

Clause in RFP

Sr No.	Clause in RFP	Clarifications/ Changes made
1	Annexure 2: Evaluation Terms 1.A Eligibility cum Technical Bid B. Financial B2. Below clause Applicable for the Bidder if submitting bid as a partner of the OEM Bidder must have registered an average turnover of Rs. 10 Crore or above (from Indian operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies)	Annexure 2: Evaluation Terms 1.A Eligibility cum Technical Bid B. Financial B2. Below clause Applicable for the Bidder if submitting bid as a partner of the OEM Bidder must have registered an average turnover of Rs. 5 Crore or above (from Indian operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).
2	Annexure 2: Evaluation Terms 1.A Eligibility cum Technical Bid C. Others Bidder should have received ISO 9001:2015 AND OEM should have received ISO 9001:2015 & 14001:2015 certifications for manufacturing facility from where the equipment will originate.	Annexure 2: Evaluation Terms 1.A Eligibility cum Technical Bid C. Others Revised clause: Bidder should have received ISO 9001:2015 AND OEM should have received ISO 9001:2015 & 14001:2015 certifications for manufacturing facility from where the equipment will originate..
3.	Annexure 2: Evaluation Terms 1.A Eligibility cum Technical Bid C. Others Bidder must ensure that the Hardware to be supplied will not be End of Life in next 3 years and End of Support in next 5 years	Annexure 2: Evaluation Terms 1.A Eligibility cum Technical Bid C. Others Bidder must ensure that the Hardware to be supplied will not be End of Life in next 3 years and End of Support in next 5 years (Bank needs support for entire contract period)
4.	Annexure 2: Evaluation Terms 1.A Eligibility cum Technical Bid D. Experience & Support Infrastructure Bidder should have authorized partner of OEM & supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India.	Annexure 2: Evaluation Terms 1.A Eligibility cum Technical Bid D. Experience & Support Infrastructure Bidder/OEM should have authorized partner of OEM & supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India.
5.	Annexure 12 – Project Details and Scope of Work B. Guidelines for Image Acquisition and Verification	Annexure 12 – Project Details and Scope of Work B. Guidelines for Image Acquisition and Verification

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	Biometric Devices should be compatible Android 10 & above and Windows 10 & above operating system versions of the platform.	Biometric Devices should be compatible Android 10 & above Windows 10 & above operating system versions of the platform
6.	Annexure 12 – Project Details and Scope of Work B. Guidelines for Image Acquisition and Verification The equipment should be compatible for use with USB port of Desktop Computers. And for use with Micro USB port of Tablets, Smartphone Devices.	Annexure 12 – Project Details and Scope of Work B. Guidelines for Image Acquisition and Verification The equipment should be compatible for use with USB port of Desktop Computers. And for use with Micro USB port of Tablets, Smartphone Devices.
7.	Annexure 12 – Project Details and Scope of Work A. Biometric Fingerprint Capture L0 Device plus OEM confirmation letter mentioning serial numbers of the HSM delivered to the Bank are covered under five years back-to-back warranty support.	Annexure 12 – Project Details and Scope of Work A. Biometric Finger Print Capture L0 Device plus OEM confirmation letter mentioning serial numbers of the HSM delivered to the Bank are covered under 1 year back-to-back warranty support.
8.	Annexure 12 – Project Details and Scope of Work C. Technical compliance 6. Dynamic range (gray levels) - 200	Annexure 12 – Project Details and Scope of Work C. Technical compliance 6. Dynamic range (Gray Level) 200 or above
9.	Annexure 12 – Project Details and Scope of Work C. Technical compliance 37. Cable less Device: Device should be able to plug in to USB port without any cable	Annexure 12 – Project Details and Scope of Work C. Technical compliance 37. The equipment should be compatible for use with USB port of Desktop/Laptop
10	Annexure 22 - Bank Guarantee Format to release of retention money	Annexure deleted
11.	8. Exemption for EMD amount The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by	9. Exemption for EMD amount The bidders who are MSE have to submit necessary document issued by NSIC /UDYAM and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by

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	<p>NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE/Startup firms which are in the process of obtaining NSIC certificate/DIPP will not be considered for EMD exemption.</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>NSIC /UDYAM /DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE/Startup firms which are in the process of obtaining NSIC certificate / UDYAM / DIPP will not be considered for EMD exemption.</p> <p>.....</p> <p>.....</p> <p>.....</p>
	<p>Additional Clause</p>	<p>The selected vendor's device should be integrated with and compatible with the Bank's existing BAS Application. Bank may conduct the UAT Test, at the cost of the bidder, during technical evaluation (Post eligibility evaluation) in an extensive manner at specified locations of the Bank, to verify that the selected model confirms to all technical specifications mentioned in the RFP and compatibility of the proposed devices with Bank's BAS application.</p>

Clarification of Pre-bid queries is enclosed as "Annexure1"

Addendum to the following Annexure:

All other Terms & Conditions are same as per our RFP Bid no. GEM/2024/B/5228336 dated 30.07.2024 for Supply, Installation & Maintenance of Biometric Fingerprint Capture L0 Devices at Bank's Branches / Offices.



REQUEST FOR PROPOSAL (RFP)
for Supply, Installation & Maintenance of Biometric Fingerprint Capture L0 Devices at Bank's Branches / Offices.
Bid Ref. No. :GEM/2024/B/5228336 dtd. 30.07.2024

Prebid Query Replies

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
1	8	6. Audit	All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.	Can there be a defined prior notice period for conducting inspection and audit?	No Change.
2	25	27.Assignmen t	"The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank."	Can the assignment be intimation based and not consent based?	No Change.
3	26	32.Terminatio n	"Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or"	Request to revise the cure period to more than 30 days.	No Change.
4	26	32.Terminatio n	" It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience. "	Request to revise this clause basis termination by the Vendor of the RFP on the basis of non-payment by the Bank.	No Change.
5	29	35.Limitation of Liability	"Under no circumstances the Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business"	Request to revise this clause to extend the same protection to the vendor.	No Change.
6	30	42.Violation of Terms	Violation of Terms	Request to make this clause mutual.	No Change.
7	38	Annexure 02 – Evaluation Terms	D Experience & Support Infrastructure 1. Bidder should have authorized partner of OEM & supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India.	"Please amend this clause as a Bidder/OEM Should have supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India."	Please refer Addendum1
8	38	Annexure 02 – Evaluation Terms	A. Eligibility cum Technical Bid 4. Bidder must ensure that the Hardware to be supplied will not be End of Life in next 3 years and End of Support in next 5 years.	We request the bank to kindly consider that if the hardware is end of life or end of support than similar or higher version-to be provided to bank.	Please refer Addendum1

9	40	Annexure 02 – Evaluation Terms	<p>2. Commercial Bids Terms</p> <p>f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.</p>	<p>Bidder cannot identify any future tax that can be levied by authorities. We request bank to consider the same on actuals and remove the clause.</p>	No Change.
10	60	Annexure 12 – Project Details and Scope of Work	<p>- The equipment should be compatible for use with USB port of Desktop Computers. And for use with Micro USB port of Tablets, Smartphone Devices.</p> <p>- Biometric Devices should be compatible Android 10 & above and Windows 10 & above operating system versions of the platform</p>	<p>Kindly confirm the use of the device and the connector required. As per our understanding the device will be used for 2FA login using BAS working on Desktop/Laptop and will require USB Type A port.</p>	Please refer Addendum 1
11	63	Annexure 12 – Project Details and Scope of Work	<p>37.Cable less Device: Device should be able to plug in to USB port without any cable</p>	<p>Currently as the Bank is using the BAS on their Desktop/Laptops. And the L0 Biometric devices can be plugged onto the USB ports of the same. Hence, we request you to remove the cable-less device requirement from the specifications.</p>	Please refer Addendum1
12	64	General Conditions	<p>c) The OEM support shall be on 24*7*365 basis</p>	<p>We kindly request the Bank to consider the OEM support to the Bank's working hours 8x5.This will be used for the BAS Solutioned being utilised during the Bank working hours.</p>	No Change
13	66	10.Payment Terms	<p>A.Biometric Finger Print Capture L0 Device plus</p> <p>o OEM confirmation letter mentioning serial numbers of the HSM delivered to the Bank are covered under five years back-to-back warranty support.</p>	<p>The warranty support period mentioned here by the Bank is for five years back-to-back warranty support and for HSM. However, the RFP narrates the Supply, Installation & Maintenance of Biometric Finger Print Capture L0 Devices at Bank's Branches / Offices with 1 year warranty.</p> <p>Kindly confirm?</p>	Please refer Addendum
14	69	Annexure 13 – Service Levels	<p>Vendor will have to guarantee a minimum uptime of 99.90%,</p>	<p>We request the Bank to remove the Solution SLA from the RFP as the RFP is for the Supply, Installation & Maintenance of Biometric Finger Print Capture L0 Devices at Bank's Branches / Offices with 1 year warranty and there isn't any software scope included in the same.</p>	No Change.

15	69	Annexure 13 – Service Levels	<p>Note</p> <p>1. The equipment should be replaced/rectified within 2 Banks's working days from the date of incident reporting.</p> <p>2. The equipment is not rectified/replaced within 96 hours is considered as default and more than 10% of logged incidents failure occur in quarter then escalation for termination process can be initiated.</p>	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 bidder office and bidder can send the working device back to bank location. Bidder can dispatch the repaired device within 2-3 business days.	No Change.
16			Bid End Date/19-08-2024	Kindly provide extension of 2 weeks post pre bid queries response to submit the bid.	Please check Bank's website/GeM
17	8	6. Audit	All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.	Can there be a defined prior notice period for conducting inspection and audit?	No Change
18	25	27. Assignment	"The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank."	Can the assignment be intimation based and not consent based?	No Change
19	26	32. Termination	"Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or"	Request to revise the cure period to more than 30 days.	No Change
20	26	32. Termination	" It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience. "	Request to revise this clause basis termination by the Vendor of the RFP on the basis of non-payment by the Bank.	No Change
21	29	35. Limitation of Liability	"Under no circumstances the Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business"	Request to revise this clause to extend the same protection to the vendor.	No Change
22	30	42. Violation of Terms	Violation of Terms	Request to make this clause mutual.	No Change
23	37	Annexure 02 – Evaluation Terms	B2 Below clause Applicable for the Bidder if submitting bid as a partner of the OEM 1. Bidder must have registered an average turnover of Rs. 10 Crore or above (from Indian operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).	"Please amend this clause as a Bidder must have registered an average turnover of Rs. 6 Crore or above (from Indian operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies)."	Please refer addendum1

24	37	Annexure 02 – Evaluation Terms	B2 Below clause Applicable for the Bidder if submitting bid as a partner of the OEM 1. Bidder must have registered an average turnover of Rs. 10 Crore or above (from Indian operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).	Please amend this clause considering 6 Crore as required turnover for MSME Bidder.	Please refer addendum1
25	38	Annexure 02 – Evaluation Terms	C Others 2. Bidder should have received ISO 9001:2015 AND OEM should have received ISO 9001:2015 & 14001:2015 certifications for manufacturing facility from where the equipment will originate."	"Please amend this clause as a OEM should have received ISO 9001:2015 & 14001:2015 certifications for manufacturing facility from where the equipment will originate."	Please refer Addendum1
26	38	Annexure 02 – Evaluation Terms	D Experience & Support Infrastructure 1. Bidder should have authorized partner of OEM & supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India.	"Please amend this clause as a Bidder/OEM Should have supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India."	Please refer Addendum1
27	38	Annexure 02 – Evaluation Terms	A. Eligibility cum Technical Bid 4. Bidder must ensure that the Hardware to be supplied will not be End of Life in next 3 years and End of Support in next 5 years.	We request the bank to kindly consider that if the hardware is end of life or end of support than similar or higher version-to be provided to bank.	Please refer Addendum1
28	40	Annexure 02 – Evaluation Terms	2. Commercial Bids Terms f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.	Bidder cannot identify any future tax that can levied by authorities. We request bank to consider the same on actuals and remove the clause.	No Change
29	60	Annexure 12 – Project Details and Scope of Work	- The equipment should be compatible for use with USB port of Desktop Computers. And for use with Micro USB port of Tablets, Smartphone Devices. - Biometric Devices should be compatible Android 10 & above and Windows 10 & above operating system versions of the platform	Kindly confirm the use of the device and the connector required. As per our understanding the device will be used for 2FA login using BAS working on Desktop/Laptop and will require USB Type A port.	Please refer Addendum 1
30	63	Annexure 12 – Project Details and Scope of Work	37.Cable less Device: Device should be able to plug in to USB port without any cable	Currently as the Bank is using the BAS on the their Desktop/Laptops. And the L0 Biometric devices can be plugged onto the USB ports of the same. Hence, we request you to remove the cable-less device requirement from the specifications.	Please refer Addendum1

31	64	General Conditions	c) The OEM support shall be on 24*7*365 basis	We kindly request the Bank to consider the OEM support to the Bank's working hours 8x5. This will be used for the BAS Solutioned being utilised during the Bank working hours.	No Change
32	66	10.Payment Terms	A.Biometric Finger Print Capture L0 Device plus o OEM confirmation letter mentioning serial numbers of the HSM delivered to the Bank are covered under five years back-to-back warranty support.	The warranty support period mentioned here by the Bank is for five years back-to-back warranty support and for HSM. However, the RFP narrates the Supply, Installation & Maintenance of Biometric Finger Print Capture L0 Devices at Bank's Branches / Offices with 1 year warranty. Kindly confirm?	Please refer Addendum
33	69	Annexure 13 – Service Levels	Vendor will have to guarantee a minimum uptime of 99.90%,	We request the Bank to remove the Solution SLA from the RFP as the RFP is for the Supply, Installation & Maintenance of Biometric Finger Print Capture L0 Devices at Bank's Branches / Offices with 1 year warranty and there isn't any software scope included in the same.	No Change
34	69	Annexure 13 – Service Levels	Note 1. The equipment should be replaced/rectified within 2 Banks's working days from the date of incident reporting. 2. The equipment is not rectified/replaced within 96 hours is considered as default and more than 10% of logged incidents failure occur in quarter then escalation for termination process can be initiated.	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 bidder office and bidder can send the working device back to bank location. Bidder can dispatch the repaired device within 2-3 business days.	No Change
35			Bid End Date/19-08-2024	Kindly provide extension of 2 weeks post pre bid queries response to submit the bid.	Please check Bank's website/GeM
36	Page 2 of 103	[A] Important Dates: A.8	Earnest Money Deposit (EMD): Rs. 15 Lakh (Fifteen Lakh only)	We request to please consider and exempt all the companies having with valid MSME certificate to get exempted from paying the EMD amount against submission of the certificate. Please consider.	No Change

37	Page 38 of 103	A. Eligibility cum Technical Bid; C. Others	6.The biometric device quoted by the bidder should be certified by STQC. , Copy of STQC certificate.	As UIDAI had declared the sunset of all L0 scanners usage for Aadhar authentication by on or before 30.09.2024 and has to mandatorily replace the L0 scanners with STQC/UIDAI Certified L1 scanners. In the present BOB bid scope of work there as there is no Aadhar authentication. Hence, we request not to limit the scope of supplies / scanners for having the valid L0 STQC certificate as any sensor having the required technical specifications can be used for the SOW and will have a open competition from all other sensor vendors as well, because of not getting renewed the L0 public device certificate , keeping in view of the UIDAI latest circulars. Please remove STQC & UIDAI related certifications from the scope of the bid.	No change. Clarification: STQC should be valid as on RFP submission date.
38	Page 38 of 103	A. Eligibility cum Technical Bid; C. Others	9. Finger Print Capture Biometric L0 Device should be Compatible with Bank existing BAS setup / Finacle 10.	We request to please share us with the Compatibility details document of the existing BAS setup / Finacle 10, so as to have a better understanding on the integration dependencies, before we quote in the bid.	No Change. Selected bidder will be responsible for integrating their proposed L0 device with Bank's BAS setup/Finacle 10.
39	Page 61, 62 of 103	Technical compliance sheet	27. Template extractor : Minex compliant, STQC certified sensor + extractor, 28. Global Certifications: V. STQC Certification for Aadhaar/ UID authentication, 29. Make and Model of device : STQC Complied, 32. STQC Certification : Valid STQC Final certification as on date of Bid submission, 33. Sensor & extractor: All the parameters of Biometric Devices for Authentication should be as precertification of UIDAI as per latest STQC Scheme for Certification of UIDAI Biometric Devices (Authentication) http://stqc.gov.in/content/bio-metric-devices_testing-and-certification .	As UIDAI had declared the sunset of all L0 scanners usage for Aadhar authentication by on or before 30.09.2024 and has to mandatorily replace the L0 scanners with STQC/UIDAI Certified L1 scanners. In the present BOB bid scope of work there as there is no Aadhar authentication. Hence, we request not to limit the scope of supplies / scanners for having the valid L0 STQC certificate as any sensor having the required technical specifications can be used for the SOW and will have a open competition from all other sensor vendors as well, because of not getting renewed the L0 public device certificate , keeping in view of the UIDAI latest circulars. Please remove STQC & UIDAI related certifications from the scope of the bid to have a competitive bids to Bank.	No Change

40	Page 66 & 67 of 103	10. Payment Terms	<input type="checkbox"/> 90% of the cost of Biometric Finger Print Capture L0 Device plus 100% of taxes including GST at actuals after successful delivery. <input type="checkbox"/> Performance Bank Guarantee (PBG) for 5% of Contract value (As per RFP format) <input type="checkbox"/> Balance 10% of the cost of Biometric Finger Print Capture L0 Device would be payable on completion of 1 year warranty period or against Bank Guarantee (BG) as per format mentioned under Annexure 22.	We understand that successful bidder has to pay 5% + 10% PBG to get the 100% payment. Please clarify and request to reduce the complete PBG to 3% as per the GOI guidelines.	No Change
41	Page 98 & 99 of 103 AND Page 101 & 102 of 103	Annexure 20 & Annexure 22	Annexure 20 - Format of Bank Guarantee for early release of retention money & Annexure 22 - Bank Guarantee Format to release of retention money	Please clarify with the difference in Annexure 20 and Annexure 22	Please refer Addendum 1
42	Page 65 of 103	6. Integration	Integration with the existing Bank's Biometric Authentication Solution (BAS) will be responsibility of Bidder. Bidder will have to integrate the proposed licenses / solution with Bank's Biometric Authentication Solution (BAS) and hand it over to Bank for acceptance testing within a maximum of 2 week from the date of receipt of the deliverables at our office and Bank's notification for Integration of the solution.	We kindly request to please inform us with the present vendor/s details providing the related application & services for BAS to Bank across all the regions, as it is a critical part of SOW to be done by the successful bidder for getting qualified and for getting the payment also, as well, keeping in view of the support and other related dependencies on integration with the present solution. Please share us with the details also clarify the BAS solution is provided by a single vendor / multiple vendors across the Bank locations.	Single Vendor providing the MORPHO BAS Application
43	Page 70 of 103	Annexure 14 – Masked Commercial Bid	a) The device should be compatible with Bank's existing BAS / CBS Login. It is the bidder responsibility to integrate the proposed device with Bank's current application i.e. Biometric Authentication Solution (BAS).		
44	Page 63 of 103	Technical compliance sheet	37. Cable less Device: Device should be able to plug in to USB port without any cable	We kindly request Bank to please elaborate the requirement as it can either of the, Bluetooth Connectivity finger print scanner or an USB finger print scanner with direct connection to MCU, or how exactly the interface must be. Please clarify.	Please refer Addendum1

45	8	6. Audit	All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.	Can there be a defined prior notice period for conducting inspection and audit?	No Change
46	25	27. Assignment	"The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank."	Can the assignment be intimation based and not consent based?	No Change
47	26	32. Termination	"Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or"	Request to revise the cure period to more than 30 days.	No Change
48	26	32. Termination	" It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience. "	Request to revise this clause basis termination by the Vendor of the RFP on the basis of non-payment by the Bank.	No Change
49	29	35. Limitation of Liability	"Under no circumstances the Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business"	Request to revise this clause to extend the same protection to the vendor.	No Change
50	30	42. Violation of Terms	Violation of Terms	Request to make this clause mutual.	No Change
51	38	Annexure 02 – Evaluation Terms	D Experience & Support Infrastructure 1. Bidder should have authorized partner of OEM & supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India.	"Please amend this clause as a Bidder/OEM Should have supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India."	Please refer Addendum1
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54	60	Annexure 12 – Project Details and Scope of Work	<p>- The equipment should be compatible for use with USB port of Desktop Computers. And for use with Micro USB port of Tablets, Smartphone Devices.</p> <p>- Biometric Devices should be compatible Android 10 & above and Windows 10 & above operating system versions of the platform</p>	Kindly confirm the use of the device and the connector required. As per our understanding the device will be used for 2FA login using BAS working on Desktop/Laptop and will require USB Type A port.	Please refer Addendum 1
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57	66	10.Payment Terms	<p>A.Biometric Finger Print Capture L0 Device plus</p> <p>o OEM confirmation letter mentioning serial numbers of the HSM delivered to the Bank are covered under five years back-to-back warranty support.</p>	<p>The warranty support period mentioned here by the Bank is for five years back-to-back warranty support and for HSM. However, the RFP narrates the Supply, Installation & Maintenance of Biometric Finger Print Capture L0 Devices at Bank's Branches / Offices with 1 year warranty.</p> <p>Kindly confirm?</p>	Please refer Addendum
58	69	Annexure 13 – Service Levels	Vendor will have to guarantee a minimum uptime of 99.90%,	We request the Bank to remove the Solution SLA from the RFP as the RFP is for the Supply, Installation & Maintenance of Biometric Finger Print Capture L0 Devices at Bank's Branches / Offices with 1 year warranty and there isn't any software scope included in the same.	No Change
59	69	Annexure 13 – Service Levels	<p>Note</p> <p>1.*The equipment should be replaced/rectified within 2 Banks's working days from the date of incident reporting.</p> <p>2.**The equipment is not rectified/replaced within 96 hours is considered as default and more than 10% of logged incidents failure occur in quarter then escalation for termination process can be initiated.</p>	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 bidder office and bidder can send the working device back to bank location. Bidder can dispatch the repaired device within 2-3 business days.	No Change
60			Bid End Date/19-08-2024	Kindly provide extension of 2 weeks post pre bid queries response to submit the bid.	Please check Bank's website/GeM

61	10	Eligibility cum Technical Bid3. B2: Below clause Applicable for the OEM whose products are quoted or if the OEM Is bidding directly.	The biometric device quoted by the bidder should be certified By STQC.	We would like to inform bank that considering the use case as mentioned in the RFP, the devices are used for local authentication only. Hence we request bank To remove the requirement of STQC Certificatation for L0 Scanners. Accordingly	No change. Clarification: STQC should be valid as on RFP submission date.
62	10	B2: Below clause Applicable for the OEM whose products are quoted or if the OEM Is bidding directly.	The biometric devices should preferably have firmware-level encryption and ability to detect live finger (and it should be Able to reject gummy/fake fingerprints) & de-duplication of Finger printer.	We would like to inform the bank that Firmware level encryption Is applicable for L1 Device only. Hence we request bank to amend The clause accordingly.	No Change
63		B2: Below clause Applicable for the OEM whose products are quoted or if the OEM Is bidding directly.	Finger Print Capture Biometric L0 Device should be Compatible with Bank existing BAS setup / Finacle 10.	We assume that vendor scope will be limited to supply & management of devices along with facilitating the required device SDK for the integration of The existing bank's BAS application/Finacle. Also we assume that bank will help the bidders in co-ordinating with the existing application vendor for the smooth integration. Kindly clarify. Also we request bank to share the name of the existing application facilitator.	No Change. Selected bidder will be responsible for integrating their proposed L0 device with Bank's BAS setup/Finacle 10.
64	63	Annexure 12 – Project Details and Scope of Work	37. Cable less Device : Device should be able To plug in to USB port without any cable	We request bank to ellaborate the requirement of the device specification.	Please refer Addendum1
65	8	6. Audit	All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.	Can there be a definded prior notice period for conducting inspection and audit?	No Change

66	25	27. Assignment	"The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank."	Can the assignment be intimation based and not consent based?	No Change
67	26	32. Termination	"Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or"	Request to revise the cure period to more than 30 days.	No Change
68	26	32. Termination	" It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience. "	Request to revise this clause basis termination by the Vendor of the RFP on the basis of non-payment by the Bank.	No Change
69	29	35. Limitation of Liability	"Under no circumstances the Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business"	Request to revise this clause to extend the same protection to the vendor.	No Change
70	30	42. Violation of Terms	Violation of Terms	Request to make this clause mutual.	No Change
71	37	Annexure 02 – Evaluation Terms	B2 Below clause Applicable for the Bidder if submitting bid as a partner of the OEM 1. Bidder must have registered an average turnover of Rs. 10 Crore or above (from Indian operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).	"Please amend this clause as a Bidder must have registered an average turnover of Rs. 6 Crore or above (from Indian operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies)."	Please refer addendum1
72	37	Annexure 02 – Evaluation Terms	B2 Below clause Applicable for the Bidder if submitting bid as a partner of the OEM 1. Bidder must have registered an average turnover of Rs. 10 Crore or above (from Indian operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).	Please amend this clause considering 6 Crore as required turnover for MSME Bidder.	Please refer addendum1
73	38	Annexure 02 – Evaluation Terms	C Others 2. Bidder should have received ISO 9001:2015 AND OEM should have received ISO 9001:2015 & 14001:2015 certifications for manufacturing facility from where the equipment will originate."	"Please amend this clause as a OEM should have received ISO 9001:2015 & 14001:2015 certifications for manufacturing facility from where the equipment will originate."	Please refer Addendum1
74	38	Annexure 02 – Evaluation Terms	D Experience & Support Infrastructure 1. Bidder should have authorized partner of OEM & supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India.	"Please amend this clause as a Bidder/OEM Should have supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India."	Please refer Addendum1
75	38	Annexure 02 – Evaluation Terms	A. Eligibility cum Technical Bid 4. Bidder must ensure that the Hardware to be supplied will not be End of Life in next 3 years and End of Support in next 5 years.	We request the bank to kindly consider that if the hardware is end of life or end of support than similar or higher version-to be provided to bank.	Please refer Addendum1

76	40	Annexure 02 – Evaluation Terms	<p>2. Commercial Bids Terms</p> <p>f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.</p>	<p>Bidder cannot identify any future tax that can be levied by authorities. We request bank to consider the same on actuals and remove the clause.</p>	No Change
77	60	Annexure 12 – Project Details and Scope of Work	<p>- The equipment should be compatible for use with USB port of Desktop Computers. And for use with Micro USB port of Tablets, Smartphone Devices.</p> <p>- Biometric Devices should be compatible Android 10 & above and Windows 10 & above operating system versions of the platform</p>	<p>Kindly confirm the use of the device and the connector required. As per our understanding the device will be used for 2FA login using BAS working on Desktop/Laptop and will require USB Type A port.</p>	Please refer Addendum 1
78	63	Annexure 12 – Project Details and Scope of Work	<p>37.Cable less Device: Device should be able to plug in to USB port without any cable</p>	<p>Currently as the Bank is using the BAS on their Desktop/Laptops. And the L0 Biometric devices can be plugged onto the USB ports of the same. Hence, we request you to remove the cable-less device requirement from the specifications.</p>	Please refer Addendum1
79	64	General Conditions	<p>c) The OEM support shall be on 24*7*365 basis</p>	<p>We kindly request the Bank to consider the OEM support to the Bank's working hours 8x5.This will be used for the BAS Solutioned being utilised during the Bank working hours.</p>	No Change
80	66	10.Payment Terms	<p>A.Biometric Finger Print Capture L0 Device plus</p> <p>o OEM confirmation letter mentioning serial numbers of the HSM delivered to the Bank are covered under five years back-to-back warranty support.</p>	<p>The warranty support period mentioned here by the Bank is for five years back-to-back warranty support and for HSM. However, the RFP narrates the Supply, Installation & Maintenance of Biometric Finger Print Capture L0 Devices at Bank's Branches / Offices with 1 year warranty.</p> <p>Kindly confirm?</p>	Please refer Addendum
81	69	Annexure 13 – Service Levels	<p>Vendor will have to guarantee a minimum uptime of 99.90%,</p>	<p>We request the Bank to remove the Solution SLA from the RFP as the RFP is for the Supply, Installation & Maintenance of Biometric Finger Print Capture L0 Devices at Bank's Branches / Offices with 1 year warranty and there isn't any software scope included in the same.</p>	No Change

82	69	Annexure 13 – Service Levels	<p>Note</p> <p>1. The equipment should be replaced/rectified within 2 Banks's working days from the date of incident reporting.</p> <p>2. The equipment is not rectified/replaced within 96 hours is considered as default and more than 10% of logged incidents failure occur in quarter then escalation for termination process can be initiated.</p>	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 bidder office and bidder can send the working device back to bank location. Bidder can dispatch the repaired device within 2-3 business days.	No Change
83			Bid End Date/19-08-2024	Kindly provide extension of 2 weeks post pre bid queries response to submit the bid.	Please check Bank's website/GeM
84	61	Point 6	Dynamic range 200	Pl. clarify whether it is 256 or 200	Please refer Addendum1
85	70	Annex 14	30,000 Qty	Is it firm qty	As per Commercial in the RFP
86	61	Pt 8	Enrollment & Verification	Pl. clarify whether it is for enrollment or Authentication. Because UIDAI has separate specs.	Both Enrollment and Authentication
87	62	pt 26	Capabilities of encryption	Pl. specify the standard for encryption? If recommended, How this can be complied with UIDAI.	This is for both BAS & UIDAI and support Symmetric and asymmetric encryption.
88	38	D 1	Bidder should have authorized partner of OEM & supplied minimum 5,000 L0/L1 biometric devices in last 3 Years in India.	Request consider the Micro ATM experience as well	Please refer Addendum1
89	38	C 9	Finger Print Capture Biometric L0 Device should be Compatible with Bank existing BAS setup / Finacle 10.	Can we have any protocol reference?	No Change. Selected bidder will be responsible for integrating their proposed L0 device with Bank's BAS setup/Finacle 10.
90	61	21	FAB 10 specs provided	Request you to accept the superior FAP 20 specification	All the parameters of Biometric Devices for Authentication should be as per UIDAI Certificate: