With reference to RFP Ref No. 42/2023-24 (GEM/2024/B/4510879) dated 19.01.2024 published on GeM portal and our website https://www.bankofmaharashtra.in, and pre-bid meeting was conducted as per schedule on 30.01.2024 at 15:00 hours.

Representative from potential bidders attended the meeting. Bank welcomed all the participants. Concerns of all the participants were deliberated during the meeting.

Responses to pre-bid queries and general queries are enclosed herewith as Annexure 1 and 2 respectively.

Note- Except changes mentioned above and as part of pre-bid responses, there is no change in any clauses, terms & conditions of the RFP document.

Sd/-
Deputy General Manager
Information Technology

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

Annexure – 1: responses to pre-bid queries

Sr no	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment /Suggestions	Bank Response
1	28	6.24	Support	a. Any components, including the software deliverables / hardware equipment that are reported to be done on a given date should be repaired / replaced with identical or higher configuration within 24 hours at no extra cost to the Bank. The same should be made operational within 36 hours. The timeliness provided in this section pertains to replacement of redundant components. However, the bidder has to maintain the required uptime.	The biometric devices are secured and cannot be opened on field or service center and have to be brought to factory. Hence, we request bank to send the defective devices to our factory location. Therefore, we can send the working device back to bank location. In addition, we can dispatch the repaired device within 48 hours.	No change in RFP

2	64	7.11	ANNEXURE 11: PERFORMANCE BANK GUARANTEE	ANNEXURE 11: PERFORMANCE BANK GUARANTEE	There are two different format of EMD (GEM format and Annexure 11) with different validity. Request you to confirm the format and validity to be used for RFP.	Annexure- 25 is to be used for EMD. Annexure-11 to be executed by the successful bidders post award of contract.
3	76	7.2	ANNEXURE 19: MANUFACTURER'S AUTHORIZATION FORM (MAF)	b. ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.	The RFP is for biometric device and not for any software. We kindly request the exclusion of IPR proprietary materials such as blueprints, design documents, operations manuals, standards, and source codes from the list of items to be provided post-termination. These will not be any use for Bank even post termination.	No change in RFP
4	86	7.28	ANNEXURE B: TECHNICAL SPECIFICATIONS & EVALUATION CRITERIA	36. SDK: SDK support for at least Java..Net, C/C++. The SDK should be compatible with all versions of Windows, Linux and Android Operating System	As the device will be used for Aadhar use case, hence only RD service is required by bank. UIDAI has certified RD service for Windows and Android. Request you to remove SDK and other OS clause.	No change in RFP

Response to pre-bid queries: - RFP#42/2023-24 for Supply, Installation & Maintenance of L1 Biometric Authentication Devices (BAS) at various locations of Bank (Pre-Bid meeting dated 30.01.2024 15:00 hours)

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5	88	8.1	ANNEXURE C: SCOPE OF WORK	Biometric Devices should be compatible with Linux & Microsoft windows platforms (i.e.Windows 2019 Server or above edition, Windows 10 and above including all OS builds), Mobile/Tablet/Kiosk/Laptop Platform (Android and Windows) and on all future versions of the platform/OS.	UIDAI has certified RD service for Windows and Android. Hence, we request you to remove the Linux and Windows mobile platform compatibility from the requirement.	Please refer corrigendum
6	88	8.1	ANNEXURE C: SCOPE OF WORK	Device durability	As the devices will be used on filed, to ensure durability, shock, abrasion and water resistance, Kindly include IP65 in the clause..	No change in RFP
7	30	6.27	Termination	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.	We suggest mutual rights in case of termination for convenience, hence the revised clause shall be read as:"Either Party shall be entitled to terminate the agreement at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason".	No change in RFP
8	32	6.33	Liquidated Damages	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under	We believe that the liquidated damages prescribed under the RFP are quite high; however we propose the revise clause to be-	No change in RFP

				the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.		
9	33	6.34	Indemnity	Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from.....	We request to make this clause mutual for both parties and amend as under: "~~Bidder~~ Either Party shall indemnify, protect and save and hold the ~~Bank~~ other Party harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from any act of the either Party.	No change in RFP
10	33	6.34	Indemnity	Successful Bidder shall indemnify the Bank (including its employees,	We request to make this clause mutual for both parties and amend as under:	No change in RFP

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				directors or representatives) from and against claims, losses, and liabilities arising from: death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;	~~Successful Bidder~~ Each Party shall indemnify the ~~Bank~~ other Party (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;	
11	34	6.35	Force Majeure	"Neither Party" will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or	It is requested that either additional cost and extension of time is allowed in the event of Force Majeure or an option to terminate should be given to the Bidder for a prolonged Force Majeure event of more than 60 days.	No change in RFP
12	35	6.39	Limitation of Liability	Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not	We request to make this clause mutual for both parties and amend as under: Under no circumstances ~~Bank~~ Either Party shall be liable to the ~~selected bidder~~ other Party for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has	No change in RFP

				limited to, loss of revenue or anticipated profits or lost business.	been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	
13	27	6.2	Assignment	The scope of work / services mentioned in this RFP or the Bidder shall not assign subsequent agreement fully or in part to any third party without the prior written consent of Bank. Bank may at any time in completely or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.	We request that at least assignment right with prior written approval should be given to Bidder and if assignment is sought by Bidder to its affiliate or group companies, then only intimation to Bank should suffice. Hence, we request to replace the clause, as follows: "Bidder shall not assign subsequent agreement fully or in part to any third party without the prior written consent of Bank. However, the Bidder shall have the right to transfer and assign the Agreement or any of its rights and obligations under this Agreement to any of its parent or subsidiary or group company, with prior written intimation to the Bank.	No change in RFP
14	40	6.47	Timeframe	The Bank reserves the right to vary this timeframe at its	We suggest an intimation to the bidder in case of change of	No change in RFP

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				absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.	timeframe, hence the revised clause shall be read as- "The Bank reserves the right to vary this timeframe at its absolute and sole discretion ~~and without providing any notice/intimation or reasons thereof~~ with a prior intimation of 7 days to the Bidder."	
15	42	6.54	Arbitration	All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case non-consensus on Sole Arbitrator within 15 days, each party will appoint one Arbitrator.	All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case non-consensus on Sole Arbitrator within 15 days, the Parties shall refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996~~each party will appoint one Arbitrator.~~	No change in RFP

| 16 | 15 | 3.14 | Location of Project Implementation | This tender is being floated by the Head office of Bank. The Project Implementation location will be Pune. However, **Bidder may be required to travel outside Pune as part of project**. The BAS devices proposed to be purchased shall be delivered at all the locations Pan India wherever required by the Bank. Bank will not be liable to pay any out of pocket expenses, travelling expenses, lodging and boarding expenses etc. additionally for this purpose. | As per our understanding the bidder has to provide only driver & SDK for integration. We understand that the bank will carry out the integration activity and the bidder has to provide support for the integration. It will be a plug & play activity once the bank evalutaes the drivers of the biometric device centrally at the Project Head Office satisfactorily during the technical evaluation of integration & testing will be sufficient. Request the bank to alter the clause as bidder to submit the drivers and SDK to the Pune Cental Office. Please clarify. | Please refer corrigendum |

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17	24	6.8	Inter-working of Hardware and Software	The bidder must integrate hardware, software and networking components supplied by him to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same	We understand that the RFP is only for biometric athentications device with its drivers for authentication of employee and/or customers for EKYC. All the other infrastructures are not scope of biometric device vendor. Request the bank to please clarify.	Bidder understanding is correct.
18	28	6.24 -a	Support	Any components, including the software deliverables / hardware equipment that are reported to be done on a given date should be repaired / replaced with identical or higher configuration within 24 hours at no extra cost to the Bank.	Support will be provided as per SLA. We suggest each branch can have buffer stock for replacement. Please clarify.	No change in RFP.
19	74	7.18	Annexure 17 Terms & Compliance	Interworking of Hardware & Software	We understand that the RFP is only for biometric device along with its drivers. Rest all infrastructure will not be under the scope of the Fingerprint Device supplier. Please clarify.	Bidder understanding is correct.
20	77	7.21	Annexure 20	Proposed Team Profile	We understand that the RFP is only for biometric device along with its drivers. Request the bank to delete, as it looks like a duplication of software RFP floated by bank.	No change in RFP.

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21	84	7.27	Annexure A Commercial Bid Table 1 Sr No 2	Registered Device (RD) services for Biometric FingerPrint Capture devices per device for 5 years(Optional item at bank's discretion but part of TCO)	Request the bank to alter the Commercial Bid format for Item 1 to " **5 years warranty support with RD Services**" instead of *"Registered Device (RD) services for Biometric Finger Print Capture devices per device for 5 years (Optional item at bank's discretion but part of TCO)".* Request the bank to delete the Line item 2 in Schedule I & Schedule II. This will help the bank to get best commercial from the OEMs.	No change in RFP.
22	85	7.28	Annexure B Technical Specification & Evaluation Point 19	Software API - Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS or any other system	L1 devices will work only with Aadhaar Eco System which includes RD. Please clarify.	Bidder understanding is correct.
23	86	7.28	Annexure B - Tech Specifications	Global Certfications - FBI - PIV, WHQL Certfification	Since we are operating in Indian market the FBI certification applies to US region. For India specific BIS, STQC & RD for Android/Windows are mandatory. Hence request to amend the RFP.	No change in RFP.

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24	86	7.28	Annexure B - Tech Specifications Point NO 36 -SDK	SDK - SDK support for at least Java. .Net, C/C++. The SDK should be compatible with all versions of Windows, Linux and Android Operating System	Since UIDAI has approved any Windows & Android and request bank to remove other operating systems.	Please refer corrigendum
25	88	8.1	Scope of Work	Client machines are accessing integrated applications e.g. CBS,HRMS, LLMS, Trade Finance,Intranet Bank's in house applications through a Web browser (Internet Explorer / Googlechrome/Mozilla Fire fox) where the finger print devices will be used.	L1 devices will work only with Aadhaar Eco System which includes RD. Please clarify.	Bidder understanding is correct.
26	88	8.1	Scope of Work	The bidder must integrate hardware, software and networking components supplied by him to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same	We understand the scope is to supply the devices and respective drivers. All other infrastructures are not under the scope of the device supplier. Please clarify.	Bidder understanding is correct.

| 27 | 88 | 8.1 | Scope of Work | The proposed BAS devices should be able to support multiple browsers eg. Internet Explorer, Mozilla Firefox, Google Chrome etc | L1 devices are used with Aadhaar API. Please clarify the relavance of browser supported. | The authentication with Aadhar may be made through a browser in case of many portals e.g. Jeevan Praman, Karj Mukti Portal etc. Hence, compatibility with multiple browser is required. |

| 28 | 92 | 8.2 | ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE | Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, OEM will provide contracted services within the stipulated time. In case, both OEM & his authorized partner participate, the bids will be evaluated as per the terms of GeM / Govt. guidelines on procurement | We request the bank to consider only one bid per OEM. This will help the bank to get the best OEMs for the supply and to create level playing field for participation. In that case either OEM/SI or authorised partner can bid and both can not participate simultaneously. | No change in RFP. |
| 29 | 93 | 7.23 | ANNEXURE E: PAYMENT TERMS - b | 90% at delivery & Balance 10% after three months on successful installation, commissioning, testingand signoff of all the Hardware ordered subject to satisfactory services. | Since the bank will shortlist the bidder only after successful technical evaluation of integraton with Aadhaar Application, request the bank to release the balance 10% within 15 days of submission of invoice. Further since the devices will be " plug and play" there may not be any need of an individual installation and sign off needed. Request the bank to modify the clause to 100% within 15 days of delivery | No change in RFP. |

					confirmation as 10% PBG will already be with the bank.	

Annexure – 2: responses to General queries

Sr. No.	General Query related to RFP	Comment / Suggestions	Bank's Response
1	MII Purchase Preference: Yes	To the best of our understanding, most of the vendor doesn't have the manufacturing capability for these devices in India especially PCB that is more than 70% of the device cost. Other OEMs get the PCBs imported from outside and the same being true for us. We request the bank to please make this clause as "optional".	No change in RFP clause

Corrigendum

Following terms stands revised:

Sn	Existing Term	Revised Term
1	**8.1. ANNEXURE C: SCOPE OF WORK** Biometric Devices should be compatible with Linux & Microsoft windows platforms (i.e.Windows 2019 Server or above edition, Windows 10 and above including all OS builds), Mobile/ Tablet/Kiosk/Laptop Platform (Android and Windows) and on all future versions of the platform/OS.	**8.1. ANNEXURE C: SCOPE OF WORK** Biometric Devices should be compatible with Microsoft windows platforms (i.e.Windows 2019 Server or above edition, Windows 10 and above including all OS builds), Mobile/ Tablet/Kiosk/Laptop Platform (Android) and on all future versions of the platform/OS.
2	**3.14. Location of Project Implementation** This tender is being floated by the Head office of Bank. The Project Implementation location will be Pune. However, Bidder may be required to travel outside Pune as part of project. The BAS devices proposed to be purchased shall be delivered at all the locations Pan India wherever required by the Bank. Bank will not be liable to pay any out of pocket expenses, travelling expenses, lodging and boarding expenses etc. additionally for this purpose.	**3.14. Location of Project Implementation** This tender is being floated by the Head office of Bank. The Project Implementation location will be Pune. The BAS devices proposed to be purchased shall be delivered at all the locations Pan India wherever required by the Bank. Bank will not be liable to pay any out of pocket expenses, travelling expenses, lodging and boarding expenses etc. additionally for this purpose.