

Response to Pre-bid Queries

**RFP for empanalment of agencies to provide technical manpower for Gujarat Informatics Limited
(RFP No.: P&A 2019-20/02 Dated: 06.01.2020)**

Sr. No.	Tender Reference		Query / Clarification / Suggestions from the Venders	Responses to Vendors
	Page No./Section No./ Clause No.	Tender Description		
1	Section-2 <u>Eligibility Criteria page no 9</u>	The bidder must have one office in Gujarat or In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.	Kindly amend the clause and change it to " Bidder must have an office anywhere in India "	No Change. As per RFP
2	3.28 <u>Service Terms page no 19</u>	TENDERER shall provide office space to the operational consultants in its own premise during project period. All other expenses related to transportation , consumables, stationary, printing, scanning, telephone, food, snacks, etc. in case required, must be completely borne by the Bidder as part of Contract Agreement.	Need clarity "If any person going for office tour " Kindly clear TA/DA Policy.	Please refer clause mentioned at page no. 29 of RFP document
3	3.36 <u>Roles & Responsibilities of Stakeholders page no 20</u>	The manpower required is to be engaged by the bidder within a week of issue of the work order or as specified in the work order	Kindly amend the clause as " manpower required is to be engaged by the bidder within at least 30 days of issue of work order "	Revised Clause: The manpower required is to be engaged by the bidder within 30 days of issue of the work order.
4	3.36 <u>Penalty for Delay page no 21</u>	Maintain a proper database of the all the employees. Records should contain each and every information related to employee such as PF, ESI, salary, leave, absentee etc. Details will be w.r.t. month-wise compliance against PF, ESI, salary etc. along with details of leave, absentee in the respective month.	Need clarity on EPF " who will bear the Employer share Bidder or GIL"	Bidder will bear all cost transparently.
5	Section-5 <u>Financial Bid Format page no 32</u>	Tenderer would revise the man month rates i.e. listed in column E of above for each of resource by 7% every year (From the date of deployment of deputed resources).	We request you to amend the clause as " By 10 % every year (from the date of deployment of deputed resources)	No Change. As per RFP
6	Section-5 <u>Financial Bid Format page no 32</u>	Payment will be made on quarterly basis.	Kindly amend by " payment will be made on monthly basis "	No Change. As per RFP

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7		Additional Points	Need clarity on Job Location "Is it Transferrable or same location"	Job location would be Gandhinagar/Ahmedabad
8			We would like to inform you that we are recognized as a startup by the Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry and are also registered with The Ministry of Micro, Small & Medium Enterprises (MSME) and The National Small Industries Corporation (NSIC). Since the Government of India is providing benefits to Startup and MSE organisations, we request you to kindly allow exemption on payment of Bid Processing Fee and EMD for the bidders registered under Startup, MSME and NSIC. The DIPP certificate, MSME Registration Certificate and NSIC registration certificate is attached with this mail for your kind reference.	No Change. As per RFP
9			We would like to inform you that we are registered with The Ministry of Micro, Small & Medium Enterprises (MSME) and The National Small Industries Corporation (NSIC). Since the Government of India is providing benefits to MSE organisations, we request you to kindly allow exemption on payment of Bid Processing Fee and EMD for the bidders registered under MSME and NSIC. The MSME and NSIC registration certificate is attached with this mail for your kind reference. also they attached the certificate of NSIC, MSME registrations by mail	No Change. As per RFP
10	Award of Contract 3.15.2 page no .14	bidder will be empaneled provided they match the L1 rates. In continuation of above, if any bidder say L2 or L3 rejects the matching of L1 price then in that case next bidder will be called for matching the L1 price and this process will continue till empanelment of three bidders.	In case, if there are only three bidders get short listed for financial bid opening criteria and L2 & L3 got rejected to match the price with L1 , in that case how the things would be proceed further to fulfill the criteria of empanelment of 3 bidders?	Kindly refer clause no. 3.15.1 of RFP document
11	Award of Contract 3.15.3 page no 14	In case multiple vendors submits resume of same candidate(s), work order will be issued to empaneled vendor who submitted candidate first. (e.g. date and time of the submission email will be considered for the claim of first submission).	There are every time during the submission, limited time has given to the bidders for preparation & submission. During the allotted time each have the individual decision when to submit the bid. If one of the selected agency has submitted the bid along with resume earlier then the competitor, that does not mean that selected agency is more capable then the other one, so selection of the agency on the basis of date n time of submission is not justified. we request you to change the criteria as a rather then Date and time it has to be based on resource integrity.	No Change. As per RFP
12	Extension of Work 3.32 page no. 20	At the end of the contract duration, i.e., 02 (Two) years, performance of the selected bidder may be reviewed and, the contract may be extended up to 02 (Two) Years.	On what basis the performance of the selected agency will be reviewed for further decision?	As per RFP

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13	Bidder/Operator page no.20	The manpower required is to be engaged by the bidder within a week of issue of the work order or as specified in the work order	As the resources can be deployed in other project, to make them free in just 1 week time would be a challenge so Selected agency request to the department to extend the time line to deploy the resource from 1 week-15 days to 1 month time	As per S/n 3 above
14	Penalty for delay 3.37 page no.21	The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource: 1. within 2 Months: Rs. 50,000 (Rupees Fifty Thousand) 2. From 2 months to 6 months- Rs. 25,000 (Rupees Twenty Thousand)	Deployment of resources are the selected agency's responsibility. But any company cannot control the resources regarding the leaving the organization or it can be possible any time miss happening can be happen to particular resource. There should be no penalty has to impose ,if the resource is leaving the organization or any unavoidable circumstances. If the selected agency is fail to provide the replacement in given span of time, then the selected agency is liable to pay the penalty.	Kindly refer the corrigendum as mentioned below.
15	Scope of Work Manpower Requirement page no. 24	Tenderer may hire manpower services from successful bidder for minimum one month	Deployment of resources for minimum of 1 month only would be a challenge, because making the particular resource free from other porject only for 1 month is a challenging task so department has to give the commitment of deployment of technical resource for the project should be span of 6 months to 1 year minimum.	Clause stands deleted. Period of deployment/requirement will be communicated on case-to-case basis with empanelled vendors.
16	Payment page no. 29 & 32	(a) The Service Provider has to submit a report of payments to the engaged man-power for each month to Tenderer along with the next invoice. (b) The payments to the successful bidder will be made quarterly on acceptance of the invoice by the TENDERER	As the selected agency is submitting the report on each month, We request you to clear the payment in 15 days, once the invoice being submitted to the department. As the selected agency also have to pay the salary to resources every month or even government also takes time to release the payment because of internal approval.	No Change. As per RFP
17	Attendance		Based on our understanding, resources will be deploying in multiple location. What kind of attendance mechanism will be used by the department to capture the attendance of the resources? Or it will be selected agency responsibility to maintain the attendance of resources?	Signed copy of attendance will be shared by tenderer.
18	Point no.5 page no.9	eligibliti criteria	We had attended the pre bid meeting on 16.1.2020. We had sought clarification on eligibility criteria viz. point no. 5 on page No.9. It is indicated that Support Executive will not be considered for total 300 manpower. However, under financial format page no.31, you have asked for the rate for Support Engineer, having qualification of Diploma in Computer or equal. Therefore, pls clarify whether Data Entry Operators and Help Desk Executive, having similar qualification will be considered under this criteria.	Support engineer and Support Executive is same. It will not be considered in evaluation. Manpower will be considered only as mentioned in finacial bid format (except Sr.No. 10)
19	3.37 Penalty for delay page no 21 of 43	Any delay in deployment of manpower in stipulated time period (max. 15 days) as mentioned in Work Order.	Please note that as per standard practice, any new joining will take atleast one month time after selection of employee, hence we would request you to please amend it as atleast 30 to 45 days since given 15 days time is too short.	Kindly refer the corrigendum as mentioned below.

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20	3.37 Penalty for delay page no 21 of 43	Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case,The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource: 1. within 2 Months: Rs. 50,000 (Rupees Fifty Thousand) 2. From 2 months to 6 months- Rs. 25,000 (Rupees Twenty Thousand) A penalty of Rs. 1 Lakhs per resource will be levied if a resource who has not resigned and is removed from the project by the bidder.	In this reference, we would like to mention here that some events are not even in control of bidder, hence we would request you to please remove penalty in exit/Replacement of Manpower.	Kindly refer the corrigendum as mentioned below.
21	5.1. Payments Terms page no 32 of 43	The payments to the successful bidder will be made quarterly on acceptance of the invoice by the TENDERER or its designated agency.	We would request you to please change payment terms as monthly basis instead of quarterly.	No Change. As per RFP
22	Scope: page no 29 of 43	Working Hours/Leave of Engaged manpower will be entitled for 12 Leaves per annum only.	We would request to please clarify who will bear leave incase of maternity or paternity, please clarify.	1. No Paternity Leave allowed. 2. For maternity leave, the bidder will share its HR policy with tenderer and on submission of proof of actual maternity benefit given to the resource, the same will be reimbursed to bidder without bidder's Service Charge. 3. Bidder will have to provide replacement in such cases as per replacement clause and will be paid accordingly.
23	Section - 5 FINANCIAL BID FORMAT page no 31 of 43	Gross monthly Cost to Company to be paid to Manpower	Considering current market trend, we believe that rates given in Financial Bid for Gross monthly Cost to Company to be paid to Manpower are very low, hence we would request you to please increase the rates atleast 15% to 20%. IF not increasing all rates then atleast Manpower Type 1 Solution Architect, 7 System Administrator with 5 years,9 GIS Developer,11. AI/ Big Data Expert and 12. Business Analyst must be revised.	Revised Gross Monthly CTC: 11.1 AI/Big data Expert (with min. 5 years of Exp.): Please read Rs. 70,000/- instead of Rs. 60,000/- in financial bid format at page 31 of the RFP document.
24	Note: page no 32 of 43	Tenderer would revise the man month rates i.e. listed in column E of above for each of resource by 7% every year (From the date of deployment of deputed resources).	Looking to the nature of this requirement total 2 years of contract and later on performance basis it may extended further 2 years so, we request authority to revise the man month rates every completed contract year. (i.e. column E) not with date of deployment of deputed resources.	No Change. As per RFP

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25			<p>We are confused how come the new tender to provide technical manpower to GIL? At the time of floating the Rate Contract and at the sign of contract it was communicated to us that said Rate Contract is valid to provide manpower to all other DST companies apart from GIL, but no other DST companies are using the given Rate Contract nor GIL is allowing them to use that RC which is surprising. Also the service charge which are been given to us under signed Rate Contract is only on Basic Salary and not on full salaries, which itself is a big loss for us and is been communicate to you. Still we are working with full of ethics though the salaries given in this rate contract are quite low compare to market standard. We had raised this query during pre-bid meeting too of said RC tender. Though salaries are low, we have sourced more than 200+ dot net engineers to GIL under this RC from desired salary range but due to salaries only it's tough to source quality candidate. If you wish we can give you the list of sourced candidates in last 6 months. So, we are against the said tender as that is big injustice to Ethos and still if you are planning to go ahead with that, we hereby giving you notice of as per RC to exit from awarded Rate Contract, so that we can plan to generate more business with our other clients. Please do treat this as request and looking forward to have positive response from you</p>	As per RFP

Revised Clause:

3.37 Penalty for delay

a) **For deployment:** Any delay in deployment of manpower in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the rate of 1% of the man month cost of delayed period up to maximum of 10%. The maximum delay is limited to 10 days. If the delay period is more than 10 days, tenderer will have the option to cancel the order without any compensation to the agency.

b) For replacement:

Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation (with advance notice of 30 days to tenderer) with the present employer. In case of failure to meet the standards of the tenderer, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.

The replaced resource will be accepted by the Tenderer only if he is found suitable to the satisfaction of the tenderer. The outgoing resource should complete the knowledge transfer as per the satisfaction of the Tenderer. The bidder shall provide the replacement within 30 calendar days from the date of resignation. After expiry of permissible 30 calendar days for replacement, a penalty of Rs. 1500 per working day per resource will also be imposed till suitable replacement is provided by the bidder.

However, Tenderer is free to relieve any resource at any time (beyond minimum committed period) during contract period without any penalty by serving 30 days advance notice.

c) **Withdrawal of resource:** A penalty of Rs. 1 Lakhs per resource will be levied if a resource who has not resigned and is removed from the project by the bidder without prior approval from tenderer.