

Clarifications to the RFP GeM Bid Ref: GEM/2024/B/5031841 dated 10.06.2024

S No	Page No as per RFP	Section Point / Clause as per RFP	Query	Whether clause amended	Clarification given
1	113, 114	ANNEXURE-IX, Point no 7 The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz., diagnosis, designing/development and delivery of programs for Senior and Key Managerial positions in any leading and reputed Organization in India during the last 5 years	While it is mentioned in RFP that having successfully completed minimum 5 similar capability building programs during last 5 years is required to get eligible for the tender (Page 114, Annexure IX, point no 7), it is also mentioned in technical evaluation that in case of 1 project, 10 marks will be given (Page 37). Please clarify	No	For giving marks we have specifically mentioned the criteria of "Experience with running similar Leadership Development Program (ongoing / completed within the last 5 years) with Public sector banks/ Private sector banks / Public sector organizations /NBFCs (with minimum staff strength of 10000 employees), in India. Only programs with duration of 12 months or above with minimum batch size of 30 participants shall be considered for the purpose of evaluation." However one can become eligible as per the criteria mentioned in Page 113,114 of the RFP document.

2	36/37	<p>12. Technical Evaluation Experience</p> <p>Only programs with duration of 12 months or above with minimum batch size of 30 participants shall be considered for the purpose of evaluation.</p> <p>20 marks: 5 or more projects 15 marks: 3 or 4 projects 10 marks: 1 or 2 projects 0 marks: No projects</p>	<p>While it is mentioned in RFP that having successfully completed minimum 5 similar capability building programs during last 5 years is required to get eligible for the tender (Page 114, Annexure IX, Point no 7), it is also mentioned in technical evaluation that in case of 1 project, 10 marks will be given (Page 37). Please clarify</p>	No	<p>For giving marks we have specifically mentioned the criteria of "Experience with running similar Leadership Development Program (ongoing / completed within the last 5 years) with Public sector banks/ Private sector banks / Public sector organizations /NBFCs (with minimum staff strength of 10000 employees), in India. Only programs with duration of 12 months or above with minimum batch size of 30 participants shall be considered for the purpose of evaluation." However one can become eligible as per the criteria mentioned in Page 113,114 of the RFP document.</p>
3	48	<p>4. Coaching the Incumbents during the 12 month Learning Journey: Schedule mutually agreed between Bank and selected bidder to Deliver 4 coaching sessions per participant, administered at 3-months interval for all identified 400 employees. Of the 4 sessions, minimum of 2 sessions to be 1-on-1 and balance may be group coaching in small groups of 3-4</p>	<p>What will be the mode of Coaching sessions for 1-on-1 and group coaching sessions (Virtual or Physical) ?</p>	No	<p>Virtual/Physical as per the bidders preference. Bidder can present their approach in presentation session.</p>

		participants to enable peer learning.			
4	55	6) Human Resource Requirements Bidders may provide details of infrastructure at their premises for conduct of Leadership development program.	Clarity required on what type of Infrastructure is required to conduct the program at Bidder's location in Chennai? Is there a specific requirement regarding no of rooms or space needed to conduct the program ?	No	Infrastructure includes- premises for conducting classroom training, Technical Support for e-Learning and any other requirement which shall be needed for delivering the program.
5	45	The bidder is also expected to: Conduct Psychometric / Cognitive Tests for identifying the target group of 400 participants through a detailed Assessment & Development Centre (AC/DC).	1. What is the total count of participants ? 2. How many participants need to go through the Psychometric test 3. Need more clarity in this sentence as both Psychometric Test and AC/DC are mentioned .	No	The list of 400 shall be identified from a total of approximately 1000 employees who shall undergo the Psychometric / Cognitive Tests through a detailed Assessment & Development Centre (AC/DC).The list shall be shared in due course.
6	32	Point 9.7 and 9.8 9.7 The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz., diagnosis, designing/ development and delivery of	Both points are looking similar. What is the key difference in both the requirements ?	No	Point No. 9.7 of the RFP refers to completed while Point No. 9.8 of the RFP refers to ongoing projects.

	<p> programs for Senior and Key Managerial positions in PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India during the last 5 years. 9.8 The bidder should have also been engaged in similar program in any PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of BFSI sector in India during the last 5 years. Due weightage will be given if similar leadership development program is conducted for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India as shown in the technical evaluation sheet (Annexure XIII). </p>			
--	--	--	--	--

7	32	<p>Eligibility Criteria</p> <p>The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz., diagnosis, designing/development and delivery of programs for Senior and Key Managerial positions in PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India during the last 5 years.</p>	<p>We would like to clarify if “ongoing” projects will be considered for the eligibility criteria. Given the evaluation criteria factors for ongoing projects, we would like to request for the same to be considered for eligibility criteria as well.</p>	No	Yes
8	37	<p>Project manager: Minimum 5 years of experience in the relevant field with minimum 01 ongoing / completed LDPs with organization more than 10000 employees the last 5 years.</p> <p>08 marks: 05 or more LDP 06 marks: 3 or 4 LDP 03 marks: 1 or 2 LDP 0 marks: Less than 1 LDP</p>	<p>We have well experienced professionals who can perform this program with excellence, and have seen typically Managers with experience of 3 or more programs can help drive the same. Hence, request to update the scoring criteria as below:</p> <p>08 marks: 03 or more LDP 04 marks: 1 or 2 LDP 0 marks: Less than 1 LDP</p>	No	Please adhere to RFP terms
9	45-46	<p>1. Design & Scope</p>	<p>Request to please clarify the timelines of the different phases of the project.</p>	No	All four phases mentioned in the RFP document needs to be completed within one year. Bidders may propose timeline

					structure as per their approach during the Presentation	
10	31 84	Eligibility Experience	Criteria	We have signed confidentiality agreements with our clients that limit our ability to disclose purchase order/ work orders & acceptance letters, engagement letters/agreements, etc. While we shall be happy to disclose the same where we are legally permitted to, we request you to accept the certificate with a brief description of our client (without disclosing their names), the nature of services we performed for them, the duration of the project and a tentative contract value duly attested by CA.	No	Please adhere to RFP terms
11	48; 78	Intellectual property (IP) transfer to Bank		Under the IP clause, we propose to add language that allows us to retain the pre-existing and underlying intellectual property to the extent embedded in the deliverables. We shall provide a non-exclusive, non-transferable, non-sub-licensable, fully paid right to the Bank to use and copy any of the pre-existing IP forming part of the deliverables, so as to enable the Bank to use the deliverables internally, in accordance with the Contract. We shall also retain the ownership of any IP we develop while working for the Bank, whether or not incorporated into the	No	Please adhere to RFP terms

			<p>deliverables. This is especially true for any IP that could be considered an 'enhancement' to our pre-existing IP. Any IP of any third party shall continue to vest with the third party, unless otherwise agreed.</p> <p>We shall not preclude the Bank from sharing the deliverables with any third parties, however, we request the Bank to ensure that such third parties sign our standard non-reliance letter before the Bank shares such deliverables and any third-party having access to the report or presentation may use it on a non-reliance basis. This would protect us from risks of third-party claims based on reliance on our deliverables, which are prepared only for the Bank. We are unable to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe duty of care towards the third party.</p>		
12	54; 58; 81	Penalty/ Liquidated Damages (LD)	We suggest deleting these clauses in entirety. We will pay actual damages as determined by a court and suggest removing a pre-agreed liquidated damages/ penalty from the Contract.	No	Please adhere to RFP terms
13	56; 66	Contract Period; Termination for Convenience; Termination for Default	We suggest that the right to terminate for default and convenience be mutual for both parties. Any termination for default of the Contract should only be for a material	No	Please adhere to RFP terms

			breach by the other party. Also, in case of any termination, (i) we should be paid for the services performed up till the date of termination; (ii) we should not be commercially liable for any costs/ damages incurred by the Bank.		
14	56	Human Resource Requirements 1. Substitution of Key Staff Identified for the Assignment:	“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 Successful Bidder during the course of the assignment pursuant to this RFP.” - We propose removal of this clause	No	Please adhere to RFP terms
15	57	Contract Period commercial price mutually agreed but not exceeding 15% of the present cost	Please clarify if this refers to 115% of the present cost instead of 15%	No	Yes, it refers to 115 % which is 15% incremental to the present cost
16	58	Liquidated Damages (LD)	b) Notwithstanding what so ever stated in para SLA, if the selected Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per Bank’s satisfaction, then the Bank can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Bidder inter-alia by invoking the performance guarantee. - We propose removal of this clause	No	Please adhere to RFP terms

17	59	Limitation of Liability	<p>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.</p> <p>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.</p> <p>In light of the commercially acceptable industry practice, we would like to clarify that under no circumstances should either party be liable to the other for any indirect, consequential, punitive, or other special damages.</p>	No	Please adhere to RFP terms
18	60; 61; 37; 107	Indemnity Clause; Patent Rights	<p>We can agree to indemnifying only for losses that arise from third party claims for intellectual property rights' infringement (except patents which are not applicable to the scope of work). All direct claims or any other third-party claims can and should be litigated (or otherwise resolved) between the parties via the courts or other agreed processes.</p>	No	Please adhere to RFP terms

19	65, 66	Termination; Exit clause	<p>We suggest that any exit/ termination under the Contract should be only where there is an insolvency event or a material breach, therefore, we suggest removing section C under 2.11 (Termination for Convenience). Further, the right to terminate for default under section A should be mutual for both parties. We suggest that sections D under 2.11 (Termination for Other Actions) and E under 2.11 (Termination for Violation of Integrity Pact) can be covered under section A under 2.11, therefore, should be read together.</p> <p>We suggest removing the clauses regarding recovering excess cost/ expenses- since the Contract may be cancelled for reasons not solely attributable to us. Further, we suggest clarifying that in case of any kind of termination, we shall be paid for the services performed up till the date of termination.</p>	No	Please adhere to RFP terms
20	66	Termination for Convenience	We propose that either of the Party may be able terminate the contract.	No	Please adhere to RFP terms

21	68; 79	Confidentiality	<p>In the Contract, we propose to mutually define 'Confidential Information' and to add mutual confidentiality obligations for both parties. Further, in order to be compliant with any legal or tax orders, we request that we be allowed to retain the copies of the reports or deliverables submitted by us as evidence of the work completed by us under the Contract. Any such information retained shall continue to be held in confidence as per the confidentiality terms of the Contract. Also, kindly note we already have appropriate confidentiality undertakings with all our employees.</p>	No	Please adhere to RFP terms
22	79; 80	No publicity	<p>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.</p>	No	Please adhere to RFP terms

23	79; 80	Conflict of Interest	We would like to clarify that providing similar services to other clients, including to any competitors of the Bank, should not be deemed as a conflict, provided that we shall always abide by the confidentiality obligations in the Contract.	No	Please adhere to RFP terms
24	96	Pre-Contract Integrity Pact	<ol style="list-style-type: none"> 1. We suggest removing section 4 and any damages should be subject to the dispute resolution process. 2. We suggest removing section 10 and the right to examination/ audit. 	No	Please adhere to RFP terms
25	NA	Others	<p>Please clarify / provide further information across below points-</p> <ol style="list-style-type: none"> 1. All leadership programs under the scope will be conducted at the bank's training system locations. 2. Traveling cost & other logistics-related costs for participants will be borne by the bank. 	No	Please adhere to RFP terms
26	32	The bidder should have also been engaged in similar program in any PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of BFSI sector in India during the last 5 years. Due weightage will be given if similar leadership development program is conducted for PSBs/ Private Banks/ NBFC's /Insurance Co. and	<p>The Annexure XIII mentioned in this clause of eligibility criteria is the "Bid security letter" and hence our understanding is that this is not applicable to the said clause.</p> <p>Kindly confirm our understanding</p>	No	For point 9.8 Page 32 Annexure XIII may be read as Annexure XI of the RFP document.

		Regulators of BFSI sector in India as shown in the technical evaluation sheet (Annexure XIII)			
27	32	The Bidder should have a dedicated team of adequate professionals having domain experience to handle similar leadership development programs who have successfully completed at least five similar programs for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India. Due weightage will be given if at least one such organization is a PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of Regulators of BFSI sector during the last 5 years as shown in the technical evaluation sheet (Annexure XIII)	The Annexure XIII mentioned in this clause of eligibility criteria is the "Bid security letter" and hence our understanding is that this is not applicable to the said clause. Kindly confirm our understanding	No	For Point 9.9 Annexure XIII may be read as Annexure XI of the RFP document.
28	32	9.7 The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz.,	What is the difference in the case examples to be furnished in these 2 clauses of the eligibility criteria? Our understanding is that the same set of case examples will satisfy both criteria's	No	Point No. 9.7 refers to completed while Point No. 9.8 refers to ongoing projects.

		<p>diagnosis, designing/ development and delivery of programs for Senior and Key Managerial positions in PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India during the last 5 years</p> <p>9.8 The bidder should have also been engaged in similar program in any PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of BFSI sector in India during the last 5 years. Due weightage will be given if similar leadership development program is conducted for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India as shown in the technical evaluation sheet (Annexure XIII)</p>	Kindly confirm our understanding		
29	32	<p>The Bidder should have in-house capability to take up the assignment on their own. Joint or collative bids will not be accepted. However, over and above their own staff on roll, the Selected Bidder may engage Subject Matter Experts/ Professionals/ Academicians/ Industry Advisors etc. to handle the project related</p>	<p>Kindly confirm if the required evidence is as per Annexure XX (Format for Curriculum Vitae (CV) of the Professionals to be involved in the Leadership Development Project)</p>	No	Yes

		work, and such experts should be available till conclusion of the Bank's project. Bidder to produce the details of such people to be engaged along with relevant evidence as per the annexures to this RFP.			
30	32	<p>9.7 The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz., diagnosis, designing/development and delivery of programs for Senior and Key Managerial positions in PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India during the last 5 years</p> <p>9.8 The bidder should have also been engaged in similar program in any PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of BFSI sector in India during the last 5 years. Due weightage will be given if similar leadership development program is conducted for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India</p>	The work order/certificate from client that are required to be furnished here do these need to be recently issued or is it ok if these are dated i.e. issued by client at the time of project completion	No	The Project Completion Certificate issued by the Client can be issued recently or issued at the time of project completion. Both are acceptable.

		as shown in the technical evaluation sheet (Annexure XIII)			
31	32 & 114	<p>9.9: The Bidder should have a dedicated team of adequate professionals having domain experience to handle similar leadership development programs who have successfully completed at least five similar programs for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India. Due weightage will be given if at least one such organization is a PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of Regulators of BFSI sector during the last 5 years as shown in the technical evaluation sheet (Annexure XIII)</p> <p>Annexure IX (point 9): The Bidder should have a dedicated team of adequate professionals having domain experience to handle similar leadership development programs who have successful completed at least two similar</p>	<p>The eligibility criteria clause 9.9 mentions the bidder should have team of dedicated professionals who have completed at least 5 similar programs whereas the Checklist for RFP in Annexure IX mentions that the professionals should have completed at least 2 similar programs.</p> <p>Kindly confirm which criteria needs to be adhered to</p>	No	<p>Eligibility criteria for Bidders is a team of dedicated professionals who have completed at least 5 similar programs while Annexure IX (Page 114, Point -9) of the RFP document talks about the experience of the professions who shall be conducting the Program.</p>

		programs for any of the leading and reputed organization			
32	32 & 114	<p>9.9: The Bidder should have a dedicated team of adequate professionals having domain experience to handle similar leadership development programs who have successfully completed at least five similar programs for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India. Due weightage will be given if at least one such organization is a PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of Regulators of BFSI sector during the last 5 years as shown in the technical evaluation sheet (Annexure XIII)</p> <p>Annexure IX (point 9): The Bidder should have a dedicated team of adequate professionals having domain experience to handle similar leadership development programs who have successful completed at least two similar programs for any of the leading and reputed organization.</p>	<p>The eligibility criteria clause 9.9 mentions the dedicated professionals should have experience in running similar programs for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India whereas the Checklist for RFP in Annexure IX mentions that the dedicated professionals should have experience in running similar programs for any leading & reputed organization.</p> <p>Kindly confirm if global examples can also be furnished & if example beyond the financial services clients can be furnished</p>	No	No. Only projects done in India shall be considered.

33	32 & 114	<p>9.7 The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz., diagnosis, designing/ development and delivery of programs for Senior and Key Managerial positions in PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India during the last 5 years</p> <p>9.8 The bidder should have also been engaged in similar program in any PSBs/ Private Banks/NBFC/Insurance Co. and Regulators of BFSI sector in India during the last 5 years. Due weightage will be given if similar leadership development program is conducted for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector in India as shown in the technical evaluation sheet (Annexure XIII)</p> <p>Annexure IX (point 7): The Bidder should have successfully completed minimum five similar Capability Building Programs</p>	<p>Clause 9.7 & 9.8 mention that only similar programs done with financial services clients should be furnished as examples for credentials whereas in the Checklist for RFP (Annexure IX, point 7) it is mentioned that the bidder should have completed such programs for any leading & reputed organization in India.</p> <p>Kindly confirm if case examples for similar programs done with non-financial services clients can be furnished</p>	No	<p>No. only programs done for PSBs/ Private Banks/ NBFC's /Insurance Co. and Regulators of BFSI sector shall be considered.</p>
----	----------	---	--	----	---

		<p>containing multiple development interventions viz., diagnosis, designing/development and delivery of programs for Senior and Key Managerial positions in any leading and reputed Organization in India during the last 5 years.</p>			
--	--	--	--	--	--

34	33	<p>Bidders are required to provide duly authenticated supporting documents like company's MOA, AOA, Certificate of incorporation, certificate of business commencement, audited balance sheet, P&L account statement, GST returns, purchase order/ work orders & acceptance letters, engagement letters/agreements, work experience certificate (Annexure XI), testimonials, etc. The documents are required to be signed by the authorized signatory of the company with the official seal/stamp. Bidders are not barred from producing any additional evidences or testimonials other than the ones asked for in this RFP which may be relevant to the project.</p>	<p>Our understanding is that any of engagement letters/agreements/ client reference letters can be inserted as proof?</p> <p>Is our understanding correct?</p>	No	Yes.
35	36 & 37	<p>Experience with running similar Leadership Development Program (ongoing / completed within the last 5 years) with Public sector banks/ Private sector banks / Public sector organizations /NBFCs (with minimum staff strength of 10000 employees), in India. Only programs with duration of 12 months or above</p>	<p>Request for criteria to be relaxed from 5 to 7 years as the COVID pandemic washed out 2 years and a lot of leadership programs were put on hold</p>	No	Please adhere to RFP terms

		with minimum batch size of 30 participants shall be considered for the purpose of evaluation.			
36	36 & 37	Experience with running similar Leadership Development Program (ongoing / completed within the last 5 years) with Public sector banks/ Private sector banks / Public sector organizations /NBFCs (with minimum staff strength of 10000 employees), in India. Only programs with duration of 12 months or above with minimum batch size of 30 participants shall be considered for the purpose of evaluation	Request for criteria to be relaxed to include non BFSI case examples as learnings from these programs can be cross leveraged	No	Please adhere to RFP terms
37	36 & 37	Experience with running similar Leadership Development Program (ongoing / completed within the last 5 years) with Public sector banks/ Private sector banks / Public sector organizations /NBFCs (with minimum staff strength of 10000 employees), in India. Only programs with	Request for criteria to be relaxed to include case examples of duration 9 months as the program construct across the two time periods is broadly the same and the exact duration depends upon no. of participants	No	Please adhere to RFP terms

		duration of 12 months or above with minimum batch size of 30 participants shall be considered for the purpose of evaluation			
38	44	360-Degree survey to be deployed on the Bank's in-house digital platform with clear identification of responders from the individual's ecosystem.	Our assumption is that bank's in house systems will have the capabilities to execute a large scale feedback system. Is our understanding correct?	No	The Bank's in house system do have the capabilities as per RFP.
39	44	3d: Personalized individual reports to be provided to each incumbent, clearly highlighting assessment approach, assessment results as competency wise scores, individual strengths, areas for improvement, and recommended development actions as an Individual Development Plan (IDP). 3f: Post assessment, to provide insights to management into the employees' strengths, areas for improvement, and their fit for leadership role	Kindly confirm whether these 360 survey reports will form a part of the formal employee evaluation. Our understanding is that all decision making pertaining to final employee rating will solely be the decision of the bank, kindly confirm	No	This shall form part of the final evaluation.

40	44	Ensure that all reports maintain confidentiality and comply with relevant data protection and privacy regulations	Our understanding is that the Bank will obtain independent legal advice to confirm that the 360 reports comply with relevant data protection and privacy regulations; kindly confirm our understanding	No	No. The Bidder has to ensure this.
41	44,47	3b: 360-Degree survey to be deployed on the Bank's in-house digital platform with clear identification of responders from the individual's ecosystem 3g: Define mechanism for integration of 360-Degree data with existing Performance Management System (PMS) Phase 3, Para 1: Bidder will define the detailed requirements for technology interfaces to support the learning journey as per existing Peoplesoft Learning Management system used in Bank	Kindly confirm whether deployment of 360 survey and integration of data with PMS will involve technology deliverables (delivery of code or software, cloud solutions) too from the bidder. Our understanding is the mechanism/framework for integration will suffice, kindly confirm	No	The bidder shall be responsible for floating the survey with the support of the Bank Officials.
42	47	Bidder will define the detailed requirements for technology interfaces to support the learning journey as per existing Peoplesoft Learning Management system used in Bank	Kindly confirm what constitutes the "detailed requirement for technology interfaces"; will it include delivery of a detailed architecture and/or detailed tech stack design which can be individually implemented by the bank (or third party engaged by the bank) without further validation.	No	Detailed requirement for technology interface entails any technical requirement that shall be needed for supporting the Leadership Journey.

43	48, 51 & 62	Intellectual property (IP) transfer to Bank	<p>Kindly note our point of view on the transfer of IP to the Bank and subsequent request to add a new clause (in italics at the end)</p> <p>As a result of extensive knowledge-building efforts, and in the course of serving clients, we gain a broad base of knowledge about various industries, and we use, improve and develop conceptual frameworks, approaches, generic industry perspectives, and other ways of thinking about issues and opportunities relevant to those industries. These problem-solving tools do not contain the confidential information of any particular company, and we bring them to each new engagement and continue to build and expand on them in each engagement. We are able to use these problem-solving tools to serve our clients because we have retained ownership of them.</p> <p>We are happy to license our intellectual property to clients as appropriate, including our pre-existing intellectual property where necessary, provided it is used for the client's internal use. We do ask that such intellectual property is not sub-licensed to a third party without our consent. Subject to our ownership of our tools and any improvements to them, we</p>	No	Please adhere to RFP terms
----	-------------	---	--	----	----------------------------

			<p>agree that clients will own all of the materials we give to them in the course of providing our services. In the event external use of the content of such materials is contemplated references to bidder should be removed and clients should make no attribution to bidder without our prior written consent.</p> <p>We respect the intellectual property rights of third parties and highly value our relationships with our own data sources. We therefore ensure that we have all appropriate licenses in place with external data providers to enable us to use such information in connection with our consulting services to clients.</p> <p>Effective client service usually requires our access to our clients' confidential information. We recognize that clients entrust such information to us with the expectation that we handle it carefully and professionally. We are committed to meeting the highest professional standards in protecting such confidential information. Accordingly, we will never disclose client confidential information, materials that we develop from client confidential sources, or information that we believe conveys significant competitive</p>		
--	--	--	--	--	--

			<p> advantage, to anyone outside our firm without the relevant client's prior consent, except in the unusual circumstance when we are legally compelled to do so. Furthermore, we only use such client confidential information in connection with consulting services for that client. Among these responsibilities is the vigorous protection of confidential client information. In addition, all bidder consultants are asked to acknowledge their understanding of this responsibility by signing a "Proprietary and Confidential Information Agreement". </p> <p> We aspire to a relationship based on trust and confidence and we welcome the opportunity to discuss any areas of particular sensitivity you may have regarding our approach to intellectual property and the handling of confidential client information. We would like to define more precisely in our agreements the intellectual property rights and accordingly, we request to add the following new relevant clause:- </p> <p> <i>“Upon payment in full of Consultant's fees, the Client will own all reports and other deliverables prepared for and furnished to the Client by Consultant in connection with</i> </p>		
--	--	--	--	--	--

			<p> <i>the Services (the “Deliverables”), notwithstanding the foregoing, Consultant retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the “Consultant’s Tools”), it being understood that none of the Consultant’s Tools will contain Bank’s Confidential Information. To the extent the deliverables include any Consultant’s Tools, the Consultant hereby grants Bank a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Consultant’s Tools solely as part of the deliverables and subject to the above limitations herein on disclosure of Consultant materials and publicity. The Bank agrees that, without Consultant’s prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Consultant Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Consultant Tool or Deliverables.”</i> </p>		
--	--	--	---	--	--

44	50	Administer assessments at the beginning of the program to establish a baseline score for each participant	Our understanding is that assessments done as part of initial AC/ DC would suffice as the baseline score. Is this correct?	No	The clause pertains to pre-assessment before the leadership journey and should be a more detailed one, focusing on the current Leadership capabilities and analysing the gap.
45	51	Train-the-Trainer: Selected bidder to arrange the training program for capability building under train the trainer program for minimum 20 designated/ identified faculty members/officers in the bank which in-turn can handle such program in future for internal trainings in the Bank. The Selected Bidder shall issue certificates to train-the-trainer participants.	These certificates would be signed by relevant senior authorities of the bank. Is our understanding correct?	No	The Certificate shall be given by the selected bidder.
46	53	Payment terms and timelines	Phases are defined under Scope of Work (across Pg 42-52) along with payment timelines for each of the phases (Pg 53). However, timelines for any of the phases have not been shared – pls let us know the indicative timelines for each of the phases?	No	The exact timeline shall be informed in the contract that shall be signed with the selected bidder.

47	55	<p>Bidders may provide details of infrastructure at their premises for conduct of Leadership development program. Bank may choose to conduct part or full program at successful bidder premises based on its preference. Bank will provide the working space/sitting arrangements without any travelling or lodging and boarding facilities. Other logistics have to be taken care by the selected bidder</p>	<p>Assuming 400 participants will be distributed pan India, decision on venue for all in-person interventions would be helpful; request you to kindly confirm preferred location [bank/bidder location]</p>	No	<p>This cannot be provided at this juncture.</p>
48	56	<p>The selected Bidder is expected to complete the entire period of assignment for 1st Batches within a period of 1 year, as mentioned in the scope of work</p>	<p>Phases 1 and 2 involve assessment and design of the program, post which the actual programme is expected to run for 12 months. We anticipate phase 1 and 2 to be ~3 months; hence contract duration should be extended by 3 months to cover all phases</p>	No	<p>Please adhere to RFP terms</p>

49	59	Limitation of liability	<p>Request to please add the following provision to the clause:</p> <p><i>The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. Bidder does not supplant the Bank's management or other decision-making bodies and does not guarantee results. The Bank remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules and regulations.</i></p>	No	Please adhere to RFP terms
50	66	Termination for default	<p>We request you to kindly add the below clause:</p> <p><i>The Consultant shall be entitled to terminate the contract should the Bank fail to make payments in respect of invoices raised 30 days after such invoices are due and payable. Further, the Consultant shall be entitled to terminate the contract should it become unlawful for the Consultant to render services to the Bank.</i></p>	No	Please adhere to RFP terms
51	70 & 80	Use of Contract Documents and Information & Publicity	<p>We request to please add this point in respect of publicity:</p> <p><i>Consultant's work for the Client is</i></p>	No	Please adhere to RFP terms

			<p><i>confidential and for the Client's internal use only. Consultant will not disclose the Deliverables to any third parties without the Client's prior written permission. Similarly, the Bank agrees that it will not disclose any materials or information that Consultant furnishes to the Bank, including the Deliverables, to any third parties without Consultant's prior written permission. Each party further agrees not to use the other party's name or trademarks in any communication with any third party without the other party's prior written permission.</i></p>		
52	76	Representations and Warranties	<p>We would request to add a knowledge qualifier in the representations and warranties</p> <p>To state the 'To the best of its knowledge' in the start of each provision.</p>	No	Please adhere to RFP terms

53	80	Conflict of interest	<p>Request to add the following provision:</p> <p><i>It is Consultant's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising Consultant's professional responsibility to maintain the confidentiality of client information.</i></p>	No	Please adhere to RFP terms
54	80	<p>Solicitation of employees : The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.</p>	<p>Request you to please help in addition of the following clause:</p> <p><i>However, this restriction should not apply if the employee of the Bank respond to the general solicitation for employment published by the Bidder or in case the employee directly applies for the Bidders position without any solicitation by the Bidder.</i></p>	No	Please adhere to RFP terms

55	81	<p>Substitution of team members: 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 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.</p>	<p>Request to delete this requirement including the penalty of 10% of contract price. We are committed in providing you with the professional service as required under the agreement regardless of the change in the key staff.</p>	No	Please adhere to RFP terms
----	----	---	--	----	----------------------------

56	92	Contract form	Our understanding is that these 3 annexures only need to be submitted by the successful/selected bidder post bid submission and is not to be included in the RFP response to be submitted by 10th July Kindly confirm our understanding	No	Yes. Annexure III as per RFP to be submitted only by the successful bidder.
57	94	Performance security format	Our understanding is that these 3 annexures only need to be submitted by the successful/selected bidder post bid submission and is not to be included in the RFP response to be submitted by 10th July Kindly confirm our understanding	No	Yes Annexure IV as per RFP needs to be submitted only by successful bidder.
58	103	Non-Disclosure Agreement	Our understanding is that these 3 annexures only need to be submitted by the successful/selected bidder post bid submission and is not to be included in the RFP response to be submitted by 10th July Kindly confirm our understanding	No	Yes Annexure VI as per RFP is to be submitted only by the selected bidder.
59	114	Point 7: The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz., diagnosis, designing/development and delivery of programs for Senior and Key Managerial	Kindly confirm if work order refers to the agreement signed between the 2 parties (bidder & its customer)	No	Work Order need not necessarily be the agreement, it can also be a letter from the client organization detailing the scope of work.

		<p>positions in any leading and reputed Organization in India during the last 5 years. Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted</p> <p>Point 8: The bidder should have also been engaged in similar program in any PSBs/ Private Banks / NBFC / Insurance Co. and Regulators of BFSI sector during the last 5 years. Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted</p>			
60	114	<p>Point 7: The Bidder should have successfully completed minimum five similar Capability Building Programs containing multiple development interventions viz., diagnosis, designing/development and delivery of programs for Senior and Key Managerial positions in any leading and reputed Organization in India during the last 5 years. Work order/certificate from client clearly indicating the scope,</p>	<p>Request for criteria to be relaxed to include self-certification/CA certification as proof of work done in similar programs</p>	No	Please adhere to RFP terms

		<p>duration and completion of engagement is to be submitted</p> <p>Point 8: The bidder should have also been engaged in similar program in any PSBs/ Private Banks / NBFC / Insurance Co. and Regulators of BFSI sector during the last 5 years. Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted</p>			
61	7	<p>Last Date of Submission/ Closing Date in Online & Offline Mode (10.07.2024 at 03:00 PM IST for both online bid and offline document submissions)</p>	<p>We request your office to kindly review the submission deadline and kindly extend the same by another 15 days, to 25th July 2024.</p> <p>This would only help us get the required time, after receiving the pre-bid query - responses, in completing all internal processes and approvals and to prepare a comprehensive proposal</p>	No	Please adhere to RFP terms
62	32	<p>The Bidder should have in-house capability to take up the assignment on their own. Joint or collative bids will not be accepted</p>	<p>We request you to allow bidders to augment their expertise at select areas through Joint or Collative bidding, while the accountability and ownership of the contract may remain with the Primary Bidder</p>	No	Please adhere to RFP terms (Page 57, Point No. 8)

63	36	Experience with running similar Leadership Development Program (ongoing / completed within the last 5 years) with Public sector banks/ Private sector banks / Public sector organizations /NBFCs (with minimum staff strength of 10000 employees), in India.	We request Indian Bank to reduce the minimum staff strength of organizations from 10,000 to 5000 employees, for Technical Evaluation of the bidder, in experience with running similar Leadership Development Programs	No	Please adhere to RFP terms
64	36	Experience with running similar Leadership Development Program (ongoing / completed within the last 5 years) with Public sector banks/ Private sector banks / Public sector organizations /NBFCs (with minimum staff strength of 10000 employees), in India.	We request you to kindly allow us to use large and flagship Private sector business house credentials not limited to just Private sector banks	No	Please adhere to RFP terms
65	44, 45	<p>"360-Degree survey to be deployed on the Bank's in-house digital platform with clear identification of responders from the individual's ecosystem."</p> <p>"Define mechanism for integration of 360-Degree data with existing Performance Management System (PMS)."</p>	<p>Does this mean that there is an inhouse survey platform with the bank which is to be used for filling the survey?</p> <p>If above is not the case, It would be helpful if bank could elaborate on the objectives of integrating 360 degree platform with PMS. Typically it will be a cloud based survey, not integrated with Indian Bank IT systems.</p>	No	Survey shall be floated through inhouse portal.

66	41	Leadership Development Program for scale IV, V and VI.	What is the headcount of total officers in scale 4,5,6? Does 400 cover all officers or a select portion? If so, would the consultant be expected to recommend criteria to select top 400 officers?	No	1. Total Headcount is approx 2300. 2. 400 covers only select Officers. 3. The list of 400 shall be identified by Bank from a total of approximately 1000 employees who shall undergo the Psychometric / Cognitive Tests through a detailed Assessment & Development Centre (AC/DC).
67	32	In case of the Bidder is a Premier institution, it should either be in the list of top 10 academic institutions in India as per ranking for management schools 2023 by NIRF, Ministry of Human Resources and Development, Govt of India or in the top 100 of the latest ranking for MBA 2024 by Financial Times.	Please Clarify	No	Please adhere to RFP terms
68	83	Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption from Cost of Bid document.	Please Clarify	No	Relevant Certificate to be provided if the bidder falls under Micro/Small Units under MSE/NSIC