

REQUEST FOR PROPOSAL FOR PROCUREMENT OF SOFTWARE SOLUTION/ SERVICE OF ISSUING HOST SOLUTION – NETC FASTag

Ref: SBI/GITC/Special Project -I/2021/2022/791 dated: 27/08/2021

PRE-BID QUERIES AND RESPONSES

Query Sr.No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response/ Remarks
1	11	5 (ii)	The Bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical Bid as prescribed in Appendix-O duly signed by the Bidder on each page and witnessed by two persons.	Bank Should consider submission of digitally signed documents by the authorised signatory considering the current situation due to Covid -19 resurgence and allow the bidder to submit physically signed and witness signed documents once the situation normalises.	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
2	19	17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION	All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank	We believe Reverse Auction is not the correct mode of evaluation for such technology intensive bids. We request bank to remove the Reverse Auction clause.	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
3	24	25. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:	System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party vendor designated by the Bank will carry out the functional testing.	As per our understanding, the charges of 3rd party agency appointed by the Bank for testing the functionality will be borne by the Bank. Please confirm.	Yes, the cost of review as mentioned in this clause will be borne by the Bank
4	25	26. SERVICES (viii)	Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.	The support provided by the bidder will be limited to the Hardware / Software/ OS etc.(as applicable) . provided by the bidder for the in fulfilment of the Scope specified in the RFP. Support for other Hardware/Software/OS etc. will be not covered under bidder's scope. Please clarify.	The statement is fully clarified during pre-bid query meeting.

5	30	36 (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).	Service Provider shall not be held liable for any delay in performing the obligation/ defect in performance due to the facts beyond its control and performance of which is dependent on other factors which are not under its control and shall not be subject imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
6	33	39(vi)	Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.	Cost of Escrow shall be borne by the Bank. Bank is requested to confirm this. Also request Bank to consider & allow Service provider to grant the term license instead of perpetual...	Cost of Escrow will be borne by the Service Provider. Other part is explained in pre-bid query meeting.

7	33	39, vi	Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually.	Instead of perpetual license, the bank may consider term license In terms of territory, license to be considered for India territory. Bank to indicate which other countries it expects this product. Alternatively, additional countries can be added in future under the Change Request route (46.4 on pg 93)	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
8	33	39. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP: (vi)	The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement . All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified.	As per our understanding, the Escrow arrangement will be provided by the Bank. Bank will bear the charges for the Escrow Arrangement, if any. Bidder will have to sign the Escrow Agreement and place the artefacts related to the Software in the Escrow. Please confirm.	The Escrow Agreement will be initiated by the Bidder and the charges thereon will also be borne by the bidder.

9	34	40. LIQUIDATED DAMAGES	<p>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 for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	<p>We suggest that the liquidated damages be specified as '0.5% of Software Solution Cost & Platform Setup, Implementation Cost for delay of each week or part thereof maximum up to 5% of Software Solution Cost & Platform Setup, Implementation Cost'. This will be a fair LD for delay only in implementation. Please consider. This is in line with the LDs mentioned in Appendix J - Penalties</p>	<p>This has been clarified during pre-bid query meeting. RFP terms will remain the same.</p>
10	41	46 (i)	<p>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).</p>	<p>Bank is requested to remove the clause as termination for convenience is not a standard practice and may result in loss to the Service Provider as the Service Provider needs to put in a significant effort to commence the project.</p>	<p>This has been clarified during pre-bid query meeting. RFP terms will remain the same.</p>
11	41	46. TERMINATION FOR CONVENIENCE:		<p>You would understand that the bidder estimates the project price based on the entire tenure of the project. We request you to remove this clause as this introduces an element of uncertainty.</p>	<p>This has been clarified during pre-bid query meeting. RFP terms will remain the same.</p>

12	44	53. 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 request bank to waive of the EMD for all bidders considering the guideline from GOI to waive the EMDs. This will enable wider participation. Otherwise we request Bank to reduce the EMD to 10 Lakhs considering the unfavourable cash flow situations of the industry during the pandemic.	There is no change in Tender fee. EMD fee has been waived off. BG amount has been reduced to 3% of total contract value. Corrigendum-I is issued in this regard.
13	49	Appendix B - Bidder's Eligibility Criteria; No 3	The Bidder must have an average turnover of minimum Rs.5.00 crore during last 03 (three) financial year(s) i.e. FY 2017-18, FY 2018-19 and FY 2019-20.	We suggest that the minimum annual turnover for such project should be kept at 10 Cr to enable participation by stable companies	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
14	58	2.1 Key Capabilities required in Issuing Host Solution (iii)	Creating and providing an efficient issuing/top up infrastructure for RFID tags viz. Cash, Bank Account, RTGS/NEFT, Credit Card, Debit Card, Internet Banking, Mobile Banking, IMPS, UPI etc.	To our understanding top up via the mechanisms mentioned in this clause will require integration with a payment gateway. Please advise if the bidder has to bring his own gateway service provider OR will the bank has it's own service provider. Secondly, payment gateway charges will be borne by the Bank or the bidder?	The Bank already have agreement with Payment Gateways. Integration is to be carried out by the SP
15	58	2.1 Key Capabilities required in Issuing Host Solution (iii)	Creating and providing an efficient issuing/top up infrastructure for RFID tags viz. Cash, Bank Account, RTGS/NEFT, Credit Card, Debit Card, Internet Banking, Mobile Banking, IMPS, UPI etc.	Secondly, please advise, payment gateway charges will be borne by the Bank or the bidder? To our understanding these should be paid by the bank as bidder is only a software service provider	Same as above

16	59	Appendix - E Point XXii	Bank would not be liable for any fraud or loss occurred to the Service provider due to network unavailability at toll plaza site, changes in NPCI guidelines etc. Vendor should have ownership for all loss due to technical issues or frauds if any. Vendor need to explain service provider that Bank has no liability for any fraud or loss. Despite the solution being deployed in Bank's environment, the failure due to the improper management or delay in support by the vendor will be the responsibility of Service Provider.	We request this clause to be modified as taking ownership for arising out of technical issues either at the Toll Plaza, Network or any of the vendors of the Bank is beyond the control of the Service Provider. The same may be modified to include an additional clause - arising out of negligence/ failure attributable to Service Provider	Any failure due to the improper management or delay in support by the vendor will be the responsibility of SP and will be penalized accordingly.
17	59	Appendix - E Point XXii	Bank would not be liable for any fraud or loss occurred to the Service provider due to network unavailability at toll plaza site, changes in NPCI guidelines etc. Vendor should have ownership for all loss due to technical issues or frauds if any. Vendor need to explain service provider that Bank has no liability for any fraud or loss. Despite the solution being deployed in Bank's environment, the failure due to the improper management or delay in support by the vendor will be the responsibility of Service Provider.	Vendor and Service Provider are mentioned here. As per the Agreement its Service Provider/ Vendor. There is ambiguity between this clause and the agreement. Request clarification.	In this case, Vendor and Service Provider are two different entities. The service provider may indicate any entity including but not limited to Payment Gateways, Tag Vendors, Channel Partners etc.

18	63	2.10 Technical Requirements	The vendor must specify in detail their requirement in respect of Hardware/Software/Network and also Database/Middleware/OS requirements. End to End management of the solution should also be covered in the arrangement. The proposed solution would be hosted on Bank's cloud (Meghdoot).	From this clause it comes out that all the hardware, software (including licenses for OS, RDBMS, any other) middleware etc. will be provided by Bank for hosting the production environment, pre-production & UAT. These will be in a cloud whose services Bank has procured. In such scenario 'end to end management' by the bidder does not look possible. We request that bidder be responsible for only the management of any issues with the issuing host solution.	Any failure due to the improper management or delay in support by the vendor will be the responsibility of SP and will be penalized accordingly.
19	66	13. Discounts (iv)	Discount application and expiry can be configured for product and Local based types	Please explain local based types	It is meant for specific group of customers and the same has been clarified during pre-bid query meeting.
20	66	13. Discounts (A Local discount)	A Local discount	To our understanding, such discounts work on the acquirer side and the issuer has to only process the discounted amount received from acquirer.	Yes, presently it is to be done by the Acquirer solution provider. The facility should be made available in IHS, if required.
21	67	13-C	Presently the pass scheme is applicable for Acquirer solution. If required, the above pass schemes should be configurable on Issuing Host Solution	We understand that this deliverable is exempt from the delivery deadline of the RFP. Request clarification	It is not required as per the delivery deadline of the RFP. However, this functionality, if required, should be made available in the IHS.

22	73	22	POS Settlement related requests: POS includes agents, channel partners, online issuance etc. Existing process flow for POS settlement in the solution to be followed.	Request the Bank to share the existing Process Flow and accounting	Explained during pre-bid query meeting
23	76	28. Hosting (iii)	Data Centre and Hardware are out of scope of the project and would be in bank's scope.	As per our understanding, the Licensed Softwares like OS, RDBMS etc. are also not in bidder's scope. Please confirm.	Licensing of the softwares: OS (windows and Linux) and Oracle is in bank's scope. However, the additional softwares, specific to the application, would be in Bidder's scope. Administration and maintenance of softwares/solutions will be the responsibility of the Bidder.
24	81	36 (xxi)	The Bidder should maintain a duplicate of the production setup hosted in Bank's Meghdoot environment, in case of development from an off-site location.	Request Bank to clarify as this requirement will be very difficult to achieve	This has been clarified during pre-bid query meeting. RFP terms will remain the same.

25	84	37. Infrastructure & Support (ii)	The Bidder should maintain the complete end to end infrastructure of the application which includes Development, SIT, UAT, Pre-Production and production environments of the solution being delivered along with concerned disaster recovery.	As per our understanding, bank should maintain the infrastructure for the UAT, Pre-Production environments. Production is anyways on the Bank DC/Cloud. Bidder shall maintain Development & SIT environments. Please clarify.	The Bank will provide the environment for UAT & Pre-Prod. Solution will be deployed in Bank's DC/Cloud environment. Bidder shall maintain Development and SIT environment. However, the maintenance/administration of all the environments will be the responsibility of the Bidder.
26	84	37. Infrastructure & Support (ix)	Excluding Scheduled Maintenance or platform upgrade downtimes, the Bidder should maintain 99.90% uptime monthly for all systems/application functionalities,	Based on our experience, an uptime of 99.90% is very high. We suggest that uptime requirement be modified to 99.5%.	This has been clarified during pre-bid query meeting. RFP terms will remain the same as it is exclusive of planned downtime of application.
27	85	37. Infrastructure & Support (vi)	The Bidder should ensure that the infrastructure hosted in the Bank's premises be integrated with PIMS, SIEM and DAM solutions	Please elaborate on PIMS, SIEM & DAM requirement	Integration with PIMS, SIEM and DAM has been explained during pre-bid query meeting.

28	86	38. Multiple Channels integration	Mobile Banking (Missed Call and SMS Banking) SMS and Email Gateways	As per understanding, SMS & email gateways will be provided by the Bank. Please confirm.	Yes, the gateways will be provided by the Bank. However, integration is to be carried out by the Bidder.
29	87	38	Multiple Channel Integration	There are 37 interfaces listed. Bank to clarify how many of these integrations are available with the existing FASTag solution deployed. Whether for all the integrations proposed, the host systems have APIs for consumption by NETC FASTag System	Explained during pre-bid query meeting
30	91	42. Onsite Manpower Requirements	Team headed by Project Manager to be placed for end to end management of Project/Application in the Bank's premises as furnished in Appendix F of RFP	While the bidder will provide the onsite manpower, Bank will provide office space, computers, network connectivity and basic amenities to the team stationed at the Bank. Please confirm.	Bank will provide the office space, computers, network connectivity, required to run the application. Laptop and other accessories, required by the vendor resources will be provided by the Bidder.
31	92	46. The payment Schedule will be as follows	Milestones: 1 Deployment of solution 20% 2 Platform set up and implementation 30% 3 Go live with all the customizations as per Scope of Work 30% 4 After 12 months of go live date 20%	We suggest that the Milestones be modified as follows: 1 Deployment of solution 40% 2 Platform set up and implementation 40% 3 Go live with all the customizations as per Scope of Work 20% 4 After 12 months of go live date 0%	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
32	94	TABLE B – Support Resources Cost	d)Per man day cost for 500 days	To our understanding this is cost for 1 person for 500 days. Please confirm.	Yes, the bidder has to provide per man day in the respective field

33	94	Appendix f, Table A	Enterprise Perpetual (Unlimited Users)	Instead of perpetual license, the bank may consider term license	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
34	94	Appendix f, Table A	AMC charges for 4 years (after 1 yr of warranty)	Bank to confirm term of license engagement as 5 years from start of warranty period.	Yes, the term of license is 5 years from go-live date.
35	94	Format for Commercial Bid TABLE A – Software Solution, Implementation and AMC Cost	3 Comprehensive annual maintenance/ATS/S&S for Software Solution mentioned above for 4 years, including annual renewal cost, if any, after the end of comprehensive warranty :: AMC/ATS etc. equally for 4 years	We suggest that the Bank allows the bidders to provision the AMC cost for each year considering annual inflation. This will allow the bidders to maintain the project in good financial health in the later years.	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
36	94	Format for Commercial Bid TABLE B – Support Resources Cost		The table seeks a constant cost for support manpower for the entire tenure. As above, we suggest that the bidders be allowed to quote values for each year to provide for annual inflation.	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
37	97	Appendix f, Notes on Table B, pt. 6	Changes/modification/enhancement as per regulatory guidelines/instructions from RBI/NPCI/NHAI/IHMCL/ BANK etc. is to be undertaken within the timelines, by the vendor without any additional cost to the Bank throughout the tenure of project.	The Changes/modification/enhancement as per Bank will come under the Change Request (46.4 on pg 93), the manday rate being quoted for TCO calculation in Table B	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
38	97	Table B.1: Support Resource Categorization	ii. Customer Grievances/ Complaint Management iii. Recon & Settlement	Request Bank to reduce the qualification criteria to normal Graduate (BA/ B.com/ Bsc) as the said functionality can be managed without expertise in BE/B. Tech/MSc in Computer Science/IT or MCA	This has been clarified during pre-bid query meeting. RFP terms will remain the same.

39	106	Appendix - J	Deployment of Software Solution along with customization as per scope of work - Within 12 Weeks	As the Project involves migration of the existing data/interfaces with more than 30+ systems, we request the Bank to review the same to 24 weeks	The deployment of Issuing Host Solution along with the desired functionalities of the current system and data migration from previous system to be completed within 12 weeks. This has been clarified during pre-bid query meeting. RFP terms will remain the same.
40	106	Appendix J, Penalties	Penalty Charges calculated as 1 % of Yearly fees (AMC) per month during each month of default	We suggest that the penalty charges for a month be calculated on the monthly We believe that the SLAs stated in the RFP are very high which will lead to higher prices as the bidder's risk increases. We suggest that the bank modify the SLAs to meet the twin goals of application uptime and cost effectiveness.	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
41	107	Appendix j Penalties	Penalties	Request Bank to limit over all penalty to 5% of the contract value.	This has been clarified during pre-bid query meeting. RFP terms will remain the same.
42	109-143	Appendix K- Service Level Agreement	Service Level Agreement	Bank should allow negotiation of Service Level Agreement with the successful bidder	This has been clarified during pre-bid query meeting. RFP terms will remain the same.

43		General		For the onsite resources, will the required infra (hardware and software) be provided by the Bank?	The infra will be provided by the Bank for onsite resources. However, the hardware for any remote access (VPN/VDI etc.) to be supplied to the resources by the Vendor.
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