

Reply to Pre-bid queries for "Selection of Agency for Hiring of Skilled Manpower for ICDS ISSNIP" Project					Response by MAP_IT
S No.	Section No	Clause No & Page No	Reference / Subject Clarification	Query / Suggestion	MAP_IT Response
1	1	5. c. / Page No 18	Eligibility Criteria : The Bidder should have experience of running at least three similar projects of providing minimum 200 IT related Skilled Resources in each project in last five years for any Central/ State Government/ Government Corporation/ PSU or reputed private organization. Copy of Work Orders/ PO should be furnished as documentary proof.	Request for Change this clause with : The Bidder should have experience of running/completed similar projects of providing IT and IT Related Skilled Resources for any Central/ State Government/ Government Corporation/ PSU or reputed private organization. Copy of Work Orders/ PO should be furnished as documentary proof and Bidder / Agency should have at least one work order where they deployed 200 + manpower at block/Tehsil level across the Madhya Pradesh.	Refer Corrigendum
2	1	5. c. / Page No 18	Eligibility Criteria : Quality Certificate	Request to add : The Bidder Must have ISO 9001 and ISO 27001	As per RFP
3	2	Clause no. 25/ Page 26	The Bidder shall furnish, as part of its bid, a refundable EMD of INR 5,00,000/- (Rupees Five Lakhs only) through Bank Guarantee/ Demand Draft. The BG/ demand draft should be drawn on a nationalized / scheduled bank valid for minimum 180 days (80 days in case of DD) in favor of the "MAP_IT Bhopal" payable at Bhopal.	<p>As per the guidelines of Department of Electronics &amp; Information Technology, GOI for system integrator</p> <p>To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except those who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department.</p> <p>The units registered under Single Point Registration Scheme of NSIC are eligible to get the following benefits under "Public Procurement Policy for Micro &amp; Small Enterprises (MSEs) Order 2012" as notified by the Government of India, Ministry of Micro Small &amp; Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012. * Issue of the Tender Sets free of cost; * Exemption from payment of Earnest Money Deposit (EMD). <b>The exemption of Tender fee &amp; EMD is requested for NSIC registered bidder.</b></p>	Being a Manpower related RFP, NSIC Certificate is Not Applicable
4	1	Clause no. 5/ Page.18	The bidder should have minimum average annual turnover of Rs. 25 crore in last 3 years (F/Y 12-13, 13- 14 & 14-15). As documentary proof, Audited Balance Sheet & Profit & Loss A/c is to be submitted.	<p><b>As per the Central Vigilance Commission Guidelines Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.</b></p> <p>On an average we have to pay Rs. 60 lakhs as salary to the manpower on monthly basis. In a quarter we have to pay not more then 2 crore. So for checking the financial stability &amp; investment capacity of the company the Turnover criteria called is on very higher side. As per CVC guidelines the turnover clause should be modified to Rs. 3 Crore.</p>	As per RFP Further, the clause referred in the query is related to the Civil/ electrical works.

5	1	Clause no. 5/ Page.18	The Bidder should have experience of running at least three similar projects of providing minimum 200 IT related Skilled Resources in each project in last five years for any Central/ State Government/ Corporation/ PSU or reputed private organization. Copy of Work Orders/ PO should be furnished as documentary proof.	<p>As per the Central Vigilance Commission Guidelines or guidelines of Department of Electronics &amp; Information Technology, GOI for system integrator both states that</p> <p>Experience of having successfully completed similar works :-</p> <p>a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p>or</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p>or</p> <p>c. One similar completed work costing not less than the amount equal to 80% of the estimated cost. We request to modify this clause as per the CVC guideline as</p> <p>a. three work of 2.8 cr. Each.  B. Two works of 3.5 Cr. Each  c. single work of rs. 5.7 cr.</p>	Refer Corrigendum
6				<p>Technology, GOI for System Integrator. The following Certifications should be included to ensure the quality of the Deliverables</p> <p><b>(SEI) CMMI certification</b> is relevant for projects where software implementation or application development is being done.</p> <p><b>ISO 9001 certification</b> is a certification required for quality systems. It provides a set of generic requirements relating to the processes of development and production, and how they will be managed, reviewed and improved in order to achieve customer satisfaction. This is a basic hygiene check for a company bidding and should be a requirement in normal case  Hence this certification is relevant for projects needing industry accepted quality management standards for the processes and transactions involved in solution delivery</p> <p><b>ISO/IEC 20000 certification</b> is relevant where projects need standards on service management, such as Application support and Hardware support  As the tender is for Software implementation &amp; manpower Services. So, it is requested to add the mentioned certifications for ensuring the Quality of services &amp; delivery.</p>	As per RFP
7	1	Clause no 5(b) page no 18	Annual turnover of ___ is 20.69 crores, 14.62 crores and 22.45 crores in FY 12 -13, 13-14 14-15 respectively. It pertains to the salary, travelling and other expenses incurred by company on behalf of the clients whereas as per accounting practices of the company figures in profit and loss statement includes only service charges received by it for services from its clients.		As per RFP  The turnover shall be reflected through Audited P&L & Balance Sheet account to be submitted by bidder.
8	1	Clause 5 (c ) page 18	___ has undertaken many projects for providing skilled manpower for development sector but they are not specifically related to IT skilled manpower.		Refer Corrigendum

9	1	Clause 5 (8) page 18	___ has large number of development sector professionals in its rolls hired on behalf of many international NGOs like UNICEF however they are not specifically pertaining to IT skilled manpower.		As per RFP
			Kindly confirm if we can apply for this tender		The committee will decide on the eligibility based on the bids submitted.
10	1	Clause 5 5B/18	Minimum Average Turnover in Last 3 Years	The desired turnover of Rs 25 crores should be purely of Service Charges	As per RFP
11	4	Clause no 36/ page no. 42	Location wise deployment of resources	As per the government guidelines on ESIC, the areas where ESIC is not applicable, Worksmen Compensation Policy needs to be incorporated	As per RFP
12	4	Clause no 33/ page no. 39	Unit Rate Per Month of Block Project Assistant ( Salary )	The Gross Salary mentioned for Block Project Assistant should be of skill employee. The minimum wages for skilled employee as per the govt. labor law is Rs 8810/- <b>A calculation is attached for reference mentioning the skill employe salary details like gross salary/net salary &amp; CTC below this table.</b> It is important to note that the total salary you mentioned in tender is far below than the actual salary as per contract labour act & minimum wages act. If we consider your salary i.e. 7500 then also the CTC should be 8859 . The salary of project assistant should be of skilled worker because of two reasons; 1) qualification asked is graduate & 2) The skill asked is of IT	The Salary has been mentioned as per client's requirements. This shall be the minimum salary and the client may choose to increase it, as per their needs.
16	1	5. b. / Page No 18	BIDDER Eligibility / Qualifying Criteria: The bidder should have minimum average annual turnover of Rs. 25 crore in last 3 years (F/Y 12-13, 13- 14 & 14-15)	Average Annual turnover of the firm should be 50 Crore and the turnover should be of Services as the current project is of FMS/services	As per RFP
17	1	5. c. / Page No 18	The Bidder should have experience of running at least three similar projects of providing minimum 200 IT related Skilled Resources in each project in last five years for any Central/ State Government/ Government Corporation/ PSU or reputed private organization. Copy of Work Orders/ PO should be furnished as documentary proof.	Bidder should have at least experience of similar project with minimum 600 IT related skilled resources in single project	Refer Corrigendum
18	1	5. g. / Page No 18	The bidder should, at present, have minimum of 100 employees of profiles similar to our Job Descriptions (Section 3) hired on its payrolls for other organizations. Any documentary proof available (like PF/ESIC challans or similar documents for the month of May 2015) to this effect would have to be submitted as part of technical bid in the attached format as per Annexure 'D'	The bidder should have minimum 500 employees of profile similar to JD hired on its payroll. This clause is just to ensure better sustenance of the project	As per RFP
19	1	4, 4.11. / Page No 16	Others: Salary payment to the employees to be made on the last working day of the month. Bidder to ensure all compensation and benefits related processes are handled smoothly. Further to ensure that statutory and regulatory compliances, including Taxes are adhered to consistently manage all necessary statutory requirements related to joining and relieving of candidates including accounting and administrative process for the period of employment of the candidates deputed with ICDS ISNNIP Project. If ICDS is not satisfied with the performance of the resource, it may ask the bidder to replace the resources that shall be adhered too in the agreed timelines.	Requested to Change the Date of Salary from last day of month to 1st day of next month	Refer Corrigendum
20	1	4, 4.11. / Page No 16	Others: The resource should be available on all working days as per the M.P Govt. Calendar. The resource will be eligible for 15 paid leaves per year.	HR to confirm	As per RFP

21	2	8. / Page No 20	<p>PERIOD OF CONTRACT: The contract period is for one (1) year from the date of signing of Agreement. The contract shall be offered for District, Block &amp; project level locations (Annexure E). In case, the number of locations increases during the contract period, the bidder shall have to provide the additional manpower at the same price as offered in Financial Bid in all the required locations.</p> <p>If the department is satisfied with the performance of the agency, the contract can be extended for a further period of one year. In such a scenario, the department may at its discretion increase the salaries of the manpower deployed, upto a maximum limit of 8%.</p>	<p>The contract period is for one (1) year from the date of signing of Agreement. The contract shall be offered for District, Block &amp; project level locations (Annexure E). In case, the number of locations increases during the contract period, the bidder shall have to provide the additional manpower at mutually agreed upon terms and conditions the same price as offered in Financial Bid in all the required locations.</p> <p>If the department is satisfied with the performance of the agency, the contract can be extended for a further period of one year. In such a scenario, the department may at its discretion increase the salaries of the manpower deployed, upto a maximum limit of 8% will be mutually discussed.</p>	Refer Corrigendum
22	2	15. / Page No 22	<p>PAYMENT TERMS: The Service Provider can raise claim on monthly basis according to the number of manpower engaged in the project. The department will release the payment to the service provider within 30 days or earlier of their claim after acceptance of monthly deliverables. All claims will be submitted to following address:</p>	<p>The Service Provider can raise claim on monthly basis according to the number of manpower engaged in the project. The department will release the payment to the service provider within 15 days from the date of invoice. All invoices shall be deemed to be accepted unless disputed within 7 days from the date of receipt of invoice. All claims will be submitted to following address:</p>	As per RFP
23	2	15. / Page No 22	<p>PAYMENT TERMS: Upon successful deployment of selected candidate, while raising the invoice, successful bidder has to enclose a copy of PF &amp; ESIC (if applicable) challans, without which, the payment would not be processed. Further, the copies of TDS/Professional tax paid if any, shall also be enclosed with the Invoices.</p>	Request to delete.	As per RFP
24	2	18. / Page No 24	<p>MAP_IT RESERVES THE RIGHT TO THE FOLLOWING: To terminate the services if the assignment is not proceeding in accordance with the terms of contract</p>	Request to delete.	Refer Corrigendum
25	2	25. / Page No 26	<p>EARNEST MONEY DEPOSIT (EMD): The EMD may be forfeited in following cases:  1. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or  2. In the case of a successful bidder, if it fails within the specified time limit to sign the Agreement</p>	<p>The EMD may be forfeited in following cases:  1. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or  2. In the case of a successful bidder, if it fails within the specified time limit to sign the Agreement on mutually agreed upon terms and conditions</p>	As per RFP
26	2	26. / Page No 27	<p>PERFORMANCE SECURITY: In the event that ICDS terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay ICDS for any excess costs for such similar systems or services</p>	Request to delete.	Refer Corrigendum
27	2	27. / Page No 28	<p>SERVICE LEVEL AGREEMENT (SLA): The penalties, if applicable, shall be deducted from the monthly payment against the invoices of the agency. The maximum 'operational penalty' that can be deducted from the monthly invoice would be 25% of the 'monthly service fees' (i.e. row Y of the financial bid). Further, in case the value of total monthly 'operational penalties', is 25% or more of the monthly service fees for 2 consecutive months, the contract may be terminated and the performance guarantee may be forfeited.</p>	<p>The penalties, if applicable, shall be deducted from the monthly payment against the invoices of the agency. The maximum 'operational penalty' that can be deducted from the monthly invoice would be 25% 5% of the 'monthly service fees' (i.e. row Y of the financial bid). Further, in case the value of total monthly 'operational penalties', is 25% 5% or more of the monthly service fees for 2 consecutive months, the contract may be terminated and the performance guarantee may be forfeited.</p>	Refer Corrigendum

28	2	30. / Page No 30	<p>TERMINATION OF CONVENIENCE: ICDS, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ICDS convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by ICDS.</p>	<p>ICDS, Either Party by written notice sent to the other Party Successful Bidder may terminate the Contract, in whole or in part, <del>at any time</del> for its convenience by giving a prior written notice of 90 days. The notice of termination shall specify that termination is for ICDS-convenience, <del>the extent to which performance of the Successful Bidder under the Contract is terminated</del>, and the date upon which such termination becomes effective. However any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by ICDS.</p>	Refer Corrigendum
29			<p>If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute shall be settled through a process of arbitration as defined in the provisions of the Madhya Pradesh Madhyastam Adhikaran Adhiniyam, 1983 and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law</p>	<p>If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute shall be settled through a process of arbitration as defined in the provisions of the Arbitration and Conciliation act 1996 Madhya Pradesh Madhyastam Adhikaran Adhiniyam, 1983 and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law</p>	As per RFP
30	4	32. / Page No 35	<p>ANNEXURE A - PROPOSAL FORM: Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for Selection of Agency for Hiring Skilled Manpower for ISSNIP PROJECT at ICDS M.P and to meet such requirements &amp; provide such services as are set out in the Bid Document.</p>	<p>Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for Selection of Agency for Hiring Skilled Manpower for ISSNIP PROJECT at ICDS M.P and to meet such requirements &amp; provide such services as are set out in the Bid Document except for the deviations submitted along with this bid as Annexure X.</p>	As per RFP
31				<p>All fees and other payments required to be made by shall be exclusive of all applicable taxes except for tax assessed on Service Provider's income.</p> <p>In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Service Provider or if any existing taxes or levies are changed thereafter, the same shall be borne by the ICDS.</p>	As per RFP
32				<p>To be added: Termination : Either Party shall have the right to terminate this Agreement at any time: a. without cause and for convenience- on the delivery of ninety (90) calendar days' prior written notice to the other Party. b. with cause - in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days (or fifteen (15) days in the event of non-payment by the ICDS)</p> <p>Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective Parties; and all amounts due to Service Provider (including any agreed upon demobilization and transitioning charges, plus fees for the applicable notice period irrespective of whether ICDS requires Service Provider's services during such period) up to the effective date of termination shall be immediately payable. There shall be no charges for termination of orders or for Services not yet provided and Service Provider shall not be held liable for the same</p>	As per RFP

33				Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Service Provider) that may arise out of or result from this Agreement. The aggregate liability of Service Provider under this Agreement, shall not exceed the fees received by Service Provider under this Agreement during the three months preceding the date of such claim.	As per RFP
34				Neither party shall, without the prior written approval of the other party, disclose the other Party's designated confidential information, and shall take all necessary steps to ensure that its employees, agents and sub-Service Providers do not disclose the other party's confidential information. The confidentiality obligation of ICDS and Service Provider shall continue for one (1) year after the expiry/ termination of this Agreement	Refer Corrigendum
35				During the term of this Agreement and for a period of one year thereafter ICDS shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Service Provider, without the prior written consent thereof from Service Provider. Thus, the ICDS agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Service Provider at law or in equity	As per RFP
36				ICDS shall be responsible for timely site readiness. ICDS agrees that Service Provider shall not be in any manner liable for any delay arising out of ICDS's failure to make the site ready within the stipulated period.	As per RFP
37				Service Provider may subcontract or permit anyone other than Service Provider personnel to render the services or any part thereof under this Agreement or any Statement of Work issued hereunder, provided however that Service Provider shall be responsible for the performance of the sub-contractor and agents so appointed.	As per RFP
38				Service Provider's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Service Provider's performance is effected , delayed or causes non-performance due to ICDS's omissions or actions whatsoever.	As per RFP
39	1		IT Helpdesk: Manage Application Transition	Please elaborate what is the expectation from Bidder ? IT Helpdesk can primarily coordinate with the application team in resolving issues and can escalate the same to next level if required. Please suggest if same is the expectation ?	IT Help desk is not required to be created by the service provider. They have to provide the specified manpower only. Infrastructure for IT helpdesk, if any, will be created by the department.
40	1		Project Management: Coordinate logistics for trainings	We understand only coordination is part of scope and arrangement of any logistics/ payments will be done MAP IT only	Official travels by the resources, if any, would be reimbursed by Department
41	1		Software Support : All Helpdesk personnel will use the Issue Tracker application to record issues	Please suggest will MAP IT provide the Issue tracker application/ Helpdesk ticketing tool or bidder needs to factor the same ?	Service Provider only needs to provide the manpower only. All such infrastructure, if any, shall be arranged by Department.
42	1		Server hardware support will include support for hardware of storage and servers and network issues at the server end. All of this support will be managed centrally by MWCD.	Please suggest if server software support - L1, L2, L3 deliverables & availability also part of scope. If yes, Please share the complete inventory list location wise.	The Service Provider's scope is only limited to proving manpower who will in turn coordinate for this.All such infrastructure, if any, shall be arranged by Department.
43	1		Training: Develop effective ICDS-CAS module/s personal instructions/methodologies to complement the training sessions	Who will provide the training venue? Who will provide training infrastructure like systems, tables chair, projectors etc?	The Service Provider's scope is only limited to proving manpower who will in turn coordinate for this. All such infrastructure, if any, shall be arranged by Department.

44	1		Training: Develop effective ICDS-CAS module/s personal instructions/methodologies to complement the training sessions	What is the maximum batch size for trainings?	The Service Provider's scope is only limited to providing manpower who will in turn coordinate for this. All such infrastructure, if any, shall be arranged by Department.
45	1		Training: Develop effective ICDS-CAS module/s personal instructions/methodologies to complement the training sessions	Will these be soft copies or any hard copies are required?	The Service Provider's scope is only limited to providing manpower who will in turn coordinate for this. All such infrastructure, if any, shall be arranged by Department.
46			Salary payment to the employees to be made on the last working day of the month.	Please suggest this with respect to which month's salary. As per our policy we pay each resource salary on 1st of every subsequent month. For Eg: Salary of May is paid on 1st of June. Please consider the same	Refer Corrigendum
47			The travelling & incidental charges will be reimbursed directly to the resources, in line with the government directions.	Some of resources might not have enough amount to travel, stay (if required), by what mechanism will MAP IT ensure their stay & travel? Will MAP IT provide the stay if required?	Official travel and stay, if any of the resources, would be reimbursed by Department as per rates fixed by the Govt. Of Madhya Pradesh
48			HRIS modules to its employees: Compulsory core	What is the expectation from "compulsory core" requirement?	Compulsory Core refers to the core HR module of the HRIS related to employees
49			Penalty of Rs. 200/- per day per person for resources not deployed.	Please consider Rs. 100/- per day penalty instead of 200	As per RFP
50			Monthly replacements beyond 5% - Penalty of Rs. 1000/- per resource shall apply beyond 5% resource replacement.	We understand penalty of Rs 1000/- per resource shall apply one time and not re-occurring. Please confirm	Penalty of Rs. 1000/- per resource is applicable for each replacement beyond 5% limit of monthly resource replacement.
51			The maximum 'operational penalty' that can be deducted from the monthly invoice would be 25% of the 'monthly service fees	Please reduce maximum operational penalty % to 10% instead of 25%.	Refer Corrigendum
52			Project Associate	Project associate should be more experienced to handle the complete project and district level resource. Please consider a minimum experience of 8 years for the same and increase the salary accordingly.	As per RFP
53			District Coordinator : Extend help for lost/stolen phones.	Please elaborate the help required? We understand this is required from coordination perspective only. Please confirm?	Yes
54			Block level, District Level resources	Please suggest will MAP IT provide desktops/ Infra required for block/district level resources?	The required infrastructure shall be arranged by the department.
55	1	Section 1/Clause 5 (b) / page 18/	ELIGIBILITY/ QUALIFYING CRITERIA	The Minimum Turnover of 25 Crores is not justified and against the established norms, for a manpower service order of 7.5 crores/year approx. It is pertinent that the monthly cash outflow is expected to be around 65-70 lakhs and the bill payment is expected within 30 to 60 days. An average turnover of minimum 12 -15 crores is recommended.	As per RFP
56	1	Section 1/Clause 5 (c) / page 18/	ELIGIBILITY/ QUALIFYING CRITERIA	Since this is mainly a skilled manpower provisioning work, the experience requirement should be focussed to the ability of hiring skilled trade and managing large workforce spread over different districts of the state. The requirement of experience of three similar projects of providing minimum 200 IT related resources in each should be amended. This clause will eliminate otherwise much better companies. Please amend it to be "experience of three similar projects of providing minimum 200 IT related resources in each or providing a total of 600 IT related resources in a single project spread over at least 10 cities or a total of 800 plus IT related resources in last 5 years spread over at least 10 cities .	Refer Corrigendum