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1	41	Scope	Determine the required workforce for Corporate/Head Offices, Regional/Zonal Offices and Specialised Units of the Bank, compare it with the ideal staff requirement and present the gap analysis	We request you to share details of the number and size of the bank's corporate / head offices, regional / zonal offices, specialized units and branches	We have one corporate office in BKC Mumbai (certain back offices situated in Gandhinagar, Hyderabad & Bangalore are part of it). It has around 3000 staff members in total). We have one Head Office in Baroda with around 654 staff. We have almost 148 Regional offices & 18 Zonal offices having around 9000 staff. We have around 56 specialised units like Mid Corporate, Corporate Finance, specialised SME, Asset Recovery Management. we have processing units for Retails assets and SMEs attached with our Regional Offices.
2	41	Scope	Define organizational structure, staffing pattern, positions and job roles for every vertical of Corporate/Head Offices, Regional/Zonal Offices and Specialised Units of the Bank and for all the grades in the Officer cadre	We understand that the Bank already has a well-defined org structure and role construct. Please clarify if the Bank requires the consultant to re-design the operating model and organisation structure of the Bank, before embarking on the manpower audit exercise.	We do not want redesigning of operating model.
3	41	Scope	Identify the roles that can be outsourced and the processes that can be automated for optimum utilization of manpower.	We understand that recommendations for process automation would need to be in line with the current digital capabilities. Please specify if recommendations on digitalisation should be considered as well, as this will require specific expertise and efforts Also please confirm if the insourcing versus outsourcing of the roles analysis is to be done separately?	We want to analyse the roles which can be outsourced but we do not want a separate analysis for the same. It should be part of manpower audit.
4	41	Scope of Work	Define organizational structure, staffing pattern, positions and job roles for every vertical of Corporate/Head Offices, Regional/Zonal Offices and Specialised Units of the Bank and for all the grades in the Officer cadre.	(a) Does the Consultant need to make detailed Job Descriptions as per redefined Organization Structure?	Detailed Job Description is required

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5	41	Scope of Work	1. Project Scope : Comprehensive Manpower Audit: Develop a framework for evaluating and managing the bank's long-term workforce needs and the composition of its manpower deployment/audit strategy	We understand that the Scope does not include any Assessment or Evaluation of current Incumbents / Individuals. Hope our understanding is correct.	Based on benchmarked findings for each of the verticals of corporate office/HO and specialised units, gap vs requirement is to be identified (gap analysis), strategy to be prescribed to address the deficit
6	24	Suitability of the Key Resources	The program Directors should have advised/ be advising public sector banks, private sector banks, NBFCs in India on one or more of topics covered in the experience section above in the last five years from the date of issuance of RFP in the capacity of a Project Head / Project Director (and not in an expert capacity)	We request you to review the expected profile of Directors and kindly include the experience of advising Public Sector Enterprises (PSEs) on one or more of the topics.	NO
7	23	Commercial	The payment is only linked to milestones and not any timeline. There should be some timeline defined for both: a. Work to be delivered by the Consultant, and b. Feedback/sign-offs to be provided by the Bank	Can we please have some timeline defined along with the project milestone for commercials?	Payment will be based on the Milestones mentioned on page no.41

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8	23	Eligibility	<p>Experience of projects as per context of this RFP Experience and Credentials in conducting Manpower Audit/ HR Re-structuring/ Manpower Planning /Human Resources related project in India done in last 5 years with Public Sector Banks/ Private Sector Banks / BFSI/ Public Sector Enterprise from the date of issuance of RFP with minimum Project duration of 6 months. Both Ongoing as well as Completed Projects will be considered.</p>	An org structuring/ manpower audit assignment with Indian banks/ other BFSI organizations typically is of a duration < 6 months, unless it is owing to a post-merger integration. Request the Bank to permit scores for projects less than 6 months duration as well please.	No change can be done in eligibility criteria
9	24	Evaluation Parameters	Profiles of Program Directors	Is there any particular team size and structure that the Bank is specifying here with respect to how many directors, SMEs and project managers need to be deployed?	No specific number of size of consultants is prescribed by Bank
10	14	General	17.30 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.	We assume this project may be carried out in a hybrid mode, with part of the team working on-site, and remaining working virtually. Please confirm if this is acceptable to the bank. In case the Bank requires mandated presence at certain specific locations, request the Bank to share the details of the same please.	Project may be carried out in hybrid mode, but physical visit at certain locations of Bank would be required. Our Corporate office is in Mumbai & Head Office is in Baroda.

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11	16	Legal	<p>17.37. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines</p>	<p>We seek to delete following line under this clause, "recover whatever payments made by the Bank to the Bidder during the course of this assignment". We also seek that to modify this clause with respect to liquidates damages which should not go beyond 10% of the contract value</p>	<p>Legal terms are meant to protect the Organisational interest, so we cannot change any legal terms</p>

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12	58	Legal	Confidentiality	We propose to make the confidentiality obligations in the Contract mutual for both parties.	Legal terms are meant to protect the Organisational interest, so we cannot change any legal terms
13	59	Legal	Indemnity	The indemnity obligations provided in this section are very broad in nature. Therefore, we request that such a provision is mutually negotiated between parties at the time of award of contract. Specifically, we would like to call out that the indemnities should be restricted to the following – 1) Third party claims only 2) Broad indemnities in bullet point 1) and 5) are removed. 3) For indemnity for IP infringement, we include certain caveats. Additionally, consultant should not be liable for any incremental costs.	
14	62	Legal	Termination	We request following changes are accommodated to termination section: 1) Consultant to also have a right to terminate 2) Broad termination rights like unsatisfactory performance are removed 3) Any additional expenditure incurred on termination is capped at 10% 4) In case of all termination scenarios, consultant to be paid for services and deliverables provided till date of termination	

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15	64	Legal	Limitation of Liability - Under no circumstances BOB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	We request that this clause is made mutual for both parties	
16	64	Legal	Audit	We request that the audit clause is modified to include following and shall prevail over any other inspection related clauses: Consultant will maintain complete auditable records directly related to the Services provided to the client under this Agreement for the purpose of assessing Consultant's compliance with the terms of this contract for a period of one year after the completion of such Services. The client's internal or external auditors may audit, copy and inspect the records at reasonable times and upon reasonable notice; provided, however, that all such auditors are instructed by client to maintain the confidentiality of the information gathered consistent with the terms contained herein. Nothing herein shall obligate Consultant to disclose to the client any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with Consultant's business, payroll information, or information or material that constitute, in the opinion of Consultant's legal counsel, legally privileged documents or information that Consultant is bound to maintain as confidential by written obligation to a third party. Cost of any audit shall be borne by the Bank	Legal terms are meant to protect the Organisational interest, so we cannot change any legal terms

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17	NA	Legal	Additional Clause	We would like to provide following clarification and include a term to this effect: the Deliverables Consultant provides are for Bank's internal consumption only and should not be shared with third parties. In the event Bank would like to share the Deliverables with any third parties, we request Bank to ensure that such third parties sign Consultant's standard non-reliance letter before sharing deliverables and any third-party having access to the report or presentation may use it on a non-reliance basis. This would protect Consultant from risks of third party claims based on reliance on the Consultant's deliverables, which are prepared only for Bank's organization. Consultant will not assume any legal obligations to non-clients that could arise from the redistribution of its work and it does not owe the duty of care towards the third party.	Legal terms are meant to protect the Organisational interest, so we cannot change any legal terms
18	21	Legal	The bidding company should not have been censured / blacklisted / banned / barred / disqualified / prohibited by any central ministry or state government or their ministries / departments, or any regulator or any court of law including NCLT / NCLAT or any quasi- judicial authority or any other statutory authority.	<p>Requesting you to revise the mentioned criteria as stated below:</p> <p>The bidding company should not be censured / blacklisted / banned / barred / disqualified / prohibited by any central ministry or state government or their ministries / departments, or any regulator or any court of law including NCLT / NCLAT or any quasi- judicial authority or any other statutory authority as on the date of submission of this bid.</p>	

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20	9	Legal/Commercial	Termination: After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.	We request that this amount is capped to 10% of contract value	Legal terms are meant to protect the Organisational interest, so we cannot change any legal terms
21	42	Legal/Commercial	iv) Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark, set-off or adjust any amount due to Bank under any of the clauses of this RFP or subsequent agreement for delay, failure or non-performance of any condition, undertaking, and commitment or for breach of any terms of this agreement.	We request for the removal of this clause.	
19	2	General	6th April 2024, 3.00 pm (IST) Mode: Online on GeM Portal	We would request you to kindly provide 21 clear days after your release of response to the pre-bid queries. That would help us suitably consider the clarifications and amendments on Scope & other queries, as well as to get internal approvals as per our Firm requirements.	No
22	2	Timeline	Last Date of Submission of RFP Response (Closing Date)	We would like to seek an extension of 1 week. Could we please get the last date of submission extended by a week?	NO