completion of awareness program for 12 months and on delivery and acceptance other deliverables. : 50% Payment</p>
14				<p>Is bank planning to extend due date for submission of bid because clarification to the pre-bid queries would be provided on Jan 22 and hence there is limited amount of time. Therefore, we would request to kindly extend the deadline by 10 working days</p>	No extension will be granted for the Bid submission timelines

15	67	Bank Guarantee Format	<p>BANK GUARANTEE FORMAT</p> <p>Now This Guarantee Witness That</p> <p>1. In consideration of SBI having agreed to entrust Service Provider for rendering Services as mentioned in the RFP/Purchase Order/Agreement, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Purchase Order/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Purchase Order/Agreement, we (the Guarantor) shall on written demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI</p>	<p>Request you to allow us to modify the existing below content :</p> <p>1. In consideration of SBI having agreed to entrust Service Provider for rendering Services as mentioned in the RFP/Purchase Order/Agreement, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Purchase Order/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Purchase Order/Agreement, we (the Guarantor) shall on written demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded in writing by SBI not exceeding Rs. /- (Rupees only) . Provided, however the written demand must be accompanied by a copy of the notice sent to the Service Provider by SBI to cure/rectify the default at least 30 (thirty) days prior to presentation of any written demand of its intention to have recourse to the Guarantee, setting out the act or omission of the Service Provider, which it asserts constitutes the breach of terms and conditions of the said RFP/Purchase Order/Agreement or loss/damage suffered giving rise to the written demand</p> <p>2.iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before DDMMYY, failing which our liability under the Guarantee will automatically cease, irrespective of whether the original Guarantee has been returned to us or not</p>	Please adhere to the RFP
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16	72	For mat for EM D BAN K GU ARA NTE E	<p>3. M/s. _____, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. _____/- (Rupees _____ only)</p> <p>4. NOW THIS GUARANTEE WITNESSETH THAT We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. _____/- (Rupees _____ Only) that may be demanded by SBI.</p>	<p>Request you to allow us to modify the content as per mentioned below:</p> <p>3.M/s. , (hereinafter called as “Bidder”, which expression shall unless it be repugnant to the subject or context thereof include its successors and permitted assigns), who are our constituents intends to submit their Bid for the said work RFP and have requested us _____ (hereinafter referred to as the “Bank”) to furnish guarantee in respect of the said sum of Rs. /-(Rupees only) (“Guarantee”)</p> <p>4. 4.NOW THIS GUARANTEE WITNESSETH THAT We (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on written demand by the SBI, pay without demur to the SBI, a sum of Rs. /- (Rupees Only) that may be demanded in writing by SBI. Provided, however the written demand must be accompanied by a copy of the notice sent to the Bidder by SBI to cure/rectify the default at least 30 (thirty) days prior to presentation of any written demand of its intention to have recourse to the Guarantee, setting out the act or omission of the Bidder, which it asserts constitutes the breach of terms and conditions of the said RFP or loss/damage suffered giving rise to the written demand. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided</p> <p>Request you to allow us to re-phrase following contents written in bold from point 6.d d)This Guarantee shall remain in force up to 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein till DDMMYY</p> <p>e)</p>	Please adhere to the RFP
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