

Sub:- Minutes of the pre-bid meeting held on 12.03.2024 regarding tender 2024_HRY_362997_1 RFP for “Selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM)”.

Tender No: 2024_HRY_362997_1 - Replies to the queries/suggestions raised by various prospective bidders during pre-bid meet held on 09.02.2024 in reference to *Request For Proposal (RFP)* for “Selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM).” In pre-bid meeting, the representative of one agency was present. At the outset of the pre-bid meet, it was brought to the notice of the participant that the very purpose of floating the RFP is to hire the services of qualified and experienced manpower at State and Town levels for implementation of various components of National Urban Livelihood Mission (NULM). The replies to suggestions/queries raised/received during pre-bid meet are as under:

A. Point-wise replies to the queries/suggestions raised by prospective bidder received through email:

Sr. No	RFP Document (Volume, Page No. and Clause No.)	Content of RFP requiring Clarification	Points of Clarification	Remarks
I. M/s XEAM Ventures Pvt. Ltd., E-202, Phase 8 B, Ind. Area, Mohali (Chandigarh), 160055, T: +0172-4360000-144 M:+91- 8288976840, email www.xeamventures.com				
1	Vol 1 Invitation to Proposal	Earnest money Deposit Rs. 30,00,000/- (to be deposited in the form of Bank Guarantee)	Sir last tender no. SUDAH/HR/2024/01 submitted on 23.02.2024 has been cancelled, for the same we have submitted EMD as BG. Therefore you are requested to please confirm here the acceptance of the same BG for EMD for new tender as well.	As per Clause 3.4 of the RfP. Hence, Clause remains as is.
2	Vol 1 Page no 17 1, 2.11. Bid Prices : Clause No 3	Further, as per clarifications No. 43/5/2001-5 GS-II, dated 10.02.2015 of the office of Chief Secretary, Govt. of Haryana, the financial bid/proposal of the agency quoting Composite Agency Charges (service charges) @ 2% or less quoted shall be declined	Service charges are mentioned as 2.0% which is equivalent to the TDS to be deducted US 194(c) Since it is GOI funded project, there are standard guidelines by GOI for Service charges as Minimum 3.85%. You are requested to kindly consider same tenders of SUDA in other states where minimum Service charges are kept as 5% and 4.5% in Odisha and Uttar Pradesh respectively	As per point no. 03 of clause 2.11 clarifications issued vide letter No. 43/5/2001-5 GS-II, dated 10.02.2015 by the office of Chief Secretary, Govt. of Haryana Hence, Clause remains as is.
3	Vol 1, Pg 14, 2.3. Pre – Qualification Criteria Clause no 7	Manpower providing agency should have a management team of minimum five professionals as under:	There is a mandatory requirement to place 5 consultants on Agency's cost. Total cost for the same will be approximate 2 Lacs per month. Please clarify shall be quote this amount over and above minimum service charges as minimum service charges are 2% which is equivalent to TDS to be deducted.	In clause 2.11.4, it has clearly been clarified that the bidders shall prepare the bid based on details provided in the tender documents Hence, Clause remains as is.
4	Vol 1, Pg 14, 2.3. Pre-Qualification Criteria: 6	The Agencies should have the following experience of completion of similar works in Central/State Government Departments, statutory entities, autonomous institutions, public sector undertakings (PSUs) of the Government of India.....	We request to specify that the Similar Work should means as “Providing of Technical/professional experts/specialists as PMU (Project management Unit) for implementation of central government development schemes in any State like NULM, PMAY, SBM etc.	As per the note mentioned in point no. 06 of Clause 2.3 of Pre-Qualification Criteria, similar work here means the qualified and experienced manpower as required for this RfP. As per RfP, Hence Clause remains as is.

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5	Vol 1, Pg 27, Technical Bid Evaluation (4.5) SR No 6 in Table	Availability of facilities for providing training and skill up-gradation including tie-up with training and skill Development institutions. - Agency's own infra with proper class room, lab and tie-up with faculties for Civil Engineering, Urban Planning, Software, Finance and Management. - Tie up with Skill development agency/Institutions for Civil Engineering, Urban Planning, Software, Finance and Management	Please clarify > Types of training to be provided > Number of Trainings > Mode of trainings Onine or Offline If offline Who will bear the cost of boarding Lodging and Travel of the participants. > Do we need to consider the cost of trainings in our service charges while quoting for this tender > What kind of documents required to be submitted for showing the availability of infrastructure and prior experience of providing trainings ?	As per the requirement and instructions issued from time to time. Hence, the clause remains as is.
6	Vol 1, Pg 33 6 The Commercial Model and Payment Schedule Clause g	The Agency will ensure the payment of monthly salary (including duly approved admissible leaves) through online system to persons deployed through them by 10 th of every month and deposit of their deductions and dues within time limit as prescribed under different Laws/Acts.	We understand that admissible leaves will be as per the SUDA, H approved leave policy, please share the leave policy for the staff to be deployed under this contract.	As per the instructions issued vide letter no. 16/7/2015-3GSII dated 01.09.2016 of Chief Secretary, Haryana Clause remains as is.
7		Maternity leave Benefits	Please Clarify if the Maternity leave benefits and the wages for all the leaves shall be paid by the SUDA H to the Agency as per orders/Memo no. 16/06/2022-3 HR-III by CS of Haryana dated 29.09.2023.	As per the State Government instructions issued from time to time.
8	Vol 1, Pg 33 6 The Commercial Model and Payment Schedule Clause	i. The Agency will be liable to make up any kind theft/loss happened due to negligence or intention of expert/ specialist/manpower provided on outsource basis by the Agency. The Agency may deduct/recover such amount of loss/damage from the guilty/responsible person/employee/expert as per agreement executed by the Agency with that person/employee/expert will be deducted from their monthly bill(s)	Here the responsibility of recovery from Employee is kept on the Agency. To ensure this, the Agency shall be allowed to take a refundable security deposit from the employee which can refunded at the time of expiry of the contract and upon receipt of NoC from the reporting officer.	Clause remains as is.
9	Vol 1, Pg 33, 6.1 OTHER LIABILITIES OF AGENCY IN RESPECT OF MANPOWER DEPLOYED	f. The Agency shall ensure that all the manpower deployed in SUDA,H are covered under the requisite ESI scheme under applicable law and in case of any accident to manpower while working in SUDA,H, it shall be the sole responsibility of the Agency on this account whatsoever.	Please clarify regarding the Payment with respect to ESIC employer's contribution is it to be deducted from the total remuneration or it will be paid over and above the remuneration or shall we consider the cost of ESIC i.e 3.25% in our service charges.	The remuneration mentioned against each post is inclusive of all kind of due benefits. Hence, Clause remains as is.

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10	Vol 1, Pg 34, 6.1 Clause h	The Agency shall obtain workman's compensation insurance policy from an approved insurance company to cover the risk of injury or death of the manpower engaged by him.	Please clarify the Payment with respect to workman's compensation insurance policy is to be deducted from the total remuneration or it will be paid over and above the remuneration of the resource.	As clarified at point no. 9. Hence, Clause remains as is.
11	Vol 1, Pg 34, 6.1 OTHER LIABILITIES OF AGENCY IN RESPECT OF MANPOWER DEPLOYED Clause i	SUDA,H shall not bear any other expenses payable to the manpower deployed by the Agency such as any provident fund contributions, transport charges to and fro residence, medical expenses, etc.	Please clarify here the employer's share of 13% EPF share to be include in our service charges in addition to our service charges OR both the contributions (employee and employer) are to be deducted from the total remuneration of the resource.	As clarified at point no. 9. Hence, Clause remains as is Clause remains as is.
12	Vol 1, Pg 34, 6.1 OTHER LIABILITIES OF AGENCY IN RESPECT OF MANPOWER DEPLOYED Clause j	The Agency shall comply with the provisions of all welfare legislations and more particularly the Contract Labour (Regulation and Abolition) Act, 1970	Agency has been asked to comply with the provisions of CLRA 1970... For this clause Principal Employer has to issue Form 3 for applying labour license of Agency for the compliance. Please confirm if the SUDA is registered as Principal Employer with the Labour Department. Please clarify regarding the reimbursement of payment of Statutory Bonus applicable for Wages less than 21000 as per Bonus act 1965.	As per the provisions of the Labour Welfare Act, 1970. Hence, Clause remains as is.
13	Vol 1, Pg 34, 6.1 OTHER LIABILITIES OF AGENCY IN RESPECT OF MANPOWER DEPLOYED Clause m	The Agency shall compensate in full the loss sustained by SUDA,H on account of any damage caused to the property of SUDA,H due to negligence or lapse of, or pilferage, theft or breakage caused by the manpower engaged by the Agency and deployed in SUDA,H. The amount of compensation shall be deducted from the payment due to Agency or recovered by any other legal means as the SUDA,H deems fit.	Here the limit of the liability of the agency should be fixed as equivalent to one month salary of the manpower resource on default.	Clause remains as is.
14	General Query	Agency Charges (service charges)	Please advise regarding applicability of the Labour Welfare Fund. Also please clarify regarding the payment of TA /DA. Also the Service charges shall be paid on the total CTC salary of the Resources i.e. including the amount of EPF, ESIC, TA/DA.	As per the State Government instructions issued from time to time.
15	Vol 2, 3.1 (Terms & Conditions for Performance, Incentive & Penalty) Pg 7, Clause I	The performance, proficiency, discipline and integrity of the manpower supplied by the Agency and deployed in SUDA,H will be assessed by either the immediate reporting officer in SUDA,H or the head of the unit in which the manpower is deployed or an officer of the SUDA,H/ULB authorized by the Mission Director SUDA,H. The assessment report will be	Here the agency service charge has been linked to the performance of the deployed resources as per the evaluation of SUDA, H officials and Grading system. Whereas it is a HR contract and the selected agency shall be responsible for the selection and deployment of a Qualified and skilled human resource as per the TOR of the RFP and Agency's service charges shall not be linked to the performance of the	Clause remains as is.

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		prepared monthly and marked with any of the following grades-A, B, C, D and E arrived at on the basis of a set of parameters fixed by SUDA,H from time to time. The assessment report of each manpower deployed in SUDA,H/ULBs will be shared with the Agency. The illustrative format for assessing the performance of each manpower is attached at Annexure-I. The purpose and motive is to ensure efficient and productive deployment of manpower so as to enable SUDA,H to function effectively to discharge its statutory duties and obligations..	deployed staff, Also the deployed resources will be reporting to the SUDA, H and they shall be paid as per there performance on their Key responsibility parameters as it is defined in VOL 2, Pg 23, Annexure I.. As the remuneration of the staff is directly linked to their performance and agency service charge will be applicable on the due salary/remuneration of the deployed resources so it is already linked to the performance of the deployed resources.. Further again linking agency service charge with performance of the deployed resources on the basis of this grading system will not be fair enough and requesting you to remove this clause.	
16	Vol 2, Page 6, m)	The Agency has to provide training and skill up-gradation to the specific manpower assessed and graded as B and C in 30 days. Reassessment report of only that manpower will be sought again in the month after the skill up-gradation has been provided. If there is no improvement in grades on re-assessment then the Agency has to withdraw the specific manpower and provide an alternate panel of manpower within the next 7 days	This is an HR service contract where the Agency will be required to provide Technical & professional manpower as per the requirement of client and agency responsibility is confined to selection of manpower who possess the requisite qualification and skills, so obligations of providing trainings for skill up-gradation shall not be part of this contract	Clause remains as is.
17	Vol 2, Pg 12-13, 3.6 PERFORMANCE, INCENTIVE & PENALTY, Clause J	If the performance of all the manpower deployed by the Agency is graded as Grade-A in a month through the process described in clause 3.1(l), with respect to all the conditions; then Agency is eligible to receive an incentive amount equal to 20% of the Composite Agency Charges payable for that month.	As this again part of Grading system and we request to remove this. The incentive can also be linked directly to the remuneration of the deployed resources as per their monthly performance review report (ANNEXURE -I of VOL 2, Pg 24).	Clause remains as is.
18	Vol 2 Pg 23-24 Annexure 1 Monthly performance review part II	Based on above performance, the employee is graded in category ___ and entitlement for ___% of salary... Note: Poor (upto 25%) Grade-E and entitled to 10% Unsatisfactory (Between 26% to 50%). Grade-D and entitled to 25% Satisfactory (Between 51% to 70%) Grade-C and entitled to 50% Good (Between 71% to 85%) Grade-B and entitled to 75%	Linking 100% of the employee salary to performance is not practical and not valid whereas as it is practiced in corporate part of the salary say 20-30% can be linked to performance and rest should fixed otherwise it is in conflict with the labour laws. Also please clarify will the SUDA H will be able to complete the Performance report before 5th of the month.	Clause remains as is.

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		Excellent (Above 85%) Grade-A and entitled to 100%		
19	Vol 2 REMUNERATION	Remunerations	Remuneration mentioned in the RFP are lesser than the Existing Salaries of the Staff. Please clarify on the same.	As per the State Government instructions issued from time to time. Clause remains as is.
20	Vol 1	4.13 Performance Bank Guarantee	Amount of PBG mentioned as 5% whereas new guidelines recommend PBG as 3%, please correct the clause	Clause remains as is.
21	Vol 1, Pg 14, 2.3. Pre-Qualification Criteria:	Bidder must have an average annual turnover of Rs 4.5 Crores in last 3 financial years (2020-21, 2021-22 and 2022-23) as per format prescribed in Annexure.	We request the pre-qualification shall ask for minimum turnover of bidder as 30 Cr as the project required an experienced and financially stable Agency. Also estimated project value is 15 Crore therefore the average turnover should be at least 4 times of annual estimated project value.	Clause remains as is.
22	Vol 1, Pg 29, 4.7 Award Criteria	The Commercial Proposals of Technically qualified bidders will be opened and the Bidder quoting lowest total project cost (hereby referred to as L1 Bidder) will be considered eligible for award of contract.	The commercial proposal should be on QCBS basis on 80:20 model with 80% weightage to Technical Score and 20% to the Financial Score, As it was in last tender of same contract, L1 criteria is not a suitable model for such contract..	Clause remains as is.
23	VOL 1, Pg 27, Technical Bid Evaluation (4.5) Sr No 1 in Table	Average annual turnover of bidder Agency in last three financial years (FY. 2020-21, 2021-22 & 2022-23). Less than Rs. 4.5 crore Ineligible Rs 4.5-6 crores 5 marks Rs 6-8 crores 10 marks Rs 8-10 crores 15 marks Rs 10-12 crores 20 marks More than Rs 12 crores 30 marks	As discussed above the minimum average turnover should be at least 30 Cr and the scoring shall be revised as follows: Less than Rs. 30 crore Ineligible Rs 30-50 crores 5 marks Rs 50-100 crores 10 marks Rs 100-150 crores 15 marks Rs 150-200 crores 20 marks More than Rs 200 crores 30 marks	Clause remains as is.
24	VOL 1, Pg 27, Technical Bid Evaluation (4.5) Sr No 3 in Table	Average Nos. of qualified (Graduate and Post Graduate in different discipline) professional Manpower provided in last 3 financial years.	We request the criteria shall be revised as follows: Less than 100 manpower 5 marks 100-300 manpower 10 marks 300-500 manpower 15 marks More than 500 manpower 20 marks	Clause remains as is.