

			PRE BID QUERY CLARIFICATIONS RFP NO SBI/GITC/DATA WAREHOUSE/2019/2020/675		
Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	
					SBI REPLY
		<u>Bidder's Eligibility Criteria-Appendix-B</u>			
1	45	10	The Bidder should be a public listed company and have a local support centre at Mumbai	Bureaus are not listed entities.	This clause is waived off
		Scope of Work - Appendix-E			
2	52	14	For non SBI customers ACCOUNT NUMBER will be provided with unique integer number instead masking with some 'XX'.	1. Should integer number be same for all tradelines OR a unique number generated? 2. What is the specific reason for not using XX Suggestion: A Unique Number (AU ID) will be provided instead of Account Number	1. Unique integer number will act as account number for that tradeline 2. Any unique number that can be used to find the particular tradeline uniquely in system for that customer. (any integer number instead random value which will act as account number)

3	53	15	<p>Along with RBI mandatory fields submitted by banks, derived fields like <input type="checkbox"/> Estimated Income of borrower.</p> <p><input type="checkbox"/> Summarized data of total EMI/Total outstanding.</p> <p><input type="checkbox"/> Summarized data like number of HL, AL, CC, XC etc.</p> <p><input type="checkbox"/> Occupation/Profession of customer.</p> <p><input type="checkbox"/> Number of enquiries in last 3M/6M/12M.</p> <p><input type="checkbox"/> Is person/customer belong to negative pin code (PIN code with high level of NPAs)</p>	<p>1. Occupation/Profession is assumed salaried/self-employed etc?</p> <p>2. For a negative pin code, which product is being looked at? As negatives may differ based on product and regions. Will SBI define and provide High Level NPA parameters for pin codes?</p> <p>3. What is refresh frequency for updating the negative pin code list?</p> <p>4. For product wise summary, do we have any grouping (say secured/unsecured etc) Or data is to be provided at each product type</p> <p>5. Is estimated income, EMI/Total outstanding required for non-retail customers?</p>	<p>1. Yes, We expecting bureau estimated variable as your assumption.(It may include actual profession wherever it is submitted)</p> <p>2. It is just overall high level NPA geographically irrespective of product</p> <p>3. We expect it to be updated quarterly.</p> <p>4. Customer level product-wise summery in summery table required</p> <p>5. Not required</p>
4	52	12	Bids will be evaluated based on the pricing offered by bidder for base threshold mentioned for Retail and non-Retail customers as specified in points no 7 and 8 respectively.	What is the base threshold to decide L1, need more clarity? Pricing basis first slab or overall total records?	Base Threshold is 2 Crores Records for Retail Customers and 10 lacs records for Non Retail(Commercial) Customers.
		General Terms & Conditions: Annexure A			
5	94	3	Data will be demanded as and when required by the bank which could be monthly/quarterly/adhoc.	Please clarify the frequency as it is required for TAT considerations	In normal course data will be shared on Monthly basis , In event of urgency adhoc requests should also be entertained by CIC

		<u>SECURITY CONTROLS- Appendix-B1</u>			
6	48	21	Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.	Not Applicable	Can be kept as not applicable
7	48	22	Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.	Not Applicable	Can be kept as not applicable
8	48	23	Whether Bidder is willing to implement an efficient and sufficient preventive controls to protect the Bank's interests against any damage under section 43 of IT Act.	CIC is ISO 27001; 2013 certified and implemented all 114 controls.	Noted
9	48	26	If required by the Bank, whether the Bidder is willing to use Competent Authority (CA) approved digital signing for non-repudiation purpose.	Data will be shared over SFTP and same will be encrypted during transit via SSL.	Noted
10	48	27	Whether Bidder is willing to purge the post archival data regularly and report the same to the Bank.	Can be done on request	Noted

11	27	34 Service Provider's Obligation	Vii. Service Provider agrees that the Bank either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein the Bank has integrations.	This will be handled internally by CIC. CIC performs VAPT on a fixed frequency. This is performed internally and through CERT-IN empanelled vendor.	Noted
12		2	The data must have the complete portfolio of the customer across the industry including but not limited to Customer profile , credit facility details , collateral information, 36 months repayment history, score , demographic, guarantor information, facility guaranteed by customers, enquiry summary and details with date , product and amount of enquiry with value added information e.g. but not limited to good /bad indicator on Bank and outside Query on: Collateral	1) Collateral Information is a non-mandatory field, hence data on this field depends on the data submission - seeking confirmation on this from SBI	Same field as you are maintaining at your end is required by us. Wherever it is submitted and available it will be provided

13		2	<p>The data must have the complete portfolio of the customer across the industry including but not limited to Customer profile , credit facility details , collateral information, 36 months repayment history, score , demographic, guarantor information, facility guaranteed by customers, enquiry summary and details with date , product and amount of enquiry with value added information e.g. but not limited to good /bad indicator on Bank and outside</p> <p>Query on: Guarantor Information, Facility Guaranteed by the customers</p>	<p>Query: This will be based on the Ownership Indicator field (Individual, Joint, Guarantor, Authorized User, Deceased) in the retail submission data - seeking confirmation on this from SBI</p>	<p>Same field as you are maintaining at your end is required by us. Wherever it is submitted and available it will be provided</p>
14		4	<p>Sourcing of retail and non-retail data may be handled separately</p>	<p>Query: Whether non-retail data refers to Commercial Bureau Data?</p>	<p>It refers to Commercial Data</p>
15		10	<p>Basis of pricing must be, number of Customers received at bank irrespective of list indented or accounts reported, or total base scrubbed</p>	<p>Suggestion: We suggest the pricing to be done on the total base scrubbed</p>	<p>Pricing will be done on data acceptable to bank and not total data scrubbed</p>

16		11	Customer doing sole banking with SBI need not to be reported back to Bank and shall not be considered for billing.	Suggestion: It is not recommended to do the PR billing excluding SBI's Sole Banking customers, hence, please consider billing on all customers	Billing calculation purely based on SBI customers who has business relationship with other organization. SBI customer engaging with SBI cannot be considered in arriving at bill.
17		15	Summarized Data on Total EMI / Outstanding	Query: Whether submitted EMI is to be used or Bureau based Estimated EMI is to be used? If submitted EMI is to be used - it is a non-mandatory field in submission data, hence summary will be subject to data submission / fill rate – seeking confirmation from SBI on this	EMI is either submitted by loan originated bank or bureau estimated.
18		15	Is Person belonging to negative pin code (pin code with high level of NPAs)	Query: please clarify whether SBI will provide a list of negative pin codes or CIC has to determine the negative pin codes based on bureau data, if CIC has to build the negative pin code list then we shall require a discussion on the same?	CIC has to determine the negative pin codes based on bureau data

19		15	<p>Along with RBI mandatory fields submitted by banks, derived fields like</p> <ul style="list-style-type: none">➤ Estimated Income of borrower.➤ Summarized data of total EMI/Total outstanding.➤ Summarized data like number of HL, AL, CC, XC etc.➤ Occupation/Profession of customer.➤ Number of enquiries in last 3M/6M/12M.➤ Is person/customer belong to negative pin code (PIN code with high level of NPAs)	<p>Suggestion: We request you to accept individual component wise pricing list as there are value added services required in addition to PR</p>	<p>As per our requirement you are going to provide</p> <ol style="list-style-type: none">1.account level information2.Inquiry history3.demographic details4. Consumer summery in individual separate tables. <p>We don't go for component wise pricing.</p>
20		7 & 8	<p>Appendix E - Scope of work</p> <p>Bid must specify pricing (Retail) for per customer data record per financial year from the date of SLA as per the following slab &</p> <p>Bid must specify pricing (non-Retail) for per customer data record per financial year from the date of SLA as per the following slab</p>	<p>Suggestion: Pricing should be on the basis of records being scrubbed each time.</p>	<p>Pricing will be done on data acceptable to bank and not total data scrubbed.No change in RFP terms in this regards.</p>

21	26	33 (iii)	Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).	We request the Bank to consider delays in performing obligations under this RFP as only those that are directly attributable to the Service Provider	Bidder to refer clause 3.5.6 of Annexure J "Service Level Agreement" of RFP. No change in RFP terms.
22	27	34(iii)	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.	We request the Bank to drop its ask on indemnity and accept unlimited liability for this clause.	No change in RFP terms and conditions.
23	27	34(ix)	Service Provider at its own expenses, agrees to provide audit report of the process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by the Bank.	CIC submits that we do not share the entire VAPT report with the clients, however we can share the client summary report or LOWP.	Bank is not clear as to what LOWP is .VAPT report is not required

24	30	37	<p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5 % of project cost(total contract value as per SLA) for delay of each week part thereof maximum up to 10% of total project cost (total contract value as per SLA). Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	<p>We request the Bank to clarify if the penalties stipulated are the sole recourse in case of failure to serve/delay in service or does the Bank reserve the right to claim any further losses in a court of competent jurisdiction. Claiming penalties under contract as also damages under law results in the Service Provider being penalized twice for the same cause of action.</p>	<p>No change in RFP terms and conditions. Bidder(s) to refer clause 31 and 33 (iii) of RFP. Limitation of Liability as per Clause 31 of RFP.</p>
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25	35	40 (vi)	<p>In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term 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 Rs 10,00,000/- (Rupees Ten Lacs Only) 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.</p>	<p>Same query as above point above. Also, this RFP and the SLA within it caps the Service Provider's liability to 12 months' fees paid. At various places different penalties are prescribed, but no reference to this cap has been made at clauses dealing with penalties. We request for clarification on whether the Service Provider must pay penalties as also damages capped at 12 months' fees paid or are the penalties only for specific breaches where no further damages will be claimed and the cap on liability will apply to all other breaches other than ones that are already dealt with through penalty clauses.</p>	<p>No change in RFP terms and conditions. Bidder(s) to refer clause 31 and 33 (iii) of RFP. Limitation of Liability as per Clause 31 of RFP.</p>
26	39	51	<p>Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later</p>	<p>We request the Bank to include E-mail as an acceptable form of sending/receiving notices</p>	<p>E mail can be included as an acceptable form for sending and receiving notices, if it is sent through the authorized signatories mentioned in th SLA.</p>

27	44	Eligibility Criteria No. 2	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 2 above	We request the Bank to waive this requirement	This clause has been amended as under: The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 01 (one) out of last 03 (three) financial years mentioned in para 2 above
28	44	Eligibility Criteria No. 10	The Bidder should be a public listed company and have a local support centre at Mumbai	We request the Bank to permit private limited companies to bid for this tender	This clause is waived
29	45	Eligibility Criteria No. 11	In case the bidder already is a vendor for SBI then its rating in Vendor Score Card in the previous two quarters should not have been less than 75% in each of the quarters.	Need clarification on this, should the bidder obtain a score card from SBI, then the bidder requests SBI to prioritise this activity before the bid submission date.	This clause is waived
30	48	S No 21	Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.	We will intimate the bank on changes carried out, if it affects this engagement.	Noted
31	48	S No 22	Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.	Kindly define crucial decisions with respect to this engagement on RFP required	Any decision which affects data Service as per SLA executed between bank and CIC.

32	62	Appendix J	Service Level Agreement	While we are agreeable to execute a SLA, we request that the same be as per the Bidder's format as the product is proprietary and the contract has been designed to suit the requirements of a data review/scrub environment. Please note that we will be happy to incorporate clauses that the Bank thinks are missing and of importance to them, provided that they are mutually agreeable.	No change in RFP terms and conditions.
33	69	3.4.2	The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement	We request the Bank to desist from setting of any amounts (penalties) against invoices to be paid as that affects cash flow	No change in RFP terms and conditions.
34	74	5.2.9	Service Provider agrees that the Bank either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein the Bank has integrations.	CIC would like to Submit that we do not allow clients to perform PT or Ethical Hacking on our solutions, However We can share the client summary report or LOWP of VAPT done by us.	Bank is not clear as to what LOWP is .VAPT report is not required. Bank will accept a certificate that declares there is no vulnerability at CIC's end.

35	76	6.1	Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank	We request the Bank to accept indemnities only for breach of IPR by the Service Provider. For grounds of breach of confidentiality and wilful misconduct, we are happy to remain liable for damages on a principal to principal basis without cap. As for 6.1(i) – We request our liability to be limited to 12 months' fees payable under this agreement.	No change in RFP terms and conditions.
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36	77	8	<p>In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term 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 found to be in breach of this obligation, they shall be liable for paying a penalty of Rs 10 Lakhs on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure</p>	<p>We request the Bank to clarify if the penalties stipulated are the sole recourse in case of failure to serve/delay in service or does the Bank reserve the right to claim any further losses in a court of competent jurisdiction. Claiming penalties under contract as also damages under law results in the Service Provider being penalized twice for the same cause of action.</p>	<p>No change in RFP terms and conditions. Bidder(s) to refer clause 31 and 33 (iii) of RFP. Limitation of Liability as per Clause 31 of RFP.</p>
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37	77	9	<p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent .5 % of project cost(total contract value as per SLA) for delay of each week or part thereof maximum up to 10% of project cost(total contract value as per SLA) Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	<p>Same query as above point above. Also, this RFP and the SLA within it caps the Service Provider's liability to 12 months' fees paid. At various places different penalties are prescribed, but no reference to this cap has been made at clauses dealing with penalties. We request for clarification on whether the Service Provider must pay penalties as also damages capped at 12 months' fees paid or are the penalties only for specific breaches where no further damages will be claimed and the cap on liability will apply to all other breaches other than ones that are already dealt with through penalty clauses.</p>	<p>No change in RFP terms and conditions. Bidder(s) to refer clause 31 and 33 (iii) of RFP. Limitation of Liability as per Clause 31 of RFP.</p>
38	94	Annexure A - Point 7	<p>Bid must specify pricing (Retail) for per customer data record per financial year from the date of SLA as per the following slab: Data Records of Customers: Up to 2 Crores 2-4 Crores 4-6 Crores 6-8 Crore Above 8 Crores. The rates as per the slab will be fixed for the entire period of contract i.e. 3 years.</p>	<p>Please clarify, per record per financial year.</p>	<p>Pricing slab for per record will be applicable for the entire period of contract i.e. 3 years.</p>

39	95	Annexure A - Point 8	<p>Bid must specify pricing (non-Retail) for per customer data record per financial year from the date of SLA as per the following slab:</p> <p>Data Records of Customers:</p> <p>Up to 10 lacs</p> <p>10-20 lacs</p> <p>20-30 lacs</p> <p>Above 30 lacs</p> <p>The rates as per the slab will be fixed for the entire period of contract i.e. 3 years.</p>	Please clarify, per record per financial year	Pricing slab for per record will be applicable for the entire period of contract i.e. 3 years.
40		Appendix – F: Indicative price Bid		Please clarify on the minimum volume commitment; Base data or the highest slab	No minimum volume commitment
41		Appendix - B- Point No 11		case the bidder already is a vendor for SBI then its rating in Vendor Score Card in the previous two quarters should not have been less than 75% in each of the quarters.”: Please provide the vendor score for CIC on If any.	This clause is waived
42		Suggestion		Technical Evaluation - Consumer:	
				<p>a. CIC Services includes analytical data which is highly superior in many ways. For instance, Credit Vision algorithms (provided as a part of this assignment), like missed payments, excess payments and debt build-up behaviour, can help target high propensity and low risk customers giving significant lift. If the same is run on Rs. 1.5 lakh crore portfolio, a lift of even 0.75% leads to Rs. 1125 Crore impact.</p>	SBI analytics team uses bureau data as one of parameter for its analysis. SBI doesn't refer it as standard report.

				b. These algorithms are currently provided by CIC only. CIC is willing to test the exact impact of data on a sample set which SBI Bank can provide. Results of these can give a very good indication of what will be the impact at an over-all portfolio level.	SBI analytics team uses bureau data as one of parameter for its analysis. SBI doesn't refer it as standard report.
				Technical Evaluation - Commercial:	
				As regards commercial loans, CIC MSME Rank (CMR) being an established value differentiator in SBI's existing credit policy will help Bank achieve better asset quality	SBI analytics team uses bureau data as one of parameter for its analysis. SBI doesn't refer it as standard report.
				Request clarity on how such impactful analytical data will be considered in the RFP process	SBI analytics team uses bureau data as one of parameter for its analysis. SBI doesn't refer it as standard report.