

Date: - 14.10.2022

RESPONSE TO PRE BID QUERIES: REQUEST FOR PROPOSAL (RFP) for ENGAGEMENT OF EXTERNAL CONSULTANT FOR HUMAN RESOURCES TRANSFORMATION OF PUNJAB NATIONAL BANK

Sr. No.	RFP Document Reference - Section	Page No.	Content of RFP requiring clarification	Bidder's Query	Response of Punjab National Bank
1	3.2	15	Total Security Deposit	Is submission of EMD mandatory or a Bid Security Declaration will be enough?	Submission of EMD is mandatory as per extant guidelines.
2	4.1, Year 1	17	Phase 1: Conduct Gap analysis of Bank's current PMS & HR related system	Which HRMS solution is currently used at PNB?	Bank is currently using PeopleSoft HRMS solution.
3	4.1, Year 1	17	Phase 1: Conduct Gap analysis of Bank's current PMS & HR related system	Does Bank Intend to continue using any of the modules in future or entirely replace the HRMS?	Bank intends to continue the existing HRMS, along with developing a new HR platform containing modules as specified in RFP document.
4	4.1, Year 1	17	Phase 1: Conduct Gap analysis of Bank's current PMS & HR related system	Is payroll module included in the scope for the assignment?	Please be guided as per the RFP.
5	4.1, 5.2.3	17-34, 42, 78	Scope of Work & Commercial Bid	The Commercial Bid is required to be submitted for 1 year, whereas the timeline for the project as mentioned in 'Scope of work' is for 3 years. Kindly clarify.	Please be guided as per the RFP.
6	4.1, Year 1	18	Phase 2: Design and development of HR Tools and process/activities.	The Bank already has PMS and HR system which can be augmented to cover all the functionalities/tools that the RFP has intended for. We would request bank to provide clarity on the need of building new HR platform/tool from the scratch.	Considering the scope of this RFP, a separate HR platform best in the Industry is required to be developed.

7	4.1, Year 1, Module 2	19	Design tool for Business intelligence (internal and external) driven target setting. Define scientific target setting mechanism linked to KRAs/KPIs/KCOs allocated, potential & performance of the location/scope of business/thrust areas. Mechanism to leverage historic, actual data & market information to generate insights on target allocation.	What is an example of market data in the tool envisaged to gather? Will this data be made available by PNB?	External market data viz. performance of other Banks in command area of branch/District/State, business potential in the command area etc. is expected to be provided by the bidder.
8	4.1, Year 1, Module 8	23	Competency and Leadership Development Tool – Consultant to onboard vendor for conducting leadership development program. Vendor must be having expertise of providing coaching in the area of leadership development.	Can these activities be done directly by consultant?	Please be guided as per the RFP.
9	4.1, Year 1, Module 8	23	Competency and Leadership Development Tool	What will be the target group for the Leadership Development Program	Please be guided as per the RFP.
10	4.1, Year 1, Module 8	23	Competency and Leadership Development Tool	Will the costing of Leadership Development Program be done on per unit cost basis?	Please be guided as per the RFP.
11	4.1, Year 2, point no.(n)	32	Manpower Audit - Consultant shall arrange manpower audit from a	Will this be a separate RFP that consultant will float? Does the cost for manpower audit needs to be built in the overall consulting cost	Please be guided as per the RFP.

			reputed audit firm. Manpower audit shall cover the audit of manpower assessed through newly developed Manpower tools in addition to the actual manpower deployment in the Bank.		
12	4.4	37	Commitment of Resources	Will the Consultant be also responsible for maintenance of the developed tools?	Please be guided as per the RFP.
13	5.1(2) and 6.2(xiv)	38 and 51	Bidder should have an experience of at least 1 completed assignment in last 5 years in the nature of a comprehensive HR Transformation / HR related projects as indicated in the scope of work *The experience should be in a Public Sector Bank /Private Sector Bank/ BFSI with having minimum 1000 Branches in India & having total business from Indian Operations > Rupees 1 Lakh Crores as on Bid Submission Date or Public Sector Enterprise with pan India presence or employee size of 25000 having total business from Indian Operations >	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them. 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.	Please be guided as per the RFP.

			Rupees 1 Lakh Crores as on Bid Submission Date"		
14	5.1(5) and 5.2.3	39 and 43	Eligibility Criteria/ Bidding process	The 5th point of Eligibility Criteria (5.1) states that the Bidder Blacklisted & Debarred certificate to be submitted can be Self certified. However, the 9th point of Bidding Process (5.2.3) mentions that the Bidder Blacklisted & Debarred certificate should be certified by the Statutory Auditor. Request you to accept self-certification on bidder's letterhead signed by the authorized signatory.	Please refer Corrigendum 1 dated 14.10.2022
15	5.1, point no.10	40	Eligibility Criteria - Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered	Whether the bidder is allowed to leverage its Group companies' strength in meeting the criterion mentioned under clause 5.1 (without being construed as a consortium)?	Please be guided as per the RFP.
16	5.2.4, Point 3	45 to 47	Technical Bid Evaluation Criteria – Proposed team profile & deployment	(i) Subject Matter Expert(s) & Team Leader: HR transformation, especially in the context of PSBs requires significant context and understanding of specificities. As such, we suggest that while assessing profile of subject matter expert(s) and team leader, Bank should consider giving weight to past programs undertaken by the profile on topics relevant to the scope of the RFP such as transformation of performance management processes, revamp of organization structure, sales force effectiveness, etc. Further, given the nature of consulting industry and our past experience of delivering successful HR transformation programs in similar organizations as PNB, we suggest that the Bank should relax the requirement of overall work experience. We propose the	Please refer Corrigendum 1 dated 14.10.2022.

				<p>following criteria to avoid maximum marks on profile of subject matter expert(s) and team leader:</p> <ul style="list-style-type: none"> - Subject matter experts: >=10 years - Team leader: >=5 years <p>Further, a 2 mark reduction on each of the slabs finalized by the Bank should be done in case the proposed profile does not have experience of running at least 1 large-scale program on topics such as transformation of performance management processes, revamp of organization structure, sales force effectiveness, etc (relevant to the purpose of this RFP) in the last 5 years.</p> <p>(ii) Number of onsite resources: Based on our past experience of delivering successful HR transformation programs in similar organizations as PNB and our thorough assessment of the scope of work prescribed in the RFP, we propose that requirement of no. of onsite resources as per the team deployment plan should be relaxed. Please see below suggested relaxation:</p> <ul style="list-style-type: none"> - <4 onsite resources: 0 mark - 4 onsite resources: 1 mark - 5 onsite resources: 2 marks - 6 onsite resources: 3 marks - 7 onsite resources: 4 marks - 8 or more onsite resources: 5 marks <p>(iii) Educational qualification of Subject Matter Expert(s) and Team Leader: The</p>	
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				nature of the consulting industry requires all firms to hire talent with robust educational background. As such, we suggest that the Bank should reconsider making educational qualification a criterion for differentiation. The Bank should consider re-allocating these marks to ensure suggested profile has past experience relevant to the scope of this RFP.	
17	5.2.4	47	Technical Bid Evaluation Criteria – Evaluation of the Proposed Team	Which colleges/Institutes will be considered as 'Premier'?	Please be guided as per the RFP.
18	6.2 xi and xii and 6.16	51 and 60-61	Intellectual Property Rights	<p>In the final Contract, we suggest amending the IP clause on the following principles:</p> <ul style="list-style-type: none"> (i) Defining Deliverables - We agree to provide the Bank the final versions of the materials, reports and presentations prepared by us for delivery to Bank (the "Deliverables"). (ii) Each party shall retain its pre-existing and underlying intellectual property to the extent embedded in the Deliverables. (iii) The IP and license in any digital/ software deliverables shall be discussed between the parties basis the nature of engagement and deliverables. (iv) In the event any third-party materials or tools or any of our proprietary products are used for the Deliverables or services, the terms and any licensing restrictions thereof shall be agreed at contract award stage. <p>Also, we shall not preclude the Bank from sharing the Deliverables with any third parties,</p>	<p>In respect of pt.no.(i), please refer Corrigendum 1 dated 14.10.2022.</p> <p>In respect of pt.no. (ii), (iii) and (iv), please be guided as per the RFP.</p> <p>Please be guided as per the RFP</p>

				however, we request the Bank to ensure that such third parties sign our standard non-reliance letter before sharing Deliverables and any third-party having access to the report or presentation or Deliverable may use it on a non-reliance basis. This would protect us from risks of third-party claims based on reliance on Deliverables, which are prepared only for the Bank. We are not willing to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe the duty of care towards the third party.	
19	6.10	54	Indemnity	We can agree to indemnifying only for losses that arise from third party claims for intellectual property rights infringement (excluding third-party IPR), gross negligence, or intentional misconduct. 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. We would like to clarify that all our liabilities and indemnification obligations under the Contract shall arise if such claims are attributable to our gross negligence or intentional misconduct. We also suggest indemnity obligations are discussed in detail at the time of SLA award.	Please be guided as per RFP.
20	6.11	56	Restriction on substitution of Team Members and Bank's right to terminate and impose liquidated damages for the same	All key personnel such as program leaders and experts will not be substituted unless out of our control, such as resignation. However, we have a large number of resources at other levels with similar capabilities and we may need to substitute select resources based on our own internal development policies. In any such substitution, we will provide sufficient overlap with equivalent resources, and the services shall continue to be performed as agreed.	Please be guided as per RFP.

				Considering the above, we propose to amend the clauses basis the aforesaid understanding, and (1) subject the Bank's termination right to the termination clause, (2) remove the right to recover payments by the Bank, and (3) remove the provision of liquidated damages in this clause	
21	6.12	56	Background Check	Please note while we ensure complete background verification of our employees at the time of onboarding them, currently police verification is not a part of such checks. Therefore, will request you to kindly waive of the police verification requirement.	Please be guided as per RFP.
22	6.13	56-57	Limitation of Liability	<p>We agree that our aggregate liability for any claims arising under the Contract shall be limited to one time the fees paid for the service that gives rise to the claim.</p> <p>However, in line with the commercially acceptable industry standard, we would also like to call out that neither party should be liable to the other for any indirect, consequential, punitive, or other special damages, since these damages are not directly related to a party's breach, action or failure to act, but instead arise because of some particular circumstance or from attenuated set of consequences. Additionally, we request this capped liability to cover circumstances mentioned in (i) to (viii).</p>	Please be guided as per RFP.

23	6.15	57-60	Confidentiality	<p>We agree to the confidentiality obligations under the clause and propose to make the confidentiality obligations in the Contract mutual for both parties entirely.</p> <p>In order to be compliant with any legal or tax orders, we request that we are allowed to retain the copies of the reports or deliverables submitted by us as evidence of the work completed by us under this Contract, and these copies shall continue to be subjected to the agreed confidentiality obligations.</p> <p>We propose to delete sub-clause vii. However, we understand and agree that the confidential information of the Bank shall be used only for the purpose of the services under the Contract, and not in the interest of any third parties.</p>	<p>Please refer Corrigendum 1 dated 14.10.2022.</p> <p>Please be guided as per RFP.</p> <p>Please be guided as per RFP.</p>
24	6.17	62	Payment Terms	We propose that the payment should be linked to the agreed parameters of the Contract, and not to the Bank's satisfaction, since the same would be subjective and not be quantifiable	Please be guided as per RFP
25	6.17	62	Payment Terms	We propose that the Consultant be allowed to charge interest for invoices that remain unsettled post 30 days from the date of raising the invoice. The same can be mutually agreed at the time of SLA execution with the selected Consultant.	Please be guided as per RFP
26	6.18	62	Audit/Visitorial Rights	While we can agree to limited audit terms, we propose to amend the clause on the understanding that nothing shall obligate us to disclose any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with our business, payroll information, or information or material that constitute, in our opinion, legally	Please be guided as per RFP.

				privileged documents or information that we are bound to maintain as confidential by written obligation to a third party.	
27	6.23	66	Termination	We suggest that any termination under the Contract should be with a notice period under all circumstances, to allow the parties to cure the breach, where possible, and to disengage from the project. Further, the right to terminate should be mutual.	Please refer Corrigendum 1 dated 14.10.2022
28	6.24	66	Privacy and Security Safeguards	As an organization we have our own IT related guidelines and policies and have procedures in place to comply with the same. While we may not be able to develop procedures specific to each client, we do ensure complete confidentiality.	Please be guided as per RFP.
29	6.25	67	Dispute Resolution/Arbitration	While we are okay with this clause, we suggest that for a fair resolution process, any arbitrator is mutually appointed by both the parties or both parties can individually appoint their arbitrators, who in turn can appoint a third arbitrator.	Please be guided as per RFP.
