Corporate Office, Transformation Management Office   Date: 19/11/2021

Request for Proposal for Appointment of Consultant for Design & Implementation Support for Enhancing Performance Management System (Ref: PMS/TMO/2021-22/003 Dated: 26/10/2021)

Reply to Pre-Bid Queries and Amendments

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1	19	4.1	The HR Vision is aligned with the vision of the Bank which facilitates a smooth transition towards achievement of corporate goals while factoring employee experience.	We would like to have more details regarding the Bank's HR vision defined, as PMS implementation has to be aligned	Bank's HR Vision is - "Indian Bank commits to foster excellence through a journey of growth, individual development and robust employee experience". Detailed HR vision will be discussed with the successful bidder.
2	20	4.1	Hence, the Bank intends to engage a consultant to study the existing PMS, design and implement a robust and enhanced Performance Management System in line with the Scope of work of this RFP document.	Basic details of existing PMS in the Bank would be helpful - which roles are covered? What is usage / adoption? What is the extent of automation?	Will be shared with successful bidder.
3	20	4.2	The consultant shall design necessary digital and system/IT tools basis the below mentioned requirements and shall sensitize key stakeholders & user groups within the Bank to independently carry these systems /tools forward.	What are the specifications / details of current PMS module, developed within Peoplesoft HRMS implementation? Is it already live? What kind of further changes are possible?	It is still at nascent stage, Consultant to identify the gaps and suggest changes.

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4	24	4.2 (Phase 2)	Module 2: Identify common key performance indicators and define the role of individual employee - Performance Management The system should be aligned to existing PMS functionality of the Bank to store historic performance data, certification/ trainings completed/achievements for facilitating employee career progression decisions.	Will the consultant have access to past / historic performance data i.e. KPIs, data-points, ratings, etc. - for design of new performance indicators? (this will be useful input)	Yes, the successful bidder will have the access to the same.
5	24	4.2 (Phase 2)	Module 3: Job family design & implementation for special build among employees Creation of new job family design framework, incorporating refreshed definitions, eligibility requirements, evaluation criteria, movement criteria, career path review & performance mechanism.	Can further details be shared on the existing job families, already defined within the Bank? i.e. how many families and roles exist?	Will be shared with successful bidder
6	25	4.2 (Phase 2)	Module 4: Design approach to Implement strategically aligned and focused KRAs/KPI's based on functional area Specify the number of roles that can be assigned, role combinations, KRAs/KPIs, weightages by the reporting authorities with options to submitting requests for changes in	What is level of definition of KPIs and score-cards - for every employee vs. every role e.g., Branch teller in xx Branch? How will it be specified for every individual and by whom i.e. Branch Manager?	Will be discussed with successful bidder.

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			roles, reporting structures in case of need		
7	27	4.2 (Phase 2)	Module 5: Business intelligence (internal and external) driven target setting System should be able to provide historical and market data-driven insights to assist in setting the business targets (which will then be cascaded across the bank)	Is Historic performance data going to be made available in a Database or Data Warehouse for access? What systems existing in the Bank today to capture this e.g., branch-level performance - where / which system is it stored and accessed?	Data available with the Bank will be shared with the successful bidder.
8	28	4.2 (Phase 2)	Module 6: Creation of real-time Dashboards to drive performance feedback o Design & implementation of personalized performance dashboards to support field level controllers (ZOs, FGMOs, etc.) in tracking of performance and review mechanism. o Design & implementation of Supervisory Dashboards/Report Panel for tracking performances of the field hierarchy and review mechanism by Corporate Office.	Pls clarify role of consultant - Consultant can design and detail out dashboards. However, to operationalize, specific resources will be required e.g., PowerBI (if that will be used)	As per RFP term and conditions
9	54	7.11	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	We request you to please remove this requirement including the penalty of 10% of contract price. We are committed in having experienced/ quality resources on our team and execute on key deliverables outlined,	As per RFP terms and conditions.

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			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 10% of 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.	regardless of the change in resources	
10	55	7.12 ii	The Successful Bidder's liability in case of claims by the banks resulting from its willful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Successful Bidder, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other	We request to amend to read as follows: "The Successful Bidder's liability in case of claims by the banks resulting from its willful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Successful Bidder, its employees and/ or subcontractors or loss suffered by	As per RFP terms and conditions.

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			Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights that the Successful Bidder uses or creates (except for those designated by the Bank) shall be unlimited."	
11	52	7.2 ix	Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank	We request to please amend to read as follows; "Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank. Notwithstanding the above, any intellectual property rights including in relation to concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models and industry perspectives that the bidder has owned before the engagement or those that have been developed or enhanced by the bidder during the course of this engagement shall be owned by the bidder and bidder shall license the bank to use such for the propose of the engagement." Bidder represents and warrants that the Deliverable (including software)	As per RFP terms and conditions.

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				will perform in substantial conformance to any applicable specifications set forth herein and as otherwise agreed in writing by Bank and Bidder. The Deliverables are otherwise being provided to Bank AS IS, without any express or implied warranty, and Bidder shall not be obligated to maintain, upgrade, support, host, update, or correct the Deliverables beyond the period of this Agreement. Bank warrants that it will not use the Deliverables in a "closed-loop" system, including where no Bank employee or agent is materially involved in implementing the Deliverables and/or insights derived from the Deliverables. The Deliverables are not meant for any autonomous use and the Bank undertakes that where it intends to use the Deliverables in a mechanical unit, it shall seek consent from Bidder before such use and shall engage expert third parties to conduct appropriate tests and releases Bidder from any loss, claims or damages that may result from such use. Notwithstanding anything contained herein or in the Schedule hereto, the Bank will be responsible for the security, penetration, stability and	

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				other independent testing, final integration and movement of the Deliverables (which may include any software provided by Bidder) into the production environment. Bank will be responsible at all times for the functionality and security of Bank's devices, systems, and networks, including without limitation any industrial controls systems (e.g. programmable logic controllers (PLCs), Robots, Motion Controllers, DCSs) to which Bidder may access to retrieve or view Bank's data. Bank is responsible for disclosing to Bidder Bank's security protocols and any other administrative, technical, and organizational measures Bidder must follow to comply with Bank's access and security protocols. Bank represents and warrants that it has the right to provide Bidder with access to Bank's devices and that the provision of such access will not infringe upon any third-party rights.	

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S. No.	Page No	Para No.	Details provided in RFP	Query/ Changes Requested	Response to Query/ Justification in case of Amendment
12	62	7.20	Bank shall have the option to terminate this RFP any time or at any stage without giving notice. Bank also shall have right to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least -3- months prior notice in writing. It is clarified that the Bidder shall not terminate the subsequent Agreement for convenience.	We request to please amend as follows: "Bank shall have the option to terminate this RFP any time or at any stage without giving notice. Bank also shall have right to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least -3- months prior notice in writing. Bidder shall have the right to terminate the subsequent Agreement for convenience by giving notice to the Bank. In case of the termination, the Bidder shall be entitled to be paid for the work that it has been performed until the date of termination."	Bidder shall not have Right to terminate Agreement for convenience. Pro-rata payment for the work done may be considered by the Bank subject to Liquidated &Penalty liability clauses of RFP.
13	57	7.14	The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Banks is not misused. The Bidder shall cooperate with the RFP for appointment of Consultant for Digital Transformation authorized representative/s of the Banks and shall provide all information/ documents required by the Bank/ RBI / any other regulator	We request to please amend as follows: "The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Banks is not misused. The Bidder shall cooperate with the RFP for appointment of Consultant for Digital Transformation authorized representative/s of the Banks and shall provide all information/ documents	As per RFP terms and conditions.

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			failing which the Bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator. All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The Successful Bidder shall furnish certifications required in the process of Audit relating to risk parameters finalized by the Bank at its discretion. Any discrepancies observed during such Audit have to be rectified by the Successful Bidder in consultation with the Bank	that has been provided by the Bank and required by the Bank/ RBI / any other regulator failing which the Bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator. All Bidder records with respect to any deliverable covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data regarding such deliverables. Said records are subject to examination. The Successful Bidder shall furnish certifications required in the process of Audit relating to risk parameters finalized by the Bank at its discretion. Any discrepancies observed during such Audit have to be rectified by the Successful Bidder in consultation with the Bank"	

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14	60	7.17	The selected Bidder shall execute (a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and (b) Non-Disclosure Agreement (NDA). The selected Bidder shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment or as intimated by the Bank.	We request to please amend to read as follows; "Subject to reviewing and agreeing on its terms, the selected Bidder shall execute (a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and (b) Non-Disclosure Agreement (NDA). Parties shall use its best effort to negotiate and agree on the terms of the SLA and NDA within one month from the date of acceptance of letter of appointment or as intimated by the Bank."	As per RFP terms and conditions.
15	53	7.3 vi.; 7.6	No publicity	We agree to the provisions, and we suggest making the clause mutual. That is, neither party will include the deliverables in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution, nor make any public announcement or press release regarding the engagement or deliverables provided/ services performed without the prior written consent of the other party.	As per RFP terms and conditions.
16	53	7.5	No Set Off	We agree to the clause and suggest making the clause mutual to apply to both parties.	As per RFP terms and conditions.

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17	54	7.8	Solicitation	We agree to the clause and suggest making the clause mutual to apply to both parties. Additionally, we suggest including a carve out for employment through placement of advertisements addressed to the general public.	As per RFP terms and conditions.
18	55	7.12	Limitation of Liability	We agree that our aggregate liability for any direct damages, including third party claims, whether in contract (including indemnity), tort, strict liability or otherwise, shall be limited to the total contract value.

We can only agree to unlimited liability for (i) personal injury or death caused by our negligence; (ii) fraud; or (iii) any matter for which it would be illegal to exclude or limit liability. We suggest that all other claims should be capped at the aforesaid limitation of liability.

In light of the commercially acceptable industry practice, we would like to clarify that under no circumstances should either BCG or Bank be liable to the other for any indirect, consequential, punitive, or other special damages. | As per RFP terms and conditions. |

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19	58	7.15	Compliance with Law	We agree to comply with applicable laws as applicable to us, however, we suggest this obligation should be mutual on both parties. Further, we should not be obligated to notify the Bank on the laws or licenses etc., since this is beyond our scope. Bank shall be responsible for obtaining its own legal, regulatory, tax and accounting advice concerning laws, regulations, agreements and other legal, accounting or tax issues which affect the advice given by us to Bank.	As per RFP terms and conditions.
20	62	7.2	Termination	We suggest that *any* termination under the Contract should be where there is a *material* breach (not *any* breach), and the right to terminate for cause should be mutual.	As per RFP terms and conditions.
21	20	4.2 SCOPE OF WORK AND KEY DELIVERABLES	The consultant shall design necessary digital and system/IT tools basis the below mentioned requirements and shall sensitize key stakeholders & user groups within the Bank to independently carry these systems /tools forward. The design and development of the aforesaid system / tools must be compatible for web access as well as app-based touchpoints (tablet/mobile)	Please confirm if our understanding is correct about the consultant being responsible for only identifying gaps via thorough diagnostic study and then for sharing design inputs but not for developing any systems or tools related to the PMS, the execution and implementation of PMS would be done by existing HRIS vendor or identified vendor's (through RFP if required). While the consultant would provide PMO support during the implementation phase.	Based on Gap Analysis, Consultant is expected to support the Bank/ vendor in development and implementation at every stage of the project apart from sharing the design.

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				If otherwise, please confirm.	
22	24	Module 3: Job family design & implementation for special build among employees	Creation of new job family design framework, incorporating refreshed definitions, eligibility requirements, evaluation criteria, movement criteria, career path review & performance mechanism.	Request the bank to share details on existing number of Job families in the Bank	Will be shared with successful bidder
23	25	Module 3: Job family design & implementation for special build among employees	Support in creation of job-family wise career path & learning calendar (trainings, certifications, workshops) to improve specialization build for allocated officers.	Request the bank to clarify if the expectation and scope of this RFP includes creation of learning calendar for officers	Yes, as part of change management
24	32	Module 8: Effective linkage of PMS outcomes to other HR processes (Benefits, Rewards, Rating, Trainings, Transfers)	System should provide employee recommendations for vacant roles through analytics driven algorithms & input data variables. System to process and manage end-to-end transfers including generation of reports and MIS containing insights on the right person for the right role by analysing employee background and scientific matching with eligible roles.	Request the Bank to clarify if the expectation is to also support bank with tool for Employee deployment (transfers) also along with Performance Management, Target setting. Request the bank to list down number of system / tools required as part of this scope for clarity	Consultant to study the existing software and applications (in house and external) to identify gaps and suggest required tools.

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25	33	Module 9: Enhancing leadership effectiveness through targeted development, succession planning & talent management	Design & implement a talent management and succession planning framework for the bank leadership. The Talent Management framework to be intertwined with the Succession Planning framework to enable leadership placement across the organizations in the right positions. The framework should be defined for both specialists and generalists such that a succession pipeline created based on performance and potential identification.	Request the bank to clarify if the bank has pre-defined leadership competencies with role with proficiency mapping for key leadership roles	There are predefined competencies for roles, however the consultant is expected to review and design a framework.
26	33	Module 9: Enhancing leadership effectiveness through targeted development, succession planning & talent management	Design & implement a talent management and succession planning framework for the bank leadership. The Talent Management framework to be intertwined with the Succession Planning framework to enable leadership placement across the organizations in the right positions. The framework should be defined for both specialists and generalists such that a succession pipeline created based on performance and potential identification.	Request the bank to share number & eligible grades of leadership roles which will be part of this scope	The consultant is expected to identify & design framework for all leadership positions in the bank. Further details will be shared with the successful bidder.

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27	33	Module 9: Enhancing leadership effectiveness through targeted development, succession planning & talent management	Design & implement a talent management and succession planning framework for the bank leadership. The Talent Management framework to be intertwined with the Succession Planning framework to enable leadership placement across the organizations in the right positions. The framework should be defined for both specialists and generalists such that a succession pipeline created based on performance and potential identification.	Request the bank to clarify if the successors have been identified for leadership positions or is that part of the scope where consultant has to support bank in identifying successors on performance & potential matrix.	As per RFP
28	33	Module 9: Enhancing leadership effectiveness through targeted development, succession planning & talent management	Based on analysis of performance, value addition and experience, it should identify the best leaders for critical roles and critical roles best suited for leaders (basis internal & external requirements). The exercise should analyse existing potential successors through model-driven digital tool and multiple data algorithms.	Request the bank to clarify if the expectation from this clause is to help bank design digital tool for succession planning.	As per RFP the consultant is expected to design the tools and support Bank/Vendor in development and implementation.
29	33	Module 9: Enhancing leadership effectiveness through targeted development, succession	Based on analysis of performance, value addition and experience, it should identify the best leaders for critical roles and critical roles best suited for leaders (basis internal & external requirements). The exercise should analyse existing potential successors through model-driven	Request the bank to clarify if there is an existing succession planning tool and framework.	Bank is having framework for succession planning however the consultant is expected to design a tool based on gap analysis.

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		planning & talent management	digital tool and multiple data algorithms.		
30	37	Module -4 Design approach to Implement strategically aligned and focused KRAs/KPI's based on functional area	Design Organisation and functional scorecards for all unique roles	Request the bank to share details on number of unique roles across all functions & zones	Will be shared with successful bidder
31	37	Module 5: - Business intelligence (internal and external) driven target setting	As a result, this module should provide historical and market practices, capture exceptions and deviations, and periodically re-assess Bank's business targets.	Request the bank to clarify if the expectation from the tool is to re-assess banks business target periodically or present market business metrics to enable decisions by Bank leaders	As per RFP term and conditions
32	39-40	4.4 Program Length	The total time period to provide consultancy services to complete "Gap analysis, Design and Implementation of Performance Management System" in a time bound manner is 12 months extendable by another 12 months. The Bank shall have the right at its sole and absolute discretion to extend the assignment with the successful bidder for future requirements on the	Request the bank to clarify if the extension rates can be finalised based on additional scope requirement and effort instead of the rates finalised in this process	As per RFP terms and conditions.

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			rates finalized in this process		
33	41	5. BIDDER'S ELIGIBILITY CRITERIA & EVALUATION PROCESS 5.1. Eligibility Criteria:	Bidding Firm should have successfully completed minimum of 1 consultancy program specific to Performance Management System / Talent Management / HR Consultancy, during the last five years across Public Sector Banks in India/ Private Sector Banks/ /Public Sector Enterprises, with pan-India presence with minimum employee base of 10000 with minimum time period of nine months	Request the Bank to amend the eligibility criteria to include global banks, large financial institutions and private entities with headcount criteria i.e., 10,000 as it will be beneficial for the bank to derive learnings from large institutions where HR transformation were implemented in Talent Management / PMS / HR Consultancy.	As per RFP term and conditions
34	44	5.2.2 Technical Bid Evaluation Criteria	Experience of working on HR Transformation projects in Indian Public/Private Sector Banks/Financial Institutions/ Public Sector Enterprises (PSEs) with pan -India presence and employee base of minimum 10000 during last 5 years. Experience in carrying out similar assignments as on an end-to-end basis for Performance Management in Public Sector/Pvt Sector Bank	Request the Bank to amend the scoring criteria to include global credentials too i.e., global banks, large financial institutions and private entities in last 5 years	As per RFP term and conditions

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			Reference checks from clients where similar assignments have been undertaken by bidder - 30 marks		
35	44	5.2.2 Technical Bid Evaluation Criteria	Experience of working on HR Transformation projects in Indian Public/Private Sector Banks/Financial Institutions/ Public Sector Enterprises (PSEs) with pan -India presence and employee base of minimum 10000 during last 5 years. Experience in carrying out similar assignments as on an end-to-end basis for Performance Management in Public Sector/Pvt Sector Bank Reference checks from clients where similar assignments have been undertaken by bidder - 30 marks	Request the bank to extend later clause - "end-to-end performance management" scope to include Indian Public/Private Sector Banks/Financial Institutions/ Public & private Sector Enterprises (PSEs) similar to the first clause. This is to ensure that consultant brings relevant & leading market practices from large institutions across sector.	As per RFP term and conditions
36	45	Evaluation Criteria	Plan for Transfer of knowledge and capabilities for scale up and sustaining impact. • Experience of Change Management in HR Transformation /PMS /Talent Management in Public Sector Banks • Plan for knowledge transfer and building capabilities • Change management and training approach • Training and Handover of	Request the Bank to allow change management experience across large conglomerates in public & private entities, financial institutions.	As per RFP term and conditions

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			capabilities to Bank's in-house teams for sustainability • Adoption Approach		
37	55	7.12 Limitation of Liability		Kindly request the Bank to insert this clause into the RFP: "Limitation of Liability: The Client (and any others for whom Services are provided) shall not recover from The Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."	As per RFP terms and conditions.

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38	56	7.13 Confidentiality		Kindly request the Bank to insert this clause into the RFP: "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement"	As per RFP terms and Conditions.

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39	62	7.20 Termination		Kindly request the Bank to insert this clause into the RFP: "The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if The Consultant reasonably determine that The Consultant can no longer provide the Services in accordance with applicable law or professional obligations."	As per RFP terms and conditions.
40	69	Annexure 01, Sr. No. 6	Annexure 01, Sr. No. 6	We kindly request the Bank, that since we do not have financials for FY21 available (audited or provisional), to please accept the financials for FY17-18, FY18-19 and FY19-20.	In case the Audited Balance sheet of FY -2020-21 is not available, the Audited Balance Sheet for the FY 2017-18, 2018-19, and 2019-20 may be submitted along with Provisional Balance sheet for FY 2020-21 certified by a CA. If provisional Balance Sheet for the FY 2020-21 is also not available, then the Audited Balance sheet to be submitted by the successful bidder after completion of their Audit. **(Kindly refer Amendment No. 3)**

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41	41	2	Eligibility Criteria: Bidding Firm should have successfully completed minimum of 1 consultancy program specific to Performance Management System / Talent Management / HR Consultancy, during the last five years across Public Sector Banks in India/ Private Sector Banks/ /Public Sector Enterprises, with pan-India presence with minimum employee base of 10000 with minimum time period of nine months	Can relevant Global credentials of engagements lasting more than nine months be considered?	As per RFP term and conditions
42	44	1	Evaluation Criteria: Experience of working on HR Transformation projects in Indian Public/Private Sector Banks/Financial Institutions/ Public Sector Enterprises (PSEs) with pan -India presence and employee base of minimum 10000 during last 5 years. Experience in carrying out similar assignments as on an end-to-end basis for Performance Management in Public Sector/Pvt Sector Bank Reference checks from clients where similar assignments have been undertaken by bidder	Can relevant Global credentials of engagements lasting more than nine months be considered?	As per RFP term and conditions

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43	77	Annexure - 6	Undertaking for Information Security: We hereby undertake that the proposed hardware /software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)	Given the scope of RFP is about diagnose, design and provide implementation support for the new PMS system with technical vendor onboarded basis the design requirements for developing the new PMS system, please clarify the relevance for submitting the undertaking.	As per RFP term and conditions
44	39	NA	4.3 Non-Exhaustive Clause	Since the RFP mentions that the scope is non-exhaustive, please provide clarity whether Indian Bank and the bidder will agree upon a defined rate to address the payment for the overall project effort	As per RFP term and conditions
45	41	5	Eligibility Criteria: The Bidder should not have been blacklisted/debarred by the Central Government/State Governments / Semi Government departments / Regulatory Authorities / Financial Institutions/ banks/ Public Sector Undertakings in India and overseas.	We propose to amend the clause and remove Affiliates /Group Companies /member firms	As per RFP terms and conditions.
46	53	8	7.5 No Right to Set Off: In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this appointment to the Bidder for any payments	Please clarify the set-off clause	As per RFP terms and conditions.

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			receivable under and in accordance with that business.		
47	54	6	7.10 Subcontracting: As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.	We propose to use the services of a sub-contractor / Vendor	As per RFP term and conditions
48	55	1	7.11 Substitution of Team members 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 10% of the contract value as liquidated damages.	Request the Bank to re-visit this clause	As per RFP terms and conditions.

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49	55	6	7.12 Limitation of Liability: All employees engaged by the successful Bidder shall be in sole employment of the successful Bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Indian Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the successful bidder.	We propose the clause to be made mutual.	As per RFP terms and conditions.
50	55	2	7.12 Limitation of Liability: Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall be liable to the Bank for any consequential/ incidental, or indirect damages arising out of this agreement.	We propose the clause to be made mutual.	As per RFP terms and conditions.
51	55	2	7.12 Limitation of Liability: The Successful Bidder's liability in case of claims by the banks resulting from its willful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Successful Bidder, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents,	We propose the clause to be made mutual.	As per RFP terms and conditions.

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			trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.		
52	56	5	7.13 Confidentiality: The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.	We propose the below language: "DTTILLP may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations"	Kindly refer RFP page number 56, bullet point 1 - Line 14 and bullet point 5 - line 2
53	57	1	7.13 Confidentiality: However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information: Was acquired by the bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Indian Bank. However, the bidder may disclose the information held with them if it is required under relevant law or in compliance of any Court Order. But the bidder should give an undertaking that they will not	We would like you to add the following two other scenarios: - Was developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosures made by the disclosing Party to the receiving Party of such information; - Was required to be disclosed by either Party by order of a court, administrative agency or governmental body, or by any law, rule, regulation, subpoena, or any other administrative or legal process, or by applicable regulatory or professional standards;	Kindly refer RFP page number 56, bullet point 1 - Line 14 and bullet point 5 - line 2

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			use the same for any other purpose.		
54	57	4	7.13 Confidentiality: The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.	We would like to limit the confidentiality obligation period for a period of one (1) year post completion of the project (the period can be negotiated).	As per RFP terms and conditions.
55	57	5	7.14 Visitorial Rights: The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Banks is not misused.	Please note that Audit of our office and system is not acceptable as the Bidder will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office / system However, the scope and period may be discussed and negotiated once the contract is awarded to us	Availability of Bidder records is limited to matters covered under this RFP and shall be restricted to Statutory requirements only. **(Kindly refer Amendment No. 2)**
56	59	1	7.16 Indemnity: Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or	Since the deliverables are provided by the bidder, we would like to exclude this from the indemnification.	As per RFP terms and conditions.

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57	59	5	7.16 Indemnity: breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or	We would like to exclude this from the indemnification.	As per RFP terms and conditions.
58	60	6	7.18: Force Majeure: If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.	Since we have the existing SLA/NDA, can those be leveraged	No, as per RFP term and conditions Penalty & Liquidated damages are not applicable for reasons attributable to the Bank and Force Majeure. Refer Page No 60 and 61
59	61	2	7.19 Penalty and Liquidated Damages: Notwithstanding Bank's right to cancel the order, the Bank reserves the right to recover the penalty at 0.50% of the contract value per week for every week's delay in the specified delivery schedule subject to a maximum of 10% of the contract value.	We request you to add the below language after the word "delay": "for the reasons solely attributable to the Bidder"	As per RFP.
60	61	2	7.19 Penalty and Liquidated Damages: If the total amount of penalty reaches 10% of contract value, it will be sufficient reason to terminate the contract and invoke Bank Guarantee.	Is penalty word used as synonymous with liquidated damages? Below the LD is capped to 5%?	Both Penalty and liquidated damages are independent of each other and applicable separately and concurrently. Penalty can reach maximum 10% of contract value and LD @ 5% of contract value in case of termination of contract for

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					non-performance. (kindly refer RFP)
61	61	4	7.19 Penalty and Liquidated Damages: In case of termination of contract, the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.	Over here LD is capped to 5%. Does this mean the total penalty+ LD = 15%? We request you to limit overall % to 10%	Both Penalty and LD are independent of each other and are applicable separately and concurrently.
62	61	9	7.19 Penalty and Liquidated damages SLA violation will attract penalties.	Is this a separate penalty?	Both Penalty and LD are independent of each other and are applicable separately and concurrently.

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63	62	4	7.20 Termination: Upon the termination or expiry of this RFP and subsequent Agreement: · The rights granted to Bidder shall immediately terminate. · Upon Bank's request, with respect to (I) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavours to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties. · Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.	This clause does not address payment post termination. We would like to propose that the payment be paid till the termination date.	As Per RFP

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64	69	9	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms.	Kindly limit this clause to only the team working on the project.	As per RFP Terms and Conditions
65	21	4.2	Module 1: Conduct gap analysis of Bank's current PMS as a part of overall HRMS system being developed by M/s PeopleSoft HR system	Is the Current PMS System already deployed and is a part of Peoplesoft HRMS System? Or is it currently being developed by M/s PeopleSoft?	HRMS package is currently being developed by M/s. PeopleSoft. However, we have an inhouse PMS application in place which is running on pilot basis.
66	21	4.2	Module 1: Conduct gap analysis of Bank's current PMS as a part of overall HRMS system being developed by M/s PeopleSoft HR system	What are the modules of Peoplesoft currently running / being implemented form Peoplesoft?	Will be shared with the successful bidder
67	21	4.2	As a part of Gap analysis, consultant is expected to examine PMS tool procured under new HRMS system being developed by Peoplesoft and suggest enhancements, if any.	Is bidder expected to conduct enhancements in existing PeopleSoft to meet the requirements OR be involved in procurement support of a new vendor through RFP design and deployment of a NEW PMS	As per RFP Terms and conditions

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				Enhancement tool/ additional requirement.	
68	22	4.2	The Design Phase has been detailed in Module 2 to Module 10.	We understand that Design Phase encompasses From Module 2 to Module 9 basis information on Page 21. Please confirm the same	This may be read as "The Design Phase has been detailed in Module 2 to Module 9". **(Kindly refer Amendment No. 1)**
69	23	4.2	Setting of KRA/KPI should not be a one-time exercise and will be of over evolving nature with regular modifications during project and thereafter, as per changing business requirements	We understand that the KRA/ KPI setting process will be designed by the Bidder as a part of the scope and that the Bidder will only be involved in such activities during the project timeframe	As per RFP Terms and conditions
70	26	4.2	Performance Management System to provide suggestive measures using AI for improvement of individual performance based on Micro Market Study, Product promotion, performance of cohort's, CRM etc. The same should be displayed to reporting authority as well. It should also facilitate two-way communication between appraisal and appraisee. Automated allocation of KRAs/KPIs within 15 days, in case the periodic review is not conducted as per defined interval	We understand that this is a criterion of evaluation of PMS System and that such feature needs to be developed through any other vendor in case the same is not feasible through current PMS Module. Please confirm	As already mentioned, post Gap analysis, if there is a requirement for any other vendor, the consultant will support and guide the Bank for onboarding.

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71	27	4.2	System should be able to provide historical and market data-driven insights to assist in setting the business targets (which will then be cascaded across the bank)	Please elaborate the expectations on the market data. To receive the market data in the system would need system integration with 3rd party sources. Are there any sources that the bank wants to be looked at?	Post Gap analysis consultant to suggest the bank for the suitable resources.
72	34	4.2	Consultant to help Bank in on-boarding of vendor/partner (writing RFP, evaluation criteria, final selection and implementation of tool) in case of requirement along with Annual Maintenance support/Technical Support for the software / tools from the date of Go-live.	Given that M/s Peoplesoft HR Systems is the HRMS vendor and PMS system has been procured as stated, who does the word "vendor" refer to in this statement? Are we referring to any new vendor who 'may' be onboard in case of an enhancement required. Please confirm.	As already mentioned, post gap analysis, if there is a requirement for any other vendor, the consultant will support and guide the Bank for onboarding the vendor.
73	34	4.2	The Implementation support will include running the PMS system for one complete performance cycle post implementation	We understand that 'implementation support' for one complete cycle is the technology support required from the vendor for any bugs. Please confirm if this also means the advisory support in running the PMS for 1 year (conducting sensitization workshops, participating in normalizations etc.)	As per RFP term and conditions
74	34	4.2	The Implementation support will include running the PMS system for one complete performance cycle post implementation	Kindly clarify that running of PMS system will be for 1 year post the Project Implementation Timeline i.e. 1 year of project + 1 year of support	As per RFP term and conditions
75	39	4.2	Key Milestone - Development of the module (T+8) Month	Please elaborate the scope milestone since the term Module has been classified as Module 1 to 12. Which specific modules do this refer to	The modules referred to are Module 2 to Module 9

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76	40	4.5	Payment Terms: After on-boarding of Vendor (T+5) - 20%	Given on boarding of any new vendor apart from PeopleSoft will depend on the requirements of enhancement and is not a mandatory ask, kindly clarify its linkages to the Payment Terms and condition. Also, we assume that the cost on on-boarding such vendor will be borne by Indian Bank.	In case there is no requirement for other vendors, 20% payment will be released upon completion of 5th Month provided the bank is satisfied that the required enhancements are being taken care of. This will be at the sole discretion of the bank.
77	40	4.5	Payment Terms: Completion of Development phase (T+8)	The RPF divides the scope into 3 Phases, viz. Gap Analysis, Design & Implementation Support and there is no mention of the term "Development Phase". Kindly confirm which Phase does this refer to and its linkage to Payment Term	Development of the tools/softwares/processes for Module 2 to Module 9 by the vendors. The payment will be made after completion of the development.
78	40	4.5	Payment Terms: Remaining 20% upon completion of the assignment.	Does the completion of Assignment refer T+1 Year where T = Date of Commencement, or it refers to T+1+1 Year, where the last 1 year is for running a complete cycle of PMS post implementation	The duration of project is 12 months.
79	44	5.2.2	Reference checks from clients where similar assignments have been undertaken by bidder	Will work completion order suffice for reference checks?	Work completion as well as feedback calls will be required for reference check.