

Pre-Bid Query Clarification

Sn	RFP	RFP	Existing Clause	Query/Suggestions	Clarification/Response
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1	52	Sr. No 1: Scope of Work: Project Deliverables and detailed scope of work:	APPENDIX-E : SCOPE OF WORK, DELIVERABLES AND TIMELINE	Could you please provide detailed requirements for hiring manpower for Sr. Management/Executive positions, including role details, qualifications, and volume? This will help us align our proposal with the bank's needs.	The RFP is floated for the purpose of emanement of eligible HR Consultaltants. Details of the manpower required will be provided at the time of work project as per the requirement.
2	-	-	-	We are interested to apply for the bid but as a policy, we do not make any kind of deposits. We request you to kindly guide us on the next steps.	No change in RFP terms and conditions. For exemption of EMD and tender fee please refer clause 45 of the RFP.
3			The Bidder should have completed a minimum of 10 assignments specific to recruitment of manpower for Senior management positions and/or Board members, over the last 3 years for large organizations in BFSI Sector/PSU Organizations /Govt. with pan-India presence and with a minimum employee base of 10,000 and/or annual turnover of at least Rs.700 Cr	1.Does "assignments" refer to individual positions filled or overall recruitment projects for a client?	Overall recruitment projects
4				2. Is there a specific format required to document these assignments?	Letters from clients/ Copy of engagement letters/ contracts
5				3. Would copies of client contracts or engagement letters be considered sufficient evidence to meet this criteria?	Yes
6				Scope of Agreement - PERM /TEMP	The scope is generally for contractual positions, but the nature of engagement depends on specific work project

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7				Numbers of hirings	Depends on the Work Project
8				Are there any Transfers	Depends on the Work Project
9				Job roles of the candidates	Depends on the Work Project
10	Pg 21	26	Validity of the Agreement	Bidder also needs to have its right to terminate this agreement. Please have this included in the Clause.	No change in RFP terms & conditions
11	Pg 22	27	Limitation of Laibility	“Project cost” had been mentioned but this RFP document does not define what is Project cost - Please Define Project Cost	Please refer clause 27 (i) of the RFP which clarifies that Project Cost/ Purchase Order will be determined through individual RFQ for different Projects. Further, term Purchase Order Value is defined in RFP.
12	Pg 22	27	Limitation of Laibility	Please note that Bidder’s liability will be calculated to the extent of Project Cost and only when we are clear on the Project Cost, we will be able to advise whose approval is required. Please note that this engagement is going to be for a period of 3 years extendable upto 5 years so you have to derive the project cost in view of the tenure of the engagement. What would be the project cost for 3 years and 5 years respectively.	Please refer clause 27 (i) of the RFP which clarifies that Project Cost/ Purchase Order will be determined through individual RFQ for different Projects. Further, term Purchase Order Value is defined in RFP.
13				Once we get clarity we can arrive on an amount , project cost should be the service fees and should not include other project cost eg salary .	No change in RFP terms and conditions.

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14	Pg 22	27 Sub Clause I	Gross Negligence	needs amendment as they cannot accept Sub-Clause III(b) which is as follows: "(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,"	No change in RFP terms and conditions.
15	Pg 23	29	Delay in Service Providers Performance	Not Acceptable	No change in RFP terms and conditions.
16	Pg 24	30	Service Provider Obligation	Not Acceptable	No change in RFP terms and conditions.
17	Pg 25	32	Liquidated Damage	Not Acceptable	No change in RFP terms and conditions.
18	Pg 31	35	Termination for Default Sub Clause II	Service Provider shall be liable to the Bank for any increase in cost for such similar Services.... – Adverse commercial implication of risk purchase needs BH's approval.	No change in RFP terms and conditions.

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19	pg 31	35 Sub-Clause VI	<p>The existing ServiceProvider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.</p> <p>,,, - There is nothing to give clarity on the transition phase. Please give clarity on how long this transition assistance will be required.</p> <p>As the Clause further says that ".....Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank....". Further this Clause says that ".....If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total respective Purchase Order Value on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee."</p>	<p>The clause is self-explicit on transition requirements. No change in RFP terms and conditions.</p> <p>In the event of failure of Service Provider to render the Services or in the event of termination of Agreement/ respective Purchase Order or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, Bank shall give prior notice to the existing Service Provider. <u>The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement/ respective Purchase Order, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement.</u> If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total respective Purchase Order Value on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.</p>	
20		35 Sub-Clause VI	<p>Transition Period is not mentioned ,penalty is not accepted</p>	<p>The clause is self-explicit on transition requirements. No change in RFP terms and conditions.</p>	

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21	Pg 33	38 Termination for Convenience		Sub-Clause I – Should be made mutual which should be modified as follows: “i. Either party, by written notice of not less than 90 (ninety) days, may terminate the Contract/ respective Purchase Order, in whole or in part, for its convenience.”	No change in RFP terms and conditions.
22	Pg 64	Appendix G	2.2	2.2 should be made mutual as follows: 2.2 This Agreement shall be in force for a period _____ year(s) from Effective Date, unless terminated by either party by notice in writing in accordance with the termination clauses of this Agreement.	No change in RFP terms and conditions.
23	Pg 66	4.2.3	Additional Representation and Warranties b	Not relevant. Should be deleted	No change in RFP terms and conditions.
24	Pg 68	6.2	RESPONSIBILITIES OF SERVICE PROVIDER	What if a deputeo wants to leave? We have come across some recent instances where due to such clauses we are unable to relieve deputees who want to quit and such non issuance of relieving letters have landed us in troubles	Query not clear
25	Pg 71	8.7	INTELLECTUAL PROPERTY RIGHTS	Not relevant. Should be deleted	No change in RFP terms and conditions.

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26	Pg 79	14.3	Limitation of Laibility	14.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-Contractors (if allowed) and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. – This is not acceptable	No change in RFP terms and conditions.
27			Limitation of Laibility iii(f)	damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,- Should be deleted	No change in RFP terms and conditions.
28	Pg 78	12	General Indemnity	– Uncapped Indemnity not acceptable	No change in RFP terms and conditions.

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29	Pg 82	17.2	Termination	Should be modified as :Either Party, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	No change in RFP terms and conditions.
30	Pg 83	18.2.2	CONTINGENCY PLANS & CONTINUITY ARRAN	"Transition Phase" is not defined	The clause is self-explicit on transition requirements. No change in RFP terms and conditions.
31	Pg 87	23.7	MISCELLANEOUS	Following disclaimer needs to be added to protect Bidder's interest: Notwithstanding the foregoing, employees' of either party voluntary seeking recruitment or their responses to general advertisements will not be deemed to be a breach of this covenant	No change in RFP terms and conditions.
32		Appendix M	SERVICE LEVEL AGREEMENT FOR THE WORK	Need clarity on the purpose of this Agreement and how is this different from APPENDIX-G : SERVICE LEVEL AGGREMENT	For the respective work project.
33	Pg 18	16	Presentation	When do we have to give the ppt do we have upload it in the portal or present it f2f /virtually	Present Virtually in case you are shortlisted.

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34	Pg 40	Appendix B	3	The bidder must have a minimum annual turnover in India, of Rs. 25 Crore in the past two years (FY 23 & 24) - we dont have audited sheet for 2024 kindly suggest	The documents listed in Appendix B (Eligibility Criteria) are mandatory.
35	Pg 42	Appendix c		In Technical Bid do we have to write (in detail) the requested details in the tabular format shared or do we have submitt seperate documents on letter head	As per the formats provided in RFP
36	Pg 44	Appendix c		consultant Experience what exactly is requested to mention from the bidder	Please provide the details sought in Appendix C
37			Exhibit III: CURRICULUM VITAE (CV) FOR PRO	Vendor should submit one cv or multiple cvs for each role	The CVs of staff to be assigned to us, in case of empanelment
38			Exhibit V: COMMENTS ON COUNTERPART STA	Please clarify Exhibit 5	The exhibit 5 seeks requiemnts to be given from bank side for assistance in the hiring process.
39				Will there one Vendor or multiple Vendors for each category - Perm /Temp	Depends on the Work Project
40				What is the payment Period - Credit Period	Depends on the Work Project
41			Bank Gaurantee	Should be 10% of Project cost , what is the project cost	Depends on Work Project and Purchase order which may be issued by the Bank in pursuant to RFQ from time to time during the empanelment contract period
42				when to pay EMD and TENDER FEES	Please refer to the RFP terms and conditions.
				We do not provide :	

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43	41	Annexure B- Client references/contact details (Point no 7)	To submit client information as per Appendix J	Confidential information such as our clients' email addresses/contact numbers/value of our work order executed with them.	Shall be determined by the Bank based on eligibility and evaluation criteria of RFP.
44				However, as part of supporting documents for credentials, we can offer a snapshot of the signed work orders (with visible signatures from both bidder and the client). Please let us know if this would meet your requirements?	Shall be determined by the Bank based on eligibility and evaluation criteria of RFP.
45	13	Bid preparation & Submission	To digitally submit the RFP on the portal of e-procurement agency. No mention of submission via hardcopy.	Can you help with a step by step manual to upload the RFP on the portal of e-procurement agency please? This is to ensure there is no last minute hassle.	Please contact e-procurement agency for assistance.
				Please confirm if we have to submit signed & stamped hard copy of the RFP as well along with the digital submission?	No, please upload in the online portal only
				Please note : We've been trying to open the etender.sbi website from past 2 days but unable to fill in the requisite information. The website keeps showing 404 error. Request to kindly look into this matter.	The e-procurement agency has been advised accordingly.

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46	3	13	Performance Security at 10% in form of BG, issued by a Scheduled Commercial bank other than SBI, within the 14 days from the date of awarding project/purchase order is to be submitted by the Consultant. Validity period of the BG should be 180 days from the date of awarding a project. The BG may need to be extended depending on extension of the allotted project.	10% of What ?	Depends on Work Project and Purchase order which may be issued by the Bank in pursuant to RFQ from time to time during the empanelment contract period.
47	35	44 & 45	Non-refundable Tender Fee should be submitted as mentioned in Schedule of Events. The Bids without tender fee will not be considered valid. Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and	we are coming under Small Enterprises MSME unit hence we are exempt to make the payment of EMD and Tender Fees. Apart from the MSME certificate any other document need to submit please clarify.	For exemption of EMD and tender fee please refer clause 45 of the RFP.
48	43	6	Measurable results that you have achieved for BFSI Sector/PSU Organizations/Govt. (Please provide verified data).	Our Company is bound by "Confidentiality" clauses with clients and candidate. Hence, please suggest us how we can provide the required data with SBI.	Documentary evidence to substantiate senior level hiring for BFSI/PSU/Govt as mentioned in our eligibility criteria. No change in RFP terms & conditions
49	51	Exhibit V	ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT	Is there any document to be filled by the Consultant?	Depends on the Work Project
50	110	Appendix L	CERTIFICATE of LOCAL CONTENT	Meaning of Local Content.	Please refer Public Procurement (Preference to Make in India), Order 2017 and any subsequent amendment/ clarifications.
51				Could you provide any tentative indication of the project awarding model, delivery expectations from the recruitment vendor, and associated timelines?	Depends on the Work Project

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52				Are all the criteria mentioned in the document mandatory, or is there flexibility in meeting certain requirements?	Yes, it is mandatory.
53				Could you please share more information on how the Bank Guarantee amount will be determined?	Depends on Work Project and Purchase order which may be issued by the Bank in pursuant to RFQ from time to time during the empanelment contract period.
54	20	23	PENALTIES	We cannot agree to open ended penalty. At the time contracting, the SLA can be mutually agreed upon.	No change in RFP terms and conditions
55	20	22	BANK GAURANTEE	We request the terms and conditions of the Bank Guarantee to be mutually discussed incase Bidder is chosen as the empaneled partner.	No change in RFP terms and conditions

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56	21	25	RIGHT TO AUDIT	<p>Bidder agrees to client audits and would supplement the suitable language at the time of empanelment to align with processes in place to make client audits efficient. Bidder can agree to the same subject to Bidder audit protocols: Permitted audits will be completed in a professional and ethical manner which does not, in Bidder's reasonable judgment, compromise the integrity of Bidder's (or its other customers') data, system security, or operational performance. Client will notify Bidder in writing at least twenty (20) business days prior to any audit taking place. Audits will be conducted during Bidder's normal business hours. Client will bear all costs and expenses relating to each audit. Client and its agents must keep confidential all information learned during any audit. Bidder may require outside auditors to sign an appropriate confidentiality agreement. Bidder will not provide Client or its agents with access to proprietary or confidential information concerning its other customers. All information learned or acquired by Client during any audit is</p>	No change in RFP terms and conditions
57	23	29	DELAY IN SERVICE PROVIDER'S PERFORMANCE	Bidder cannot agree to any open-ended penalties or liquidated damages.	No change in RFP terms and conditions

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58	24	31	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	<p>Given this is not a work for hire arrangement, hence the IP language in the contract will need to be negotiated. Bidder Recommends the following to be incorporated</p> <p>Intellectual Property.</p> <p>a. Client retains ownership of all materials, and the intellectual property rights in those materials, provided to Bidder by or on behalf of Client (“Client Materials”). Subject to Section 8.b. and upon payment in full of Bidder’s fees, Client will also own copies of reports and analyses Bidder delivers to Client under this Agreement (“New Materials”). Client may use the New Materials in the form provided for its internal purposes only; Client may not use the New Materials for any other purpose or permit any other person, firm or entity to use the New Materials.</p> <p>b. The performance of the Services and creation of the New Materials will require the use of Bidder Materials. “Bidder Materials” include methodologies, preexisting programs, instruments, models, proprietary</p>	No change in RFP terms and conditions
59	25	32	LIQUIDATED DAMAGES	Bidder cannot agree to any liquidated damages provisions in its client contracts.	No change in RFP terms and conditions

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60	31	35	TERMINATION FOR DEFAULT	Bidder agrees to the same, with the provision that there will be no penalties, liquidated damages, or acceptance of Bank's costs.	No change in RFP terms and conditions
61	33	38	TERMINATION FOR CONVENIENCE	Bidder agrees to the same, with both parties having a right to terminate for convenience. Bidder seeks mutual rights to exit or terminate	No change in RFP terms and conditions

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62	34 & 35	42 & 43	TAXES AND DUTIES & TAX DEDUCTION AT SOURCES	<p>Bidder requests to discuss the details at the time of empanelment as our standard term is given below: Client will be responsible for all applicable taxes (excluding taxes imposed on Bidder's net income) imposed by any taxing authority, whether designated as value-added (VAT), goods and services (GST), sales, use, or other similar taxes ("Transaction Taxes"), now in effect or hereafter imposed, resulting from the Fees. If Client is exempt from Transaction Taxes, Client must inform Bidder of its exemption and provide to Bidder complete and proper documentation evidencing the exemption. If Client is required by applicable law to deduct or withhold taxes from any payment due to Bidder, Client will: (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) promptly deliver to Bidder original documentation or a certified copy evidencing remittance of withheld tax. If Client does not provide evidence of payment of withheld taxes, Client will</p>	No change in RFP terms and conditions
63	41	Appendix B (6)	KF Letters from clients/ Copy of engagement letters/ contracts	Given that we have worked with several clients on multiple searches, Bidder will share sample list of 15 masked client engagement letters for reference	No change in RFP terms and conditions

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64	43	Appendix C (6)	Measurable results that you have achieved for BFSI Sector/PSU Organizations /Govt. (Please provide verified data)	Bidder will provide measurable results through select list of searches with Bidder Placements	No change in RFP terms and conditions
65	44	Appendix C (14)	How will you survey the compensation to peer positions in the market?	Bidder can advise the Bank in finalizing the compensation structure as market standard with the help of market research, basis candidate outreach. However, competency matching / benchmarking tools is a product of our advisory LOB and hence cannot be covered under the Recruitment process/ agreement.	We have examined the proposition, however it has been decided to retain the scope of work as it is.
66	45	Exhibit I (B - Consultant's Experience)	Using the format below, provide information on each assignment during last 5 years for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]	Given that we work with several clients, we can provide a sample list of Bidder assignments during last 5 years.	No change in RFP terms and conditions
67	59	Appendix G	SERVICE LEVEL AGREEMENT	Bidder requests to discuss and mutually agree upon the same incase we are selected for empanelment.	No change in RFP terms and conditions

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68	101	Annexure J	FORMAT FOR SUBMISSION OF CLIENT REFERENCES	Bidder is a listed firm and is bound by confidentiality and hence we will not be able to share any Value of Work Order for any of our clients. Our work orders are customised as per each client requirement.	<i>Please arrange to provide documentary evidence to substantiate the eligibilty criteria</i>
69	105	APPENDIX–K PRE- CONTRACT INTEGRITY PACT	SANCTIONS FOR VIOLATIONS	Bidder can not agree to any open-ended liabilities/ penalties or interests.	No change in RFP terms and conditions
70	Page No. 8	Scope of Work: point a)	To source the right candidate as per the stipulated eligibility criteria	How many people will be hired under the RFP's scope?	Depends on the Work Project
71	Page No. 8			What will be the locations of the hirings?	Depends on the Work Project
72	Page No. 8			What will be the Salary Brackets for the hirings?	Depends on the Work Project
73	Page No. 8			What function/skill sets do the candidates belong from?	Depends on the Work Project
74	Page No. 8			Devising and conducting various screening process including Psychometric/ Integrity Test (if required) and suggesting the panel for composition of Selection Committee by the Bank.	How many screening rounds does SBI want for candidate selection?
75	Page No. 8	Scope of Work: point k)		What kind of screenings are required aside from Psychometric/Integrity? Request SBI to share the criterias for screenings.	Depends on the Work Project
76	Page No. 8	Scope of Work: point n)	Perform 360-degree reference check and education qualification verification for the finalist candidate/s.	What type of Background Verification is required in 360-reference check? Request SBI to share the criterias of Verification	Depends on the Work Project

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77	Page No. 8	Scope of work: (point p)	Assisting the Bank, as per requirement, in designing rewards/ recognition scheme, PLI, performance evaluation process etc	Does SBI wants us to run their rewards and recognition program? Can they please elaborate on their current rewards and recognition policy.	It would be a Separate Work Project as per requirement