

**Appendix-L Pre-Bid Query Forma
(To be provide strictly in Excel format)**

| Sl. No | RFP Page No | RFP Clause No. | Existing Clause | Query/Suggestions | SBI IT CMD Response |
|--------|-------------|--|---|---|---|
| 1 | 70 | 2. 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. | Please confirm you want bidder to provide Laptop to resources deployed onsite at SBI. | Resource deployed onsite will be given desktop machine for office work by Bank. If bank decide to allow resources to work from Home then Laptop to be arranged by service provider which will be hardened as per banks Security policy. |
| 2 | 10 & 70 | 4. SCOPE OF WORK 2. SCOPE OF WORK | Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy. | You have replied following "Device will be provided by service provider to bank for Hardening". This is T&M Engagement, so please clarify 1. which device do you want bidder to procure? 2. Who shall integrated devices with applications being used by resources? | Resource deployed onsite will be given desktop machine for office work by Bank. If bank decide to allow resources to work from Home then Laptop to be arranged by service provider which will be hardened as per banks Security policy. |
| 3 | 73 | 4. LIABILITIES/OBLIGATION | 4.2 Service Provider Duties - Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection. | The non technical resources shall be deployed under this RFP. These resources will not have visibility to data loss / leakage due to cyber incident. Please remove this clause. | No Change in RFP Clause/Term |
| 4 | 86 | Risk Management | Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk and shall also document the steps taken to manage the impact of the risks. | This is a T&M engagement, requesting you to remove this clause. The shall follow SBI processes rather than creating its own methodology. | No Change in RFP Clause/Term |
| 5 | 113 | SCHEDULE 3 Technical and Organisational Data Protection Measures | Controls to be implemented - Compliance Table | The controls to be implemented cannot be a part of bidder's responsibility as all resources shall be working from SBI office. Further more this a pure T&M engagement, hence Schedule 3 shall be applicable to the bidder. Please confirm. | No Change in RFP Clause/Term |
| 6 | 25 | 29 | As per scope of this RFP, sub-contracting is not permitted | Request SBI team to consider the below modified changes: <i>As per scope of this RFP, sub-contracting is not permitted, except to any to its group companies or affiliates or subsidiaries</i> Futher, please confirm, in case of merger or sale of substantial assets of the Bidder to any third party shall be covered under this Clause and the Bidder needs to notify regarding the same to SBI team and execute the Novation Agreement wherein all the terms and conditions as agreed hereunder shall be transferred to the third Party, who shall be under obligation to perform all such services | No Change in RFP Clause/Term |
| 7 | 28 | 35 | Service Provider shall also provide the MIS reports, data flow documents, data registerand data dictionary as per requirements of the Bank. Any level/ version changes and/orclarification or corrections or modifications in the above-mentioned documentationshould be supplied by Service Provider to the Bank, free of cost in timely manner. | There's a discrepancy in the SBI Pre Bid Response. One part states the "clause is inapplicable", while another says there's "no change to the RFP clause" in Response Page 1, RFP page 28, clause 35. Please clarify. | The said clause is written in RFP corrigendum as below : "Service Provider shall also provide the MIS reports, RCA and other required reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner. " This will be applicable to Bidders. |
| 8 | 28 | 35 | 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 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 SBI team to team consider deletion of the penalty of 10% of total Project cost as it would create a hefty financial burden which shall be over and above to the other losses sustained by the Bidder. Considering the above, we request to negotiate on that with Successful Bidder. Further, we understand during the transition period, SBI has stated that it shall not pay any extra cost, which deem to believe us that while rendering you services during the transition period, Bidder shall continue to receive the payment from SBI which is already agreed until the transition period to new service provider is completed. Also, the transition period should be capped to maximum 30 days or such reasonable extended period agreed between the Parties at that moment. | No Change in RFP Clause/Term |