

PUNE METRO - P1AFC01/2019 -DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING & COMMISSIONING AND COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF EMV BASED OPEN LOOP AUTOMATED FARE COLLECTION SYSTEM FOR PUNE METRO RAIL PROJECT AND INTEGRATION WITH OTHER PUBLIC TRANSPORT SYSTEMS PROJECT
Bidders' Queries Response - Corrigendum II

S.No.	Volume	Clause No.	Brief Clause Description	Applicant's Query / Suggestion	Response of Maha Metro
1	Part1	Bid data sheet. 44. Signing of Contract – 44.2	In case the agreement is sent Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer	Bank would recommend to give sufficient time for signing off the agreement as the draft will be have to go through legal vetting as well. Hence, will request to share the draft in advance.	This is standard procedure followed for all the tenders of Maha Metro, hence cannot be relaxed
2	Part 3	Key details	Completion Period: 165 (One hundred and Sixty five) Weeks	We understand that the project completion period given is 165 weeks (3.1 yrs). Please clarify whether this period is inclusive in the 10 year contract or the 10 year period will commence post completion of the project development. Please clarify.	"Revenue Service Period" will start from the date of opening of first section. Revenue service Period shall continue for a period of 10 (ten) years from ROD of last metro station.
3	Part 2	9.2 Cardholder Management	9.2.1 The Smart Card host equipped with facilities to manage the database of passengers who have non-personalized / personalized Contactless Smart Media. The SCH have a provision to keep documents related to personalization.	FI will be responsible to store only those documents related to card's demog details complying with RBI guidelines. Documents related to cardholder's ticketing/PASS will not be in the scope of the FI	FI issuer host will store all the KYC and customer database information complying to RBI guideline. All the ticketing transaction will be captured in Central Computer of AFCS.
4	Part 2	9.8 Smart Card Personalization System	9.8.2 At the stations, the Non-personalized EMV fare media would be issued per the applicable requirement of the fare media and handed over the commuters. The cards are activated once the top up is performed at the remote site on the POS terminal capable of loading the card and provided by the FI.	Please clarify whether Top-Up will be mandatory for activation of the card. We would suggest to have min top-up of INR 100/-	Minimum top up amount for prepaid NCMC card will be decided at the time of roll out as per approved business rule.
5	Part 2	9.8 Smart Card Personalization System	9.8.3 At Pune Metro central location, personalized cards will be issued.	These personalised cards will be issued from these locations to the citizens or the employees of the central location. Please clarify.	Refer Annexure to corrigendum II S.N. 11,16 & 17.
6	Part 2	9.9 Multi-Issuance	9.9.1 With envisaged model for Pune Metro to accept multi-issuer Prepaid/Debit/Credit cardss for transit and other non-transit purpose, as per the design other bank cards shall be acceptable at the terminals upon mutual agreement between FI and Pune Metro.	By when is the authority accepting to implement the envisaged model. Does this mean that current switch of acquirer should be based on multi acquirer model??? Kindly acquirer. Also, is it only restricted to only Rupay or shall it be for Visa and Mastercard as well. We will recommend to have issuance of one Bank only in order to maintain exclusivity.	1. Acquirer of FI should be capable of processing off us transaction, however acceptances of other banks NCMC cards will be started after completion of 03 year exclusivity period. 2. AFC system and FI acquirer should be able to process NCMC card issued for any payment scheme (VISA/Mastercard/Rupay etc)

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7	Part 2	2.1 General Description	2.1.3 The intention is to make the system interoperable with other Public Transport Organizations across the country. Within Pune Metro Rail project sites, the AFC system shall integrate and synchronize seamlessly with a collection of multiple systems, like the inter-site transmission network, master clock system, power supply system, main earthing facilities, cable routing facilities, fault monitoring system and Pune Metro Rails' ERP system for management reporting.	FI will require clarity on the other interoperable PTOs. Is his been looking in the first phase; Also FI will require a roadmap.	Both EMV card issued by FI and AFC system should be NCMC compliant. NCMC card offered by FI should work in other open loop transit system, and AFC system offered should be able to accept any banks NCMC card.
8	Part 2	2.1 General Description	2.1.7 The FI bidder shall supply, develop and technically support the personalization devices, and handle card issuance at MAHA-METRO stations whereas it would also additionally operate the personalization devices at their additionally selected points of card issuance.	Please specify the personalization devices specified. Also, clarity is required on the various points of issuance.	Refer Annexure to corrigendum II S.N. 11,16 & 17.
9		Bidder's concern		Is the EMV NCMC card a closed loop or Open loop card. Also, currently we have Pre-paid card certified for NCMC with NPCI without ATM withdrawal facility. Can FI still bid for this project.	1. Proposed NCMC card is open loop card. 2. Bidder may bid but later have to develop functionalities required as per RFP.
10		Bidder's concern		Though the RFP mentions separate scope for AFC provider and FI, is it expected that AFC partner should be provided by the Bank. We suggest to rollout a separate RFP for AFCS vendor onboarding.	Tender condition prevails.
11	Part 2	Part 2: 1.1 General 1.1.2	Table 2.1: Pune Metro Rail Project corridors	As per the scheduled mentioned, readiness of the metro is expected to be completed by June 2020, will the AFCS work be implemented simultaneously or post the commissioning is completed. Also, the 30 stations will be issuance channels for NCMC card.	AFC system implementation will be done in phased manner as defined in project timeline.
12	Part 2	Part 2: 1.1 General 1.1.2	1.3.3.2 Level-1: Station Ticketing Facilities (Validation and Sales Devices)	Please clarify whether the TOM and TVM also have to be provided by the AFC vendor. Also, clarity required on the manpower to be deployed for the EFO activity.	TVM and TOM being integral part of AFCS to be provided by AFC vendor. TOM and EFO operators will be provided by Pune Metro.
13	Part 2	Part 2: 2.1 General Description	The Contractor shall be responsible for installation of the end to end EMV NCMC based AFC system at the required number of stations, feeder vans, parking lots with each devices	Will require specification of the hardware for feeder vans and parking lots and BOQ for the same.	Refer PART II Section VII B technical specification chapter 10 and 13.

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14	Part 2	Part 2: 2.1 General Description	2.1.3 The intention is to make the system interoperable with other Public Transport Organizations across the country. Within Pune Metro Rail project sites, the AFC system shall integrate and synchronize seamlessly with a collection of multiple systems, like the inter-site transmission network, master clock system, power supply system, main earthing facilities, cable routing facilities, fault monitoring system and Pune Metro Rails' ERP system for management reporting.	Requesting to provide more clarity on the same.	Both EMV card issued by FI and AFC system should be NCMC compliant. NCMC card offered by FI should work in other open loop transit system, and AFC system offered should be able to accept any banks NCMC card.
15		Bidder's concern		Will require the ridership and transaction volume of the used cases of the AFCS and EMV NCMC (Metro, PMPML, buses, feeder buses, parking)	Bidder has to assess by its own.
16	Part 2	Part 2: 2.1 General Description 2.1.16	The below mentioned matrix would help the bidder understand the overall responsibility across different areas: 7 Offsite Issuance Side (Point of Sale)	As the main use of the EMV NCMC is for ticketing, FI will suggest Pune metro to set-up the issuance channels along-with the manpower	TOM as issuance channels is a part of AFCS to be provided by bidder, whereas manpower for TOM and EFO will be provided by Pune Metro
17		Bidder's concern	Insurance policies	FI will suggest the authority to include the insurance policies relevant to the project and basis the deployment of hardware and software exclusive for the project.	This is standard procedures followed for all the tenders of Maha Metro, hence cannot be relaxed.
18	Part 2	PART 2: WORKS REQUIREMENTS SECTION VII-A: EMPLOYER'S REQUIREMENT –GS	In return Maha Metro shall pay a declared percentage for fare-box revenue	Kindly clarify the revenue which will be considered in fare box revenue.	Ticketing revenue earned from sale of all type of travel ticket and validation of NCMC card in Metro AFC system will be considered as fare box revenue.
19		Bidder's concern	5. Extended Corporate Banking Requirements (Corporate Banking) – Other than implementing common mobility program, Maha Metro PMRP also has corporate banking requirements. Financial institution that is member of the consortium implementing common mobilityprogram shall act as preferred bank and expected to fulfil these requirements. Detailed requirements and scope are discussed in the volume 2, Particular Specifications	Please clarify on the scope specified as preferred Bank.	Maha Metro shall facilitate with all the necessary support for assisting in corporate banking and other requirement associated with PMRP.

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20	Part 2	1.4 Key Deliverables of FI:	EMV card Issuance and personalization: 1) FI should Issue the EMV certified Pune city branded prepaid cards for commuters for transit and other general purpose.	We understand this is going to be co-branded card between the FI, authority and Rupay having respective logos on the card. Please clarify.	It would be co-branded card having the logo of FI and Pune Metro on Card.
21	Part 2	1.4 Key Deliverables of FI:	2) FI should provide the Smart Card Host System (CSHS) Software which hosts the software application for issuance of the personalized EMV smart cards. This component is an integral part of AFC and smart card technology services of FI.	The clause only speaks of personalized card. Is there a scope of issuing instant cards.	Only non personalised Instant Card will be issued from TOM counters.
22	Part 2	1.4 Key Deliverables of FI:	3) The various elements which come under this component are a. Online Card Application/ Account Opening. g. Bank ATM services	Kindly clarify the requirement in account opening and ATM services.	FI has to support account opening and will provide ATM services for NCMC card issued.
23	Part 2	1.4 Key Deliverables of FI:	c. Card Distribution Logistics	We suggest this to be in the scope of authority as the main channels for issuances will be the transit channels. FI will ensure that the cards distribution will reach seamlessly to the respective channels.	FI will be responsible for Card logistics and their management for the lifecycle .
24	Part 2	1.4 Key Deliverables of FI:	4) Maha Metro- PMRP Card program Sales & Marketing Activities: FI should undertake promotion and merchant development & management of smart card and mobile app services. FI may take up merchant promotions exclusively or through third party after consultations with Maha Metro.	As this is a project of the govt. and FI is only assisting the authority in rollout of the same, promotional, marketing and merchant development activities should be in the scope of the Bank.	Promotional, marketing and merchant development activities related to NCMC Card will be in the scope of the FI.
25	Part 2	1.6 Project Timelines:	The total contract period would comprise of 10 years along with the implementation timelines mentioned below (time to go-live for the respective sections and commence from the last station Go- live date.	We understand that the overall project period is 10 years but project completion period is given 165 weeks. Also, will the FI be the exclusive partner for the 10yr contract period. Please clarify.	FI will be exclusive issuer of NCMC card at Metro stations for entire contract period. FI has exclusive right for accepting their own card in AFC system for 03 years, after 03 years FI has to accept any NCMC card.
26	Part 2	Part 2, Section II , ITB 47.3, Page 21	FI is responsible to pay 25% of the Non -Fare box revenue (as defined in clause 1.1.6.15 of Part 3 –Particular conditions) earned through non transit transactions during exclusive issuance period of 3 years.	Will this non-fare box transactions include municipal services as well. If yes, then there is already a clause for royalty payment to the authority. If this clause means retail transactions, FI will suggest not to include this revenue as there is very minimal transactions on this front.	This is related to retail transactions.

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27	Part 2	Part 2, 8.5.2.1, Page 115	Financial Institution shall collect all cash from central location of Pune Metro everyday for previous day's operation for all cash based ticketing transactions across all metro stations and then settle the cash with MAHA-METRO current account with FI on T+3 settlement cycle. This is opportunity for financial institutions to earn float income	Please confirm, whether Cardholders need to maintain a minimum balance	Minimum balance (if any) for NCMC card will be decided later at the time of business rule formation.
28	Part 1	ITB 18.5	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	We understand that 2.5% is the fixed transaction fee which will be received by Bidder on all transactions under municipal services including transit. Kindly clarify.	Revenue share will be applicable for fare box revenue only.
29	Part 1	ITB 38.1	c) The bidder should quote the royalty payable to Pune Metro over 10 year contract period on an annual basis;	We understand that contract with the bidder will be for 10 years but exclusivity for bidder is only for 3 years. Hence, it is not recommended to have royalty from the bidder for the non-exclusive period. Also, royalty amount should be based on the revenue earned by the project on Y-o-Y basis and not basis a fixed formulae. Ideally, we recommend to remove the clause from the RFP.	Refer Annexure to corrigendum II S.No. 3.
30		Bidder's concern	Tender Security and Bank Guarantee	The RFP clause mentions about tender security of INR 7.5Mn and Bank Guarantee of INR 15cr. FI will request for more clarity on this project.	Tender security amounting INR 7.5 Mn is kept to ensure serious participation from the bidders. While bank guarantee amounting INR 10 Cr is kept for ensuring performance of the Contract after award . Refer Annexure to Corrigendum II S.No. 5
31		Bidder's concern	Total Volume of the Smartcards expected	FI will request for the minimum no. of Smart-cards expected from this project for the duration of 10 years.	Bidder has to assess itself
32	Part 1	ITB 18.5	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	Requesting to revise the revenue sharing percentage to 10 %	Refer Annexure to corrigendum II S. No.2
33		Bidder's Concern		As AFCS is in consortium scope, kindly confirm the transaction percentage to be received by consortium for cash and other card transactions	Fare box Revenue Share would be paid by Maha Metro to the consortium and the distribution among the members of the consortium will be as per their internal agreement which cannot be specified or decided by Maha Metro.
34		Bidder's concern		Kindly confirm whether FI can get Pune Maha Metro Project Main account (where funds will be accumulated through external bank loans, state / central govt fund)	Maha Metro does not deny the possibility of the same depending upon term and services offered by FI. However the position of Maha Metro is noncommittal.

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35	Part 4	Part 4 : Pricing Bid Documents,6.4, Pg 1139	For calculation of the NPV, the future values shall be discounted at a discounting rate of 12.50% (twelve and half percent).	Suggesting to keep discounted value of npv as per current inflation rate of 7 %	Tender condition prevails.
36	Part 1	ITB 47.3, Part 1 , Pg 46	FI is responsible to pay 25% of the Non-Fare box revenue (as defined in clause 1.1.6.15 of Part 3 –Particular conditions) earned through non transit transactions during exclusive issuance period of 3 years.	Suggesting to keep exclusive issuance period of 10 years from Go Live of last metro station	Tender condition prevails.
37	Part I - Bidding procedure Section II - Bid data sheet	ITB 4.1	Lead member shall not have less than 41% participation and other members shall have minimum 20% participation in the proposed JV / Consortium for this work, with AFC provider and Financial Institution (FI) as mandatory consortium member	Is it mandatory for Financial institution to be lead bidder	The financial Institution (FI) shall be the Lead member. The Lead member shall be read as the same if mentioned elsewhere in the tender. Refer Annexure to corrigendum II S. No.1.
38	PART 2	4.1.6	Group Ticket (GT) his ticket will be processed at AFC Gates based on the tap at the gates and will allow the number of passages through the aisle	1.Please clarify if Group ticket will need to be tapped once only at entry & exit 2. Is Group ticket option required for mobile app also	1. Multiple tap at entry and exit will be required as per no. of passengers defined for group ticket. 2. Group ticket option required for mobile app also.
39	PART 2	4.1.5.9	Process of Issuance of QR-codes ticket at TVM /TOM Patron/operator selects the payment option	What payment options required to purchase paper QR tickets from TOM / TVM	1. Cash 2. Credit/Debit/Prepaid card/NCMC card.
40	PART 2:	5.3.21	QR code transactions should be completed within 600ms for online processing and within 400 ms for offline validations	Please clarify distinction between online processing & offline validations	Online processing refers to capturing of QR code transaction in AFC central computer. Offline validation refers to interaction and validation of QR ticket at AFC gate reader.
41	PART 2:	5.8.3	Ticket reader - They facilitate reading out of ticketing information from the EMV fare media and QR codes.	Since paper / mobile QR tickets already show the ticket data what additional information are ticket readers expected to display	Ticket reader will show validity of QR ticket and display message for non acceptance of ticket (over travelling, overstaying etc).
42	PART 2:		Page 2. Name of the Work –	Page 2. Name of the Work – Can you replace EMV with NCMC(RuPay,VISA,MasterCard,Amex,JCB etc.)	EMV NCMC card in the tender document stands for National Common Mobility Card (Prepaid/Debit/Credit) issued by any payment scheme(Rupay, Master card, VISA etc).

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43	PART 2:		Page 196 in the Sr.no 1 under Responsibilities .	Page 196 in the Sr.no 1 under Responsibilities . Should Maha Metro appoint a independent Third Party evaluator for the AFC interoperable testing and production test lab	All the testing and evaluation required for NCMC compliant system will be the scope of bidder. Maha Metro does not intend to appoint any independent/third party evaluator for testing or audit of the system as of now. However possibility for same is not ruled out.
44	PART 2:	PART 2: Works Requirements Section VII-B: Employer's Requirement- Technical Specification, Page 17	SCOPE OF WORKS 2.1 General Description 2.1.1 The objective of this project is to provide automatic fare collection system for Pune Metro Rail project, feeder vans, MAHA-METRO operated parking ticketing. The Contractor shall be responsible for installation of the end to end EMV NCMC based AFC system at the required number of stations, feeder vans, parking lots with each devices connected to the Central Backoffice AFC system....	We request the Maha Metro Authority to come up with separate RFP for FI to include only Issuance Host and Acquiring Host solution for EMV NCMC compliant smart cards (Pre paid/Debit Cards). There should be separate RFP for AFC hardware and System Integrator.	Tender condition prevails. No change in the structure of tender is envisaged.
45	PART 1	PART 1 – Bidding Procedures : Notice Inviting Tenders: Key Details, Page 2	Date and Time of Submission of Tender	The scope of the bidders is very wide as per the RFP. More time is required for understanding and evaluating the Project in terms of feasibility and viability. Accordingly, suitable partners are to be identified and have to reach a common understanding between the proposed consortium partners(s). Hence, it is requested to reschedule the date to 26th August 2019.	Date & Time of submission of tender : Up till 16:00 hours on 14-08-2019 Date & Time of opening of Tender :On 14-08-2019 at 16:30 hours
46	PART 1	Part 1 – Bidding Procedures Section II – Bid Data Sheet, ITB 18.5, Page 13	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	We request to kindly re-consider the revenue sharing percentage and increase it substantially. Sharing of 2.5% is very less in comparison to the expenditure involved in the project. We request to increase the revenue sharing percentage substantially in line with other metro projects having similar requirements.	Refer Annexure to corrigendum II S. No.2
47	PART 2:	PART 2: Works Requirements Section VII-B: Employer's Requirement- Technical Specification, Page 119	Multi-Issuance 9.9.1 With envisaged model for Pune Metro to accept multi-issuer Prepaid/Debit/Credit cards for transit and other non-transit purpose, as per the design other bank cards shall be acceptable at the terminals upon mutual agreement between FI and Pune Metro. a) issuance of personalised and non-personalised card of FI b) exclusive issuance right to FI at TOM counters c) exclusive acceptance of only select FI card for 3 years d) Acceptance and top up of all other FI cards after 03 years	Need more clarity on this requirement.	a) Personalised cards will be issued by FI from their premises. Non Personalised cards will be issued from Metro stations b) FI will be issuer at metro station and acquirer for AFC transactions for entire contract period. For initial three years only card issued by bidder FI will be accepted. After three years any NCMC card will be accepted in Pune metro AFC system. Applicable interchange and switching fee will be borne by bidder.

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48	PART 2	PART 2: Works Requirements Section VII-B: Employer's Requirement- Technical Specification, Page 119	9.10 Specification of FI Acquirer on Issuance 9.10.1 Should issue non-personalized card from any bank who participate as Issuance bank with MAHA-METRO 9.10.2 Should include a solution to issue card in TOM desktop either through web application or desktop	Need more clarity on this requirement.	Refer Annexure to Corrigendum II S.N. 11,16 & 17.
49	PART 2	PART 2: Works Requirements Section VII-B: Employer's Requirement- Technical Specification, Page 17	The intention is to make the system interoperable with other Public Transport Organizations across the country. Within Pune Metro Rail project sites, the AFC system shall integrate and synchronize seamlessly with a collection of multiple systems, like the inter-site transmission network, master clock system, power supply system, main earthing facilities, cable routing facilities, fault monitoring system and Pune Metro Rail's ERP system for management reporting.	The integration with other PTOs shall be done, provided that the cost of such integration is borne by the PTO/Maha Metro.	Bidder will develop and issue NCMC cards which will be accepted at NCMC compliant system of other PTOs.
50	Part1- Bidding Procedures	SectionI- Eligibility and Evaluation Criteria; Page 63; Point 4. Experience; Sub Point 4.2 Specific Experience; (a)	AFC PROVIDER as part of consortium should have experience of working on multiple modes of transport (with at least 350 buses and 24 metro / light rail / tram/mono rail/suburban train stations) OR AFC provider as part of consortium should have experience of working on multiple modes of transport accepting EMV contactless cards (with at least 100 buses and 10 metro / light rail / mono rail / tram/ suburban train stations).	Considering recent initiatives by GoI, Niti Aayog, MoHUA around One Nation One Card/NCMC, the selection criteria in bidder should have more emphasis on Technology solution providers who have implemented/implementing Open Loop NCMC based interoperable transit systems. It involves complex system and processes of acquiring interoperable transit transactions and also providing settlement, reconciliation of transit AFCS transactions. This procedures are much more complicated in comparison to just implementing AFCS. Not all AFCS solution providers would be able to service these complicated roles and requirements	This criteria gives fair opportunity to AFC provider having experience in implementation in close loop system and EMV contactless based AFCS, hence cannot be changed.
51	Part1- Bidding Procedures	SectionI- Eligibility and Evaluation Criteria; Page 63; Point 4. Experience; Sub Point 4.2 Specific Experience (b)	AFC provider should carry out one of the following projects in the last 5 years in a Metro/LRT/Mono Rail System? (a) Must have completed ONE work of Contactless smart card-based AFC System of minimum value equal to INR 120 Crore OR (b)Must have completed TWO works of similar nature of Contactless smartcard-based AFC System of each costing minimum INR 75 Crore each OR (c)Must have completed THREE works of similar nature of Contactless smart card-based AFC Systemofeachcosting minimum INR 60 Crores each .	Looking at major Transit projects in our nation, majority are being executed in BOOT model. This limits showcasing of business case of such large project value. Removal of this clause will help with inclusion on total number of stations or buses in which the AFCS solution is implemented instead of focus on project value	Refer Annexure to Corrigendum II Appendix A
52	Part-1, Section -III	Eligibility Criteria	FI should have the experience of co-branding card services with other organizations / institutions	Please clarify, if projects for launch of such co-branded cards is under progress, will it be considered as eligible?	Tender clause is self explanatory.
53	Part-1, Section -III	Eligibility Criteria	FI should have the experience of executing projects with loyalty program design or management of retail customer base	Request clarification that would a bank having retail customers accounts with loyalty features fulfill the requirements or some other specific requirement is needed?	Loyalty feature in retail customer account will be considered to be eligible.
54	Part-1, Section -II	18.5	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	Looking at recent developments, in coming years all types of NCMC cards with different payment schemes shall be accepted. Request clarification on who shall bear the cost of payment scheme and the interchange income that would have to be shared with? Can Pune Metro Authority pay such charges as defined by the payment scheme then or increase the current revenue share covering such charges.	Refer Annexure to Corrigendum II S. No.2. Bidder has to factor interchange fee and switching fee for "off us " transaction in their bid

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55	Part-1, Section -II	18.5	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	The commercials seems unviable from business perspective. Can you relook per ticketing revenue sharing. Suggestion is that it should atleast help the bidder to break even on assured revenues over the period of contract	Refer Annexure to Corrigendum II S. No.2
56	Part-3	1.1.3.10	"Contract period means, the period commencing from the date mentioned in the letter of acceptance (Ref Clause 8.1, Part B, GCC) until the date of contract expiry. The Contract duration is 10 years from the date of Go Live of last station.	Considering the project scale can you extend the project contract for 15 years to make the bid viable	Tender condition prevails.
57	Part-1 Section -II	47.3	FI being an acquirer shall allow cards issued by other banks to the AFC system. The terms & conditions and interchange fees between acquirer and issuer shall be decided by the respective FIs and subject to approval by the Employer shall be implemented within a period of 3 years from the date of revenue operational day of the last metro station to go live.	Request clarification that there will be exclusivity on acquiring of the cards issued by the selected bidder bank for the first 3 years post go-live and thereafter the applicable interchange rates shall apply	FI will be issuer at metro station and acquirer for AFC transactions for entire contract period. For initial three years only card issued by bidder FI will be accepted. After three years any NCMC card will be accepted in Pune metro AFC system. Applicable interchange and switching fee will be borne by bidder.
58	Part-2	1.3.3	Conceptual View of Proposed for Smart Card based AFC system	Request clarification that given diagram Shows L2 in OCC if for online QR operation handling includes Issuance, validation and exceptional handling and AFC core engine as L3 will be hosted in cloud which will be accessible in OCC through workstation for Monitoring, Reporting, Configuration etc. and L4 is a part of L3.	AFC back office architecture depicted in RFP is for illustration purpose. Bidder may propose their own architecture during design phase meeting the functional requirement
59	Part-2	2.1.1	The objective of this project is to provide automatic fare collection system for Pune Metro Rail project, feeder vans, MAHA-METRO operated parking ticketing. The Contractor shall be responsible for installation of the end to end EMV NCMC based AFC system at the required number of stations, feeder vans, parking lots with each devices connected to the Central Backoffice AFC system.	1. Would Pune Metro/NMRCL be the single point of contact for AFC implementation in feeder and parking or bidder FI will have to liaison with respective entities. 2. As understood, fare calculation for Feeder and Parking is also expected to be done by the given AFC system. Is that correct? Are the business rules for these systems ready for sharing with FI?	1. Bidder may have to interface with respective agencies appointed for implementation/operation of feeder and parking solution. 2. Feeder and parking ticketing will be part of AFC system. Business rule for same will be framed later during implementation.
60	Part-2	2.2.1.7	Develop and implement interfaces with MAHA-METRO SAP for Integeration of transaction data from AFCS. SAP interfaces will provided during the design phases.	Please clarify that AFC system would just need to share transaction data to Maha Metro's own SAP system	Revenue reports of AFC system need to be shared with Maha Metro SAP.
61	Part-2	2.4.2.1(h)	Station computers with printers, toners and printer papers	Quantities of consumables items such as printer and Toner should be fixed quantity or kept out of the scope. Request clarification on the same.	All the consumables for printer. toner etc will be supplied by bidder as per actual requirement.
62	Part-2	3.4	Blacklisted Tickets/Cards	This clause may be dropped as these are only one time usable tickets and usually valid for same business day which will load system unnecessarily. EMV card blacklisting will be done by card host system but not by AFC system. Blacklist of SJT/RJT/Group ticket not beneficial from operation & business point of view	AFCS should be able to blacklist QR tickets after their intended use, so that these cannot be used again.
63	Part-2	3.7.10	Consumable QR paper tickets, printer rolls, printer toners, printer papers sufficient for operations during the DLP period	It is suggested to fix limit of consumables or it may lead to wastage and cost burden to bidder	Usage of consumable for QR paper tickets, printer rolls etc will be as per requirement, hence no upper limit can be defined.
64	Part-2	4.1.4	Types of Fare Media: AFC system shall process the following type of fare media in Pune	Request clarification about credit cards acceptance as this is a card based system requirement. Please clarify The term 'EMV Prepaid cards' above or elsewhere in this document shall be construed to include 'EMV debit cards and EMV credit cards'.	Any NCMC card whether Prepaid, debit or credit card will work as a fare media in AFCS.

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65	Part-2	4.1.5.8	System should be capable of validating the QR codes offline also (In case of network loss at the station Gate validators devices). When the communication with Back Office system is not available the transaction would be validated offline at the Gate validators and should be batch uploaded to Back Office once connectivity is restored.	QR codes can be validated multiple times in the offline mode which will lead to fraudulent transactions and in turn loss to metro authority. Suggestion is to remove offline validation capability	Offline validation is required to ensure system availability during offline scenario like network failure.
66	Part-2	5.2.9	Flap Gates Design Specifications	Service level of 35 passengers per minute is achievable practically instead of SLA of 45 Passengers Per Minute for EMV cards.Can you reduce it to practical levels of achievability	AFC system need to be designed for meeting SLA of 45 passengers per minute. Practically SLA will vary as per type of usage by passengers
67	Part-2	5.7.20	Below is the minimum specifications of the handheld devices	1 SAM slot is enough as EMV certified device shall have secured area for storing the keys instead of min 2 SAM slot as requirement	Requirement of SAM slot can be reviewed during design phase.
68	Part-2	5.8.3	TR: They facilitate reading out of ticketing information from the EMV fare media and QR codes.	Kindly drop the QR code analysis as It is suggested that the code analysis will create a burden on the system as it will require online enquiry to OCC	QR code analysis at ticket reader is required to show information related to validity of ticket in case of over traveling, overstaying etc
69	Part-2	6.1	Central AFC Back Office System	Clearance & Settlement will be done by card acquiring host system not on AFC system. Station will send the settlement data directly to acquirer	As a consortium bidder, Clearance & Settlement will be responsibility of both AFC provider and FI.
70	Part-2	6.1.4.5	The Transaction Management system shall actively update its Contactless Smart Media Blacklist Table by adding / removing Contactless NCMC IDs when the Contactless Smart Media has been blocked physically by the issuer Bank	Suggest re-consideration of blacklist table for EMV cards as it may violate banking regulator rules as it will not be managed at AFC until AFC system will be PCI_DSS compliant	AFC gates will not store sensitive data of commuter, blacklist file will be stored in AFC gates in form of tokenized reference number.
71	Part-2	6.1.9	Certificate Management	Please consider it to be a part of EMV Card Host as EMV related keys may not be managed at AFC	Certificate and key injection will be part of scope of work for both AFC provider and FI.
72	Part-2	6.2.1.11	In the event of a failure of the data transmission network. Station devices will independently record all transaction and alarm/alert data for a period of not less than 15 days and all data stored will be transmitted to the OCC CC BackOffice System once the system is fully operational	Suggestion is to reduce alarm storage from 15 days to 3 days as alarms/alerts are useful for online monitoring only and it will consume large memory which will not be of any use later.	This feature is essential for ensuring offline working of station device. Requirement of reducing no of days for storage of transaction data and alert/alarms can be reviewed during design stage.
73	Part-2	6.3.1	Contractor's Cloud Service Providers (CSPs) shall provide the IaaS as service for hosting the AFC backoffice solution and also provide DRaaS in case of Disaster recovery with the primary system	Request clarification related to Cloud Based Disaster Recovery services, whether Maha Metro will suggest any specific location or bidder FI can consider on its own	AFC back office architecture depicted in RFP is for illustration purpose. Bidder may propose their own architecture during design phase meeting the functional requirement
74	Part-2	7.1	Network Architecture	Kindly clarify that whether back bone communication channel for station to OCC connectivity will be dark fibre or ethernet based as this will help in designing network architecture of AFC	Preferably backbone communication channel will be ethernet based but if bidder desires it may opt for dark fiber option.
75	Part-2	9.8.4	FI should provide one card personalization solution infrastructure at the each TOM counters.	Please clarify if the instant issuance solution is required at each TOM location based on "FI should provide one card personalization solution infrastructure at the each TOM counters" mentioned in RfP	Non personalized card will be issued from TOM counters, Personalized cards will be issued through banking channels.
76	Part-2	10.4.2	Parking ticketing Sub-System	Kindly confirm for the Parking Terminals who will provide SIM & bear operational cost of connectivity/GPRS	Bidder will provide SIM & bear operational cost of connectivity/GPRS for Parking terminals.
77	Part-2	11	PUNE METRO MOBILE APPLICATION	Regarding mobile application do we need to build new Mobile App for the MAHA- Metro? Also, if this app can be made for Android and iOS, excluding Windows phone based on usage of mobile phone and its OS	Mobile app to be developed by bidder, Development of window based mobile app will be decided during design stage.

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78	Part-4 Pricing Bid Documents	INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT Page 1137 Section 2-Revenue Sources	Bidders can refer to the ridership and traffic estimates projections of the Detailed Project Report of Pune Metro available on the portal of Pune Metro Rail Project for assessment of the ridership. However, Bidders are encouraged to conduct their own due diligence studies, including primary surveys, secondary research, other public transport agencies traffic data etc for assessment of ridership data. Further, the Employer shall not reimburse cost towards any survey or cost incurred by the bidders to conduct such studies. For clarification purpose, the Employer does not guarantee the ridership projections as quoted in the DPR.	In most of similar transit projects ridership of about 10% is also not achieved, can we get minimum guarantee on the ridership numbers considering huge project investment	Tender condition prevails.
79	Part1 – Bidding Procedures	Pg 9 of 1149, Clause 4.1	A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement. In the case of a JV:(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.	We Request Pune Metro to kindly Accept the Consortium instead of Joint Venture (JV), The responsibilities will be joint and Several of the Consortium and will be clearly mentioned in the Consortium Agreement which will be valid for the Contract Period. Creating the separate JV will attract overhead expenses which will unnecessarily add the cost which will be avoided by allowing Participation & Project execution in Consortium rather than in JV.	Consortium through a notarized consortium agreement with clear details of responsibility of the scope assigned to the consortium members is acceptable. Notwithstanding this the responsibility for entire scope would be joint and several for each member.
80	Part 3 Conditions of Contract and Contract Forms	Pg 882 of 1149, 14.2 Advanced Payment	The Employer shall make an advance payment, as an interest free loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub- Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.	The Employer shall make how much (e.g. 10%) advance payment, as an interest free loan for mobilization and cash flow support ?	It has been deleted in Particular condition please refer Part A - Contract Data Sub-Clauses 14.2, 14.3, 14.4, 14.5, 14.6
81	Part1 – Bidding Procedures	Page 28, ITB 4.7 (New Para)	Where the Bidder is a Consortium or Joint Venture, the Bidder shall submit the following additional information to meet the qualification criteria foreligibility	IS the Consortium Allowed in the Bid? As per Clause 4.1 on Page No 9, Maha Metro has specified only Joint Venture (JV), Please clarify	Bidder may be JV or consortium. JV/Consortium through a notarized JV/Consortium agreement with clear details of responsibility of the scope assigned to the consortium members is acceptable. Notwithstanding this the responsibility for entire scope would be joint and several for each member.
82	Part1 – Bidding Procedures	Clause 6, Defects Notification Period (Defect Liability Period)	For the Hardware Supplied: The defect liability period for hardware shall continue until 24 months from date of issue of acceptance certificate from Employer as per clause 10.5 [Acceptance of the Works and Sections].	DLP Period for Hardware will start from Handover of the Stations? Please confirm	DLP period will be start only after issuance of acceptance certificate, start of DLP period for different sections will be different as per actual ROD or issuance of acceptance certificate whichever is later.

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83	Part 1 – Bidding Procedures Section II – Eligibility and Evaluation Criteria	64, Eligibility Criteria Point a & b	AFC provider should carry out one of the following projects in the last 5 years in a Metro/LRT/Mono Rail System? (a) Must have completed ONE work of Contactless smart card -based AFC System of minimum value equal to INR 120 Crore OR (b) Must have completed TWO works of similar nature of Contactless smart card -based AFC System of each costing minimum INR 75 Crore each. OR (c) Must have completed THREE works of similar nature of Contactless smart card -based AFC System of each costing minimum INR 60 Crores each.	The Eligibility Criteria stipulated in Point a and Point b is not synchronized. For Eligibility Criteria Point B we recommend following AFC provider should carry out one of the following projects in the last 5 years in a Metro/LRT/Mono Rail System? (a) Must have completed ONE work of Contactless smart card -based AFC System of minimum value equal to INR 60 Crore OR (b) Must have completed TWO works of similar nature of Contactless smart card -based AFC System of each costing minimum INR 35 Crore each. OR (c) Must have completed THREE works of similar nature of Contactless smart card -based AFC System of each costing minimum INR 20 Crores each.	Refer Annexure to Corrigendum II Appendix A
84	Part 2 Works Requirement - General Specification	197, 1.2 Stakeholder Responsibility, Point 5	Implementation of acceptance infrastructure for Nagpur metro, feeder bus, parking system	We think its Typo Error, Please Confirm	Refer Annexure to Corrigendum II S.No. 7,8 & 9.
85	Part 2 Works Requirement - General Specification	201, PMPML Buses:	Bus ticketing Hardware and Software 1) Additional hardware infrastructure towards extending AFC system to PMPML buses in Pune, once they are launched. 2) Additional software towards extending AFC system to PMPML buses in Pune, once they are launched.	What would be the timeline for PMPML AFC Implementation? Kindly Share the detailed BOQ for PMPML Bus AFC Implementation, it will help us in effort & cost estimates	PMPML AFC system implementation is not part of this tender. FI needs to develop and issue NCMC cards which should be acceptable at NCMC compliant terminals at PMPML.
86	Part 2 Works Requirement - General Specification	Page No. 201 Bus TOM's and Depot Computers	Bus TOM's and Depot Computers 1) Additional hardware infrastructure towards extending AFC system for PMPML buses for card issuance and depot management in Pune, once they are launched. 2) Additional software towards extending AFC system for PMPML buses for card issuance and depot management in Pune, once they are launched.	What would be the timeline for PMPML AFC Implementation? Kindly Share the detailed BOQ for PMPML Bus AFC Implementation, it will help us in effort & cost estimates	PMPML AFC system implementation is not part of this tender. FI needs to develop and issue NCMC cards which should be acceptable at NCMC compliant terminals at PMPML.
87	Part 2 Works Requirement - General Specification	Page No. 201 & 202 Parking terminals Hardware and Software	Parking terminals Hardware and Software 1. Additional hardware infrastructure towards extending AFC system to Maha Metro Parking in Pune, once they are launched. 2. Additional software towards extending AFC system to Maha Metro Parking in Pune, once they are launched.	Need Complete BOQ for Parking Solution & Timeframe of Implementation. Please explain, How the Revenue Sharing will happen in Case of Parking?	Please refer chapter 10 of part II technical specification for parking solution. Parking AFC system implementation is not part of this tender. FI needs to develop and issue NCMC cards which should be acceptable at NCMC compliant designated terminals for Parking. Revenue sharing for Maha-Metro operated Parking shall be as per the revenue share for fare box revenues.
88	Part 2 Works Requirement - General Specification	Page 214, 1.18.1.2.3 Requirements for Class C	Maximum Temperature - 60°C	Request you to please consider 50 Degree, no OEM will certify 60 Degree C for the equipments	Refer Annexure to Corrigendum II S. No.6.
89	Part 2 Works Requirements – Technical Specifications	Page No. 393 Table 2.2: Phasing of Commissioning, Point 1 & 3	Priority Section #1 (about 7km) PCMC (incl.) to Dapodi (incl.) Operation Stations PCMC, Phugewadi & Dapodi. Rest Station of Priority section #1 shall be Skip Stations	The Proposed RoD timelines for Priority Section 1 & 2 is too Aggressive? When the LoA will be awarded? Please suggest the NTP Date? The expected ROD timelines will differ accordingly	Based on time available after LOA issuance, AFC system may be implemented with limited features as mutually agreed with bidder to support operation of section.
90	Part 2 Works Requirements – Technical Specifications	2.1.13, Page No. 400	The AFC Provider bidder shall be responsible for hosting the Central AFC solution at Cloud agreed by MAHA-METRO but also shall be responsible for deploying a central computer system at the operation control center respectively in Pune as identified by MAHA-METRO.	Please elaborate the exact requirement of set up of Central Computer deployment at OCC	AFC back office architecture depicted in RFP is for illustration purpose. Bidder may propose their own architecture during design phase, meeting the functional requirement.

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91	Part 2 Works Requirements – Technical Specifications	2.2.3, Page 402	The AFC system design shall meet the Pune metro requirement for handling at least 80stations, 400 Vans (expandable further up to 256 station and 800 vans but not to be limitedby any configuration parameter). The Central system should be scalable and integrated forPune metro future extensions (for data handling capacity as well as number of lines / stations/ equipment and smart cards by addition of extra hardware / up-gradation of existinghardware).	The RFP floated is for Revenue Sharing Model wherein Maha Metro will be paying the Ticketing revenue as per Current Scope of RFP for 30 Stations, however Maha Metro is asking to build the Hardware infrastructure for 80 Stations which is unrealistic. The AFC Software will be scalable to cater to asked requirement, however Hardware Provisioning will not be part of the Scope of the RFP, Please confirm	Tender condition prevails. AFC system need to be scalable for future installation.
92	Part 2 Works Requirements – Technical Specifications	Page 402	It also includes supply, installation and commissioning of all the networking equipment andcables for station LAN, Central Computer System LAN and for the connectivity with thecommunication backbone provided by Telecom Contractor.	Who will provide the external network connetivity like Thirrd Party Web Sites, Bank Interfaces etc.? Please clarify	Bidder will be responsible for external network connectivity like Third Party Web Sites, Bank Interfaces etc
93	Part 2 Works Requirements – Technical Specifications	Page No. 403	(b) Issuance Infrastructure: This shall comprise of setting up the issuance infrastructure atthe TOM and TVM machines. The TOM will be used to issue the personalized and nonpersonalizedEMV NCMC. The TVM shall also be capable of issuance of QR fare mediato the commuters along with the features to top up/add products to the EMV NCMC.	We request you to please remove the Card Issuance requirement from TVM	TVMs are expected to have the functions of dispensing of QR code tickets and topping up of cards. Card issuance provision is not expected from TVM.
94	Part 2 Works Requirements – Technical Specifications	Page 415, 3.7.10, e	(e) Consumable QR paper tickets, printer rolls, printer toners, printer papers sufficient foroperations during the DLP period	We request Maha metro to remove the Consumable scope from the Project deliverables	Bidder has to provide Consumable QR paper tickets, printer rolls, printer toners, printer papers sufficient for operations during the DLP and CAMC period
95	Part 2 Works Requirements – Technical Specifications	Page 411, 3.3.2	AFC Change: The following provisional change shall be provided to commuters as follows:	Predefined Coin Boxes will be assigned for dispensing the Coins, Coin Dispensing Module will not have the intellignet mechanism to identify the Coins, Please confirm the understanding	Bidder understanding is correct.
96	Part 2 Works Requirements – Technical Specifications	Page 417, 4.1.5.8	System should be capable of validating the QR codes offline also (In case of network loss atthe station Gate validators devices). When the communication with Back Office system isnot available the transaction would be validated offline at the Gate validators and should bebatch uploaded to Back Office once connectivity is restored.	QR issuance & validations can be online or Offline solution, should we consider QR solution as Offline only? In this scenerio even the QR Code Issuance will happen offline, Please confirm the understanding	QR issuance and validation will be both online as well as offline.
97	Part 2 Works Requirements – Technical Specifications	Page 422, 5.2.4.11	During power loss AG should shutdown gracefully through the UPS backup and alsocomplete the transactions initiated.	Can we proposed to achieve this functionality without use of UPS in each cabinet?	UPS is mandatory in AG, but any better proved solution may be considered as alternative during design phase.
98	Part 2 Works Requirements – Technical Specifications	Page No. 430, 5.3.14	Display: Should have atleast the following display requirements touch Screen	Can you please explain the use case for touch screen on Gate Validators?	Touch screen on gate validator not a mandatory requirement.

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99	Part 2 Works Requirements – Technical Specifications	Page No. 431, Point 5.4.5 & Page 435 Point 5.4.14	5.4.5: The design shall be compliant with the 'Persons with Disabilities' Act of India (wheel chairbound passengers); 5.4.14: Touch Screen	With only presence of Touch Screen as an interactive device for TVM, its not feasible to follow the Persons with Disabilities Act of India, How will Visually Impaired Passanger will select the desired option through touch screen?	Braille keyboard with audio prompt or any other suitable solution meeting the requirement will be accepted.
100	Part 2 Works Requirements – Technical Specifications	Page 410, Point 3.3.1 Page No. 435, Point 5.4.14	Point 3.3.1: Configurable upto five denominations Point : 5.4.14: 6 denomination of bank notes	We request Maha Metro to clarify the denomination requirement	Denomination requirement will be communicated to bidder after finalisation of business rule and fare structure.
101	Part 1 Section Key Details	Date & Time for Submission of Tender	On line submission up till 16:00 Hrs. on 11 July 2019 in Maha-Metro e-tender portal	Considering the complex requirements of the RFP it would require the bidder to liaise with multiple partners and require a large document set to collated and furnished to the agency as part of the bid submission process owing which would require signification time and efforts at the bidders end to compile an comprehensive proposal hence it is the request of the bidder to kindly extend the current bid submission date by 4 weeks till end of July which ever is acceptable to the agency	Date & Time of submission of tender : Up till 16:00 hours on 14-08-2019 Date & Time of opening of Tender : On 14-08-2019 at 16:30 hours
102	Part 1 Section IV (Page 28)	Form PER 2	Summarize professional experience over the last 15 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.	Request the agency to change the work experience requirements of personal to proposed resources current work experience for e.g. if a proposed resource has 8 years experience then he/she shall provide details of those 8 years work ex, as resources in organization with relevant experience may or may not have those many number of experience or for some of the roles in project may also not require those many years of exp.	Bidder's understanding is correct.
103	Part 1 Section IV (Page 44)	Form FIN 3.1	Financial data for the last five audited financial years has to be submitted by the Bidder in Form FIN-3.1 to 3.3	Request the agency to kindly change the clause from five year to three years which is in line with the Industry norms and practices for majority of the RFP's floated	Tender condition prevails
104	Part 2 - 1.4 Key Deliverables of FI (Pg. 199)	3(G)	Bank ATM services	Request the agency to clarify the following listed requirement does the agency expect the FI to deploy ATM on the metro station premises ?	FI has to support ATM services for NCMC card issued. ATM deployment at station is not a part of RFP.
105	Part 2 -11 Pune Mobile Application	11.1.3	E- wallet available for online transactions	IT is the understanding of the bidder the e-wallet balance in the mobile application will be an replica of the smart cards card host balance and not the card chip balance that will be used online for the transit fare payments , request the agency to concur on the following understanding	E-wallet will be replica of host balance. Bidder may also develop its separate E wallet.
106	Part 2 -11 Pune Mobile Application	11.2.12	Recharge the cards/e-wallet	It is the understanding of the bidder that the following use case will be for loading of the balance onto the NCMC prepaid card account/host balance facilitated through an PG integration through other bank cards (debit/credit/prepaid) and not the smart card chip/e-purse balance that would be used for payment of transit fares only , request the agency to concur on the following understanding	Recharge will done for host balance, SOP for transfer of balance from host to chip will be defined in design stage.

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107	Part 2 -11 Pune Metro Feeder Van Ticketing Integration	NFC Mobile Wallet	NCM bile Wallet Near Field Communication (NFC) enabled smart phones can be used payment media for transaction payments are transit and non-transit terminals. Mobile wallets will be based on HCE Host card emulation of the card application as per the EMV and payment Scheme framework in Android.	Request the agency to elaborate on the transit fare payment use case using NFC Mobile Wallet balance will the card host balance typically used for transit payments from an NCMC perspective will also be used for transit fare payments ? Or will the NFC e-wallet balance will the smart card chip balance ?	NFC wallet implementation method will be finalised during design phase as per the guidelines issued by regulatory bodies in this regard.
108	Part 2 -10 Pune Ticket Integration	NFC Mobile Wallet	NFC Mobile Wallet Near Field Communication (NFC) enabled smart phones can be used payment media for transaction payments are transit and non-transit terminals. Mobile wallets will be based on HCE Host card emulation of the card application as per the EMV and payment Scheme framework in Android.	Request the agency to elaborate on the transit fare payment use case using NFC Mobile Wallet balance will the card host balance typically used for transit payments from an NCMC perspective will also be used for transit fare payments ? Or will the NFC e-wallet balance will the smart card chip balance ?	NFC wallet implementation method will be finalised during design phase as per the guideline issued by regulatory bodies in this regard.
109	Part 2 -9 Issuer Smart Card Host	9.2 (9.2.1) Card Holder Management	The Smart Card host equipped with facilities to manage the database of passengers who have non-personalized / personalized Contactless Smart Media. The SCH have a provision to keep documents related to personalization.	Request the agency to clarify on the following requirement typically does the agency mean by personalization documents the CAF file used for generating the embossing files for personalized cards ?	KYC details required for issuing EMV card need to be captured in SCH.
110	Part 2 -9 Issuer Smart Card Host	9.3 Key & Certificate Management 9.3.3	The Key Management System also perform the initialization, including key injections of security components in the system such as the Secure Access Module (SAM) through a remote system without the need to make any hardware or onsite upgrades through remote key loading	Request the agency to elaborate on the following functional requirement with regards to the need for remote key management is the host expected to do a dynamic key exchange with the AFC back office system ?	Preferably key injection for validators needs to be done remotely from AFC Backoffice system, but this functionality may be reviewed during design phase to ensure secure key management.
111	Part 2 -9 Issuer Smart Card Host	9.8 Smart Card Personalization System (9.8.3)	At Pune Metro central location, personalized cards will be issued.	Will all the card personalization request processed through a Pune metro central location ? The subsequent functional requirement under the same section requires the FI to provide one card personalization set up at each of the agencies TOM locations ? Also owing to recent change in recent KYC regulations deregulation of Aadhaar as mandatory KYC document has resulted in all the KYC related process converted back to a manual process which would require collation and manual validation of the KYC document post collection which is a time intensive process , hence it is the request of the bidder that all card personalization requirements be converted to processing through a single location for customer needing personalized cards	Refer Annexure to Corrigendum II S.N. 11,16 & 17.
112	Part 2 -8 FI Integrations	8.3 Requirements of Merchant Acquirer System (8.3.5)	Should be able to manage all type of authorizations required for transit transaction types	Request the agency to clarify the requirement for type of authorizations it is the understanding of the bidder that from an NCMC specs perspective all the transit transaction authorization will be deferred/offline authorizations only . In case of an deviation from the following understanding request the agency to kindly clarify on the expectations	Acquirer should also be able to process, top-up, refund etc which are online transactions.

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113	Part 2 -8 FI Integrations	8.3 Requirements of Merchant Acquirer System (8.3.7)	Should be process the transactions as per the specifications provided the payment scheme / association.	Request the agency to clarify the requirement for transaction processing it is the understanding of the bidder the current transaction processing requirements shall be as per the NCMC specifications from the schemes issuing NCMC based card products only which would essentially mean all the transit fare payment transactions shall be processed in offline or deferred auth mode only	Acquirer should also be able to process, top-up, refund etc which are online transactions.
114	Part 2 -8 FI Integrations	8.2 Clearing & Settlement (8.2.2)(D)	Acquirer Terminal configuration parameters,	Request the agency to clarify on the end expectation from the requirement by giving some example of the acquirer terminal configuration parameters	End expectation is to push/update parameters to AFC devices (validator, TOM, TR etc) remotely from central back office system.
115	Part 2 -8 FI Integrations	8.2 Clearing & Settlement (8.2.2)(G)	Regular updates of Hotlist Database from Issuers through Acquirer / Payment scheme	It is the understanding of the bidder that the current specs for exchange of hot listed or blocked cards from various issuers to acquirers is under development for the NCMC Card products , request the agency to clarify or modify the following requirement and limit to lead FI issued cards only	Hot listing is limited to Lead FI issued cards only.
116	Part 2 -6 Central AFC Back office system	6.3 Cloud Hosting	Central Backoffice AFC system shall be hosted in cloud infrastructure for enabling convenient, on demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Cloud computing hosted compute service shall be offered through virtual public models.	PCI DSS 3.1 and higher requirements and FI internal InfoSec policies restrict/limits the hosting of the financial application and payment data on a public cloud set up , it is the understanding of the bidder that the acquiring switch and the card host shall be deployed at the FI's data center and a VPN connectivity shall be established to connect to the AFC back office system , request the agency to concur on the following understanding . Also will the agency provide for the network connectivity	AFC back office architecture depicted in RFP is for illustration purpose. Bidder may propose their own architecture during design phase meeting the functional requirement. Connectivity between metro stations will be provided by Telecom contractor, but within stations and outside connectivity will be the responsibility of bidder.
117	Part 2 -8 FI Integrations	8.2 Clearing & Settlement (8.2.2)(G)	Transit ticket purchases through Mobile should be interfaced from AFC through payment gateway of Acquirer.	It is a common practice that most of the banks and FI leverage third party payment gateway services for processing online payments which are a cost to the bidder is the bidder allowed to pass on these cost's to the end customer or will the agency compensate the bidder for these payment gateway services cost over and above the fare box revenue	Bidder have to bear and factor cost of payment gateway integration in their bid.
118	Part 2 -6 Central AFC Back office system	6.2 Central Computers (6.2.2.13)	Transaction should be back-up at EOD to DB backup server at OCC CC.	It is the understanding of the bidder that the current data back up requirement is for 3 years , request the agency to clarify or concur on the following requirement	Please refer clause 6.2.9.9 of Part II Technical Specification.
119	Part 2 -6 Central AFC Back office system	6.1.18 External Interfaces (6.1.18.1) MAHA-METRO web application	Central Backoffice should expose interfaces through web interfaces to the Pune Metro web application developed by MAHA-METRO service provider for ticketing information's, transit product information's, balance, perform online top-ups (if required) and commuter information for Web application.	Will this be an separate internet facing application which will be developed by Maha-metro and the scope of the bidder shall be to only interface with the following application	This clause is related to displaying AFC system information on Pune Metro's official website. This will include interface with Pune metro website service provider for exchanging correct and updated information.
120	Part 2 -6 Central AFC Back office system	6.1.16 Data Flow , 6.1.16.2	The data transmission between the devices and Central BackOffice shall be via wide area network links provided by the S&T (Telecom) Contractor of Pune Metro and network between OCC to cloud would be provided by Contractor through ISP.	Based on the following description it is the understanding of the bidder that the network connectivity will be provided by the agencies Telecom service provider (S&T) request the agency to concur on the following understanding	Connectivity between metro stations will be provided by Telecom contractor, but within stations and outside connectivity will be responsibility of bidder.

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121	Part 2 -6 Central AFC Back office system	6.1.15 Automatic Add Value 6.1.15.1	Automatic top-up of NCMC shall be possible on reaching a predefined threshold value. Operational mode and requirements are to be defined in co-operation with banks and credit/ Debit card providers or other Banking Channels.	An automatic top-up would require maintaining mandates at the bank or issuers end which can be triggered by the AFC , however it is the understanding of the bidder that his functionality will be limited to only participating banking & financial institutions within the Pune Metro Ecosystem (Banks onboarded by Pune Metro) request the agency to concur on the following understanding	There will be two types of auto top-up 1) transfer of balance from host to chip , based on SOP 2) top up of NCMC prepaid card through credit/debit card, banking channels if mandated by commuter.
122	Part 2 -6 Central AFC Back office system	6.1.15 Automatic Add Value 6.1.15.2	Top up via a dedicated website by use of a credit or debit card shall be included.	It is the understanding of the bidder that the dedicate website being referred to in this requirement in the pune metro internet facing applications only , and it shall be for loading the host and account balance only the chip balance update would require the card to be presented to an AVM or TOM machine request the agency to concur on this understanding	In case of prepaid NCMC card, web based top up of host balance to be managed by FI. Transfer of balance on chip will be done at TOM,TVM, AFC gate, TR based on the set SOP.
123	Part 2 -6 Central AFC Back office system	6.1.12 Update Management 6.1.12.2	Should be able to manage all the updates from the Backoffice systems for all categories Tariff, parameters, Hotlist, users etc.	The updating of hotlist will be limited to the lead FI issued cards only , request the agency to concur on the following understanding	Hot listing is limited to Lead FI issued cards only.
124	Part 2 -6 Central AFC Back office system	6.1.8 Banking Payments 6.1.8.4	All the credit / Debit card transaction performed at transit terminals should be processed by banking system and sent to Acquirer for approvals	Request the agency to clarify what is functional role of the banking system in the AFC back office system is the understanding of the bidder that all transaction on the transit terminals will by default land on the FI acquiring switch for processing	QR code based transactions will be processed by AFCS central computer. NCMC card based transactions will be sent to acquirer for approvals and same will be directed to issuer through respective payment scheme.
125	Part 2 -6 Central AFC Back office system	6.1.8 Banking Payments 6.1.8.4	All the credit / Debit card transaction performed at transit terminals should be processed by banking system and sent to Acquirer for approvals	Also is the expectation by the statement "Sent to acquirer for approvals" is to process other banks issues NCMC cards ? It is the understanding of the bidder from an Pune Metro ecosystem perspective is that the issuing and acquiring of transactions will be of the lead FI card transactions only ?	Transactions sent to acquirer for approvals will be directed to issuer through respective payment scheme.This include processing of other bank issued NCMC cards.
126	Part 2 -6 Central AFC Back office system	6.1.8 Banking Payments 6.1.8.3	Central Back office should be capable to sending the transaction to Acquirer payment gateway based on the card BIN range and manage the status of transactions.	Card Bin range look up is a typical functionality of the financial switch request the agency to clarify on the following requirement end expectation is the acquiring host needs to be deployed at the central back office as well ?	Separation and Management of transactions from different banks FI is the end expectation for BIN range based transaction management.
127	Part 2 -6 Central AFC Back office system	6.1.8 Banking Payments 6.1.8.1	The Central Back Office system has to interface with Bank Server and with Bank Payment Gateway for recharging/top-up of EMV cards through different Banking Channels. The solution shall be capable of interacting with Acquirer banks using the ISO 8583 as per specifications of a particular scheme (Visa, MasterCard and Rupay).	It is the understanding of the bidder that the schemes in consideration for the project is Visa , MasterCard & Rupay only request the agency to concur on the following understanding , also the card product in consideration from the following schemes perspective will be NCMC specification based cards only	Fare media will be NCMC card issued for any payment scheme including Rupay, Mastercard, Visa, etc.
128	Part 2 -6 Central AFC Back office system	6.1.4 Transaction Management (6.1.4.1)	The Transaction Management system shall acquire and process all the transactions from all fare media issued by MAHA-METRO at acceptance infrastructure	Request the agency to clarify on the following requirement is the expectation of pune metro to accept/acquire Maha-Metro cards as well in its ecosystem , also is the transaction management system envisaged differently from the FI acquiring and card host ? What is the scope of the fare media that would has envisaged to be acquired of Maha-Metro EMV , Des or Mi Fare cards etc. please specify	Transaction management system will include central computer of AFCS along with FI issuer and acquirer. Detail of fare media is mentioned in chapter 4, Technical Specification in Part 2 of tender document.

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129	Part 2 -6 Central AFC Back office system	6.1.4 Transaction Management (6.1.4.2)	Transaction Management system should acquire and process all the transactions from all the issuance channels for top-ups, update transit products, refund, renew, reissue cards etc.	Request the agency to clarify on the following requirement is the transaction management system envisaged differently from the FI acquiring and card host ? What is the scope envisaged scope or transaction flow from an refund perspective please specify	Transaction management system will include central computer of AFCS along with FI issuer and acquirer. SOP for different transactions including refund will be finalised during design phase.
130	Part 2 -5.5 Ticket Office Machine	5.5.7 Operational Requirements (5.5.7.3)	For issuing function, the amount of deposit shall be updated together with the initial amount of travel value or the selected period pass values through online process.	Request the agency to describe the user journey/transaction flow for the following functional requirement through an example	Clause is self explanatory .
131	Part 2 -5.5 Ticket Office Machine	5.5.2 Payment Methods (5.5.2.3) Prepaid Wallets	TOM should be able to complete a transaction accepting the stored MAHA-METRO prepaid wallet amount. Payment through Prepaid/Debit/Credit cards wallet should be available for all purchases.	Mobile Wallets currently used proprietary standards for storing money electronically most of the mobile payments enabled across the retail industry via wallets are one on one implementation of by third party service providers having one to one integration with these wallet companies like PayTM and mobikwik , hence would request the agency to limit the payment use case to open standard payments only or kindly provide the limited list of mobile wallets that the agency wishes to enable for payments in its ecosystem	Please read stored Maha-Metro co branded prepaid wallet amount as "Store value/Card balance of NCMC card".
132	Part 2 -5.4 Ticket Vending Machine	5.4.7 Payment Methods (5.4.7.3) Prepaid Wallets	TVM should be able to complete a transaction accepting the stored MAHA-METRO co branded prepaid wallet amount issued by MAHA-METRO. Payment through MAHA-METRO co-branded Prepaid/Debit/Credit cards should be available for all purchases except top-up to Wallet transaction.	Request the agency to clarify on the use case and interface or integration requirements does the FI need to integrate with Maha-Metro back end host to enable this transaction and also kindly clarify on " Except Top-Up to Wallet Transactions" Is the wallet top in consideration Maha-Metro wallet or Pune Metro Mobile ticketing application wallet	Please read stored Maha-Metro co branded prepaid wallet amount as "Store value/Card balance of NCMC card".
133	Part 2 -5.3 Gate validators design and features	5.3.17 Blacklisting/Positive List	Blacklisting / Positive list: Blacklisting of fare media application / service compartment at Gate validators should be executed based on the business rules. The detection of blacklisted fare media shall be recorded by the Gate validators and sent to central system.	It is the understanding of the bidder that blacklisting is limited to Lead FI issued cards only ? Request the agency to concur on the following understanding	Blacklisting is limited to Lead FI issued cards only.
134	Part 2 -4.0 DETAILED REQUIREMENTS FOR FARE MEDIA LAYER	4.1.8 Near Field Communication (NFC) based: 4.1.8.1	The Issuance ecosystem shall be designed to enable other emerging fare media technologies like Near Field Communication (NFC) to be introduced.	Request the agency to elaborate on the transactions flow via and NFC device in the Pune Metro Transit Ecosystem	NFC wallet implementation method will be finalised during design phase as per the guideline issued by regulatory bodies in this regard.
135	Part 2 -4.2 Description of Fare Products	4.2.6 Operating Day (4.2.6.3)	The tickets issued before midnight shall be valid up to 02:00 Hrs. of the following day.	Request the agency to clarify on the validity of the tickets issues before midnight is 02:00 Hrs. the following day or 05:00 Hrs.	For exceptional circumstances, ticket issued before midnight (00:00 Hrs) shall be valid up to 02:00 Hrs of following day.
136	Part 1 - Section 3 Eligibility & Qualification Criteria	4	FI should have experience of executing projects with loyalty program design or management of retail customer base	Request the agency to modify the following clause by accepting POWO orders only as required documentation for this criteria as the bidder has ongoing loyalty projects which are not live yet	Tender condition prevails.

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137	Part 1 - Bidding Procedures, Section III - Bid Data Sheet	7.3	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection., costs, and expenses incurred as a result of the inspection.	we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to death, personal injury of personnel or agents of Employer caused due to gross negligence or wilful misconduct of bidder while visiting the premises. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim.	Tender condition prevails.
138	Part 2 Work Requirement - General Specification	19.4.4 (a) (ii)	indemnify and save harmless the Employer against and from any damage or injury to the Employer or claims by third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them, and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto; and	we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to death, personal injury of any person caused due to gross negligence or wilful misconduct of bidder while execution of work. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim.	Tender condition prevails.
139	Part 3 - Section VIII- GC	1.13 (b)	the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.	we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to non-compliance of applicable law while execution of work. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim.	Tender condition prevails.
140	Part 3 - Section VIII- GC	4.16 (c)	the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.	we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to direct damage to Goods while transportation of goods by the Contractor and same is caused due to gross negligence or wilful misconduct of bidder while execution of work. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court, if MMRCL provides, prompt notice of claim, all information, support and cooperation reasonably required by the bidder with respect to the claim.	Tender condition prevails.
141	Part 3 - Section VIII- GC	15.5	The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].	As service and solution fee is based on the multiple factors like (a) tenure of the Agreement, (b) scope of services, (c) LD, (d) penalty, (e) AMC, (f) warranty, (g) BG, etc. we request MMRCL to exercise the right to terminate the agreement only if the bidder commits breach of material terms of the Agreement and fails to rectify such error within 30 days from the date of receipt of notice specifying such default. Thus, we request MMRCL to kindly remove termination for convenience.	Tender condition prevails.

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142	Part 3 - Section VIII- GC	17.1	<p>The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and</p> <p>(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them. The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].</p>	<p>As MMRCL has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or wilful misconduct of bidder while delivering service; and (b) IP infringement claim to the extent same is made against MMRCL due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund MMRCL solution fee paid by the bank less 5 year depreciation. These are the sole remedy of MMRCL for any claim.</p>	Tender condition prevails.
143	Part 3 - Section VIII- GC	17.5	<p>In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement. Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause. The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <p>(a) an unavoidable result of the Contractor's compliance with the Contract, or</p> <p>(b) a result of any Works being used by the Employer:</p> <p>(i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or (ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract. The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible. If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.</p>	<p>We request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to IP infringement claim to the extent same is made against MMRCL due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund MMRCL solution fee paid by the bank less 5 year depreciation. These are the sole remedy of MMRCL for any IP infringement claim.</p>	Tender condition prevails.

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144	Part 3 - Section VIII- GC	17.6	Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub- Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights]. The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.	As scope of work under this RFP is limited to design, develop, configure, install, test, commission, hosting, provide maintenance and support of AFC, interface, open architecture and mobile app. We request MMRCL to restrict Bidder's liability to the PO value and consider following revised Limitation of liability clause: <i>In no event either Party will be liable to other Party for any indirect, incidental, consequential, special or punitive damages or for loss of profit or revenue, loss of time, opportunity, or data, whether in an action in contract, tort, product liability, statute, equity or otherwise. Bidder will not be cumulative liable to MMRCL for any amount greater than the purchase price or service fee set forth in applicable purchase order.</i> <i>Notwithstanding the above (a) Bidder's liability for personal injury, including death as specified in sub-clause 17.1, will be unlimited to the extent same is caused by Bidder's gross negligence or wilful misconduct; (b) Bidder's liability for non-compliance of laws applicable to Bidder for delivery of product, software or services under this Agreement; and (c) Bidder's liability for Intellectual and Industrial Property Rights under sub-clause 17.5 is not limited by this Agreement.</i>	Tender condition prevails. Refer Section IX – Particular Conditions(PC) Part A - Contract Data S.N 48
145	Part 3 - Section IX- PC and PC -3 Additional clause - Design	7.1 (g)	The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.	As Bidder is liable to indemnify MMRCL for any IP Infringement claim in clause 17.1 and 17.5 of Part 3 - Section VIII of the GC, we request MMRCL to kindly delete this indemnity.	Tender condition prevails.
146	Part 3 - Section IX- PC	17.1	The Contractor shall indemnify and hold harmless the Employer (Maharashtra Metro Rail Corporation Limited), the Project Owner (Maharashtra Metro Rail Corporation Limited (Maha-Metro)), the Engineer, the Designated Consultants and Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to: <input type="checkbox"/> sickness, or disease, or death of, or injury to any person; and <input type="checkbox"/> loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and <input type="checkbox"/> loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier. The Contractor shall also indemnify and save harmless the Employer and the Project Owner from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in the GC. All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Engineer as to compensation claimed shall be final and binding.	As MMRCL has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or wilful misconduct of bidder while delivering service; and (b) IP infringement claim to the extent same is made against MMRCL due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund MMRCL solution fee paid by the bank less 5 year depreciation. These are the sole remedy of MMRCL for any claim.	Tender condition prevails.

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147	Part 3 - Section IX-PC	PC - 3 - Additional Clause - design - Intellectual Property Rights and Royalties	The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract. Insofar as the patent, copyright or other	We request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to IP infringement claim to the extent same is made against MMRCL due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund MMRCL solution fee paid by the bank less 5 year depreciation. These are the sole remedy of MMRCL for any IP infringement claim.	Tender condition prevails.
148	Part 2 Scope of Works	2.1 General Description (2.1.16) pt. 12	Smart Card Host Including Key Management Facility	Request the agency to clarify on the end expectation from the stated requirement , as the agency is aware that the key management facility and the smart card host (application hosting the card data) are different items, Instead does the agency mean by the requirement that the smart card host should be capable of key management to enable key exchange with external system for transaction processing ? Please clarify	This clause describe high level responsibility matrix among FI, AFC provider and Pune Metro. Please refer Clause 9.3 of Part II Technical specification for further detail.
149		Pg 573 of 1149 23.2	On-Site Testing and Commissioning	Please add the following: On-site testing shall be performed by an independent test agency who have experience working with NPCI, EMV co as well as on transit projects.	On site testing and commissioning will be carried out by bidder in the presence of Employers representative.

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150	Pg 406 of 1149	2.4.6.	Test Lab	<p>Contractor shall employ third party independent testing agency to perform on-site testing and submit the audit report of the testing. The test agency undertaking the On-site testing shall also provide following services:</p> <p>Advisory Services: - Provide advisory and technical support for the project to Pune Metro Officials as well as the bidders in the design review of the solution - Provide technical advisory and support on aspects like Functional, Business Use Cases, Security, Risk Management during initialization & design of the project.</p> <p>QR Solution Compliance Services: - Guidance on Quality Assurance best practices for Paper Based Ticketing and Mobile ticketing like QR-Code for transit solutions.</p> <p>EMV Open Loop Transit Consultancy Services: - Guidance on global best practices and implementation of EMV for transit solutions, including support on specifications, certification process and optimal operation standards for an Open Loop system.</p> <p>Gap Analysis: - Provide Pune Metro with a good visibility of best practices of global AFC requirements, performance and needed quality assurance strategy</p>	No such functionalities proposed by bidder w.r.t Test lab is required.
151	pg.399	2.1.4	There is no requirement mentioned	Do we have to ignore this?	Refer Annexure to Corrigendum II S. No.10.
152	pg.411	3.5	Infra requirement	Who will be doing this?	Bidder shall provide said infrastructure.
153	pg.412	3.5.2	Human Machine Interface Development	Need Elaboration	HMI consoles are mentioned in the clause to ensure safety, security and reliable operation of AFC workstations.
154	pg.416	4.1.4	NFC Mobile Wallet	Emulation to be done on secure element?	NFC wallet implementation method will be finalised during design phase as per the guideline issued by regulatory bodies in this regard.
155	pg.499	9.1.5	Personalized Cards with min KYC details shall be issued from TOM	This will be manned only or unmanned also?	Non personalized instant card will be issue through manned TOM.
156				How bulk ticketing will be done?	QR(Group) tickets will be issued for bulk ticketing.
157	PART 2	13	Bus ticketing integration	All city busses have to be compliant to AIS 140 standards - do we need to integrate with the AIS systems installed in the busses ?	NCCM cards will be issued by FI which will be accepted at NCCM compliant terminals at PMPML.
158	PART 2	10.4.2	ETM specs	Visa and MasterCard schemes Remarks-Visa and MC kernel specs are not released yet, how do we quote for this ?	Bidder should assess and factor the cost of kernel development in its bid.
159	Part I- Section III	3.1-3.6	Financial Situation and Performance	Can parent / affiliate company revenue and net worth be borrowed for financial qualification? This will allow newly established companies such as us with global brand backing to bring cutting edge technology and investments to Pune Metro	Work experience credentials of parent company along with PCG (Parent company guarantee) and PCU (Parent company undertaking) would be accepted. However no financial credential of the parent company can be taken by the bidder for qualification.

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160	Part I- Section III	3.1-3.6	Financial Situation and Performance	Can the financial qualification\ criteria be relaxed for consortium members when it can be fulfilled by the prime bidder or the rest of the consortium members This will allow emerging technology players to take invest and take part in the bid	Refer Annexure to Corrigendum II Appendix A
161	Part I- Section II	4.1	Maximum number of members in the JV/consortium shall be: 3 (Three)	Can the maximum number of consortium members be increased to 4? The tender has mandated that bank and AFC player are mandatory. Increase in consortium players will allow for system integrator, AFC maintenance, technology platform players to take part in the bid	Tender condition prevails.
162	Part II-Section VII-A	1.3	Bus ticketing hardware and software	Is the bidder expected to integrate AFC with PMPML buses- both hardware and software? Should the bidder provide AFC software for PMPML as well? When is this integration planned and how many ETM's are required for PMPML buses?	PMPML AFC system implementation is not part of this tender. FI needs to develop and issue NCMC cards which should be accepted at NCMC compliant terminals at PMPML.
163	Part II- Section VII-B	3.7.1	Whilst the civil infrastructure design of each station has been designed to accommodate the traffic over the future decades, ticket halls within each station shall initially be sub-equipped with AFC system to meet Year 2031 traffic projections as mentioned in DPR	How did you come up with the 3-4 lakh ridership for one corridor with approx. 14 stations? For example, Chennai metro with 2 corridors and 30 stations is able to reach 80k ridership by the end of 2nd year. Do we foresee ridership jump from PMPML buses into metro?	Ridership data is based on Detail Project Report(DPR) prepared for Pune Metro Rail Project and the same is available on below link. www.punemetrorail.org/download/PuneMetro-DPR.pdf
164	Part II- Section VII-B	13.2	Bill of Quantities for Pune Metro	How do I estimate the feeder ridership - when is this becoming operational? How many buses are expected to be run? What is the ramp up plan? (As the AFCS capability is expected to hold 400 vans) Will there be separate tender for feeder services? Will the feeder service provider build an application for booking shared ride? If yes, when should the integration between feeder application and the smart card happen? Also what would be the average ride fare for a feeder ride?	Feeder service will be provided by MahaMetro for commuters last mile connectivity. The hardware & software integration is covered under the scope of RFP.
165	Part II- Section VII-B	2.2.3	The AFC system design shall meet the Pune metro requirement for handling at least 80 stations, 400 Vans (expandable further up to 256 station and 800 vans but not to be limited by any configuration parameter). The Central system should be scalable and integrated for Pune metro future extensions (for data handling capacity as well as number of lines / stations/ equipment and smart cards by addition of extra hardware / up-gradation of existing hardware).		
166	Part I- Section- II	4.1	A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement. In the case of a JV:	Can the JV requirement be relaxed and a consortium agreement can be held as proof of partnership instead as it involves many procedural complexities?	Bidder may be JV or consortium. JV/Consortium through a notarized JV/Consortium agreement with clear details of responsibility of the scope assigned to the consortium members is acceptable. Notwithstanding this the responsibility for entire scope would be joint and several for each member.
167	Part I- Section III	4	Bidder should be a Bank/Financial Institution/Non-Banking Finance Company/AFC service provider/AFC Integrator/ITITES integratoa duly incorporated under the relevant statutes and regulations since the last 05 years.	Can the requirement of" existence for 5 years" be relaxed for the consortium members other than FI and AFC provider to allow startup's set up by leading brands/companies to participate as a consortium partner?	Tenders condition prevails.
168	Part I- Section II	ITB 18.5	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	2.5% commission seems very low and we the bidder cannot recover the cost of the investment with the royalty mode expected in the tender. Can the commission be increased and can royalty/VGF model be considered? Increased commission+ VGF will help bidders breakeven on this project.	Refer Annexure to Corrigendum II S. No.2,3 & 4.

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169	Part I- Section II	ITB 38.1	The bidder should quote the royalty payable to Pune Metro over 10 year contract period on an annual basis;		
170			Common card with PMPML	Will the same card be used for PMPML and Pune metro? If PMPML and metro cards are different, it will impact revenues based on transactions and two different cards would make investment for PMPML hardware and software non lucrative and not worthy.	PMPML AFC system implementation is not part of this tender. FI needs to develop and issue NCMC cards which will be accepted at NCMC compliant terminals at PMPML.
171	Part 3- Section IX	2.5	1. The 1st Annual Premium (25% of the Royalty payment) shall be paid by the Contractor within 28 days after receiving the Letter of Acceptance. 2. The 2nd Annual Premium shall be paid by the Contractor within 90 days after the Revenue Opening Date (ROD) of last metro station. 3. The Annual premiums for all remaining years shall be paid by the Contractor within 30 days of the Contract signing date anniversary.	Does the 10-year tenure kick in from the date of signing of LOA or the completion of the last metro station/gate? If it is the last metro gate, will bidder have access to revenues from the first commercial operation date? When will the royalty payout commence?	10 year tenure kick will start from ROD of last metro station work. Revenue will be shared with bidder from opening of first section. Refer annexure to Corrigendum II S.No.18.
172	Part1– Bidding Procedure	4.5 (c) Manufacturer's Authorization Form	We hereby extend our full guarantee and warranty for the complete project duration, with respect to the Goods offered by the above firm in reply to this Invitation for Bids	Since the project overall period is 15 years. Manufacturers (OEM) cannot extend warranty for such a long duration. It is requested that the full guarantee and warranty may be limited to DLP (defect Liability Period) of the Project. The warranty for components under Technical Requirements is also for the DLP eg. 5.5.5.1-work station, etc.	Bidder to provide warranty limited to DLP + CAMC period for Hardware. Refer Annexure to Corrigendum II S.No. 23,24 & 25 .
173	Part 2 Works Requirements – Technical Specifications	5.5.5 Specifications of Ticket Office Machine 5.5.5.2 Contactless Smart Card Reader	Certification - EMV ---EMV Level 1, EMV level-2 Master Card PayPass / Visa payWave / RuPay qSparcless	Please also add PCI-PTS certified. As per RBI any Contactless reader dealing with Open Loop Payment has to be EMV and PCI certified. Please also correct as Rupay qSPARC 2.0 certified. Regarding Vibration and shock testing it is recommended that terminals should be -- 2. IEC- Railway Standard approval for Vibration and Shock- IEC	Tender condition prevails.
174	Part 2 Works Requirements – Technical Specifications	13.5.17 Below is the minimum specification of ETM terminals, Point no. 13	Certification EMV Level 1 & 2 and PCI-PED V-3.x certification	Since this is a validator for accepting NCMC, please note that it has to be EMV L1, EMV L2, qSPARC 2.0, PCI-PTS 4.x	Please refer clause 5.3.2, where it is required to be certified for all PCI norms.
175	Part 2 Works Requirements – Technical Specifications	5.3 Gate validators design and features	5.3.2 Compliant with all PCI norms	1. terminals to be PCI-PTS certified. Please also add – 2. IEC- Railway Standard approval for Vibration and Shock- IEC, 3. Protection Class (Front side) IP 65	Tender condition prevails.
176	Part 2 Works Requirements – Technical Specifications	5.4 Ticket Vending Machine (TVM) 5.4.12.23	5.4.12.23 TVM components shall comply with all the PCI DSS 3.1 standard	Please note that Terminals/ components of TVM require to be PCI-PTS certified. PCI-PTS is component/ Terminal level certification, whereas PCI-DSS is network/ server related certification	TVM validator should be complaint with all relevant PCI norms.
177	Part 2 Works Requirements – Technical Specifications	5.4.14 Specifications of Ticket Vending Machine	Contactless Smart Media- Certification EMV Level 1, Level-2 MasterCard PayPass / Visa Paywave / RuPay qSparc	Certification EMV Level 1, Level-2 MasterCard PayPass / Visa Paywave / RuPay qSPARC 2.0 , PCI - PTS 4.X. As per RBI guidelines all terminals / Readers for Open Loop Payments has to be PCI Compliant.	TVM validator should be complaint with all relevant PCI norms.
178	Part 2 Works Requirements – Technical Specifications	5.4.14 Specifications of Ticket Vending Machine	Credit / Debit card reader-PIN Pad Magnetic stripe and contact interface ISO 7816, EMV level-1, PCI DSS 3.1 certified	Credit / Debit card reader-PIN Pad Magnetic stripe and contact interface ISO 7816, EMV level-1, EML Level-2 PCI -PTS Certified.	Card reader should be compliant to all relevant PCI norms.

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179	Part 2 Works Requirements – Technical Specifications	10.4.5 Below is the minimum specification of ETM terminals	13 Certification EMV Level 1 & 2 and PCI-PED V-3.x certification	Certification EMV Level 1 & 2, Rupay qSPRAC 2.) and PCI-PTS 4.x certification	ETIM reader should be compliant to all relevant PCI norms.
180	Part 1	ITB 18.5	2.5% revenue share for fare box transactions	2.5% of commission share with FI is very less in value and it doesn't support the business model against the investment expected in the project from FI. Since for acceptance of other bank's card, interchange is to be paid to the issuer from acquirer which is an additional cost to acquirer. The cost can not be managed by 2.5% commission share. Request you to take this into consideration alongwith the fees acquirer pays to issuing bank as switching fees.	Refer Annexure to Corrigendum II S. No.2. Bidder has to factor interchange fee and switching fee for "off us " transaction in their bid
181	t1– Bidding Procedure	SectionI– Eligibility and Evaluation Criteria--> Page No. 53--> Point 3. Financial Situation and Performance	Financial Capabilities (Liquidity / Working Capital) Average Annual Turnover Profitability Net Worth	The primary reason for the Bank to be part of the project as a lead bidder is because Banks have a very strong financial capability and have the appetite to absorb the financial risk in such huge projects. Such financial eligibility criteria can be easily fulfilled by the Bank alone and should not be mandatory for other parties. MSME's are the backbone of any developing economy. To support and promote MSMEs, the Government of India through various subsidies, schemes and incentives promote MSMEs through the MSMED Act. For an MSME to bid as a consortium member these financial conditions should not be applicable. Request you to consider participation of MSME by giving relaxation on the financial eligibility.	Refer Annexure to Corrigendum II Appendix A
182	t1– Bidding Procedure	SectionI– Eligibility and Evaluation Criteria--> Page 63--> Point 4. Experience--> Sub Point 4.2 Specific Experience--> (a)	AFC PROVIDER as part of consortium should have experience of working on multiple modes of transport (with at least 350 buses and 24 metro / light rail / tram/mono rail/suburban train stations) OR AFC provider as part of consortium should have experience of working on multiple modes of transport accepting EMV contactless cards (with at least 100 buses and 10 metro / light rail / mono rail / tram/ suburban train stations).	The selection criteria should have more emphasis on Technology solution providers who have implemented/implementing Open Loop NCMC based interoperable transit systems which enables complex processes and procedures of acquiring interoperable transit transactions and also providing settlement, reconciliation of transit AFCS transactions which is a far more complicated activity as compared to just providing AFCS. Not all AFCS players would be able to play these complicated roles.	Tender condition prevails.
183	t1– Bidding Procedure	SectionI– Eligibility and Evaluation Criteria--> Page 63--> Point 4. Experience--> Sub Point 4.2 Specific Experience--> (b)	AFC provider should carry out one of the following projects in the last 5 years in a Metro/LRT/Mono Rail System? (a) Must have completed ONE work of Contactless smart card-based AFC System of minimum value equal to INR 120 Crore OR (b)Must have completed TWO works of similar nature of Contactless smartcard-based AFC System of each costing minimum INR 75 Crore each OR (c)Must have completed THREE works of similar nature of Contactless smart card-based AFC Systemofeachcosting minimum INR 60 Crores each	All the current Transit projects in India are being executed in BOOT model. Hence it becomes impossible to showcase such large project value. We suggest removal of this clause. The core requirement for the experience evaluation should be total number of stations in which the AFCS solution is implemented or the number of buses in which AFCS is implemented rather than having a financial number in terms of project value	Refer Annexure to Corrigendum II Appendix A
184	Part-1, Section -III	Eligibility Criteria	FI should have the experience of co-branding card services with other organizations / institutions	Please clarify, if projects for launch of such co-branded cards is under progress, will it be considered as eligible?	Tender clauses are self explanatory.
185	Part-1, Section -III	Eligibility Criteria	FI should have the experience of executing projects with loyalty program design or management of retail customer base	Please clarify, will a bank having retail customers accounts suffice the criteria clause or any other specific service is asked for?	Loyalty feature in retail customer account will be considered to be eligible.
186	Part- 1 Section -II	38.1	The bid with the highest NPV will be the successful bid.	The unnecessary escalation of the NPV may happen in this case and the bid structure may get distort making the bid unviable.	Refer clause 6.4 For calculation of the NPV, the future values shall be discounted at a discounting rate of 12.50%(twelve and half percent).

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187	Part- 1 Section -II	18.5	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	Please clarify that after certain years, all types of NCMC cards shall be accepted. Who shall bear the cost of payment scheme and the interchange income to be shared with such other Issuers? Our recommendation is that NMRCL to pay such charges as defined by the payment scheme then or increase the current revenue share covering such charges.	Bidder has to factor interchange fee and switching fee for "off us " transaction in their bid
188	Part- 1 Section -II	18.5	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	Please consider that the commercials provided are unviable for any investor. Please look into the per ticketing revenue sharing. It should atleast help the investors to break even on assured revenues over the period of contract	Refer Annexure to Corrigendum II S. No.2
189	Part-3	1.1.3.10	"Contract period means, the period commencing from the date mentioned in the letter of acceptance (Ref Clause 8.1, Part B, GCC) until the date of contract expiry. The Contract duration is 10 years from the date of Go Live of last station.	The contract period should be extended for 15 years to make the bidder's bid viable and competitive	Tender condition prevails.
190	Part-1 Section -II	47.3	FI being an acquirer shall allow cards issued by other banks to the AFC system. The terms & conditions and interchange fees between acquirer and issuer shall be decided by the respective FIs and subject to approval by the Employer shall be implemented within a period of 3 years from the date of revenue operational day of the last metro station to go live.	Please clarify that there will be exclusivity on acquiring for the cards issued by the selected bank for the first 3 ears after go-live and thereafter the market interchange fee rates shall apply.	Bidder has to factor interchange fee and switching fee for "off us " transaction in their bid . Which will be applicable after exclusive period.
191	Part-2	1.3.3	Conceptual View of Proposed for Smart Card based AFC system	Please clarify that diagram Shows L2 in OCC if for online QR operation handling includes Issuance, validation and exceptional handling and AFC core engine as L3 will be hosted in cloud which will be accessible in OCC through workstation for Monitoring, Reporting, Configuration etc. and L4 is a part of L3.	AFC back office architecture depicted in RFP is for illustration purpose. Bidder may propose their own architecture during design phase meeting the functional & technical requirement.
192	Part-2	2.1.1	The objective of this project is to provide automatic fare collection system for Pune Metro Rail project, feeder vans, , MAHA-METRO operated parking ticketing. The Contractor shall be responsible for installation of the end to end EMV NCMC based AFC system at the required number of stations, feeder vans, parking lots with each devices connected to the Central Backoffice AFC system.	a. will NMRCL be the single point of contact for AFC implementation in feeder and parking or FI will have to liasion with respective entities. b. The AFC system is expected to do fare calculation for Feeder and Parking. Is that understanding correct? Are the business rules for these systems ready for sharing with FI?	1.Bidder may have to interface with respective agencies appointed for implementation/operation of feeder and parking solution. 2. Feeder and parking ticketing will be part of AFC system. Business rule for same will be framed later before implementation.
193	Part-2	2.2.1.7	Develop and implement interfaces with MAHA-METRO SAP for Integeration of transaction data from AFCS. SAP interfaces will provided during the design phases.	Maha Metro will have their own SAP system and AFC system just need to send some transaction data to SAP. Is this understanding is correct?	Maha Metro will have their own SAP system and Revenue reports of AFC system need to be shared with Maha Metro SAP by successful bidder.
194	Part-2	2.4.2.1(h)	Station computers with printers, toners and printer papers	Printer and Toner are consumable items and should be fixed quantity or out of the scope. Please clarify	All the consumable will be supplied by bidder as per actual requirement.
195	Part-2	3.4	Blacklisted Tickets/Cards	EMV card blacklisting will be done by card host system but not by AFC system. Blacklist of SJT/RJT/Group ticket not beneficial from operation & business point of view. As these are only one time usable tickets and usually valid for same business day. This is unnecessary burden on infrastructure. Suggest you to drop this clause.	AFCS should be able to blacklist QR tickets after their intended use, so that these cannot be used again.
196	Part-2	3.7.10	Consumable QR paper tickets, printer rolls, printer toners, printer papers sufficient for operations during the DLP period	Consumable qty. seems to be unlimited. It should be fixed supply qty. or else it would lead a huge capex cost to contractor and wastage.	Bidder has to provide Consumable QR paper tickets, printer rolls, printer toners, printer papers sufficient for operations during the DLP and CAMC period.
197	Part-2	4.1.4	Types of Fare Media: AFC system shall process the following type of fare media in Pune	Please clarify The term 'EMV Prepaid cards'above or elsewhere in this document shall be construed to include 'EMV debit cards and EMV credit cards'. As this is a card based system requirement then why credit cards acceptance mentioned here?.	Any NCMC card whether Prepaid, debit or credit card will work as a fare media in AFCS.

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S.No.	Volume	Clause No.	Brief Clause Description	Applicant's Query / Suggestion	Response of Maha Metro
198	Part-2	4.1.5.8	System should be capable of validating the QR codes offline also (In case of network loss at the station Gate validators devices). When the communication with Back Office system is not available the transaction would be validated offline at the Gate validators and should be batch uploaded to Back Office once connectivity is restored.	QR Codes can be Issued and validated offline in extraordinary situations but this will bring another issue that QR Code can be validated multiple times during this offline mode which brings the fraud in the system and commercial loss. Which corporation will bear this loss?. Please remove offline	Offline validation is required to ensure system availability during offline scenario like network failure.
199	Part-2	5.2.9	Flap Gates Design Specifications	SLA 45 Passengers Per Minute for EMV cards. Practically achievable no. is 35 Passenger per minutes with EMV card. Suggest you to reduce it to practical levels of achievability	AFC system need to be designed for meeting SLA of 45 passengers per minute. SLA will vary as per type of usage by passengers.
200	Part-2	5.7.20	Below is the minimum specifications of the handheld devices	Min 2 SAM slot not required. 1 SAM slot is enough as EMV certified device shall have secured area for storing the keys.	Requirement of SAM slot can be reviewed during design phase.
201	Part-2	5.8.3	TR: They facilitate reading out of ticketing information from the EMV fare media and QR codes.	It is suggested that the code analysis will create a burden on the system as it will require online enquiry to OCC. Drop the QR code analysis.	QR code analysis at ticket reader is required to show information related to validity of ticket in case of over traveling, overstaying etc
202	Part-2	6.1	Central AFC Back Office System	Clearance & Settlement. This will be done by card acquiring host system but not on AFC system. Station will send the settlement data directly to acquirer.	As a consortium bidder, Clearance & Settlement will be responsibility of both AFC provider and FI.
203	Part-2	6.1.4.5	The Transaction Management system shall actively update its Contactless Smart Media Blacklist Table by adding / removing Contactless NCMC IDs when the Contactless Smart Media has been blocked physically by the issuer Bank	Blacklist table for EMV cards will not be managed at AFC until AFC system will be PCI_DSS. This is against the banking regulator rules	AFC gates will not store sensitive data of commuter, blacklist file will be stored in AFC gates in form of tokenized reference number.
204	Part-2	6.1.9	Certificate Management	EMV related keys will not be manage at AFC. It shall be a part of EMV Card host System.	Certificate and key injection will be part of scope of work for both AFC provider and FI.
205	Part-2	6.2.1.11	In the event of a failure of the data transmission network. Station devices will independently record all transaction and alarm/alert data for a period of not less than 15 days and all data stored will be transmitted to the OCC CC BackOffice System once the system is fully operational through batch process.	Alarms/alerts are useful for online monitoring only. Storing alarm data for 15 Days will consume large memory and it will not be of any use later. Suggest you to please reduce the duration from 15 days to 3 days or remove it .	This feature is essential for ensuring offline working of station device. Requirement of reducing no. of days for storage of transaction data and alert/alarms can be reviewed during design phase.
206	Part-2	6.3.1	Contractor's Cloud Service Providers (CSPs) shall provide the IaaS as service for hosting the AFC backoffice solution and also provide DRaaS in case of Disaster recovery with the primary system	For Cloud Based Disaster Recovery services, Maha Metro will suggest any specific location or FI can decide own its own. Kindly furnish some more detail and specification	AFC back office architecture depicted in RFP is for illustration purpose. Bidder may propose their own architecture during design phase meeting the functional & technical requirement
207	Part-2	7.1	Network Architecture	Back bone communication channel for station to OCC connectivity will be dark fibre or ethernet based accordingly network architecture of AFC will be designed. Please confirm	Preferably backbone communication channel will be ethernet based but if bidder desires it may opt for dark fiber option.
208	Part-2	9.8.4	FI should provide one card personalization solution infrastructure at the each TOM counters.	What does means "FI should provide one card personalization solution infrastructure at the each TOM counters" Please clarify if the instant issuance solution is required at each TOM location.	Non personalized card will be issued from TOM counters, Personalized cards will be issued through banking channels.

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209	Part-2	10.4.2	Parking ticketing Sub-System	Please clarify that who will provide SIM & bear operational cost of GPRS based transactions on the Parking terminals?	Bidder will provide SIM & bear operational cost of connectivity/GPRS for Parking terminals.
210	Part-2	11	PUNE METRO MOBILE APPLICATION	Is that understanding correct that a fresh Mobile App for the MAHA Metro is to be created ? Also, There are not many windows phone in the usage at present, suggest to make it for IOS and Android based user group.	Mobile app to be developed by bidder, Development of window based mobile app will be decided during design stage.
211	4 Pricing Bid Document	INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT Page 1137 Section 2-Revenue Sources	Bidders can refer to the ridership and traffic estimates projections of the Detailed Project Report of Pune Metro available on the portal of Pune Metro Rail Project for assessment of the ridership. However, Bidders are encouraged to conduct their own due diligence studies, including primary surveys, secondary research, other public transport agencies traffic data etc for assessment of ridership data. Further, the Employer shall not reimburse cost towards any survey or cost incurred by the bidders to conduct such studies. For clarification purpose, the Employer does not guarantee the ridership projections as quoted in the DPR.	From past experience we have seen that the ridership number that are given as projections or in the DPR are not fulfilled by even 10% in some cases. Request you to give us a minimum guarantee on the ridership numbers	Tender condition prevails.
212	PART 1	II B ITB 18.5 Pg.399		2.5% of commission share with FI is very less in value and it doesn't support the business model against the investment expected in the project from FI. Since for acceptance of other bank's card, interchange is to be paid to the issuer from acquirer which is an additional cost to acquirer. The cost can not be managed by 2.5% commission share. Request you to take this into consideration alongwith the fees acquirer pays to issuing bank as switching fees.	Refer Annexure to corrigendum II S. No.2. Bidder has to factor interchange fee and switching fee for "off us" transaction in their bid
213	PART 2	1.1 Point 5 Pg.195		Please explain what are the corporate banking requirements are envisaged here, also if it is a mandate for the contract.	Maha Metro shall facilitate with all the necessary support for assisting in corporate banking and other requirement associated with PMRP.
214	PART 2	1.2 Point 2 Pg.197		W.r.t other public transport apart from metro, please explain the governing body with which the recon and settlement of the reports will be done and the requirement on that front w.r.t time and other details.	Both EMV card issued by FI and AFC system should be NCMC compliant. NCMC card offered by FI should work in other open loop transit system, and AFC system offered should be able to accept any banks NCMC card. Off us transaction will be settled through relevant payment scheme.
215	PART 2	1.3 Image Pg.198		Any technical specification for the Acquiring platform envisaged? What will be the scope of it?	Acquirer host should also be capable of processing Off us transaction of any payment scheme.
216	PART 2	1.3 Image Pg.198		Central clearing and settlement house will be established at the FI discretion depending on the need and feasibility.	This will be decided during design phase
217	PART 2	1.3 Image Pg.198		It is hereby understood that the extended bank services are incorporated in corporate banking requirement only. Please confirm	Bidder's understanding is correct.

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218	PART 2	1.3 Image		What are PMC and PCMC parking, how will they be marked and the body administering them and the total count?	PMC and PCMC parking AFC system implementation will not be part of scope of work for bidder.
219	PART 2	1.4 Point 2 Pg.199		Are non-personalized cards also envisaged through this arrangement in the future?	Non personalized card will be issued from TOM counters, Personalized cards will be issued through banking channels.
220	PART 2	4 Pg.199		What efforts will be out in by Maha metro towards marketing of the card?	FI will be responsible for marketing of Card.
221	PART 2	1.4 Pg.200		It is understood that the transaction will be On-us transactions i.e the acquirer and issuer will be the same. Please confirm the tenure for the same	FI will be issuer at metro station and acquirer for AFC transactions for entire contract period. For initial three years only card issued by bidder FI will be accepted. After three years any NCMC card will be accepted in Pune metro AFC system. Applicable interchange and switching fee will be borne by bidder.
222	PART 2	1.4 Pg.200		For recon and settlement, we request the time frame of T+2 as T+1 will be a challenge operational	Refer Part 1 – Bidding Procedures, Section II – Bid Data Sheet ITB 49 Additional Para for Clearance Time for Fare Box Revenue
223	PART 2	1.5 Pg.200		Any specific requirement for AFC back office, it should premise based or cloud based	This will be decided during design phase
224	PART 2	1.5		AFC external interface integration will be through? (In terms of network requirement)	Bidder will be responsible for external network connectivity like Third Party Web Sites, Bank Interfaces etc.
225	PART 2	1.5 Bus Pg.201		What is meant by depot management? What are the things envisaged here?	Tender clause is self explanatory.
226	PART 2	1.5 Parking Pg.201		Parking solution requirement are immediate or subsequent	Parking solution requirement are immediate for associated station ROD.
227	PART 2	1.6 Pg.202		The parallel track for working will be a operational challenge. Please explain how do we plan to achieve this and the priority of the various tracks ofwork	Bidder to deploy necessary manpower & machineries for same.
228	PART 2	1.6 Table Pg.203/2014		Please explain the Key date table and its sections.	Key date define the time line of various deliverable from the award of contract.
229	PART 2	Pg.205		Please explain the evaluation criteria w.r.t Key date	Its same as the Eligibility & Evaluation criteria as stated in Section III of Part-1.
230	PART 2	1.18 Pg.213		Temperature maintainence won't be the responsibility of FI neither FI will install any Air conditioning for the same	Bidder is not required to install Air Conditioner in Metro Premises. The information is important for various product selection based on installation location.
231	PART 2	2.4.1 Pg.218		Clarity is sought on the works program submission and the review of it and in case of any changes how that will be carried out	Bidder to submit the program and plan in order to achieve the Key Dates.
232	PART 2	3.2.1 Pg.229		Please explain and list down the report from AFC/FI/Smart Card point of view	Please refer clause 10.5.2.4 of part II technical specification
233	PART 2	3.3.1.6 Point 7 Pg.233		Please explain the 10 year work experiecne requirement for 'Agent' in Contractor Management Plan. Who this person will be in terms of project.	Tender clause is self explanatory.
234	PART 2	3.3.2 Pg.233		Please explain interface management plan and the reason of it being a separate plan and not included in the AFC architecture	Tender clause is self explanatory.

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235	PART 2	7 Pg.269		In Material&Equipment chapter, please explain if inventory management will be required. If yes, the nature of it (web portal based or manual)	Tender clause is self explanatory.
236	PART 2	7 Pg.269		What is meant by 56 days notice before starting manufacturing, without this period can not the manufacturing or procurement of equipment begin?	Tender clause is self explanatory.
237	t1- Bidding Procedure	SectionI- Eligibility and Evaluation Criteria--> Page No. 53--> Point 3. Financial Situation and Performance	Financial Capabilities (Liquidity / Working Capital) Average Annual Turnover Profitability Net Worth	The primary reason for the Bank to be part of the project as a lead bidder is because Banks have a very strong financial capability and have the appetite to absorb the financial risk in such huge projects. Such financial eligibility criteria can be easily fulfilled by the Bank alone and should not be mandatory for other parties. It becomes practically impossible to determine the exact proportionate percentage participation of each consortium member as there is no control over deciding the participation percentage of each member in the number of Bids that would be received.	Refer Annexure to Corrigendum II Appendix A.
238	t1- Bidding Procedure	SectionI- Eligibility and Evaluation Criteria--> Page 63--> Point 4. Experience--> Sub Point 4.2 Specific Experience--> (a)	AFC PROVIDER as part of consortium should have experience of working on multiple modes of transport (with at least 350 buses and 24 metro / light rail / tram/mono rail/suburban train stations) OR AFC provider as part of consortium should have experience of working on multiple modes of transport accepting EMV contactless cards (with at least 100 buses and 10 metro / light rail / mono rail / tram/ suburban train stations).	The selection criteria should have more emphasis on Technology solution providers who have implemented/implementing Open Loop NCMC based interoperable transit systems which enables complex processes and procedures of acquiring interoperable transit transactions and also providing settlement, reconciliation of transit AFCS transactions which is a far more complicated activity as compared to just providing AFCS. Not all AFCS players would be able to play these complicated roles.	Tender condition prevails
239	t1- Bidding Procedure	SectionI- Eligibility and Evaluation Criteria--> Page 63--> Point 4. Experience--> Sub Point 4.2 Specific Experience--> (b)	AFC provider should carry out one of the following projects in the last 5 years in a Metro/LRT/Mono Rail System? (a) Must have completed ONE work of Contactless smart card-based AFC System of minimum value equal to INR 120 Crore OR (b)Must have completed TWO works of similar nature of Contactless smartcard-based AFC System of each costing minimum INR 75 Crore each OR (c)Must have completed THREE works of similar nature of Contactless smart card-based AFC Systemofeachcosting minimum INR 60 Crores each	All the current Transit projects in India are being executed in BOOT model. Hence it becomes impossible to showcase such large project value. We suggest removal of this clause. The core requirement for the experience evaluation should be total number of stations in which the AFCS solution is implemented or the number of buses in which AFCS is implemented rather than having a financial number in terms of project value	Refer Annexure to Corrigendum II Appendix A
240	Part-1, Section -III	Eligibility Criteria	FI should have the experience of co-branding card services with other organizations / institutions	Please clarify, if projects for launch of such co-branded cards is under progress, will it be considered as eligible?	Tender clause is self explanatory.
241	Part-1, Section -III	Eligibility Criteria	FI should have the experience of executing projects with loyalty program design or management of retail customer base	Please clarify, will a bank having retail customers accounts suffice the criteria clause or any other specific service is asked for?	Loyalty feature in retail customer account will be considered to be eligible.
242	Part- 1 Section -II	38.1	The bid with the highest NPV will be the successful bid.	The unnecessary escalation of the NPV may happen in this case and the bid structure may get distort making the bid unviable.	Refer clause 6.4 For calculation of the NPV, the future values shall be discounted at a discounting rate of 12.50%(twelve and half percent).
243	Part- 1 Section -II	18.5	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	Please clarify that after certain years, all types of NCMC cards shall be accepted. Who shall bear the cost of payment scheme and the interchange income to be shared with such other Issuers? Our recommendation is that NMRCL to pay such charges as defined by the payment scheme then or increase the current revenue share covering such charges.	Bidder has to factor interchange fee and switching fee for "off us " transaction in their bid

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244	Part- 1 Section -II	18.5	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder.	Please consider that the commercials provided are unviable for any investor. Please look into the per ticketing revenue sharing. It should atleast help the investors to break even on assured revenues over the period of contract	Refer Annexure to Corrigendum II S. No.2.
245	Part-3	1.1.3.10	"Contract period means, the period commencing from the date mentioned in the letter of acceptance (Ref Clause 8.1, Part B, GCC) until the date of contract expiry. The Contract duration is 10 years from the date of Go Live of last station.	The contract period should be extended for 15 years to make the bidder's bid viable and competitive	Tender condition prevails
246	Part-1 Section -II	47.3	FI being an acquirer shall allow cards issued by other banks to the AFC system. The terms & conditions and interchange fees between acquirer and issuer shall be decided by the respective FIs and subject to approval by the Employer shall be implemented within a period of 3 years from the date of revenue operational day of the last metro station to go live.	Please clarify that there will be exclusivity on acquiring for the cards issued by the selected bank for the first 3 ears after go-live and thereafter the market interchange fee rates shall apply.	FI will be issuer at metro station and acquirer for AFC transactions for entire contract period. For initial three years only card issued by bidder FI will be accepted. After three years any NCMC card will be accepted in Pune metro AFC system. Applicable interchange and switching fee will be the liability of bidder.
247	Part-2	1.3.3	Conceptual View of Proposed for Smart Card based AFC system	Please clarify that diagram Shows L2 in OCC if for online QR operation handling includes Issuance, validation and exceptional handling and AFC core engine as L3 will be hosted in cloud which will be accessible in OCC through workstation for Monitoring, Reporting, Configuration etc. and L4 is a part of L3.	AFC back office architecture depicted in RFP is for illustration purpose. Bidder may propose their own architecture during design phase meeting the functional & technical requirement
248	Part-2	2.1.1	The objective of this project is to provide automatic fare collection system for Pune Metro Rail project, feeder vans, , MAHA-METRO operated parking ticketing. The Contractor shall be responsible for installation of the end to end EMV NCMC based AFC system at the required number of stations, feeder vans, parking lots with each devices connected to the Central Backoffice AFC system.	a. will NMRCL be the single point of contact for AFC implementation in feeder and parking or FI will have to liasion with respective entities. b. The AFC system is expected to do fare calculation for Feeder and Parking. Is that understanding correct? Are the business rules for these systems ready for sharing with FI?	1.Bidder may have to interface with respective agencies appointed for implementation/operation of feeder and parking solution. 2. Feeder and parking ticketing will be part of AFC system. Business rule for same will be framed later before implementation
249	Part-2	2.2.1.7	Develop and implement interfaces with MAHA-METRO SAP for Integeration of transaction data from AFCS. SAP interfaces will provided during the design phases.	Maha Metro will have their own SAP system and AFC system just need to send some transaction data to SAP. Is this understanding is correct?	Revenue reports of AFC system need to be shared with Maha Metro SAP.
250	Part-2	2.4.2.1(h)	Station computers with printers, toners and printer papers	Printer and Toner are consumable items and should be fixed quantity or out of the scope. Please clarify	All the consumable for printer, toner etc will be supplied by bidder as per actual requirement.
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253	Part-2	4.1.4	Types of Fare Media: AFC system shall process the following type of fare media in Pune	Please clarify The term 'EMV Prepaid cards'above or elsewhere in this document shall be construed to include 'EMV debit cards and EMV credit cards'. As this is a card based system requirement then why credit cards acceptance mentioned here?.	Any NCMC card whether Prepaid, debit or credit card will work as a fare media in AFCS.
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256	Part-2	5.7.20	Below is the minimum specifications of the handheld devices	Min 2 SAM slot not required. 1 SAM slot is enough as EMV certified device shall have secured area for storing the keys.	Requirement of SAM slot can be reviewed during design phase.
257	Part-2	5.8.3	TR: They facilitate reading out of ticketing information from the EMV fare media and QR codes.	It is suggested that the code analysis will create a burden on the system as it will require online enquiry to OCC. Drop the QR code analysis.	QR code analysis at ticket reader is required to show information related to validity of ticket in case of over traveling, overstaying etc
258	Part-2	6.1	Central AFC Back Office System	Clearance & Settlement. This will be done by card acquiring host system but not on AFC system. Station will send the settlement data directly to acquirer.	As a consortium bidder, Clearance & Settlement will be responsibility of both AFC provider and FI.
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261	Part-2	6.2.1.11	In the event of a failure of the data transmission network. Station devices will independently record all transaction and alarm/alert data for a period of not less than 15 days and all data stored will be transmitted to the OCC CC BackOffice System once the system is fully operational through batch process.	Alarms/alerts are useful for online monitoring only. Storing alarm data for 15 Days will consume large memory and it will not be of any use later. Suggest you to please reduce the duration from 15 days to 3 days or remove it .	This feature is essential for ensuring offline working of station device. Requirement of reducing no of days for storage of transaction data and alert/alarms can be reviewed during design phase.
262	Part-2	6.3.1	Contractor's Cloud Service Providers (CSPs) shall provide the IaaS as service for hosting the AFC backoffice solution and also provide DRaaS in case of Disaster recovery with the primary system	For Cloud Based Disaster Recovery services, Maha Metro will suggest any specific location or FI can decide own its own. Kindly furnish some more detail and specification	AFC back office architecture depicted in RFP is for illustration purpose. Bidder may propose their own architecture during design phase meeting the functional requirement
263	Part-2	7.1	Network Architecture	Back bone communication channel for station to OCC connectivity will be dark fibre or ethernet based accordingly network architecture of AFC will be designed. Please confirm	Preferably backbone communication channel will be ethernet based but if bidder desires it may opt for dark fiber option.
264	Part-2	9.8.4	FI should provide one card personalization solution infrastructure at the each TOM counters.	What does means "FI should provide one card personalization solution infrastructure at the each TOM counters" Please clarify if the instant issuance solution is required at each TOM location.	Non personalized card will be issued from TOM counters, Personalized cards will be issued through banking channels.
265	Part-2	10.4.2	Parking ticketing Sub-System	Please clarify that who will provide SIM & bear operational cost of GPRS based transactions on the Parking terminals?	Bidder will provide SIM & bear operational cost of connectivity/GPRS for Parking terminals.
266	Part-2	11	PUNE METRO MOBILE APPLICATION	Is that understanding correct that a fresh Mobile App for the MAHA Metro is to be created ? Also, There are not many windows phone in the usage at present, suggest to make it for IOS and Android based user group.	Mobile app to be developed by bidder, Development of window based mobile app will be decided during design stage.

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267	4 Pricing Bid Document	INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT Page 1137 Section 2-Revenue Sources	Bidders can refer to the ridership and traffic estimates projections of the Detailed Project Report of Pune Metro available on the portal of Pune Metro Rail Project for assessment of the ridership. However, Bidders are encouraged to conduct their own due diligence studies, including primary surveys, secondary research, other public transport agencies traffic data etc for assessment of ridership data. Further, the Employer shall not reimburse cost towards any survey or cost incurred by the bidders to conduct such studies. For clarification purpose, the Employer does not guarantee the ridership projections as quoted in the DPR.	From past experience we have seen that the ridership number that are given as projections or in the DPR are not fulfilled by even 10% in some cases. Request you to give us a minimum guarantee on the ridership numbers	Tender condition prevails.
268	4 Specific Experience	4.2 Page 13	Should during the last 5 years (Starting 01.01.2014) preceding the Bid Due Date; Have an experience of installation and operations of a full-fledged AFC system. OR Have an experience of working on any or multiple modes of transport accepting EMV contactless cards.	We request card to be "NCCM (National Common Mobility)" under initiative of Make in India project, Supporting EMV.	Tender condition prevails.
269	4 Specific Experience	(a) Page 14	AFC PROVIDER as part of consortium should have experience of working on multiple modes of transport (with at least 350 buses and 24 metro / light rail / tram/mono rail/suburban train stations) OR AFC provider as part of consortium should have experience of working on multiple modes of transport accepting EMV contactless cards (with at least 100 buses and 10 metro / light rail / mono rail / tram/ suburban train stations).	We request to relax this clause as – AFC provider as part of consortium should have experience of working on multiple modes of transport accepting EMV contactless cards (with at least 100 buses and 10 metro / light rail / mono rail / tram/ suburban train stations). The experience can be from separate project for different mode of transport (eg. Separate project for Metro and separate project for bus)	Tender condition prevails.
270	4 Specific Experience	(b) Page 15	AFC provider should carry out one of the following projects in the last 5 years in a Metro/LRT/Mono Rail System? (a) Must have completed ONE work of Contactless smart card -based AFC System of minimum value equal to IN R 120 Crore OR (b) Must have completed TWO works of similar nature of Contactless smart card -based AFC System of each costing minimum IN R 75 Crore each. OR (c) have completed THREE works of similar nature of Contactless smart card -based AFC System of each costing minimum IN R 60 Crores each	Most of the projects are based on BOT model. Due to the same, project will not have any assigned value. We suggest to amend this clause as "AFC/SI provider as part of consortium should have experience of CSC for 100 buses and 20 metro stations in Metro/Bus/BRTS. The experience can be from separate project for different mode of transport (eg. Separate project for Metro and separate project for bus)" Please remove clause of AFC System of minimum value equal to IN R 120 Crore	Refer Annexure to corrigendum II Appendix A

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271	ITB 47.1 Additional para	Page 20	<p>The Consortium should not comprise of more than 3 members including the prime bidder. Clear roles and responsibilities of each consortium member needs to be provided at the time of bid submission.</p> <p>The Joint Bidding Agreement would be signed by all the consortium partners and should be valid for the entire contract period (as and when initiated) and same shall need to be submitted along with the submission of bid documents. Joint Bidding Agreement of the consortium members should clearly mention their exclusive association for this tender and joint responsibility for the respective scope. Roles and responsibilities of each consortium member must also be spelt out in the Joint Bidding Agreement. Financial Institution shall be the Prime bidder of the consortium. AFC service provider shall be mandatory consortium member.</p> <p>Other vendors (Contactless Smart card supplier, Central Clearing House Supplier and others) could be the other members of consortium.</p> <p>All members of the consortium shall be liable for their respective scope of work. Consortium shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract.</p>	We request authority to allow maximum 3 members in a consortium. Prime/Lead bidder can either SI or FI.	The financial Institution (FI) shall be the Lead member. The Lead member shall be read as the same if mentioned elsewhere in the tender. Refer Annexure to corrigendum II S. No.1.
272	ITB 18.5	Page 13	The prices quoted by the bidder shall not be adjustable as it is a fixed 2.5 % revenue sharing contract with bidder	We request authority to amend this clause to be changed from 2.5% to 6% + and above as the investment which needs to go into project is significantly high in this case if the average ridership of 350000 to 550000(progressive increase in 3 years) is estimated, the model is not financially viable. At present there is no clarity on numbers from Buses and other modes of transit like BRTS can be included for future revenue.	Refer Annexure to corrigendum II S. No.2.
273	3.1 Financial capacity	Page 5,6	<p>(i) The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real estate assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as INR 83.33 million (or equivalent USD) for the subject contract(s) net of the Applicant's other commitments</p> <p>Notes: The liquidity shall be ascertained from Net Working Capital {Current Assets – (current liabilities + provisions)} as per latest audited balance sheet and/or from the Banking reference(s). Banking reference(s) should contain in clear terms the amount that the Bank will be in a position to lend for this work to the applicant/member of the Joint</p> <p>iii) The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to the Employer, for the last 3 (three) years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.</p>	We request authority to relax this clause and to consider either sole bidder or all members put together (in case of consortium) irrespective to their share of participation in the formed consortium.	Tender condition prevails

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274	3.2 Average annual turn over	Page no 6	<p>The Average Annual Turn Over for the last three financial years (in terms of rupee equivalent adjusted to last date of the financial year that ended on or before 31.03.2018 by assuming 5% escalation for Indian Rupee and 2% for foreign currency per year) shall not be less than INR 1000 million (or equivalent USD).</p> <p>Minimum average annual turnover shall be calculated as total certified payments received for contracts in progress and/or completed within the last3[three] years, divided by3[three].</p> <p>The financial year as applicable in the country of origin of the Applicants would be considered. The 'last financial year' will be the latest financial year that ended on or before 31 .0 3.021 8.</p> <p>In case of Consortium, the evaluation against the above eligibility criteria will be done in totality (i.e. algebraic aggregate of evaluation of each member) subject to the fulfilment of the minimum average annual turnover requirements for each member of the Consortium.</p>	We request authority to amend this clause as Average Annual Turn Over of Sole Bidder or Lead Bidder in case of Consortium.	Refer Annexure to Corrigendum II Appendix A
275	3.4 Networth	Page 8,9	<p>Net Worth must be INR 500 million as at the end of the Financial Year immediately preceding the Bid Due Date as document from the audited financial balance sheets.</p> <p>Notes: Net worth shall be calculated as total Assets-Total Liabilities for the last financial year preceding the B id D u e D ate.</p> <p>The financial year as applicable in the country of origin of the Applicants would be considered immediately preceding the Bid Due Date.</p> <p>In case of Consortium, the evaluation against the above eligibility criteria will be done in totality (i.e. algebraic aggregate of evaluation of each member) subject to the fulfilment of minimum N et worth requirements for each member of the Consortium.</p>	We request authority to amend this clause as Net Worth of Sole Bidder or Lead Bidder in case of Consortium must be INR 500 million as at the end of the Financial Year immediately preceding the Bid Due Date as document from the audited financial balance sheets.	Refer Annexure to Corrigendum II Appendix A
276	Part 1 Section Key Details	Date & Time for Submission of Tender	On line submission up till 16:00 Hrs. on 11 July 2019 in Maha-Metro e-tender portal	Considering the complex requirements of the RFP it would require the bidder to liaise with multiple partners and require a large document set to collated and furnished to the agency as part of the bid submission process owing which would require signification time and efforts at the bidders end to compile an comprehensive proposal hence it is the request of the bidder to kindly extend the current bid submission date by 4 weeks till end of July which ever is acceptable to the agency	Date & Time of submission of tender : Up till 16:00 hours on 14-08-2019 Date & Time of opening of Tender :On 14-08-2019 at 16:30 hours
277	Part 1 Section IV (Page 28)	Form PER 2	Summarize professional experience over the last 15 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.	Request the agency to change the work experience requirements of personal to proposed resources current work experience for e.g. if a proposed resource has 8 years experience then he/she shall provide details of those 8 years work ex, as resources in organization with relevant experience may or may not have those many number of experience or for some of the roles in project may also not require those many years of exp.	Bidder's understanding is correct.

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278	Part 1 Section IV (Page 44)	Form FIN 3.1	Financial data for the last five audited financial years has to be submitted by the Bidder in Form FIN-3.1 to 3.3	Request the agency to kindly change the clause from five year to three years which is in line with the Industry norms and practices for majority of the RFP's floated	Tender condition prevails.
279	Part 2 - 1.4 Key Deliverables of FI (Pg. 199)	3(G)	Bank ATM services	Request the agency to clarify the following listed requirement does the agency expect the FI to deploy ATM on the metro station premises ?	FI has to support ATM services for NCMC card issued. ATM deployment at station is not a part of RFP.
280	Part 2 -11 Pune Mobile Application	11.1.3	E- wallet available for online transactions	IT is the understanding of the bidder the e-wallet balance in the mobile application will be an replica of the smart cards card host balance and not the card chip balance that will be used online for the transit fare payments , request the agency to concur on the following understanding	E-wallet will be replica of host balance. Bidder may also develop its separate E wallet.
281	Part 2 -11 Pune Mobile Application	11.2.12	Recharge the cards/e-wallet	It is the understanding of the bidder that the following use case will be for loading of the balance onto the NCMC prepaid card account/host balance facilitated through an PG integration through other bank cards (debit/credit/prepaid) and not the smart card chip/e-purse balance that would be used for payment of transit fares only , request the agency to concur on the following understanding	Recharge will done for host balance, SOP for transfer of balance from host to chip will be defined in design stage.
282	Part 2 -11 Pune Metro Feeder Van Ticketing Integration	NFC Mobile Wallet	NFC Mobile Wallet Near Field Communication (NFC) enabled smart phones can be used payment media for transaction payments are transit and non-transit terminals. Mobile wallets will be based on HCE Host card emulation of the card application as per the EMV and payment Scheme framework in Android.	Request the agency to elaborate on the transit fare payment use case using NFC Mobile Wallet balance will the card host balance typically used for transit payments from an NCMC perspective will also be used for transit fare payments ? Or will the NFC e-wallet balance will the smart card chip balance ?	NFC wallet implementation method will be finalised during design phase as per the guidelines issued by regulatory bodies in this regard.
283	Part 2 -10 Pune Ticket Integration	NFC Mobile Wallet	NFC Mobile Wallet Near Field Communication (NFC) enabled smart phones can be used payment media for transaction payments are transit and non-transit terminals. Mobile wallets will be based on HCE Host card emulation of the card application as per the EMV and payment Scheme framework in Android.	Request the agency to elaborate on the transit fare payment use case using NFC Mobile Wallet balance will the card host balance typically used for transit payments from an NCMC perspective will also be used for transit fare payments ? Or will the NFC e-wallet balance will the smart card chip balance ?	NFC wallet implementation method will be finalised during design phase as per the guidelines issued by regulatory bodies in this regard.
284	Part 2 -9 Issuer Smart Card Host	9.2 (9.2.1) Card Holder Management	The Smart Card host equipped with facilities to manage the database of passengers who have non-personalized / personalized Contactless Smart Media. The SCH have a provision to keep documents related to personalization.	Request the agency to clarify on the following requirement typically does the agency mean by personalization documents the CAF file used for generating the embossing files for personalized cards ?	KYC details required for issuing EMV card need to be captured in SCH.
285	Part 2 -9 Issuer Smart Card Host	9.3 Key & Certificate Management 9.3.3	The Key Management System also perform the initialization, including key injections of security components in the system such as the Secure Access Module (SAM) through a remote system without the need to make any hardware or onsite upgrades through remote key loading	Request the agency to elaborate on the following functional requirement with regards to the need for remote key management is the host expected to do a dynamic key exchange with the AFC back office system ?	Preferably key injection for validators needs to be done remotely from AFC Backoffice system, but this functionality may be reviewed during design phase to ensure secure key management.

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286	Part 2 -9 Issuer Smart Card Host	9.8 Smart Card Personalization System (9.8.3)	At Pune Metro central location, personalized cards will be issued.	Will all the card personalization request processed through a Pune metro central location ? The subsequent functional requirement under the same section requires the FI to provide one card personalization set up at each of the agencies TOM locations ? Also owing to recent change in recent KYC regulations deregulation of Aadhaar as mandatory KYC document has resulted in all the KYC related process converted back to a manual process which would require collation and manual validation of the KYC document post collection which is a time intensive process , hence it is the request of the bidder that all card personalization requirements be converted to processing through a single location for customer needing personalized cards	Refer Annexure to Corrigendum II S.N. 11,16 & 17.
287	Part 2 -8 FI Integrations	8.3 Requirements of Merchant Acquirer System (8.3.5)	Should be able to manage all type of authorizations required for transit transaction types	Request the agency to clarify the requirement for type of authorizations it is the understanding of the bidder that from an NCMC specs perspective all the transit transaction authorization will be deferred/offline authorizations only . In case of an deviation from the following understanding request the agency to kindly clarify on the expectations	Acquirer should also be able to process, top-up, refund etc which are online transactions.
288	Part 2 -8 FI Integrations	8.3 Requirements of Merchant Acquirer System (8.3.7)	Should be process the transactions as per the specifications provided the payment scheme / association.	Request the agency to clarify the requirement for transaction processing it is the understanding of the bidder the current transaction processing requirements shall be as per the NCMC specifications from the schemes issuing NCMC based card products only which would essentially mean all the transit fare payment transactions shall be processed in offline or deferred auth mode only	Acquirer should also be able to process , top-up, refund etc which are online transactions
289	Part 2 -8 FI Integrations	8.2 Clearing & Settlement (8.2.2)(D)	Acquirer Terminal configuration parameters,	Request the agency to clarify on the end expectation from the requirement by giving some example of the acquirer terminal configuration parameters	End expectation is to push/update parameters to AFC devices (validator, TOM, TR etc) remotely from central back office system.
290	Part 2 -8 FI Integrations	8.2 Clearing & Settlement (8.2.2)(G)	Regular updates of Hotlist Database from Issuers through Acquirer / Payment scheme	It is the understanding of the bidder that the current specs for exchange of hot listed or blocked cards from various issuers to acquirers is under development for the NCMC Card products , request the agency to clarify or modify the following requirement and limit to lead FI issued cards only	Hot listing is limited to Lead FI issued cards only.
291	Part 2 -6 Central AFC Back office system	6.3 Cloud Hosting	Central Backoffice AFC system shall be hosted in cloud infrastructure for enabling convenient, on demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Cloud computing hosted compute service shall be offered through virtual public models.	PCI DSS 3.1 and higher requirements and FI internal InfoSec policies restrict/limits the hosting of the financial application and payment data on a public cloud set up , it is the understanding of the bidder that the acquiring switch and the card host shall be deployed at the FI's data center and a VPN connectivity shall be established to connect to the AFC back office system , request the agency to concur on the following understanding . Also will the agency provide for the network connectivity	AFC back office architecture depicted in RFP is for illustration purpose. Bidder may propose their own architecture during design phase meeting the functional requirement . Connectivity between metro stations will be provided by Telecom contractor, but within stations and outside connectivity will be the responsibility of bidder.

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292	Part 2 -8 FI Integrations	8.2 Clearing & Settlement (8.2.2)(G)	Transit ticket purchases through Mobile should be interfaced from AFC through payment gateway of Acquirer.	It is a common practice that most of the banks and FI leverage third party payment gateway services for processing online payments which are a cost to the bidder is the bidder allowed to pass on these cost's to the end customer or will the agency compensate the bidder for these payment gateway services cost over and above the fare box revenue	Bidder have to bear and factor cost of payment gateway integration in their bid.
293	Part 2 -6 Central AFC Back office system	6.2 Central Computers (6.2.2.13)	Transaction should be back-up at EOD to DB backup server at OCC CC.	It is the understanding of the bidder that the current data back up requirement is for 3 years , request the agency to clarify or concur on the following requirement	Please refer clause 6.2.9.9 of Part II Technical Specification.
294	Part 2 -6 Central AFC Back office system	6.1.18 External Interfaces (6.1.18.1) MAHA-METRO web application	Central Backoffice should expose interfaces through web interfaces to the Pune Metro web application developed by MAHA-METRO service provider for ticketing information's, transit product information's, balance, perform online top-ups (if required) and commuter information for Web application.	Will this be an separate internet facing application which will be developed by Maha-metro and the scope of the bidder shall be to only interface with the following application	This clause is related to displaying AFC system information on Pune Metro's official website. This will include interface with Pune metro website service provider for exchanging correct and updated information.
295	Part 2 -6 Central AFC Back office system	6.1.16 Data Flow , 6.1.16.2	The data transmission between the devices and Central BackOffice shall be via wide area network links provided by the S&T (Telecom) Contractor of Pune Metro and network between OCC to cloud would be provided by Contractor through ISP.	Based on the following description it is the understanding of the bidder that the network connectivity will be provided by the agencies Telecom service provider (S&T) request the agency to concur on the following understanding	Connectivity between metro stations will be provided by Telecom contractor, but within stations and outside connectivity will be responsibility of bidder.
296	Part 2 -6 Central AFC Back office system	6.1.15 Automatic Add Value 6.1.15.1	Automatic top-up of NCMC shall be possible on reaching a predefined threshold value. Operational mode and requirements are to be defined in co-operation with banks and credit/ Debit card providers or other Banking Channels.	An automatic top-up would require maintaining mandates at the bank or issuers end which can be triggered by the AFC , however it is the understanding of the bidder that his functionality will be limited to only participating banking & financial institutions within the Pune Metro Ecosystem (Banks onboarded by Pune Metro) request the agency to concur on the following understanding	There will be two types of auto top-up 1) transfer of balance from host to chip, based on SOP 2) top up of NCMC prepaid card though credit/debit card, banking channels if mandated by commuter.
297	Part 2 -6 Central AFC Back office system	6.1.15 Automatic Add Value 6.1.15.2	Top up via a dedicated website by use of a credit or debit card shall be included.	It is the understanding of the bidder that the dedicate website being referred to in this requirement in the pune metro internet facing applications only , and it shall be for loading the host and account balance only the chip balance update would require the card to be presented to an AVM or TOM machine request the agency to concur on this understanding	In case of prepaid NCMC card, web based top up of host balance to be managed by FI. Transfer of balance on chip will be done at TOM,TVM, AFC gate, TR based on the set SOP.
298	Part 2 -6 Central AFC Back office system	6.1.12 Update Management 6.1.12.2	Should be able to manage all the updates from the Backoffice systems for all categories Tariff, parameters, Hotlist, users etc.	The updating of hotlist will be limited to the lead FI issued cards only , request the agency to concur on the following understanding	Hot listing is limited to Lead FI issued cards only.
299	Part 2 -6 Central AFC Back office system	6.1.8 Banking Payments 6.1.8.4	All the credit / Debit card transaction performed at transit terminals should be processed by banking system and sent to Acquirer for approvals	Request the agency to clarify what is functional role of the banking system in the AFC back office system is the understanding of the bidder that all transaction on the transit terminals will by default land on the FI acquiring switch for processing	QR code based transactions will be processed by AFC central computer. NCMC card based transactions will be sent to acquirer for approvals and same will be directed to issuer through respective payment scheme.

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300	Part 2 -6 Central AFC Back office system	6.1.8 Banking Payments 6.1.8.4	All the credit / Debit card transaction performed at transit terminals should be processed by banking system and sent to Acquirer for approvals	Also is the expectation by the statement "Sent to acquirer for approvals" is to process other banks issues NCMC cards ? It is the understanding of the bidder from an Pune Metro ecosystem perspective is that the issuing and acquiring of transactions will be of the lead FI card transactions only ?	Transactions sent to acquirer for approvals will be directed to issuer through respective payment scheme.
301	Part 2 -6 Central AFC Back office system	6.1.8 Banking Payments 6.1.8.3	Central Back office should be capable to sending the transaction to Acquirer payment gateway based on the card BIN range and manage the status of transactions.	Card Bin range look up is a typical functionality of the financial switch request the agency to clarify on the following requirement end expectation is the acquiring host needs to be deployed at the central back office as well ?	Separation and Management of transactions from different banks FI is the end expectation for BIN range based transaction management
302	Part 2 -6 Central AFC Back office system	6.1.8 Banking Payments 6.1.8.1	The Central Back Office system has to interface with Bank Server and with Bank Payment Gateway for recharging/top-up of EMV cards through different Banking Channels. The solution shall be capable of interacting with Acquirer banks using the ISO 8583 as per specifications of a particular scheme (Visa, MasterCard and Rupay).	It is the understanding of the bidder that the schemes in consideration for the project is Visa , MasterCard & Rupay only request the agency to concur on the following understanding , also the card product in consideration from the following schemes perspective will be NCMC specification based cards only	Fare media will be NCMC card issued for any payment scheme including Rupay, Mastercard, Visa, etc.
303	Part 2 -6 Central AFC Back office system	6.1.4 Transaction Management (6.1.4.1)	The Transaction Management system shall acquire and process all the transactions from all fare media issued by MAHA-METRO at acceptance infrastructure	Request the agency to clarify on the following requirement is the expectation of pune metro to accept/acquire Maha-Metro cards as well in its ecosystem , also is the transaction management system envisaged differently from the FI acquiring and card host ? What is the scope of the fare media that would has envisaged to be acquired of Maha-Metro EMV , Des or Mi Fare cards etc. please specify	Transaction management system will include central computer of AFCS along with FI issuer and acquirer. Detail of fare media is mentioned in chapter 4, tech specification in part 2 of tender document
304	Part 2 -6 Central AFC Back office system	6.1.4 Transaction Management (6.1.4.2)	Transaction Management system should acquire and process all the transactions from all the issuance channels for top-ups, update transit products, refund, renew, reissue cards etc.	Request the agency to clarify on the following requirement is the transaction management system envisaged differently from the FI acquiring and card host ? What is the scope envisaged scope or transaction flow from an refund perspective please specify	Transaction management system will include central computer of AFCS along with FI issuer and acquirer. SOP for different transactions including refund will be finalised during design phase
305	Part 2 -5.5 Ticket Office Machine	5.5.7 Operational Requirements (5.5.7.3)	For issuing function, the amount of deposit shall be updated together with the initial amount of travel value or the selected period pass values through online process.	Request the agency to describe the user journey/transaction flow for the following functional requirement through an example	Clause is self explanatory .
306	Part 2 -5.5 Ticket Office Machine	5.5.2 Payment Methods (5.5.2.3) Prepaid Wallets	TOM should be able to complete a transaction accepting the stored MAHA-METRO prepaid wallet amount. Payment through Prepaid/Debit/Credit cards wallet should be available for all purchases.	Mobile Wallets currently used proprietary standards for storing money electronically most of the mobile payments enabled across the retail industry via wallets are one on one implementation of by third party service providers having one to one integration with these wallet companies like PayTM and mobikwik , hence would request the agency to limit the payment use case to open standard payments only or kindly provide the limited list of mobile wallets that the agency wishes to enable for payments in its ecosystem	Please read stored Maha-Metro co branded prepaid wallet amount as "Store value/Card balance of NCMC card"

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307	Part 2 -5.4 Ticket Vending Machine	5.4.7 Payment Methods (5.4.7.3) Prepaid Wallets	TVM should be able to complete a transaction accepting the stored MAHA-METRO co branded prepaid wallet amount issued by MAHA-METRO. Payment through MAHA-METRO co-branded Prepaid/Debit/Credit cards should be available for all purchases except top-up to Wallet transaction.	Request the agency to clarify on the use case and interface or integration requirements does the FI need to integrate with Maha-Metro back end host to enable this transaction and also kindly clarify on " Except Top-Up to Wallet Transactions" Is the wallet top in consideration Maha-Metro wallet or Pune Metro Mobile ticketing application wallet	Please read stored Maha-Metro co branded prepaid wallet amount as "Store value/Card balance of NCMC card".
308	Part 2 -5.3 Gate validators design and features	5.3.17 Blacklisting/Positive List	Blacklisting / Positive list: Blacklisting of fare media application / service compartment at Gate validators should be executed based on the business rules. The detection of blacklisted fare media shall be recorded by the Gate validators and sent to central system.	It is the understanding of the bidder that blacklisting is limited to Lead FI issued cards only ? Request the agency to concur on the following understanding	Blacklisting is limited to Lead FI issued cards only.
309	Part 2 -4.0 DETAILED REQUIREMENTS FOR FARE MEDIA LAYER	4.1.8 Near Field Communication (NFC) based: 4.1.8.1	The Issuance ecosystem shall be designed to enable other emerging fare media technologies like Near Field Communication (NFC) to be introduced.	Request the agency to elaborate on the transactions flow via and NFC device in the Pune Metro Transit Ecosystem	NFC wallet implementation method will be finalised during design phase as per the guideline issued by regulatory bodies in this regard.
310	Part 2 -4.2 Description of Fare Products	4.2.6 Operating Day (4.2.6.3)	The tickets issued before midnight shall be valid up to 02:00 Hrs. of the following day.	Request the agency to clarify on the validity of the tickets issues before midnight is 02:00 Hrs. the following day or 05:00 Hrs.	For exceptional circumstances, ticket issued before midnight (00:00 Hrs) shall be valid up to 02:00 Hrs of following day.
311	Part 1 - Section 3 Eligibility & Qualification Criteria	4	FI should have experience of executing projects with loyalty program design or management of retail customer base	Request the agency to modify the following clause by accepting PO/WO orders only as required documentation for this criteria as the bidder has ongoing loyalty projects which are not live yet	Tender condition prevails
312	Part 1 - Bidding Procedures, Section III - Bid Data Sheet	7.3	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection., costs, and expenses incurred as a result of the inspection.	we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to death, personal injury of personnel or agents of Employer caused due to gross negligence or wilful misconduct of bidder while visiting the premises. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim.	Tender condition prevails
313	Part 2 Work Requirement - General Specification	19.4.4 (a) (ii)	indemnify and save harmless the Employer against and from any damage or injury to the Employer or claims by third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them, and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto; and	we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to death, personal injury of any person caused due to gross negligence or wilful misconduct of bidder while execution of work. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim.	Tender condition prevails

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314	Part 3 - Section VIII- GC	1.13 (b)	the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.	we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to non-compliance of applicable law while execution of work. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim.	Tender condition prevails
315	Part 3 - Section VIII- GC	4.16 (c)	the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.	we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to direct damage to Goods while transportation of goods by the Contractor and same is caused due to gross negligence or wilful misconduct of bidder while execution of work. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court, if MMRCL provides, prompt notice of claim, all information, support and cooperation reasonably required by the bidder with respect to the claim.	Tender condition prevails
316	Part 3 - Section VIII- GC	15.5	The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].	As service and solution fee is based on the multiple factors like (a) tenure of the Agreement, (b) scope of services, (c) LD, (d) penalty, (e) AMC, (f) warranty, (g) BG, etc. we request MMRCL to exercise the right to terminate the agreement only if the bidder commits breach of material terms of the Agreement and fails to rectify such error within 30 days from the date of receipt of notice specifying such default. Thus, we request MMRCL to kindly remove termination for convenience.	Tender condition prevails

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S.No.	Volume	Clause No.	Brief Clause Description	Applicant's Query / Suggestion	Response of Maha Metro
317	Part 3 - Section VIII- GC	17.1	<p>The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and</p> <p>(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them. The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].</p>	<p>As MMRCL has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or wilful misconduct of bidder while delivering service; and (b) IP infringement claim to the extent same is made against MMRCL due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund MMRCL solution fee paid by the bank less 5 year depreciation. These are the sole remedy of MMRCL for any claim.</p>	<p>Tender condition prevails</p>

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S.No.	Volume	Clause No.	Brief Clause Description	Applicant's Query / Suggestion	Response of Maha Metro
318	Part 3 - Section VIII- GC	17.5	In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement. Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause. The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was: (a) an unavoidable result of the Contractor's compliance with the Contract, or (b) a result of any Works being used by the Employer: (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or (ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract. The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible. If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.	We request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to IP infringement claim to the extent same is made against MMRCL due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund MMRCL solution fee paid by the bank less 5 year depreciation. These are the sole remedy of MMRCL for any IP infringement claim.	Tender condition prevails
319	Part 3 - Section VIII- GC	17.6	Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub- Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights]. The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.	As scope of work under this RFP is limited to design, develop, configure, install, test, commission, hosting, provide maintenance and support of AFC, interface, open architecture and mobile app. We request MMRCL to restrict Bidder's liability to the PO value and consider following revised Limitation of liability clause: <i>In no event either Party will be liable to other Party for any indirect, incidental, consequential, special or punitive damages or for loss of profit or revenue, loss of time, opportunity, or data, whether in an action in contract, tort, product liability, statute, equity or otherwise. Bidder will not be cumulative liable to MMRCL for any amount greater than the purchase price or service fee set forth in applicable purchase order.</i> <i>Notwithstanding the above (a) Bidder's liability for personal injury, including death as specified in sub-clause 17.1, will be unlimited to the extent same is caused by Bidder's gross negligence or wilful misconduct; (b) Bidder's liability for non-compliance of laws applicable to Bidder for delivery of product, software or services under this Agreement; and (c) Bidder's liability for Intellectual and Industrial Property Rights under sub-clause 17.5 is not limited by this Agreement.</i>	Tender condition prevails, Please refer Section IX – Particular Conditions (PC) Part A - Contract Data S.N 48
320	Part 3 - Section IX- PC and PC -3 Additional clause - Design	7.1 (g)	The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.	As Bidder is liable to indemnify MMRCL for any IP Infringement claim in clause 17.1 and 17.5 of Part 3 - Section VIII of the GC, we request MMRCL to kindly delete this indemnity.	Tender condition prevails.

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321	Part 3 - Section IX-PC	17.1	<p>The Contractor shall indemnify and hold harmless the Employer (Maharashtra Metro Rail Corporation Limited), the Project Owner (Maharashtra Metro Rail Corporation Limited (Maha-Metro)), the Engineer, the Designated Consultants and Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> sickness, or disease, or death of, or injury to any person; and <input type="checkbox"/> loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and <input type="checkbox"/> loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier. <p>The Contractor shall also indemnify and save harmless the Employer and the Project Owner from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in the GC. All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Engineer as to compensation claimed shall be final and binding.</p>	<p>As MMRCL has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or wilful misconduct of bidder while delivering service; and (b) IP infringement claim to the extent same is made against MMRCL due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund MMRCL solution fee paid by the bank less 5 year depreciation. These are the sole remedy of MMRCL for any claim.</p>	Tender condition prevails

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322	Part 3 - Section IX-PC	PC - 3 - Additional Clause - design - Intellectual Property Rights and Royalties	The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract. Insofar as the patent, copyright or other	We request MMRCL to restrict indemnity to 3rd party claim to the extent same is relating to IP infringement claim to the extent same is made against MMRCL due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if MMRCL provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund MMRCL solution fee paid by the bank less 5 year depreciation. These are the sole remedy of MMRCL for any IP infringement claim.	Tender condition prevails
323	Part 2 Scope of Works	2.1 General Description (2.1.16) pt. 12	Smart Card Host Including Key Management Facility	Request the agency to clarify on the end expectation from the stated requirement , as the agency is aware that the key management facility and the smart card host (application hosting the card data) are different items, Instead does the agency mean by the requirement that the smart card host should be capable of key management to enable key exchange with external system for transaction processing ? Please clarify	This clause describe high level responsibility matrix among FI, AFC provider and Pune Metro. Please refer Clause 9.3 of Part II Technical specification for further detail.
324	PART1		Bidder should be a Bank / payment scheme in India which is included in the second schedule of Reserve Bank of India (RBI) Act, 1934	Please add payments banks.	Tender condition prevails
325	PART1		FI should have the experience in providing following corporate banking services 1. Providing Salary Accounts to employees of organization 2. Cash management services 3. Provide international remittance and payments services 4. Provide term deposit services 5. Provide working capital loans 6. Provide bill discounting services 7. Issue letter of credit and FI should be in the business of accepting deposits and lending out loans	Payments banks are not allowed to lend.	Tender condition prevails
326	PART1		Should during the last 5 years (Starting 01.01.2014) preceding the Bid Due Date; Have an experience of installation and operations of a full-fledged AFC system. OR Have an experience of working on any or multiple modes of transport accepting EMV contactless cards.	Not applicable for Payments bank. Otherwise we will have to give a justification just like GMRCL.	Tender condition prevails

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327	PART1		The Average Annual Turn Over for the last three financial years (in terms of rupee equivalent adjusted to last date of the financial year that ended on or before 31.03.2018 by assuming 5% escalation for Indian Rupee and 2% for foreign currency per year) shall not be less than INR 1000 million (or equivalent USD)	Not applicable for Payments bank .. As we have been in existence for 2 years only.	Tender condition prevails
328	PART1		Bidder should be a Bank/Financial Institution/ Non-Banking Finance Company/AFC service provider/AFC Integrator/ITITES integrator duly incorporated under the relevant statutes and regulations since the last 05 years.	Payments bank have been in existence for last 2 years only.	Tender condition prevails