

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 1 | 6 | 18 | 3.5.1.2.2 | Monitor and Maintain Factor of Safety (FoS) | The FoS Formula need to be revised and would request to increased to more than 2.5, and separate FoS to be calculated for low dispensing ATMs to avoid Cash out. would request bank to consider above suggestion as Cash Out penalty is huge. | As per RFP |
| 2 | 6 | 19 | 3.5.1.3.2 | Cash Out Penalty | Cash Out Penalty mention in the RFP seems very high, would request bank to consider maximum cap of cash out penalty. | Bank focus is on quality of service for its customers, therefore no change in RFP terms. |
| 3 | 6 | 26 | 3.6.5.5.1 | Administrative Maintenance | we request Bank to change the clause as daily EOD on working days. | As per RFP |
| 4 | 6 | 19 | 3.5.1.2.2 | Vaulting Limit | 15% of the total cash taken from bank on monthly basis is very less to retain in vault, would request bank to consider 50% of the total cash taken from bank on monthly basis. | In view of the Bank's emphasis on Currency Valuting Services (Clause 3.6.5.5.5 - appendix-6), no change is being considered for FoS. |
| 5 | 9 | 3 | 2.2.5.2 | Penalty for not maintaining target availability | VIP Endpoints: less than 92% availability, penalty of 25% of charges is very high, would request bank to consider the penalty slab 15% of charges payable if availability is less than 92%. | As per RFP |
| 6 | 9 | 4 | 2.2.5.2 | Penalty for not maintaining target availability | Regular Endpoints: less than 92% availability, penalty of 25% of charges is very high, would request bank to consider the penalty slab 15% of charges payable if availability is less than 92%. | As per RFP |
| 7 | 1 | 30 | 37.1 | 37. Subcontracting: 37.1. As per scope of the RFP, subcontracting is not permitted. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. 37.2. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same. | We request the bank that the Bidder should be allowed to sub-contract the scope of work with prior written intimation to the bank | As per RFP |
| 8 | 1 | 31 | 38.1 | 38. Assignment: 38.1. Service Provider shall not transfer or assign at any stage, during the currency of this agreement, any of its duties, responsibilities, obligations and benefits of this agreement to any third party without the prior written consent of the Bank, except where Service Provider assigns this agreement to an Affiliate or a Joint Venture or to any entity which acquires the entire or partial stock or assets of Service Provider. However, prior notice has to be given to the Bank in all such cases. Bank can transfer or assign any service or all services under Managed Services at any stage to an Affiliate/Subsidiary/Joint Venture etc, during the currency of this agreement and inform to the MSPs. | We request the bank that Assignment should be allowed with prior intimation to the Bank | As per RFP |
| 9 | 1 | 31 | 39.1 | 39. Insurance: 39.1. The insurance shall be for an amount equal to 110 percent of the value of the Products from Warehouse to final destination on All Risks basis, valid for a period of one month after delivery and installation of products at the defined destination. 39.2. Should any loss or damage occur, the Vendor shall: 39.2.1. initiate and pursue claim till settlement and 39.2.2. Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters. | We request the bank that the Bank shall not adjust any claim losses from the bidder's monthly service bills unless and until authorised in writing by the bidder Disclaimer: CMS shall under no condition/s be responsible for any losses incurred because of any acts of Terrorism Warlike situations/ Bomb explosion, losses arising from any floods, natural calamities, earthquake or and any incidents under Force Majeure, Tsunami, Act of Foreign Enemy, hostilities, civil war, Rebellion, insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, detainment by the order of any government or any other authority. Hence losses under such situations cannot be lodged by CMS. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|---|------------------------------------|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 10 | 1 | 31 | 41.1 | 41. Limitation of liability: 41.1. For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused. 41.2. The limitations set forth herein shall not apply with respect to: 41.2.1. claims that are the subject of indemnification pursuant to IPR infringement, 41.2.2. damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, 41.2.3. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, 41.2.4. When a dispute is settled by the Court of Law in India. 41.2.5. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider. | We request the bank that the Bidder should be liable to indemnify the Bank for only actual proven loss and for acts directly attributable to the Bidder. To add the below: Further, in no event shall either party be liable to the other for any special, consequential, incidental, indirect, exemplary or punitive damages, however caused, arising out of this agreement. Notwithstanding anything contrary contained in other provisions of this RFP, neither party shall be liable to other for any proven direct losses, demand, claims, penalties, damages, indemnities etc. or of similar nature caused to the other not beyond monetary amount greater than the total amounts paid for the immediately preceding three months of arising of cause of action by virtue of Services rendered under the Agreement. Further, the bidder will not be responsible for any of data loss attributed to any reasons of force majeure or for other reasons beyond the control of the Vendor (e.g. Natural calamity, electricity failure, data migration, system failure, virus etc.) The bidder will not be responsible for any malfunctioning of the system due to virus attacks, tampering with the existing software system/data base, hardware/operating system, Database related problems and any fake, forged, soiled, loose notes or for the notes which is not issued by RBI during the agreement. However, in case of proven theft, fraud or misappropriation directly attributable to service provider or its representatives, the actual amount of loss will be paid.. Further, the indemnity should survive till the termination and/or expiry of this agreement. | As per RFP |
| 11 | 1 | 32 | 42.2 | shall not be disclosed to any third party/published without the written approval of the Bank. 42.2. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual. 42.3. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank. | We request the bank to modify this to REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION: If either party of this agreement is directed by way of a court order, subpoena or other legal or regulatory request or similar process to disclose information recorded on any documents or any of other party's Confidential Information, concerned party shall immediately notify other party in writing, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory request or similar process, in order to enable other party to make an application for an appropriate protection order. Provided however that, other party shall require to seek or the concerned party may seek on behalf of other party, a legally binding and enforceable injunctive order from competent court before the date of appearance of the concerned party before such competent authority which has sought the disclosure, so as to prevent contempt by the concerned party. A copy of the court order shall accompany such notice, subpoena, legal or regulatory request or similar process | As per RFP |
| 12 | 1 | 33 | 44.1 | 44. Vendor's obligations: 44.1. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract. | bidder should be liable for actual proven loss and for acts directly attributable to the bidder. | Clause and query are contradictory |
| 13 | 1 | 37 | 50 | 50. Termination for Default: | We request the bank to modify this clause to Notwithstanding anything contained here, SB/Vendor shall have the right to terminate this Agreement by giving 30 days notice to the other side. | As per RFP |
| 14 | 1 | 38 | 51 | 51. Force Majeure: | Force Majeure event to also include Strike, bandh. Further, the Bank shall also not withhold any dues payable to the Bidder against the services provided by the Bidder. Bidder shall not be responsible for any losses sustained under any events of Force majeure. Bank shall also not withhold any dues payable to the Bidder against the services provided by the Bidder. | Your understanding is correct |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 15 | 1 | 39 | 54 | 54. Disputes/Arbitration [applicable in case of successful Bidder only]: | Each Party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrators shall be shared equally by the Parties unless the award otherwise provides. Notwithstanding any other provision of this Agreement, any party shall be entitled to seek injunctive or other provisional relief from court of competent jurisdiction at Mumbai pending the final decision or award of the arbitrator(s). | As per RFP |
| 16 | 1 | 40 | 57 | 57. Taxes and Duties | We request the bank to modify this clause and add -Notwithstanding anything contained here in the RFP, in case of specific directions provided by a regulator or a government authority or on account of applicable law should compliance of the same lead to any changes required to be done in the manner in which the Services are performed and the same results in an additional cost for the bidder, the bidder will perform the services as per the requirements stated in the agreement. Any cost of additional effort or work due to changes in applicable government laws and regulations would have to be borne by the Bank and have the right to demand the same from the Bank and accordingly will mutually decide on the revised fees prior to continuation of such Services by the bidder. | As per RFP |
| 17 | 6 | 34 | 3.6.8.10 | 3.6.8.10 Cash Reconciliation : | RECONCILIATION OF REPORTS /STATEMENTS: The reconciliation of the reports /statements should be followed by the Bank on day to day basis for the services provided by the Vendor/SB. In case of any error/s or discrepancies found during the verification the Bank should inform or notify the Vendor/SB within 48 hours and maximum within Seven days from the time the MIS reports/statements submitted by the Vendor/SB failing which the reports/statements submitted by the Vendor/SB shall stand confirmed as correct and undisputed. The Vendor/SB shall not entertain any claims or liabilities raised by the Bank later than prescribed time hereinabove. | As per RFP |
| 18 | 8 | 1 | 8 | Performance Bank Guarantee format | Wherever Bank Guarantee is appearing in any clause in the RFP same suggestion will apply as suggeted below: The invocation of Bank Guarantee will not be justified merely because the party invoking the bank guarantee has some claim of damages against the party who furnished the bank guarantee. Bank should serve the Bidder/Vendor with an Invocation notice to rectify the error/claims etc. if any within a prescribed time (30 days) before the Bank can at its own discretion decide that the bidder has failed to follow the terms and conditions of the said document and invoke the bank guarantee. | As per RFP |
| 19 | 10 | 3 | Gen | SLA | We suggest that in case there is a conflict between the terms of RFP and the SLA, the terms of SLA shall prevail. Further, the terms of SLA shall be decided mutually at later stage. | Clarification given in 26.7 of Appendix 10 |
| 20 | 6 | 23 | 3.6 | Cash Replenishment / Cash Evacuation Services | We request the bank to define the TAT for response on customer claims | As per RFP |
| 21 | 6 | 23 | 3.6 | Reconciliation and Deduction | We request the bank to define the process in the RFP as the same is not defined | Details will be shared with selected Vendor(s). |
| 22 | 6 | 95 | 3.6.2.7 | Transit Loss Liability Limit means maximum liability for a single Transit Loss Liability Limit is Rs. 10 Cr/- (per transit). | We request the bank to reconsider this as the MHA/RBI guidelines state the maximum liability cap at 5 crores | Revised Clause Transit Loss Liability Limit means maximum liability for a single Transit Loss Liability Limit is Rs. 5 Cr/- (per transit). |
| 23 | 6 | 95 | 3.6.2.9 | Vault Loss Liability Limit means Vendor's maximum liability for a single Vault Loss Liability Limit is Rs. 10 Cr/- (per vault). | We request the bank to reconsider this as the MHA/RBI guidelines state the maximum liability cap at 5 crores | As per RFP |
| 24 | 6 | 96 | 3.6.4 | Vendor shall commence the Services under this Cash Appendix within 30 (thirty) days from the Effective Date after identification of the ATMs for the Cash Replenishment Services. The parties shall agree to add more ATMs at subsequent dates as per requirement of the Bank. For such additional ATMs, Vendor shall commence services within 30 (thirty) days of acceptance of order from the Bank | We request the bank to detail the process for the handover and takeover should take into considerations all the factors and exceptions for any delays and responsibilities | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|--------------|--|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 25 | 6 | 97 | 3.6.5.5.3.3 | The replenishment of cash shall ordinarily be done once a day, unless second loading is required due to unexpected high withdrawals or any other reason as Bank may deem necessary. In such cases Bank shall specifically advise the Vendor to perform second replenishment activity. The Vendor should take immediate steps for second replenishment on receipt of such information from the Bank by any means of communication including e-mail and telephone. The Vendor shall be paid Rs.1500/- for such second loadings wherever required. | We request the bank to make the charges to Rs. 2500 as 1500 is a 4 year old price and the costs have risen. | As per RFP |
| 26 | 6 | 98 | 3.6.5.5.4.2 | The CRA shall evacuate currency from Endpoints and count it physically at the site to check if physical cash tallies with the ADMIN balance. In the process, CRA shall segregate notes into different denominations and make it ready for preparing packets of 100 note each. Not possible to count the cash on site due to security reasons and will increase the downtime to few hours each time. | We request the bank to remove this point as it is not possible to count the cash on site due to security reasons and will increase the downtime by few hours each time the cash is getting evacuated | As per RFP |
| 27 | 6 | 98 | 3.6.5.5.4.10 | "The evacuation of cash shall ordinarily be done once a day, unless second clearing is required due to unexpected high deposits or any other reason as Bank may deem necessary. In such cases Bank shall specifically advise the Vendor to perform second evacuation activity. The Vendor shall take immediate steps for second evacuation on receipt of such information from the Bank by any means of communication including e-mail and telephone. The Vendor shall be paid Rs.1500/- for such second evacuations wherever required " | We request the bank to make the charges to Rs. 2500 as 1500 is a 4 year old price and the costs have risen. | As per RFP |
| 28 | 6 | 100 | 3.6.5.5.5 | "As daily vaulting is permitted, the vendors to ensure compliance on the following:- iii In no case, idle cash should be present in ATMs. There should not be over-indenting of cash." | Bank has defined the FOS so we request the bank to remove this clause as there will be idle cash on T+1/T+2 days | As per RFP |
| 29 | 6 | 101 | 3.6.5.5.8 | "Currency Sorting The CIT agencies shall check the quality and quantity of the currency notes at the time of delivery by the Bank before taking the same to their vaults and Bank shall take acknowledgement of the cash handed over to CRA in a register maintained for the purpose. If any shortfall is noticed thereafter, Vendor shall be responsible for the same. Wherever possible, Bank shall provide to the CIT agencies space and Note Sorting machines for the purpose. Forged/soiled notes may be returned to the Bank immediately thereafter. Any subsequent claim for forged/soiled notes shall not be accepted by the Bank. " | We request the bank to remove the point for checking the quality as it is not possible to check the quality of notes at the time of delivery by the custodians. We request the bank to take the responsibility of providing only ATM fit currency notes as their responsibility. | As per RFP |
| 30 | 6 | 102 | 3.6.5.6.4 | 3.6.5.6.4 If cash is not provided by Bank before 12 noon to the CIT. | We request the bank to make this time to 9:30 am | As per RFP |
| 31 | 6 | 102 | 3.6.5.7 | Any shortage of cash because of CRA activities whatsoever and for whatever reason shall be made good to the Bank within 7 days without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to CRA by the Bank after adjustment of outstanding dues if any. The CRA shall ensure correctness and genuineness of the cash and shall take only ATM fit currency notes for replenishment to its possession. Counting facility for currency notes shall be provided by the Bank. Once the note packets are taken out of Bank's premises the Vendor would be responsible for shortage and fake currency if any, noticed subsequently. | We request the bank to remove the point for checking the quality as it is not possible to check the quality of notes at the time of delivery by the custodians. We request the bank to take the responsibility of providing only ATM fit currency notes as their responsibility. | Clause and query are contradictory |
| 32 | 6 | 31 | 3.6.5.10 | For the purpose of cash replenishment CIT shall have a crew of one custodian and one-time combination to open the Mas Hamilton/KABA/S&G lock / Securam / equiv. system (OTC) shall be dispatched by CIT's central location. However, for ATM's which have mechanical lock CIT shall have a crew of two custodian. | MHA RBI states that there should be 2 custodians. We request the bank to change this clause | Revised Clause - For the purpose of cash replenishment CIT shall have two custodians in the crew and one-time combination (OTC) to open the Mas Hamilton/KABA/S&G lock / Securam / equiv. system (OTC) shall be dispatched by CIT's central location. Vendor has to adhere MHA / RBI guidelines also in this regard. |
| 33 | 6 | 103 | 3.6.5.14 | Depending upon geography/routes/no. of endpoints linked to a particular branch, Vendor shall transport the cash meant for SBI in a dedicated carrier van. | We request the bank to remove this clause as dedicated vehicles are not feasible | As per RFP |
| 34 | 6 | 32 | 3.6.5.15 | Vendor shall ensure that CIT/CRA replenish the cash at the ATMs on the same day. Similarly, cash evacuated shall be deposited with the Bank on the same day. Only in the case of certain unwarranted situations CIT/CRA shall be allowed to retain the cash at overnight vault | In large cities it is not possible to deposit the cash the same day. Bank should permit night vaulting in all cities where CRA has vaults. If the bank gives the cash by 12 and the deadline for deposit is 3 PM is not possible. We request the bank to modify the clause. | Bank has already allowed daily Vaulting. Please refer to the Vaulting guidelines mentioned in the RFP. |
| 35 | 6 | 106 | 3.6.8.10 | Cash Reconciliation : | We request the bank to also include provisioning of video footage as supporting proof | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|--------------|--|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 36 | 6 | 106 | 3.6.10.1 | Bank acknowledges that under the terms of the Subcontract, the CIT agrees to accept Currency in sealed packages, from Bank or Bank's designated agent, but may refuse to accept any package, bag that is not securely locked and sealed, and that is not accompanied by a written receipt which contains a statement of the value of the Currency in the package / bag. CIT shall verify the cash in Bank's premises if Bank provides space and machines for counting of notes. Where Bank does not provide space and endpoint on its premises to count the currency, the CIT shall verify by strap count on next working day of receipt any Currency shipments accepted on Bank's behalf. Verification shall be performed under videotaped CCTV surveillance or documented dual control. Neither the CIT nor Vendor shall be liable for discrepancies or shortfalls or forged notes within bulk currency bundles and/or mis- strapped denominations. The CIT's verification of funds shall be deemed final and conclusive | We request the bank to clarify this point as these ATMs types are not available. | As per RFP. Query does not match with respective Clause. |
| 37 | 6 | 109 | 3.6.14.2 | 3.6.14.2 Bank shall provide the required cash (as per denominations as mentioned in indents raised by Vendor) of ATM fit cash before 12 PM to the CIT. | We request the bank to make this time to 9:30 am | As per RFP |
| 38 | 6 | 109 | 3.6.14.3 | Cash shall be issued by Bank from one or more designated branch in each city identified for this purpose. | As per RBI Cash issuance circular, the cash maybe given by one or maximum of 2 branches in each city. We request the bank to please modify this clause. | may be discussed with Selected Vendors keeping in view of practical aspect. |
| 39 | 6 | 117 | Other Points | iv) Wherever possible (especially at Metro and big cities where Bank has more than 15 ATM/CD/CDM/Cash Recycler) CRA shall provide exclusive van for cash related activities of the Bank. | We request the bank to remove this clause as dedicated vehicles are not feasible | The clause is self explanatory |
| 40 | 1 | 4 | 2(i) | (i) Earnest Money Deposit : Offline : The EMD for an amount of Rs.50,00,000/-. Amount should be deposited online through https://sbi.abcpurchase.com against this RFP before submission of bid. | We request the bank to make the EMD as a bank guarantee and to be submitted physically along with the integrity pact. Bank should not blocking 50L cash as we have bank guarantee limits for the same. | (i) Earnest Money Deposit : Offline : The EMD for an amount of Rs. 2.00 crores in the form of Bank Guarantee (valid for 180 days from the bid submission date), to be submitted physically to : The Deputy General Manager (ATM-I&S), State Bank of India, Anytime Channels Dept., 9th Floor, Air India Building, Nariman Point Mumbai – 400 021., Maharashtra by 29/02/2020 15.00 hours subscribed "EMD for RFP No : SBI/AC/2019–20 /005 dated 24/01/2020 " and subsequent amendments thereto. " Bank Guarantee [on the lines of Appendix-16, issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. Please refer Corrigendum. |
| 41 | 1 | 26 | 22.1.4 | 22.1.4. If due to lack of technical feasibility or lack of commercial viability or due to unforeseen circumstances, the Bank finds that it is unable to buy certain components or services, or will need to substitute one component or service with another, the Bank may change the quantities beyond 20 % plus or minus in respect of following items. The Bank also reserves the right to discontinue the following products/services in respect of following items, during the term of the contract : r Price Bid Item No. Description of Product/Service If the Need for Variation Arises 1 Managed Services for Endpoints Bank may fully or partly withdraw any services under Managed Services during the currency of the project. 1(a) Replenishment of Consumables Bank may or may not avail services 1(b) Housekeeping for endpoint and immediate surrounding Bank may or may not avail services 1(e) Cash Replenishment/ Evacuation Services Bank may or may not avail services 1(f) Cassette swap services on opex basis Bank may or may not avail services 22.1.5. MS (for all the services) for existing, future and additional endpoints be provided at the same unit rate beyond the additional 20% quantities also as per Bank's discretion. | We request the bank to clarify on the intended quantity clause as bank is putting a limit of 20% and also keeping it beyond 20% | As per RFP. Bank desires to keep this discretion with them. |
| 42 | 1 | 27 | 26 | . Performance Bank Guarantee [PBG] of the amount 10% of the Total Cost of Ownership based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s) with validity period of 3 years or till the end of the contract, whichever is later, furnished hereunder strictly on the format at Appendix-8 is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. | We request the bank to make the PBG as 5% | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|--------------|---|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 43 | 1 | 36 | 37.2 | 37.2. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same. | We request the bank to add that the subcontractor should also comply to all statutory and government guidelines same as the primary bidder | Revised Clause In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security, statutory, regulatory and government requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same. |
| 44 | 1 | 37 | 38 | Bank can transfer or assign any service or all services under Managed Services at any stage to an Affiliate/Subsidiary/Joint Venture etc, during the currency of this agreement and inform to the MSPs. | We request the bank to give sufficient prior notice for this. | As per RFP |
| 45 | 1 | 37 | 39 | The insurance shall be for an amount equal to 110 percent of the value of the Products from Warehouse to final destination on All Risks basis, valid for a period of one month after delivery and installation of products at the defined destination. | We request the bank to make this till the date of delivery | As per RFP |
| 46 | 1 | 47 | 57.7 | 57.7. Bank is not assessed for any tax relating to the purchase of equipment. Consequently, any claim from local or central govt. against the Bank relating to tax for these purchases etc. shall have to be defended/settled by Vendor. In case of failure to do so, Bank reserves the right to make the payment demanded by the authorities and adjust it from payments due to Vendor. It shall be Vendor's responsibility to comply with local/ central tax requirements/ laws. Bank on its part shall not withhold providing any document that may be required under the law. | Bank should include the clause that It shall be Vendor's responsibility to comply with local/ central tax requirements/ laws for itself and its subcontractors | Your understanding is correct |
| 47 | 1 | 49 | 62.1.6. | The Selected bidder(s) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923,) and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time. | The bank should modify this clause and also ensure that the vendor and its subcontractors comply to all these codes | Revised Clause: The Selected bidder(s) and its subcontractors shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923,) and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time. |
| 48 | 1 | 49 | 62.1.6. | 62.1.6. The Selected bidder(s) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923,) and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time. | In case of wage code being implemented, we request the bank to allow equitable increase in price as per the increase in the cost of wages as declared by the Central and state govts from time to time | No change here. Bidder may please refer Clause 34.6 of appendix-1. |
| 49 | 6 | 83 | 3.4.9.6 | 3.4.9.6 All machines/endpoints of the Bank will be categorized in 2 types and maintain the availability mentioned there against : Category Minimum targeted Uptime / Availability per month VIP- endpoints 98% Regular endpoints 95% | We request the bank to reduce this to 95% and 94% respectively | Bank focus is on quality of service for its customers, therefore no change in RFP terms. |
| 50 | 6 | 83 | 3.4.9.7 | 3.4.9.7 There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases. | We request the bank to include downtime during cash fill, technician time, supervisory time, sun outage, network downtime as part of the exclusions | As per RFP |
| 51 | 6 | 39 | ANNEXURE - 1 | CRITERIA FOR SELECTION OF CRA/CIT i. Annexure -1 : Criteria for Selection of CRA/CIT | We request the bank to make it mandatory for the bidder to have two minimum CRAs designated in each region in order to manage concentration risk. In such cases, the bidder will be able to move the CRA services from one CRA to the other in a timely manner in case of any bandh, hartal, refusal to service etc. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|--------------|--|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 52 | 6 | 46 | Other Points | (vi) All employees on company's/Vendor's payroll shall comply with minimum wage, PF, ESIC norms as applicable based on their skill levels. HR department shall conduct a thorough scrutiny of employee credentials before selection. Pre-recruitment formalities shall include Police verification of the employee. | We request the bank to mandate the CRA to also cover all other statutory and other government requirements as the compliance of its vendors is the responsibility of the bank as well | Revised Clause: (vi) All employees on company's/Vendor's payroll and its subcontractors shall comply with minimum wage, PF, ESIC norms as applicable based on their skill levels. HR department shall conduct a thorough scrutiny of employee credentials before selection. Pre-recruitment formalities shall include Police verification of the employee. |
| 53 | 6 | 122 | 3.7 | (b) The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. | We request the bank to clarify the entire process and responsibilities of cassette swap in more detail and include information regarding what will happen to the set of cassettes after contract expiry etc. | Revised Clause: The managed services vendors will arrange the cassettes from OEM-SLM vendor of respective Endpoints at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. Bank will continue to provide cash as per the prevailing system. |
| 54 | 6 | 122 | 3.7 | (b) The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. | We request the bank to mandate only genuine cassettes to be fitted in the ATMs as other cassettes may damage the ATM and its parts | Revised Clause: The managed services vendors will arrange the cassettes from OEM-SLM vendor of respective Endpoints at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. |
| 55 | 6 | 122 | 3.7 | (b) The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. | We request the bank to clarify if the cassette swap will be applicable to ADWMs as well? | Your understanding is correct |
| 56 | 6 | 122 | 3.7 | (b) The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. | We request the bank to clarify if Cassette swap needs to be mandatorily provided from day one on all cash outsourced ATMs | Your understanding is correct |
| 57 | 6 | 122 | 3.7 | (b) The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. | We request the bank to clarify if Cassette swap will be applicable to onsite branch managed ATMs in future? In case it is then please clarify the process for the same | Bank may decide at later date |
| 58 | 9 | 1 | 1. General : | 1.2 Computation of all penalties at the Local Head Office level. All penalties shall be recovered concurrently from the total bill payable to the Vendor for the particular quarter, subject to the maximum of 35% of the bill payable (except for actual loss and transition penalty). | We request the bank to cap the penalty at 20% of the bill payable | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 59 | 9 | 139 | 2.2.5.2 | 2.2.5.2 Penalty for not maintaining target availability The Endpoint Provider will have to achieve the availability targets for endpoints at individual level - VIP Endpoints' and the Regular Endpoints. The penalty for not maintaining target availability will be applicable for individual Endpoints level. | We request the bank to change the uptime to 95% and 94% for VIO and regular respectively | As per RFP |
| 60 | 9 | 143 | 2.6 | 2.6 Cash Out : For Cash Out penalty shall be charged as under:- (i) Rs.1000/- per endpoint upto 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours. Example: If a cash out incident is closed within 3 hours, the penalty shall be Rs. 1000/- only. However, if it is closed in 26 hours, the penalty would be Rs. 30,000/- (Rs. 10,000/- for 12 hours +Rs. 5000/- x 4 for next 12 hours) Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours The penalty for cash out shall be applicable only where cash activity has been outsourced to the Vendor. | We request the bank to change this penalty toVendor shall be allowed maximum 2 cash outs per 100 ATM per month or part thereof for the group of ATMs allotted to Vendor at Circle level/Associate Bank level. For additional cash outs penalty shall be charged as under:- (i) Rs. 1000/- perincident (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours. Example: If a cashout incident is closed within 10 hours, the penalty shall be Rs. 1000; only. However, if it is closed in 26 hours, the penalty would be Rs. 21000/- (Rs. 1000; for 12 hours +Rs. 5000/- x 4 for next 12 hours) | Clause can not be diluted since Bank desires uninterrupted services for its customers. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|---|--|---|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 61 | 9 | 144 | 3 | 3. Deficiency of Services: Actual loss incurred by the Bank on account of errors/bugs/deficiencies in services attributable to the Vendor shall be recovered from the vendor. Further, the MS Vendors will ensure that their CIT/CRA will provide the uninterrupted services and in case of disruption of services on account of any reason Bank will recover the suitable cost from MS vendor in his next bill upto the extent of Rs 5,000/- per endpoint per day for the period service was affected. | We request the bank to remove this clause as this issue may come under Force Majeure | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 62 | 1 | 17 | 10.1.5.6 | 10.1.5.6. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. | We request the bank to allow a price increase if the Wage Code or any other statutory requirement is implemented at the central and state level as this will directly impact the cost of operations. We also request the bank to follow guidelines from time to time as per the SRO for this as even MHA is defining and recognizing SRO as the regulatory body in CIT services industry. | As per RFP |
| 63 | 1 | 19 | 13.4 | 13.4. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. | We request the bank to allow a price increase if the Wage Code or any other statutory requirement is implemented at the central and state level as this will directly impact the cost of operations. We also request the bank to follow guidelines from time to time as per the SRO for this as even MHA is defining and recognizing SRO as the regulatory body in CIT services industry. | As per RFP |
| 64 | 1 | 25 | 20 | 20. Powers to Vary or Omit Work: | We request the bank to allow a price increase if the Wage Code or any other statutory requirement is implemented at the central and state level as this will directly impact the cost of operations. We also request the bank to follow guidelines from time to time as per the SRO for this as even MHA is defining and recognizing SRO as the regulatory body in CIT services industry. | As per RFP |
| 65 | 7a | 1 | 7a | Payment Terms Appendix 7a | We request the bank to make the payment on monthly in arrears | Revised Clause: Payment will be made monthly in arrears. |
| 66 | 1 | 112 | THE FIRST SCHEDULE [See rule 4(1) of MHA Model Rules] | (10) ATM operations should be carried out only by certified personnel who have completed minimum hours of classroom learning and training. The content of such training may be certified by a Self-Regulatory Organisation (SRO) of Cash-in- Transit (CIT) Companies / Cash Replenishment Agencies (CRAs) who may tie up with agencies like National Skill Development Corporation for delivery of the courses. (11) The staff associated with cash handling should be adequately trained and duly certified through an accreditation process. Certification could be carried out through the SRO or other designated agencies. (12) Character and antecedent verification of all crew members associated with cash van movement, should be done meticulously. Strict background check of the employees should include police verification of at least the last two addresses. Such verification should be updated periodically and shared on a common database at industry level. The SRO can play a proactive role in creating a common data base for the industry. In case of dismissal of an employee, the CIT / CRA concerned should immediately inform the police with details. Further requirements are given below - | We request the bank to follow guidelines and statutes released from time to time by the SRO as even MHA is defining and recognizing SRO as the regulatory body in CIT services industry. | Suggestion noted. |
| 67 | 6 | 3 | 2 | 2. Managed Services (MS): | 10 days time line is not sufficient for take over, min 30days required | As per RFP terms. Since PO will be issued by Circles in phased manner. |
| 68 | 6 | 80 | 3.2.10 | 3.2.10 Reporting incidents of vandalism, theft, breakage, fire etc. to police/ Link Branch / LHO and other appropriate authorities. | Please clarify who will be lodge FIR & Follow ups with Police | As per RFP |
| 69 | 6 | 86 | 3.4.11.6 | 6 For such equipment not supplied and installed by Vendor like UPS, Access Lock, PC, Air conditioner, Surveillance System, installed at existing endpoint locations, Vendor shall dispatch an incident call to the respective supplier's central location. Bank's LHOs shall provide Vendor's details of their central location at the Online Portal and the Toll Free numbers of the suppliers for Vendor to log the calls. It shall be the responsibility of Vendor to ensure that the calls logged by them for rectification of certain deficiencies shall be closed. Till closure Vendor shall continue to follow up with Vendors / Suppliers. | Equipment supplied & installed by vendor such as UPS , AC ,PC ,E Surveillance should be capable of API integration with centralised monitoring tool | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|--------------------|---|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 70 | 6 | 87 | 3.4.12 | 3.4.12 Dispatch Requests Vendor Incident Management System shall take error codes from the units and route these codes to Vendor's dispatch system or a Vendor ATM Management Centre agent or the appropriate service provider as designated by Bank. All incidents which are either auto logged / manually logged under the Incident Management System should be followed up till resolution of problems. In case of communication error, Vendor shall take up with the connectivity Service Provider immediately and follow up rigorously till the fault is rectified | For atm management dispatch of call should be integrated with vendor monitoring system | Please refer Clause 27 of Appendix 1 |
| 71 | 6 | 89 | 3.5.1.2.2 | 3.5.1.2.2 Monitor and maintain Factor of Safety (FoS) : | Bank should provide cash as per indent & each FOS is calculated only for endpoints with Vaulted cash points | As per RFP |
| 72 | 6 | 98 | 3.6.5.5.4.9 | 3.6.5.5.4.9 The CRA shall conduct EOD activity on Endpoints on daily basis and submit necessary reports. | Exception to be provided for cases where ATM is down/not accessible/remote | As per RFP |
| 73 | I | 4 | 2(i) | "Offline : The EMD for an amount of Rs.50,00,000/-. Amount should be deposited online through https://sbi.abcpocure.com against this RFP before submission of bid." | We request Bank to please allow EMD to be submitted in form of BG. Bank will always have the right to revoke the BG in case of default | (i) Earnest Money Deposit : Offline : The EMD for an amount of Rs. 2.00 crores in the form of Bank Guarantee (valid for 180 days from the bid submission date), to be submitted physically to : The Deputy General Manager (ATM-I&S), State Bank of India, Anytime Channels Dept., 9th Floor, Air India Building, Nariman Point Mumbai – 400 021., Maharashtra by 29/02/2020 15.00 hours subscribed "EMD for RFP No : SBI/AC/2019-20 /005 dated 24/01/2020 " and subsequent amendments thereto. " Bank Guarantee [on the lines of Appendix-16, issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. Please refer Corrigendum. |
| 74 | 1 | 20 | 22.1.4 | Bank also reserves the right to discontinue following product/services in respect of following items, during the terms of the contract | Price quoted is for entire quantity for 3 years contract. Bank withdrawing the services partially or fully between the contract period will lead to heavy losses for vendor. Hence we request Bank to keep the services/products constant for the contract period. | As per RFP. Bank desires to keep this discretion with them. |
| 75 | 1 | 24 | 30.6 | "Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc)" | Bank has signed the AMC agreement directly with OEM. It is the responsibility of OEM vendor to provide updates, upgrades , Patches etc. Request bank to change this clause. | As per RFP. Bank's intention is in respect of bidder's own infrastructure. |
| 76 | 1 | 24 | 30.9 | "The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware/Software and should ensure support during warranty and AMC." | Bank has signed the AMC agreement directly with OEM. It is the responsibility of OEM to inform Bank regarding products/hardware/firmware/Software EOL . Only OEM will have these details. Request bank to change this clause. | As per RFP Bank's intention is in respect of bidder's own infrastructure. |
| 77 | 1 | 29 | 34.8 | "The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software." | We request Bank to keep price constant for the entire contract period. Bank gets the best price after reverse auction. Any downwards revision in price will impact overall profitability of project and in turn impact the services. | As per RFP |
| 78 | 1 | 31 | 41.1 | "For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project." | We request Bank to cap the liability of vendor to 20% of total contract value. | As per RFP |
| 79 | I | 3 | Date Configuration | Bid Submission end date 24.02.2020, 15.00 | We request Bank to please provide at least 3 weeks from date of reply to prebid queries. As Bank is aware that cassette swapping method is still not implemented by any vendor and processes are still not defined since it has to be implemented on other brand ATMs. MHA guidelines price discovery and process is still under discussion. | Revised bid submission date is 29.02.2020. Please refer Corrigendum-1. |
| 80 | 6 | 3 | 2 | "Managed Service Provider will have to take over existing sites from existing MS Vendor (in case the same does not belong to it already) on implementation of solutions at the respective endpoint and operationalize the full-fledged managed services at these endpoints within 10 days" | Bank has mentioned that MS vendor has to takeover the machines within 10 days of installation. But as per RFP all the machines are installed. We request Bank to please clarify timelines in months within which MS vendor has to takeover the machines. Ideally it should be 3 months from date of PO | As per RFP terms. Since PO will be issued by Circles in phased manner. |
| 81 | 9 | 2 | 1.2 | "All penalties shall be recovered concurrently from the total bill payable to the Vendor for the particular quarter, subject to the maximum of 35% of the bill payable (except for actual loss and transition penalty)." | Mentioned penalty is on very high side. We request Bank to cap it at 10% of invoice value per site per ATM. | Clause can not be diluted since Bank desires uninterrupted services for its customers. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|--|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 82 | 9 | 2 | 2.1 | "penalty of Rs. 1000/- per day (from the 11th day onwards) per endpoint will be charged." | Request Bank to please cap the total penalties to 10% after 3 months from PO date. | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 83 | 9 | 6 | 2.3 | "An additional penalty of Rs.5000/- per site per month shall be levied if Vendor receives more than 2 recorded complaints from the Bank for that particular site in the particular month" | Bank is already penalizing for not keeping site in condition for both Vip and regular end points. This is overlapping penalty. Request Bank to please remove the same. Also total penalty should be capped at 10% on per site per ATM | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 84 | 9 | 7 | 2.6 | "(i) Rs.1000/- per endpoint upto 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour." | 3 hours should start from the time indent is raised. Total Penalties should be capped at 10% of invoice value. | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 85 | 7 | 1 | Gen | Only "Unit Rate" written | Unit rate should be confirm (Is it PER ATM PER YEAR basis) | Yes, understanding is correct. |
| 86 | 7-1 | 1 | 7-1 | Managed Services for current RFP endpoints for 7 years | On 131 page commercial Format mentioned as 3 years whereas on 132 page mentioned as 7 year | Managed Services for current RFP endpoints for 3 years. |
| 87 | 6 | 81 | 3.3 | Maintenance and Management of peripherals / allied equipment(s) - | Maintainence of UPS & batteries is Mentioned under this clause.We request Bank to please clarify about scope of maintainence for AC, VSAT, VM & signage . | Selected Vendors ae expected to provide services in terms of Clause 3.2.8 of appendix-6 (SoW) mentioned at page 9. |
| 88 | 6 | 81 | 3.4.1 | This serves to clarify each party's responsibilities with regard to the Incident Management Services provided by Vendor hereunder for Bank's network of endpoints (Hereinafter collectively referred to as ATM). Vendor shall remotely monitor Bank's networked endpoints allotted to Vendor, both proactively and reactively, for hardware performance issues and shall dispatch incidents to Bank's service providers (Hardware Vendor/Network Vendor/Vendor's engineers) as appropriate (collectively Services). | Request Bank to provide switch document, feed samples, POC, etc | Details will be shared with selected Vendor(s). |
| 89 | 6 | 81 | 3.4.3.1 | 3.4.3.1 Remotely poll devices at intervals that detect problems immediately on occurrence. | Request Bank to clarify devices that needs to be polled. | Details will be shared with selected Vendor(s). |
| 90 | 6 | 81 | 3.4.3.2 | 3.4.3.2 Detect events that exceed set thresholds. | Request Bank to provide the threshold to manage the parameter | Details will be shared with selected Vendor(s). |
| 91 | 6 | 82 | 3.4.5.2 | 3.4.5.2 Software and screen distribution from a central source whenever eJ pulling service is availed by Bank. | EJ pulling is not in scope of this RFP. We request bank to delete this clause. | Clause to be deleted. |
| 92 | 6 | 82 | 3.4.6 | All Reports | Request Bank to share formats of all standard reports. For adhoc/ customised reports we request Bank to share the required formats and allow time for development post mutual agreement | Details will be shared with selected Vendor(s). |
| 93 | 6 | 82 | 3.4.6.5 | 3.4.6.5 Consolidation of settlement and reconciliation reports. | Request Bank to please clarify whether bank is referring C3R reports or any other reports | It will be deleberated with the selected Vendors. |
| 94 | 6 | 82 | 3.4.8.2 | Initiation of remedial action within 3 minutes from occurrence. | Request Bank to set the threshold (Waiting Time of 30min) before initiation of any action on the fault occurred, as fault could be due to network fluctuation, power outage. | As per RFP |
| 95 | 6 | 82 | 3.4.8.3 | "3.4.8.3 Endpoint availability shall be measured using Banks' Online Monitoring Tool for which an access shall be provided to Vendor. Bank shall provide to Vendor web login access to Banks' monitoring solution to check the ATM status online. Bank may integrate this solution with the Vendors' Incident Management System through Rest API based WEB Services. Vendor shall take corrective action on the basis of information displayed in the Banks' Online Monitoring Tool, if there is a case in which the Vendor's system has not captured certain faults." | Request BANK to share Rest API integration document | Details will be shared with selected Vendor(s). |
| 96 | 6 | 83 | 3.4.9.7 | 3.4.9.7 There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases. | "Request the Bank to consider the following downtime too under exclusion to Vendor Availability: Preventive Maintenance Unable to attend due to security restrictions, Riots, Strikes, Bandhs, captive sites, MHA Guidelines, Govt Regulations, etc. Bank / Banks vendor dependency Switch outages Power outages Vsat Sun outages Leased Line issues Theft attempts" | As per RFP |
| 97 | 6 | 84 | 3.4.10.10 | 3.4.10.10 Customized report options. | Request Bank to share formats of all standard reports. For adhoc/ customised reports we request Bank to share the required formats and allow time for development post mutual agreement | Details will be shared with selected Vendor(s). |
| 98 | 6 | 86 | 3.4.11.7 | 3.4.11.7 Based on the Online portal made available as required under RFP for auto-generation/reporting of tickets/faults at the endpoint, Vendor as a part of warranty, immediately arrange for dispatch of skilled personnel and ensure to resolve the faults within the stipulated resolution time. | Request Bank to provide switch document, feed samples, POC, etc | Details will be shared with selected Vendor(s). |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|--------------|---|---|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 99 | 6 | 88 | 3.5.1.1 | "3.5.1.1 Scope : The Vendor shall provide Cash Management Services to monitor and manage the availability of cash in Bank's network of ENDPOINTS. This service is designed to optimize the amount of Cash in use at ENDPOINTS. The Vendor shall provide cash needs from past usage trends and current cash status updates and forecast future cash requirements and replenishment schedules for each ENDPOINT. Likely, the Vendor shall provide cash needed to be removed from past usage trends and current cash status updates and forecast future cash removal and evacuation schedule for each cash point. " | "We request Bank to provide following 1. One year Dispense data from Bank 2. Timeframe & frequency for Cash balance files 3. Daily Dispense file" | Details will be shared with selected Vendor(s). |
| 100 | 6 | 93 | 3.5.1.11 | 3.5.1.11 MIS Reports / Dashboard (All Reports) | Request Bank to share formats of all standard reports. For adhoc/ customised reports we request Bank to share the required formats and allow time for development post mutual agreement | Details will be shared with selected Vendor(s). |
| 101 | 6 | 97 | 3.6.5.5.3.1 | "3.6.5.5.3.1 Cash Replenishment means CASH ADD i.e. additional cash to be replenished shall be added in the ATM cassettes and the management and reporting of all cash placements in the manner and amounts the Vendor's cash management tool specifies. If cash replenishment is scheduled for a particular ATM the administrative maintenance and ATM balancing activity shall be performed along with cash replenishment." | Require clarity if "Add cash" is required or "Cassette swap" as per MHA guidelines | As per RFP |
| 102 | 6 | 101 | 3.6.5.5.9.2 | 3.6.5.5.9.2 Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours | Request Bank to consider exclusions as per MHA guidelines. Please cap the total penalty to 10% of invoice value per ATM per Month. | As per RFP |
| 103 | 6 | 101 | 3.6.5.5.9.3 | "3.6.5.5.9.3 FLM calls related to bottom hatch of the ATM that requires opening of ATM safe / vault shall be attended by Vendor appointed CIT. Response time for attending FLM calls shall be 2/4/6 hours for VIP/Metro-Semi-urban-Urban/Rural ATMs For this Cash Appendix, Response Time means the time taken by CIT to attend the FLM call from the time the call is logged with Vendor's management Centre " | Request Bank to consider exclusions as per MHA guidelines where in case of rural ATMs loading and FLM activities after 5pm is not allowed. | As per RFP |
| 104 | 6 | 102 | 3.6.5.6 | "3.6.5.6 Vendor shall not be responsible for cash outs and related downtime of ATM if it arises due to following reasons: 3.6.5.6.1 Quantum of cash not received as per indents raised by Vendor. 3.6.5.6.2 Cash not received as per denominations indented 3.6.5.6.3 If the ATM stops dispensing a particular denomination and it is needed that the ATM should be configured to continue dispensing the other remaining denomination. 3.6.5.6.4 If cash is not provided by Bank before 12 noon to the CIT. 3.6.5.6.5 If ATM is down when CIT arrives at the ATM site for cash replenishment. " | "Request Bank to include the below reason in the list where Vendor shall not be responsible: Collection of cash or Cash loading not possible due to Force Majeure situations" | As per RFP |
| 105 | 6 | 106 | 3.6.8.10 | "3.6.8.10 Cash Reconciliation : a) Cash difference, if any, has to be reported to the Bank on the next working day failing which the Vendor shall be liable for the loss incurred by the Bank (if any). b) Any cash loss to the Bank due to cash shortage in ATMs shall be intimated to the Vendor, with supporting documents/proofs within 6 working days from the date of submission of reports by the Vendor. The Vendor shall respond to such communication within 3 working days from the receipt of the intimation failing which Vendor shall be liable for the said loss. Supporting documents/proofs include but are not limited to : i. Cash replenishment report, JP logs (only if JP is installed/enabled) / EJ and ATM counters for the time period the variance was discovered and the same report(s) for the previous and post settlement periods. ii. Copies of Bank's ATM reconciliation reports indicating the ATM's beginning, ending and dispensed totals for the time period the variance was discovered. iii. Copies of the suspect transactions report. iv. Bank's calculation of the claimed variance. " | "We request Bank to provide folloing 1) require 7 working days to work upon on shortage cases 2) require Switch and CBS data for each shortage query along with switch response codes from the Bank 3) Request bank to confirm if the bank wants FCR reports from engineer for suspend transaction report or something else. 4- Bank to ensue timely supply of EJ files for reconciliation. | As per RFP |
| 106 | 9 | 1 | 1. General : | 1.2 Computation of all penalties at the Local Head Office level. All penalties shall be recovered concurrently from the total bill payable to the Vendor for the particular quarter, subject to the maximum of 35% of the bill payable (except for actual loss and transition penalty). | Request the Bank to cap total penalty to 10% per ATM per invoice value | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 107 | 9 | 138 | 2.2.5.1 | "2.2.5.1 There will be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases. " | "Request the Bank to consider the following downtime too under exclusion to Vendor Availability: Preventive Maintenance Unable to attend due to security restrictions, Riots, Strikes, Bandhs, captive sites, MHA Guidelines, Govt Regulations, etc. Bank / Banks vendor dependency Switch outages Power outages Vsat Sun outages Leased Line issues Theft attempts" | As per RFP. Please also refer Clause 51 of appendix-1. |
| 108 | 6 | 8 | 3.1 | "Supply and Replenishment of consumables such as paper roll, printer ribbons, inkjet cartridge Vendor shall replenish consumables essential to ensure uninterrupted ENDPOINT operation as necessary without limitation on quantity." | Request Bank to please provide approximate avg. transactions per ATM and how many ATMs are having JP enabled and make wise endpoint count. | Details will be shared with selected Vendor(s). |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|---|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 109 | 6 | 12 | 3.4.9.7 | "There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases." | Request bank to provide exclusions for bank network outage, cash out due to less/no cash provided by bank etc. for Bank dependency cases | As per RFP |
| 110 | 6 | 19 | 3.5.1.3.2 | "(i) Rs.1000/- per endpoint upto 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour." | Request bank to cap the cash out penalty at Rs.1000 for each instance | Bank focus is on quality of service for its customers, therefore no change in RFP terms. |
| 111 | 6 | 20 | 3.5.1.5 | "Cash verification- Vendor shall arrange for cash verification by other than joint custodians once a month to verify cash position in the ENDPOINT and submit verification reports for each month to the concerned Link Branch and CMCS Department of the Circle by 15th of the next month." | Request bank to conduct cash verification once a quarter | As per RFP |
| 112 | 6 | 26 | 3.6.5.5.1 | "Administrative Maintenance - The CRA/CIT shall conduct EOD activity on ATM on daily basis and submit necessary reports. At the time of daily end of day activity, CIT shall retrieve and account for mutilated cash from the divert cassette; replenish receipt tapes, ribbons and print cartridges, if required." | Considering the geographical locations of SBI ATM's, daily EOD will not be possible for all locations. Request bank to change it to once in 3 days | As per RFP. Daily EOD to be done and Daily Reconciliation is also to be done. |
| 113 | 6 | 35 | 3.6.8.10 b) | "Any cash loss to the Bank due to cash shortage in ATMs shall be intimated to the Vendor, with supporting documents/proofs within 6 working days from the date of submission of reports by the Vendor. The Vendor shall respond to such communication within 3 working days from the receipt of the intimation failing which Vendor shall be liable for the said loss. Supporting documents/proofs include but are not limited to" | Request bank to provide EOD to EOD complete EJ's and switch listings | As per RFP |
| 114 | 7a | 1 | 7a | Payment will be made quarterly in arrears | Request bank to pay on Monthly basis | Revised Clause: <u>Payment will be made monthly in arrears.</u> |
| 115 | 9 | 7 | 2.5 | "If FoS is more than 2 or 2.5 as mentioned above, then interest @ 18.60% will be levied on the excess cash found above the prescribed norm." | These are overlapping penalties. Request bank to exclude this penalty as already bank is deducting cash out penalty | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 116 | 6 | 9 | 3.2.3 | "All sites shall be cleaned minimum twice a day for Regular endpoints and thrice a day for VIP endpoints and report through Online Portal or Mobile Application for any non-functioning of the endpoint or any fault or non - availability of connectivity." | Practically it will not be possible for House keeping person to upload picture through online portal. Request bank to exclude this clause. | As per RFP |
| 117 | 9 | 2 | 1 | General | Request bank to cap total penalties at 10% of monthly charges per ATM | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 118 | 6 | 82 | 3.4.8.1 | Intimation to Bank within 3 minutes of fault occurrence. | Request Bank to provide clarity on the format of the intimation is required. Time duration for intimation to bank should be between 10-15minutes. | As per RFP |
| 119 | 6 | 82 | 3.4.8 | 3.4.8.3 Endpoint availability shall be measured using Banks' Online Monitoring Tool for which an access shall be provided to Vendor. Bank shall provide to Vendor web login access to Banks' monitoring solution to check the ATM status online. Bank may integrate this solution with the Vendors' Incident Management System through Rest API based WEB Services. Vendor shall take corrective action on the basis of information displayed in the Banks' Online Monitoring Tool, if there is a case in which the Vendor's system has not captured certain faults. | Request BANK to share Rest API integration document. Need clarity if monitoring would be feed based or through integration with SBI monitoring tool | Details will be shared with selected Vendor(s). |
| 120 | 6 | 86 | 3.4.11.4 | 3.4.11.4 Based on Incident Management System manage the coordination of incidents that require both single and multiple third-party dispatches. Vendor shall monitor (i) receipt of an incident, (ii) arrival on-site, (iii) repair time and (iv) total resolution time from start to finish. | Since AC/UPS/ATM OEM/Network vendors would have direct contract with SBI, we request bank to incorporate these requirements in terms of agreement with them that will enable us to gather these details without confusion | Selected Bidder(s) needs to manage the coordination of incidents till closure |
| 121 | 6 | 86 | 3.4.11.8 | 3.4.11.8 Monitoring the status of endpoints for non-compliance of Multi-Vendor Software and endpoint protection solution (will require coordination with various vendors in respect of existing endpoints). | We request bank to provide clarity on this point as MVS is not a part of scope in this RFP | Selected Bidder(s) needs to monitor and report to the MVS vendor and follow up till closure |
| 122 | 6 | 97 | 3.6.5.5.1 | 3.6.5.5.1 Administrative Maintenance - The CRA/CIT shall conduct EOD activity on ATM on daily basis and submit necessary reports. At the time of daily end of day activity, CIT shall retrieve and account for mutilated cash from the divert cassette; replenish receipt tapes, ribbons and print cartridges, if required. | We request Bank to be considerate on daily EOD on ATMs with geographical reach related constraints | As per RFP. Daily EOD to be done and Daily Reconciliation is also to be done. |
| 123 | 4a | 3 | AL1.0 AL3.0 AL4.0 AL5.0 AL6.0 | Module Item Feature Id Features MGD POEWR A L.1.0 Input and Output Voltage of UPS should be checked MGD POEWR A L.2.0 Input and Output Current of UPS should be checked MGD POEWR A L.3.0 Input frequency of UPS should be checked MGD POEWR A L.4.0 Battery Life of UPS should be checked MGD POEWR A L.5.0 Battery Voltage of UPS should be checked MGD POEWR A L.6.0 Internal Temperature of UPS should be checked | Since UPS vendors would have direct contract with SBI, we request bank to incorporate these requirements in terms of agreement with them that will enable us to gather these details without confusion | UPS is very vital for Bank; therefore Clause to be retained. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|-------------------|---|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 124 | 7 | 131 | f | Providing Cassette Swap Services on OPEX Basis | If bank opted with "Add cash Method" then how it will proportionate the cost of cassette swap method.Bank cannot opt for cassette swap to start with and then shift to cash add. Vendor will have already invested in purchase of cassettes for OEMs allotted. We also request Bank to procure cassettes directly from OEMs and provide to MS vendor for cassette swap method. | In terms of appendix-6(SoW) Bank desired this service on opex basis for all work related to this service. Therefore, no change be considered. |
| 125 | 1 | 30 | 36.1 | The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Bank shall provide prior notice of 3 calendar days before such audit provided this will not be applicable in case of audit is conducted by any statutory or regulatory authority. | Audit should be in in respect of the specific services provided under the scope of this RFP . | Your understanding is correct |
| 126 | 1 | 30 | 36.2 | The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. | Audit should be in in respect of the specific services provided under the scope of this RFP . | Your understanding is correct |
| 127 | 1 | 38 | 50.2 | Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated. | Increase in the cost needs to be capped | As per RFP |
| 128 | 1 | 39 | 53.1 | The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. | We request Bank to pay for the services provided till termination date. | Your understanding is correct |
| 129 | 10 | 8 | 1.3.3 | The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of two years at the sole discretion of the bank. | Renewal of agreement for two year will be subject to revised commercials as mutually agreed | As per RFP |
| 130 | 10 | 13 | 7.1 | Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur | Claims should be capped at contract value and legal fees should be reasonable | As per RFP |
| 131 | 4a | 1 | AD1.1.0 | Tracking delivery of cash | Agree; however, it will not be viable to give this feed to bank, for compliance purpose. | Selected bidder(s) and their CIT should have System to track cash right from cash forecasting till replenishment / evacuation. |
| 132 | 4a | 2 | AH7.0 & AH8.0 | "Intrusion Detection System Virus protection, detection and maintenance of virus definitions" | We assume these are applicable only for Monitoring center and not ATM | Yes, understanding correct |
| 133 | 6 | 8 | 3.1 | Replenishment of Consumables: | Bank is requested to provide current consumption volume | Details will be shared with selected Vendor(s). |
| 134 | 6 | 13 | 3.4.10.14 | Vendor shall provide the required documents to the Bank's official. | Please provide list and template of these required documents | Details will be shared with selected Vendor(s). |
| 135 | 6 | 14 | 3.4.10.22 | "Providing on the call support to provide the One-Time-Password to service provider at the endpoint site using the Centralized Access Management Solution after ensuring the legitimacy of the service provider from the Inventory." | This should be under scope of Software Security Provider. Please confirm. | As per RFP |
| 136 | 6 | 20 | 3.5.1.5 | Cash verification- Vendor shall arrange for cash verification by other than joint custodians once a month to verify cash position in the ENDPOINT and submit verification reports for each month to the concerned Link Branch and CMCS Department of the Circle by 15th of the next month. Agreement for an amount exceeding the total Cost of the Project." | Cash verification is feature relevant to Add-Cash Replenishment. Onsite Cash Verification is assumed as not required for Cassette Swap when activated, as cassettes cannot be opened onsite. We look to have your confirmation. | Bank may decide at later date |
| 137 | 6 | 46 | Other Points (iv) | "Wherever possible (especially at Metro and big cities where Bank has more than 15 ATM/CD/CDM/Cash Recycler) CRA shall provide exclusive van for cash related activities of the Bank." | CITs always provide shared service and make multiple trips round the day, with each trip covering 15-40ATMs. It will be economically unviable to have exclusive van for 15 ATM replenishment in a big metro, where CITs typically provide replenishment to over 500 ATMs a day | The clause is self explanatory |
| 138 | 6 | 23 | 3.6 | - | CIT Services are subject to local security profile and a change in security profile may impact SLAs. Bank is requested to accept exclusion of SLA for the period where a security event is notified by CIT Agency. | Refer clause 51 of Appendix 1 of the RFP |
| 139 | 6 | 33 | 3.6.7 | The vendor shall submit to concern LHO a Bank Guarantee for the term of 36 months@Rs.50,000/- ATM | We request Bank to reconsider this clause since vendor will be submitting PBG @10% of TCO which is good enough to protect the Bank. | As per RFP |
| 140 | 1 | 21 | 26.1 | Performance Bank Guarantee of the amount 10% of TCO with Validity of 3 years. | We request Bank to keep one year validity for PBG to be renewed every year. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|----------|-----------------------|--|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 141 | 3 | 1 | 3 | The Bidder should be profitable organization (on the basis of Profit before tax) during at least three of the last five financial years, i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19. Out of which, bidder must be profitable organization (on the basis of Profit before tax) in the year 2018-19 | Request to consider below clause:- "The Bidder should be operating profitable organization (on the basis of operating profit) or positive Net Worth during at least three of the last five financial years, i.e. 2014-15, 2015-16, 2016- 17, 2017-18 and 2018-19. Out of which, bidder must be operating profitable organization (on the basis of operating Profit before tax) in the year 2018-19." We are existing Service Partner / Vendor of SBI for ATM managed services with experience of more than 8 years and providing ATM management services for more than 12000 ATMs. We are very strong competitor in the ATM Industry for ATM managed services servicing major PSU Banks in India hence would like to bring to your notice that as per RFP Clause no 17.6 (Basis of allotment) mentioned below we should be allowed to participate in the Bid by amending the above mentioned clause of eligibility criteria Appendix 3, point no.3 of PBT to Operating Profit or Positive Net worth. Please note Clause no 17.6 (Basis of allotment) in the RFP which states that, Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 29, 2019. According to point no 10b of the above guideline on page no 3, which reads as Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier. Kindly consider our request to | As per RFP |
| 142 | 9 | 2 | Penalties - SLA Terms | Penalties - SLA Terms | Request for overall penalty cap to 10% against monthly invoice. | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 143 | 6 | 33 | 3.6.7 | The Vendor shall submit to the concerned LHO a Bank Guarantee for the term of 36 months @Rs.50,000/- per ATM | The Vendor shall submit to the concerned LHO a Bank Guarantee for the term of 36 months @Rs.25,000/- per ATM | As per RFP |
| 144 | 1 | 16 of 43 | 17.6 | Basis of Allotment | Request the Bank to introduce L3 and L4 since the number of ATMs is quite large to be assigned to two vendors only. This will allow more players and will help the Bank to avoid the risk of concentration | As per RFP |
| 145 | 6 | 18 of 59 | 3.5.1.2.2 | Factor of Safety (FOS) 2 days | "2 days cannot be achieved considering the formula of (Opening Balance + Replenishment) / Dispense for individual ATMs. As per industry practice the FOS needs to be calculated across the ATM network. Recommendation: a) 2.5 days is achievable across the ATM network in case of opening balance / dispense excluding holidays. b) 2.5 days is achievable across the ATM network in case i) (opening balance / dispense) for normal working days; and ii) holiday (one day opening balance / multiple holidays dispense) e.g. 14th opening balance / (14th + 15th + 16th dispense) " Bank needs to confirm the cut-off time for FOS calculation. Accordingly the cash issuing time (mentioned as early morning in the appendix 6) needs to be defined as 7 AM for non vaulting locations and 100% cash availability needs to be ensured on T-1 basis at all vaulting locations as per the indented amount and denominations. Since delayed cash issuance will case worse Foes for the network. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|---|--|---|------------------|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 146 | 6 | 19 | 3.5.1.2.2 3.5.1.2.2 3.5.1.3.2 3.5.1.3.2 | Factor of Safety (FOS) penalty Factor of Safety (FOS) vault more than 15% penalty cash out penalty Reject Bin Full penalty | FOS cannot be measured ATM wise / circle wise it has to be pan India network. Penalty on FOS is not acceptable. Request the Bank to remove the penalty. Penalty on vaulting is not acceptable. Request the Bank to remove the penalty. Also, this point is contradicting with the point no. 3.6.5.5.5 where overnight vaulting process is explained. Entire loading amount to be vaulted for next day loading. "ATM in non vault location will be dependent on cash withdrawal from linked branches or currency chests hence might not be possible to be loaded in stipulated time. Vaulting location will also depend on the time of cash withdrawal and then loaded. MHA time restriction as per page 49 of 59 point(xiv) measure of risk mitigation to be excluded Hence, request the Bank to remove the penalty." ATM fit currency to be provided by the Bank. Lock issues, power failure and other dependency may cause delay to clear the reject bin. Even if the bin is cleared the status may not get update in the switch. | As per RFP |
| 147 | 6 | 20 | 3.5.1.3.2 3.6.5.5.8 3.5.1.7.2 3.6 3.6.2.7 3.6.2.9 3.6.5.3 3.6.5.5.2 3.6.5.5.3.3 3.6.5.5.4.2 3.6.5.5.4.4 3.6.5.5.4.10 3.6.5.5.5 (a) (ii) 3.6.5.5.5 (b) 3.6.5.6 3.6.5.8 3.6.5.9 3.6.5.10 3.6.10 3.6.14.2 3.6.14.3 7(1)(e) | Reject Bin Full penalty Currency sorting Historical information Cash replenishment / cash Evacuation . Cash related activities shall include, inter alia, receiving cash from ad designated centre / branch of Bank / reserve bank of India Transit loss liability limit is 10 Cr Vault loss liability limit is 10 Cr in case of emergency , bank may direct CRA to collect cash from any other branch in the city ATM balancing second loading charges CRA shall evacuate currency Cash evacuated from end points - vaulting maybe allowed Evacuation of cash second time will be chargeable of 1500 VIP ATM loading twice / thrice a day The branch and vendor to arrive at the final indent on T-1 day. The branch shall keep the cash separately ready at T-1 End-of-day so that the cash be provided to CITs early morning on the T day. Vendor shall not be responsible for cash outs and related downtime of ATM if arises due to following reason OTC activated in Route mode CIT shall start cash replenishment service only after successful activation in Route mode for the purpose of cash replenishment CIT shall have a crew of one custodian and one time combination to open the OTC lock and mechanical lock CIT shall have a crew of two custodian Acceptance and Verification Bank shall provide the required cash as per denomination before 12 pm Cash shall be issued by Bank from one or more designated branch in each city the second schedule (1) training for personnel appointed or engaged in cash transportation activities Minimum 12 bore DBBL shot gun should be provided to guard | ATM fit currency to be provided by the Bank. Lock issues, power failure and other dependency may cause delay to clear the reject bin. Even if the bin is cleared the status may not get update in the switch. Conflicts with point no. 3.6.5.7. Need to understand if the Bank is going to provide only counting facility or counting and sorting facility to the CIT. This is important from the commercial perspective. will require 2 years dispense denomination wise to check the trend of daily , holiday, festive seasons. For the MSP, any pick point other than the designated / link branch will incur CIT additional charges. No penalty can be accepted related to this and it will be done on best effort basis. as per MHA it is 5 cr. Page 47 of 59 point (xii) contradicts It cannot be restricted to 10 Cr as there might be a requirement depending on number of ATMs in a location. Also the vaulted amount will increase during pick periods. For the MSP, any pick point other than the designated / link branch will incur CIT additional charges. It will be done on best effort basis. Admin process for cash replenishment / evacuation to be shared by the Bank It will be done on best effort basis. Cash dependency will be there if sufficient cash is not vaulted or Bank branch is closed for both vaulting as well as non-vaulting location It is time consuming activity of preparing packet and sorting at the site and will impact the other ATM services. We recommend that this activity is done at the CIT vault and the cash to be submitted to the Branch the next day. For this case penalty should not be calculated on vaulting 15% breach Evacuation second time in a day will be done on best efforts basis depending on vaulting / non vaulting location and bank working hours and accessibly to that ATM. This is to be done on best effort basis considering cash availability (Bank Branch / CIT vault) and MHA restrictions. No penalty to be applicable if it is beyond MSP's control. Bank to provide cash in early morning by 7 AM MHA restriction to be incorporated | As per RFP |
| 148 | 6 | 20 | 3.2.3 3.2.6 3.3 3.4.3.3 3.4.4.5 3.4.5.2 3.4.8.1 3.4.9.7 3.4.10.12 3.4.10.14 3.4.10.22 3.4.13 3.6.8.7 4 | All sites shall be cleaned minimum twice a day for Regular endpoints and thrice a day for VIP endpoints and report through Online Portal or Mobile Application for any non-functioning of the endpoint or any fault or non availability of connectivity. Display of Manage Service Center's toll-free number etc. at the endpoint site for reporting of the problem Vendor shall monitor health, repair and maintain UPS and Batteries. Use Simple Network Management Protocol (SNMP) for polling, wherever SNMP cards are provided for UPS and necessary feed is received Proactive/predictive analysis & recommendations Software and screen distribution from a central source whenever eJ pulling service is availed by Bank. Intimation to Bank within 3 minutes of fault occurrence. There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases. Coordination / management of multi-Vendor support. Vendor shall provide the required documents to the Bank's official Providing on the call support to provide the One-Time-Password to service provider at the endpoint site using the Centralized Access Management Solution after ensuring the legitimacy of the service provider from the Inventory The Vendor will need to integrate with the Bank, for the feed distribution system for Online Monitoring Solution (OMS)/Switch based Monitoring Tool of the Bank. The Vendor will be provided web access of OMS/Switch based Monitoring Tool for Operational Dashboard/Fault Monitoring, Incident Management Module, and Vendor Payment System. ATM deposit pick up service Customization, Integration, installation and testing (including end to end UAT/SIT/Security Review) at test environment at IT-ATM Lab and thereafter in Live environment, monitoring and Observations | MSP will provide the cleaning service but the cleaning agency does not have any such Online Portal or Mobile Application available with the cleaning person. Kindly elaborate this requirement. Does the MSP need to take calls from cardholders walking into the ATM centres? Bank will provide feed or how this is being monitored online? Bank will provide feed or how this is being monitored online? How it is being done currently. Is any separate online feed available? Is EJ pulling part of the scope? Need more clarity on this point. Need clarity on this point Will engineer delays by OEMs (ATM, UPS, VSAT etc.) be attributed to MSP even if timely dispatches, follow-up and escalations are done? Need more details Need more details Need more details of this solution Need more details What would be approximate number of such ATMs? Will supplying deposit envelops be MSP responsibility? Need clarity on this point | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 149 | 1 | 9 | 1.1 | "1.1. State Bank of India, herein after referred to as "SBI/ the Bank", is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India and branches/other offices located in India and foreign, other exchange companies available at various locations and managed by the Bank) collectively referred to as State Bank Group or "SBG" hereinafter. This Request for Proposal (RFP) has been issued by the Bank for procurement of Managed Services for approx. 28,000 endpoints (ATMs / ADWMs etc.) as on date, and other machines to be added/ withdrawn during the currency of the agreement at the sole discretion of the Bank. There will be provision for extension of the agreement for further two years following a review in light of the then prevailing market conditions and Bank's requirement. This RFP is for procurement of Managed Services (MS). However, the Bank is free to entrust the MS to another vendor at any stage in the interest of the Bank." | "Clause states that Bank is free to entrust the MS to another vendor at any stage in the interest of the Bank., Request bank to consider same based on performance only and not by any other parameter" | As per RFP. Bank desires to keep this discretion with them. |
| 150 | 1 | 17 | 17.6 | "In case all local suppliers available for the captioned RFP; the allocation shall be done as under : Allocation between L1 and L2 will be in the ratio of 65:35 based on the Total Cost of Ownership quoted in the Reverse Auction, provided L2 matches not only Reverse Auction price of L1 but also matches the L1 prices worked out after reverse auction in respect of line items of the Indicative Commercial Bid. If L2 refuse, then the offer will be made to L3 and so on. In the event L2/L3 and so on, are not willing to take, entire procurements will be awarded to L1. In the event of successful bidder (L1) refuses to accept the order at any stage, Bank has the right to allot his quota to the next bidder." | Currently bank has 4 vendors to manage current MS portfolio, but this RFP will be issued only to 2 Vendors. Will request bank to consider 4 vendors again to split same as this will help reduce the overall risk for the bank on their MS portfolio | As per RFP |
| 151 | 1 | 24 | 30.6 | "Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes." | Bidders here cannot provide patches/upgrades when SLM contract for the ATMs will be with bank. Please confirm that our understanding here that bidder will only manage Incident management and follow up with the SLM vendor for gettign the patch applied on the machine | As per RFP. Bank's intention is in respect of bidder's own infrastructure. |
| 152 | 1 | 25 | 31.2 | "31.2. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period." | Bidder will be available here for support, But on call visits and onsite support will be responsibility of OEMs as SLM contract will be between bank and OEM vendor. Here bidder will only manage call from vendors. We request the bank to confirm that our understanding is correct | As per RFP |
| 153 | 1 | 34 | 47 | "47. Liquidated Damages; If the vendor fails in providing the services, as per the terms and requirements specified in this RFP, Bank will charge penalty @ 1% of the purchase order value calculated on the billing of the number of Endpoints allotted up to period given in Project Plan, subject to a maximum of the 10% of the purchase order value. This penalty is in addition to other applicable penalties." | Request bank to consider capping of LD to 5%of purchase order value | As per RFP |
| 154 | 1 | 26 | 31.1.12 | "31.1.12. Vendor to meticulously follow following control measures - CONTROLS TO BE IMPLEMENTED BY THIRD PARTIES AND TO BE MONITOTED BY IT APPLICATION OWNER" | Please clarify that same needs to submitted only by sucessful bidder only | This has to be submitted by every bidder in a newly created form Appendix-15 Please refer amendment. |
| 155 | 1 | 30 | 37.1 | "37.1. As per scope of the RFP, subcontracting is not permitted. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same." | Request bank to allow subcontracting as few activites like site repairing, AMC , etc needs to be outsourced to respective OEM and CRA | Refer clause 37 of Appendix-1 |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 156 | 3-2 | 2 | 7 | "7. We agree to provide all managed services relating to endpoints, to be provided under this RFP for a Minimum period of three years (with a provision to extend for 2 years at the discretion of the Bank) by deputing our suitable resources at the endpoint as and when required irrespective of number of visits to operationalize or to ensure uptime of endpoint or to carry out any activity without any additional cost to the Bank as we will be building suitable cost factor as a part of Total cost of ownership as a part of RFP. Illustrative but not exhaustive list of activities are as under : i.- Any managed service activities. i.- Supporting any hardware of endpoint replacement/troubleshooting i.- Supporting Testing, installation, reinstallation, bug fixing, trouble shooting, upgradation at the endpoint in connection with Multi Vendor Agent, any endpoint protection solutions like Hard Disk encryption, White listing Solutions, any agent etc. i.- Supporting the Multi-Vendor Software Solutions, Endpoint Protection Solutions and Online Monitoring Solution. i.- Supporting of loading of any software, any agent, any patches which could not be done through centralized patching i.- Service for loading and on-going maintenance of encryption keys; i.- Service like IP address Changes, DNS Changes, changing currency cassettes configuration, changes combination lock setting etc i.- Service during natural calamities or fire. i.- Any preventable call i.- As and when required by the Bank to carry out specific activity." | Request bank to clarify if said activities are in scope of project as same seems to be part of SLM vendor. MS vendore in this case can of coordinate between Bank and Banks SLM vendor for activities. Please clarify | As per RFP |
| 157 | 6 | 3 | 2 | The Managed Services Provider should be!..... | This part states about taking over in 10 days for site, It states HOTO,et, but there is no mention about take over incase there are any defects that are found with assets maanged by previous vendor. Request bank to clarify same. | Clarifications are given in Clause 1.3 and 1.4 of appendix-9 (Penalties - SLA terms) |
| 158 | 6 | 7 | 3.3 | 3.3 Maintenance and Management of peripherals / allied equipment(s) | Point says "Maintainance and Management" please clarify us that our understanding here that AMC also needs to be managed here, Also let us know what all are peripherals/Allied Equipment here in scope. | i. AMC not expected. ii. UPS and batteries are covered. |
| 159 | 6 | 9 | 3.2.8 | "3.2.8 Monitoring Site and reporting any problems relating to following through Online Portal or Mobile Application:" | Please clarify that online portal/Mobile application will be of bank or Bidders? | The online portal/mobile application will be provided by the bank |
| 160 | 6 | 11 | 3.4.5.2 | "3.4.5.2 Software and screen distribution from a central source whenever eJ pulling service is availed by Bank." | Requesting bank to keep same out of scope as EJ is managed by MVS vendor of Bank. The bidder has no control of the MVS solution to manage this service | Clause to be deleted. |
| 161 | 6 | 11 | 3.4.8.4 | "3.4.8.4 Vendor shall attend to tickets raised by mobile application/e-surveillance system/any other system as approved by the Bank from time to time." | Request the bank to clarify if this is the bidders system for tickets or the bank wants the bidder to use any other system for this activity. | The online portal/mobile application will be provided by the bank |
| 162 | 6 | 12 | 3.4.9.6 | "3.4.9.6 All machines/endpoints of the Bank will be categorized in 2 types and maintain the availability mentioned there against : Category Minimum targeted Uptime / Availability per month VIP- endpoints 98% Regular endpoints 95%" | Please clarify that the said uptime is RAW uptime requirement | As per RFP |
| 163 | 6 | 12 | 3.4.9.6 | "3.4.9.6 All machines/endpoints of the Bank will be categorized in 2 types and maintain the availability mentioned there against : Category Minimum targeted Uptime / Availability per month VIP- endpoints 98% Regular endpoints 95%" | Request bank to change same to RAW uptime requiremnt VIP endpoints to 96% and Regular endpoints to 93% | As per RFP |
| 164 | 6 | 14 | 3.4.10.22 | "3.4.10.22 Providing on the call support to provide the One-Time-Password to service provider at the endpoint site using the Centralized Access Management Solution after ensuring the legitimacy of the service provider from the Inventory." | Please clarify that bank will give access to banks Centralised Access Management solution to vendor's Operation center from where bidders resources can give access | As per RFP |
| 165 | 6 | 15 | 3.4.11.6 | "3.4.11.6 For such equipment not supplied and installed by Vendor like UPS, Access Lock, PC, Air conditioner, Surveillance System, installed at existing endpoint locations, Vendor shall dispatch an incident call to the respective supplier's central location. Bank's LHOs shall provide Vendor's details of their central location at the Online Portal and the Toll Free numbers of the suppliers for Vendor to log the calls. It shall be the responsibility of Vendor to ensure that the calls logged by them for rectification of certain deficiencies shall be closed. Till closure Vendor shall continue to follow up with Vendors / Suppliers." | Earlier in RFP refer page 07/59 of appendix 6 - Scope of work " point 3.3 of MS scope" says Maintenance and Management of peripherals / allied equipment(s); please clarify said equipments only needs to be managed with banks vendor/supplier except UPS. please clarify | i. AMC not expected. ii. UPS and batteries are covered. |
| 166 | 6 | 22 | 3.5.1.11 | "7. Report on Site Condition Report on condition of kiosks, repairs necessary/undertaken" | Request bank to clarify on defination of Kiosk here as bank has many other kioks other than ATMs and Recyclers | Kiosks means ATMs and ADWMs |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|-------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 167 | 6 | 27 | 3.6.5.5.4.4 | "3.6.5.5.4.4 The cash evacuated from Endpoints shall have to be deposited on same day to the Bank by CRA. Cash evacuated from Endpoints shall not be taken to the vault of CRA. Vaulting may be allowed in exceptional cases, if the evacuation is done beyond banking hours/ holidays. But such cash shall have to be deposited the next day at start of business at the branch." | Request bank to consider deposit on T+1 days as same day deposit might not be possible in some scenerio by bank | The clause is self explanatory |
| 168 | 6 | 31 | 3.6.5.6.4 | 3.6.5.6.4 If cash is not provided by Bank before 12 noon to the CIT. | Request bank to give cash by 10 AM to CIT as this will enable him to complete loading activity before cutoff time and reduce vaulting | As per RFP |
| 169 | 6 | | 1.2 | "1.2. Loss Liability Limit means the maximum amount of Provider's liability for an Endpoint Loss. The Endpoint Loss Liability Limit is Rs.75,00,000/- (Rupees seventy five lacs only) per Endpoint." | Request bank to consider same to 50,00,000 per machine as maximum denomination of 500 is loaded in machine. | 1.2."Loss Liability Limit" means the maximum amount of Provider's liability for an Endpoint Loss. The Endpoint Loss Liability Limit is ₹ 60,00,000/- (Rupees sixty lacs only) per Endpoint. |
| 170 | 1 | 2 | 40 | "Project Duration/ Delivery or completion period Three years (extendable at the Bank's discretion for further two years) Validity of the Agreement: The Agreement/ SLA will be valid for the period of three years which can be extended upto two years, solely at the discretion of the Bank." | BIDDER would like to clarify that any extension will be based on the mutual agreement between the parties including commercial terms at the then prevailing rates | As per RFP |
| 171 | 1 | | 7.5 | "No request for change in commercial/ legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained." | Bidder requests that the reasonable queries/concerns in the terms and conditions of the RFP as highlighted in this prebid queries be fairly considered to arrive at reasonable terms and conditions between the parties. | Suggestion noted. |
| 172 | 1 | | "8.4 14.1" | "The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. All the submissions, including any accompanying documents, will become property of SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their equipment for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process." | BIDDER would like to clarify that the proposal as submitted by BIDDER be treated as confidential and Bank's right to reproduce would be restricted only for evaluation purpose within Bank but BIDDER would remain as the owner for all purposes as the contents are proprietary to the BIDDER. | Your understanding is correct |
| 173 | 1 | 18 | 19.4 | "The successful bidder shall be required to enter into a Bank's Standard contract/ SLA Service Level Agreement as provided in Appendix 10 and clauses provided in RFP with the Bank, within 30 days from the date of issuance of Purchase Order or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as desired in para 26 (i) and strictly on the lines of format given at Appendix- 8 and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on Bidders' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc." | "BIDDER would like to discuss with Bank to extend the 30 days time limit for execution of SLA to 90 days, as 30 days time is a too short period. BIDDER would wish to clarify that if BIDDER is selected as a successful bidder, then the proposed terms and conditions of the formal contract will be subject to views and comments placed herein and as acceptable to the parties and particularly standard legal clauses have to be mutually negotiated and included in the final binding contract, considering the mutual interests of the parties" | As per RFP |
| 174 | 1 | 18 | 19.6 | "The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract." | Bidder requests Bank to modify the clause to the extent that such enclosure shall be done on mutual discussion and agreement between parties and acceptance of Bidder | As per RFP |
| 175 | 1 | 18 | 20 | "Powers to Vary or Omit Work: No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract..... In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail." | Bidder requests Bank to modify tha clause to the extent that such enclosure shall be done on mutual discussion and agreement between parties and acceptance of Bidder | As per RFP |
| 176 | 1 | 18 | 20 | "Powers to Vary or Omit Work: No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract..... In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail." | BIDDER would wish to discuss with Bank that all changes will be subject to mutual agreement between the parties and any disagreement shall be resolved through amicable discussion. Hence, the phrase "In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail." can be deleted. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 177 | 1 | 19 | 21 | No Waiver of Bank Rights or Successful Bidder's Liability: | BIDDER would requests the Bank that this clause can be made mutual. | As per RFP |
| 178 | 1 | 20 | 22.1.4 | "Managed Services for endpoints: Bank may fully or partly withdraw any services under Managed Services during the currency of the project." | " Bidder requests that any such removal of services shall be done on discussion with the Bidder and on mutually agreed terms" | As per RFP |
| 179 | 1 | 23 | 30.6 | "Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes." | In case any upgradation/updates to be done by the Bidder as per Bank's requirement or mandated by any government/regulatory authorities and such upgrade/updates involved additional cost, then such cost shall be borne by the Bank or on mutually agreed terms between the parties. Hence Bidder requests Bank to modify the clause accordingly. | As per RFP. Bank's intention is in respect of bidder's own infrastructure. |
| 180 | 1 | 31 | 37.1 38 | "Subcontracting: As per scope of the RFP, subcontracting is not permitted. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. Assignment: Service Provider shall not transfer or assign at any stage, during the currency of this agreement, any of its duties, responsibilities, obligations and benefits of this agreement to any third party without the prior written consent of the Bank, except where Service Provider assigns this agreement to an Affiliate or a Joint Venture or to any entity which acquires the entire or partial stock or assets of Service Provider. However, prior notice has to be given to the Bank in all such cases." | Bidder requests Bank that Bank shall not unreasonably refuse/deny its consent with respect to assignment, outsourcing or subcontracting to any third party its duties and obligations under this contract | Clause and query are contradictory |
| 181 | 1 | 33 | 41.2.5. | "Limitation of Liability The limitations set forth herein shall not apply with respect to: 41.2.5.Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider." | "Bidder requests Bank to delete this subclause in the exception to Limitation of Liability as Bidder cannot be made liable for all the statuory or regulatory compliance applicable to Bank. Bidder shall, in its capacity as a service provider, comply with all existing regulatory/statutory guidelines/rules/laws as on date of submission of the bid, for delivery of services. Future regulatory or statutory guidelines shall be implemented by the bidder, upon payment of additional cost by the Bank. The bidder is not in a position to foresee the regulatory changes that may come in effect during the tenure of the contract and the cost cannot be factored at the bidding stage. Hence, the Bidder cannot be made liable for noncompliance of Bank on such future guidelines." | As per RFP |
| 182 | 1 | 34 | 42 | Confidentiality | Bidder requests Bank to make this clause mutual | As per RFP |
| 183 | 1 | 38 | 50.2 | "In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated." | BIDDER requests that the costs of such procurement of third party services vests with the Bank as opposed to BIDDER. | As per RFP |
| 184 | 1 | 38 | 50.6 | "In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of as provided Appendix 9 in RFP on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee." | BIDDER would like to clarify that after termination or expiry of contract or otherwise, transition of services and assistance to the new service provider and its payment terms can be on terms mutually agreed upon between the parties. BIDDER would also like to clarify that the then prevailing rates will apply. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|---------------------------------------|---|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 185 | 1 | 39 | 53 | "Termination for Convenience: The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective." | "Bidder would like "Bidder would like to request the Bank to have a mutual termination clause. BIDDER requests that any termination under the agreement be only for cause with a sufficient notice period and hence requests the deletion of this provision on termination for convenience." | As per RFP |
| 186 | 1 | 41 | 57.6 | "All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor." | Bidder requests that all costs, stamp duty and registration expenses in connection with the execution of Agreement shall be borne equally by the Parties, hence to modify the clause accordingly. | As per RFP |
| 187 | 1 | 43 | 62.1.6. | "The Selected bidder(s) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923.) and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time." | The Bidder requires the Bank to bear the cost of statutory compliance pertaining to Minimum Wages payable to 'watch and ward' category under the Government (request Bank to make it open for both Central and State Acts) notified minimum wages from time to time. BIDDER would like to clarify that the payments to the personnel engaged for Bank's ATM sites / establishment, shall, over and above to the minimum wages, include other statutory components like PF, ESI, HRA, Gratuity, Bonus, Leave, Reliever Charges, uniform allowances, agency administrative charges, and other components to be paid under various statutes, and these will be billed to the invoice amount issued to the Bank. | As per RFP |
| 188 | 2 | 50 | Bid Form | "4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at Appendix 10 of this documents and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document." | "BIDDER would request that any binding terms and conditions, including the RFP and other terms and conditions of the Contract will be binding subject to the comments herein and upon mutually agreed terms in the SLA to be executed. " | As per RFP |
| 189 | 3-2 | 1 | Letter from Bidder on the Letter Head | Letter from Bidder on the Letter Head | "BIDDER would request that any binding terms and conditions, including the RFP and other terms and conditions of the Contract will be binding subject to the comments herein and upon mutually agreed terms in the SLA to be executed. " | As per RFP |
| 190 | 10 | 8 | 1.3.3. | "The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of two years at the sole discretion of the bank." | Bidder requests Bank to modify this clause as"The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of two years, on mutually agreed terms and conditions between the parties." | As per RFP |
| 191 | 10 | 8 | 1.3.3. | "The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of two years at the sole discretion of the bank." | Bidder requests Bank to modify this clause as"The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of two years, on mutually agreed terms and conditions between the parties." | As per RFP |
| 192 | 10 | 10 | 5.2 (d) | "(d) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement." | "Bidder would like this clause to be negotiated during contract award stage. Bidder shall, in its capacity as a service provider, comply with all existing regulatory/statutory guidelines/rules/laws as on date of submission of the bid, for delivery of services. Future regulatory or statutory guidelines shall be implemented by the bidder, upon payment of additional cost by the Bank. The bidder is not in a position to foresee the regulatory changes that may come in effect during the tenure of the contract and the cost cannot be factored at the bidding stage. " | Clarification given in Clause 20.1 of Appendix-1 of the RFP. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|---|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 193 | 10 | 12 | 5.2.8 | Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. | The Bidder requires the Bank to bear the cost of statutory compliance pertaining to Minimum Wages payable to 'watch and ward' category under the Government (request Bank to make it open for both Central and State Acts) notified minimum wages from time to time. BIDDER would like to request Bank that the payments to the personnel engaged for Bank's ATM sites / establishment, shall, over and above to the minimum wages, include other statutory components like PF, ESI, HRA, Gratuity, Bonus, Leave, Reliever Charges, uniform allowances, agency administrative charges, and other components to be paid under various statutes, and these will be billed to the invoice amount issued to the Bank. | As per RFP |
| 194 | 10 | 13 | 7.2 | "Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work." | "Bidder requests deletion of the phrase ""Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work."" as this phrase is not relevant under the Indemnity clause." | As per RFP |
| 195 | 10 | 13 | 9 & 18.6 | "In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement." | BIDDER would like to discuss on this clause with the Bank and to clarify that after termination or expiry of contract or otherwise, transition of services and assistance to the new service provider and its payment terms can be on terms mutually agreed upon between the parties. BIDDER would also like to clarify that the then prevailing rates will apply. | As per RFP |
| 196 | 10 | 15 | "12 13" | "Subcontracting: Assignment " | Bidder requests Bank that Bank shall not unreasonably refuse/deny its consent with respect to assignment, outsourcing or subcontracting to any third party its duties and obligations under this contract | As per RFP terms. Different clauses are clubbed in the query. |
| 197 | 10 | 16 | 15 23 | "INSPECTION AND AUDIT RIGHT TO AUDIT" | BIDDER requests that any auditor auditing or visit to BIDDER premises will comply with reasonable security and confidentiality guidelines of BIDDER. | Suggestion noted. |
| 198 | 10 | 19 | 16.12 | The foregoing obligations (collectively referred to as Confidentiality Obligations) set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity. | Bidder requests Bank that the survival term of confidentiality obligation be for 2 years period instead of 5 years | As per RFP |
| 199 | 10 | 19 | 17 | "17. OWNERSHIP 17.1 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual Appendix-10 SLA Agreement Page 20 of 29 property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws." | Bidder requests Bank to delete this clause and would like to clarify that there are no transfer of IP under this project and no work to be developed under this Agreement. | As per RFP |
| 200 | 10 | 20 | 18.2 | "In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated." | BIDDER requests that the costs of such procurement of third party services vests with the Bank as opposed to BIDDER. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|--------------------|---|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 201 | 10 | 22 | 18.8 | "The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective." | "Bidder would like to discuss with Bank to have a mutual termination clause. BIDDER requests that any termination under the agreement be only for cause with a sufficient notice period and hence requests the deletion of this provision on termination for convenience." | As per RFP |
| 202 | 10 | 24 | 21.2 | "Limitation of Liability For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. The limitations set forth herein shall not apply with respect to: 41.2.5.Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider." | "Bidder would like discuss on the total capping of liability under this Arrangement at the contract award stage. Bidder requests Bank to delete this subclause in the exception to Limitation of Liability as Bidder cannot be made liable for all the statutory or regulatory compliance applicable to Bank. Bidder shall, in its capacity as a service provider, comply with all existing regulatory/statutory guidelines/rules/laws as on date of submission of the bid, for delivery of services. Future regulatory or statutory guidelines shall be implemented by the bidder, upon payment of additional cost by the Bank. The bidder is not in a position to foresee the regulatory changes that may come in effect during the tenure of the contract and the cost cannot be factored at the bidding stage. Hence, the Bidder cannot be made liable for noncompliance of Bank on such future guidelines. Also Bidder would like to discuss on exclusion of indirect damages from its obligations" | As per RFP |
| 203 | General | General | General | General | "FSS requires inclusion of the following clauses. This list is inclusive of various other terms of the Contract and is not exhaustive. 1) Limitation of Liability. Exclusion of indirect damages. FSS would wish to clarify that if FSS is selected as a successful bidder, then the proposed terms and conditions of the formal contract will be subject to views and comments as acceptable to the parties. " | As per RFP |
| 204 | 3 | 3 | 9 | "a. The Bidder should have an experience of handling 5,000 Managed Services or should have Purchase Order for 5,000 Managed Services. b. The Bidder should have Online Helpdesk/Management Centre Support Set up - 24 x 7 in India and providing support services at least 5000 endpoints and support centere at various locations. c. The Bidder should agree to complete establishment of the Service Centres at all the LHO/Module centres for MS Services within 30 days of issuance of purchase order, failing which the Bank may terminate the Agreement fully or partially and re-distribute the order to other selected vendos" | "Here bank has not defined Manged services defenation; Will request bank to define same. Request bank to clarify Managed services here means all the services mentioned in RFP as per Scope of Work for each service for atleast 5000 Machines." | Definition of MS for this purpose is as per Items 3.1 to 3.5 given in appendix-6 (Scope of Work) of the RFP. |
| 205 | 4a | 3 | AJ.7.0 | "Journal Rolls (82.55 mm wide x 3.9*dia x 0.7*core dia) produced on ATM grade wood-free paper - APP grade 60 gsm, should be dust free with high tensile strength" | Request bank to remove this clause as bank as all JPs have been disabled | Clause to be deleted. |
| 206 | 4a | 1 | 4a | General | Appendix 4a nowhere to be found in RFP | Appendix-4c be read as appendix 4a. |
| 207 | 6 | 51 | 3.7 | "(b) The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard." | "We request the bank to keep the scope of cassette procurement under the bank's scope itself. The bidder would not be able to identify which ATMs would be under its scope at this point of time and hence we would not be able to set the cassette price. Moreover, as the bank wants this in an Opex model, the bidder would require a minimum tenure to recover these costs, which is not specified here either. Please clarify who will be owning cassettes post expiry of contract." . | Revised Clause: The managed services vendors will arrange the cassettes from OEM-SLM vendor of respective Endpoints at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. |
| 208 | 1 | 24 | Terms & Conditions | 30.9. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware/Software and should ensure support during warranty and AMC. | Request the bank to remove the clause as the same is not relevent for the current scope. | As per RFP. This refers to bidder's infrastructure. |
| 209 | 1 | 31 | 39 | "The insurance shall be for an amount equal to 110 percent of the value of the Products from Warehouse to final destination on All Risks basis, valid for a period of one month after delivery and installation of products at the defined destination." | Request the bank to remove the clause as the installation of products is not envisaged in the RFP scope | As per RFP |
| 210 | 1 | 15 | 17.5 | "The basis of arriving at the item-wise price break-up i.e price of individual components to the discovered price in reverse auction shall be in the same proportion as was given in the Indicative Commercial Bid, which shall be advised to the selected bidder by Bank while issuing the Purchase Order." | The proportion across all the individual components will not be the same for all the bidders hence request the bank to remove this clause and allow the L1 bidder to quote the breakup as per the final TCO. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|---|---|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 211 | 6 | 51 | 3.7 | (b) The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. | Request Bank to have separate arrangement with OEM's for the cassettes required for Cassette Swap method. Since the deployment timeline is not clear at this stage bidder will not be aware of the time period over which this cost should be amortised. | Revised Clause: The managed services vendors will arrange the cassettes from OEM-SLM vendor of respective Endpoints at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. |
| 212 | 6 | 2 | General | Procurement of Managed Services for Endpoints (ATMs / ADWMs) | Request Bank to share ATM and ADWM split. Would also request the bank to state the proportion in which these machines would be split between the successful bidders | Details will be shared by the selected bidder(s) |
| 213 | 6 | 33 | 3.6.7 Bank Guarantee | "The Vendor shall submit to the concerned LHO a Bank Guarantee for the term of 36 months @Rs.50,000/- per ATM in the specified format for securing the obligations in respect of cash loss in the number of ATMs allotted in each Circle." | Request the bank to decrease the amount of Bank Gurantee to Rs.20,000/- per ATM as Rs 50,000/- BG is too high for a single ATM | As per RFP |
| 214 | 1 | 31 | 41. Limitation of Liability | For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. | Request the bank to cap. the limitation of liability to 25% of the TCO. | As per RFP |
| 215 | 7-1 | 1 | 7-1 | Managed Services for current RFP endpoints for 7 years | "Request the bank to correct the RFP term to 3 years. Request bank to clarify where bidder should mention the tax rate for each individual line item? as in the current tax rate format there are 5 column which asks for specifying tax rate." | To be read as 'Managed Services for current RFP endpoints for 3 years'. Bidder may mention rates as per applicability of their case. |
| 216 | 7-1 | 1 | Tax Rate | Custom Duty | Request the bank to remove the custom duty column in the tax rate appendix as there is no applicable custom duty in this for this RFP scope. | Clause to be retained in view of that there may any case related to consumables. |
| 217 | 9 | 2 | Penalty - General | All penalties shall be recovered concurrently from the total bill payable to the Vendor for the particular quarter, subject to the maximum of 35% of the bill payable (except for actual loss and transition penalty). | Request Bank to cap penalty at 30% of the bill payable of Individual site | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 218 | 9 | 2 | Penalty - General | For any delay in operationalization of full-fledged Managed Services (MS) of endpoints provided beyond 10 days from the date of installation solution with enquiry transaction | Request Bank to consider 15 working days for operationalise MS from the date of installation or Handover of existing machines | As per RFP terms. Since PO will be issued by Circles in phased manner. |
| 219 | 9 | 3 | SLA | "VIP endpoints - 98% uptime Regular endpoints - 95% uptime" | "Request Bank to consider Uptime as below VIP endpoints - 96% uptime Regular endpoints - 94% uptime" | As per RFP |
| 220 | 9 | 3 | Penalty for not maintaining target availability | "VIP Availability & Penalty Amt :- 95% to less than 98% - 5% of charges payable 92% to less than 95% - 10% of charges payable Less than 92% - 25% of charges payable" | "Request Bank to consider Availability & Penalty as below; Actual availability Penalty Amount 1% less than target - 2% of the MS charges payable 2% less than target - 4% of the MS charges payable 3% less than target - 6% of the MS charges payable 5% less than target - 11% of the MS charges payable More than 5% less - 16% of the MS charges payable than target " | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 221 | 9 | 4 | Penalty for not maintaining target availability | "Regular Availability & Penalty Amt :- 92% to less than 95% - 5% of charges payable 87% to less than 92% - 10% of charges payable Less than 87% - 25% of charges payable" | "Request Bank to consider Availability & Penalty as below; Actual availability Penalty Amount 1% less than target - 1% of the MS charges payable 2% less than target - 3% of the MS charges payable 3% less than target - 5% of the MS charges payable 5% less than target - 10% of the MS charges payable More than 5% less - 15% of the MS charges payable than target " | Clause cannot be diluted since Bank desires uninterrupted services for its customers. |
| 222 | 9 | 5 | 2.3 | "Penalty : For Regular endpoints : The penalty of Rs.2000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official. For VIP endpoints: The penalty of Rs.3000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official. An additional penalty of Rs.5000/- per site per month shall be levied if Vendor receives more than 2 recorded complaints from the Bank for that particular site in the particular month, pertaining to unsatisfactory maintenance, upkeep and general cleaning of the sites which falls in the responsibility of Vendor." | "Request Bank to consider Penalty of Rs. 2000/- per site (Regular & VIP endpoints) shall be levied if ATM site is not maintained clean and in proper condition. The Penalty shall be levied for each instance reported by Channel Manager / Bank official in this regard. An additional penalty of Rs.5000/- per site per month shall be levied if Vendor receives more than 2 recorded complaints from the Bank for that particular site in the particular month, pertaining to unsatisfactory maintenance, upkeep and general cleaning of the sites which falls in the responsibility of Vendor." | There are lot of issues in terms of cleanliness in the sites, clause cannot be relaxed. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|----------|---|--|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 223 | 9 | 6 | 2.4 | Rs.1000/- per incident shall be levied if consumable are not made available within four hour from the time information available in Online Monitoring Solution or complaint lodged by Bank official at the portal and/ or advised by Channel Manager or by the Bank official in this regard. | Request bank to reduce penalty to Rs 500/- per incident if consumables are not made available withon four hour. | Clause cannot be diluted since Bank desires uninterrupted services for its customers. |
| 224 | 9 | 6 | 2.5 | The Vendor shall not hold or retain in their vault more than 15% of the total cash taken from Bank on monthly basis. If the retention is more than 15%, a penalty of 18.60% per annum shall be levied on the excess cash retained in the vault during the month. (Relaxation for first three months) | Request bank to consider 6% per annum if the retention is more than 15% on the excess cash retained in the vault during the month. (Relaxation for first three months) | As per RFP |
| 225 | 9 | 7 | 2.6 | "For Cash Out penalty shall be charged as under:- (i) Rs.1000/- per endpoint upto 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours. Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours" | "Request Bank to consider Penalty for Cash out as under :- (i) Rs. 1,000/- per incident (ii) Additional Rs. 5000/- if cash out continuous beyond 12 hours, for each block of 4 hours Example: If a cash out incident is closed within 10 hours, the penalty shall be Rs. 1000/- only. However, if it is closed in 26 hours, the penalty would be Rs. 21,000/- (Rs. 1000/- for 12 hours +Rs. 5000/- x 4 for next 12 hours)" | As per RFP |
| 226 | 9 | 8 | 3 | Actual loss incurred by the Bank on account of errors/bugs/deficiencies in services attributable to the Vendor shall be recovered from the vendor. Further, the MS Vendors will ensure that their CIT/CRA will provide the uninterrupted services and in case of disruption of services on account of any reason Bank will recover the suitable cost from MS vendor in his next bill upto the extent of Rs 5,000/- per endpoint per day for the period service was affected. | "Request bank to reduce penalty to Rs 1000 per endpoint per day for the period service was affected. " | Clause cannot be diluted since Bank desires uninterrupted services for its customers. |
| 227 | 1 | 14 | Liquidated Damages | If the vendor fails in providing the services, as per the terms and requirements specified in this RFP, Bank will charge penalty @ 1% of the purchase order value calculated on the billing of the number of Endpoints allotted up to period given in Project Plan, subject to a maximum of the 10% of the purchase order value. This penalty is in addition to other applicable penalties. | Request bank of clarify the duration of 1% penalty of the purchase order value. i.e is it per day, per week or per month ? | #REF! |
| 228 | 14 | 1 | Certificate of Local Content | Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal. | In case of companies also request the bank to consider the certificate from a practicing cost accountant or practicing chartered accountant giving the percentage of local content. | As per GoI guidelines/Appendix-14 of the RFP. |
| 229 | 7a | 1 | 7a | Payment will be made quarterly in arrears | Request the bank to make payment monthly in arrears as per the existing contract as the bidder will be having back to back arrangement with the vendors it will be easier for bidder to manage the working capital. | Revised Clause: Payment will be made monthly in arrears. |
| 230 | 6 | 12 | 3.4.9.7 | There shall be no exclusion to availability except force majeure case like flood, earthquake, natural calamities and vandalism cases. | Request Bank to provide exclusion to availability for delays due to OEMs of Endpoints/ Network for reasons that are not under control of the MSP. Also for cases where access to Endpoint is not available due to Bank dependency, or approval delayed from Bank, cash not provided by bank or cash provided is not as per indent raised by MSP should be excluded. | As per RFP |
| 231 | 6 | 15 | 3.4.11.9 | Proactive and reactive review of hardware performance and service providers' performance in relation to SLAs. | Request the Bank to instruct their OEMs/ other Service Providers to provide analysis on the performance report shared by MSP. | Suggestion is noted |
| 232 | 7 | 1 | e | Cash Replenishment/ Cash Evacuation/ FLM Services | Request Bank to clarify whether FLM services will be availed for only 13500 ATMs as here it is clubbed with Cash Services and not as separate Line item | Your understanding is correct |
| 233 | 9 | 140(4/8) | Incentive and Rewards for maintaining Higher Uptime | Irrespective of availability, if the monthly average Total hits of the machine is: Greater than equal to 500!..and so on | Request the Bank to confirm whether the transaction report will be provided to Managed Services Vendor to claim incentives. | Your understanding is correct |
| 234 | 1 | General | VIP Endpoints and Regular Endpoints | VIP Endpoints and Regular Endpoints | Request Bank to provide us number of VIP and Regular Endpoints in their network so as to factor cost properly. We also request Bank to take separate rates for VIP and Regular Endpoints as the SLA and penalties for both are different. Alternatively, there could be a certain percentage raise on Price for Regular Endpoints to arrive at price for VIP Endpoints | As per RFP. Please refer Clause 3.18 of Appendix-1. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|--------------------------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 235 | 6 | 51 | 3.7 | The managed Services vendor will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish/ evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. | Request the Bank to put cassette swap under capex method only for the following reasons: (a) Managed services vendor will not be able to factor the cost of cassettes as these machines are directly sourced by Bank at the rates and terms best known to Bank. Also MSP is not aware which make or model of machine it will get once selected and the cost of cassettes will vary from OEM to OEM. Also cassettes of ADWMs are costlier than ATM's and without understanding the volume and make of respective models, it is not possible to factor price of same (b) Further by stipulating that the MSP has to bear the cost of cassettes, Bank is not providing level playing field to all vendors as certain OEMs of ATMs/CDs/ADWMs are also MSP for Bank and they will have a clear cost advantage over other MSPs who are not the OEM/ machine supplier to Bank. (c) Cash replenishment/ evacuation of cassettes will happen at Bank's premises for all non-vaulting locations. CRA will collect the cash, fill and seal the cassettes with proper tagging at Bank premises on T-1 under Bank surveillance camera in presence of Bank official. There after Bank official will be responsible to store those cassettes at their vault for T-0 replenishment. | Revised Clause: The managed services vendors will arrange the cassettes from OEM-SLM vendor of respective Endpoints at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. |
| 236 | 6 | 18-19 | 3.5.1.2.2 | Monitor and maintain Factor of Safety (FoS) Penalty for not maintaining FoS | The dispensation of a machine is dependent on several factors like cash availability; salary period; major festivals; civil work in the adjacent area of ATM room; etc. Maintaining FoS in such case is difficult and hence request Bank to remove this clause from the RFP. | As per RFP |
| 237 | 6 | general | Housekeepin g | Housekeeping | Request the Bank to remove Housekeeping Services from the scope of the RFP for the following reasons: 1. Bank can avail these services through their own vendors for Onsites. For Offsites this can be performed by the E-surveillance vendors. | As per RFP. Bank desires to keep this discretion with them. |
| 238 | 6 | General | MHA guidelines readiness | MHA guidelines readiness | CRA's will confirm timeline for meeting compliance after signing of SLA and allotment of orders to them. We request the bank to consider that the MHA guidelines would be implemented only when the majority CRA's are ready for the same | As per RFP |
| 239 | 6 | 18/59. | 3.5.1.2.2 | Monitor and maintain Factor of Safety (FoS) : | "Request Bank to consider relaxation on FoS as below: 1. Relaxation is required for conditional feasibility ATMs, weekends and Holidays. 2. Relaxation is required for cash diversion due to exception cases by CRA. 3. No cash out penalty to be levied if FoS is managed 2.5 times and dispense beyond trend. 4. More clarity required on vault holding, VCB relaxation required for festival and holiday period." | As per RFP |
| 240 | 6 | 19/59. | 3.5.1.3.2 | 3.5.1.3.2 For cash outs penalty shall be charged as under:- 1. | "1. Cash out penalty is very high, required maximum INR: 1000 capping for per incident basis. 2. Reject Bin full - penalty is not acceptable as we don't have any control over quality of cash issued by non currency chest branches." | As per RFP |
| 241 | 6 | 23 | 3.6 | 3.6 Cash Replenishment / Cash Evacuation Services: | "1. Cash Evacuation Services: Deposting of evacuated cash on same day is not possible in city and vaulting location. 2. Required single cash deposit point in vaulting locations." | Vendor to adhere Vaulting and Non-Vaulting relating guidelines. |
| 242 | 6 | 25/59. | 3.6.5.3 | "3.6.5.3 Bank shall provide the required sorted cash (as per denominations as mentioned in indents raised by Vendor) of-fit notes to the CIT. Cash indents shall be submitted at cash link branches adequately in advance. Cash is to be issued by Bank from one or more designated branch in each city identified for this purpose. In case of emergency, Bank may direct CRA to collect cash from any other branch in the city. Vendor shall submit to Bank's designated branch a list of CIT's authorized signatories to sign withdrawal slip; and CIT's authorized operation staff." | Additional commercial will be applicable to bank if bank is directing CRA to collect cash from any other branches apart from nodal centre. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | | Appendix-13 | |
|---|----------|---------|-------------|---|--|---|
| Sl.No. | Appendix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 243 | 6 | 26/59. | 3.6.5.5.1 | "3.6.5.5.1 Administrative Maintenance - The CRA/CIT shall conduct EOD activity on ATM on daily basis and submit necessary reports. At the time of daily end of day activity, CIT shall retrieve and account for mutilated cash from the divert cassette; replenish receipt tapes, ribbons and print cartridges, if required." | Request relaxation on daily EOD for conditional feasibility sites. | As per RFP. Daily EOD to be done and Daily Reconciliation is also to be done. |
| 244 | 6 | 27 | 3.6.5.5.4 | "The cash evacuation activity shall be carried out as per specific direction from MS Vendor/Bank for Endpoints." | Only full cash evacuation is preferable and to be followed for all th ADWMs. | As per RFP |
| 245 | 6 | 28 | 3.6.5.5.4.9 | "The CRA shall conduct EOD activity on Endpoints on daily basis and submit necessary reports." | Request relaxation on daily EOD for conditional feasibility sites, only cash evacuation is preferable for ADWMs. | As per RFP |
| 246 | 6 | 28 | 3.6.5.5.5 | Currency Vaulting Service | Will request bank that Submission of CBR, OSR & VCB reports on T+1 basis | As per RFP |
| 247 | 6 | General | General | General | The incentive will be paid on total bill of ATM or specified item? | Incentive shall be paid on the Pt of Appendix 7 |
| 248 | 6 | General | General | General | Penalty percentage applicable on total amount of ATM or specified line item? | Please refer Appendix-9 SLA & Penalties |
| 249 | 3 | 1 | 3 | The Bidder should be profitable organization (on the basis of Profit before tax) during at least three of the last five financial years, i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19. Out of which, bidder must be profitable organization (on the basis of Profit before tax) in the year 2018-19. | Please remove "Out of which, bidder must be profitable organization (on the basis of Profit before tax) in the year 2018-19." | As per RFP |
| 250 | 3 | 1 | 4 | Minimum Network of the Bidder in India should be more than ₹100 crores as on 31st March 19. The net worth of at least ₹1 billion should be maintained at all times. | Please allow us to provide a CA certificate on net worth as of December 2019. This is more latest and relevant | As per RFP |
| 251 | 1 | 4 | 2(i) | (i) Earnest Money Deposit : Offline : The EMD for an amount of Rs.50,00,000/-. Amount should be deposited online through https://sbi.abcpurchase.com against this RFP before submission of bid. | Request the bank to confirm if the mode of payment of EMD is Offline via Bank Guarantee or DD or Online | (i) Earnest Money Deposit : Offline : The EMD for an amount of Rs. 2.00 crores in the form of Bank Guarantee (valid for 180 days from the bid submission date), to be submitted physically to : The Deputy General Manager (ATM-I&S), State Bank of India, Anytime Channels Dept., 9th Floor, Air India Building, Nariman Point Mumbai – 400 021., Maharashtra by 29/02/2020 15.00 hours subscribed "EMD for RFP No : SBI/AC/2019-20 /005 dated 24/01/2020 " and subsequent amendments thereto. " Bank Guarantee [on the lines of Appendix-16, issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. Please refer Corrigendum. |
| 252 | 3 | 54 | 2 | Minimum Annual turnover of the Bidder in India should be more than ₹100 crores in at least one of the last 3 financial years, i.e. 2016-17, 2017-18 and 2018-19. | We request the bank to accept Copy of the audited balance sheets along with profit and loss statement for and / or Certificate of the Chartered Accountant with details to be provided in Appendix 3-1 for financial years 2015-16, 2016-17 and 2017-18 for bidders whose Financial Statement for FY 2018-19 are under audit. | As per RFP |
| 253 | 3 | 54 | 3 | The Bidder should be profitable organization (on the basis of Profit before tax) during at least three of the last five financial years, i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19. Out of which, bidder must be profitable organization (on the basis of Profit before tax) in the year 2018-19. | We request the bank to remove "Out of which, bidder must be profitable organization (on the basis of Profit before tax) in the year 2018-19." | As per RFP |
| 254 | 3 | 1 | 4 | Minimum Network of the Bidder in India should be more than ₹100 crores as on 31st March 19. The net worth of at least ₹1 billion should be maintained at all times. | We request the bank to modify this clause as below: "Minimum Network of the Bidder in India should be more than ₹100 crores as on 31st March 19. The net worth of at least ₹1 billion should be maintained at all times. For bidders whose Financial statement for FY 2018-19 are still under audit, they should have Net Worth of more than ₹100 crores as on 31st March 18". | As per RFP |
| 255 | 3-1 | 57 | NA | As at close of business as on: 31.03.15 31.03.16 31.03.17 31.03.18 31.03.19 | For Bidders whose Financial Statement for FY 2018-19 is under audit, we request the bank to accept as below: As at close of business as on: 31.03.14 31.03.15 31.03.16 31.03.17 31.03.18 | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|--|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 256 | 1 | 24 | 30.6 | Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes. | Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) available as on date. Any future regulatory, statutory, NPCI, UIDAI, etc. compliance/requirement come up during the contract period will be mutually discussed and implemented with an additional cost. Request the Bank to consider the same. | As per RFP |
| 257 | 1 | 24 | 30.7 | Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System/OS/firmware/Middleware etc in case the Bank chooses not to upgrade to latest version | Any updates/upgrades/patches will be applied with mutual discussion with Bank. Bidder will support older versions of the hardware/ software/ Operating System/OS/firmware/Middleware etc and will be totally depend on the OEM support. After discontinuation of the services from OEM, bidder will not be responsible for the support. Request the Bank to consider the same. | As per RFP. Bank's intention is in respect of bidder's own infrastructure. |
| 258 | 1 | 25 | 31.3 | Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank. | Bidder will not be responsible for direct interaction of the customers. The queries/issues should be raised and routed via dedicated helpline or email id for the Bank. Request the Bank to amend the clause. | As per RFP |
| 259 | 1 | 25 | 31.1.4. | Physical Security of the facilities | Request the Bank to provide more details on the said point. | Clause pertains to IS Security policy |
| 260 | 1 | 31 | 39.1 | The insurance shall be for an amount equal to 110 percent of the value of the Products from Warehouse to final destination on All Risks basis, valid for a period of one month after delivery and installation of products at the defined destination. | Request the bank to clarify if insurance of Asset (ATM, UPS, AC, VSAT) is in the Bidder's scope. Please provide more clarity. Basis bidder's understanding only managed services are in the scope of bidder where as deployment or replacement of Assets will be managed by the Bank. | Insurance of Asset (ATM, UPS, AC, VSAT) is not in the Bidder's scope. |
| 261 | 1 | 33 | 44.6 | Vendor shall provide necessary training to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, troubleshooting processes of the proposed solution | Request the Bank to clarify where will be the servers located? At Bank's premises or bidder's premises? | Clause and query are contradictory |
| 262 | 1 | 35 | 3.6.8.10 | Cash replenishment report, JP logs (only if JP is installed/enabled) / EJ and ATM counters for the time period the variance was discovered and the same report(s) for the previous and post settlement periods. | Request the Bank to confirm if Bidder can use its own EJ Agent or have to use Bank's agent for EJ pulling. | EJ pulling is not in the scope of this RFP |
| 263 | 4a | 1 | AD2.3.0 | ESR - Consolidate Settlement and Reconciliation reports across multiple service providers | Request the Bank to clarify if end to end ATM Reconciliation is in the scope of Bidder. | In this context reconciliation does not pertain to customer transaction. Here, it means reconciliation of 'Cash loading' transaction. |
| 264 | 4a | 1 | AD2.4.0 | ESR - Identify discrepancies, missed settlements and other performance issues | Request the Bank to provide on the scope of missed settlements. | In this context reconciliation does not pertain to customer transaction. Here, it means reconciliation of 'Cash loading' transaction. |
| 265 | 4a | 1 | AE1.3.0 | Capability takeover One Time Combination (OTC) password generating process for CIT agency and to take physical control of the ATM/CD/CDM/ Recyclers, when required. | These activities will incur additional cost, request the Bank to consider the same. | As per RFP |
| 266 | 4a | 1 | AF1.0.0 | Software & screen distribution from a central source to facilitate individual configuration & screen displays | Request the Bank to add cost liner for commercials related to software and screen distribution | Clause to be deleted. |
| 267 | 4a | 2 | AI.4.0 | Receive telephone call from external customer, identify the caller, log and create the incident ticket and assign the incident priority | Bidder will not be responsible for direct interaction of the customers. The queries/issues should be raised and routed via dedicated helpline or email id for the Bank. Request the Bank to amend the clause. | As per RFP |
| 268 | 4a | 2 | AJ.4.0 | Supply and replenish journal printer/receipt printer/Cash Recycler ribbons (Ribbons should be new, high tensile strength material 12.7 mm with 24' length should print approx 5 million characters | Request the Bank to remove the requirement of Journal printer as EJ's will be provided by the bidder | Revised Clause - Supply and replenish receipt printer/Cash Recycler ribbons (Ribbons should be new, high tensile strength material 12.7 mm with 24' length should print approx 5 million characters. |
| 269 | 4a | 2 | AJ.11.0 | Clearing journal/receipt paper jams. Clearing of card jams. | Request the Bank to remove the requirement of Journal printer as EJ's will be provided by the bidder | Revised Clause - Clearing receipt paper jams. Clearing of card jams. |
| 270 | 4a | 2 | AK.5.0 | There should be no cap to the number of cash runs performed per day / month | Request the Bank to share the average no of Cash runs per terminal per month. | Details will be shared with selected Vendor(s). |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|----------|---------|------------|---|---|---|
| Sl.No. | Appendix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 271 | 6 | 3 | 2 | Managed Service Provider will have to take over existing sites from existing MS Vendor (in case the same does not belong to it already) on implementation of solutions at the respective endpoint and operationalize the full-fledged managed services at these endpoints within 10 days. Managed Service Provider should start operationalization of full-fledged managed services within 10 days of the installation of endpoint/date of PO. | Request the Bank to allow the vendor of atleast 12 weeks of transition period. 10 days of takeover is not practically feasible. | As per RFP terms. Since PO will be issued by Circles in phased manner. |
| 272 | 6 | 8 | 3.2.3 | All sites shall be cleaned minimum twice a day for Regular endpoints and thrice a day for VIP endpoints and report through Online Portal or Mobile Application for any non-functioning of the endpoint or any fault or non availability of connectivity. | Request the Bank to clarify on the number of Regular and VIP sites. | Details will be shared with selected Vendor(s). |
| 273 | 6 | 8 | 3.3 | Maintenance and Management of peripherals / allied equipment(s): | Request the Bank to provide make, model and aging of the peripherals/allied equipments | Details will be shared with selected Vendor(s). |
| 274 | 6 | 9 | 3.3 | The cost of replacement of UPS and Batteries, if needed, shall be borne by the Bank. | Please share the configuration of UPS & Batteries. | Details will be shared with selected Vendor(s). |
| 275 | 6 | 10 | 3.4.1 | This serves to clarify each party's responsibilities with regard to the Incident Management Services provided by Vendor hereunder for Bank's network of endpoints (Hereinafter collectively referred to as ATM). Vendor shall remotely monitor Bank's networked endpoints allotted to Vendor, both proactively and reactively, for hardware performance issues and shall dispatch incidents to Bank's service providers (Hardware Vendor/Network Vendor/Vendor's engineers) as appropriate (collectively Services). | Request bank to provide the OEM & VSAT Make details which is being managed by Bank. Request bank to confirm whether OEM SLA would be managed by Bank or Bidder. | Details will be shared with the selected bidder(s) OEM SLA has to be managed by the bank |
| 276 | 6 | 10 | 3.4.3.3 | Use Simple Network Management Protocol (SNMP) for polling, wherever SNMP cards are provided for UPS and necessary feed is received | Request bank to confirm whether the SNMP setup is already available in current system. | SNMP cards are provided in UPS which were purchased from Phase-X to PhaseXIII |
| 277 | 6 | 11 | 3.4.4.2 | Notify customer at detection, isolation and resolution. | Request the Bank to provide more details on the said point. | In case a fault is identified, isolated and resolved, the same shall be notified to the bank |
| 278 | 6 | 11 | 3.4.4.10 | Normal functioning of DVSS based on the feed from ATM/Bank's. | Request the Bank to provide more details on the said point. Kindly confirm whether DVSS camera referred as ATM camera or individual DVSS system at present at site. | DVSS is camera connected to the ATM |
| 279 | 6 | 11 | 3.4.5.2 | Software and screen distribution from a central source whenever eJ pulling service is availed by Bank. | Request the Bank to confirm if the screens to be provided by Bank. | EJ pulling is not in scope of the RFP |
| 280 | 6 | 11 | 3.4.8.4 | Vendor shall attend to tickets raised by mobile application/e-surveillance system/any other system as approved by the Bank from time to time. | Request the Bank to clarify if the management of E-surveillance system is in the scope of bidder. | Vendor management is in the scope of the RFP |
| 281 | 6 | 12 | 3.4.9.3 | Online Monitoring Tool - web login access will be extended to the successful bidders to check the endpoint status online. Successful bidders should take corrective action on the basis of information displayed in the Online Monitoring Tool. | Request the Bank to provide more details on said point. | The clause is self explanatory |
| 282 | 6 | 12 | 3.4.9 | Helpdesk shall act immediately on the tickets raised by mobile application/e-surveillance system/any other online system as approved by the Bank from time to time. | Bank to clarify whether E - Surveillance also need to be monitored by bidder. | Vendor management is in the scope of the RFP |
| 283 | 6 | 13 | 3.4.10.3 | Vendor's support staff should be well trained to effectively handle queries raised by the Bank customer / employees / service providers etc. | Bidder will not be responsible for direct interaction of the customers. The queries/issues should be raised and routed via dedicated helpline or email id for the Bank. Request the Bank to amend the clause. | As per RFP |
| 284 | 6 | 13 | 3.4.10.6 | Receive telephone call from external customer, identify the caller, log and create the incident ticket and assign the incident priority. | Bidder will not be responsible for direct interaction of the customers. The queries/issues should be raised and routed via dedicated helpline or email id for the Bank. Request the Bank to amend the clause. | As per RFP |
| 285 | 6 | 14 | 3.4.10.22 | Providing on the call support to provide the One-Time-Password to service provider at the endpoint site using the Centralized Access Management Solution after ensuring the legitimacy of the service provider from the Inventory | Need more clarify the purpose of One time password. | Details will be shared with the selected bidder(s) |
| 286 | 6 | 15 | 3.4.11.7 | Based on the Online portal made available as required under RFP for auto-generation/reporting of tickets/faults at the endpoint, Vendor as a part of warranty, immediately arrange for dispatch of skilled personnel and ensure to resolve the faults within the stipulated resolution time | Please clarify if the Bank will be providing the Online ticketing portal or Bidder has to arrange it. | Bank will provide the Online Ticketing Portal |
| 287 | 6 | 15 | 3.4.11.8 | Monitoring the status of endpoints for non-compliance of Multi-Vendor Software and endpoint protection solution (will require coordination with various vendors in respect of existing endpoints). | Bank to clarify whether ATM security related RBI mandates (BIOS, Whitelisting,Etc) would be monitored by bidder or by bank. | By the bank |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|-------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 288 | 6 | 19 | 3.5.1.3.2 | For cash outs penalty shall be charged as under:- (i) Rs.1000/- per endpoint upto 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours. Example: If a cash out incident is closed within 3 hours, the penalty shall be Rs. 1000/- only. However, if it is closed in 26 hours, the penalty would be Rs. 30,000/- (Rs. 10,000/- for 12 hours + Rs. 5000/- x 4 for next 12 hours) | The Penalties are on higher side. Request the Bank to reduce the penalties. | As per RFP |
| 289 | 6 | 20 | 3.5.1.3.2 | Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours | The Penalties are on higher side. Request the Bank to reduce the penalties. | As per RFP |
| 290 | 6 | 23 | NA | In this regard, vendor shall adhere instructions issued by the Bank from time to time in the interest of the Bank, latest instructions issued by RBI vide its letter No. RBI/2018-19/183 DCM(Plg) No. 2746/10.25.07/2018-19 dated May 14, 2019. | Request the Bank to support timely reconciliation post submission of reports by MSP | Suggestion is noted |
| 291 | 6 | 26 | 3.6.5.5.4 | Cash Evacuation Activity: | Request the Bank to share the bifurcation between Cash Dispensers & Cash Recyclers in scope. Also help with the average evacuation runs per month. | Details will be shared with the selected bidder(s) |
| 292 | 6 | 27 | 3.6.5.5.4.6 | In case any counterfeit note is found during counting by Bank officials, details shall be noted in the cash delivery slip and the number of the note shall be tallied with details in eJ on T+1 day. In case it is found not tallying with the details, Vendor shall be responsible to make good the amount equivalent to the value of the note immediately | Bank to ensure configuration parameters such that suspected notes are not accepted at recyclers. For ATMs, the Bank to provide ATM fit quality cash for replenishment. Thus the concern related to counterfeit notes, does not arise. Any loss, for whatever reasons, must be accepted by MSP for reimbursment to the Bank. reimbursement will be through CN process on a month on month basis, and only acceptable deductions will be considered for CN. | As per RFP |
| 293 | 6 | 30 | 3.6.5.5.9.2 | Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours | The Penalty is on higher side. Request the Bank to reduce the penalty. | As per RFP |
| 294 | 6 | 30 | 3.6.5.5.9.3 | FLM calls related to bottom hatch of the ATM that requires opening of ATM safe / vault shall be attended by Vendor appointed CIT. Response time for attending FLM calls shall be 2/4/6 hours for VIP/Metro-Semi-urban-Urban/Rural ATMs | MHA restrictions on service window to be considered while monitoring the response time and calculating the downtime, including penalties | Suggestion is noted |
| 295 | 6 | 32 | 3.6.5.12 | If the Bank provides a generic tool for monitoring of movement of cash the Vendor shall integrate it with their system without any additional cost to the Bank. | Request the Bank to share more details on the monitoring tool to arrive at the cost estimate for integration. | Details will be shared with the selected bidder(s) |
| 296 | 6 | 32 | 3.6.5.14 | Depending upon geography/routes/no. of endpoints linked to a particular branch, Vendor shall transport the cash meant for SBI in a dedicated carrier van. | Dedicated carrier van exclusively for the Bank wont be practically feasible option. Request the Bank to remove the clause. | As per RFP |
| 297 | 6 | 33 | 3.6.7 | The Vendor shall submit to the concerned LHO a Bank Guarantee for the term of 36 months @Rs.50,000/- per ATM in the specified format for securing the obligations in respect of cash loss in the number of ATMs allotted in each Circle. | Request the Bank to remove this clause. | As per RFP |
| 298 | 6 | 35 | b | Any cash loss to the Bank due to cash shortage in ATMs shall be intimated to the Vendor, with supporting documents/proofs within 6 working days from the date of submission of reports by the Vendor. The Vendor shall respond to such communication within 3 working days from the receipt of the intimation failing which Vendor shall be liable for the said loss. | Request the Bank to provide NDC to MSP within 7 working days from the submission of CBRs. Delayed reports / queries will be supported on best effort basis, without accepting any deudction to MSP | As per RFP |
| 299 | 6 | 36 | 3.6.10.3 | Due diligence shall be done by Vendor's CIT to identify forged notes. The forged notes found during sorting by the CIT, the same shall be returned to Bank and the Bank shall accept the same. Notes once accepted by either party shall be its sole responsibility. | Request the Bank to provide ATM fit quality cash for replenishment. MSP/CRAAs cannot be held responsible for any forged notes | The Bank is already providing ATM fit quality cash. |
| 300 | 6 | 37 | 3.6.12.1 | In case of any ATM loss (es), discrepancy/ difference in the report generated on the ATM and the physical/actual cash, if after Vendor investigation, it is proved that the shortage/difference of cash, if any, between the report generated and the physical cash, is on account of the lapses on the part of the CIT, Vendor shall make the payment within 7 (seven) days from the day it is proved. | Any loss, for whatever reasons, must be accepted by MSP for reimbursment to the Bank. reimbursement will be through CN process on a month on month basis, and only acceptable deductions will be considered for CN. | As per RFP |
| 301 | 6 | 37 | 3.6.12.2 | Vault Loss (es) and Transit Loss (es), if any, shall be by made good by Vendor to BANK within 60 (sixty) days of occurrence of such loss without waiting for admissibility or settlement of the insurance claim. If the Vendor fails to make such payment with the said period of 60 days, then Bank reserves the right to recover the same by invoking the Bank guarantee submitted pursuant to clause 7 above. | Any loss, for whatever reasons, must be accepted by MSP for reimbursment to the Bank. reimbursement will be through CN process on a month on month basis, and only acceptable deductions will be considered for CN. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | | Appendix-13 | |
|---|---------|---------|------------|--|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 302 | 6 | 37 | 3.6.12.3 | Defrauded amount if any, shall be by made good alongwith interest thereon at Banks' prevailing clean overdraft interest rate at material time alongwith penalty at the rate of Rs.10000 per Rs.one lac or part thereof, by Vendor to BANK within 30 (thirty) days of occurrence of such fraud without waiting for admissibility or settlement of the insurance claim, if any. If the Vendor fails to make such payment with the said period of 30 days, then Bank reserves the right to recover the same by invoking the Bank guarantee submitted. | Any loss, for whatever reasons, must be accepted by MSP for reimbursment to the Bank. reimbursement will be through CN process on a month on month basis, and only acceptable deductions will be considered for CN. Reimbursement of interest is too high. need a back to back agreement with CRAs for the same | As per RFP |
| 303 | 6 | 51 | 3.7 | The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. | Request the Bank to share the endpoint wise details of make and model of CD/CRs. We suggest the Bank to procure the additional Cassettes for Cassette swap since Bank owns the endpoints. | Revised Clause: The managed services vendors will arrange the cassettes from OEM-SLM vendor of respective Endpoints at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. |
| 304 | 6 | 52 | Annexure 2 | Denomination Pieces Amount (Rs.) required 1000 | Request the Bank to amend the clause as "Denomination Pieces Amount (Rs.) required 2000" | Revised Clause: Denomination Pieces Amount (Rs.) required 2000 and 200 |
| 305 | 9 | 2 | 1.2 | Computation of all penalties at the Local Head Office level. All penalties shall be recovered concurrently from the total bill payable to the Vendor for the particular quarter, subject to the maximum of 35% of the bill payable (except for actual loss and transition penalty). | Request the Bank to amend the clause and reduce the capping on overall bill payable as "Computation of all penalties at the Local Head Office level. All penalties shall be recovered concurrently from the total bill payable to the Vendor for the particular quarter, subject to the maximum of 10% of the bill payable (except for actual loss and transition penalty)." | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 306 | 9 | 2 | 2.1 | For any delay in operationalization of full-fledged Managed Services (MS) of endpoints provided beyond 10 days from the date of installation solution with enquiry transaction, a penalty of Rs. 1000/- per day (from the 11th day onwards) per endpoint will be charged. | Request the Bank to allow the vendor of atleast 12 weeks of transition period. 10 days of takeover is not practically feasible. | As per RFP terms. Since PO will be issued by Circles in phased manner. |
| 307 | 9 | 3 | 2.2.5.2 | VIP endpoints Availability Penalty amount 95% to less than 98% - 5% of Charges Payable 92% to less than 95% - 10% of Charges Payable less than 92% - 25% of Charges Payable | The Penalties are on higher side. Request the Bank to reduce the penalties. | As per RFP |
| 308 | 9 | 5 | 2.3 | For Regular endpoints : The penalty of Rs.2000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official. For VIP endpoints: The penalty of Rs.3000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official An additional penalty of Rs.5000/- per site per month shall be levied if Vendor receives more than 2 recorded complaints from the Bank for that particular site in the particular month, pertaining to unsatisfactory maintenance, upkeep and general cleaning of the sites which falls in the responsibility of Vendor. | The Penalties are on higher side. Request the Bank to reduce the penalties. | As per RFP |
| 309 | 9 | 8 | 3 | Actual loss incurred by the Bank on account of errors/bugs/deficiencies in services attributable to the Vendor shall be recovered from the vendor. Further, the MS Vendors will ensure that their CIT/CRA will provide the uninterrupted services and in case of disruption of services on account of any reason Bank will recover the suitable cost from MS vendor in his next bill upto the extent of Rs 5,000/- per endpoint per day for the period service was affected. | The Penalties are on higher side. Request the Bank to reduce the penalties. | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 310 | 7 | 1 | Gen | Indicative commercial bid -Column F : Unit rate | Please confirm Unit rate is to be given for per ATM per year | Yes, understanding is correct. |
| 311 | 7 | 1 | Gen | Indicative commercial bid -Column I : Amount | Please confirm Column I calculation will be Column F*G*H i.e. Unit rate *Years*Quantity | Yes, understanding is correct. |
| 312 | 1 | 20 | 22.1.4 | If due to lack of technical feasibility or lack of commercial viability or due to unforeseen circumstances, the Bank finds that it is unable to buy certain components or services, or will need to substitute one component or service with another, the Bank may change the quantities beyond 20 % plus or minus in respect of following items. The Bank also reserves the right to discontinue the following products/services in respect of following items, during the term of the contract : | Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, in case of any changes to any of the component or services, bidder should be entitled to revise the price and we request the Bank to amend this clause accordingly. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 313 | 1 | 25 | 31.1 | The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under: 31.1.1. Responsibilities for data and application privacy and confidentiality 31.1.2. Responsibilities on system and software access control and administration 31.1.3. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor 31.1.4. Physical Security of the facilities 31.1.5. Physical and logical separation from other customers of the Vendor 31.1.6. Incident response and reporting procedures 31.1.7. Password Policy of the Bank 31.1.8. Data Encryption/Protection requirements of the Bank. 31.1.9. In general, confidentiality, integrity and availability must be ensured. 31.1.10. All data are confidential and should not be disclosed to any external parties ever. 31.1.11. At the end of the project, after sharing all the Bank's data with the Bank, all the bank's data must be completely erased by using tools like disk eraser by the vendor. The vendor and its deployed resources should certify and confirm the Bank that all data associated with the project has been deleted from their laptops / PCs / email / cloud drives etc. Whatever data the consultancy firm is having in their hard disk etc. related to the project, the same should be destroyed or returned to the Bank. At the end of the project the consultancy firm to confirm that they are not having any data on account of this project. If the Bank requires the services of the Consultancy firm after project is completed, the Bank shall share the required data with the firm. Office copies of the papers delivered to the Bank may be retained, subject to confidentiality obligation and should be destroyed within a reasonable period. | As the scope of this RFP is limited to delivery of Managed services, as Bidder will not be requiring personal or sensitive data to deliver managed services, we request the Bank not to share personal or sensitive data and kindly delete sub-clause 31.1.1 and 31.1.8. | As per RFP. Requirement of Bank's Information Security Dept. |
| 314 | 1 | 29 | 34.7 | The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period. | As the bank will appreciate that it is not possible for the bidder to envisage change in fiscal policy of government which may be applicable in future and corresponding changes to be done to the Service Fee, thus we request that service fee should be exclusive of all government levies, and any increase or decrease in government levies shall be passed on to the Bank and this clause should be amended accordingly. | As per RFP. Clause and related query is contradictory. |
| 315 | 1 | 29 | 34.8 | The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software. | Service fee is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX etc. and scope of services in this RFP excludes supply of any hardware or software, thus, this clause may not be applicable. Hence, we request the Bank to either delete this clause or amend it specifying that in case of any changes to any of the factors determining the service fee, bidder should be entitled to revise the price. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|----------|---------|-------------|--|--|--|
| Sl.No. | Appendix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 316 | 1 | 31 | 41 | For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused. 41.2. The limitations set forth herein shall not apply with respect to: 41.2.1. claims that are the subject of indemnification pursuant to IPR infringement, 41.2.2. damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, 41.2.3. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, 41.2.4. When a dispute is settled by the Court of Law in India. 41.2.5. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider. | The scope of this RFP is limited to supply of managed services, thus neither bidder is required to obtain personal or sensitive data of Bank's customer nor bidder is under any obligation to supply any hardware or software to the bank, nor bidder is obligated to comply with statutory or regulatory guidelines applicable to the Bank. This we request the Bank to amend this clause as following: 41.1 For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total value of purchase order. 41.2. The limitations set forth herein shall not apply with respect to: 41.2.1. death or personal injury to the extent same is occasioned by the gross negligence, fraud or willful misconduct of Service Provider while delivering services to the Bank, 41.2.2. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations or to the extent same is occasioned by fraud, 41.2.3. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Service Provider, for the services provided by Service Provider to the bank under this RFP. | As per RFP |
| 317 | 1 | 34 | 46 | For any licensed software/firmware used by the finally selected Vendor(s) for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/ OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor. | As scope of this RFP is limited to supply of managed services and bidder is not obligated to supply any hardware or software, thus we request the bank to kindly delete this clause relating to Patent rights and IPR. | As per RFP. This refers to bidder's infrastructure. |
| 318 | 1 | 39 | 53 | The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. | Service fee is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX etc. and change to term of volume of service will have implication on the service fee, thus, in the event Bank decides to terminate the Contract for convenience, we request the bank to pay termination fee amounting to service fee for unexpired term of the Contract and amend this clause accordingly. | As per RFP |
| 319 | 6 | 27 | 3.6.5.5.4.6 | In case any counterfeit note is found during counting by Bank officials, details shall be noted in the cash delivery slip and the number of the note shall be tallied with details in eJ on T+1 day. In case it is found not tallying with the details, Vendor shall be responsible to make good the amount equivalent to the value of the note immediately. | As Bidder will be using the currency provided by the bank for replenishment of cash in the endpoint, Bidder should be help liable for counterfeit currency to the extent same is introduced by CRA or bidder. Hence, we request the Bank to kindly amend this clause accordingly. | As per RFP |
| 320 | 6 | 34 | 3.6.8.7 | As and when Vendor undertakes ATM deposit pick up service at separate mutually agreed commercials Vendor shall not be liable for claims, actions, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or in connection with any ATM Loss, to the extent such claim is the result of (a) the failure of Bank's customers to properly seal deposit envelopes giving rise to claims for alleged differences in the amount said to have been deposited and the amount Bank actually received; (b) amounts said to be contained in deposit envelopes or deposits opened by Bank and found to contain an incorrect amount; | Endpoint Loss or ATM loss can occur due to multiple reason beyond the control of bidder such as malfunctioning of Bank's switch or CBS, malware attack, act of third party etc. Thus we request the Bank to kindly amend this clause and exclude any loss to the extent same is not directly attributable to the bidder or sub-contractor engaged by the bidder for delivering managed services under this RFP. | Clause and query are contradictory |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|---------------|--|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 321 | 6 | 35 | 3.6.8.10' (b) | Any cash loss to the Bank due to cash shortage in ATMs shall be intimated to the Vendor, with supporting documents/proofs within 6 working days from the date of submission of reports by the Vendor. The Vendor shall respond to such communication within 3 working days from the receipt of the intimation failing which Vendor shall be liable for the said loss. Supporting documents/proofs include but are not limited to : i. Cash replenishment report, JP logs (only if JP is installed/enabled) / EJ and ATM counters for the time period the variance was discovered and the same report(s) for the previous and post settlement periods. ii. Copies of Bank's ATM reconciliation reports indicating the ATM's beginning, ending and dispensed totals for the time period the variance was discovered. iii. Copies of the suspect transactions report. iv. Bank's calculation of the claimed variance. | In the event Bank fails to intimate the vendor within 6 working days from the date of submission of report by the vendor, such failure should be considered as Bank's waiver of its claim for cash loss against the vendor and we request the bank to amend this clause accordingly. | As per RFP |
| 322 | 10 | 10 | 5.2 (i) (b) | Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. | As scope of service does not include supply of security solutions, we request the bank to kindly delete this clause. | Clause to be deleted. |
| 323 | 10 | 10 | 5.2 (i) (d) | Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement. | While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be applicable in future and corresponding changes to be done to the Services, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly. | As per RFP |
| 324 | 10 | 12 | 5.2.4 | Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party. | As scope of this RFP is limited to supply of managed services and bidder is not obligated to supply any hardware or software, thus we request the bank to kindly delete this clause relating to warranty on non-infringing IPR. | As per RFP terms. Bank desires that the service provider should use genuine and licensed products for providing managed services |
| 325 | 10 | 12 | 5.2.6 | Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions /modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement. | As scope of this RFP is limited to supply of managed services and bidder is not obligated to supply any hardware or software, thus we request the bank to kindly delete this clause relating to delivery of software. | As per RFP terms. Bank desires that the service provider should use genuine and licensed products for providing managed services |
| 326 | 10 | 13 | 7.1 | Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. | As scope of services is limited to supply of managed services, thus we request that indemnity should also be limited to third party claims made against the bank to the extent same is relating to death, personal injury caused due to gross negligence or willful misconduct of the bidder while providing services to the bank under this Contract. Bidder's liability to indemnify the bank should be subject to bank providing prompt notice, sole control to defend or settle the claim, all required information and support to defend or settle the claim and bank taking all steps to mitigate the losses. Bidders liability should be limited to monetary damages awarded by the court, alongwith reasonable attorney fee and court cost incurred in defence or settlement of claim. | As per RFP |
| 327 | 10 | 13 | 7.2 | Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work. | As scope of this RFP is limited to supply of managed services and bidder is not obligated to supply any hardware or software, thus we request the bank to kindly delete this clause relating to non-performance of software. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|--------------|---|---|------------------|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 328 | 10 | 15 | 14.1 to 14.5 | INTELLECTUAL PROPERTY RIGHTS 14.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider. 14.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement. 14.3 Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. 14.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to | As scope of this RFP is limited to supply of managed services and bidder is not obligated to supply any hardware or software, thus we request the bank to kindly delete this clause relating to performance and IPR infringement relating to the software. | As per RFP |
| 329 | 10 | 10 | 17 | 17.1 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be "work made for hire" under any Indian/U.S. or any other applicable copyright laws. 17.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any prebuilt software per se, except for those which have been assigned under this Agreement. 17.3 All information processed by Service Provider during software maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately. | As scope of this RFP is limited to supply of managed services and bidder is not obligated to supply any hardware or software, thus there is no scope of creation of any IPR and ownership of such IPR being transferred to the Bank, thus, we request the bank to kindly delete this clause. | As per RFP |
| 330 | 10 | 21 | 18.8 | The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. | Service fee is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX etc. and change to term of volume of service will have implication on the service fee, thus, in the event Bank decides to terminate the Contract for convenience, we request the bank to pay termination fee amounting to service fee for unexpired term of the Contract and amend this clause accordingly. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 331 | 10 | 24 | 21 | 21.1 For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused. 21.2 The limitations set forth herein shall not apply with respect to: (i) claims that are the subject of indemnification pursuant to IPR infringement, (ii) damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider, (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, (iv) When a dispute is settled by the Court of Law in India. (v) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider. | The scope of this RFP is limited to supply of managed services, thus neither bidder is required to obtain personal or sensitive data of Bank's customer nor bidder is under any obligation to supply any hardware or software to the bank, nor bidder is obligated to comply with statutory or regulatory guidelines applicable to the Bank. This we request the Bank to amend this clause as following: 21.1 For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total value of purchase order. 21.2. The limitations set forth herein shall not apply with respect to: 21.2.1. death or personal injury to the extent same is occasioned by the gross negligence, fraud or wilful misconduct of Service Provider while delivering services to the Bank. 21.2.2. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations or to the extent same is occasioned by fraud, 21.2.3. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Service Provider, for the services provided by Service Provider to the bank under this RFP. | As per RFP. No change acceptable in the clause. |
| 332 | 12 | 7 | 6 | The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded. | Service fee is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX etc. and unless all these factors are considered, Bidder will not be able to offer the service fee, it is offering or has offered to any other bank. | As per RFP |
| 333 | 1 | 6 | 3.18 | 3.18-VIP Endpoints-Bank shall identify specific endpoints not exceeding 20% of the endpoints at the whole Bank level as 'VIP Endpoints' The list of VIP Endpoints can be reviewed by the Bank from time to time. | Since VIP site requires special focus, maintaining so many sites under this category would be challenge. Hence, we request Bank to stipulate the VIP category sites at 5% maximum. | Bank needs special focus on VIP Endpoints, hence no reduction in percentage can be considered. |
| 334 | 1 | 16 | 17.6 | Make in India | Request Bank to confirm on how this Make in India clause will be evaluated | Make In India Clause will be evaluated in terms of appendix-14 (Local Content Certificate). |
| 335 | 1 | 19 | 20.3 | If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail | Similarly, If any change in the work is likely to result in increase in cost, request Bank to consider | Bidder may build the expected increase during the contract period in their costing before bidding. No change in the Clause be considered. |
| 336 | 1 | 22 | 29.1 | The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points | Not Applicable for this RFP | Yes, understanding is correct. |
| 337 | 1 | 22 | 29.2 | In addition, vendor will supply all associated documentation relating to the products/ hardware, system software/ firmware, etc. | Not Applicable for this RFP | Yes, understanding is correct. |
| 338 | 1 | 24 | 30.6 | Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc.) as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes | This is not in the Scope of this RFP & this needs to be carried out by the respective OEMs of Bank | Yes, understanding is correct. |
| 339 | 1 | 24 | 30.9 | The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware/Software and should ensure support during warranty and AMC | This will be responsibility of respective OEMs | Yes, understanding is correct. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|----------------|--|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 340 | 1 | 31 | 39.1 | The insurance shall be for an amount equal to 110 percent of the value of the Products from Warehouse to final destination on All Risks basis, valid for a period of one month after delivery and installation of products at the defined destination | Not Applicable for this RFP | Yes, understanding is correct. |
| 341 | 1 | 33 | 44.6 | Vendor shall provide necessary training to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, troubleshooting processes of the proposed solution | Not Applicable for this RFP | Yes, understanding is correct. |
| 342 | 1 | 34 | 45.1 | The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc. | Not Applicable for this RFP | Yes, understanding is correct. |
| 343 | 1 | 34 | 45.2 | The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable | Not Applicable for this RFP | Yes, understanding is correct. |
| 344 | 1 | 34 | 47 | Liquidated Damages -If the vendor fails in providing the services, as per the terms and requirements specified in this RFP, Bank will charge penalty @ 1% of the purchase order value calculated on the billing of the number of Endpoints allotted up to period given in Project Plan, subject to a maximum of the 10% of the purchase order value. This penalty is in addition to other applicable penalties | Since penalty for specific services are covered in Appendix-9, this clause need to be excluded | As per RFP |
| 345 | 3 | 3 | 9 | The Bidder should have an experience of handling 5,000 Managed Services or should have Purchase Order for 5,000 Managed Services. | We request Bank to consider vendors with proven track for managing project of such magnitude & hence request to Bank to stipulate on Bidder to have experience of handling minimum 5000 machines under Manage Services | As per RFP |
| 346 | 6 | 3 | 2 | Managed Service Provider will have to take over existing sites from existing MS Vendor (in case the same does not belong to it already) on implementation of solutions at the respective endpoint and operationalize the full-fledged managed services at these endpoints within 10 days. Managed Service Provider should start operationalization of full-fledged managed services within 10 days of the installation of endpoint/date of PO. | We request Bank to provide at least 30 days for site takeover & wherever cash services need to be offered this shall be 60 days | As per RFP terms. Since PO will be issued by Circles in phased manner. |
| 347 | 6 | 12 | 3.4.9.6 | Category & Uptime Target, VIP- endpoints- 98% and Regular endpoints - 95% | Exclusion Required as per MHA Guideline for non Accessible Hours, Bank, OEM Pendency cases & any reason not attributable to MS service provider. | No change in the Clause as cases of exclusions, if any, are being examined by the Bank on case to case basis and are not part of the RFP. |
| 348 | 6 | 12 | 3.4.9.7 | There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases. | Exclusion Required as per MHA Guideline for non Accessible Hours, Bank, OEM Pendency cases & any reason not attributable to MS service provider. | As per RFP |
| 349 | 6 | 18 | 3.5.1.2.2 | Opening cash in the ATM + Amount of cash replenished/Dispense=2 | Request FOS 3 for normal days (during consecutive holiday need FOS 4), Further calculation on FOS will be done on LHO level in place of ATM level and down ATMs more than 8 Hr. need to be exclude from Calculation. | As per RFP |
| 350 | 6 | 19 | 3.5.1.2.2 | If FoS is more than 2 or 2.5 as mentioned above, then interest @ 18.6% will be levied on the excess cash found above the prescribed norm. | Request FOS 3 for normal days (during consecutive holiday need FOS 4) - Exclusion Required for Non Vaulting Location for Diversion cases, conditional Feasibility , VVIP ATMs and Bank Requested ATMs, Force Majors | As per RFP |
| 351 | 6 | 19 | 3.5.1.3.2 - i | i) Rs.1000/- per endpoint up to 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. | Penalty proposed is very high & would request bank to reconsider | Bank needs special focus on VIP Endpoints, hence no reduction in percentage can be considered. |
| 352 | 6 | 19 | 3.5.1.3.2 - ii | (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours. | Penalty proposed is very high & would request bank to reconsider | As per RFP |
| 353 | 6 | 20 | 3.5.1.3.2 - ii | Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours | Penalty proposed is very high & would request bank to reconsider | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|-------------|---|---|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 354 | 6 | 24 | 3.6.2.7 | Transit Loss Liability Limit means maximum liability for a single Transit Loss Liability Limit is Rs. 10 Cr/-(per transit). | (xii) MHA Guideline for maximum cash carrying limit in a single cash van." (1) The private security agency involved in cash transportation activities shall ensure that no cash van carries cash of more than five crores rupees per trip & hence transit loss liability limit shall be maximum Rs 5 Cr (per transit) | Revised Clause Transit Loss Liability Limit means maximum liability for a single Transit Loss Liability Limit is Rs. 5 Cr/-(per transit). |
| 355 | 6 | 26 | 3.6.5.5.1 | The CRA/CIT shall conduct EOD activity on ATM on daily basis and submit necessary reports | The CRA/CIT shall conduct EOD activity on ATM at the time of cash loading | As per RFP |
| 356 | 6 | 27 | 3.6.5.5.4.2 | The CRA shall evacuate currency from Endpoints and count it physically at the site to check if physical cash tallies with the ADMIN balance. In the process, CRA shall segregate notes into different denominations and make it ready for preparing packets of 100 note each. | Consider the large volume of currencies, the counting & sorting can only happen in vaulting locations wherever applicable. For non vaulting location, CRA shall remove the cash from CRM & submit cash in sealed bag to designated branches | As per RFP |
| 357 | 6 | 27 | 3.6.5.5.4.4 | The cash evacuated from Endpoints shall have to be deposited on same day to the Bank by CRA. Cash evacuated from Endpoints shall not be taken to the vault of CRA. Vaulting may be allowed in exceptional cases, if the evacuation is done beyond banking hours/ holidays. But such cash shall have to be deposited the next day at start of business at the branch. | Cash evacuated from Endpoints shall be handover to designated Branches on T+1 basis on vault locations, as cash sorting will be carried out at CRA vault . For non vaulting location, CRA shall remove the cash from CRM & submit cash in sealed bag to designated branches on same day | The clause is self explanatory |
| 358 | 6 | 29 | 3.6.5.5.6 | CIT shall prepare daily end of day activity report as per format mentioned in Annexure - 4 to this Cash Appendix and attach JP logs, supervisory counters and admin slips under the signature of CIT's representative/s performing cash replenishment and submit to Bank next working day | No Machines in SBI are with JP, so JP logs cannot be provided | Revised Clause: CIT shall prepare daily end of day activity report as per format mentioned in Annexure - 4 to this Cash Appendix and attach supervisory counters and admin slips under the signature of CIT's representative/s performing cash replenishment and submit to Bank next working day. Vendor shall provide Cash Balance Report (CBR), Vault Closing Balance Report (VCB) and Overage & Shortage Report (OSR) as per format mentioned in Annexure - 4 to Bank designated linked branch daily via e-mail. |
| 359 | 6 | 30 | 3.6.5.5.9.2 | Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours | Since Bank is imposing penalty on uptime, all the subsequent penalties is double counting & request bank to only consider uptime penalty. | As per RFP |
| 360 | 6 | 30 | 3.6.5.5.9.3 | FLM calls related to bottom hatch of the ATM that requires opening of ATM safe / vault shall be attended by Vendor appointed CIT. Response time for attending FLM calls shall be 2/4/6 hours for VIP/Metro-Semi-urban-Urban/Rural ATMs | CRA services need to be aligned as per the MHA guidelines | CRA services will be as per MHA/RBI guidelines |
| 361 | 6 | 31 | 3.6.5.6.4 | If cash is not provided by Bank before 12 noon to the CIT | Request Bank to provide Cash by 8am. | As per RFP |
| 362 | 6 | 32 | 3.6.5.16 | Bank shall endeavour to provide one time combination locks at all its endpoints (ATM / ADWM). The CRA shall have necessary infrastructure and software required to generate and communicate one time password to its joint custodians at site. CRA shall mandatorily use OTC system for cash related activity at site wherever OTC lock has been provided by the Bank. The Vendor shall have the capability of takeover of password generation process from CRA within shortest time in case of any exigency. | Any Lock Failure during Operation/Activation , cost need to be born by Bank for replacement of lock. Downtime Exclusion required on Key Travel time for Tec. Issue in lock and Key | MSP needs to prove that the lock failure was attributed the the OEM |
| 363 | 6 | 33 | 3.6.7 | The Vendor shall submit to the concerned LHO a Bank Guarantee for the term of 36 months @Rs.50,000/- per ATM in the specified format for securing the obligations in respect of cash loss in the number of ATMs allotted in each Circle. For any further addition of ATMs allotted to the Vendor during the currency of the agreement, additional bank guarantee on the same terms and condition for added number of ATMs shall have to be provided by the Vendor to the Circles | Request Bank to consider Bank Guarantee of Rs. 10,000 per ATM | As per RFP |
| 364 | 6 | 51 | 3.7 | The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. | For non-vaulting locations, we would request Bank to prepare the cassettes for cassette swap & handover to CRA. Since there is huge difference in pricing for ATM & CRM cassettes, we would request Bank to provide the breakup on number of units under each category. | As per RFP |
| 365 | 7a | 1 | 7a | Payment will be made quarterly in arrears | We request Bank to Monthly payment in arrears | Revised Clause: Pavment will be made monthly in arrears. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 366 | 9 | 6 | 2.4 | Rs.1000/- per incident shall be levied if consumable are not made available within four hour from the time information available in Online Monitoring Solution or complaint lodged by Bank official at the portal and/ or advised by Channel Manager or by the Bank official in this regard. | Penalty proposed is very high & would request bank to reconsider | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 367 | 9 | 2 | 1.2 | Computation of all penalties at the Local Head Office level. All penalties shall be recovered concurrently from the total bill payable to the Vendor for the particular quarter, subject to the maximum of 35% of the bill payable (except for actual loss and transition penalty | The penalty capping is very high & request Bank to cap at maximum 10% of bill payable on LHO level. | Clause can not be diluted since Bank desires uninterrupted services for its customers. |
| 368 | 6 | 51 | 3.7 | Cassette Swap Services on Opex basis | FOS for Cassette Swap to be defined separately. We proposed FOS of 4 | As per RFP |
| 369 | 6 | 19 | 3.5.1.2.2 | The Vendor shall not hold or retain in their vault more than 15% of the total cash taken from Bank on monthly basis | Holding should be 100% of total cash to be loaded in the ATMs mapped to that vault | Current limit is adequate. No change be considered. |
| 370 | 9 | 4 | 2.2.5.2 | "Incentive and rewards for maintaining Higher Uptime. Irrespective of Availability, if the monthly average Total hits of the machine is: Greater than equal to 500: 10% of the Charges Payable Greater than equal to 400: but less than 500 8% of the Charges Payable Greater than equal to 300: but less than 400 7% of the Charges Payable Greater than equal to 250: but less than 300 5% of the Charges Payable" | "We propose to change the slab: Greater than equal to 300: 10% of the Charges Payable Greater than equal to 250: but less than 300 8% of the Charges Payable Greater than equal to 200: but less than 250 7% of the Charges Payable Greater than equal to 150: but less than 200 5% of the Charges Payable" | Clause for incentivising the MSPs for maintaining higher uptime is adequate. Therefore, no change in Clause. |
| 371 | 1 | 31 | 41.1 | Limitation of liability - For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused. | In case of breach of the Contract the aggregate limited liability is to the extent of the total cost of the project is too high. Request this to be capped at 25% of contract value | As per RFP |
| 372 | 1 | 38 | 50.2 | Termination for Default - In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated. | "Request Bank to revise the clause as below:- "In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Bank shall bear any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated." | Cost on account of the breaches attributable to the Vendor, can not be borne by the Bank. Therefore, no change in Clause. |
| 373 | 1 | 38 | 50.4 | During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades. | Software provision for future upgrades is not in the scope of this RFP | Yes, understanding is correct. |
| 374 | 1 | 37 | 50.1 | Termination for Default | "Under this Agreement, Vendor doesn't have the right to terminate this Agreement for any reason even for non payment of invoice. Hence request Bank to include the following termination right for non-payment of fees has to be included as a clause: "The Vendor, without prejudice to any other remedy for breach of Contract, shall have the right to terminate this contract in whole or part, at any time by giving a written notice of 60 days to the Bank, for non-payment against the invoices raised on the Bank, for the Services rendered by the Vendor under this Agreement within 60 days from the date of receipt of invoice, provided a cure period of not less than 30 days notice is given to the Bank to make the payment." | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 375 | 1 | 22 | 27 | The Vendor should integrate the MS software with the existing systems as per requirement of the Bank and carry out thorough system integration testing. System integration testing will be followed by user acceptance testing, plan for which should be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary onsite training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency/benchmarking/load etc. Vendor should submit result log for all testing to the Bank. Satisfactory completion of the aforementioned tests and ISD Clearance for the acceptance of the MS solution is required. | " Bidder will undertake integration effort end once the Bank shares the Scope of Work and facilitates technical information, such as APIs. However, we believe that integration charges, if any, from Bank's vendor/s' end such as Solution Provider; Endpoint Provider; (i.e. Vendor for the said mobile application / e-surveillance system / any other system) is not expected to be borne by the MSP for Managed Services. We request the Bank to confirm. Also, we request the Bank to share the scope of work, any documentation requirements, timelines, etc. for the same.We request Bank to elaborate more on the scope of integration, as it may not be feasible for the Bidder to absorb the cost of integration which is not known at the time of bid submission. " | As per RFP |
| 376 | 1 | 24 | 30.6 | 30.6. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes. | Since this is pure MS RFP, we understand the patches / upgrades / updates for OS / Hardware / Software will not be applicable for the bidder. The same will be taken care by respective OEM for the Endpoints. Request bank to remove this clause | As per RFP. Bank's intention is in respect of bidder's own infrastructure. |
| 377 | 1 | 24 | 31.2 | "31.2. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period. " | "Request bank to share the locations of such on-site support needed and the days / hours for which such support will be required by bank as twice per month Bidder can arrange for conference bridge, if required with all stakeholders for support between the two teams. Request bank to confirm acceptance." | As per RFP |
| 378 | 1 | 39 | 53.1 | "53. Termination for Convenience: 53.1. The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. " | "If the Bank invokes Termination for Convenience as per Clause 4.10.3 the bidder requests the bank to provide minimum 180 days' notice for invoking Termination for Convenience as this will help the Bidder to plan and scale down or redeploy operations in an organized manner. Additionally we request Bank to clarify whether Bank will pay the bidder charges for the remainder period of the contract on account of compensation for loss of business. Otherwise we request Bank to delete the clause of Termination of Contract for convenience or allow the Bidder to terminate the contract for convenience without assigning any reason whatsoever and without being liable for any liability or damages to the vendor whatsoever." | As per RFP |
| 379 | 3 | 54 | 2 | Minimum Annual turnover of the Bidder in India should be more than ₹100 crores in at least one of the last 3 financial years, i.e. 2016-17, 2017-18 and 2018-19 | "Request bank to increase this to atleast the Contract value, so bank can get a financially stable partner for the contract term. Ready reference : PNB RFP in 2017 for 9000 ATMs MS - The bidder should be a financially strong company with an annual turnover of at least Rs. 500 Crore BOB RFP in 2017 for 8500 ATMs MS - The Bidder should be a registered company in India and should have minimum turnover of Rs.100 Crore for each of the previous 3 years as per the Audited Financial Statements....." | As per RFP |
| 380 | 3 | 54 | 3 | The Bidder should be profitable organization (on the basis of Profit before tax) during at least three of the last five financial years, i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19. Out of which, bidder must be profitable organization (on the basis of Profit before tax) in the year 2018-19. | "Request bank to ask for PAT, so bank can get a financially stable partner for the contract term. Ready reference : BOB RFP in 2017 for 8500 ATMs MS - The Bidder must have made net profits for last three financial years." | As per RFP |
| 381 | 3 | 1 | 4 | Minimum Networth of the Bidder in India should be more than ₹100 crores as on 31st March 19. The net worth of at least ₹1 billion should be maintained at all times. | "Request bank to ask for networth of atleast the contract value (i.e. 3 + 2 years), so bank can get a financially stable partner for the contract term. " | As per RFP |
| 382 | 3 | 55 | 5 | The Bidder should be in Managed Services business and its maintenance for the last 3 years as on date of RFP | "With the large ATM base & locations like SBI, bank should ask for a minimum base of 10000 or 15000 ATMs managing from atleast last 3 years. Ready reference : PNB RFP in 2017 for 9000 ATMs MS - The Bidder should be in the business of ATM Managed Services for a minimum period of five years as on the date of submission of bids" | As per RFP |
| 383 | 3 | 55 | 6 | Two Client references from whom Bidder has executed similar projects for Managed Services and its maintenance services in past. | Two Client references from whom Bidder has executed similar projects for Managed Services and its maintenance services in past.3 years | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|----------------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 384 | 3 | 56 | 9 | a. The Bidder should have an experience of handling 5,000 Managed Services or should have Purchase Order for 5,000 Managed Services. | "If we look at other PSU banks in India, even for the small base less than 10000, they go with the stringent eligibility criteria's. Ready reference : PNB RFP in 2017 for 9000 ATMs MS - Bidder should have provided ATM Managed Services for at least 10000 ATMs/BNAs in India in the scheduled commercial Banks BOB RFP in 2017 for 8500 ATMs MS - Bidder should be managing at least 7500 Machines (ATM/CR/BNA) in India under Managed Services contract" | As per RFP |
| 385 | 1 | 21 | 17.4 | Successful Bidders (L1/ L2 etc.) will be selected on the basis of total of the price evaluation as quoted in the Reverse Auction and not on the basis of individual components of the Price Bid. | "We request bank to look at T1:L1 evaluation with 70% weightage to Technical and 30% to commercial. Ready reference : PNB RFP in 2017 for 9000 ATMs MS - 60:40 Techno-Commercial scoring model will be used for the evaluation. The bidder with the highest aggregate score of the technical and commercial will be shortlisted as H1 bidder." | As per RFP |
| 386 | 1 | 23 | 17.6 | "Allocation between L1 and L2 will be in the ratio of 65:35 based on the Total Cost of Ownership quoted in the Reverse Auction." | We request bank to split it 3 way L1:L2:L3 :: 50 : 30 : 20 | As per RFP |
| 387 | 3 | 55 | 6 | The Bidder should be in Managed Services business and its maintenance for the last 3 years as on date of RFP | Request bank to ask for "The bidder should have own Managed Services Centre situated in India, which should have been in operations for at least 5 years." this can help bank to get experienced bidders in Indian market. | As per RFP |
| 388 | 4a | 67 | AD 2.1.0 to AD 2.5.0 | "ESR - Secure electronic interface between Management Centre, Bank and cash replenishment agencies ESR - Standardized replenishment data & mechanism to ensure consistent/timely movement of data ESR - Consolidate Settlement and Reconciliation reports across multiple service providers ESR - Identify discrepancies, missed settlements and other performance issues ESR - Consolidate vault reconciliation reports, settlement reports and bulk cash acknowledgements " | "Request Bank to clarify on the requirement of ESR & sample format. Also, request bank to provide clarity on the process to be followed" | Details will be shared with selected Vendor(s). |
| 389 | 4a | 68 | AG 7.1.0 | Call to Bank within 3 minutes of fault occurrence. | 3 Minutes is too small time to take action. Considering the technology infrastructure and capabilities like self healing , it's recommended to have a standard wait time for 30 minutes before notification (call / mail / sms) to Bank is triggered. Request Bank to modify timelines to 30 minutes. | Revised Clause - Call to Network Service Provider and SMS/Email to bank within 3 minutes of fault occurrence. |
| 390 | 4a | 68 | AJ 4.0 | Supply and replenish journal printer/receipt printer/Cash Recycler ribbons (Ribbons should be newhigh tensile strength material 12.7 mm with 24' length should print approx 5 million characters) | Request Bank to removed the Ribbon requirement as Ribbon is not used due to JP disabled across SBI Channel. | Revised Clause - Supply and replenish receipt printer/Cash Recycler ribbons (Ribbons should be new, high tensile strength material 12.7 mm with 24' length should print approx 5 million characters. |
| 391 | 6 | 74 | 2 | "Managed Service Provider will have to take over existing sites from existing MS Vendor (in case the same does not belong to it already) on implementation of solutions at the respective endpoint and operationalize the full-fledged managed services at these endpoints within 10 days. Managed Service Provider should start operationalization of full-fledged managed services within 10 days of the installation of endpoint/date of PO. Submit the following management takeover certificate duly completed and signed. The report is also required to be uploaded / keyed-in at Online Monitoring System of the Bank. " | "The timeframe of 10 days to takeover the sites is aggressive. Request bank to provide 30 days time to operationalise services from the date of installation / date of PO. Takeover of 18K ATMs is potential risk considering field activities and support. Further, request bank to provide more details on uploading / keying in the report at Online Monitoring System. Will bank share the app access for the field technician to upload takeover form as is ? Or same needs to be keyed in manually by the bidder ?" | As per RFP terms. Since PO will be issued by Circles in phased manner. |
| 392 | 6 | 74 | 2 | Takeover Certificate | Many fields in Takeover certificate form like OEM Model Name & Serial no.; Latitude; Longitude; TMK Set no; Machine IP; Gateway IP; etc will not be available with MS takeover vendor. Request bank to modify the form as appropriate or same can be mutually agreed with the successfull bidder at the time of project transition | This is requisite for takeover. As per RFP terms. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 393 | 6 | 79 | 3.1.1 | "3.1.1 Supply and Replenishment of consumables such as paper roll, printer ribbons, inkjet cartridge Vendor shall replenish consumables essential to ensure uninterrupted ENDPOINT operation as necessary without limitation on quantity. " | "We request Bank to share following details so that Bidder can assess the cost of consumables required to be replenished month on month: 1. Details of the split between CDs, Cash Deposit Machines, Cash Recyclers / ADWMs and ATMs (Quantity/Make/Model) 2. Average number of daily transactions per CD/CDMs/Cash Recyclers/ATMs/Kiosk 3. Do Cash Deposit machines have Envelope Deposit functionality? 4. List of consumable items required for each make/model of machine (CD/CDMs/Cash Recyclers/ATMs/Kiosk) i.e. printer ribbons, thermal papers, ink cartridges, Dot Matrix papers etc. " | Details will be shared with selected Vendor(s). |
| 394 | 6 | 8 | 3.2 | 3.2 Housekeeping for endpoint and immediate surrounding: | "Request Bank to confirm if the services are required for all units like CDs, ADWMs and ATMs and for both Onsite & Offsite Endpoints. If not, request bank to share the split of these install base " | Details will be shared with selected Vendor(s). |
| 395 | 6 | 79 | 3.2.3 | " 3.2.3 All sites shall be cleaned minimum twice a day for Regular endpoints and thrice a day for VIP endpoints and report through Online Portal or Mobile Application for any non-functioning of the endpoint or any fault or non availability of connectivity." | Request bank to confirm if Online portal or Mobile application will be provided by bank for the HK team to access in field ? In case of no mobile application, the reports cannot be provided on real-time basis. Request bank to validate the requirement | As per RFP |
| 396 | 6 | 80 | 3.2.9 | "3.2.9 Arrange to get publicity materials, banners, posters etc. supplied by the Bank displayed at the endpoint site as per instructions besides replenishing leaflets, brochures etc. " | Request bank to share the high level frequency of sending these publicity materials to be displayed at the endpoint site | Details will be shared with the selected bidder(s) |
| 397 | 6 | 9 | 3.3 | Maintenance and Management of peripherals / allied equipments | "1) We need the Bank to provide us the site wise database of makes, models, Specs (VA) & hours of battery back-up for UPS & batteries. As UPS and batteries need to be maintained by respective suppliers of these equipment, MSPs need this information to obtain quotes from these parties to incorporate into its services pricing. 2) We request that MSPs be given an opportunity to inspect the current health of the UPS and batteries prior to taking these over under their maintenance. Also, the equipment (especially batteries) which are not in operating condition as per suppliers' due assessment be repaired/replaced under the Bank's currently existing direct AMC contracts before the MSPs' contracts become effective." | 1) Details will be shared with selected Vendor(s). 2) Be guided with Clause 1.3 and 1.4 of appendix-9 (Penalties-SLA Terms) and Clause 3.3 of appendix 6 (SoW). |
| 398 | 6 | 80 | 3.3 | "Vendor shall monitor health, repair and maintain UPS and Batteries. Vendor shall check the following parameters during preventive maintenance of UPS: " | "We request bank to consider the following terms and also share certain details which are required to assess the cost of AMC service for UPS and UPS Batteries: 1. What is the make and model number of the UPS? 3. What is the UPS Specification, KVA? 4. How many UPS units are there per site? 5. How many UPS units are under Warranty Period and How many units are under AMC? 6. What is the average age of UPS? 7. We request bank to share the site addresses where UPS AMC service is to be offered. 8. What is the Battery make? 9. What is Battery specification, VAH? 10. How many batteries per UPS are installed at each site? 11. Are UPS Batteries under Warranty Period? 12. What is the average age of Batteries?" | Details will be shared with selected Vendor(s). |
| 399 | 6 | 82 | 3.4.4.5 | Proactive/predictive analysis & recommendations. | How is bank expecting this to be delivered ? Is bidder expected to use any predictive tool to be used ? | Successful bidder has to use their tool |
| 400 | 6 | 82 | 3.4.8.1 | "3.4.8.1 Intimation to Bank within 3 minutes of fault occurrence. 3.4.8.2 Initiation of remedial action within 3 minutes from occurrence." | 3 Minutes is too small time to take action. Considering the technology infrastructure and capabilities like self healing , it's recommended to have a standard wait time for 30 minutes before notification (call / mail / sms) to Bank is triggered. Request Bank to modify timelines to 30 minutes. | As per RFP |
| 401 | 6 | 82 | 3.4.8.4 | "3.4.8.4 Vendor shall attend to tickets raised by mobile application/e-surveillance system/any other system as approved by the Bank from time to time. " | "Is this a requirement from day 1 or later stages of project? Or bank may clarify, if the tickets raised thru mobile application / esurveillance system will also be via Online monitoring tool access / any interface provided by the bank or these will be manually reported via call / mail by the bank?" | The clause is self explanatory |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|--|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 402 | 6 | 81 | 3.4.1 | Event/Incident Management Services | Bidder understands the monitoring of endpoints will begin by providing Switch feeds and subsequently transitioned to Bank's Online Monitoring tool. Request Bank to confirm the same | Bank to decide |
| 403 | 6 | 83 | 3.4.9.3 | " Online Monitoring Tool - web login access will be extended to the successful bidders to check the endpoint status online. Successful bidders should take corrective action on the basis of information displayed in the Online Monitoring Tool. " | Request Bank / Tool provider to provide the required training for 2 to 4 weeks to bidder's team for using the online monitoring tool on free of cost basis; providing details on the end to end functionality including the logic for uptime calulation & ticket genreation. | Suggestion is noted |
| 404 | 6 | 83 | 3.4.9.7 | " 3.4.9.7 There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases. " | "Request Bank to also exclude below points while calculating availability of ATMs/CDs: Instances of force majeure, Vandalism and delays due to strikes, Bandh, Hartal, Political instability in the region (in such cases, the vendor shall inform and seek Bank's confirmation of its non-liability for penalty) Downtime when ATMs are put in Supervisory mode during maintenance activities and cash loading. Downtime on account of cash out/ Cash dispenser problem/ Reject bin full (In case cash loading is done by the branch). In ability of bank's third party vendor to support or meet the SLA Downtime due to MVS issues Cash out down time due to non-availability of cash (cash not being provided as per the indent) OR any other factor under Bank dependency. Site not accessible for ATM servicing. Any downtime beyond the backup hours supported by UPS batteries. Remote sites where local transportation is a known issue. Any chronic power issue related site leading to huge ATM downtime. Any ATM being shutdown on daily basis on evening hrs Downtime due to PM calls Top hatch FLM calls (incase Branch doing FLM) Software loading, MVS issues, Switch activity/failure, Downtime post Banking/operating hours as per the guidelines Site Repair and Maintenance related issues Network/LAN/Flapping/Monkey cage issues Chargeable SLM calls/TM keys related errors UPS batteries failure/replacement downtime" | As per RFP |
| 405 | 6 | 84 | 3.4.10.4 | "3.4.10.4 The expected time of resolution should be average 3 minutes per call which are of routine nature." | Resolution Timeline will be dependent on the Remote Resolution tool provided by MVS vendor or other technical factors so request Bank to keep the SLA for response time only for MS Bidder. | As per RFP |
| 406 | 6 | 85 | 3.4.10.22 | "3.4.10.22 Providing on the call support to provide the One-Time-Password to service provider at the endpoint site using the Centralized Access Management Solution after ensuring the legitimacy of the service provider from the Inventory. " | Request bank to provide more clarity on the requirement. Request bank to confirm if the access along with training be provided to MS bidder for generation of One time Password of Access management tool. | As per RFP |
| 407 | 6 | 87 | 3.4.13 | " The Vendor will need to integrate with the Bank, for the feed distribution system for Online Monitoring Solution (OMS)/Switch based Monitoring Tool of the Bank. The Vendor will be provided web access of OMS/Switch based Monitoring Tool for Operational Dashboard/Fault Monitoring, Incident Management Module, and Vendor Payment System. " | Request bank to provide details for such Online Monitoring Solution/ Switch based Monitoring Tool. Also, the vendor will need timeframe of atleast 4 to 6 weeks for developing such integration before the project begins. Request bank to confirm acceptance on the same | Details will be shared with the selected bidder(s) |
| 408 | 6 | 90 | 3.5.1.3 | Penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours | "As Bank has already defined Penalties on the Uptime , Incident based penalty for reject bin full will be duplicate and double penalty for one incident. Request Bank to remove Incident Based penalty for Reject Bin full. The penalties defined in this clause are quiet high and not likely to be accepted by the Bidders/Vendors. " | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 409 | 6 | 90 | 3.5.1.3 | "For cash outs penalty shall be charged as under:- (i) Rs.1000/- per endpoint upto 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours. " | "We also request bank to consider below points on the amendment of Cash out penalties: 1. 2% of cash outs be allowed per month 2. Penalty of Rs. 1000/- per hr per machine is much on the higher side and hence request bank to revise the same to Rs. 1000/- per incident of cash out 3. The additional penalty of Rs. 5000/- leads to dual penalty and hence request Bank to remove this overlapping penalty. Also, request Bank to cap these penalties at 10% of the monthly fees payable to the Bidder for Cash Replenishment Services as the amount of penalties cannot exceed the monthly fees payable to the Bidder for the service provided. Request Bank to consider following Exclusions for cash outs situations and for which MSP shall not be held responsible: If ATM stops dispensing a particular denomination and it is needed that the ATM should be configured to continue dispensing the other remaining denominations. If ATM is down when CIT arrives at the ATM site for cash replenishment If one or more number of cassettes / slots are faulty and CIT is unable to load the cash as per the cassette capacity If any ATM dispenses cash beyond the limits defined by the Bank for the respective ATMs, and as a result of which ATM goes cash out. Any Bank dependencies shall be excluded from penalty calculation purposes." | As per RFP |
| 410 | 6 | 98 | 3.6.5.5.4 | "The CRA shall evacuate currency from Endpoints and count it physically at the site to check if physical cash tallies with the ADMIN balance. In the process, CRA shall segregate notes into different denominations and make it ready for preparing packets of 100 note each. " | CRA will segregate the denominations and handover to the branch. Request bank to confirm acceptance | As per RFP |
| 411 | 6 | 102 | 3.6.5.7 | "3.6.5.7 Any shortage of cash because of CRA activities whatsoever and for whatever reason shall be made good to the Bank within 7 days without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to CRA by the Bank after adjustment of outstanding dues if any. The CRA shall ensure correctness and genuineness of the cash and shall take only ATM fit currency notes for replenishment to its possession. Counting facility for currency notes shall be provided by the Bank. Once the note packets are taken out of Bank's premises the Vendor would be responsible for shortage and fake currency if any, noticed subsequently. " | "Request Bank to raise any shortage within 3 days of incident occurrence; so as to settle the shortage claims within 7 days as per RBI guidelines. Also, request bank to confirm that EJ for the shortage / disputed case will be shared by bank along with the incident reported; until otherwise bidder will not be liable to make good for any shortage observed " | As per RFP |
| 412 | 6 | 122 | 3.7 | "(b) The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. " | "Need more clarity on how bank will evaluate the vendor for cassette swap. Quoting both for Add Cash method & Cassette swap will increase bank's TCO predominantly high. Request bank to specify the timeframe for implementation of Cassette swap method. Further, we understand the cassette will be taken by the bidder post contract tenure of 3 years since same will be deployed on opex arrangement" | Revised Clause: The managed services vendors will arrange the cassettes from OEM-SLM vendor of respective Endpoints at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. |
| 413 | 9 | 139 | 2.2.5.1 | "2.2.5 Availability : There will be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases. " | "Request Bank to also exclude below points while calculating availability of ATMs/CDs: Instances of force majeure, Vandalism and delays due to strikes, Bandh, Hartal, Political instability in the region (in such cases, the vendor shall inform and seek Bank's confirmation of its non-liability for penalty) Downtime when ATMs are put in Supervisory mode during maintenance activities and cash loading. Downtime on account of cash out/ Cash dispenser problem/ Reject bin full (In case cash loading is done by the branch). In ability of bank's third party vendor to support or meet the SLA Cash out down time due to non-availability of cash (cash not being provided as per the indent) OR any other factor under Bank dependency. Site not accessible for ATM servicing. Any downtime beyond the backup hours supported by UPS batteries. Remote sites where local transportation is a known issue. Any chronic power issue related site leading to huge ATM downtime. Any ATM being shutdown on daily basis on evening hrs Downtime due to PM calls" | As per RFP. Please also refer Clause 51 of appendix-1. |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|-------------------|--|---|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 414 | 9 | 7 | 2 | " The Vendor shall not hold or retain in their vault more than 15% of the total cash taken from Bank on monthly basis. If the retention is more than 15%, a penalty of 18.60% per annum shall be levied on the excess cash retained in the vault during the month. " | "The penalties defined by the Bank in this clause are on higher side. We request bank to reduce these penalties to some realistic value and also clarify the following: 1. What if vaulting is done for situations which are beyond control of Vendor / CRAs 2. It's not clear whether penalties would be applied for entire MS number or circle or branch. Request Bank to describe various scenarios under which such penalties would be applicable. " | As per RFP |
| 415 | 9 | 143 | 2.6 | " Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours" | "As Bank has already defined Penalties on the Uptime , Incident based penalty for reject bin full will be duplicate and double penalty for one incident. Request Bank to remove Incident Based penalty for Reject Bin full. The penalties defined in this clause are quiet high and not likely to be accepted by the Bidders/Vendors. " | As per RFP |
| 416 | 9 | 139 | 2.2.5.1 | "There will be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases. " | Incidents which are beyond MS vendor control should be part of standard exclusion. Please include. Like Shifting, Approval pending with Bank etc. | As per RFP. Please also refer Clause 51 of appendix-1. |
| 417 | 9 | 5 | 2.3 | "For Regular endpoints : The penalty of Rs.2000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official. For VIP endpoints: The penalty of Rs.3000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official. An additional penalty of Rs.5000/- per site per month shall be levied if Vendor receives more than 2 recorded complaints from the Bank for that particular site in the particular month, pertaining to unsatisfactory maintenance, upkeep and general cleaning of the sites which falls in the responsibility of Vendor. " | "Request Bank to set mechanism for real time escalation with Pictures from the Bank Officials so that MS vendor can take necessary action immediately for resolution of issue reported. Request Bank to cap the penalty at monthly invoice value of Housekeeping Service for that particular site. It is further requested that Bank may define the exact requirements under ""clean site"" with the successful bidders to evaluate service level performance." | As per RFP |
| 418 | 4a | 67 | AD1.2.0 | Tracking Delivery of Cash. Ability of MS Tool to Integrate with a generic tracking tool . | Request Bank to clarify on the requirement. | Selected bidder(s) and their CIT should have System to track cash right from cash forecasting till replenishment / evacuation. |
| 419 | 4a | 67 | AG4.3.0 | Maintain Password Ownership of Configurable managed objects | Request Bank to clarify which Password bank is referring. Also Need confirmation on if the Bank will provide solution for Password Management Tool. | As per RFP |
| 420 | 4a | 67 | AF1.0.0 - AF1.4.0 | "AF1.0.0 Software & screen distribution from a central source to facilitate individual configuration & screen displays AF1.2.0 Scheduling download and installation at desired times AF1.3.0 Scheduled and ad hoc/ immediate upload of eJournals AF1.4.0 Monitoring Job status online " | We understand EJ pulling is not part of deliverable for the MS bidder and hence capabilities for Content Distribution & Management is not applicable for the RFP. Request bank to confirm and remove these from Technical Bid Checklist | OATS from CMS shall cover CAPEX machines which are under MVS gamut |
| 421 | 6 | 80 | 3.2.8 | "Monitoring sites and reporting any problems relating to following through Online Portal or Mobile Application - - Functioning of End Point - Door - Door Handle etc.:" | MS Bidder understand Bank will provide Online Portal / Mobile Application for the said activity , request Bank to confirm on same. | Your understanding is correct |
| 422 | 6 | 81 | 3.4.3.3 | Use Simple Network Management Protocol (SNMP) for polling, where ever SNMP Card are provided for UPS and necessary feed is received. | Request Bank to share details around Make and Model of UPS equipped with SNMP cards. Also Request Bank to allow Pilot to be carried out at each type of UPS for better feed integration. | Details will be shared with the selected bidder(s) |
| 423 | 6 | 82 | 3.4.5.1 | Create and Maintain Inventory of devices and configurations as per site takeover reports approved by Bank. | Request Bank to confirm if Bank will provide some tool / portal for Inventory Management . Also need clarity on how Change Management process will be in place to ensure Inventory is maintained up to date. | Bank has deployed MVS software for ATM inventory management. Site related inventory has to be managed by the selected bidder(s) |
| 424 | 6 | 84 | 3.4.10.7 | Browser based solution to enable Branches to log Incident and track resolution | Bidder understand, Bank already have online portal and Mobile Application in place will be used by Branches to report issue. Bidder responsibility is to track and ensure resolution of reported issues. Request bank to confirm on understanding. | Your understanding is correct |
| 425 | 6 | 83 | 3.4.9.6 | "3.4.9.6 All machines/endpoints of the Bank will be categorized in 2 types and maintain the availability mentioned there against : Category Minimum targeted Uptime / Availability per month VIP- endpoints 98% Regular endpoints 95%" | The Uptime SLA for VIP ATM's @ 98% is very stringent and non practical considering the Country Infrastructure. Request Bank to revise same to 96% | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|-------------|---|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 426 | 6 | 101 | 3.6.5.5.9.3 | "FLM calls related to bottom hatch of the ATM that requires opening of ATM safe / vault shall be attended by Vendor appointed CIT. Response time for attending FLM calls shall be 2/4/6 hours for VIP/Metro-Semi-urban-Urban/Rural ATMs" | There is no clarity on the Top Hatch FLM services for the Bank Managed sites. Is Bidder responsible for arranging FLM Custodian for Top hatch calls or this will be managed by Branch custodians? If managed by Branch, how we will get the response/attendance on Bank holidays? | It will be managed by branch custodians. The selected bidder needs to coordinate. |
| 427 | 6 | 98 | 3.6.5.5.4.4 | "Cash Evacuation Activity: The cash evacuated from Endpoints shall have to be deposited on same day to the Bank by CRA. Cash evacuated from Endpoints shall not be taken to the vault of CRA. Vaulting may be allowed in exceptional cases, if the evacuation is done beyond banking hours/ holidays. But such cash shall have to be deposited the next day at start of business at the branch. " | "We request bank to allow depositing the evacuated cash by next working day to the branch, considering the infra & logistics challenge across the country Considering these challenge, there can be cases wherein CRA will evacuate cash during banking hrs however may not be feasible to deposit the cash in the connected branch within banking hrs and hence need to take cash to the vault. Request bank to clarify, if the same will be considered part of 15% of total cash allowed for vaulting" | Your understanding is correct |
| 428 | 6 | 88 | 3.5.1.1 | "The Vendor shall provide Cash Management Services to monitor and manage the availability of cash in Bank's network of ENDPOINTS. This service is designed to optimize the amount of Cash in use at ENDPOINTS. The Vendor shall provide cash needs from past usage trends and current cash status updates and forecast future cash requirements and replenishment schedules for each ENDPOINT. Likely, the Vendor shall provide cash needed to be removed from past usage trends and current cash status updates and forecast future cash removal and evacuation schedule for each cash point." | "We request bank to provide us with the historical data for minimum 12 months and more during the time of takeover " | As per RFP |
| 429 | 6 | 89 | 3.5.1.2.2 | "Monitor and maintain Factor of Safety (FoS) : and maintain Factor of Safety (FoS) : Penalty for not maintaining target FoS : Factor of Safety (FoS)* i.e. the ideal amount of Cash that should be present in the ATM to prevent Cash out and idle cash situation. FoS will be fixed at 2.0 i.e. for every Rs.100 withdrawn, there should be upto Rs.200 in the machine. It can be calculated as: [Opening cash in the ATM + Amount of cash replenished] ----- ----- = 2 Net cash withdrawn by customer during the day FoS will be calculated on Daily basis at every individual ATM level wherever cash replenishment is outsourced (except days prior to the Bank Holiday) The FoS will be 2 for such instances, i.e. 2 times the cash withdrawn to be present in the ATM FoS is applicable to only those machines where cash replenishment/ services are outsourced. There shall be a relaxation on days prior to the holiday because cash may not be available from the Bank on Sundays/ Holidays. The FoS will be 2.5 for such instances, i.e. 2.5 times the cash withdrawn to be present in the ATM If FoS is more than 2 or 2.5 as mentioned above, then interest @ 18.6% will be levied on the excess cash found above the prescribed norm. The following formula shall be used by the Bank to arrive at the amount of excess cash: Excess cash=opening balance + cash replenished - Ideal cash; where Ideal cash = Cash dispensed * Target FoS The Vendor shall not hold or retain in their vault more than 15% of the total cash taken from Bank on monthly basis. If the retention is more than 15%, a penalty of 18.6% per annum shall be levied on the excess cash retained in the vault during the month. However, there will be no FoS penalty for first three months for any newly installed ATM. This relaxation is provided to understand the dispensing pattern of the newly installed ATM for the initial period of three months." | " FOS & cash out are internconnencted with each other, reduction in FOS may increase cash out instances. To maintain targated FOS, even nominal variation in dispensation may lead to cash out so bidder shall not be liable for excess/variation in dispensation. 18.6% penalty- It is too high, would request bank to reduce the same on realistic terms We understand there will be no FOS penalty for first three months for any newly Takeover endpoint for Cash Replenishment services" | As per RFP |
| 430 | 6 | 89 | 3.5.1.2.2 | "[Opening cash in the ATM + Amount of cash replenished] ----- ----- = 2 Net cash withdrawn by customer during the day " | FOS formula defined by bank is not as per industry standard. Request bank to modify the same as | In view of the Bank's emphasis on Currency Valuting Services (Clause 3.6.5.5.5 - appendix-6), no chane is being considered for FoS. |
| 431 | 6 | 91 | 3.5.1.5 | "Cash verification- Vendor shall arrange for cash verification by other than joint custodians once a month to verify cash position in the ENDPOINT and submit verification reports for each month to the concerned Link Branch and CMCS Department of the Circle by 15th of the next month." | Request bank to modify cash verification to be done once a quarter | As per RFP |
| 432 | 6 | 92 | 3.5.1.7.4 | "A daily feed from Bank's host network computing system detailing withdrawal and replenishment information for each Cash Point covered by the Service." | " Request bank to share daily Feed file in bidder's file format with all basic mandatory fields like... Opening balance, closing balance, dispensation, cash increased, cash decreased, pre-replenishment % at denomination level for better forecast accuracy. Bidder would not be able to meet bank's expectation to an extent in absence of feed file with all mandatory fields." | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 433 | 6 | 97 | 3.6.5.5.1 | "Administrative Maintenance - The CRA/CIT shall conduct EOD activity on ATM on daily basis and submit necessary reports. At the time of daily end of day activity, CIT shall retrieve and account for mutilated cash from the divert cassette; replenish receipt tapes, ribbons and print cartridges, if required." | " We understand daily EOD only on bank working days. Bidder request to give relaxation for sites which is far away or in outskirts, may not feasible to attend daily, would request alternate day, such list can be shared post implementation." | As per RFP. Daily EOD to be done and Daily Reconciliation is also to be done. |
| 434 | 6 | 102 | 3.6.5.6.4 | If cash is not provided by Bank before 12 noon to the CIT. | Request bank to change the cash provided cut-off time as 11 AM | As per RFP |
| 435 | 6 | 107 | 3.6.10.3 | "Due diligence shall be done by Vendor's CIT to identify forged notes. The forged notes found during sorting by the CIT, the same shall be returned to Bank and the Bank shall accept the same. Notes once accepted by either party shall be its sole responsibility." | We understand bank will provide sorted cash to CIT for Cash Replenishment and hence this clause will not be applicable. Request Bank to confirm | The Bank is already providing ATM fit quality cash. |
| 436 | 6 | 96 | 3.6.5.3 | "Bank shall provide the required sorted cash (as per denominations as mentioned in indents raised by Vendor) of-fit notes to the CIT. Cash indents shall be submitted at cash link branches adequately in advance. Cash is to be issued by Bank from one or more designated branch in each city identified for this purpose. In case of emergency, Bank may direct CRA to collect cash from any other branch in the city. Vendor shall submit to Bank's designated branch a list of CIT's authorized signatories to sign withdrawal slip; and CIT's authorized operation staff." | "Bidder would send tentative cash requirement on T-1, would request bank to confirm cash availability at denomination level, then final indent would go on T early morning for cash withdrawal. There might be variation +/-30 to 50% between tentative vs final indent due to abnormal dispense, execution of indented value, CRA failure etc. Request bank to provide detailed process document for cash indenting & replenishment " | Details will be shared with the selected bidder(s) |
| 437 | 9 | 142 | 2.4 | "Rs.1000/- per incident shall be levied if consumable are not made available within four hour from the time information available in Online Monitoring Solution or complaint lodged by Bank official at the portal and/ or advised by Channel Manager or by the Bank official in this regard." | Given Penalty for consumable is very high so request Bank to relook penalty and revise same appropriately capped to Monthly Payout for consumable for given site. | As per RFP |
| 438 | 9 | 139 | 2.2.5.2 | Penalty for not maintaining target availability | Penalty at lower slab is very high up to 25%. Request Bank to review same and revise same to 15%. Also request Bank to give relaxation of 2% in Uptime SLA for Penalty Calculation during first year of contract considering the transition period. | As per RFP |
| 439 | 10 | 163 | 17.1 | "Ownership 17.1 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws. 17.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any prebuilt software per se, except for those which have been assigned under this Agreement. 17.3 All information processed by Service Provider during software maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately. " | The transaction under consideration is not for software development or work for hire agreement. The scope of services do not contain any software development. Any software or application developed and / or used by the Bidder, in the course of providing the services will owned by the Bidder however may be used for providing the services to the Bank. The Bank should strongly consider deleting the entire section 17 - Ownership as the same is very onerous and contradicts the provision of section 3.5.1.9.2 on page 39 of 59. | As per RFP |
| 440 | 10 | 14 | 10 | "LIQUIDATED DAMAGES If the vendor fails in providing the services, as per the terms and requirements specified in this RFP, Bank will charge penalty @ 1% of the purchase order value calculated on the billing of the number of Endpoints allotted up to period given in Project Plan, subject to a maximum of the 10% of the purchase order value. This penalty is in addition to other applicable penalties. " | The Bank to clarify under what circumstances will the liquidated damages be imposed on the Vendor, in light of the other penalties considered by the Bank. It is proposed that the LD should be imposed only if the Vendor fails to take over the sites which are allotted to the vendor, as per the timelines agreed with the Bank | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|--|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 441 | 10 | 157 | 7 | "GENERAL INDEMNITY 7.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. 7.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work. " | "It is suggested that a new sub clause be added as 7.3 to read as follows: ""With respect to third party claim, the Service Provider will pay all costs and monetary damages finally awarded by the court of appropriate jurisdiction, For fulfillment of Service Provider's indemnification obligations set forth in this Agreement with respect to third party claims, the Bank shall: (a) provide Service Provider prompt notice that the claim has been threatened or brought, whichever is sooner (the Claim Notice); (b) providing Service Provider sole control of the defense and any appeal or settlement (at Service Provider's discretion) of the claim; (c) cooperating with Service Provider (including providing relevant documentation and information) with respect to the claim; and (d) complying with all court orders."" " | As per RFP |
| 442 | 6 | 23 | 3.6 | All pecuniary liabilities arising out of Cash Related Services shall be to the account of the Managed Services Vendor. | The Bank to explain the meaning of "all pecuniary liabilities" . | All liabilities relating to or consisting of money/cash |
| 443 | 9 | 3 | 2.2.5.2 | Penalty for not maintaining target availability | Penalty at lower slab is very high up to 25% . Request Bank to review same and revise same to 15%. Also request Bank to give relaxation of 2% in Uptime SLA for Penalty Calculation during first year of contract considering the transition period. | As per RFP |
| 444 | 1 | 27 | 26 | "26.1. Performance Bank Guarantee [PBG] of the amount 10% of the Total Cost of Ownership based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s) with validity period of 3 years or till the end of the contract, whichever is later, furnished hereunder strictly on the format at Appendix-8 is to be submitted by the finally selected Bidder. " | The Bank is desirous of reserving the right to terminate the Agreement for its convenience by giving 90 day notice to the Vendor, which means that any point, the term of the agreement will be reduced to 90 days if the Bank exercises the right to terminate the agreement for its convenience. Hence, it is suggested that the Bank should consider the lower value of the PBG such as 10% of Annual TCO. | As per RFP |
| 445 | 1 | 37 | 41.1 | "41.1. For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 10), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project...."" 41.2. The limitations set forth herein shall not apply with respect to: 41.2.1. claims that are the subject of indemnification pursuant to IPR infringement, 41.2.2. damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, 41.2.3. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, 41.2.4. When a dispute is settled by the Court of Law in India. 41.2.5. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider. " | The total cost of the Project over the tenure of the Agreement will be high enough to make the exposure as good as unlimited. It is suggested that the Bank should consider limiting the liability of the Vendor to the extent of fixed amount not exceeding 3 months payout to the vendor considering that there are instances under section 41.2 where the cap of liability will not apply. Notwithstanding anything contained in the Agreement, Vendor shall not be liable for any indirect, incidental, consequential or for loss of profits, revenue, opportunity, data or costs of substitution whether in action in contract, tort, product liability, statute, equity or otherwise including for any special or punitive damages. The Bank should consider removing sub-section 41.2.5, as the Bank reserves the right to impose LD in case of deficiency in the Services or alternatively, limit the amount not exceeding the LD amount or statutory fine at actual whichever is lower, to provide visibility to the Bidder to evaluate the fair price under the Bid. | As per RFP |
| 446 | 10 | 166 | 18.8 | "Termination for Convenience: 18.8 The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. " | Please make note that the Bank reserves the right to terminate the Agreement wholly or partly for its convenience by giving 90 days notice to the Vendor, which will have implication on the stamp duty, capex costs but provided on opex model to the Bank, BG costs and other incidental costs such as the resource costs etc. It is recommended that the Bank should agree to pay termination costs on exercise of its right to terminate the agreement for convenience which will be reimbursements of costs incurred by Vendor considering the longevity of the Agreement. | As per RFP |
| 447 | 1 | 47 | 57.6 | 57.6. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor. | In the light of the right to terminate the Agreement for convenience retained by the Bank by giving 90 days notice, it is proposed that the stamp duty amount should be equally borne by the Parties or the Bank should agree to reimburse the stamp duty paid on a pro rata basis for the balance tenure of the Agreement along with other implied costs incurred by the Vendor as mentioned below. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|------------|---|--|---|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 448 | 10 | 156 | 5.2.6 | "Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement. " | Since there is no software involved in this deal request bank to delete this clause | As per RFP terms. Bank desires that the service provider should use genuine and licensed products for providing managed services |
| 449 | 6 | 79 | 3.2.3 | " 3.2.3 All sites shall be cleaned minimum twice a day for Regular endpoints and thrice a day for VIP endpoints and report through Online Portal or Mobile Application for any non-functioning of the endpoint or any fault or non availability of connectivity." | "Request Bank to confirm whether Housekeeping service is needed for both Onsite and Offsite machine. " | Clarification given in 1b of Appendix 7 |
| 450 | 7a | 1 | 7a | Payment Terms - Payment will be made quarterly in arrears | As known by bank, majority of MS services are provided by liaising with third party vendors and all these vendors have payment terms as monthly in arrears, considering the investment made by the vendor in delivering the service throughout the month. Request bank to modify the payment terms as monthly in arrears | Revised Clause: Payment will be made monthly in arrears. |
| 451 | 6 | 106 | 3.6.8.10 | "b) Any cash loss to the Bank due to cash shortage in ATMs shall be intimated to the Vendor, with supporting documents/proofs within 6 working days from the date of submission of reports by the Vendor. The Vendor shall respond to such communication within 3 working days from the receipt of the intimation failing which Vendor shall be liable for the said loss. Supporting documents/proofs include but are not limited to : i. Cash replenishment report, JP logs (only if JP is installed/enabled) / EJ and ATM counters for the time period the variance was discovered and the same report(s) for the previous and post settlement periods. ii. Copies of Bank's ATM reconciliation reports indicating the ATM's beginning, ending and dispensed totals for the time period the variance was discovered. iii. Copies of the suspect transactions report. iv. Bank's calculation of the claimed variance." | "Request bank to also share video footages in addition to the transaction details, reports, to justify the claim to the CRA as per RBI guidelines . " | As per RFP |
| 452 | 7 | 131 | f | Providing Cassette Swap Services on OPEX Basis | The no. of cassettes needed to support cassette swap method will DOUBLE, as equal no. of cassettes as in ATM will be kept by the CRA to swap. And hence bidder will need to build the additional costs in the commercial bid. Request bank to re-consider of having cassette swap line item as part of Commercial bid | In terms of appendix-6(SoW) Bank desired this service on opex basis for all work related to this service. Therefore, no change be considered. |
| 453 | 7 | 131 | f | Providing Cassette Swap Services on OPEX Basis | Bidder will be responsible for providing cassettes for swap only in case of wear & tear cases. Any damage due to mishandling, force majeure, vandalism, etc will be charged to the bank at agreed T&M rates. Request bank to confirm the acceptance | In terms of appendix-6(SoW) Bank desired this service on opex basis for all work related to this service. Therefore, no change be considered. |
| 454 | 6 | 122 | 3.7 | "(b) The managed services vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, managed services vendor will replenish / evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. " | The avg life of cassettes as per industry standards is about 12 months. Hence, bidder will support replacement of cassette post the end of life on chargeable basis at an agreed rate. Request bank to confirm the same. | Bidder(s) may build this cost while submitting their bid. |
| 455 | 3-2 | 59 | 7 | " Supporting of loading of any software, any agent, any patches which could not be done through centralized patching " | Loading of software agent / patches is done by the OEM or Software distribution provider. Since these are not part of deliverable under MSP; request bank to remove the clause for loading of software, any agent, patches. | As per RFP |
| 456 | 6 | 92 | 3.5.1.8 | "In the event Bank outsources cash replenishment to the Vendor, Bank shall be responsible for procuring the One Time Combination (OTC) lock such as S&G/ Kaba/Securum & equivalent locks and keys as may be required for the ENDPOINTS, to facilitate use of OTC mandatorily by the MS vendor/ CIT Agency while extending cash related services i.e. cash replenishment or cash evacuation" | Kaba, Mass Hamilton locks are at the end of life and hence there is no support available from OEM & CRA. Bidder confirms to extend support for all locks installed as per RBI guidelines and OTC in nature. Request bank to modify the clause as appropriate. | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | | |
|---|---------|---------|-------------|---|--|--|
| Sl.No. | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions | Bank's Responses |
| 457 | 6 | 100 | 3.6.5.5.6 | "CIT shall prepare daily end of day activity report as per format mentioned in Annexure - 4 to this Cash Appendix and attach JP logs." | Since JP is disabled across all sites, CIT will not be able to share JP logs. In case if available then CIT & bidder will submit the same. Request bank to confirm acceptance | Revised Clause: CIT shall prepare daily end of day activity report as per format mentioned in Annexure - 4 to this Cash Appendix and attach supervisory counters and admin slips under the signature of CIT's representative/s performing cash replenishment and submit to Bank next working day. Vendor shall provide Cash Balance Report (CBR), Vault Closing Balance Report (VCB) and Overage & Shortage Report (OSR) as per format mentioned in Annexure - 4 to Bank designated linked branch daily via e-mail. |
| 458 | 6 | 102 | 3.6.5.10 | "For the purpose of cash replenishment CIT shall have a crew of one custodian and one-time combination to open the Mas Hamilton/KABA/S&G lock / Securam / equiv. system (OTC) shall be dispatched by CIT's central location. However, for ATM's which have mechanical lock CIT shall have a crew of two custodian." | As per the RBI guidelines, all the locks to be upgraded as OTC. In case of mechanical locks, bidder will not be liable for any cash loss. | All locks are OTC locks |
| 459 | 6 | 108 | 3.6.12.3 | "Defrauded amount if any, shall be by made good alongwith interest thereon at Banks' prevailing clean overdraft interest rate at material time alongwith penalty at the rate of Rs.10000 per Rs.one lac or part thereof, by Vendor to BANK within 30 (thirty) days of occurrence of such fraud without waiting for admissibility or settlement of the insurance claim, if any. If the Vendor fails to make such payment with the said period of 30 days, then Bank reserves the right to recover the same by invoking the Bank guarantee submitted." | Bidder shall be liable to make good the defrauded amount only after the same is proven to be committed by bidder's contracted CIT or employees. | As per RFP |
| 460 | 3 | 56 | 9 | "a. The Bidder should have an experience of handling 5,000 Managed Services or should have Purchase Order for 5,000 Managed Services. b. The Bidder should have Online Helpdesk/Management Centre Support Set up - 24 x 7 in India and providing support services at least 5000 endpoints and support centres at various locations. | "a. The Bidder should have an experience of handling minimum of 2,000 ATMs/end points managed services. b. The Bidder should have Online Helpdesk/Management Centre Support Set up - 24 x 7 in India and providing support services at least 2000 endpoints and support centres at various locations." | As per RFP |
| 461 | 6 | 82 | 3.4.8.1 | Response Time Intimation to Bank within 3 minutes of fault occurrence. | Intimation within 3 minutes, needs more clarification how to intimate, Mail\SMS\ Call. | As per RFP |
| 462 | 6 | 89 | 3.5.1.2.2 | "Monitor and maintain Factor of Safety (FoS) : Penalty for not maintaining target FoS: Factor of Safety (FoS)* i.e. the ideal amount of Cash that should be present in the ATM to prevent Cash out and idle cash situation!..... FoS will be calculated on Daily basis at every individual ATM level wherever cash replenishment is outsourced (except days prior to the Bank Holiday)" | Bank to consider the FoS on entire Channel monthly in view of various dependencies like FLM/SLM etc. | As per RFP |
| 463 | 6 | 90 | 3.5.1.3.2 | "For cash outs penalty shall be charged as under:- (i) Rs.1000/- per endpoint upto 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours. Example: If a cash out incident is closed within 3 hours, the penalty shall be Rs. 1000/- only. However, if it is closed in 26 hours, the penalty would be Rs. 30,000/- (Rs. 10,000/- for 12 hours + Rs. 5000/- x 4 for next 12 hours) Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours The penalty for cash out shall be applicable only where cash activity has been outsourced to the Vendor." | The penalty behind cash need to be reviewed by the bank. Moreover exception should be considered and excluded by the bank. | As per RFP |
| 464 | 6 | 96 | 3.6.5.3 | Bank shall provide the required sorted cash (as per denominations as mentioned in indents raised by Vendor) of-fit notes to the CIT. Cash indents shall be submitted at cash link branches adequately in advance. Cash is to be issued by Bank from one or more designated branch in each city identified for this purpose. In case of emergency, Bank may direct CRA to collect cash from any other branch in the city. Vendor shall submit to Bank's designated branch a list of CIT's authorized signatories to sign withdrawal slip; and CIT's authorized operation staff. | Bank to confirm what count of machines will be mapped under each branch | Details will be shared with the selected Vendors. |
| 465 | 6 | 98 | 3.6.5.5.4.2 | The CRA shall evacuate currency from Endpoints and count it physically at the site to check if physical cash tallies with the ADMIN balance. In the process, CRA shall segregate notes into different denominations and make it ready for preparing packets of 100 note each. | Bank to confirm whether bundling of the denomination of currency should be done in Machine premises or in the bank branch | As per RFP |

| RFP - MS - Final Responses - Prebid Queries | | | | Appendix-13 | |
|---|----------|---------|-------------|---|--|
| Sl.No. | Appendix | Page No | Clause No. | Existing Clause | Bank's Responses |
| 466 | 6 | 98 | 3.6.5.5.4.6 | In case any counterfeit note is found during counting by Bank officials, details shall be noted in the cash delivery slip and the number of the note shall be tallied with details in eJ on T+1 day. In case it is found not tallying with the details, Vendor shall be responsible to make good the amount equivalent to the value of the note immediately. | Bank should held OEM vendor responsible if counterfeit note deposited in the machine MSP needs to prove that the counterfeit deposited was attributable to the OEM |
| 467 | 6 | 90 | 3.5.1.3.1 | On daily basis, Vendor shall monitor for potential cash outs at ENDPOINTS, which may arise because of unexpected variations in cash dispensing levels and initiate necessary action. The Bank has defined cash out as non-availability of cash in ATM/ADWM/Cash Recycler for dispensation. The ATM monitoring solution currently declares an ATM as "cash out" if switch simultaneously receives "currency out" message in respect of all configured/present cassettes in the ATM/ADWM/Cash Recycler. To align this with ADMIN balance, cases of ADMIN balance less than 25000/- out of above will be considered as "cash out" for penalty. | Request the Bank to consider as the penalties are on higher side. As per RFP |
| 468 | 9 | 5 | 2.3 | "For Regular endpoints : The penalty of Rs.2000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official. For VIP endpoints: The penalty of Rs.3000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official." | Request the Bank to consider as the penalties are on higher side. As per RFP |
| 469 | 4a | 1 | 4a | Technical Bid - Services | Appendix-4c be read as appendix 4a. |
| 470 | 1 | 29 | 34.6. | Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc. | Revised Clause Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc. However, the prices for Cash Replenishment/ Cash Evacuation/ FLM Services for 1(e) under Appendix-7, would be indexed to Consumer Price Index (CPI) for Industrial Workers (All India General Index; Base 2001=100) basis which the annual increase in payment would be approved by the Corporate Centre of the Bank every year on 1st May on the basis of latest available CPI(IW) index and advised to all the Circles / Selected Vendors. There would be a 5% cap on the annual increase in payment for Cash Replenishment/ Cash Evacuation/ FLM Services. Increment in payment would be directly correlated to the increase in the Index over 12 months period. For eg., If the index value on 01.05.2020 is 120 which increases to 123 in 01.05.2021 thereby representing a 2.5% increase, the Cash Replenishment/ Cash Evacuation/ FLM Services payment for the year would increase proportionately. However if the index value increases beyond 5%, the increase in payment would be capped at 5%. |
| 471 | 1 | 9 | 9.11 | 9.11.EXEMPTION OF EMD AND TENDER FEE: | Please refer amendment. |
| 472 | 1 | 34 | 44.8 | 44. Vendor's obligations: | 44.8 Selected Bidder(s) will not install its White Label ATM(s) within vicinity of 500 metres of any SBI ATM. |
| 473 | 3 | 3 | 9.a. | Upload documents - As per certification asked in Sl. No. 5 | Upload documents - As per certification asked in appendix 3-3. |
| 474 | 3-3 | 1 | NA | No. of terminals for Managed Services | No. of terminals for Managed Services / No. of Purchase Orders for Managed Services |