

Tender for Rate Contract RFP regarding empanelment of agencies for providing "IT Technical Manpower" for GIL & various Govt. Departments / Offices / Boards/Corporations/ Company etc. through GIL (Tender)				
Sr. No.	RFP/Tender Reference		Query/Clarification/ Suggestions from the Venders	Responses to Vendors
	Pg no./Section No./Clause No	RFP/Tender Description		
1			As per the Government of India's procurement policy for MSMEs and related guidelines, MSME-registered bidders are eligible for exemption from submission of Earnest Money Deposit (EMD). Accordingly, we hereby request your good office to kindly grant us exemption from payment of EMD amounting to ₹3,50,000/- as specified in the tender document.	Refer corrigendum
2	Eligibility Criteria no. 6 Company's Average Turnover	The bidder should have an average annual turnover as per eligibility condition for respective Tier in last any three Financial Years out of last seven years (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24). Note: Turnover from Supply of Hardware/ IT infrastructure and their associated maintenance services shall not be considered. Tier 3: INR 50 Crores or more	The clause "Turnover from Hardware/ IT infrastructure and their associated maintenance services shall not be considered" may restrict the participation of many IT services companies, which may result in fewer bidders and reduced competition. We kindly request the department to remove this clause to enable wider participation and ensure a more competitive bidding process. The current eligibility requirement of ₹50 Crore turnover may be too high for Tier-3 IT companies, thereby limiting healthy competition. We request the department to kindly consider revising the turnover criteria to ₹35 Crore .	No Change
	Eligibility Criteria no. 9, Work Experience	The bidder should have experience as per eligibility condition for respective Tier for implementation projects in the field of Design, Development, Implementation and Maintenance of Application Software and Websites and Mobile Application (IOS/Android) Development during in the last three financial years i.e. 2021-22, 2022-23 and 2023-24. This shall include ongoing work and fresh execution projects	We observed that The tender does not specify whether experience should be from government or private sector organizations. Based on this understanding, we will participate by submitting our private sector work orders as well as the Government.	No Change
	3.1 ELIGIBILITY COMPLIANCE SHEET, Page No. 14	The bidder should have resources (as per eligibility condition for respective Tier) on company payroll during the past 1 year. (Tier 2 - 500)	We request to kindly allow resources employed under subsidiaries of the bidder as eligible for fulfilling the resource requirement for Tier-2.	No Change
	3.1 ELIGIBILITY COMPLIANCE SHEET, Page No. 14	The bidder should have an average annual turnover as per eligibility condition for respective Tier in last any three Financial Years out of last seven years (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24). For FY 23-24, if audited financial statements are not available, bidder may submit provisional/unaudited figures. This should be mentioned in the respective CA's certificates.	Since FY 2024-25 has already been completed, we request that turnover for FY 2024-25 also be allowed under the turnover criteria.	No Change
	4.38 Recruitment Process Page No. 41	4.38.3 Received request form will be analyzed by GIL and in case of any discrepancy then respective department will be required to modify the same. Only recruitment request as per the tender will be floated to all empaneled agencies by GIL.	Please confirm if there is any defined count / minimum guaranteed number of resources that will be allocated to each Tier (Tier-1, Tier-2, Tier-3) empaneled agencies during the contract period.	Cannot be estimated as the requirement will be from DST and other GoG dept.

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	5.4 Manpower Type, Experience & Maximum Gross Monthly Cost To Company To Be Paid To Manpower (INR) Page No. 59	5.4.1 The TENDERER/Department shall select the resources after interview of the sponsored candidates by Selected Agency(ies).	Please confirm how many total resources are required under this tender.	Cannot be estimated as the requirement will be from DST and other GoG dept.
	5.4 Manpower Type, Experience & Maximum Gross Monthly Cost To Company To Be Paid To Manpower (INR) Page No. 59	Maximum Gross monthly Cost to Company to be paid to Manpower (INR)	Kindly clarify the reason behind prescribing different CTC levels for the same role/experience across the three Tiers, as this may create discrepancies in resource remuneration.	To enhance empanelment size.
	Annexure-A Candidate Information Form – Recruitment Through Agency Page No. 91	GIL Service charge will be 3% of CTC for six months + applicable taxes	Please confirm whether GIL will deduct 3% of the resource's CTC from the agency in case of early exit (before 6 months), or whether this will be treated as a one-time recruitment service charge borne by GIL.	GIL service charge is separate from agency service charge.
	Annexure-A Candidate Information Form – Recruitment Through Agency Page No. 91	GIL Service charge will be 3% of CTC for six months + applicable taxes	Please clarify whether the 3% service charge will be over and above the Service Charges payable to the empaneled agency, or whether it will be within the Service Charges.	GIL service charge is separate from agency service charge.
	5.6 Remuneration To Resources , Page No. 67	Remuneration Revision: 5.6.1 Revision in the man-month cost shall be as per the below table per year on previous year cost shall be applicable. 5.5.1.1 TIER I: 7.5 % to 10% 5.5.1.2 TIER II: 5% to 7.5% 5.5.1.3 TIER III: 5%	Please clarify the basis for different yearly revision percentages across Tiers, especially when the same category of resources with similar qualifications and experience may be deployed under different Tiers.	No change
	5.6 Remuneration To Resources , Page No. 67	5.6.5 It will be responsibility of the Selected Agency (ies) to provide following insurance cover to the engaged resources with the Tenderer: i. Life Cover Insurance (10 Lakhs or above) ii. Medical/Health Cover Insurance for employee and spouse (02 Lakhs or above)	Please confirm the Insurance coverage (life ₹10L, medical ₹2L) is mandated. Will this cost be reimbursed separately or included in bidder's service charges?	It will be included in service charge.

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	5.4 Manpower Type, Experience & Maximum Gross Monthly Cost To Company To Be Paid To Manpower (INR) Page No. 66	Technical resources would be deployed on full time basis at the TENDERER office or any other location as per the TENDERER's requirement. The team will execute Software Development Lifecycle which includes requirement gathering, preparation of SRS and FRS, Database Creation and Management, Application development, Server and System Administration, Support, Operation and Maintenance, Testing, Quality Check, Data Analysis and Documentation for projects of the TENDERER.	Please confirm the exact locations where resources are expected to be deployed. Will deployment be limited to Gandhinagar/ Ahmedabad, or will resources also be required at district-level/state-wide offices across Gujarat? Additionally, please clarify whether remote/hybrid working arrangements will be permissible for certain categories (e.g., developers, testers).	It will be intimated to respective agencies at the time of requirement.
	6.1 SLA & PENALTY TERMS Page no. 69 - 70	Deployment of the resources. Within 60 (Sixty) days of intimation of approval by the TENDERER.	We request to kindly increse the timeline for deplyoment of the resources from within 90 (ninty) days.	NO CHANGE
	6.1 SLA & PENALTY TERMS Page no. 69 - 70	Deployment of the resources. No penalty- If the resource provided by Selected Agency(ies) within 60 days. Rs. 1000/- per position per day for each day delay from stated timelines.	We request GIL to kindly decrease the penalty amount, as the current penalty levels are very high compared to the service charges payable to agencies. Deployment of the resources. No penalty- If the resource provided by Selected Agency(ies) within 60 days. Rs. 500/- per position per day for each day delay from stated timelines.	Refer corrigendum
	6.1 SLA & PENALTY TERMS Page no. 69 - 70	Default on non- submission of CVs Sponsoring of candidates within TIER wise deadline (in no. of working days) of intimation. TIER I : 15 days TIER II : 10 days TIER III : 7 days No Penalty: Submission of eligible CVs within TIER wise deadline (in no. of working days) of intimation. Rs. 1000/- per position per day delay beyond timelines.	We request GIL to kindly decrease the penalty amount, as the current penalty levels are very high compared to the service charges payable to agencies. Default on non- submission of CVs No Penalty: Submission of eligible CVs within TIER wise deadline (in no. of working days) of intimation. Rs. 500/- per position per day delay beyond timelines.	Refer corrigendum
	6.1 SLA & PENALTY TERMS Page no. 69 - 70	Default on non- submission of CVs Sponsoring of candidates within TIER wise deadline (in no. of working days) of intimation. TIER I : 15 days TIER II : 10 days TIER III : 7 days	We request to kindly elaborate on the reason behind prescribing different deployment timelines for Tier-1, Tier-2, and Tier-3 agencies, since all Tiers are expected to provide resources of similar qualifications and experience. Kindly amend this clause as under: Default on non- submission of CVs Sponsoring of candidates within TIER wise deadline (in no. of working days) of intimation. TIER I : 15 days TIER II : 15 days TIER III : 15 days	NO Change
	6.1 SLA & PENALTY TERMS Page no. 69 - 70	Failure in joining of selected resource Rs. 5,000/- per resource per individual case	We request GIL to kindly decrease the penalty amount, as the current penalty levels are very high compared to the service charges payable to agencies. Failure in joining of selected resource Rs. 1,000/- per resource per individual case	Refer corrigendum

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4	Section 3 – Eligibility Criteria, Clause 6: Company’s Average Turnover	“The bidder should have an average annual turnover as per eligibility condition for respective Tier in last any three Financial Years out of last seven years (i.e. 2017-18 to 2023-24).	As it is already August 2025, the balance sheets for FY 2024-25 are finalized and audited. We request you to kindly extend the turnover consideration period to include FY 2024-25, so that the latest audited year can also be considered.	NO CHANGE
5	Page No.163.2 Eligibility Condition	Company’s Average Turnover – Tier 1: INR 300 Cr+, Tier 2: INR 100 Cr+, Tier 3: INR 50 Cr+.	Request Amendment: Tier 1: INR 100 Cr+, Tier 2: INR 60 Cr+, Tier 3: INR 30 Cr+. Justification: Current turnover requirements are very high and restrictive. Relaxation will encourage wider participation of competent IT companies with proven capabilities, increase competition, and ultimately benefit the department through better pricing and innovation.	NO CHANGE
	Page No.45–475.2 Manpower Requirement	Resources required with very high qualifications (MCA/BE/B.Tech/M.Sc/M.Tech with specialization) across multiple roles like Java, Dot Net, Solution Architect, Cyber Security Expert, Data Scientist, AI/ML Engineer etc.	Request Amendment: Relax qualification criteria to include BCA/B.Sc (IT/CS) with additional relevant years of experience. Justification: Current educational requirements are too restrictive. Practical project experience should be valued equally, as it ensures availability of a larger pool of skilled manpower for timely delivery.	NO CHANGE
	Page No.68–706 SLA & Penalty Terms	Penalty of Rs. 1,000 per day per resource for delay in deployment, and penalties for notice period defaults, CV submission delays, and background verification.	Request Amendment: Introduce a reasonable grace period (15–20 days) before daily penalties are applied, and cap penalties to maximum 5% of monthly invoice. Justification: Current penalty clauses are too stringent and may discourage bidder participation. A balanced SLA framework with reasonable grace periods will ensure fair risk-sharing.	No change
	MSME and Startup	We request you to provide an Exemption from EMD, Eligibility and Experience Criteria for Gujarat Based Startup and MSME Organisations f who are willing to partipate in Tier-3 Category	In line with the Government of India’s Startup India and MSME policies, participation of MSMEs and Startups for Tier 3 should be allowed to ensure inclusivity and innovation. These entities often bring in cutting-edge technology, cost-effective solutions, and agility. Encouraging their participation promotes fair competition, fosters new ideas, and aligns with the government’s mission of supporting entrepreneurship and local industry growth.	Refer corrigendum
	16Company’s Average Turnover and Point 3.2.6 for Tier 350 Crores or more	We request that GIL consider reducing the turnover requirement for Tier-3 bidders to INR 2.5 Cr. Alternatively, an exemption may kindly be provided for MSMEs and Start-up companies based in Gujarat.	As per Government of India initiatives to promote Startups and MSMEs, especially under Startup India and MSME support schemes, restrictive eligibility criteria like high turnover bars innovative and capable smaller companies from participating. Allowing exemption or lowering the turnover criteria will encourage wider participation, ensure fair competition, and help bring in technically strong but financially smaller firms. This aligns with government policies of encouraging entrepreneurship, innovation, and inclusive growth.	Refer corrigendum
	17Work Experience03(three) IT Domain projects, each of project value INR 25 Lakhs or more	We request that you reduce the project value criteria from 25L to 20L for Tier 3 Participants	Ensures competency while allowing MSMEs/startups with slightly smaller projects but strong technical expertise	Refer corrigendum

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6	20EMD and Bid processing feesBidders shall submit, along with their Bids, EMD of Rs. 3,50,000	Exemption of EMD for MSMEs and Startups for Tier 3 Participants as per the Government of India guidelines	As per the Ministry of Finance and MSME notification, registered MSMEs and Startups are exempted from payment of Earnest Money Deposit (EMD) in public procurements. Allowing this exemption will reduce the financial burden on smaller enterprises, encourage participation, and ensure compliance with government policies to promote MSMEs and Startups in tendering processes.	Refer corrigendum
	15Clause number 3.1 point number 8 and 8.18. The bidder should have resources (as per eligibility condition for respective Tier) on company payroll during the past 1 year AND 8.1 Out of these, resources (as per eligibility condition for respective Tier) should be qualified B.E./ B. Tech/B. Des/ MCA/ MBA/ M.Sc. or equivalent with relevant experience in IT (wherever applicable) continuously on its rolls for the past 1(one) year.	We request you to change the same to 50 Employees as on bid submission Date for Tier-3 bidders to encourage MSME/Start-Up participation. Alternatively, an exemption may kindly be provided for MSMEs and Start-up companies based in Gujarat.	We are a Startup India-certified company with the required capabilities but a smaller team size. We respectfully request GIL to consider reducing the minimum employee strength requirement from 150 to 50 employees and 40+ Tech Professionals for Tier-3 bidders to encourage MSME/Start-Up participation. This relaxation would open the doors for Gujarat-based MSMEs and Start-Ups that possess strong technical capabilities but may not meet the existing employee threshold. Such inclusion will foster a more competitive and diverse bidding process.	Refer corrigendum
	16/17Clause number 3.2 point number 8 and Point	Does this mean Bidder should have minimum 25 Resources on its payroll ? Kindly help us explain and also request you consider		Discussed and resolved in meeting
	254.14.2 Financial Evaluation	We request GIL team to please explain the point nuber 4.14. 2.2 to 4.14.2.7 (Page 25 to 27)	This will clarify broad understanding of Financial Evaluation formula.	Discussed and resolved in meeting
		What would be the tentative number of manpower required per annum in Tier 3	We request GIL Team that If possible kindly give an idea about how many Man Power are usually required Per Annum in Each Category based on your past experience.	Cannot be estimated as the requirement will be from DST and other GoG dept.

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	45Clause number 5.2Manpower requirement -Bidders who are interested in tier 3 are only eligible to all 1 to 34 or only eligible for point 6 Software Developer – Dot Net Technologies/ Other Open-Source Technologies PhP Developer (Only for Tier- 3)	Does it mean only Tier 3 Bidders can participate in this Category Resource ?		Discussed and resolved in meeting
	720.29244212962963Bid der will have to provide all the categories of resources asked in the RFP.	We assume that Tier 3 Bidder is allowed to participate for all 1 to 34 Type of Resources. Kindly Confirm		
	510.211122685185185M aximum Gross monthly Cost to Company to be paid to Manpower (INR)	As per this Table Cost mentioned we assume that Tier 3 Bidders are allowed to participate for all 1 to 34 Type of Resources . Kindly Confirm		Discussed and resolved in meeting
	595.4TABLE For MANPOWER TYPE, EXPERIENCE & MAXIMUM GROSS MONTHLY COST TO COMPANY TO BE PAID TO MANPOWER (INR)	For the Same Experience and Capability Resource Different Monthly Cost has been mentioned for Each Tier. We would like to know the reason for the same from the Tender Authority and also would like to request you to Keep the Equal Amount for Each Tier for Each Resources as per the Experience and Resource Level		To get pool of quality resources
	675.6REMUNERATION TO RESOURCES Revision in the man-month cost shall be as per the below table per year on previous year cost shall be applicable. 5.5.1.1 TIER I: 7.5 % to 10% 5.5.1.2 TIER II: 5% to 7.5% 5.5.1.3 TIER III: 5%	We request you that the Revision should be same for Each TIER as Resources cost will be almost same for Each Company	This will help resources to Engage and work with Tier III Companies as well	NO CHANGE

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	69Clause 6.1 Point 46.1 SLA & PENALTY TERMS - Default on non- submission of CVs - Sponsoring of candidates within TIER wise deadline (in no. of working days) of intimation. TIER I : 15 days TIER II : 10 days TIER III : 7 days	We request you to consider the same Duration for all the TIER. As Efforts will remain same for Each TIER for submission of CV. Hence we request you to change the same to 15 Days for Tier 3 as well.		No change
	Eligibility Condition (page no.: 16, 17)	Resources on roll for past 1 year: 2500 (Tier 1) Resources on roll for past 1 year: 500 (Tier 2) Resources on roll for past 1 year: 50 (Tier 3)	We request GIL to change it to: Resources on roll for past 1 year: 2000+ (Tier 1) Resources on roll for past 1 year: 500+ (Tier 2) Resources on roll for past 1 year: 50+ (Tier 3)	NO CHANGE
	Eligibility Condition (page no.: 16, 17)	8.1 Qualified as per criteria: 250 (Tier 1) Qualified as per criteria: 100 (Tier 2) Qualified as per criteria: 25 (Tier 3)	We request GIL to change it to: Qualified as per criteria: 100+ (Tier 1) Qualified as per criteria: 50+ (Tier 2) Qualified as per criteria: 25+ (Tier 3)	NO CHANGE
	Eligibility Compliance, Point 7, (page no.: 16)	Certification & Compliance: CMMi L5 (Tier 1) Certification & Compliance: CMMi L3 (Tier 2) Certification & Compliance: CMMi L3 or ISO 9001-2015 (Tier 3)	We request GIL to change it to: Certification & Compliance: Any 3 : CMMi L5, ISO 9001-2015, ISO27001:2022, ISO 20000:2018 (Tier 1) Certification & Compliance: Any 2 : CMMi L3, ISO 9001-2015, ISO27001:2022 (Tier 2) Certification & Compliance: Any 1 : CMMi L3, ISO 9001-2015 (Tier 3)	NO CHANGE
	Eligibility Compliance, Point 9, (page no.: 16)	Bidder should have experience as per eligibility condition for respective Tier for implementation projects in the field of Design, Development, Implementation and Maintenance of Application Software and Websites and Mobile Application (IOS/Android) Development during in the last three financial years i.e. 2021-22, 2022-23 and 2023-24. This shall include ongoing work and fresh execution projects	Large government projects usually have long durations, (1 to 2 years for implementation and 5 years for O&M). We kindly request you to consider projects that started from 2017-18 onwards and were completed within the timeline mentioned in the RFP (2021 to 2024). This will help us showcase our ability to manage and deliver large, long-term projects successfully.	During these 3 years, the work progress made in any project irrespective of project start/end date will be considered.
	Clause 4.19 (Page no. 30)	Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.	Will there be an agreement be shared as part of the RFP?	Discussed and resolved in meeting
	Clause 4.20 (Page no. 30)	The Tenderer reserve right to amend the agreement if required. All alterations and changes in the Agreement will consider prevailing rules, regulations, and laws applicable in the state of Gujarat.	Such amendment to the agreement terms should be mutually agreed by the parties. Request you to add the aforesaid verbatim as part of this Clause.	NO CHANGE

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7	Clause 4.21.3 to 4.21.7 (Page no. 32)	4.21.3 The place of the arbitration shall be Gandhinagar, Gujarat. 4.21.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended. 4.21.5 The proceedings of arbitration shall be in English language. 4.21.6 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. 4.21.7 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.	In this arbitration clause, the clause about constitution of Arbitration Tribunal is missing. We request to have the mention about appointment of Sole Arbitrator under this Clause .	The constitution is mentioned in clause 4(G)
	Clause 4.24.1.5 (Page no. 33)	Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default and give the other party an opportunity to correct the default.	There is a mention of "event of default" in this clause, these conditions of "event of default" is not described in the RFP.	Pg 33 4.24.1 Termination by the TENDERER: For above clause, please refer to 4.24.1.2, 4.24.1.3, 4.24.1.4.
	Clause 4.25 (Page no. 34)	Selected Agency(ies) will defend and/or settle any claims against the TENDERER that allege that Bidder service and/or branded product as supplied under this contract infringes the intellectual property rights of a third party. Selected Agency(ies) will rely on Customer's prompt notification of the claim and cooperation with our defence. Bidder may modify the product or service to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.	Requesting you to remove this Indemnity clause entirely, as the indemnity sought herein from the Selected Agency is related to breach in Intellectual Property rights as part of its services. Considering that we are providing manpower services wherein the deployed manpower is managed by the TENDERER itself. Therefore, such indemnity for infringement of Intellectual Property Right of third party is beyond the scope of this RFP/Project.	Ignore old clause. Refer as under: 4.25.1 GIL / Department shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the consulting agency during the performance of Services and for the purposes of transfer, inter-alia use or sub-license of such Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to GIL/Department and execute all such agreements/documents and file all relevant applications.

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	Clarification Sought: (Page no. 69)	6 SECTION - PENALTIES AND SERVICE LEVEL AGREEMENT (SLA)	Multiple penalties are specified for delays, absenteeism, salary disbursement, CV submission, etc. However, the RFP does not explicitly mention whether there is any maximum capping/upper limit on total penalties (e.g., a monthly cap or a percentage of invoice/contract value).	NO CHANGE
	Clarification Sought: 7.2 PAYMENTS TERMS, (Page no. 73)	Certificate of satisfactory performance from reporting authority/in-charge is stated to submit with monthly invoice.	Clarity to sought on this certification requirement	Discussed and resolved in meeting
	Clarification Sought: 7.2 PAYMENTS TERMS, (Page no. 73)	Invoice shall be raised as per the details given by Tenderer/department.	Here what kind of details will be given?	Discussed and resolved in meeting
	Clarification Sought: 7.2 PAYMENTS TERMS, (Page no.73)	The invoice would be processed for release of payment after due verification of the invoice and other supporting documents by the TENDERER or its designated agency.	Here which are these other documents?	Discussed and resolved in meeting
	Clause 4(E) (Page no. 89)	The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Bhopal.	Exclusive Jurisdiction is mentioned as Bhopal, this needs to be changed to Gandhinagar/Ahmedabad due to the cause of action (any legal dispute) originating in the said location.	Pg 89 : NON-DISCLOSURE AGREEMENT Format - Read Gandhinagar instead of Bhopal
	Clause 4(G) (Page no. 90)	However, failing such amicable settlement all disputes and differences out of the construction of or concerning anything contained in or arising out of or in connection with this agreement as to the rights, duties or liabilities arising it, to the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of Arbitrations and Conciliation Act 1996 and its all amendment.	We request to have a Sole Arbitrator Instead of three panel arbitration proceeding	NO CHANGE
	Clause 4(M) (Page no. 90)	If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.	Any recovery should be subject to order passed by the Arbitration Tribunal	Addition in clause as under: Any recovery should be subject to order passed by the Arbitration Tribunal
	NDA point N (Page no. 90)	N. The selected bidder shall comply with the provisions of the Digital Personal Data Protection Act, 2023 (DPDPA) and related rules/regulations, including ensuring lawful collection, processing, storage, and protection of personal data. Any breach of these obligations shall be treated as a material breach of contract and may attract penalties and/or termination of the contract.	As the DAPDA act is not implemented yet, we will comply the same once the Act is implemented. We would like to have the confirmation on the same.	The Act is published and Selected Agency shall comply with DAPDA.

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	3.1 ELIGIBILITY COMPLIANCE SHEET, Page No. 14	Net Worth - The bidder should have positive net worth in last three Financial Years i.e. 2021-22, 2022-23 and 2023-24. Net-Worth of any parent,Net Worth - The bidder should have positive net worth in last three Financial Years i.e. 2021-22, 2022-23 and 2023-24. Net-Worth of any parent, subsidiary, associated or other related entity shall not be considered.	We are already in the month of September 2025, and almost all organizations have finalized their audited financial statements for FY 2024-25. Hence, we request you to kindly consider FY 2024-25 as the latest financial year for evaluation.	NO CHANGE
	3.1 ELIGIBILITY COMPLIANCE SHEET, Page No. 14	Net Profit - The bidder should have made net profit in last three Financial Years i.e. 2021-22, 2022 23 and 2023-24.		NO CHANGE
	3.1 ELIGIBILITY COMPLIANCE SHEET, Page No. 14	Company's Average Turnover - The bidder should have an average annual turnover as per eligibility condition for respective Tier in last any three Financial Years out of last seven years (i.e. 2017-18, 2018 19, 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24).		NO CHANGE
	3.1 ELIGIBILITY COMPLIANCE SHEET, Page No. 15	Work Experience - 9.1 The bidder should have experience Documentary Evidence: b. Completion/ Ongoing project Certificate from client	We understand that a 'completed' order refers to a project where the bidder has achieved the Go-Live stage. Similarly, an 'ongoing' project refers to any project where at least one milestone has been completed. Kindly confirm our understanding.	Confirm
	3.2 ELIGIBILITY CONDITION, Page No. 16	Certification & Compliance (Tier 2 – CMM	We have observed that in a recent tender (RFP Version-2 # RFP/e-Gov/2025) floated by GIL for a similar requirement, the authority had specified CMMI Level 5 certification, even with lower or similar criteria for turnover, experience, and resource requirements etc. In line with this, we request the authority to kindly consider CMMI Level 5 certification for Tier 2 as well.	NO CHANGE
	3.2 ELIGIBILITY CONDITION, Page No. 17	9.1 IT Project (design, development, implementation of software application, mobile application, website development, ERP Solution Development and implementation etc / Manpower) 03(three) IT Domain projects each of project value INR 50 Lakhs or more	We observed that while turnover for Tier II is set at one-third of Tier I, while the experience requirement has been reduced disproportionately to one-tenth, which seems too low. In recent similar tenders, even with lower turnover, the minimum experience was Rs. 5 Crore. We therefore request revising the criteria to set the experience requirement for Tier 2 at least Rs. 1.5 Crore for fairness and consistency.	NO CHANGE
	3.2 ELIGIBILITY CONDITION, Page No. 17	Note:	We observed that the Authority has missed including an important clause regarding project execution in India and by the bidding entity only. The same clause was included in your recent similar tender (RFP Version-2 # RFP/e-Gov/2025). Hence, we understand that this clause should also be applicable for the current tender, as stated below: "All projects must have been executed within India by the bidding entity itself. Projects executed by parent companies, subsidiaries, affiliates, consortium members, or any other associate entities will not be considered."	NO CHANGE

Tender for Rate Contract RFP regarding empanelment of agencies for providing "IT Technical Manpower" for GIL & various Govt. Departments / Offices / Boards/Corporations/ Company etc. through GIL (Tender)				
Sr. No.	RFP/Tender Reference		Query/Clarification/ Suggestions from the Venders	Responses to Vendors
	Pg no./Section No./Clause No	RFP/Tender Description		
	SECTION - PENALTIES AND SERVICE LEVEL AGREEMENT (SLA) – Page no. 69	General	We observe that the RFP includes several high penalty provisions but does not specify an upper limit for cumulative penalties. For fairness and to encourage wider participation, we request the authority to kindly define a maximum cap on penalties. We suggest that the total penalties should not exceed 10% of the overall contract value, which is in line with standard industry and government contracting practices. This will safeguard the interests and unlimited financial liability of the vendors.	NO CHANGE
	3.2 ELIGIBILITY CONDITION, Page No. 17	Work Experience - 9.1 IT Project (design, development, implementation of software application, mobile application, website development, ERP Solution Development and implementation etc / Manpower)	We understand that the project should fall within the IT Software domain and be related to the design, development, and implementation of software applications. Further the scope should include deploying technical manpower. Since this empanelment is aimed to provide technical manpower for Govt/ PSU organizations, the experience of the bidder should be for similar projects in Govt/ PSU in India.	NO CHANGE
	5.4 MANPOWER TYPE, EXPERIENCE & MAXIMUM GROSS MONTHLY COST TO COMPANY TO BE PAID TO MANPOWER, Page No. 67	5.4.23 Period of manpower engagement - The period of engagement of any manpower will be purely on requirement basis for the duration of 12 months.	As per Clause 5.4.23, the project duration is mentioned as a minimum of 12 months. However, in another reference clause 5.2.3, the duration is stated as one month only. We understand that bidder will get a project with a minimum duration of 12 months. We kindly request confirmation of our understanding.	NO CHANGE
	6.1 SLA & PENALTY TERMS, Page No. 69	4 Default on non-submission of CVs Sponsoring of candidates within TIER wise deadline (in no. of working days) of intimation. TIER I: 15 days TIER II: 10 days TIER III: 7 days	The given timeline appears to be very short for practical implementation. We therefore request the authority to kindly consider revising the same as follows: Tier I – 15 working days, Tier II – 10 working days, and Tier III – 7 working days.	NO CHANGE
	6.1 SLA & PENALTY TERMS, Page No. 69	7. Absence without prior approval from the TENDERER. (Absconding matters) A penalty of ₹1,000/- (Rupees One Thousand only) per resource per day shall be imposed from the date of absence. The Agency shall provide a suitable replacement within 15 days. In case of failure to provide a replacement within the stipulated period, the Tenderer/Department reserves the right to withhold the payment from the 15th day onwards.	Replacement of any resource would practically take about 30 days. We request you to consider the same. The current penalty and timeline provisions appear too strict and unfavorable. We request that penalties be applied only if a resource is not deployed within 30 days, instead of from the first day of absence. Further, the penalty may be rationalized to Rs. 500 per day per resource. We also request clarity on the withholding amount, which may be specified as 10% of the invoice value instead of the entire contract value.	No change
	4.38 RECRUITMENT PROCESS, Page No. 41	4.38.9 On receipt of the same, GIL will issue work order for the selected employee to the respective agency and Department after necessary approval.	We request that the agency should be required to confirm acceptance of remuneration and the candidate's joining date only after receiving the formal Work Order from GIL/department. Without a WO, the agency should not be expected to make an offer to the candidate or commit a joining date. This will ensure clarity and fairness for both the agency and the department, so kindly make necessary amendment accordingly.	NO CHANGE

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8	5.4 MANPOWER TYPE, EXPERIENCE & MAXIMUM GROSS MONTHLY COST TO COMPANY TO BE PAID TO MANPOWER, Page No. 66	5.4.21 Test of skills by tenderer/department prior to engagement: To ensure that the manpower provided by the Selected Agency(ies) possess the required technical qualifications and skills, it shall be open to take interview and/or written test.	We understand that the testing will be conducted by the tenderer/department. We kindly request confirmation of our understanding.	Discussed and resolved in meeting
	5.5 SWITCHING OF RESOURCES, Page No. 67	Empanelled agencies are required to conduct a comprehensive background check of the proposed resources prior to presenting their CVs to the Tenderer, to avoid any violation of this provision.	We understand that, in this case, the bidder is responsible for verifying that the resources are not sourced from another empaneled agency and that the verification is limited to inter-departmental checks at this stage, with full background verification to be conducted later as per the provisions defined in the RFP. Please confirm our understanding.	Discussed and resolved in meeting
	5.6 REMUNERATION TO RESOURCES, Page No. 68	5.6.4 Insurance cover to the engaged resources 5.6.5 It will be responsibility of the Selected Agency (ies) to provide following insurance cover to the engaged resources with the Tenderer: i. Life Cover Insurance (10 Lakhs or above) ii. Medical/Health Cover Insurance for employee and spouse (02 Lakhs or above)	Generally, IT organizations provide a group accidental policy for employees and a group medical/health policy, rather than individual life insurance coverage. We understand that such group policies will fulfill the purpose of the RFP, provided they meet the defined value limits.	Discussed and resolved in meeting
	6.1 SLA & PENALTY TERMS, Page No. 69	1 Deployment of the resources. Applicable Penalty - No penalty- If the resource provided by Selected Agency(ies) within 60 days. Rs. 1000/- per position per day for each day delay from stated timelines. 2 Penalty on default of notice period Applicable Penalty - No penalty- If 60 days' notice period served by the resource. Penalty of deficit days of respective resource shall be imposed in proportion of monthly CTC if notice period served less than 60 days. 4 Default on nonsubmission of CVs No Penalty: Submission of eligible CVs within TIER wise deadline (in no. of working days) of intimation. Rs. 1000/- per position per day delay beyond timelines.	The current penalty appears too high and restrictive. We request the authority to kindly consider a penalty of Rs. 500 per person per week	SLA revision made.
	6.1 SLA & PENALTY TERMS, Page No. 69	5 The deployed resources shall not be engaged in any activity other than that assigned by the TENDERER Applicable Penalty – Penalty of Rs. 50,000 per resource may be imposed on breach of SLA or may lead to termination of the contract.	The deployed resources shall not be engaged in any activity other than that assigned by the Tenderer. In case of a breach of this provision, penalty may be imposed only if the agency is found responsible for permitting or facilitating such activity. If an individual resource is found to have acted independently, without the agency's knowledge or consent, the penalty shall not be applied to the agency. In such cases, appropriate action may be taken directly against the concerned employee, including immediate termination of the resource etc. However, the contract shall not be terminated, nor shall any penalty be imposed on the agency for such individual misconduct.	NO CHANGE

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	Pg no./Section No./Clause No	RFP/Tender Description		
	6.1 SLA & PENALTY TERMS, Page No. 70	6 Background verification of selected resource. Timeline - On or before the date of joining. Applicable Penalty - "In the event of any issues arising from the background verification of a candidate, a penalty equivalent to 15 days of the candidate's monthly remuneration shall be imposed. Furthermore, if the candidate is found any fraudulent activity, the contract for the candidate shall be terminated immediately."	Generally, background verification is conducted from the date of joining, and the allowed timeline for completion should be 30 days from the date of joining. The current penalty provision of 50% of the monthly salary appears to be very high; we request that it be rationalized to a maximum of Rs. 1,000 per person. Further, we request the authority to consider a two stage background verification process: an interim report to be submitted within 7 days of joining of the resource, followed by the final report within 21 working days. This approach will ensure timely checks, while also allowing adequate time for thorough verification and smooth project execution	In clause no. 6.1 Point no. 6 Read 30 days instead of 15 days
	6.1 SLA & PENALTY TERMS, Page No. 70	7 Absence without prior approval from the TENDERER. (Absconding matters) Applicable Penalty - A penalty of ₹1,000/- (Rupees One Thousand only) per resource per day shall be imposed from the date of absence. The Agency shall provide a suitable replacement within 15 days. In case of failure to provide a replacement within the stipulated period, the Tenderer/Department reserves the right to withhold the payment from the 15th day onwards	The current penalty and timeline provisions appear too strict and unfavorable. We request that penalties be applied only if a resource is not deployed within 15 days, instead of from the first day of absence. Further, the penalty may be rationalized to Rs. 500 per week per resource.	No change
	6.1 SLA & PENALTY TERMS, Page No. 70	8 Failure in joining of selected resource - Rs. 5,000/- per resource per individual case Applicable penalty - Rs. 5,000/- per resource per individual case	The proposed penalty of Rs. 5,000 per resource per individual case for failure in joining appears to be very high and discouraging, particularly as such situations may arise due to unforeseen individual circumstances that are beyond the control of the agency. In the IT industry, such instances are very common, and imposing a high penalty could result in unjustified penalty to the bidder. We therefore request the authority to kindly rationalize the penalty in line with other manpower deployment provisions. A reasonable and proportionate penalty of Rs. 500 per person per week of delay may be considered. This will ensure fairness to the executing agency, while still safeguarding the authority's interest in timely deployment of resources	Refer corrigendum
	6.1 SLA & PENALTY TERMS, Page No. 70	10 Penalty on account of submission of CVs without pre screening The Selected Agency(ies) shall submit the profile of the sponsored candidates after pre-screening at their level matching the required technical and educational qualification criteria. Applicable Penalty - "No penalty shall be imposed for up to three pre-screening related lapses across all positions within a Month. Beyond this limit, a penalty of Rs. 2,000/- per case shall be applicable	." The limit of only three pre-screening related lapses across all positions within a month appears to be very restrictive and may not be practical, given the scale of manpower requirements. We therefore request the authority to kindly consider a more reasonable threshold — 20% of the total requirements shared with the agency or 5 pre screenings, whichever is higher. This will ensure adequate flexibility for the agency while still maintaining the quality of screening.	No change

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	Pg no./Section No./Clause No	RFP/Tender Description		
	6.1 SLA & PENALTY TERMS, Page No. 71	A penalty of Rs. 50 Thousand (INR) per resource will be levied if a resource who has not resigned and is removed from the project by the selected agency (ies).	We understand that the penalty of Rs. 50,000 per resource shall be applicable only in cases where the agency has removed a deployed resource without valid justification or prior approval of the authority. However, if a candidate absconds on their own without resignation and without the agency's involvement, the penalty shall not be applicable to the agency. In such cases, the agency should promptly provide a suitable replacement within the stipulated timeline.	No change
	2.2 INSTRUCTION TO THE BIDDERS FOR ONLINE BID SUBMISSIO, Page No. 10	The Technical & Commercial Bid must be uploaded to https://tender.nprocure.com & the Bid Security and bid processing fees must be delivered to the office of Gujarat Informatics Ltd on or before the last date and time of submission of the bid.	We request the authority to allow 3 working days from the date of bid submission date for bidders submitting from outside the state, to accommodate transportation and logistics.	NO CHANGE
	3.2 ELIGIBILITY CONDITION Page No. 17	GIL reserves the right to seek clarifications on the already submitted documents; however, no fresh documents shall be accepted. The time limit, in which the Bidders have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.	We request GIL to kindly revisit this clause and make it more standard and relaxed, in line with the standard practices followed in all GIL tenders, so as to encourage wider participation in the empanelment process.	NO CHANGE
	7.2 PAYMENTS TERMS, Page No. 73	7.2.1 The payments to the successful bidder will be made on monthly basis on acceptance of the invoice by the TENDERER or its designated agency	As per the clause, payments to the successful bidder will be made on a monthly basis upon acceptance of the invoice by the Tenderer or its designated agency. However, in general practice, other nodal/government agencies such as NICSI, ChiPS, MahaIT, and MPSEDC etc. release payments directly to vendors under manpower empanelment. We therefore request GIL to define a proper payment mechanism in this tender and suggest that payments be routed directly through GIL to the empanelled vendors, to ensure smooth, transparent, and consistent payment. We also request that a minimum timeline for payment release be clearly defined in the RFP.	NO CHANGE
	RFP Page No: 11	• Tier-1: Up to 05 (Five) Vendors • Tier-2: Up to 10 (Ten) Vendors • Tier-3: Up to 15 (Fifteen) Vendors	Please detail how manpower requisitions will be allocated/distributed Any specific allocation parameters? across tiers (rotation, best-fit, past performance, TAT, geography, niche skills). Also confirm how many agencies per requisition will be invited and standard response TAT for CV submissions/interviews.	Discussed and resolved during meeting
	4.39.4	In case of resignation, employee will have to serve minimum 02 months of notice period from the date of resignation submitted to respective department and agency.	Where the department requests early release (full/partial waiver of 60 day notice), please clarify the commercial treatment: (a) Is notice buy out permitted? (b) Who bears the residual cost if the resource is released earlier at department's insistence? (c) Does replacement SLA start from approval date? Allow mutual notice buy out initiated by the department, with agency held non liable for remaining notice costs, and no penalties if early release is department mandated	Refer corrigendum

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	Pg no./Section No./Clause No	RFP/Tender Description		
	4.39.6	If date of joining for any contract is holiday, then next working day will be considered.	For renewals/extension scenarios falling on a holiday, please confirm no break in service, continuous billing & benefits, and PF/ESIC continuity. Treat renewals on holidays as continuous service with effective date preserved, administratively posted to next working day.	NO CHANGE
	4.40.4	The bidder shall be solely responsible to adhere to all the rules and regulations relating to labor practices and service conditions of its workmen and at no time shall it be the responsibility of GIL.	Please clarify statutory paid leave obligations (e.g., maternity/paternity as per applicable Labour law and GOI Guide line). Are such paid leaves reimbursable by the department.	NO CHANGE
	5.4.13	Tenderer/Department shall make the necessary arrangements like sitting space, Laptop/PC etc. for the manpower.	Will only the Department provide these resources?	Discussed and resolved in meeting
	5.4.14	The Selected Agency(ies) shall pay the Remuneration within 01st to 07th day of every month to the engaged resource with the Tenderer.	As per Company HR policy salary will be disbursed. Please confirm flexibility.	Discussed and resolved in meeting
	5.4.17	Selected Agency(ies) shall have to submit invoice along with the same wage month's copy of the attendance register and Remuneration register for having made payment to the manpower provided, necessary copies of the challans for having made payments of the statutory deductions like PF with EPR file, Professional Tax, ESIC contribution, Workmen's Compensation (wherever applicable) Service Tax/GST etc. in respect of the proceeding month's payment. If such copies have not been submitted, then the payment of bill will not be made by Tenderer /department. Tenderer/department will not reimburse any amount over and above the quoted price in price bid. Further, bidder is required to adhere to all the statutory requirements like Provident fund, Employees Insurance, performance reward or Bonus etc.	Since PF/ESIC ECR become due after month end, request acceptance of previous month's challans with the current invoice, along with salary bank transfer proof; current month's challans can be submitted on availability within statutory timelines. Permit billing with prior month PF/ESIC challans + current salary proof, and submit current challans subsequently.	NO CHANGE
	5.4.22	Panel of candidates – tenderer will ask for list of candidates in 1:3 ratio (i.e., bidder has to provide at least 3 resumes against one post and the three candidates must attend interview). Based on the panel list of candidates and requirement, tenderer may issue the work-order to the bidder.	As per current industry standard, 1:3 ratio is difficult for 1 post. Bidder should be allowed to submit maximum CVs possible; attendance depends on submission date and interview schedule.	Discussed and resolved in meeting
		SWITCHING OF RESOURCES: Under the contract period, it is not permissible to switch resources from one empaneled agency to another EMPANELED AGENCY and one department to another DEPARTMENT with same empanelment. Empaneled agencies	Kindly allow intra-panel movement between departments (same agency) with 2-month notice and mutual consent to retain talent within Government ecosystem; no-poach across agencies may continue.	

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	Pg no./Section No./Clause No	RFP/Tender Description		
9	5.5	are required to conduct a comprehensive background check of the proposed resources prior to presenting their CVs to the Tenderer, to avoid any violation of this provision. If a resource is engaged under this contract from one agency can join other empaneled agency only in case if he/she has resigned and completed 03 months' duration post his/her relieving from the previous empaneled agency.	Permit inter-department mobility within same agency with defined notice.	Refer corrigendum
	5.6.5	It will be responsibility of the Selected Agency(ies) to provide following insurance cover to the engaged resources with the Tenderer: i. Life Cover Insurance (10 Lakhs or above) ii. Medical/Health Cover Insurance for employee and spouse (02 Lakhs or above)	Agency must be allowed to cover as per Company HR policy. Agency will not change corporate plan.	Discussed and resolved during meeting
	6.1 SR. 2	60 Days' notice period to be served by the deployed resource	If the department declines to allow the resource to serve the full notice, please confirm who bears the cost of the unserved portion and whether penalties/dues on agency are waived. Where early release is department-mandated , department to bear/waive the residual cost and no penalty to agency; allow replacement SLA to restart from approval date.	Refer corrigendum
	6.1	Failure in joining of selected resource	Kindly waive this penalty where non-joining arises due to background check failures, medical reasons, or offer withdrawal beyond agency control; allow replacement within X days before any penalty applies.	NO CHANGE
	6.1	Penalty on account of delayed Remuneration - The Selected Agency(ies) shall pay the Remuneration within 01st to 07th day of every month to the engaged resource with the Tenderer.	Rs. 2,000/- per resource per individual case. As per Company HR policy salary will be disbursed; Agency may not change corporate policy.	Refer corrigendum
	As Per the Page No. 45, Column 6th	`Software Developer – Dot Net Technologies/ Other Open-Source Technologies PHP Developer (Only for Tier-3)	We would like to request the right for allocation or deputation of additional PHP developers for Tier 2 support. Currently, we have existing PHP developers who are actively engaged in several projects with GIL, and to ensure seamless project execution and support.	NO CHANGE
	As per the Page no. 66, Point 5.4.14	: The Selected Agency(ies) shall pay the Remuneration within 01st to 07th day of every month to the engaged resource with the Tenderer	As per our company policy, salaries are paid on the 10th of each month. We receive biometrics and attendance data by the 4th, but processing and finalizing salaries require at least 4 days. 2 days for our operations team and 2 days for the finance team. Therefore, releasing salaries between the 1st to 7th is challenging for us.	Discussed and resolved during meeting
		Query Related to Duplicate CVs deadline.	You are requested to give us timeline or deadline, in how many durations will be able to process for the Duplicate CVs or resumes. Example in 1 month.	Refer corrigendum
	As per the Page No. 67, Point 5.5	(Switching of Resources)	Request to Adjust Resource Switching Timeline: We kindly request that the timeline for switching resources be extended to within 2 months. This is essential as, during the profile and documentation process, we need to submit the last 3 months' salary slips. A gap of 3 months for manpower will be challenging and difficult for us to manage effectively.	NO CHANGE

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	As Per the Page No. 70, Point No. 8	penalty on Failure in joining of selected resource is Rs. 5,000/- per resource per individual case	Our request is to reduce the penalty for failure to join the selected resource from Rs. 5,000 per resource per case to a range of Rs. 1,000 to Rs. 1,500. This is because there are various types of cases, including emergencies and critical personal issues, which prevent employees from joining on time. The current penalty amount is quite high, and we kindly request you to consider this matter and review it.	Refer corrigendum
	Point 5.2 MANPOWER REQUIREMENT, 5.2 .4		We seek clarification regarding the specific qualification requirements for the master's in electronics mentioned in the job requirements. Currently, there are multiple variations such as Electronics in Telecommunications, Electronics & Mathematics, Electronics & Statistics, Microelectronics & Nanotechnology, and others. Additionally, many candidates possess foreign degrees related to electronics and IT. To ensure accurate candidate screening, kindly specify whether the master's degree should be in a particular specialization or if all these variants are acceptable. Furthermore, we request you to consider a more lenient qualification criterion for certain roles, such as Technical Support Engineer, System Admin, where a diploma in IT or CS or related fields could be deemed sufficient, as degrees may influence skill assessment. Your guidance on these points will help us streamline the candidate selection process effectively.	Discussed and resolved during meeting
	Page No. 65, Point 5.4. 9.1	Up to 10% increment above upper limit of gross monthly cost to company mentioned in column 'F' shall be considered in below cases to retain a suitable candidate who have resigned from his/her position and having another job offer, after producing the offered Remuneration	Considering the current market conditions, a 10% increment appears to be insufficient; we kindly request an increase to at least 15% to 20% for Tier 2 profiles, as attracting skilled and experienced professionals within the existing budget remains challenging.	NO CHANGE
	Page No. 41 Point 4.38. 10:	GIL will charge 3% of final CTC for 6 months from the date of joining of the manpower services provided to the respective department as per DST GR: – LAN-2004-927-DST dated 30th July 2004. In case any employee leaves department before 6 months, surplus/deficit will be adjusted as per the respective CTC.	We kindly request you to avoid incurring this penalty, as it can be inconvenient for employees adapting to the work environment. Instead, we suggest considering shifting to another project so penalty should not be imposed in such cases	NO CHANGE
	Page No. 40, Point 4.37.2.11	Background verification: All the manpower engaged by Selected Agency may be subjected to proper background verification check for Date of Birth, Educational Qualifications, Experience, and police verification of antecedents within 45 days of joining.	Request for review and clarification: Please review Point 4.37.2.11 (Page 40) and Point 6 (Page 70), as they appear to be conflicting, and provide guidance on how background verification can be effectively processed prior to the Date of Joining (DOJ). We Required clarification about (On or before the date of joining)	Refer corrigendum
	Page No. 70, Point 6th:	Background verification of selected resource. In the event of any issues arising from the background verification of a candidate, a penalty equivalent to 15 days of the candidate's monthly remuneration shall be imposed. Furthermore, if the candidate is found any fraudulent activity, the contract for the candidate shall be terminated immediately		

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10	Net Worth	The bidder should have positive net worth in last three financial years i.e.2012-22 & 2022-23 and 2023-2024 Net - worth of any parent ,subsidiary,associated or other related entity shall not be considered.	No. cut pff or entry criteria provided in terms of INR value .Any specific criteria or cut off to considered?	NO CHANGE
	5.2.2	Manpower will be provided at on site by the bidder.	Please specify locations / on site locations for the deputed resources to be placed	Cannot be estimated as the requirement will be from DST and other GoG dept.
	5.4	MANPOWER TYPE,EXPERIENCE & MAXIMUM GROSS MONTHLY COST TO COMPANY TO BE PAID TO MANPOWER	The table indicate QTY=1 across all roles Any other QTY required or only 1 - Please confirm.	It will be as per the requirement from DST and other GoG dept.
	3.2 - 9.1	9.1 IT Project (design, development, implementation of software application, mobile application, website development, ERP Solution Development and implementation etc / Manpower)	There is a discrepancy between Eligibility Compliance Sheet / Clause 9.1 and Eligibility Condition 9.1. We kindly request that Eligibility Condition 9.1 should be same as Eligibility Compliance sheet / Clause 9.1, which states: "The bidder should have experience as per eligibility condition for respective Tier for implementation projects in the field of Design, Development, Implementation and Maintenance of Application Software and Websites and Mobile Application (IOS/Android) Development during in the last three financial years i.e. 2021-22, 2022-23 and 2023-24. This shall include ongoing work and fresh execution projects." Please clarify whether each project should encompass all modules or if we can share combinations of projects comprising modules such as Design, Development, Implementation and Maintenance of Application Software OR Websites OR Mobile Application (IOS/Android) Development through maximum three project of each value INR 5 Cr.	NO CHANGE
	4.15.2	4.15.2 GIL will have a panel of vendor for L1 (quartile process) only as under for: For Tier-1 a panel of up to 5 (Five) empaneled vendors	We request a detailed clarification on the process for business distribution among the up to five L1 vendors. Please specify the exact methodology that will be followed for work allocation.	It will be circulated to the empanelled agencies.
	4.38.2	Departments intending to avail services under TIER-I must obtain prior approval from DST before approaching GIL. Selection and Deployment of manpower of resources under Tier-1 will be done only with prior approval from DST.	Request you to please provide further clarity & methodology on this.	It is an internal process for GIL & GoG Depts. Requirement will be shared through GIL to empanelled agencies.
	5.4.23	5.4.23 Period of manpower engagement - The period of engagement of any manpower will be purely on requirement basis for the duration of 12 months.	Please clarify the minimum period for manpower engagement. We request an amendment to clearly state that the minimum deployment period for all resource categories will be for minimum 12 months & if the period is reduced for any reason, payment will be made for minimum 12 months.	NO CHANGE
	5.2.3	Tenderer may hire manpower services from successful bidder for minimum one month.	Also request department to give minimum notice period of 3 months for removal of any resource from any project.	
	5.4.1	MANPOWER TYPE, EXPERIENCE & MAXIMUM GROSS MONTHLY COST TO COMPANY TO BE PAID TO MANPOWER (INR)	Request you to please provide a clear and detailed breakdown of the components that constitute the "Maximum Gross monthly Cost to Company (CTC) to be paid to Manpower (INR).	Discussed and resolved during meeting

Tender for Rate Contract RFP regarding empanelment of agencies for providing "IT Technical Manpower" for GIL & various Govt. Departments / Offices / Boards/Corporations/ Company etc. through GIL (Tender)				
Sr. No.	RFP/Tender Reference		Query/Clarification/ Suggestions from the Venders	Responses to Vendors
	Pg no./Section No./Clause No	RFP/Tender Description		
11			Request you please clarify the policy regarding overlap costs. Please confirm the minimum handover period between outgoing & new incoming resource.	Refer corrigendum
	6.1	SLA & PENALTY TERMS	The maximum penalty is not specified. We request that the total penalty be capped at a maximum of 10% of the respective resource's monthly cost. Currently there is no capping on the maximum penalty.	No change
	4.38.10	GIL will charge 3% of final CTC for 6 months from the date of joining of the manpower services provided to the respective department as per DST GR: – LAN-2004-927-DST dated 30th July, 2004. In case any employee leaves department before 6 months, surplus/deficit will be adjusted as per the respective CTC.	Please clarify whether the 3% GIL charge will be calculated on the monthly CTC or the annual CTC of the manpower. Request you to provide an example with working for clarifying the same. Request you to please provide a clear and detailed methodology for the adjustment of the 3% GIL charge when a resource leaves before completing the six-month period. We require a precise formula to understand how the "surplus/deficit" will be calculated and settled.	NO CHANGE
	6.1.3 SLA & PENALTY TERMS	A penalty of Rs. 50 Thousand (INR) per resource will be levied if a resource who has not resigned and is removed from the project by the selected agency(ies).	We kindly request that this amount be reduced to a more reasonable Rs. 10,000 per resource.	No change
	FINANCIAL BID	7.1.8 Payment will be made on monthly basis.	The payment terms state that payments will be made on a monthly basis. However, the RFP does not specify the number of days within which payment will be made. We request you to kindly specify the exact payment timeline after submission of invoice. We request to make it within 30 days from the date of submission of invoices	NO CHANGE
	6.1 SLA & PENALTY TERMS	12. Penalty on Default on non-submission of CV, for Tier 1 - if more than 15 days then Rs. 1000/- per position per day delay beyond timelines.	Regarding the penalty for the non-submission of CVs, we find the amount of Rs. 1,000 per position per day after the 15-day period to be very high. We kindly request that you review this clause and consider reducing the penalty to a more reasonable amount.	Refer corrigendum
	5.4 5.2 MANPOWER REQUIREMENT	MANPOWER TYPE, EXPERIENCE & MAXIMUM GROSS MONTHLY COST TO COMPANY TO BE PAID TO MANPOWER (INR)	Rate card is very low ... L1 - 138000 L2 - 184000 L3- 259000 L4- 316000 Considering the market value and quality of the above level of experience level, we request you kindly revise the CTC to - (for Sr. No. 1 to 4, 19, 23) L1 - 2,00,000 (06 Years to 08 Years) L2 - 2,25,000 (08.1 Years to 10 Years) L3- 3,00,000 (10.1 Years to 12 Years) L4- 3,50,000 (12.1 Years to 14 Years) for - (for Sr. No. 5 to 6) L4 - 1,50,000 (5.1 Years to 07 Years) L5 - 2,00,000 (7.1 Years to 10 years) L6 - 3,00,000 (7.1 Years to 10 years) L7 - 3,00,000 (10.1 Years to 12 years)	No change

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12	3.2 ELIGIBILITY CONDITION Certification & Compliance Point # 7 Page # 16	Tier 1 : CMMi L5 Tier 2 : CMMi L3 Tier 3 : CMMi L3 or ISO 9001-2015	The main objective of this empanelment is to provide IT Technical manpower, mainly for software development, we hereby request authority to kindly amend the certification criteria as, Tier 1 : CMMi L5 Tier 2 : CMMi L5 Tier 3 : CMMi L3 or latest	NO CHANGE
	3.2 ELIGIBILITY CONDITION Work Experience: 9.1 Point # 9.1 Page # 17	9.1 IT Project (design, development, implementation of software application, mobile application, website development, ERP Solution Development and implementation etc / Manpower) - 03(three) IT Domain projects each of project value Tier 1 : INR 5 Crores or more Tier 2 : INR 50 Lakhs or more Tier 2 : INR 25 Lakhs or more	We request Authority to kindly amend the said criteria, IT Project (design, development, implementation of software application, mobile application, website development, ERP Solution Development and implementation etc / Manpower) 03(three) IT Domain projects each of project value Tier 1 : INR 5 Crores or more Tier 2 : INR 3 Crores or more Tier 2 : INR 1 Crores or more	NO CHANGE
	3.2 ELIGIBILITY CONDITION Page # 17	*The committee may ask bidders to share CVs (some or all) of such employees. In certain circumstances, they may be asked to be available for interview/interaction.	1. Submission of CVs for all resources may not be practically feasible. We therefore request you to kindly restrict the requirement to 5–10 representative CVs. Additionally, we request 8–10 working days' time for compiling and submitting the CVs. Your consideration in this regard will be appreciated. 2. Furthermore, kindly specify the type of resources or skill sets for which the CVs are to be submitted, so that we can provide the most relevant profiles.	NO CHANGE
	4.38 RECRUITMENT PROCESS Page # 41	4.38.10 GIL will charge 3% of final CTC for 6 months from the date of joining of the manpower services provided to the respective department as per DST GR: – LAN-2004-927-DST dated 30th July, 2004. In case any employee leaves department before 6 months, surplus/deficit will be adjusted as per the respective CTC.	1. We understand that GIL 3% Service charges are to be paid by respective department to GIL and the selected agency has involvement in terms of payment to GIL - Kindly confirm - If Selected agency is responsible to pay 3% SC to GIL, then the said GIL's 3% SC would be paid additional to the CTC of resource & the agency %SC per resource. - Kindly clarify	GIL service charge is separate from agency service charge.
	4.40.4 pages no. 42	The bidder shall be solely responsible to adhere to all the rules and regulations relating to labor practices and service conditions of its workmen and at no time shall it be the responsibility of GIL	The appointed person is going to work from GIL/Departments, during any untowards incident because of unforeseen events how the vendor will take the responsibility for this	NO CHANGE
	5.2 MANPOWER REQUIREMENT Page # 44	5.2.3 Tenderer may hire manpower services from successful bidder for minimum one month.	The minimum service period to be maintained should be one year instead of one month.	NO CHANGE
	5.6 REMUNERATION TO RESOURCES Point # 5.5.1.2 Page # 67	5.6.1 Revision in the man-month cost shall be as per the below table per year on previous year cost shall be applicable. 5.5.1.1 TIER I: 7.5 % to 10% 5.5.1.2 TIER II: 5% to 7.5% 5.5.1.3 TIER III: 5%	Looking to the current Industry standards & trend, to retain the resources, the referred revision in Remuneration is very less, we request Authority to kindly relook, we would suggest as below, - TIER I : 15% to 20% - TIER II : 10% to 15% - TIER III : 8% to 10%	NO CHANGE

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	5.6 REMUNERATION TO RESOURCES Point # 5.6.4. & 5.6.5 Page # 68	5.6.4 Insurance cover to the engaged resources 5.6.5 It will be responsibility of the Selected Agency (ies) to provide following insurance cover to the engaged resources with the Tenderer: i. Life Cover Insurance (10 Lakhs or above) ii. Medical/Health Cover Insurance for employee and spouse (02 Lakhs or above)	As per Labour Law, the coverage of Life / Health Insurance is not mandatory. Secondly it would also have additional impact on the deduction in Resource salary break-up and will also increase the agency service charges. We hereby request Authority to kindly remove the said clause.	NO CHANGE
	6 SECTION - PENALTIES AND SERVICE LEVEL AGREEMENT (SLA) 6.1 SLA & PENALTY TERMS Point # 7 Page 69	Absence without prior approval from the TENDERER. (Absconding matters) - A penalty of ₹1,000/- (Rupees One Thousand only) per resource per day shall be imposed from the date of absence.	As it is referred as Absconding matter, there has to be minimum period of absence days, such as 10 to 15 days and thereafter tenderer needs to provide sufficient time (60 days) to selected agency, for them to give the replacement, before imparting any penalties. As resources are selected by the GIL committee. However, if for any reason a candidate discontinues their service, it is beyond anyone's control. The responsibility for replacing such candidates lies with the agency. The replacement should not be made within 15 days but must be completed within 60 days. - We request Authority to kindly amend the clause accordingly.	Refer corrigendum
	6 SECTION - PENALTIES AND SERVICE LEVEL AGREEMENT (SLA) Page 69	Penalty on account of delayed Remuneration:The Selected Agency(ies) shall pay the Remuneration within 01st to 07th day of every month to the engaged resource with the Tenderer.	We would like to kindly highlight that remuneration is directly dependent on attendance records. In order to process this accurately, it is essential that we receive the attendance data by the 1st of every month. Therefore, we respectfully request that if the attendance data is not provided by the 1st, no penalties or deductions be imposed due to delayed or missing information.	Refer corrigendum
	6 SECTION - PENALTIES AND SERVICE LEVEL AGREEMENT (SLA) 6.1 SLA & PENALTY TERMS Point # 8 Page 70	Failure in joining of selected resource - Rs. 5,000/- per resource per individual case	The resources are provided from open market and in IT industry, it is quite common that many of the resources after committing & accepting the Appointment letter, do NOT join, so the selected agency can not be penalized for the same , at most selected agency would provide you the alternate CV for said position. - Kindly remove this clause.	Refer corrigendum