

AMENDMENT/CORRIGENDUM – I

Tender Ref: D&TB/PS/RFP/METRO/2021-22/001, dated 4th September 2021

1. Revised Schedule of Events

Particulars	Revised Details
Bid Document Availability including changes/amendments if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news upto 01.10.2021 upto 11:59 pm.
Last date and time for Bid submission	Upto 11:59 pm on 01.10.2021.
Date and Time of opening of Technical Bids	On 04.10.2021 at 4:00 pm. The bidders, who have submitted the Bid with valid EMD as per the RFP, will be notified, on e-mail provided by them. Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all the Bidder representatives.

2. Reply to Pre-Bid Queries

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
1	53	Appendix C, 1.1	1.1 Ticket Office Machine:	Request you to Clarify the TOM will be used only for the Functional Requirement of NCMC Cards, Please clarify, Other Fare Media functional requirement are not part of the scope of this contract, Please confirm.	As per RFP.

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
2	53	Appendix C, 1.1	1.1 Ticket Office Machine:	Back end for Card management system at CMRL Premises is out of the Scope of this Project. Bidder shall only develop the User Interface and do the integration with the Back end System, kindly clarify.	As per RFP.
3	54	Appendix C, 1.2	Ticket Reader	These Ticker Reader to be placed at the TOM counter & will be for an attended function , Please confirm.	As per RFP.
4	54	1.3 Other Requirement	2-Connectivity of EDC Terminal & TR with Acquirer switch	It is understood that, the Back Bone connectivity between Station & CMRL AFCS Data Centre will be provided by CMRL which also includes network devices at Stations as well as CMRL AFCS Data Centre, Kindly Confirm	As per RFP.
5	54 & 11	1.3 Other Requirement 4. Scope of Work	2-Connectivity of EDC Terminal & TR with Acquirer switch 8-Integration with Acquirer switch for parameter download & transaction upload Page No.11: The Software Applications, including TOM User Interface/UI, required to perform Functional Requirement mentioned in Appendix-C shall be provided by the Bidder to the satisfaction of the Bank and CMRL. Integration with AFCS to perform all Functional Requirements shall also be the responsibility of the successful Bidder.	For EDC Terminal, what kind of connectivity is envisaged? Kindly elaborate on the Connectivity requirement with Acquirer Switch as the Scope of the Project is conceived to be limited to the Card Issuance Management & interface with AFCS System.	As per RFP.

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
6	24	26. SERVICES: VI	Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc. as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.	Kindly confirm, that CMRL shall provide infrastructure & Connectivity required for setting up this requirement	As per RFP.
7	42	50. Taxes & Duties	ii. Prices quoted should be inclusive of all Central / State Government taxes/duties and levies including all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (along with Appendix-E).	Kindly Provide the Format for GST Declaration	Bidders need to provide the details as per the extant regulatory requirements, in accordance with the RFP.
8	44/ 45	55: DELIVERY SCHEDULE	However, supply of complete Hardware for 10 Metro Stations (Priority Metro Stations) of CMRL, i.e., 20 TOM & 20 TR with required Software Applications and demonstration of the working solution, is expected to be completed in 1 month from the release of the PO/Award of the Contract.	We request Bank to extend the completion period to 16 weeks as the sourcing of the hardware and development of UI & functionalities as per the Tender requirement shall require discussion & approval process during design Phase	Clause remains unchanged

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
9	56	2.1.2 2-D Scanner:	2.1.2 2-D Scanner:	Kindly elaborate on the requirement of the 2-D Scanner	2-D Scanner will be the part of integrated TOM for scanning the barcode at the time of allocation of Instant card. Technical and Functional criteria are mentioned in the RFP. Selected Bidder is required to fulfill complete scope of work as per the RFP.
10	63	Appendix-D: Technical Evaluation Criteria	Appendix-D: Technical Evaluation Criteria	We request Bank to consider minimum pass criteria as 70 marks for Technical Evaluation and go for L1 Criteria than a Techno Commercial Evaluation	Clause remains unchanged
11	21	17	17. EVALUATION OF FINANCIAL BIDS AND FINALIZATION:	We request Bank to consider minimum pass criteria as 70 marks for Technical Evaluation and go for L1 Criteria than a Techno Commercial Evaluation	Clause remains unchanged
12	3	Clause 11 of Schedule of Events	Earnest Money Deposit (EMD shall be valid up to 180 days from bid submission date. Bidder should deposit EMD and Tender Fee Rs. 15,00,000 (Fifteen lakhs only) EMD should be in the form of a bank guarantee or to be deposited in A/c No. 37608352111, IFSC - SBIN0011343 Account Name: Sys. Sus. Br. Parking Account	As you must be aware that seekig EMD has been temporarily suspended till 31/12/2021 as per the latest notification from Ministry of Finance. Therefore, request you to please relax this requirement in view of the said notification No. F.9/4/2020-PPD	Clause remains unchanged

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
13	3	Clause 12 of Schedule of Events	Bank Guarantee: 10% of the contract value	In view of the recent Notification from the Ministry of Finance, all RFP's issued till 31/12/2021 should only ask for PBG's of 3% instead of 5-10%. Therefore, request you to please relax this requirement in view of the said notification No. No. F.9/4/2020-PPD	Clause remains unchanged
14	33	Clause 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 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.	<p>1.) Since this Procurement is for a specific requirement, the use of the software licenses can only be limited to the use for the current scope of the project.</p> <p>2.) since this the requirement under the scope is for the solution as a whole and not particularly for software development, therefore, it would be difficult to share the source code and the same cannot be put up under any escrow arrangement as it is the IP of the service provider and will be provided to the bank only for its usage on this project.</p> <p>3.) Further since the IP of any software to be deployed under the project shall be with the Service Provider, any modification/upgrade in the source code (beyond its use for the this Project) shall be the sole purgative of the service provider and cannot have the involvement of the bank.</p> <p>Basis the above clarifications request you to please remove this clause</p>	Clause remains unchanged

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
15	40	Clause 43, (VI)	<p>In the event of failure of the 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.</p>	<p>Request you to please add the word "maximum" and "remainings work "in the last section of the said clause. A flat 10 % will be huge cost and in the event of termination and the servicer provider having being delivered some or whole of the work, penalty on the project cost will not be right. Therefore, request you to please amend the clause as below:</p> <p>" If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of maximum of 10% of the total Project Cost/remainsing work 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>This clause needs to be read along with appendix O, serial no.1. Clause remains unchanged.</p>

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
16	40	Clause 44, (ii)	Force Majeure	Request you also please also add the below terms in the definition of Force majeure: sabotage, explosions, pandemics, quarantine restrictions or lockdowns due to pandemic (including but not limited to COVID-19), lockouts or act of God (hereinafter referred to as events)	Clause remains unchanged

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
17		Clause 46	Addition of Clause "Termination by the Bidder"	<p>Request you to please add the clause for the termination of the Contract by the Service Provider as below:</p> <p>The Bidder may terminate the contract by giving 30 days notice to the Bank, in the event of the Bank :</p> <p>a. failing to pay the service provider, without reasonable cause, the certified amount due within 45 days within which payment has to be made, subject to any deduction that the Bank is entitled to make under the Contract, or</p> <p>b. becoming bankrupt or, being a Company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, then, the Service Provider may give notice requiring the Bank to remedy the default within 28 days after receipt of the notice. If the Bank fails to remedy the default or fails to propose steps reasonably acceptable to the Service Provider to do so and in that case, the Service Provider may terminate the Contract after issue of 15 days notice to the Bank. In this case, the Service Provider shall be compensated by the bank for the amount of services already delivered.</p>	Clause remains unchanged

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
18	44-45	Clause 55	<p>DELIVERY SCHEDULE: Bidder is required to commission the complete solution for all stations within 2 months from the release of the PO/Award of the Contract. However, supply of complete Hardware for 10 Metro Stations (Priority Metro Stations) of CMRL, i.e., 20 TOM & 20 TR with required Software Applications and demonstration of the working solution, is expected to be completed in 1 month from the release of the PO/Award of the Contract.</p>	<p>This is practically unachievable because of the following reasons: 1.) Procurement of Hardware i.e. spec validations, Financial negotiation, release of PO and delivery alone shall take at least three months 2.) For TOM Application development: This will be a customized requirement for which SBI will have to give the required inputs and sign off on the FRS/SRS along with requirement of integration with the AFC and the Bank's Issuance system , this itself will take at least 2 months. Further to it, would be the UAT deployment , testing and final UAT sign off from the bank's internal team (IT, security, audit etc.) 3.) For the Ticket Reader- Application will have to be customized based on the hardware specifications provided in the RFP. Further it would be required to go for a Level 3 Certification from NPCI/MasterCard/VISA to be able to accept Open Loop cards. these certification generally takes 3-4 months once the request is raised from the Bank's side. Basis the above reasons we strongly urge to rationalize and increase the Delivery timelines to at least 5-6 months as there are liquidated damages linked to it and is very big risk for any service provider</p>	<p>Clause remains unchanged</p>

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response																		
19	45	Clause 56	<p data-bbox="521 301 846 325">PAYMENT SCHEDULE:</p> <table border="1" data-bbox="560 429 1182 1031"> <thead> <tr> <th data-bbox="566 432 636 501">Sr. no</th> <th data-bbox="636 432 730 501">Payment Percentage</th> <th data-bbox="730 432 1176 501">Release stage</th> </tr> </thead> <tbody> <tr> <td data-bbox="566 501 636 619">1</td> <td data-bbox="636 501 730 619">10%</td> <td data-bbox="730 501 1176 619">Contract Value (excluding AMC amount) after issuance of PO. (eligible for payment within 7 days, post-production of invoice)</td> </tr> <tr> <td data-bbox="566 619 636 737">2</td> <td data-bbox="636 619 730 737">20%</td> <td data-bbox="730 619 1176 737">Contract Value (excluding AMC amount) after supply and successful installation of devices (TOM, TR& Associated peripherals) at the site.</td> </tr> <tr> <td data-bbox="566 737 636 855">3</td> <td data-bbox="636 737 730 855">25%</td> <td data-bbox="730 737 1176 855">Contract Value (excluding AMC amount) after integration with AFCS, Acquiring Host including Applications.</td> </tr> <tr> <td data-bbox="566 855 636 973">4</td> <td data-bbox="636 855 730 973">35%</td> <td data-bbox="730 855 1176 973">Contract Value (excluding AMC amount) after Go-Live of the Project.</td> </tr> <tr> <td data-bbox="566 973 636 1027">5</td> <td data-bbox="636 973 730 1027">10%</td> <td data-bbox="730 973 1176 1027">Contract Value (excluding AMC amount) after Warranty Period of 12 months.</td> </tr> </tbody> </table>	Sr. no	Payment Percentage	Release stage	1	10%	Contract Value (excluding AMC amount) after issuance of PO. (eligible for payment within 7 days, post-production of invoice)	2	20%	Contract Value (excluding AMC amount) after supply and successful installation of devices (TOM, TR& Associated peripherals) at the site.	3	25%	Contract Value (excluding AMC amount) after integration with AFCS, Acquiring Host including Applications.	4	35%	Contract Value (excluding AMC amount) after Go-Live of the Project.	5	10%	Contract Value (excluding AMC amount) after Warranty Period of 12 months.	<p data-bbox="1256 301 1821 357">Request you to revise the Payment Schedule as below:</p> <ol data-bbox="1256 357 1821 1236" style="list-style-type: none"> 1.) 10%- Contract Value (excluding AMC amount) after issuance of PO. (eligible for payment within 7 days, post-production of invoice) 2.) 20% - Contract Value (excluding AMC amount) or part thereof after delivery of the required Hardware. 3.) 20% - Contract Value (excluding AMC amount) or part thereof after successful installation of devices (TOM, TR& Associated peripherals) at the site. 4.) 20%- Contract Value (excluding AMC amount) or part thereof after integration with AFCS, Acquiring Host including Applications. 5.) 25%- Contract Value (excluding AMC amount) or part thereof after Go-Live of the Project. 6.) 5%- Contract Value (excluding AMC amount) or part thereof after 6 months of Successful Operation from the Date of ROD <p data-bbox="1256 963 1821 1236">The reason for adding part thereof is that in case if due to any reasons if only Priority section goes lives the Services provider will be able to atleast seek payment for the proportion of work/milestone achieved till that time. The more stringent the Payment terms would be, the higher will be the cost of the services to be delivered. Therefore, request you to kindly rationalize the same</p>	<p data-bbox="1843 301 2047 357">Clause remains unchanged</p>
Sr. no	Payment Percentage	Release stage																					
1	10%	Contract Value (excluding AMC amount) after issuance of PO. (eligible for payment within 7 days, post-production of invoice)																					
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4	35%	Contract Value (excluding AMC amount) after Go-Live of the Project.																					
5	10%	Contract Value (excluding AMC amount) after Warranty Period of 12 months.																					

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20	52	Appendix B, clause 8	The Bidder should have support setup within India 24*7.	Since the Project requires a Technology Service Provider and in general they do not have a dedicated Support Centre for such projects. We generally depute a dedicated project resource for the Project to handle the clients requirement. Therefore, request you to kindly relax this eligibility clause as this not a primary requirement and moreover it adds to the unnecessary cost to the project	Clause remains unchanged
21	53	Appendix C, Clause 2.1.3	2.1.3 Integrated Contactless Reader-Writer & Credit/Debit Card Reader	Our Understanding is that the service provider is required to deliver the Payment application to read NCMC Stored value transaction i.e. Balance Enquiry, Balance sync, Top UP, PIN Set, Service Area Update etc. and not for accepting debit and credit card payments as this will be a different requirement and would also require to integrate with payment processor. Please confirm if the understanding is correct	Payment transactions, such as Top-up/Load etc., through Debit/Credit/Prepaid Cards etc. are included.
22	53	Appendix C, Clause 1.1	1.1 Ticket Office Machine:	Our Understanding is that the TOM application shall be a Web based application accessible through standard web browsers at the TOM counter. Please confirm if the understanding is correct	Web based application will not be applicable. Application will be installed on the TOM PC or Sever. The required arrangement for installation and integration, will be the responsibility of the selected bidder.

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23	54	Appendix C, Clause 1.3, (6)	Other Requirements: 6.) Pass linking, Card Analysis etc. at TOM & TR for ABT implementation	The required application for the TOM and TR will have to be prepared for Card based System or Account based System. Please clarify	As per RFP.
24	63	Appendix D,	Technical Evaluation Criteria	Can the relevant experience of the parent Company be used for this evaluation. Please confirm	As per RFP.
25	63	Appendix D, Clause 3 (2)	No. of Transit/Smart City Solution implemented for Scheduled Commercial Bank. (Refer Appendix N for Project Experience Format)	Request you to please revise the clause as: No. of Transit Operator/Smart City Solution implemented for Scheduled Commercial Bank. (Refer Appendix N for Project Experience Format) 1 project/Operator : 5 2 projects/Operator: 10 More than 2 projects/Operators: 15	Clause remains unchanged
26	63	Appendix D, Clause 3 (3)	No. of projects where the bidder has implemented and supplied hardware at the TOM Issuance counters for managing issuance life cycle for transactions like Card activation, PIN Select, Service Area Creation and Loading on prepaid card. (Refer Appendix N for Project Experience Format)	Request you to please revise the clause as: No. of projects/Operator where the bidder has implemented and supplied hardware at the TOM Issuance counters for managing issuance life cycle for transactions like Card activation, PIN Select, Service Area Creation and Loading on prepaid card. (Refer Appendix N for Project Experience Format): -1 Project/Operator: 5 -2 Project/Operator: 10 -More than 2 Project/Operator : 15	Clause remains unchanged

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
27	64	Appendix D, Clause 3 (9)	Bidder should have implemented, integration and interfacing with any bank and other third-party interfaces for data exchange, transaction processing and other operational purpose through API (REST as well as JSON), Server to server, ISO, DB Link, MQ, Web Services, File, TCP/IP (Refer Appendix N for Project Experience Format)	Since the requirement for this Project is only for Integration with front end applications, which is generally done through API's, and the mention of other interfaces for integration may not be utilized in this project and will be difficult to provide supporting's for the same. Therefore, Request you to please revise the cause as : Bidder should have implemented, integration and interfacing with any bank and other third-party interfaces for data exchange, transaction processing and other operational purpose through API (REST as well as JSON)/ Server to server/Web Services (Refer Appendix N for Project Experience Format)	Clause remains unchanged
28	65	Appendix E,	Appendix E: Financial BID Format	The Price to be Quoted is inclusive of GST. Since this a long duration project and the rate of GST may be revised, in such a scenario lot of corrections will have to be done at the bidders end as well the Banks end. Therefore, request you to exclude the GST portion from the price to be quoted for the simplicity of Tax related compliances	Appendix E is to be read along with clause no. 14.2. Price should be quoted inclusive of all duties and taxes (excluding GST or any other tax imposed by the Government in lieu of the GST)

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
29	109	Appendix O, Clause Sr. 1, 2 & 3	Liquidated Damages: Procurement, Device Installation & Integration: As liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement and/or blacklisting the Bidder.	We request you to please reduce the Penalty for LD to 0.2% per week of delay or part thereof as 0.5% will be too much	Clause remains unchanged
30	2	Schedule of Events, Point 6	Last date and time for Bid submission: Upto 08:00 pm on 25.09.2021	There are multiple factors that would determine the timelines in which the bid can be prepared and submitted which includes dependencies on OEM. Hence Request SBI to extend the bid submission date by futher 30 days.	Clause remains unchanged
31	3	Schedule of Events, Point 12	Bank Guarantee: 10% of contract value	Request Bank to reduce this to 3%. As per the release package by the Gov to MSME companies due to pandemic, The BG is reduce 3% of the contarct value. We request to keep this to 3% of the total project value	Clause remains unchanged
32	16	10.g BID PREPARATI ON AND SUBMISSIO N:	(g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.	Request Bank to allow the Bidder to provide the general Board Resolution provided to authorised signatory for all tenders and agreemets to sign	Clause remains unchanged

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33	19	25. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:	On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) and Production/live environment testing; a letter will be issued to Service Provider by the competent authority. Any changes happening in the future as per Regulatory/PTO requirement must be taken care by bidder .	Request Bank to include the following to the clause "Any changes happening in the future as per Regulatory/PTO requirement must be taken care by bidder . If there any efforts involved, then it will go through Change request process as defined by the Bank and the bidder."	Clause remains unchanged
34	24	26.9 SERVICES	All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC period.	Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware as and when released by Service Provider/ OEM or as per the agreed scope & version at the time of go live. Bidder should bring to notice of the Bank all releases/ version changes and implement the new versions, upgrades as per the agreed commercials by the Bank and bidder.	Clause remains unchanged
35	24	26.9 SERVICES	All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC period .	All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider during warranty and AMC period to the Bank based on the agreed commercials and scope. Request you to please confirm.	Clause remains unchanged

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36	25	27.1 Warranty and Annual Maintenance Period	i. The selected Bidder shall support the Hardware and Software Solution during the period of warranty (12 months after Go-Live) and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Hardware and Software Solution by State Bank of India. Upon completion/termination of the AMC, Bidder shall hand-over the Equipment/Solution to the Bank in working condition.	Request Bank to define the scope of warranty and AMC for hardware as well as for software. The scope of hardware and software will always differ and AMC period will start from the date of go-live.	Clause remains unchanged
37	25	27.2 Warranty and Annual Maintenance Period	ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Hardware and Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost	Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank based on the agreed commercials and scope	Clause remains unchanged
38	28	31.1 RIGHT TO AUDIT:	Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, 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	Request to Bank to provide 15 working days as we have to coordinate with all the departments and align our daily service schedule accordingly to provide the support	Clause remains unchanged
39	29	32 Subcontracting	As per scope of this RFP, sub-contracting is not permitted.	Request bank to allow subcontracting for Hardware and its AMC services.	Clause remains unchanged

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40	29	34.1 LIMITATION OF LIABILITY:	i. The maximum aggregate liability of Service Provider, subject to clause 34 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost .	Request Bank to limit the liability to 10% of the total project cost as we need to work with OEMs for hardware services	Clause remains unchanged
41	32	38.3 TECHNICAL DOCUMENTATION:	iii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary 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.	Request the following modification iii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary 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. If there is any efforts involved for other than agreed scope and after go live will be processed through change request process	Clause remains unchanged
42	33	39.7 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:	vii. Any software development/Source code developed for the project will be handed over to the Bank at Expiry/Termination of the contract in working condition with latest version .	The RFP is to provide services on license based so the following modification vii. Any software development/Source code developed for the project will be handed over to the Bank at Expiry/Termination of the contract in working condition with latest version based on agreeable commercials by both the Bank and service provider	Clause remains unchanged

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43	43	51.1 TAX DEDUCTION AT SOURCE:	Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force.	Since this tender is a combination of both hardware and software and the prices have to be quoted as one single value, how would TDS be handled for hardware since it is not applicable on hardware. Request you to Please keep the hardware and software commercials and terms separate	TDS will be deducted as per applicable rules.
44	44	55 Delivery Schedule	The solution required is to be implemented for 41 Metro Stations of CMRL Phase-I and Phase-I Extension. Bidder is required to commission the complete solution for all stations within 2 months from the release of the PO/Award of the Contract. However, supply of complete Hardware for 10 Metro Stations (Priority Metro Stations) of CMRL, i.e., 20 TOM & 20 TR with required Software Applications and demonstration of the working solution, is expected to be completed in 1 month from the release of the PO/Award of the Contract.	Here the timelines of 2 months for execution of the entire project is very aggressive. There is a genuine global shortage for chips and semiconductors and the OEM's are utilising the existing stocks for fast moving products. Also because of the pandemic supplies and logistics have been affected. Hence the timelines will have to be relaxed post discussion with the concerned OEM's. Request to modify the clause as timelines as agreed by the Bank and service provider at the time PO issuance and the same will be included in the PO.	Clause remains unchanged
45	45	56. PAYMENT SCHEDULE:	10% of Contract Value (excluding AMC amount) after issuance of PO.	Project is completely CAPEX heavy. Due to the pandemic and shortage of devices and OEM's require complete advances so that the project timelines can be achieved as per the requirement. Request you to modify the payment schedule. as per the following 60% on advance 20% on hardware delivery 10% on integration 5% on go live and 5% after 3 month's of go live	Clause remains unchanged

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
46	54	1.3.2 Other Requirements:	1-Power & Data cabling for TOM, EDC Terminal & TR 2-Connectivity of EDC Terminal & TR with Acquirer switch	<p>Please confirm that provision for both power and data would be available for the bidder to connect both the TOM and TR at designated location finalised and request to provide those designated locations for cost estimations. We believe there is no requirement to extrapolate data and power cables from the station control room. Also civil work, if any should be out of scope of the bidder.</p> <p>Since this is In-Station Set-up , which is under control and ownership of Metro/ PTO and whatever is to be done ,for any connectivity from TOM, EDC, TR to Bank Switch, need to be thoroughly detailed by SBI with flow / interface/ network architecture , with Roles & Responsibility defined (as In Station device connectivity cannot be done directly by anyone other than PTO). Request Bank to provide connectivity based on the requirement of the project</p>	As per RFP.
47	54	1.3.3 Other Requirements:	Network configuration for TOM, EDC Terminal & TR	All Network configuration for In-Station items , to be detailed by PTO authority , hence Bank has to take care of all these co-ordination / information.	As per RFP.

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
48	54	1.3.15 Other Requirements:	Load & performance tests	Please inform in details of the required scope	<p>Indicative Scope of Load & Performance Tests:</p> <ol style="list-style-type: none"> 1. Simulator application to generate 15 transactions per minute and insert into the database of the TOM. 2. Data has to be uploaded at the backend server. <p>The above list is indicative in nature and not exhaustive. Bidder needs to perform the tests and submit the reports, as per the requirement and satisfaction, to the Bank.</p>

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
49	78	5 RESPONSIBILITIES OF THE BANK		Bank should Own and Co-ordinate all kinds of communications, interfaces etc as required between PTO / Metro as Main Owner and help / support Solution Provider / Bidder to establish the final solution , 2) Bank should take care of all kinds of approvals (not only information), 3) Bank should take care of all kinds of Conflicts / Decision basis benchmark quality approach – between bidder and PTO, 4) Bank should own responsibility of work at PTO Locations while Bidder will execute. Please confirm if this is OK , 5) Bank will take care of all inventories / safety & security of all supplied assets / items to be supplied under this scope	Clause remains unchanged
50	78	6.2 RESPONSIBILITIES OF SERVICE PROVIDER	Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.	Request Bank to elaborate , with specific example Use cases for applicability to clarify – in respect to this bid . Also, for all permissions/ Approval, from PTOs , as applicable, to be taken care by Bank/ bank Project team only. Request Bank define the scope for service provider	Clause remains unchanged

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
51	83	11.7 BANK GUARANTEE & PENALTY	No penalty shall be levied in case of delay(s) in deliverables or performance of the Contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.	Request Bank to modify the clause 11.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the Contract for the reasons solely and directly attributable to the stakeholders other than the service provider such as Bank, PTO's, Regulators, Scheme, etc. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.	Clause remains unchanged
52	84	13.1 INSPECTION AND AUDIT	It is agreed by and between the Parties that Service Provider be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India	Please define detailed scope of audit for Service provider to have a clear visibility on types of audits, various scopes, frequency etc and define as applicable for specific scope of work expected from Service Provider	Clause remains unchanged
53	84	13.1 INSPECTION AND AUDIT	Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.	Bank to define the frequency and is Bank will pay for efforts involved by the service provider	Clause remains unchanged

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions received	Response
54	84	13.3 INSPECTION AND AUDIT	Service Provider further agrees that whenever required by the Bank , it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority. The Bank reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).	Bank to define the frequency and is Bank will pay for efforts involved by the service provider	Clause remains unchanged
55	64	Appendix-D Technical Evaluation Criteria, Point 6	CMM level certification	We have set process for Software Dev Work , and acquired PA DSS certificate. Besides , we have done software related process check under our certification . These can equally establish the qualitative process established at our side for software dev lifecycle. Request you to consider an alterante as PA-DSS dcertification.	Clause remains unchanged