

Reply to Pre-bid Queries-GeM Bid No. GEM Bid No. GeM/2022/B/2757573- : RFP 13/2022-23 For Appointment of Consultant for Digital Transformation of the Bank



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का अंग
एक परिवार एक बैंक

General Queries : RFP 13/2022-23 For Appointment of Consultant for Digital Transformation of the Bank

Sr. No.	General Query related to RFP	Comment / Suggestions	Bank's Response
1	Additional Terms and Conditions: Re-distribution of deliverables with third parties	<p>Consultant prepares a deliverable specifically for the client as per their requirements and instructions, we urge inclusion of the below, which shall protect Consultant's rights against any thirdparty claims that may arise from unauthorized re- distribution of the deliverable:</p> <p>"The Client acknowledges and agrees that the Deliverables are prepared solely for the Client's internal use. The Client will not disclose the Deliverables or make the Deliverables available for use by any third party without the prior written consent of consultant. The Client will procure that any third party to which it wishes to disclose the Deliverables or any other Consultant materials, or work must first sign Consultant 's standard form of non-reliance letter. Consultant can provide the Client with a copy of this form upon the Client's request. If Consultant agrees to the Client disclosing the Deliverables to third parties, the Client agrees that Consultant will not be responsible for any losses incurred by the Client or any third party because of or in connection with such disclosure, or the third party's use of, or reliance on the Deliverables or any other aspect of consultant work."</p>	No change in RFP clause
2	The bidder request bank to please confirm if the consultants will be provided with As-is documents (SOPs, Process flows, Policies) of the existing digital products in the bank		Yes, bidder's understanding is correct.
3	Availability of existing artefacts	We assume that Bank will be providing existing artefacts around business and technology landscape at the start of the engagement at the start of the engagement	Yes, bidder's understanding is correct.
4	Availability of adequate team members from Bank	Bank will ensure adequate availability of team members across Business & Technology and other teams including vendors required to define the digital blueprint as part of the Design phase	Yes, bidder's understanding is correct.

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5	Commercial Evaluation	We suggest bank to go with selection process through opening of commercial bids of bidders rather than online reverse auction	Commercial Evaluation will be through opening of commercial bids and not Reverse Auction
6	Imposing penalty for reputational loss	Penalty will be applicable only if the failure is solely attributable to the Consultant / Bidder. Kindly Confirm	RFP Clause is self explanatory
7	Intellectual Property Rights	The pre-existing IPR of the consultant will still be with the consultant. We suggest ensuring there is a proper bifurcation of the documents and property to identify the IPR.	No change in RFP clause
8	Corrupt and Fraudulent Practice	We can give the ownership of deliverables to the client. However, pre-existing IPR in the deliverables will still be with consultant. Considering this we propose below language: "Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of consultant shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, consultant retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that consultant may use or develop in connection with this Contract. Consultant is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Consultant	No change in RFP clause
9	Non-Disclosure Agreement Signing	Can the bank confirm at what stage this needs to be signed?	NDA document needs to be submitted as part of Bid
10	Confidentiality Clause	Can the bank add below clause at end of paragraph: The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year	No change in RFP clause
11	Annexure-14	Can the bank confirm if we are required to submit it along with the rest of the bid	No it is to be submitted post evaluation for refund of EMD.
12	Annexure-15	The Checklist mentions we need to submit it. However, we are not clear the format of submission as the Model Certificate format is Annexure 15B. Kindly confirm	Annexure 15 B needs to be uploaded by bidder. Annexure 15 is part of undertaking hence the same needs to be attached with Annexure 15 B.