

## CORRIGENDUM - I

REF: SBI/TB-S&amp;SP/SR/2023-24/002, dated 25.05.2023

RFP FOR FOR EMPANELMENT OF AUTOMATIC FARE COLLECTION SYSTEM PARTNERS FOR TRANSIT PROJECTS

Sr. No.	RFP Page No.	RFP Clause No.	RFP Clause Name	RFP Existing Clause	Revised Clause
1	5	PART II	APPENDIX INDEX	<b>APPENDIX I:</b> PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE SOLUTION/ SERVICES	<b>APPENDIX H:</b> PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE SOLUTION/ SERVICES
2	6	1.ii	INVITATION TO BID	In order to meet the Solution/ service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in the <b>Appendix</b> related to the Eligibility Criteria and Scope of Work of this RFP document.	In order to meet the Solution/ service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in the <b>Appendix-F</b> related to the Eligibility Criteria and Scope of Work of this RFP document.
3	6	1.iii	INVITATION TO BID	Bidder shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in the <b>Appendix</b> related to the Eligibility Criteria of this RFP and willing to provide the Solution/ service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.	Bidder shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in the <b>Appendix-B</b> related to the Eligibility Criteria of this RFP and willing to provide the Solution/ service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
4	9	4	SCOPE OF WORK	As given in the <b>Appendix</b> related to the Scope of the Work of this document. The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services.	As given in the <b>Appendix-F</b> related to the Scope of the Work of this document. The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services
5	10	5.i	ELIGIBILITY AND TECHNICAL CRITERIA	Bid is open to all Bidders who meet the eligibility and technical criteria as given in <b>Appendixes</b> of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.	Bid is open to all Bidders who meet the eligibility and technical criteria as given in <b>Appendix B and Appendix E</b> of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document
6	10	5.ii	ELIGIBILITY AND TECHNICAL CRITERIA	The Bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical Bid as prescribed in Appendix duly signed by the Bidder on each page and witnessed by two persons. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.	The Bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical Bid as prescribed in Appendix-N duly signed by the Bidder on each page and witnessed by two persons as per the Contract Value of any project assigned through subsequent RFQs. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed.
7	11	7.i	CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING	Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in <b>Appendix</b> at the address/by e-mail within the date/time mentioned in the Schedule of Events.	Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in <b>Appendix-K</b> at the address/by e-mail within the date/time mentioned in the Schedule of Events.
8	12	9.iii	EARNEST MONEY DEPOSIT (EMD)	The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid. If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.	The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.
9	13	9.viii (b)	EARNEST MONEY DEPOSIT (EMD)	if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool	Clause is deleted
10	13	10.i.(b)	BID PREPARATION AND SUBMISSION	Bid covering letter/Bid form on the lines of <b>Appendix</b> as mentioned in the RFP on Bidder's letter head.	Bid covering letter/Bid form on the lines of <b>Appendix-A</b> as mentioned in the RFP on Bidder's letter head.
11	13	10.i.(c)	BID PREPARATION AND SUBMISSION	Proof of remittance of EMD and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 9.	Proof of remittance of EMD and Tender Fee as specified in this document.
12	14	10.i.(e)	BID PREPARATION AND SUBMISSION	Bidder's details as per <b>Appendix</b> on Bidder's letter head.	Bidder's details as per <b>Appendix-D</b> on Bidder's letter head.
13	14	10.i.(h)	BID PREPARATION AND SUBMISSION	If applicable, copy of registration certificate issued by competent authority as mentioned in Sl. No. 2 of Appendix related to Eligibility Criteria.	If applicable, copy of registration certificate issued by competent authority as mentioned in Sl. No. 2 of <b>Appendix-B</b> related to Eligibility Criteria.

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14	15	11.ii	DEADLINE FOR SUBMISSION OF BIDS	The Bidder shall submit the Pre-Contract Integrity Pact along-with the "Technical Bid" submission at the time of RFQ. In addition, the last date for bid submission should be indicated on the right and corner of the Pre-Contract Integrity Pact.	The Bidder shall submit the Pre-Contract Integrity Pact along-with the "Technical Bid" submission at the time of RFQ.
15	15	11.iv	DEADLINE FOR SUBMISSION OF BIDS	Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.	Any Bid received after the deadline for submission of Bids prescribed, will be rejected.
16	18	18.i	AWARD CRITERIA AND AWARD OF CONTRACT	Bidders scoring minimum 70 marks in the Technical Evaluation Criteria as mentioned in <b>Appendix</b> will be empaneled by the Bank.	Bidders scoring minimum 70 marks in the Technical Evaluation Criteria as mentioned in <b>Appendix-E</b> will be empaneled by the Bank.
17	19	18.xii	AWARD CRITERIA AND AWARD OF CONTRACT	The prices/ commercials for Scope of Work/ Services to be provided by the Consultant under the respective RFQ will be done after empanelment by floating a Request for Quotation (RFQ) among empanelled Service Providers. Order No. P-45021/2/2017- B-E-II issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India relating to Public Procurement (Preference to Make in India), Order 2017 and any subsequent amendment/ clarifications thereto shall be applicable for participation in bidding process. Also, participating bidders need to sign and submit Pre-Contract Integrity Pact, based on the estimated value of work/ services at the time of submitting bids in respective RFQs as per – <b>Appendix</b> .	The prices/ commercials for Scope of Work/ Services to be provided by the Consultant under the respective RFQ will be done after empanelment by floating a Request for Quotation (RFQ) among empanelled Service Providers. Order No. P-45021/2/2017- B-E-II issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India relating to Public Procurement (Preference to Make in India), Order 2017 and any subsequent amendment/ clarifications thereto shall be applicable for participation in bidding process. Also, participating bidders need to sign and submit Pre-Contract Integrity Pact, based on the estimated value of work/ services at the time of submitting bids in respective RFQs as per – <b>Appendix-N</b> .
18	19	18.xvii	AWARD CRITERIA AND AWARD OF CONTRACT	Technical evaluation shall be conducted during the annual review as defined in the <b>Appendix</b> of this RFP. In addition to the matrix mentioned in the <b>Appendix</b> , the empaneled partners will also be evaluated on the latest or innovative technologies implemented by the empaneled partners during that period. The minimum scoring criteria will be applicable during the annual review of the performance.	Technical evaluation shall be conducted during the annual review as defined in the <b>Appendix-E</b> of this RFP. In addition to the matrix mentioned in the <b>Appendix-E</b> , the empaneled partners will also be evaluated on the latest or innovative technologies implemented by the empaneled partners during that period. The minimum scoring criteria will be applicable during the annual review of the performance.
19	20	18.xx	AWARD CRITERIA AND AWARD OF CONTRACT	First Right of Refusal: The Bank shall have first right of refusal for shortlisted bidders for not bidding as a consortium partner with them in individual AFCS project during the contract period. Such shortlisted bidders must obtain such communication/permission from the Bank in writing.	The Bank shall be the first preferred consortium partner in individual AFCS project to be participated by the empaneled vendor(s). They will seek the prior consent of the Bank before participating in any AFCS project. The Bank shall communicate its consent or otherwise within 21 days. In case the Bank decides to proceed with consortium for a particular AFCS project, then the empaneled partners shall not partner or participate with any other Bank / Financial Institution or otherwise for the same project.
20	22	23.iii	BANK GUARANTEE	New Clause	iii. The PBG asked under this RFP is for the purpose of empanelment contract. Project- wise PBG is to be submitted based on awarded contract value and requirement of respective project, for which PBG will be mentioned in subsequent RFQs.
21	23	24.iv	SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING	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 <b>Appendix</b> as mentioned in the RFP	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 <b>Appendix-H</b> as mentioned in the RFP.
22	26	27	PENALTIES	The penalty, if any, shall be recovered from EMD/BG, <b>Liquidity damages</b> , Transition Penalty, as per discretion of the Bank which will be determined through individual RFQ for different Projects.	The penalty, if any, shall be recovered from EMD/BG, Transition Penalty, as per discretion of the Bank which will be determined through individual RFQ for different Projects.
23	29	32.iii	VALIDITY OF AGREEMENT	Technical evaluation, including overall project review, feedback system, shall be conducted during the annual review as defined in the <b>Appendix</b> of this RFP. In addition to the matrix mentioned in the <b>Appendix</b> , the empanelled partners will also be evaluated on the latest or innovative technologies implemented by the empanelled partners during that period. The minimum scoring criteria will be applicable during the annual review of the performance.	Technical evaluation, including overall project review, feedback system, shall be conducted during the annual review as defined in the <b>Appendix-E</b> of this RFP. In addition to the matrix mentioned in the <b>Appendix-E</b> , the empanelled partners will also be evaluated on the latest or innovative technologies implemented by the empanelled partners during that period. The minimum scoring criteria will be applicable during the annual review of the performance.
24	30	34	CONFIDENTIALITY	Confidentiality obligation shall be as per Non-disclosure agreement and clause 7 of Service Level Agreement placed as <b>Appendix</b> to this RFP.	Confidentiality obligation shall be as per Non-disclosure agreement and clause 7 of Service Level Agreement placed as <b>Appendix-J</b> to this RFP.

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25	31	36.v	SERVICE PROVIDER'S OBLIGATIONS	Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in <b>Appendix</b> of this RFP.	Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in <b>Appendix-J</b> of this RFP.
26	33	38.vi	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 shall be placed under an Escrow arrangement for the projects implemented by the empaneled AFCS partner under the empanelment agreement under this RFP. All necessary documentation in this behalf shall 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 shall be informed and brought under Escrow or made available to the Bank.	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 shall be placed under an Escrow arrangement, <b>at the cost of the bidder</b> , for the projects implemented by the empaneled AFCS partner, <b>selected through subsequent RFQs</b> , under the empanelment agreement under this RFP. All necessary documentation in this behalf shall 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 shall be informed and brought under Escrow or made available to the Bank.
27	46	APPENDIX A - vii		We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at <b>Appendix</b> of this RFP which shall remain binding upon us.	We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at <b>Appendix-I</b> of this RFP which shall remain binding upon us.
28	49	APPENDIX B -3	Organization Profitability	The Bidder should be a profitable organization based on Operating Profit for at least 3 out of last 5 financial years.	The Bidder should be a profitable organization based on Operating Profit for at least 3 out of last 5 financial years. (FY 2019-20, 2020-21, 2021-22)
29	50	APPENDIX B - 7	2 references of the implementation in India/abroad should be provided for AFCS/SI deployment.	Documents to be submitted: Bidder shall specifically mention this on their letter head.	Documents to be submitted: Copy of relevant and valid PO / WO / LOA / Contract Agreement issued till the date of bid submission, along with completion certificates issued by the client or company secretary/CFO/Auditor of the consortium member, covering the requirements.
30	51	APPENDIX B - 11	PCI-DSS Certificate for at-least 1 transit project	PCI-DSS Certificate for at-least 1 transit project Documents to be submitted: Relevant Certifications to be submitted	Clause is deleted
31	55	APPENDIX C -10	Certifications required for the Transit Projects:	ISO Certification for Quality management, Information Security Management, Business Continuity Management, Security Techniques for Privacy information management, Software engineering solution. Minimum CMMi Level 3 PCI-DSS for the projects delivered	ISO Certification for Quality management, Information Security Management, Business Continuity Management, Security Techniques for Privacy information management, Software engineering solution. Minimum CMMi Level 3
32	57	APPENDIX E - A.1	Relevant Project Experience	Projects involving deployment of devices including- • Handheld devices or • Mobile phones or • Fixed point of sales machines • Fixed fare collection devices • Innovative Technologies in transit projects like account-based ticketing and other upcoming technologies.	Projects involving deployment of any of the following devices including- • Handheld devices • Mobile phones • Fixed point of sales machines • Fixed fare collection devices • Innovative Technologies in transit projects like account-based ticketing and other upcoming technologies.

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33	58	APPENDIX E - A.2	Relevant Project Experience	Past experience of implementing EMV based automated fare collection system accepting open loop cards. No. of Cards issued through system: >5 lakh cards: 5 marks >3 and <=5 lakh cards: 3 marks >2 and <=3 lakh cards: 2 marks	Past experience of implementing open loop automated fare collection system with below deployments:  =>50 stations: 5 marks =>30 & <50 stations: 3 marks =>15 & <30 stations: 2 marks OR =>10,000 ETIMs: 5 marks =>7,000 & <10,000 ETIMs: 3 marks =>5,000 & <7,000 ETIMs: 2 marks  ETIM: Electronic Ticket Issuing Machine  Max. Marks: 5
34	59	APPENDIX E - B.2	Demonstration of AFCS Solution	Demonstration of capability as per the Technical & Functional Specification mentioned in <b>Appendix</b> in this RFP.	Demonstration of capability as per the Technical & Functional Specification mentioned in <b>Appendix-C</b> in this RFP.
35	60	APPENDIX E - D	Proposed Key Project Team	CV of the resource proposed as mentioned in format specified in the <b>Appendix</b> of this RFP	CV of the resource proposed as mentioned in format specified in the <b>Appendix-L</b> of this RFP
36	60	APPENDIX E - E	AFC / SI implementation in India or Abroad	Details as required in <b>Appendix J</b>	1.Details as required in <b>Appendix-M</b>
37	60	APPENDIX E - E	AFC / SI implementation in India or Abroad	(Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required in the format shared in <b>Appendix</b> in this RFP)	(Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required in the format shared in <b>Appendix-M</b> in this RFP)
38	74	APPENDIX I - 3.i	SCOPE OF SERVICES	The scope and nature of the work which Service Provider has to provide to the Bank (Services) is as mentioned in the RFP and the <b>Appendix</b> relating to the Scope of Work.	The scope and nature of the work which Service Provider has to provide to the Bank (Services) is as mentioned in the RFP and the <b>Appendix-F</b> relating to the Scope of Work.
39	79	APPENDIX I - 9	SUB-CONTRACTING	Complete Clause.	As per RFP.
40	80	APPENDIX I - 10	LIQUIDATED DAMAGES	If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to __% of total Project Cost for delay of each week or part thereof maximum up to __% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Liquidated Damages will be decided by the Bank, if any, as per the requirement of the Metro / Transit project. The penalty for the part of the project executions as per the scope of the project will have to be borne by the respective AFC/SI vendor, as per the terms mentioned in the RFQ that will be published by the Bank on case-to-case basis
41	80,81	APPENDIX I - 11	BANK GUARANTEE & PENALTY	Complete Clause.	As per RFP
42	85	APPENDIX I - 16	TERMINATION	Complete Clause.	As per RFP
43	86	APPENDIX I - 17	LIMITATION OF LIABILITY	Complete Clause.	As per RFP
44	87	APPENDIX I - 18	CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS	Complete Clause.	As per RFP
45	88	APPENDIX I - 19	DISPUTE RESOLUTION	Complete Clause.	As per RFP