

S No.	Bidder	Page No.	Point/Section	Clarification point as stated in the tender document	Comments/Suggestions/Deviations	Bank's Response
1	McKinsey	2	[A]Important Dates,	Last date of submission of RFP Response (Closing date) 30th April 2022, 3:00 PM	For paper work RFP Response date be shifted further by additional week	Extension of 1 week considered for submission of bid (i.e 06/05/2022)
2	McKinsey	23	4. Timeframe	BOB desires to appoint the successful Bidder for the stated assignment in each of the 3 RRBs	We need to budget for out of pocket expenses like travelling, lodging, boarding etc for the entire team. This would be a huge amount in such project hence we request you to give clarity on the exact location for deployment of the project team.	RFP terms to be followed. Location cannot be defined here as the requirement is for three different states (-03- different RRBs at HO, ROs and DC / DR locations are located)
3	McKinsey	24	Evaluation criteria 5 - Scoring Methodology (Experience)	Experience in providing management consulting services (as defined in the eligibility criteria – SI No 3) to public sector banks / Private Sector Banks, RRBs	What should be the timeframe within which we should have served these banks? And how many case references / examples to be provided? Please specify	RFP terms to be followed.
4	McKinsey	25	Evaluation criteria 5 - Scoring Methodology (Experience)	Experience in providing management consulting services (as defined in the eligibility criteria – SI No 3) with private sector banks or NBFCs on their retail/rural banking operations	What should be the timeframe within which we should have served these banks? And how many case references / examples to be provided? Please specify	RFP terms to be followed.
5	McKinsey	27	Evaluation criteria 5 - Scoring Methodology (Change management)	Experience of program implementation and change management, enablement, and approach adopted for the program	How will experience of program implementation and change management, be evaluated? Please share clear criteria and guidelines	RFP terms to be followed.
6	McKinsey	28	III - Commercial Evaluation	Calculation of commercial score	Please clarify how can we give the commercial quote? And is it one quote vs. module wise quote	One quote with GST in saperate sealed envelop superscribed as mentioned in RFP
7	McKinsey	40	6.5.4 Substitution of project team members	If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP besides claiming an amount, equal to the contract value as liquidated damages.	No amount shall become deductible for any substitution of key personnel for reasons of any incapacity or due to health, so long as we provide a substitute consultant with similar / suitable experience and qualification than the original personnel. We therefore request the deletion of the clauses or any references to liquidation damages or alike.	RFP terms to be followed.
8	McKinsey	40	6.5.9 Payment terms	The service provider's fees will be paid in the following manner for each item/activity which is described in the Commercial Proposal	Are the payment terms deliverables linked - please clarify	RFP terms to be followed.
9	McKinsey	41	6.7.1 Liquidated damages	The Bank will impose a penalty, of Rs. 50,000/- (INR Fifty thousand only) per week or part thereof, for delay in not adhering to the time schedules. If the selected Bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder. The Bank reserves the right to recover an amount equal to the value of contract by the Bank as Liquidated Damages for non-performance.	We seek to solve problems jointly with our clients. Our efforts are collaborative, leveraging the clients' knowledge of their businesses with our knowledge of problem-solving, the industry and best practices. Whenever appropriate, McKinsey will rely on the Client's timely cooperation, including making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Client and notifying McKinsey of any issues or concerns the Client may have relating to the Services. We therefore request to remove the penalty fee clause.	RFP terms to be followed.

10	McKinsey	41	6.8.1 Indemnity	The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:	While we believe that the best method to manage the risk on this project, and the method we will adopt, is to ensure high quality project management and staff are assigned to the project, we do require a reasonable allocation of risk which is in proportion to the reward we may gain. We are in a materially different position to our clients with respect to controlling the risk. Specifically, we have no broad authority to act and we do not make the decisions for the client, which means that we have no control over who at the client will implement our recommendations, how well they will be implemented, or when they will be implemented. Therefore, if a third party is allegedly damaged by any steps taken by client management, the third party should seek redress from, and be compensated by, the client and not the Firm. Indemnification recognizes the reality that the client, not the Firm, is responsible for the success or failure of client action. We would like to ask that our liability under the Agreement howsoever arises be limited to actual and direct loss or damage due to gross negligence and willful misconduct by us and capped at the fee received by Client under engagement. We would also request to include the following in this Clause: "The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. The McKinsey does not	RFP terms to be followed.
11	McKinsey	46	6.19	Entire clause	Due to confidentiality obligations we owe to our clients, we are unable to allow access to our premises or documentations. We would like to clarify that access by BoB shall only be confined to documentations that is related to the Project, and in no event access to our offices (except any offices that is at the Owner's premises) will be requested or allowed.	RFP terms to be followed.
12	McKinsey	49	6.25	Entire clause	We prefer not to handle any personal data unless deemed necessary; we take data security seriously. If it is inevitable at the RFP stage, please only disclose anonymized personal data with our consent. We also retain a copy or record of Confidential Information as per our professional document retention and archival policy for compliance with applicable laws. The Confidential Information shall also exclude information	RFP terms to be followed.
13	McKinsey	50	6.26	Entire clause	We request to add:- Notwithstanding above, Bank acknowledges and agrees that Selected Bidder is not an expert with respect to the health, safety, environmental, legal and regulatory standards and requirements that may apply to the Bank's business and operations, and will rely on the Bank and Bank's other advisors to ensure that it complies with all applicable standards and	RFP terms to be followed.
14	McKinsey	50	6.27	The Service Provider shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.	We agree that the client should own any information that it discloses to us, and that information will not be shared by McKinsey with any third parties. As a basic policy, we do not make public client names, client materials, or reports prepared for clients without their permission. We similarly require that clients not use our name in any communication with any third party, or disclose the terms of our proposals or engagements (including commercial arrangements) to any third party, without our prior permission. In those cases when disclosure from either side may be appropriate, we will discuss this first and only proceed if we reach agreement.	RFP terms to be followed.