

## **ANNEXURE A**

### **REPLIES TO PREBID QUERIES FOR REQUEST FOR PROPOSAL FOR PROCUREMENT OF ON-PREMISES ISSUER HOST SOFTWARE SOLUTION/ SERVICE ON LICENSED MODEL FOR OPEN LOOP TRANSIT/SMART CITY & OTHER RELATED PROJECTS Ref: SBI/GITC/IT-ATM/2020/2021/717 dated 28.09.2020**

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
1	2	General	Bid Submission date	Due to the current Covid-19 pandemic crises and movement limitations, our offices are closed. All our teams are working from Home. We request Bank to consider the limitation and extend the Bid submission by another two weeks.	As per RFP
2	10	4. SCOPE OF WORK:	iii. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.	Bidder has enforced security at organization-level that is based on industry best practices and regulatory compliances like ISO 27001, PCI-DSS, PA-DSS, as applicable, to meet all the legal, compliance, regulatory and contractual requirements. Bidder's policy and standard are applicable.	As per RFP
3	10	4. SCOPE OF WORK:	v. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.	Bidder has enforced security at organization-level that is based on industry best practices and regulatory compliances like ISO 27001, PCI-DSS, PA-DSS, as applicable, to meet all the legal, compliance, regulatory and contractual requirements. Considering the solution will be on license model, Bidder's policies and standards are applicable.	As per RFP

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4	11	5. ELIGIBILITY AND TECHNICAL CRITERIA:	<p>If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.</p> <p>(b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.</p>	Request Bank to consider only OEMs proposing the solution and not through SI as this is very nish requirement and evolving requirement with very quick implementation timelines.	As per RFP
5	12	7 (v)	"No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained."	BIDDER request the Bank to delete this clause, since the terms of Contract need to be mutually agreed between the parties. Any Contract needs to be mutually agreed between the Parties and should not be depriving other Parties rights.	As per RFP

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6	25	24.ii	The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect successful implementation of the project, or performance of the material or services sold, or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee	Request to modify as follows: The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation <b>due to reasons attributable to the successful Bidder</b> and/or the risk of non-performance of the successful Bidder in respect successful implementation of the project <b>due to reasons attributable to the successful Bidder</b> , or performance of the material or services sold during , or breach of any <b>material</b> terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee	As per RFP
7	26	25	On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to Service Provider by the competent authority on the line of Appendix-I.	Request to modify as follows: On <del>satisfactory</del> completion of the aforementioned tests <b>in accordance with the specifications agreed between the parties</b> , the User Acceptance Test (UAT) letter will be issued to Service Provider by the competent authority on the line of Appendix-I.	As per RFP
8	26	26. SERVICES:	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	As given in the RFP, we understand that the Bank will provide the required hardware and software. Bidder is required to provide the solution on License model. Request Bank to clarify on the relevance of hardware and software mentioned in this clause.	As per RFP

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			of the Bank all releases/ version changes.		
9	27	26.ix  27.ii	<p>All product updates, upgrades &amp; patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC/ ATS/ S&amp;S period.</p> <p>During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the 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</p>	<p>Upgrades/New versions shall be excluded from the warranty period and AMC/ATS/S&amp;S period. Only updates, patches, etc shall be provided free of cost during the said period.</p>	As per RFP

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10	27	27.ii	During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.	Request to modify as: "During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of <b>physical</b> security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. "	As per RFP
11	27	27.iii	During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things,	As Software Solution is sold as a license and as there is no separate version of the software being created for the Bank, maintenance of the Software Solution shall be carried out as per the successful Bidder' policies, security requirements, etc. Further, request to remove subjective terms like 'full satisfaction' from the RFP Clause. Please modify as follows:  During the support period (warranty and	As per RFP

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			<p>day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.</p>	<p>AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the agreed scope between the parties. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, in accordance with the successful Bidder's policies and agreed scope between the parties compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the agreed scope, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational as per the agreed scope of services within the given timelines or extended timelines as permitted by the Bank.</p>	

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12	28	27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT	v. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.	Is in Onsite Support the bidder need to placed dedicated resource in SBI Premises for entire contract period or the bidder need to send their engineer on call basis? Please give clarity on the same.	Dedicated resource is required at SBI premises during the contract period
13	28	27.vii	Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank	Support shall be made available as per the agreed service levels between the parties.	As per RFP
14	28	28	As mentioned in Appendix-J of this RFP.	The Appendix J of the RFP does not contain an overall cap on penalties. Please cap the cumulative penalties under the RFP to 10% of the TCV	As per RFP
15	29	31. RIGHT TO AUDIT:	i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/Software) and services etc. provided to the Bank and	<p>Bidder would like to clarify that any audit will be cooperative of and in considerate to Bidder's confidentiality and security restrictions and guidelines; and Bank to provide prior written notice with minimum 30 days time to the Bidder.</p> <p>Should the Bank require the Bidder to observe Bank's policies, then Bank should inform the Bidder prior hand of all Bank's IT and IS audit / inspection, regulatory requirements from security perspective.</p>	As per RFP

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			<p>Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. 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.</p>		



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16	30	32	As per scope of this RFP, sub-contracting is not permitted.	Request to add as follows:  SBI agrees that the Services may be performed by the successful Bidder or its affiliates or its subcontractors; provided that the successful Bidder shall be responsible for all such Services'	As per RFP
17	30	34	"34. Limitation of liability: i. 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. ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue. iii. The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; b) damage(s) occasioned by the Gross Negligence or Willful	BIDDER request the Bank to modify the limitation to the total cost of specific software program, which caused such damage or loss to Bank.	As per RFP

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			<p>Misconduct of Service Provider,</p> <p>c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.</p> <p>For the purpose of clause 34(iii)(b) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable.</p> <p>Notwithstanding the forgoing, Gross Negligence shall not include</p>		

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			<p>any action taken in good faith.</p> <p>“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith."</p>		
18	30	31. RIGHT TO AUDIT:	<p>The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. <b>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.</b></p>	<p>Request Bank to amend/(Remove section) this clause as follows " <b>The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank."</b></p>	As per RFP

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19	31	34.iii	The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; b) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider, c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	As the this is a license sold by the Bidder, unlimited liability can be agreed only for third party claims arising out of infringement of such third party' intellectual property right. As the solutions is hosted, maintained and controlled in Bank' premises, the other exceptions sought under this clause are not relevant for the nature of solution sold by the Bidder.	As per RFP
20	31	35	Confidentiality	BIDDER request the Bank to have mutual confidentiality obligaitons. Hence, the clause to be modified accordingly.	As per RFP

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21	35	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."	BIDDER would like to clarify that the license provided under this RFP shall be for a limited period of five (5) years. Hence, the term perpetual needs to be deleted.	As per RFP

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22	35	39. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:	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.	As per standard industry practices the licenses are restricted by term usage or capacity based . We request bank to allow the bidder to quote based on capacity or term based license instead of perpetual.	As per RFP
23	40	43 (i)	Termination for Default	BIDDER request the Bank to provide a cure period of 90 day, considering the intefcacies of the Software. BIDDER also request the Bank to have mutual termination rights on mutually agreed terms .	As per RFP
24	41	43.iii	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 to remove this penalty provision for breach of obligations under the clause. The detailed clause / process for transition shall be as mutually agreed between the parties in writing, at the time of transition requirement.	As per RFP

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25	41	43 (vi)	<p>"vi. 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</p> <p>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</p>	BIIDER would like to reduce the penalty to 5% of the total Porject Cost instead of 10%.	As per RFP

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			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."		
26	42	46	Termiantion for Convenience	BIDDER would request the Bank to delete the termination for convenience clause. This is not a standard industry practice and not at all acceptable by the BIDDER.	As per RFP
27	42	46. Termination for Convenience:	General	Request Bank to remove this clause, as Termination cannot be based on convenience of the Bank.	As per RFP
28	42	SCHEDULE OF EVENTS	Penalty	Request bank to limit over all penalty to 10% of the contract value	As per RFP
29	44	50. TAXES AND DUTIES:	General	Request bank to consider commercials exclusive of all the taxes, as bank will be paying taxes extra to the bidder.	As per RFP



Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
30	52	Appendix B 3. & 4.	<p>The Bidder must have an average turnover of minimum Rs.20 crore during last 03 (three) financial year(s) i.e. FY 2019-2020, FY 2018-2019 and FY 2017-2018.</p> <p>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 para3 above.</p>	<p>Request the bank to consider certificate from chartered accountant confirming the numbers for FY 2019-20, for bidders whose financial statement for FY 2019-20 is still under audit</p> <p><b>OR</b></p> <p>Request the bank to consider financial statements for FY 2018-19, FY 2017-18 and FY 2016-17</p>	As per RFP
31	52	Appendix B 4.	<p>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 para3 above.</p>	<p>Request the bank to change this clause as either</p> <p>i. 'The Bidder <b>or its Parent Company</b> 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 para3 above.</p> <p><b>OR</b></p> <p>ii. 'The Bidder should have <b>Operating Profit (i.e. profit before interest and tax)</b> for at least 02 (two) out of last 03 (three) financial years mentioned in para3 above.</p>	As per RFP
32	52	Appendix B 5.	<p>Bidder should have experience of minimum 4(four) years in providing the Software Solution/services.</p>	<p>Request the bank to confirm if this clause refers to experience of minimum 4(four) years in providing any Software Solution/services or Software Solution/services related to Prepaid</p>	As per RFP

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33	52	Appendix B, Clause sr. no. 3	The Bidder must have an average turnover of minimum Rs.20 crore during last 03 (three) financial year(s) i.e. FY 2019-2020, FY 2018-2019 and FY 2017-2018.	Request bank to modify clause for the bidder minimum turnover as INR 500 crores as such large projects will required established players and capability to initially invest for success of the project.	As per RFP
34	52	Appendix B, Clause sr. no. 8	Solution should be PA-DSS certified	Request bank to consider minimum PA-DSS 3.2 certified	As per RFP
35	52	Appendix B, Sr. No. 2	Bidder should have experience of minimum 4(four) years in providing the Software Solution/services.	Request Bank to raise the minimum experience to 10 years from 4 years to enable well established Software Product vendor with well integration experience across multiple internal and external ecosystems	As per RFP
36	52	Appendix B, Sr. No. 3	Bidder should have implemented minimum 1(one) transit/smart city related Software Solution in Scheduled Commercial Banks and Should have implemented Minimum of 2 Prepaid/Debit cards software solution in Scheduled Commercial Banks	Since the RFP is for Prepaid solution platform, request bank to consider the experience limited to prepaid card implemenation only.	As per RFP
37	52	Eligibility Criteria - Appendix B	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 para3 above.	Please allow bidder to submit audited balance sheets for last 3 years. As balance sheet is already certified by Statutory Auditor.	As per RFP

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38	52	Eligibility Criteria - Appendix B	The Bidder must have an average turnover of minimum Rs.20 crore during last 03 (three) financial year(s) i.e. FY 2019-2020, FY 2018-2019 and FY 2017-2018.	Please allow bidder to submit audited balance sheets for last 3 years. As balance sheet is already certified by Statutory Auditor.	As per RFP
39	53	6	Bidder should have implemented minimum 1(one) transit/smart city related Software Solution in Scheduled Commercial Banks and Should have implemented Minimum of 2 Prepaid/Debit cards software solution in Scheduled Commercial Banks	We request Bank to modify the clause as: Bidder should have implemented minimum of 1(one) Prepaid/Debit cards software solution in Scheduled Commercial Banks / <b>Co-operative Banks</b>	Separate Corrigendum will be published for this point
40	53	7	Prepaid application.(Start and End Date of the Project to be mentioned) in the past (client references as in para 4 to be provided	We request Bank to modify the clause as, Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed Prepaid/ <b>DCMS application</b> . (Start and End Date of the Project to be mentioned) in the past (client references as in para 4 to be provided)	Separate Corrigendum will be published for this point

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41	53	Appendix B 6.	Bidder should have implemented minimum 1 (one) transit/smart city related Software Solution in Scheduled Commercial Banks and Should have implemented Minimum of 2 Prepaid/Debit cards software solution in Scheduled Commercial Banks	Request the bank to change this clause as 'Bidder should have implemented minimum 1 (one) transit/smart city related Software Solution in Scheduled Commercial Banks and Should have implemented Minimum of 2 Prepaid/Debit cards software solution in Scheduled Commercial Banks'.	As per RFP
42	55	Appendix-C (Sl. No. 24)	Regular mandates and adhoc advisories from Payment schemes/RBI/any other regulatory body, as and when released shall also be applied	While we agree to comply with all guidelines issued Gov. existing as on date of submission of bid, as future regulatory requirements cannot before seen by the bidder and it is not possible to assess the same at this point, any applicable regulatory or statutory or payment schemes requirements for the solution shall be taken under the change management process to be agreed between the parties. Request to modify the clause accordingly.	As per RFP
43	57	Appendix-C Technical & Functional Specifications, Clause 9	Solution should have concept of single CIF for one customer irrespective of card type	CIF is usually maintained by the centralized CRM application available with the Banks. Can you please elaborate if the bank is expecting to maintain CIF generated by the Bank's Application.	As per RFP

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44	57	Appendix-C Technical & Functional Specifications, Clause 10	In built Preventive Risk Management module having AI/ML features to be incorporated in solution which should have feature like velocity check, merchant blocking, country code blocking or any other parameter which is available in database or in transaction message log.	For AI/ML based rules usually FRM solution is utilized. However, Bidder solution has a rule based engine which can configure parameters for velocity check, merchant blocking, country code blocking. Kindly elaborate the usecase for AI/ML feature.	As per RFP
45	57	Appendix-C Technical & Functional Specifications, Clause 12	Capacity to handle 2000 Transaction per second per instance Debit as well top-up , service area creation as well as offline transactions) however the same should be scalable as per requirements.	The bidder request the Bank to kindly modify the clause as "Capacity to handle <b>1000 Transaction per second per instance</b> Debit as well top-up , service area creation as well as offline transactions) however the same should be scalable as per requirements."	As per RFP
46	57	Appendix-C Technical & Functional Specifications, Clause 13	Capacity of card generation i.e 10 lacs in bulk in a day and 2 lakhs at a time.	Kindly share the Current volumes and Card generation capacity processed by the bank.	As per RFP

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47	59	Appendix-C Technical & Functional Specifications, Clause 20	<p>Preparation and maintenance of end- user documents including but not limited to user manuals. The manuals and documents shall be in English and in soft and/or hard copy and equal to the number of the deliverables. Some of the user manuals are:</p> <p>Operations Manual providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions).</p> <p>Maintenance Manuals</p> <p>Applications and Web Portal</p> <p>Training Manual and others (if any) as per acceptable standards</p> <p>Systems Manual Detailing the data structure, table, forms and report structures.</p> <p>Transaction processing validation and monitoring</p> <p>Performance testing report certified from Gol organization like CDAC</p> <p>Load testing report certified from Gol organization like CDAC</p>	<p>Request the bank to replace below clause:</p> <p>"Performance testing report certified from Gol organization like CDAC</p> <p>Load testing report certified from Gol organization like CDAC"</p> <p><b>to be replace with</b></p> <p><b>"Performance testing report certified from third party such as BSI</b></p> <p><b>Load testing report certified from third party such as BSI"</b></p>	As per RFP

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48	60	Appendix-C Technical & Functional Specifications, Clause 34	Mobile application for customers for balance check, topup/reload etc.	Kindly clarify if APIs needs to be provided to integrate with Bank's existing Mobile Application (Yono) or else a dedicated Mobile Application for CMS needs to be provided by the Bidder.	As per RFP
49	60	Appendix-C Technical & Functional Specifications: Sr. No. 24	Regular mandates and adhoc advisories from Payment schemes/RBI/any other regulatory body, as and when released shall also be applied.	While we agree to comply with all applicable laws, regulations, guidelines, advisories, circulars, notifications issued by regulators like RBI and/or State Governments or Central Government, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future guidelines issued from time to time by Regulators, State Governments or Central Government, Payment System Operators like NPCI/Card Networks/Schemes etc. and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change or enactment of applicable new law, regulations, guidelines, directives, orders, circulars, notifications from regulators, statutory authorities, state or central government or Payments System Operators, Card Networks shall be done at a cost, if having a direct or indirect cost implication, mutually agreed between the	As per RFP

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				parties via Change Request and these clauses should be amended accordingly.	
50	60	36	Host Card Emulation	Please let us know Host Card Emulation functionality and scope under this context?	As per RFP



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51	60	31	Offline Balance(Wallet) Management for Debit issued under NCMC initiative as per instructions of Government of India. Wallet balance to be maintained in Prepaid Banking solution application(Prepaid Issuer host) without any dependency on Core Banking Solution.	Does the Bank referring to the Prepaid wallets balances attached to the Debit Card? Please elaborate the concept of this line.	As per RFP
52	60	35	Shall support virtual card and tokenization	The scope for tokenization shall be restricted only to interface with the Card Schemes. The tokens shall be issued & managed with the Card Schemes. Kindly confirm our understanding.	As per RFP
53	60	32	Migration from Closed loop to Open loop cards	Is it possible at this stage to provide number of cards that requires to be migrated from close loop to Open loop?	Depends on upcoming projects
54	61	Appendix-C Technical & Functional Specifications, Clause 36	Host Card Emulation support	Kindly elaborate the business usecase for the same. What are the HCE integration expected as part of implementtaion Samsung Pay, Apple Pay etc.	As per RFP
55	61	Appendix-C Technical & Functional Specifications, Clause 42	GREEN PIN generation through application and its support to Bank's other channels	Does the bank have the OTP generation and verification services available with them currently.	Bank has SMS/Email gateway services, PIN generation and verification will be done in Bidder's application

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
56	61	Appendix-C Technical & Functional Specifications, Clause 49	Add On card feature	Kindly elaborate the business usecase for the same.	In case user wants to have additional card of same product type linked to a single CIF
57	61	Appendix-C Technical & Functional Specifications, Clause 47	Dynamic KYC (Min KYC card can be converted to Full KYC and vice versa after issuance of card)	Kindly clarify if the KYC system will be managed by SBI. CMS application to only maintain KYC flags which can be updated via APIs.	As per RFP
58	61	Appendix-C Technical & Functional Specifications, Clause 44	Automated Card Blacklist Management by sharing data with Acquirer and AFC	Kindly share the details of how is the Bank trying to achieve the automation for sharing the information card blacklisting with AFC and Acquirer mentioned in the clause. Please share details of the existing setup and its working.	In accordance to NCMC guidelines and as per RFP which is explicit
59	61	38	Settlement, clearing and reconciliation	Request Bank to please confirm If this is an Mandatory requirement or not, because in mandatory column its mentioned as 'N'	As per RFP
60	61	46	Card and PIN mailer Tracking System	If bank wants to provide physical PIN mailer, does the first transaction should be forced for PIN Change ?	As per RFP
61	62	Appendix-C Technical & Functional Specifications, Clause 50	Card can be used through different form factors like wearable devices etc	Is the CMS application provided by the Bidder expected to integrate with such wearable devices via APIs. Kindly elaborate.	CMS application shall provide or consume API's etc to integrate with wearable devices

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
62	62	Appendix-C Technical & Functional Specifications, Clause 51	Processing of e-mandate on cards for recurring transactions (merchant payments) with Additional Factor Authentication during e-mandate registration, modification and revocation, as also for the first transaction, and simple / automatic subsequent successive transactions	Kindly elaborate the business usecase for the RFP clause and what is the interfacing required from the CMS application. Please elaborate on the Additional Factor Authentication requirement.	This feature is required in respect to recurring payments wherein transaction can be authorised using additional form factor like OTP
63	62	Appendix-C Technical & Functional Specifications, Clause 53	The Web/Mobile application should implement additional levels of authentication such as adaptive authentication like dynamic virtual keyboard, two factor authentication, strong CAPTCHA (preferably with anti-bot features) with server-side validation, etc.	Kindly clarify if APIs needs to be provided to integrate with Bank's existing Web/Mobile Application or else a dedicated Web and Mobile Application for CMS needs to be provided by the Bidder.	As per RFP
64	62	Appendix-C Technical & Functional Specifications, Clause 58	Profile Update through Customer portal, Branch portal, agency portal etc	The Bidder will provide the APIs which can be integrated with the Bank's existing portals. Kindly clarify.	As per RFP
65	62	Appendix-C Technical & Functional Specifications, Clause 50	Card can be used through different form factors like wearable devices etc	Request further details/more elaboration on the business use-case of the RFP clause.	CMS application shall provide or consume API's etc to integrate with wearable devices

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
66	62	Appendix-C Technical & Functional Specifications, Clause 51	Processing of e-mandate on cards for recurring transactions (merchant payments) with Additional Factor Authentication during e-mandate registration, modification and revocation, as also for the first transaction, and simple / automatic subsequent successive transactions	Kindly confirm what are the different types of interfaces Bank is looking for Integration. Please share details of the existing setup and its working.	As per RFP
67	62	52	System should maintain and drive the foreign travel cards	We understand , requirement Is for multicurrency Prepaid cards, Request bank to please confirm the number of currencies involved.	Requirement is for multi currency wherein currency may be decided by Bank as per requirement
68	62	50	Card can be used through different form factors like wearable devices etc.	Need more clarification on this. Pl elaborate.	As per RFP
69	62	52	System should maintain and drive the foreign travel cards.	What are the different currencies that you would like us to support for issuance of foreign travel card?	Requirement is for multi currency wherein currency may be decided by Bank as per requirement
70	62	57	Generation/Resetting of Green PIN	Is the bank planning to use both physical as well as Green PIN for customer?	As per RFP
71	63	Appendix-C Technical & Functional Specifications, Clause 63	Online KYC activation through Aadhaar, eKYC or PAN validation from NSDL services	Kindly clarify if the KYC system will be managed by SBI. CMS application to only maintain KYC flags which can be updated via APIs.	KYC for Prepaid cards issued to Customers as well non Customers will be maintained and managed in Bidder's application

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
72	63	Appendix-C Technical & Functional Specifications, Clause 65	Offsite Card Issuance application through Business Correspondents Channel, third party agencies etc	Kindly elaborate the business usecase for the same. The Bidder will provide the APIs which can be integrated with the BC/Agents portals. Kindly clarify.	As per RFP
73	64	Appendix-C Technical & Functional Specifications, Clause 76	Interfacing and end to end integration with Modules of Government applications with respect to Smart City, Transit, Public Transport Operators application/system	Kindly elaborate the business usecase and details of the Government Applications.	As per RFP
74	64	Appendix-C Technical & Functional Specifications, Clause 77	Interface with multiple card vendors	Is the Bank refereing to Card Printing Vendors and how many vendors does the Bidder needs to interface with?	As per RFP
75	64	Appendix-C Technical & Functional Specifications, Clause 79	Integration with Bank Integrated Payment HUB, HRMS and Data warehouse, Mercury FX.	Kindly elaborate the business usecase for Payment HUB & HRMS	As per RFP
76	64	Appendix-C Technical & Functional Specifications, Clause 76	Interfacing and end to end integration with Modules of Government applications with respect to Smart City, Transit, Public Transport Operators application/system	Please share the details of the current functionalities which are being catered through the integrations with Smart city, PTO etc. by the existing solution.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
77	64	74	Interfacing with Bank's treasury for fetching currency rates- Capability for Foreign travel card(single and multi-currency) lifecycle management covering top up, transaction processing and refund	Request bank to confirm on the following for reconciliation purpose; 1. How is the GLs and Pool accounts managed for Visa and Master card including the GL used for loading/reloading 2. Brief on how recon is expected for GLs and Pool account. 3. Can funds movement from one currency to another currency wallet possible, if so, how is the GL impacted. 4. Is load/reload recon part of the requirement 5. YOY number of transactions expected for 3 or 5 years. This will help us arrive the HW SW specification.	As per RFP
78	64	76	Interfacing and end to end integration with Modules of Government applications with respect to Smart City, Transit, Public Transport Operators application/system	Please let us how many such interfaces will be required?	Solution should have card related API's which can be integrated with n number of govt applications
79	64	77	Interface with multiple card vendors	Is it possible to limit max.number of card vendors at this stage?	No
80	65	Appendix-C Technical & Functional Specifications, Clause 82	Built-in Multi-wallet functionality (1 Card multiple wallets e.g., multicurrency card and loyalty points cards) with partial hunting	Kindly elaborate the business usecase and elaborate the term "Partial Hunting"	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
81	65	Appendix-C Technical & Functional Specifications: Sr. No. 85	Implementation of new regulatory guidelines without any additional cost to Bank	While we agree to comply with all applicable laws, regulations, guidelines, advisories, circulars, notifications issued by regulators like RBI and/or State Governments or Central Government, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future guidelines issued from time to time by Regulators, State Governments or Central Government, Payment System Operators like NPCI/Card Networks/Schemes etc. and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change or enactment of applicable new law, regulations, guidelines, directives, orders, circulars, notifications from regulators, statutory authorities, state or central government or Payments System Operators, Card Networks shall be done at a cost, if having a direct or indirect cost implication, mutually agreed between the parties via Change Request and these clauses should be amended accordingly.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
82	65	Appendix-C (Sl. No. 85)	Implementation of new regulatory guidelines without any additional cost to Bank	While we agree to comply with all guidelines issued Gov. existing as on date of submission of bid, as future regulatory requirements cannot be foreseen by the bidder and it is not possible to assess the same at this point, any applicable regulatory or statutory or payment schemes requirements for the solution shall be taken under the change management process to be agreed between the parties. Request to modify the clause accordingly.	As per RFP
83	65	82	Built-in Multi-wallet functionality (1 Card multiple wallets e.g., multicurrency card and loyalty points cards) with partial hunting	Please acknowledge our understanding that Loyalty point calculation is outside the scope of this multi-wallet functionality.	As per RFP
84	66	Appendix-C Technical & Functional Specifications, Clause 89	Issuer Web application/ Customer portal/ Mobile application or any other application provided by Bidder should include customizable functionality to take complaints and resolve the same.	Please elaborate the business use-case for the RFP clause. Is the Bank expecting the Bidder to provide the Complaint Management Module to comply with the RFP ask.	As per RFP
85	66	88	The base licensed solution will cater to any new (functionality as well as customization) development including micro service. These changes will be treated as Change request. <b>Any new functionality and customization on the base product shall be provisioned</b>	Please elaborate and clear the highlighted sentence.	As per RFP



Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
			<b>without any additional license implications to Bank.</b>		
86	68	Appendix-C Technical & Functional Specifications, Clause 109	The EMV cum transit application shall also personalize transit parameters like passes, routes. For any mode of transportation like Metro, Buses, Ferries.	Request the Bank to clarify for the mentioned RFP clause, the expectation from the bidder from the issuance perspective.	As per RFP
87	70	Appendix-C Technical & Functional Specifications, Clause 119	As per the business need, the solution shall be able to work either on a single wallet (online and offline wallet same) or dual wallet (Separate online and offline wallets) and enables use of offline balance outside transit eco-system as well.	Kindly elaborate the usecase for the single wallet (online and offline wallet same) or dual wallet (Separate online and offline wallets)	As per RFP
88	71	Appendix-C Technical & Functional Specifications, Clause 134	134. Integration with Bank's Single Sign ON, Active Directory, and other security and audit related application/systems.	Please provide details for security and audit related application/systems to ensure compatibility.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
89	71	130	The solution shall be able to perform clearing and settlement with different merchants performing topups on the open loop EMV transit card and Magstripe(non EMV) for the Issuer	Does system expected to perform merchant recon and settlement to merchants ?	As per RFP
90	72	Appendix-C Technical & Functional Specifications, Clause 143	Solution should comply to forensic readiness.	Kindly elaborate the usecase for forensic readiness.	As per RFP
91	73	Appendix-C Technical & Functional Specifications, Clause 150	MIS application should be available over Web and various mobile platforms namely Windows, iOS, Android.	Kindly clarify if Data needs to be provided to integrate with Bank's existing MIS Application or else a dedicated MIS Application (Web & Mobile) needs to be provided by the Bidder.	As per RFP
92	75	Appendix-C Technical & Functional Specifications, Clause 162	Bidder is required to have simulator for simulation offline and online transactions along with dummy acquiring to showcase end to end transaction processing.	IS the Bidder required to provide the simulation environment to showcase end to end transaction processing or else Bank's existing simulator will be used?	As per RFP
93	76	Appendix-C Technical & Functional Specifications, Clause 165	Bidder will be responsible to resolve the complaints within the stipulated timeframes as per the regulatory bodies or schemes to avoid penalties on Bank due to customer complaints.	The Bidder will ensure the technical support for the Customer Complaint (raising and communicating it to the Bank). However, Bank to ensure that the customer complaint is resolved in time. Kindly clarify the expectations for the RFP clause.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
94	76	Appendix-C Technical & Functional Specifications: Sr. No. 165	Bidder will be responsible to resolve the complaints within the stipulated timeframes as per the regulatory bodies or schemes to avoid penalties on Bank due to customer complaints.	Dispute Resolution, Complaints handling./management should be out of scope for the Bidder hence request the Bank to delete these clauses.	As per RFP
95	77	Appendix-C Technical & Functional Specifications: Sr. No. 177	Bidder shall adhere to all the requirements of card networks / UPI including membership type and criteria, merchant on-boarding, adherence to various standards, rules and regulations applicable to the specific payment system such as technical requirements, certifications and audit requirements, governance, etc	While we agree to comply with all applicable laws, regulations, guidelines, advisories, circulars, notifications issued by regulators like RBI and/or State Governments or Central Government, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future guidelines issued from time to time by Regulators, State Governments or Central Government, Payment System Operators like NPCI/Card Networks/Schemes etc. and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change or enactment of applicable new law, regulations, guidelines, directives, orders, circulars, notifications from regulators, statutory authorities, state or central government or Payments System Operators, Card Networks shall be done at a cost, if having a direct or indirect cost	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
				implication, mutually agreed between the parties via Change Request and these clauses should be amended accordingly.	

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
96	77	Appendix-C Technical & Functional Specifications: Sr. No. 178	Bidder is responsible for data and application privacy and confidentiality as per Bank standards	Bidder follows its internal IS policies, standards ad guidelines. Hence request Bank to modify the clauses. Alternately modify this clause to 'Bank to share with Bidder its IS policy for Bidder to do gap analysis with Bidders own internal IS policy. Gaps identified should be mutually discussed and addressed by Change Request process.	As per RFP
97	79	Appendix-C Technical & Functional Specifications, Clause 192	Bidder to ascertain that solution is in compliance to GDPR regulations.	GDPR is specific for European countries, kindly clarify the expectation of the RFP Clause	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
98	79	Appendix-C Technical & Functional Specifications: Sr. No. 190	The Bidder shall have obligation to comply with Bank's IS Policy. Will implement all the recommendations / close all the vulnerabilities reported in the various information security reviews, IS Audit, UAT etc conducted by the Bank, Bank appointed third party professionals, Regulators during the contract period without any additional cost to the Bank	While we agree to comply with all applicable laws, regulations, guidelines, advisories, circulars, notifications issued by regulators like RBI and/or State Governments or Central Government, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future guidelines issued from time to time by Regulators, State Governments or Central Government, Payment System Operators like NPCI/Card Networks/Schemes etc. and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change or enactment of applicable new law, regulations, guidelines, directives, orders, circulars, notifications from regulators, statutory authorities, state or central government or Payments System Operators, Card Networks shall be done at a cost, if having a direct or indirect cost implication, mutually agreed between the parties via Change Request and these clauses should be amended accordingly.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
99	79	Appendix-C (Sl. No. 190)	The Bidder shall have obligation to comply with Bank's IS Policy. Will implement all the recommendations / close all the vulnerabilities reported in the various information security reviews, IS Audit, UAT etc conducted by the Bank, Bank appointed third party professionals, Regulators during the contract period without any additional cost to the Bank.	For work performed on our own premises while developing the solution, Bidder follows its own security policies, which provide for high security levels based on prevailing industry practice. Bidder has hundreds of clients and cannot agree to abide by multiple sets of security requirements. It would be impossible for our staff to follow potentially conflicting security policies at the same time. Further, such implementations of recommendations can be provided only up till UAT sign off, for the solution, without additional cost.	As per RFP
100	80	Appendix-C Technical & Functional Specifications, Clause 201	The application will be hosted at our Bank's internal cloud (Meghdoot) but the application/system should be scalable vertically and horizontally.	Is the Bank expecting the Bidder to deploy the Application in Virtualised environment over the cloud.	As per RFP
101	80	Appendix-C Technical & Functional Specifications, Clause 204	System availability of 99.99% with active-active state at PR and DR.	Request the Bank to clarify that the requirement for system availability is for Active-active setup within the site.	As per RFP
102	82	Appendix C1	Evaluation Matrix	Since the RFP is for Prepaid solution platform, request bank to consider the experience limited to prepaid card implementation only.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
103	85	Section C - Technical and Functional Compliance	Evaluation of Technical and Functional Compliance	1. Numbering is incorrect for few items 2. Total score is not adding up to 3000. Bank to clarify us how the total scoring is arrived.	Separate Corrigendum will be published for this point
104	86	Technical and Functional Compliance pt.4	The solution shall be able to configure transit and EMV related parameters on the system for transit and EMV related processing for different schemes like Rupay, VISA and MasterCard etc.	Does it mean that it should able to configure NCMC Rupay and ABT program from VISA and Mastercard	As per RFP
105	86	Technical and Functional Compliance pt.6	The product definition shall have parameter-based controls? to support account or card-based open loop transit/smart city EMV and non EMV solution?	Since the transit projects comes with both card and account system, we would request the bank to place both these criterias as must. Implementation requires special technical expertise	As per RFP
106	87	Technical and Functional Compliance pt.8	In built Preventive Risk Management module having AI/ML features to be incorporated in solution which should have feature like velocity check, merchant blocking, country code blocking or any other parameter which is available in database or in transaction message log.?	Can we use other methods to do velocity checks, merchant blocking etc.	As per RFP



Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
107	87	Technical and Functional Compliance. pt.9	Software Design Document (SDD) consisting of the following: Online web application(Customer portal/TOM System Requirements Specifications Document application etc.) and internal portal functionality requirements Database design Overall Application Architecture with all interface details	Please incorporate System's capability of integrating with non PCI devices and handling transactions and security feature. This would be an added advantage considering there will be multiple integrations which may not have PCI compliance	As per RFP
108	89	Technical and Functional Compliance pt.15	Solution should be capable and certified for processing tokenized transactions from all schemes and sources	Since all the schemes have come up with tokenised product. We would request you to include the capability for all schemes and certification for at least 1 in order to bring out the actual technical capabilities	As per RFP
109	89	Technical and Functional Compliance pt.16	Bidder has experience in NCMC Prepaid Card Issuance Process	Now since specifications are out for all 3 payment schemes, request you to please make it more clear. Capability for all 3 and certification for at least 1 is requested	As per RFP
110	89	Technical and Functional Compliance pt.17	Bidder already has Interfaces to other Systems including acquiring system and AFC system for some project	Request you to please accept Experience certificate for the same and modify the markings accordingly. It would bring about actual implementations in	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
				purview	
111	89	Technical and Functional Compliance pt.18	Bidder already has Interfacing with transit/smart City projects for parking, tax collection, toll collection etc	please include other use cases like swimming pool and library to cover vast area of NCMC implementation	As per RFP
112	89	Technical and Functional Compliance pt.19	Bidder application has Offline Balance(Wallet) Management for Debit issued under NCMC initiative as per instructions of Government of India and Wallet balance to be maintained in Prepaid application(Prepaid Issuer host) without any dependency on Core Banking solution	Since it is a very technical integration, we advise if Bidder should have a plug-in kind of module to be integrated with existing system so as to avoid any dependency of CBS of the bank	As per RFP
113	89	Technical and Functional Compliance pt.21	Bidder is capable of Personalized/Non-Personalized Card Issuance(Single and Bulk) portal from/at Branches and at Client/Operator locations or Bank's third party outlets like Business correspondents etc.	in place of capable please include experience	As per RFP
114	90	Technical and Functional Compliance pt.24	Bidder application supports Host Card Emulation	Request you to. Please include experience and not just capability	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
115	92	Technical and Functional Compliance pt.52	Offsite Card Issuance application through Business Correspondents party agencies etc	Is top up also include d in BC network/offsite issuance	Refer RFP Page no 116 Point No 13
116	93	55	Interface and end to end integration with other third-party service providers like Bill Desk, PAYU for Ecommerce transaction authentication etc.	Request bank to confirm if Billdesk based transaction reconciliation (including data from Billdesk system) is part of the requirement	As per RFP
117	93	Technical and Functional Compliance pt.54	Integration with UIDAAI, NSDL(for PAN validation) through services exposed by the interfaces or through exposing the services within solution	Does it mean that it should be capable to intergate with 3rd party which can eventually get integrate to UIDAAI and NSDL etc.	As per RFP
118	93	Technical and Functional Compliance pt.59	Built-in Multi-wallet functionality (1 Card multiple wallets e.g., multicurrency card and loyalty points cards) with partial hunting	Please advise if system capability can be accepted	As per RFP
119	95	Section C - Technical and Functional Compliance. Point 66.	The EMV cum transit application also is capable to personalize transit parameters like passes, routes. for any mode of transportation like Metro, Buses, Ferries	We believe that the Issuer host application has no role to play and it's purely perso vendor role in maintaining or provisioning the same in chip during personalization. Request bank to confirm on this.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
120	95	Technical and Functional Compliance pt.66	"The EMV cum transit application also is capable to personalize transit parameters like passes, routes. for any mode of transportation like Metro, Buses, Ferries."	Since it is a complicated architecture in bus, Metro and smart city respectively. We request you to please include experience under all 3 as scope changes and so is the expertise	As per RFP
121	96	Technical and Functional Compliance pt.73	"The solution shall be able to work either on a single wallet (online and offline wallet same) or dual wallet (Separate online and offline wallets) and enables use of offline balance outside transit eco-system as well."	We recommend to include retail environment as well since offline transactions in retails have different features	As per RFP
122	106	Sr no 3 : Preparation of Technical and End-User Documents	Bidder is expected to prepare technical documents including but not limited to: 3. Database Design	Since this Bid is "SOFTWARE SOLUTION/ SERVICE ON LICENSED MODEL", hence as per Industry Benchmark practice, Details of System Solution Design or Database Design, should be out of Scope. <b>Please clarify</b>	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
123	107	Appendix-E Scope of Work and Payment Schedule Sl.No. 4	Regular mandates and adhoc advisories from Payment schemes/RBI/any other regulatory/statutory body, as and when released shall also be applied at no additional cost to Bank.	While we agree to comply with all applicable laws, regulations, guidelines, advisories, circulars, notifications issued by regulators like RBI and/or State Governments or Central Government, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future guidelines issued from time to time by Regulators, State Governments or Central Government, Payment System Operators like NPCI/Card Networks/Schemes etc. and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change or enactment of applicable new law, regulations, guidelines, directives, orders, circulars, notifications from regulators, statutory authorities, state or central government or Payments System Operators, Card Networks shall be done at a cost, if having a direct or indirect cost implication, mutually agreed between the parties via Change Request and these clauses should be amended accordingly.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
124	107	Appendix-E (Sl. NO. 4)	Regular mandates and adhoc advisories from Payment schemes/RBI/any other regulatory/statutory body, as and when released shall also be applied at no additional cost to Bank.	While we agree to comply with all guidelines issued Gov. existing as on date of submission of bid, as future regulatory requirements cannot before seen by the bidder and it is not possible to assess the same at this point, any applicable regulatory or statutory or payment schemes requirements for the solution shall be taken under the change management process to be agreed between the parties. Request to modify the clause accordingly.	As per RFP
125	107	4	However for future projects Bidder shall get certified from other schemes (VISA/Mastercard/AMEX) for dual interface/Co-branded/National Common Mobility Card issuance.	Apart from Visa, MasterCard, Rupay and Amex, it is not very clear what are the other card schemes that the bank is looking for developing interface in future? Visa/Mastercatd is repeated here.	As per RFP
126	107	Sr no 10 : Preparation of Technical and End-User Documents	10. During customization of application, all technical documents and presentations should be submitted before initiation of development.	Our understanding is that : Bidder to provide adequate & sufficient Technical documents for the SBI defined customisation parts only, for understanding. <b>Please confirm / clarify</b>	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
127	108	6	Application software capabilities	1. Is reconciliation for loading / reloading(card topup) amount in customer card part of scope? 2. If yes, what are all the entities available for doing the recon. 3. Is GL Tally / Pool account tally expected for load (card topup) 4. If yes, How are the GLs or Pool accounts likely to be managed for the card topup purpose. 5. Is GL Tally / Pool account tally expected for spent trasaction 6. If yes, How are the GLs or Pool accounts likely to be managed for this purpose. 7. Request bank to share the YOY projection on transaction volume (for both load and spent) for contract period. 8. Request bank to confirm if we can assume this to be limited only to Rupay scheme.	As per RFP
128	108	6	Application software capabilities	Is Dispute management and chargeback part of the requirement ?	As per RFP
129	108	6	Application software capabilities	1. Is GL Tally / Pool account tally expected for spent transaction 2. If yes, How are the GLs or Pool accounts likely to be managed for this purpose.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
130	110	Appendix-E Scope of Work and Payment Schedule Sl.No. 6	8. Any other feature as desired by Bank and as per regulatory guidelines	While we agree to comply with all applicable laws, regulations, guidelines, advisories, circulars, notifications issued by regulators like RBI and/or State Governments or Central Government, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future guidelines issued from time to time by Regulators, State Governments or Central Government, Payment System Operators like NPCI/Card Networks/Schemes etc. and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change or enactment of applicable new law, regulations, guidelines, directives, orders, circulars, notifications from regulators, statutory authorities, state or central government or Payments System Operators, Card Networks shall be done at a cost, if having a direct or indirect cost implication, mutually agreed between the parties via Change Request and these clauses should be amended accordingly.	As per RFP



Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
131	110	Appendix-E (Sl. NO. 6)	Any other feature as desired by Bank and as per regulatory guidelines	While we agree to comply with all guidelines issued Gov. existing as on date of submission of bid and bank' requirement as contained in this RFP or its Corrigenda (if any), any future regulatory requirement or bank' requirement shall be taken under the change management process to be agreed between the parties. Request to modify the clause accordingly.	As per RFP
132	110	6. Application software capabilities	vi. Interfacing and end to end integration as below:-	This section details about various interfaces/ integration with external systems. We r considering that the connectviities with those external entities (for Issuance & Acquiring side) will be taken care by SBI Bank. Please confirm	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
133	112	Appendix-E Scope of Work and Payment Schedule Sl.No. 6	xi. Implementation of new regulatory guidelines without any additional cost to Bank	While we agree to comply with all applicable laws, regulations, guidelines, advisories, circulars, notifications issued by regulators like RBI and/or State Governments or Central Government, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future guidelines issued from time to time by Regulators, State Governments or Central Government, Payment System Operators like NPCI/Card Networks/Schemes etc. and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change or enactment of applicable new law, regulations, guidelines, directives, orders, circulars, notifications from regulators, statutory authorities, state or central government or Payments System Operators, Card Networks shall be done at a cost, if having a direct or indirect cost implication, mutually agreed between the parties via Change Request and these clauses should be amended accordingly.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
134	112	Appendix-E (Sl. NO. 6)	Implementation of new regulatory guidelines without any additional cost to Bank	While we agree to comply with all guidelines issued Gov. existing as on date of submission of bid, as future regulatory requirements cannot be foreseen by the bidder and it is not possible to assess the same at this point, any applicable regulatory or statutory or payment schemes requirements for the solution shall be taken under the change management process to be agreed between the parties. Request to modify the clause accordingly.	As per RFP
135	117	ANNEXURE-J	Penalties - General	Request bank to limit over all penalty to 10% of the contract value	As per RFP
136	118	15 Security Management	g. Solution should comply to Bank's IS & IT policy	Please provide the Security policies, procedure and guidelines that Bidder need to comply with.	As per RFP
137	118	15 Security Management	h. Solution shall be integrated with Bank's Privilege Identity Management system, Database Access Monitoring system, Oracle Enterprise Management, IT Service Manager and any other monitoring system of Bank.	Kindly provide vendor details for ensuring compatibility. Bidder will be responsible to provide required support for integration whereas Bank/ Bank existing IT vendor will own the responsibility for doing the integration.	As per RFP
138	118	15 Security Management	j. Solution should comply to comply to forensic readiness.	Request bank to kindly elaborate on the requirement.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
139	121	Appendix-E Scope of Work and Payment Schedule Sl.No. 19	Bidder will be responsible to resolve the complaints within the stipulated timeframes as per the regulatory bodies or schemes to avoid penalties on Bank due to customer complaints.	Dispute Resolution, Complaints handling./management should be out of scope for the Bidder hence request the Bank to delete these clauses.	As per RFP
140	122	Appendix-E Scope of Work and Payment Schedule Sl.No. 20: Regulatory / Compliance and Compliance with Bank's IS Security policy	c) Bidder shall adhere to all the requirements of card networks / UPI including membership type and criteria, merchant onboarding, adherence to various standards, rules and regulations applicable to the specific payment system such as technical requirements, certifications and audit requirements, governance, etc	While we agree to comply with all applicable laws, regulations, guidelines, advisories, circulars, notifications issued by regulators like RBI and/or State Governments or Central Government, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future guidelines issued from time to time by Regulators, State Governments or Central Government, Payment System Operators like NPCI/Card Networks/Schemes etc. and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change or enactment of applicable new law, regulations, guidelines, directives, orders, circulars, notifications from regulators, statutory authorities, state or central government or Payments System Operators, Card Networks shall be done at a cost, if having a direct or indirect cost	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
				implication, mutually agreed between the parties via Change Request and these clauses should be amended accordingly.	

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
141	122	Appendix-E (Sl. NO. 20)	Regulatory / Compliance and Compliance with Bank's IS Security policy	<p>While we agree to comply with all guidelines issued Gov. existing as on date of submission of bid, as future regulatory requirements cannot before seen by the bidder and it is not possible to assess the same at this point, any applicable regulatory or statutory or payment schemes requirements for the solution shall be taken under the change management process to be agreed between the parties.</p> <p>For work performed on our own premises while developing the solution, Bidder follows its own security policies, which provide for high security levels based on prevailing industry practice. Bidder has hundreds of clients and cannot agree to abide by multiple sets of security requirements. It would be impossible for our staff to follow potentially conflicting security policies at the same time. Further, such implementations of recommendations can be provided only up till UAT sign off, for the solution, without additional cost.</p> <p>Request to modify the clause accordingly.</p>	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
142	123	Regulatory / Compliance and Compliance with Bank's IS Security policy	n) Should provide source code review reports as and when required by Bank.	<p>Bidder applications are developed using secure practices and complies with the Payment Application Data Security Standard (PA-DSS) requirements. These applications have undergone assessment from Payment Application Qualified Security Assessor (PA-QSA) in accordance with the Security Assessment Procedures and the PA-QSA Validation Requirements. Source Code review reports are confidential to Bidder as it is IP of the Bidder or their concerned licensors and cannot be shared.</p> <p>If Bank insists, then the parties shall discuss and agree upon a mutually beneficial means to do the same.</p>	As per RFP
143	124	Appendix-E Scope of Work and Payment Schedule Sl.No. 20: Regulatory / Compliance and Compliance with Bank's IS Security policy	p) The Bidder shall have obligation to comply with Bank's IS Policy. Will implement all the recommendations / close all the vulnerabilities reported in the various information security reviews, IS Audit, UAT etc conducted by the Bank, Bank appointed third party professionals, Regulators during the contract period without any additional cost to the Bank	Bidder follows its internal IS policies, standards and guidelines. Hence request Bank to modify the clauses. Alternately modify this clause to 'Bank to share with Bidder its IS policy for Bidder to do gap analysis with Bidder's own internal IS policy. Gaps identified should be mutually discussed and addressed by Change Request process.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
144	127	Annexure E.1	Bidder is required to provide the responses for each line item	<p>This section has a list of items where confirmation/ compliance is requested. Please inform - What is the System or Infra Environment of the Bidder, these are related to - Dev / Test / UAT ?? Since the bid is related to - Solution on License and In-House Hosted model, would like to understand that specific environment to be checked for all compliances. There are points that are applicable for 3rd Party hosted solutions , while the bid is related to SBI Inhouse hosted system .. Hence, we guess not applicable to Bidder.</p> <p><b>Please revert with details on these pts</b></p>	As per RFP
145	131	PAYMENT SCHEDULE	License Cost(Prepaid Solution)++ - 100% on go live	<p>Request Bank to amend this clause as follows:</p> <p>"1. 50% on signing of contract 2. 30% on UAT sign-off but not later than 30 days from UAT delivery 3. 20% on go-live but not later than 30 days from UAT sign-off"</p>	As per RFP
146	131	PAYMENT SCHEDULE	Migration cost (each varint) - General	Request Bank to provide details of existing card volumes that needs to be migrated to the new system.	As per RFP
147	131	PAYMENT SCHEDULE	Operations and Management Cost - Paid on quarterly basis in arrears	Request bank to pay the invoices on monthly as bidder will incur the cost on monthly basis	As per RFP



Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
148	131	PAYMENT SCHEDULE Sr. No. 1 (all line items)	License Cost of all products	Request Bank to change the payment terms as below :  80% on delivery of Product License and balance 20% on go-live	As per RFP
149	133	Sr. No. 14	Annual Maintenance Cost (AMC) per year	Request Bank to consider AMC payment quarterly	As per RFP
150	137	Appendix-F	General	Request bank to provide separate line item to quote onetime cost for License implementation.	As per RFP
151	137	Appendix-F	Operations and Management Cost	we assume the rates to be quoted are for per resource for one shift in a day, rates for other shifts will be agreed with the bank based on the requirement in future, Request bank to confirm	As per RFP
152	138	Appendix -F	Annual Maintenance Cost per year to be considered from 2nd year (This cost should not be more than 20% p.a. of license cost of software)	Please confirm if the Total Cost for 4 years is to be quoted for TCO?	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
153	139	Appendix -F	<p>Operations and Management Cost</p> <p>1. 15 L1 resources (15*per resource cost per year)</p> <p>2. 5 L2 resources (5*per resource cost per year)</p> <p>3. 5 resource for support services at project onsite (5*per resource cost per year)</p> <p>Note: The number of resources mentioned above are notional in nature for the sake of commercial only. The deployment of number will depend on requirement of Bank on actual utilization basis from time to time and payment shall be made accordingly</p>	Please confirm if theTotal cost for 5 Years is to be quoted for TCO ?	As per RFP
154	140	50. TAXES AND DUTIES:	Breakup of Taxes and Duties	We assume that Bank will consider L1 bidder based on the TCO, and TCO will be exclusive of all Taxes.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
155	151	OTHER PENALTIES	Recon delay Delay beyond T + 1 day 10000 per report per day	T+1 reconciliation can only be done if all files/data are available on T+1 beginning of the day, as the scheme files come by evening and data for the mentioned activities is dependent on other sources as well, such modules may go up to T+2. we request Bank to allow a buffer day for reconciliation and the penalty be made applicable only post T+2 days.	As per RFP
156	153		Vendor to generate and upload EMBOSS file on Card vendor's SFTP server within 6 hours from the receipt of file / Input. For delayed/ incorrect records following penalty will be levied.	The data preparation for the chip and physical card printing shall be carried out by the embossing / personalization vendor. Please acknowledge our understanding.	As per RFP
157	161	Appendix-K - Clause 3.4.1	The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees	Please remove the word 'properly' as its subjective. Further, the clause does not contain provision for charging late fees in the event of delayed payments by the Bank. Request to include a right for the Service Provider to charge interest @ 18% p.a for the outstanding amounts.	As per RFP
158	161	Broad scope of work	General	We understand that the bidder is required to provide solution on license model along with support services. Required Hardware, DB, & other software's will be provided by the Bank. Request bank to confirm	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
159	165	Appendix-K - Clause 3.5.7	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 Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.	As bank already has remedy by way of penalties for any non-performance by the Bidder, request to remove the provision for termination under this clause. Termination for breach of material terms and conditions is acceptable with cure period of 30 days to remedy the breach.	As per RFP
160	165	Appendix-K - Clause 5.3	Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered).	Request to modify as follows: Service Provider warrants that at the time of delivery, using a recent version of a reputable virus-checking product (to the extent commercially available): (a) Service Provider will check the Solution, as well as any systems used by Service Provider to deliver the Solution, for any known viruses, bugs or covert channels in the Code; and (b) SBI will check the Specified Configuration for such viruses, bugs or covert channels and ensure no such viruses, bugs or covert channels are introduced by any input by its end users or from its systems into any systems used in the Solution for viruses, bugs or covert channels . The party undertaking such virus-checking will use commercially reasonable efforts to eliminate any such viruses, bugs or covert channels that is discovered.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
161	168	Appendix-K - Clause 5.11	Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Software does not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.	Request to remove this clause. Further the RFP does not contain a detailed clause on the ownership and related provisions of the IPR of the Bidder for the Software Solution, which shall be included during the contracting stage to capture the following: SERVICE PROVIDER (or its licensors) own, and SBI (and its users) do not acquire any right, title or interest in, to or under, any copyright, trademark, trade name, trade secret, patent, database rights or other intellectual property right ("IP Right") in or to any Software Solution provided by the Service Provider under this RFP.. All SERVICE PROVIDER Solution are (i) trade secrets of SERVICE PROVIDER or its licensors, having great commercial value to SERVICE PROVIDER or its licensors, and (ii) owned solely and exclusively by SERVICE PROVIDER or its licensors, regardless of who participated in their creation or the medium of expression. SERVICE PROVIDER may use all of SBI's comments and suggestions for the improvement of any Software Solution without accounting or reservation. SBI shall not provide any such comments or suggestions that are confidential or proprietary to any third party. SBI shall not alter, remove, obscure, tamper, or revise any proprietary, restrictive, trademark or	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
				copyright notice included with, affixed to, displayed in, encoded or recorded in, on or by Software Solution, or fail to preserve all copyright and other proprietary notices in the Software Solution copy provided.. SBI hereby unconditionally and irrevocably assigns, transfers, and conveys to SERVICE PROVIDER all of SBI's right,, title, and interest in and to any Software Solution and all IP Rights therein or thereto. SBI shall take any action reasonably requested by SERVICE PROVIDER in order to perfect SERVICE PROVIDER' ownership of its IP Rights in or to the Software Solution provided under this RFP.	
162	168	Appendix-K - Clause 6	General Indemnities	General indemnities cannot be accepted, considering that the bidder is selling a license and the solution is deployed at Bank' premises, the indemnity which the Bidder can provide is for infringement of intellectual property rights.	As per RFP
163	169	Appendix-K - Clause 7	Contingency Plan	The solution is deployed at bank' premises /cloud and hence data recovery or such contingency plans does not fall under the bidder' remit.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
164	177	Appendix-K Clause 16.3	<p>The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service provider under the following conditions:</p> <p>In the event wherein Service provider files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or</p> <p>(ii) In the event wherein Service provider has declared its expressed/written unwillingness to fulfil his contractual obligations under this Agreement;</p> <p>or</p> <p>(iii) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its</p>	<p>Source Code can be released only in the event ) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it.</p>	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
			business in the normal course; or (iv) Service Provider discontinues business because of insolvency or bankruptcy, and no successor assumes Service Provider's Software maintenance obligations or obligations mentioned in the Agreement; or (v) Service Provider dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or (vi) Any other release condition as specified in source code escrow agreement.		
165	179	Appendix - K Clause 16.4.iii	The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities: If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the	Request to remove this clause.  Either party may terminate the agreement on thirty (30) days advance notice to the other party if: (i) the other party breaches any of its material obligations under the Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail	As per RFP



Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
			Bank or its employees.		
166	188	ANNEXURE-A : 1. Description of Deliverables:	Support Services for Prepaid solution with Open loop transit solution for Primary, DR, Pre-Prod, SIT and UAT for five years.	<p>1) We are assuming that all IT infra and networking /connectivity (for all interfaces) for DC - DR, Pre-Prod, SIT, UAT will be in the scope of SBI Team</p> <p>2) We are assuming that required resources related to - Licensed Application / Solution Functional level life cycle management services, will be only required from Bidder, Since , entire IT infra &amp; network, and DC - DR services will be in-house at SBI , all the maintenance services will be managed by SBI team and no such IT Infra service resources will be required</p> <p><b>Please confirm if our understanding is correct</b></p>	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
167	193	Following are broad guidelines and are illustrative but not exhaustive : a. Solution/Software Management:	1) System Integration Testing to be covered at Service provider centre through simulated interfaces which will be followed by testing in Bank's UAT environment. 2) Integration with banks other systems/channels/any outside interface- API/Server to server/ISO/MQ Basis integration for systems like helpdesk etc and license for backend component(for data gathering) will be procured by bank on request. 3) Resolution of various VA/PT, Audit (IS Audit, Comprehensive Audit etc) Issues as and when raised by bank as per following timelines:	1) & 2) Since Bank's interfaces / connectivity, under this project will be with multiple external services vendor as well as internal services, what is the expectation from the bidder in terms of the Infra/ Networking and Interfaces environment to be maintained at Bidder Infra side - for SIT with multiple interfaces <b>Please elaborate</b> 3) We understand that VA/PT related check points are all related to IT Infra Environment, which are in SBI scope, Are these intended only for the 'Licensed Software Security maintenance pts '?  <b>please elaborate what is your thoughts for the same to be part of the Bidder Services ??</b>	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
168	197	c. Support Activities	<p>* Facilitation of infrastructure migration activities (excluding re-deployment of the application) such as IP change, firewall Access changes and parametric level changes in the system/application without any additional cost to the Bank.</p> <p>* Maintenance of production, Pre prod, SIT, UAT and DR application software environment, necessary for the solution to work strictly as per expectation.</p>	<p>Please elaborate - what is expected from the Bidder.</p> <p>Is the bidder to provide Infra Resources as well to support this activity - IT Infra Environment activity including all IT Infra Audit / Security ? We understand that Core IT Infra , Networking , Infra Sec rules etc will be handled by SBI internal IT team.</p> <p>If So, what is the details of SLA, Work Schedule/ Timing , Nos ??</p> <p><b>Please provide ur expectation from Bidder in details</b></p>	As per RFP
169	197	(g) Support for UAT, SIT & other Testing.	<p>* Maintenance and monitoring of UAT and Preprod environment and supporting the same for testing, SIT, security review and UAT for new functionalities or customizations as per business requirement.</p> <p>* The closure of security review and UAT observations within two days of the observation finding.</p>	Same queries as Above Pt Sr No 7	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
170	197	(h) Support for security and Audit Compliance	Ensure all Audit Compliances notified by regulatory bodies through different Audits viz. Quarterly/monthly VA/PT Audits, IS Audit, Comprehensive Audit etc Support Banks IT team in responding to RBI / IS audit queries within below mentioned timelines as and when reported by the Bank	<b>Please confirm</b> if IT Infra Security Team to be deployed as part of On Site Resources , being asked	As per RFP
171	204	6. 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 document the steps taken to manage the impact of the risks.	Within the scope - Supply of Licensed Software, Life Cycle Management of the Same , and Service management, with entire Infra and related service management being under the scope of SBI, please elaborate - <b>Please elaborate</b> what is the detailed definitions of Risk Management , mentioned here	As per RFP
172	215	Appendix K - Annexure F	Cumulative penalty of all the items is capped to 100% of the contract value.	Request to cap the cumulative penalty of all items limited to 10% of the TCV.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
173	221	9. Transfer of Software	Wherein State Bank of India is the owner of the software, 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver, or otherwise certify in writing that it has delivered, to the Bank a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to : (a) Source Code (with source tree) and associated documentation;.....	As per stanadard industry process, Source Code transfer is not part of any Licensed Contract and has a different commercial implecation.  <b>Please inform in details what is SBI's thought on this ?? Is the bidder to include the Source Code Transfer Cost as well ??</b>	Please refer RFP Page 177 Point 16 for Escrow Agreement
174	227	Appendix L	Non Disclosure Agreement	As per page 23 point no. 19. v. 'The successful Bidder will have to submit Non-disclosure Agreement...'. Please confirm if Appendix L Non Disclosure Agreement is to be submitted at the time of bid submission?	Yes
175	241	6	6. Fall Clause	BIDDER request the Bank to delete this clause.	As per RFP
176	-	NA	General Query	Kindly share the current as well as 5 years projections for Card and Transactions Volumes and TPS details for deriving	Size the hardware at 2000 TPS

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
				hardware requirements and licensing cost.	
177	-	NA	General Query	In Licensed model, it is assumed that the information security solutions will be provided by the Bank as per banks/regulatory/statutory requirements and information security guidelines.	As per RFP
178	-	NA	General Query	Our Understanding is bidder has to adhere to Bank's existing SOP policies and procedures to build up the setup. Any regulatory / PCI DSS audit & certification are out of scope of this RFP.	Refer RFP Page 122 Point no 20
179	-	NA	General Query	Bidder understanding is vulnerability assessment and penetration testing assessment is not in scope of Bidder, kindly confirm.	VA/PT will be conducted by Bank and Bidder will support to close to open observations within stipulated time as defined in SLA. Refer RFP Page 122 Point no 20.f
180	-	NA	General Query	Please share Information Technology Policy / Cyber Security Policy and related Procedure and guidelines of the Bank to comply with.	As per RFP
181	-	NA	General Query	We request the bank to give bidders at least 3 weeks time to prepare and submit the proposals, post responding to prebid queries.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
182	-	-	General	Bank to confirm the number of institution if the requirement is for multi-Institution	Depends on upcoming projects
183	154 to 226	SLA	Service Level Agreement	BIDDER request the Bank to provide a opportunity to negotiate the SLA considerign the specific software product. Hence, the entire SLA has to be mutally agreed between the parties.	As per RFP
184	216-226	Appendix K - Annexure - G	Transition & Knowledge Transfer Plan	The detailed transition and knowledge transfer plan shall be as mutually agreed between the parties, specific to the deliverables. Being a licensed deal, there shall not be any transfer of Software, Licenses or Assets among other requirements as stated under the Annexure - G.	As per RFP
185	29/173	31/Appendix-K Clause 14	Right to Audit	Being an on-premise solution, the need for right to audit the services/solution does not hold good. Note to Sales: Right to audit on a license deal as required needs to be reviewed and approved by Risk. Please confirm acceptance or raise appropriate query.	As per RFP
186	31/183	34.i/Appendix K Clause 20.1	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 to cap the aggregate liability of the Service Provider to last 24 months' fees paid by the Bank to the Service Provider.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
187	32/183	37.iii/ Appendix K Clause 20.3	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.	Request to make this clause mutual as the resources will be deployed at Bank' premises. The responsibility for ensuring safety measures at the premises lies with the Bank. Bank shall indemnify the Service Provider in the event of any accidents or loss of life, caused to the resources deployed at the Bank' premises due to bank' negligence. Bank shall pay all indemnities arising from such incidents and shall not hold Service Provider responsible or obligated.	As per RFP



Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
188	33/171	39.ii/Appendix K - Clause 12.2	Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.	Restriction of use of Open Source or Copy left license or any such arrangement is not practically possible to implement. Generally, many software products contain some open source or may do so in future releases. This allows the use of standard solutions used by many different companies as economic solutions for standard problems. Bidders may use such components while developing its off- the-shelf software solution. Such Embedded Software is licensed under the terms of the third-party license that accompanies or is made available with such Embedded Software. SBI shall not have any rights that supersede, the terms and conditions of any applicable license for such Embedded Software. The Bidder shall be responsible for fixing Defects caused by such Embedded Software to the same extent as Bidder' ongoing maintenance and support obligations as set forth in the Agreement.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
189	34/172	39.iii/Appendix - K Clause 12.3	Subject to clause 39 (iv) and 39 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace	The Bidder accepts to indemnify and defend the Bank against a third party claim of IP infringement for use of the Services under this RFP by the Bank, provided that such claim pertains to the Solution as and when made available to Bank by the bidder and when properly used for the purpose and in the manner specifically authorized by the Agreement between the Parties. Bidder agrees to pay direct monetary damages, court cost and reasonable attorney fees incurred by the Bank provided Bank agrees to promptly notifying in writing of any claims for which it seeks indemnity, including all materials received by the party related to the claim, provides sole control over the defense and settlement of such claims to the Bidder, reasonably co-operate during defense and settlement efforts by Bidder; and agrees not making any admission, consent judgment or settlement or payment of compensation of such claim. With respect to any infringement claim, SERVICE PROVIDER may at its option and expense: (i) modify or replace all or part of the Solution; (ii) procure for Bank' the right to continue using the Solution; or (iii) remove all or part of the Software Solution. If SERVICE PROVIDER so removes all or a part of a	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
			or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement	Software Solution, then SERVICE PROVIDER shall(a) if Bank' has paid a one-time upfront initial license fee for the Software Solution, refund to Bank the corresponding portion of the license fee paid by Bank to SERVICE PROVIDER for the Software Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the acceptance date and in such case, the Agreement shall terminate with respect to the Software Solution or part thereof removed. The remedies provided here are the sole remedies for a claim of infringement or misappropriation hereunder.	
190	40/178	43.i/16.i	Termination for default	<p>The entire grounds for termination as stated herein are generic, wide and subjective and hence propose to include the following as the clause for termination for default:</p> <p>Either party may terminate the agreement on thirty (30) days advance notice to the other party if: (i) the other party breaches any of its material obligations under the Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail</p>	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
191	41/179	43.ii/16.3	In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.	Bank has multiple remedies by way of charging penalties, liquidated damages, invocation of PBG, etc and hence the risk purchase clause proposed under this clause 43.ii is requested to be removed.	As per RFP
192	42/179	46/16.2	TERMINATION FOR CONVENIENCE	Termination for convenience is acceptable only if the bank pays the bidder, the service fee for entire unexpired term of the agreement and request the bank to amend this clause accordingly. Also, such termination for convenience shall only be applicable to the Maintenance Services period.	As per RFP
193	63 & 64	Appendix-C Technical & Functional Specifications,	Multiple RFP Clauses	Please share the details of the current functionalities which are being catered through the integrations with different systems mentioned in the RFP clauses.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
		Clause 67 to 79			
194	7 & 30	1. INVITATION TO BID & 32. SUBCONTRACTING:	Consortium bidding is not permitted under this RFP. & As per scope of this RFP, sub-contracting is not permitted.	While the bidder will be responsible to provide the complete core prepaid solution, few supporting solutions such as eKYC, Web Portals/Mobile Apps as mentioned in the RFP scope may need to be sub-contracted. Request the bank to allow consortium / subcontracting for the same.	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
195	General	General	General	<p>BIDDER requires inclusion of the following clauses on a mutually agreed basis and in this regard the BIDDER would like to discuss with Bank. This list is inclusive of various other terms of the agreement and is not exhaustive.</p> <ol style="list-style-type: none"> <li>1) Limitation of Liability and exclusion of indirect damages from Liability</li> <li>2) Ownership</li> <li>3) Intellectual Property Rights</li> <li>4) Assignment</li> <li>5) Transition Plan</li> <li>6) Penalties</li> <li>7) Indemnities</li> <li>8) LD</li> <li>9) Termination by successful BIDDER for non-payment by Bank</li> </ol> <p>We would also request the Bank to include provision for the below: 1) Termination compensation by the Bank in the event of termination of the agreement by the Bank prior to completion of the term,.</p>	As per RFP
196	NA	General	Broad scope of work	Will the Bank need any onsite resources to be deployed at Bank's DR site for the term of the engagement?	As per RFP
197	NA	General	Broad scope of work	Will the Bank need onsite resources to support all Infrastructure and environmental functions like DBA, OS Admin, Storage Admin, Middleware Admin or will the Bank provide this support from the Bank's side?	As per RFP

Sl. No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	RESPONSES
198	NA	General	Evaluation Matrix	Proof of certifications of individuals to be deployed onsite will be difficult to provide at the time of submission of response as specific individuals to be dedicated to this engagement can be allocated at a time of actual deployment. Hence, can certifications be provided for sample candidates? Bank can verify with actual candidates to be deployed at that point in time.	As per RFP
199	NA	General	Broad scope of work	Since end to end Reconciliation ops are part of scope, we will need to include resources for performing this activity. These could be a combination of L1 and L2 resources. This count will need to be included in the list of onsite resources. Bank to allow Bidder to quote a separate rate for these resources as compared to technical resources. Also, the educational qualification for these resources can be any Graduate instead of BE/Btech in Computer science. Bank to confirm this.	As per RFP