

Minutes of Pre-Bid Meeting held on 13th July, 2020 at 11:00 hrs and Meeting of the Technical Evaluation Committee held on 27th July, 2020 at 11:00 hrs through Video Conferencing (Microsoft Team meeting) regarding tender for 'Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM'

**Tender/Bid No.: MOSPI/NPIQSI/NCS-1
(Tender ID - 2020_MSPWB_564557_1 of Central Public Procurement Portal)**

1. A pre-bid Meeting was convened through Video Conferencing (Microsoft Team meeting) on 13th July, 2020 at 11:00 hrs regarding the aforesaid mentioned tender. The list of attendees of the meeting is annexed at Annexure 1.
2. Ms. R. Savithri, DDG, MoSPI welcomed all the participants in the pre-bid meeting and informed that the same was being held via Video Conferencing due to the prevailing Covid-19 pandemic situation. Keeping in view the fact that some of the firms had raised their queries via email before the pre-bid meeting, the participants were advised to raise queries, if any, other than those already specified in their emails. They were informed that their oral/written queries received will be discussed in the meeting of a Technical Evaluation Committee (TEC) and the responses will be placed on the websites of MoSPI and Central Public Procurement (CPP) Portal. It was also informed that post placement of the Responses on the websites, adequate time will be provided for the prospective bidders to place their bids.
3. Representatives of the various agencies participated in the discussion, sought clarifications and made suggestions for consideration of the Ministry.
4. The Technical Evaluation Committee deliberated the oral/written queries raised by the prospective bidders at length in its meeting held on 27.07.2020. The responses/clarifications are given at Annexure 2.

List of Participants - Pre Bid Meeting

1. Ms.R.Savithri, DDG
2. Shri Rajesh Bhatia, DDG
3. Ms.Neha Srivastava, Director
4. Ms. A. Kiruthika, Deputy Director
5. Shri Anshul Mittal, Deputy Project, Manager, PMC
6. Representative of Ace Integrated Solutions Ltd.
7. Representative of Collabera Technologies Pvt Ltd.
8. Representative of Corporate Infotech Pvt. Ltd.
9. Representative of INNOVSOURCE (A First Meridian Company)
10. Representative of First Man management Services
11. Representative of KPMG
12. Representative of Prakhar Software Solutions Pvt. Ltd.
13. Representative of PwC
14. Representative of Updater Services
15. Representative of XEAM Ventures Pvt. Ltd.

List of Participants - Meeting of TEC

1. Shri Ajay Gupta, ADG
2. Ms.R.Savithri, DDG
3. Shri Rajesh Bhatia, DDG
4. Shri Dhrijesh Tiwari, DDG
5. Shri Pankaj Srivastava, DDG
6. Shri Hansraj Yadav, DDG
7. Shri Anoop Kumar, DS (IFD)
8. Shri Anil Chopra, Joint Director
9. Ms.Neha Srivastava, Director
10. Shri Anshul Mittal, Deputy Project, Manager, PMC

(These are just clarifications and may not be treated as a Corrigendum)

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
M/s Corporate Infotech Pvt. Ltd						
1	Section III – Evaluation and Qualification Criteria/Page No.- 52/Point No.-2.3(f)	Pg 44, Section III – Evaluation and Qualification Criteria,point number - 2.3 (f)	Bidder should have a valid ISO 9001 / ISO 27001/(ISO/IEC) 20000 above certification. Copy of Valid Certificate(s) signed and stamped by the Authorized Signatory of the Bidder may be provided.	Bidder should have a valid ISO 9001 / ISO 27001/(ISO/IEC) 20000 above certification. Copy of Valid Certificate(s) signed and stamped by the Authorized Signatory of the Bidder may be provided.	Bidder should have a valid ISO 9001, ISO 27001,(ISO/IEC) 20000 & CMMI-3 or higher certification. Copy of Valid Certificate(s) signed and stamped by the Authorized Signatory of the Bidder may be provided.	No Change
2	Section III – Evaluation and Qualification Criteria/Page No.- 52/Point No.- 2.4(Annual Income, Point-1)	Pg 44, Section III – Evaluation and Qualification Criteria,point number - 2.4 , Annual Volume- Bullet 1	The Firm should have been in profit (after tax) for the three financial years, i.e., FY 2016-17, 2017-18, and 2018-2019 [please provide certificate by a Chartered Accountant](P&L Statement may be asked for)	The Firm should have been in profit (after tax) for the three financial years, i.e., FY 2016-17, 2017-18, and 2018-2019 [please provide certificate by a Chartered Accountant](P&L Statement may be asked for)	Please consider Last 3 Year financial years and read this clause as - The Firm should have been in profit (after tax) for the last three financial years, i.e., FY 2017-18, 2018-19, and 2019-2020 [please provide certificate by a Chartered Accountant](P&L Statement may be asked for) (For the FY 2019-20 bidder can be provide the provisional Balance sheet and CA Certificate)	Refer to Corrigendum V, S.No. 1

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3	Section III – Evaluation and Qualification Criteria/Page No.- 52/Point No.- 2.4(Annual Income, Point-2)	Pg 44, Section III – Evaluation and Qualification Criteria, point number -2.4 , Annual Volume-Bullet 2	The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 100 Crores	The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 100 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)	Please change this clause with below given clause - The minimum required cumulative volume of HR Supply and Management Services and Project Management Consultancy Services in the last three financial years (FY 2017-18, 2018-19, and 2019-2020) shall be: INR 100 Crores	Refer to Corrigendum V, S.No. 1
4	Section III – Evaluation and Qualification Criteria/Page No.- 52/Point No.- 2.4(Experience, Point-2)	Pg 44, Section III – Evaluation and Qualification Criteria, point number - 2.4 , Experience-1	The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and employers certificate certifying this]	The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and employers certificate certifying this]	Please change this clause with below given clause - The firm shall have experience as Lead Service Provider in executing at least one service contract in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY 2017-18, 2018-19 and 2019-2020 [please provide list of all work orders/contract copies of contracts executed/ executing any of the three financial years , i.e., FY 2017-18, 2018-19 and 2019-2020 and employers certificate certifying this]	No change
5	Section III – Evaluation and Qualification Criteria/Page No.-	NA- There is no provision for any exemption for MSME/NSIC in RFB	The amount of the Bid Security shall be INR 2.5 crore [Indian Rupees Two Crore Fifty Lakh Only].	NA	We request to allow EMD exemption for MSME and NSIC bidders.	No exemption allowed as this is a world bank funded project and the terms relating to these exemptions

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	47/ITB 20.1					are governed by the terms and conditions as agreed with World Bank
6	Section VIII – General Conditions of Contract/Page No.- 161/Point No.- 3/Frequency of Payment	Pg 153, Section VIII – General Conditions of Contract, Point No. iii	The first payment shall be made to the Service Provider by the Employer for the first 1 [one] month of contract signature. The second payment will be made to the Service Provider by the Employer for the next 2 [two] months of contract signature. All subsequent payments shall be made by the Employer to the Service Provider on a quarterly basis.	[iii] Frequency of Payment : The first payment shall be made to the Service Provider by the Employer for the first 1 [one] month of contract signature. The second payment will be made to the Service Provider by the Employer for the next 2 [two] months of contract signature. All subsequent payments shall be made by the Employer to the Service Provider on a quarterly basis.	We request to change the Frequency of Payment Term to MONTHLY basis The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the Employer within 30 calendar days	Refer to Corrigendum V, S.No. - 3
7	Section VII – Activity Schedule/Page No.99/Point No.- 3/Work Experience	Pg 91, Section VII – Activity Schedule, Work Experience	At least one year of experience in dealing with Government Official Statistical System/project management and evaluation/surveys or At least one year experience in Social Sector Projects	At least one year of experience in dealing with Government Official Statistical System/project management and evaluation/surveys or At least one year experience in Social Sector Projects	We request to change this with below clause- At least one year of experience in dealing with Project management and evaluation/surveys or At least one year experience in Social Sector Projects	No change
7	Section VII – Activity Schedule/Page No.117/Work Experience	Pg 91, Section VII – Activity Schedule, Essential	Desirable: 2 years experience of working with a Government set up.	Desirable: 2 years experience of working with a Government set up.	We request to change this with below clause- Desirable: 2 years experience of working with a Government set up/Large Setup	No Change

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8	Section VII – Activity Schedule/ Scope of Services/Tasks to be Carried Out / page no. 83	Pg 83, Section VII – Activity Schedule, Scope of services	Increment of 8% on remuneration would be applied annually from the 13th month of the date on the Letter of Appointment issued by the HR Management Firm.	Increment of 8% on remuneration would be applied annually from the 13th month of the date on the Letter of Appointment issued by the HR Management Firm.	Increment of 8% on remuneration would be applied annually from the 13th month of the date on the Letter of Appointment issued by the HR Management Firm.	Query not clear (No clarification sought)
9	Section VII – Activity Schedule/ Scope of Services/Tasks to be Carried Out / page no. 83	Pg 83, Section VII – Activity Schedule, Scope of services	Reimbursement of travel expenses (Daily Allowance and Travel allowance including Boarding and Lodging) as per the allowances payable to Senior Time Scale level in Gol (Level 11 of pay matrix of 7th CPC).	Reimbursement of travel expenses (Daily Allowance and Travel allowance including Boarding and Lodging) as per the allowances payable to Senior Time Scale level in Gol (Level 11 of pay matrix of 7th CPC).	We request for clarification on details of travel frequency, entitlement (expected on actuals), payment methodology, payment frequency etc	As per RFB. Travel costs are not to be included in the bid price and these shall be reimbursed separately.
10	Section VII – Activity Schedule/ Scope of Services/Tasks to be Carried Out / page no. 83	Pg 83, Section VII – Activity Schedule, Scope of services	Reimbursement of local conveyance based on actuals with a cost ceiling of Rs. 4,000/- per month.	Reimbursement of local conveyance based on actuals with a cost ceiling of Rs. 4,000/- per month.	We request for clarification it should be as per actual	No change.
11	Section VII – Activity Schedule/ Scope of Services/Tasks to be Carried Out / page no. 83	Pg 83, Section VII – Activity Schedule, Scope of services	Travel arrangements will be done by the deployed personnel on their own which will be reimbursed by the Service Provider on a case-to-case basis. The quarterly travel cost will be reimbursed by the Employer to the Service Provider.	Travel arrangements will be done by the deployed personnel on their own which will be reimbursed by the Service Provider on a case-to-case basis. The quarterly travel cost will be reimbursed by the Employer to the Service Provider.	We request you that payment should be monthly	No change
12	Section IX – Special Conditions of Contract / Page No. 179 / Point no. 19	Pg 179, Section IX – Special Conditions of Contract, Point No. 19	The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries,	The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries,	We request for clarification because this is only Manpower	No Change

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			established in either temporary or permanent manner, compliance to these Rules are mandatory.	established in either temporary or permanent manner, compliance to these Rules are mandatory.		
13	Section IX – Special Conditions of Contract / Page No. 179 / Point no. 22	Pg 179, Section IX – Special Conditions of Contract, Point No. 22	Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.	Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule	We request for clarification because this is only Manpower	No Change
14	Section VIII – General Conditions of Contract / Page No. 162	Pg 162, Section VIII – General Conditions of Contract, Appendix F	The Employer shall make available office space for human resources deployed by the Service Provider.	The Employer shall make available office space for human resources deployed by the Service Provider.	We request you for clarification	MOSPI will provide the space for human resources deployed by the bidder
First Man Management Services Pvt. Ltd.						
15	PG NO.7	NA - There is no provision for MSME exemption in RFB	BEING A MSME/NSIC REGISTERED COMPANY WE ARE EXEMPTED FROM EMD .PLEASE CONSIDER	NA	BEING A MSME/NSIC REGISTERED COMPANY WE ARE EXEMPTED FROM EMD .PLEASE CONSIDER	No exemption allowed as this is a world bank funded project and the terms relating to these exemptions are governed by the terms and conditions as agreed with World Bank
16	PG NO.7	NA	WHAT WOULD THE ESTIMATION VALUE OF THE TENDER?	NA	WHAT WOULD THE ESTIMATION VALUE OF THE TENDER?	Estimated value of tender cannot be disclosed.
17	PG NO. 21	NA	PLEASE CLARIFY THE POINT IN BRIEF	NA	Query not clear	Query not clear
18	PG NO.40	Pg 40,Section III – Evaluation and Qualification Criteria, Point Number- ITB 48.1	THE SECURITY DEPOSIT WILL ALWAYS BE IN ANNUAL CONTRACT VALUE NOT IN THE PROJECT COST. PLEASE DO CONSIDER SD ON ANNUAL VALUE	The Performance Security amount shall be 10% of the contract price including applicable taxes.	No Change	No Change

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19	PG NO.45	Pg 45, Section III – Evaluation and Qualification Criteria , Key Personnel	3 PERSONS OF THE PROJECT IMPLEMENTATION ARE ASKED. PLEASE CLARIFY IF IT SHOULD BE IN OUR COST OR BORNE BY THE DEPARTMENT	The Key Personnel of the firm should have the competence of handling the assignment. The firm should have 3 personnel of the following experience of project implementation	3 PERSONS OF THE PROJECT IMPLEMENTATION ARE ASKED. PLEASE CLARIFY IF IT SHOULD BE IN OUR COST OR BORNE BY THE DEPARTMENT	These three resources are not to be provided for deployment. Their CVs shall be required to assess the capability of the firm to provide the required services.
20	PG.NO.46	Pg 46, Section III – Evaluation and Qualification Criteria, Liquid Assets	SINCE WE HAVE COMPLETED 2019-2020. WE REQUEST YOU TO CONSIDER 2019-2020 TURNOVER ASSETS ALSO TO GET THE LIQUID ASSETS MORE THAN 10 CRORES	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the bidder shall be: INR 10 Crore. Liquid Assets will be defined as the sum of Cash in Bank, Cash Equivalents (FDR/Marketable Securities).	SINCE WE HAVE COMPLETED 2019-2020. WE REQUEST YOU TO CONSIDER 2019-2020 TURNOVER ASSETS ALSO TO GET THE LIQUID ASSETS MORE THAN 10 CRORES	Refer to Corrigendum V, S.No. 2
21	PG.NO.49	Pg 40,Section III – Evaluation and Qualification Criteria, Point Number- ITB 48.1	YOU HAVE NOT MENTIONED THE VALUE OF PERFORMANCE SECURITY DEPOSIT AMOUNT IN THE TENDER DOCUMENT. PLEASE LET US KNOW AS IT IS IMPORTANT FOR US WHILE QUOTING OUR RATE(FOR INTREST CALCULATION)	The Performance Security amount shall be 10% of the contract price including applicable taxes.	YOU HAVE NOT MENTIONED THE VALUE OF PERFORMANCE SECURITY DEPOSIT AMOUNT IN THE TENDER DOCUMENT. PLEASE LET US KNOW AS IT IS IMPORTANT FOR US WHILE QUOTING OUR RATE(FOR INTREST CALCULATION)	Please refer ITB 48.1 in Section II - Bid Data Sheet (BDS)
22	PG.NO60		CAN WE PROVIDE MAJOR CLIENTS INSTEAD OF ALL THE CLIENTS		CAN WE PROVIDE MAJOR CLIENTS INSTEAD OF ALL THE CLIENTS	Only those many reference may be provided which are required to fulfil qualification criteria.
23	PG.NO.63	Pg 63, Section IV – Bidding Forms, Point no. -2 - Financial Standing of the Bidder	CAN WE SUBMIT THE BALANCE SHEET	Financial Statements Summary: To be submitted by each bidder	CAN WE SUBMIT THE BALANCE SHEET	No, please refer RFB Page 63 Financial Statement Summary

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24	PG.NO.83	Pg 83, Section VII – Activity Schedule, Scope of services	INCREMENT OF 8% , THE AGENCY SHOULD ALSO GIVE TO THE EXTENT	Increment of 8% on remuneration would be applied annually from the 13th month of the date on the Letter of Appointment issued by the HR Management Firm.	INCREMENT OF 8% , THE AGENCY SHOULD ALSO GIVE TO THE EXTENT	Query not clear
25	PG.NO.84	Pg 83, Section VII – Activity Schedule, Scope of Services/Tasks to be Carried Out	SHOULD WE PROVIDE LAPTOPS WITH INTERNET CONNECTIVITY TO ALL THE EMPLOYEES? IF SO, WHOSE COST ?	Each of the Manpower would have to be provided a functional laptop with internet	SHOULD WE PROVIDE LAPTOPS WITH INTERNET CONNECTIVITY TO ALL THE EMPLOYEES? IF SO, WHOSE COST ?	Please refer RFB Clause Scope of Services/ Tasks Page 83
26	PG.NO. 84	Pg 153, Section VIII – General Conditions of Contract, Point No. iii	WE HAVE TO MAKE THE PAYMENT TO OUR EMPLOYEES ON THE MONTHLY BASIS BEFORE 7TH . WHEREAS, YOU ARE MENTIONED THAT THE PAYMENT WILL BE MADE QUARTERLY BASIS. WE REQUEST YOU TO MAKE THE MONTHLY PAYMENT SINCE THE PAYMENT OF THE SALARY IS VERY HIGH.	[iii] Frequency of Payment : The first payment shall be made to the Service Provider by the Employer for the first 1 [one] month of contract signature. The second payment will be made to the Service Provider by the Employer for the next 2 [two] months of contract signature. All subsequent payments shall be made by the Employer to the Service Provider on a quarterly basis.	WE HAVE TO MAKE THE PAYMENT TO OUR EMPLOYEES ON THE MONTHLY BASIS BEFORE 7TH . WHEREAS, YOU ARE MENTIONED THAT THE PAYMENT WILL BE MADE QUARTERLY BASIS. WE REQUEST YOU TO MAKE THE MONTHLY PAYMENT SINCE THE PAYMENT OF THE SALARY IS VERY HIGH.	Refer to Corrigendum V S.No. - 3
27	PG.NO.151	Section VII, Activity Schedule, Pg 86 - Schedule for First Deployment of Human Resources	SINCE THE PROJECT IS NEW, SOURCING TIME OF MINIMUM 45DAYS IS REQUIRED.	Deployment of human resources by Service Provider shall be done based on as and when required during the contract period and within 45 days from the date of receipt of requisition received from the PMU, NPIQSI, MOSPI.	SINCE THE PROJECT IS NEW, SOURCING TIME OF MINIMUM 45DAYS IS REQUIRED.	Refer to Corrigendum V S.No. - 4

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28	PG.NO.152	Pg 152, Section VIII – General Conditions of Contract, Point No. 3.4	CONTRACT VALUE IS NOT DISCLOSED FOR RISK COVERAGE INSURANCE .IF IT IS RE-EMBURSED SEPARATELY OR SHOULD WE ADD IT IN OUR QUOTE.	The risks and coverage by insurance shall be: (i) Employer’s liability and workers’ compensation in accordance with the applicable law in India; and (ii) Professional liability equivalent to the total contract value including GST	CONTRACT VALUE IS NOT DISCLOSED FOR RISK COVERAGE INSURANCE .IF IT IS RE-EMBURSED SEPARATELY OR SHOULD WE ADD IT IN OUR QUOTE.	Will not be reimbursed separately.
29	PG.NO.153	Pg 153, Section VIII – General Conditions of Contract, Point No. iii [b]	YOU HAVE MENTIONED THAT THE GST WILL BE APPLICABLE ONLY ON SERVICE CHARGES. AS PER THE THE GST RULES, YOU HAVE TO MAKE THE GST ON GROSS VALUE OF THE INVOICE NOTE. IF NEEDED YOU CAN REFER WITH THE GST DEPARTMENT.	[b] applicable GST on service fee the invoice value;	YOU HAVE MENTIONED THAT THE GST WILL BE APPLICABLE ONLY ON SERVICE CHARGES. AS PER THE GST RULES, YOU HAVE TO MAKE THE GST ON GROSS VALUE OF THE INVOICE NOTE. IF NEEDED YOU CAN REFER WITH THE GST DEPARTMENT.	GST is levied on the entire invoice value and not on the service charge alone. Since the financial evaluation of the bids will be on the cost quoted by the bidder exclusive of GST, BOQ is not being changed.
30		Pg 88 to 122 of RFB	YOU HAVE GIVEN THE REQUIREMENTS FROM PG.NO 88 TO 122 FOR DIFFERENT CATEGORIES AND IN PG.NO 157 YOU HAVE SOME REQUIREMENTS. IS IT EXTRA REQUIREMENT OR READ AS TOTAL REQUIREMENT. PLEASE DO CLARIFY		YOU HAVE GIVEN THE REQUIREMENTS FROM PG.NO 88 TO 122 FOR DIFFERENT CATEGORIES AND IN PG.NO 157 YOU HAVE SOME REQUIREMENTS. IS IT EXTRA REQUIREMENT OR READ AS TOTAL REQUIREMENT. PLEASE DO CLARIFY	Page 157 onwards contains the summary sheet for the previous requirements.
31		Pg 158, Section VIII – General Conditions of Contract, Point Number I	THE PENALTY IS TOO HIGH. PLEASE CONSIDER.	Penalty [in INR] in the Form of Deduction per Day per Human Resource Contracted and Deployed	THE PENALTY IS TOO HIGH. PLEASE CONSIDER.	No Change

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32		Pg 160, Section VIII – General Conditions of Contract, point No. III	YOU HAVE GIVEN BASIC QUALIFICATION ON REQUIREMENT FOR MANPOWER. SINCE,IT IS A CENTRAL GOVERNMENT, PAN INDIA CONTRACT WHICH WAGES ARE TO BE FOLLOWED. WE SUGGEST THAT YOU CAN GIVE CTC FOR ALL THE PEOPLE AND ASK THE AGENCY TO QUOTE THE SERVICE CHARGES ONLY . IF YOU BRING CTC YOU CAN BRING ALL THE ALL THE VENDORS IN ONE PLATFORM. THIS IS FOR YOU TO JUSTIFY & MAKE A COMPARTIVE STATEMENT, OTHERWISE PEOPLE WILL QUOTE DIFFERENT WAGES. MOREOVER, YOU ARE ALSO ASKED FOR PROOF OF PAYMENT . SO IT IS REQUESTED TO GIVE CTC.	The service provider shall in no case pay monthly remuneration lesser than the amount of monthly remuneration quoted in the BOQ by the service provider. In case any deviation to this is noticed, the Project Director, NPIQSI will have the option of levying a fine of INR 5,000 per case and recover equivalent amount from the bill of the Service Provider	YOU HAVE GIVEN BASIC QUALIFICATION ON REQUIREMENT FOR MANPOWER. SINCE,IT IS A CENTRAL GOVERNMENT, PAN INDIA CONTRACT WHICH WAGES ARE TO BE FOLLOWED. WE SUGGEST THAT YOU CAN GIVE CTC FOR ALL THE PEOPLE AND ASK THE AGENCY TO QUOTE THE SERVICE CHARGES ONLY . IF YOU BRING CTC YOU CAN BRING ALL THE ALL THE VENDORS IN ONE PLATFORM. THIS IS FOR YOU TO JUSTIFY & MAKE A COMPARTIVE STATEMENT, OTHERWISE PEOPLE WILL QUOTE DIFFERENT WAGES. MOREOVER, YOU ARE ALSO ASKED FOR PROOF OF PAYMENT. SO IT IS REQUESTED TO GIVE CTC.	No change

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33	PG.NO173	Pg 173, Section IX – Special Conditions of Contract, Point No. j	THE BONUS ACT IS CHANGED. THE BONUS LIMIT IS INCREASED TO 21,000/- AS PER THE BONUS ACT RATE 2015. PLEASE DO CLARIFY	The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments	THE BONUS ACT IS CHANGED. THE BONUS LIMIT IS INCREASED TO 21,000/- AS PER THE BONUS ACT RATE 2015. PLEASE DO CLARIFY	The extant law at the time shall be applicable

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34	PG.NO 175	Pg 175, Section IX – Special Conditions of Contract, Point No. u	PEOPLE ARE NOT COVERED UNDER ESI . INSURANCE TO BE TAKEN AS IT IS DIFFERENT FROM PERSON TO PERSON BASED ON AGE. AND IT IS VERY DIFFICULT TO LOAD IN OUR PRICE. HENCE , WE REQUEST YOU TO MAKE THE RE-EMBURSEMENT OF THE SAME	Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees’ State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.	PEOPLE ARE NOT COVERED UNDER ESI . INSURANCE TO BE TAKEN AS IT IS DIFFERENT FROM PERSON TO PERSON BASED ON AGE. AND IT IS VERY DIFFICULT TO LOAD IN OUR PRICE. HENCE , WE REQUEST YOU TO MAKE THE RE-EMBURSEMENT OF THE SAME	Will not be reimbursed separately.
35		Pg 22, Section I - Instructions to Bidders (ITB), Point No. 24.1	SINCE THE TIME IS TOO SHORT. WE REQUEST TO EXTENT THE DATE OD SUBMISSION OF TENDER	The electronic bidding system would not allow any late submission of bids after due date & time as per server time.	SINCE THE TIME IS TOO SHORT. WE REQUEST TO EXTENT THE DATE OF SUBMISSION OF TENDER	Corrigendum has been issued for the same

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36		Section VII, Activity Schedule, Pg 86 - Schedule for First Deployment of Human Resources	The purchaser shall inform the shortlisted vendor at least 2 months in advance prior to requirement of change and also inform the service provider about the quantum of change , whether increase or decrease.PI clarify.	Deployment of human resources by Service Provider shall be done based on as and when required during the contract period and within 45 days from the date of receipt of requisition received from the PMU, NPIQSI, MOSPI.	The purchaser shall inform the shortlisted vendor at least 2 months in advance prior to requirement of change and also inform the service provider about the quantum of change , whether increase or decrease.PI clarify.	Refer to Corrigendum V S.No. 4
37		Pg 83, Section VII – Activity schedule, Scope of Services/Tasks to be Carried Out	It is understood that the tools and technologies required for the project shall be provided by the purchaser. PI clarify.	Each of the Manpower would have to be provided a functional laptop with internet connectivity by the service provider.	It is understood that the tools and technologies required for the project shall be provided by the purchaser. PI clarify.	Each of the Manpower would have to be provided a functional laptop with internet connectivity by the service provider.
38		Pg 135,Section VIII – General Conditions of Contract, Point Number 2.5.1	Are resources allowed to work from Home on need basis, especially during the Covid 19 or in any other scenario of Pandemic.PI clarify.	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.	Are resources allowed to work from Home on need basis, especially during the Covid 19 or in any other scenario of Pandemic.PI clarify.	The matter shall be addressed as per extant government guidelines
39			The contract will be initially for a period of three years. However, depending upon the administrative requirements of MOSPI and review of performance the contract may be extended subsequently for additional two years if mutually agreed..PI clarify.		The contract will be initially for a period of three years. However, depending upon the administrative requirements of MOSPI and review of performance the contract may be extended subsequently for additional two years if mutually agreed..PI clarify.	As per RFB. Refer to ITB 1.3

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
40		Pg 133, Section VIII – General Conditions of Contract, Point No. 1.8	Will the tax will be deducted @ 2% u/s 94 C towards supply of Manpower?	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.	Will the tax will be deducted @ 2% u/s 94 C towards supply of Manpower?	Tax shall be deducted as per applicable law
41		Pg 153, Section VIII – General Conditions of Contract, Point No. ii	All the payments to be made within 30 days of submission of invoices and will the payments be made centrally .Pl clarify	Payments shall be made to the Service Provider by the Employer as per amounts, within timelines and subject to supporting documents at sub-Clauses 6.4 [iii], [iv], [v], [vi] and [vii] below	All the payments to be made within 30 days of submission of invoices and will the payments be made centrally .Pl clarify	No further clarification required.
42		NA	Kindly provide details for the resources deployment plan considering the transition phase of the incumbent vendor .Pl clarify.	NA	Kindly provide details for the resources deployment plan considering the transition phase of the incumbent vendor .Pl clarify.	Not applicable
43		Pg 39, Section III – Evaluation and Qualification Criteria, ITB 23.1	We request to please extend the bid submission date by at least 15 working days from the issue of replies to the pre bid queries. Pl clarify	The deadline for uploading the Bids is: Date: 27.07.2020 Time: 11:00 AM	We request to please extend the bid submission date by at least 15 working days from the issue of replies to the pre bid queries. Pl clarify	Corrigendum has been issued for the same
44		Pg 84, Section VII – Activity Schedule , pt iii	Please mention the option of conducting the interviews will be f2f via skype or WebEx. Pl Clarify.	The Service Provider shall have a competent panel of experts for shortlisting and interviewing human resources	Please mention the option of conducting the interviews will be f2f via skype or WebEx. Pl Clarify.	Refer to Corrigendum V, S.No. 5

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
45		Section VII, Activity Schedule, Pg 86 - Schedule for First Deployment of Human Resources	Request you to please allow 60 days for deployment instead of 45 days as mentioned. PI clarify.	Deployment of human resources by Service Provider shall be done based on as and when required during the contract period and within 45 days from the date of receipt of requisition received from the PMU, NPIQSI, MOSPI.	Request you to please allow 60 days for deployment instead of 45 days as mentioned. PI clarify.	Refer to Corrigendum V, S.No. 4
46		Pg 85, Section VII – Activity Schedule, Terms of the Assignment	What is the initial manpower requirement i.e how many resources need to be deployed as initial requirements? PI Clarify.	Agency should be in a position to supply need based manpower whenever called for by the Employer. However, it should be clearly noted that MoSPI shall place the order only as per the actual requirement from time to time. A minimum of 40 professionals would be deployed at any given point of time.	What is the initial manpower requirement i.e how many resources need to be deployed as initial requirements? PI Clarify.	As per RFB, Pg 85, Section VII – Activity Schedule, Terms of the Assignment
47		NA	What will be extent of deviation of actual number of resources required? PI clarify.	NA	What will be extent of deviation of actual number of resources required? PI clarify.	As per RFB - " Agency should be in a position to supply need based manpower whenever called for by the Employer. However, it should be clearly noted that MoSPI shall place the order only as per the actual requirement from time to time. A minimum of 40 professionals would be deployed at any given point of time. "

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
48	Page no: 2 Clause no:tender Title Clause Name: Sub-clause name:	Pg v	Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM	Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM	Please clarify as per title it is for Supply and Management of HR required - the selected agency shall be responsible for the recruitment and selection of the required HR and also payroll management. Also may please define the procedure and role and responsibilities of Agency as well as MOSPI in selection process. like Interview and technical assessment of the HRs.	The Service Provider shall be responsible for all activities including recruitment and selection. It should form a competent panel of experts for shortlisting and interviewing human resources.
49	Page no:7 Clause no: Bid Security Clause Name: Sub-clause name:	Pg vii, Table- MOSPI/NPIQSI/ NCS-1	Bid security has been mentioned as 2.50 crore	Bid security has been mentioned as 2.50 crore	The amount of Bid security is very high .. Please review to reduce the amount.. Please specify the Projected value of the work/ contract. Also NSIC registered MSME are exempted from paying EMD as per the central Government Procurement policies.. So please clarify regarding EMD exemption.. And The link of EMD at e-procurement portal shall also reflect the option of submitting for EMD exemption online.	No change

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
50	Page no:n 12 Clause no:7 Clause Name: Site Visit Sub-clause name:	Pg 12, Section I - Instructions to Bidders (ITB), Site Visit	Site Visit 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid.	The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid.	Please clarify, May we visit to MOSPI and other office of delivery of services for required studies.	Due to Covid 19 it is discouraged to visit office. However bidder may engage in online discussions. In case the visit to site is necessary, bidder shall seek required permission from the ministry before visit.
51	Page no:15 Clause no:13.3 Clause Name:Submission of Physical documents Sub-clause name:	Pg 15, Section I - Instructions to Bidders (ITB), Point No. 13.3	The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS,...	The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document,	Please clarify regarding the documents to be submitted in Physical form..	No change
52	Page no:40 Clause no: J Clause Name: Award of Contract Sub-clause name:	Pg 32, Section I - Instructions to Bidders (ITB), Point No. 48.1	The Performance Security amount shall be 10% of the contract price including applicable taxes.	Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security, if required, in Indian Rupees, in accordance with the GCC 3.9, and in the amount and form stipulated in the BDS.	Performance security mentioned as 10% of the contract price including taxes i.e, value of contract for 36 months which will be 30% of the annual value of work.. So we request the amount of Performance security shall on the annual value of the contract.	No change
53	Page no:52 Clause no:2.4	Pg 44, Section III – Evaluation and	The firm shall have experience as Lead Service	The firm shall have experience as Lead Service	Plases elaborate the requirement..	The words similar nature would mean Supply and

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
	Clause Name: Qualification requirements Sub-clause name: Experience	Qualification Criteria, Point No. Experience 1	Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019...	Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019...	We understand that Contracts of Providing technical / professional Human resources with central or state government shall be considered for the evaluation.	Management of HR Requirement, including Payroll Management. Only those projects shall be considered where the manpower component is separately defined in the work order / contract.
54	Page no:83 Clause no: Clause Name: Scope of services Sub-clause name:	Pg 83, Section VII – Activity Schedule , Scope of Services/Tasks to be Carried Out	.. Each of the Manpower would have to be provided a functional laptop with internet connectivity by the service provider.	Each of the Manpower would have to be provided a functional laptop with internet connectivity by the service provider.	Please specify the requirement.. (Can define the minimum Specification of the Laptop to be provided)	No change
55	Page no:84 Clause no: Clause Name: Scope of services Sub-clause name:	Pg v	Developing an appropriate hiring and management plan	Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM	Please clarify .. All the required manpower is fresh deployment or some of the resources are already in place and shall be taken over by the selected agency.. If existing please specify how many and which Categories/profiles are existing and also those who shall be hired new. And also please define the procedure and role and responsibilities of Agency as well as MOSPI in selection process. like Interview panellist for technical / professional assessment of the HRs.	No resources are deployed at present. The responsibility of selection, interview etc shall be of the service provider.

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
56	Page no:153 Clause no: iii Name:Frequency of Payment : Sub-clause name:	Pg 153, Section VIII – General Conditions of Contract, Point No. iii	Frequency of Payment : The first payment shall be made to the Service Provider by the Employer for the first 1 [one] month of contract signature. The second payment will be made to the Service Provider by the Employer for the next 2 [two] months of contract signature. All subsequent payments shall be made by the Employer to the Service Provider on a quarterly basis.	Frequency of Payment : The first payment shall be made to the Service Provider by the Employer for the first 1 [one] month of contract signature. The second payment will be made to the Service Provider by the Employer for the next 2 [two] months of contract signature. All subsequent payments shall be made by the Employer to the Service Provider on a quarterly basis.	Please clarify the payment terms. Payment shall be made in advance of the month/ quarter to the service provider.. Or Post completion of the month/ quarter.	Refer to Corrigendum V S.No. 3
57	Page no:153 Clause no:v Name: Sub-clause name:	Pg 153, Section VIII – General Conditions of Contract, Point 6.4 [v]	Timeline for Making Payment to Service Provider : The Service Provider shall be paid within 45 calendar days..	Timeline for Making Payment to Service Provider : The Service Provider shall be paid within 45 calendar days from the date of submission of invoice and the following documentation to Ms.R. Savithri, Deputy Director General, Room Number 411, Level4, East Block 6, R. K. Puram, New Delhi 110 066, and within 60 calendar days in the case of the final payment.	Please clarify payment is in advance to the period (month/ quarter) or at completion of delivery period..	As per RFB,Pg 153, Section VIII – General Conditions of Contract, Point 6.4 [v]
58	Page no:154 / 162 of pdf Clause no:8.2.3 Name: Sub-clause name:	Pg 41, Section III – Evaluation and Qualification Criteria, Point No. ITB 49	...Daily rate and types of reimbursable expenses to be paid to the Adjudicator: The daily rate shall be in line with the Indian laws plus TA/DA, as applicable	The Adjudicator will be decided in line with the prevailing laws of India as may be applicable to this case at the time of signing of the contract The daily rate for this proposed Adjudicator shall be in line	may please elaborate..	As per RFB, Section VIII Clause 8.2.3 Page 146,

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
				with the Indian laws plus TA/DA, as applicable.		
KPMG						
59	Section VII – Activity Schedule of Scope of Services/Tasks to be Carried Out	Pg 83, Section VII – Activity Schedule, Point No. Scope of Services/Tasks to be Carried Out	Reimbursement of travel expenses (Daily Allowance and Travel allowance including Boarding and Lodging) as per the allowances payable to Senior Time Scale level in Gol (Level 11 of pay matrix of 7th CPC). Reimbursement of local conveyance based on actuals with a cost ceiling of Rs. 4,000/- per month. Note: Travel arrangements will be done by the deployed personnel on their own which will be reimbursed by the Service Provider on a case-to-case basis. The quarterly travel cost will be reimbursed by the Employer to the Service Provider.	Reimbursement of travel expenses (Daily Allowance and Travel allowance including Boarding and Lodging) as per the allowances payable to Senior Time Scale level in Gol (Level 11 of pay matrix of 7th CPC). Reimbursement of local conveyance based on actuals with a cost ceiling of Rs. 4,000/- per month. Note: Travel arrangements will be done by the deployed personnel on their own which will be reimbursed by the Service Provider on a case-to-case basis. The quarterly travel cost will be reimbursed by the Employer to the Service Provider.	It has been defined that : "The quarterly travel cost will be reimbursed by the Employer to the Service Provider." Can more clarity on the point be made by the department, if the local conveyance is to be extended to all the deployed personnel, or some selected profiles. What would be the modalities of such a selection? Further what is the acceptable definition of "Case to Case basis".	Local conveyance is to be extended to all deployed personnel.
60	Section VII – Activity Schedule Terms of the Assignment	Pg 83, Section VII – Activity Schedule, Scope of Services/Tasks to be Carried Out	Terms of the Assignment The number of manpower required and locations mentioned in the Annexures are subject to change.	The primary task of the Service Provider will be to supply and manage [including payroll] the required human resources at various positions and locations as available at Annexes 1, 2, 3, and 4 with required qualification and	This needs to be fixed, at least the location part as the change in the locations may impact the terms in which the resources would be hired and could adversely impact the retention of the hired resources.	No Change

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				experience for efficient management of the project. Each of the Manpower would have to be provided a functional laptop with internet connectivity by the service provider.		
61	Section VII – Activity Schedule Terms of the Assignment	Pg 85, Section VII – Activity Schedule, Point No. Terms of Assignment	Agency should be in a position to supply need based manpower whenever called for by the Employer. However, it should be clearly noted that MoSPI shall place the order only as per the actual requirement from time to time. A minimum of 40 professionals would be deployed at any given point of time.	Agency should be in a position to supply need based manpower whenever called for by the Employer. However, it should be clearly noted that MoSPI shall place the order only as per the actual requirement from time to time. A minimum of 40 professionals would be deployed at any given point of time.	The Department should define the breakup of the specific profile and location of the minimum 40 Nos manpower.	No Change
62	Section III – Evaluation and Qualification Criteria Section II - Bid Data Sheet (BDS) ITB 4.1 ----- Section I - Instructions to Bidders (ITB) 4. Eligible Bidders 4.1	Pg 35, Section III – Evaluation and Qualification Criteria, Point No. ITB 4.1	Bids from Joint Ventures are not permitted ----- ----- Eligible Bidder: A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement	Bids from Joint Ventures are not permitted Eligible Bidder: A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly	There is a contradiction between: Section III – Evaluation and Qualification Criteria Section II - Bid Data Sheet (BDS) ITB 4.1 AND Section I - Instructions to Bidders (ITB) 4. Eligible Bidders 4.1	No Change. RFB clearly defines that JV is not permitted Page 35, ITB 4.1

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			supported by a letter of intent, unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance	and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for		

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			<p>with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any</p>	<p>and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p>		

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
			<p>affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.</p>	<p>has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.</p>		
63	<p>Section III – Evaluation and Qualification Criteria 2.4 Qualification Requirements: Experiencem 2</p>	<p>Pg 44, Section III – Evaluation and Qualification Criteria, Point No. Experience 1</p>	<p>The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and</p>	<p>The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and</p>	<p>Definition of "Similar nature" needs to be defined.</p>	<p>The words similar nature would mean Supply and Management of HR Requirement, including Payroll Management. Only those projects shall be considered where the man-power component is separately defined in the work order / contract.</p>

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
			2018-2019	2018-2019		
PwC						
64	Section III - Evaluation and Qualification Criteria, 2.1 (a)	Pg 43, Section III – Evaluation and Qualification Criteria, Point No. 2.1 (a)	Total monetary value of HR Supply and Management Services and Project Management Consultancy Services [including payroll] performed for each of the three financial years, i.e., 2016-17, 2017-18, 2018-19 and address of clients who may be contacted for further information on those contracts [please provide Work orders / Memorandum of Association and Articles of Association and a self-certificate certifying this];	Total monetary value of HR Supply and Management Services and Project Management Consultancy Services [including payroll] performed for each of the three financial years, i.e., 2016-17, 2017-18, 2018-19 and address of clients who may be contacted for further information on those contracts [please provide Work orders / Memorandum of Association and Articles of Association and a self-certificate certifying this];	1. Please clarify on the minimum number of work orders required (if any) and if work orders would suffice or self-certificates are also required for each contract 2. Please clarify if the total monetary value of HR Supply and Management Services and Project Management Consultancy Services [including payroll] would work and separate monetary value of HR Supply and Project Management is not required	1. Atleast such number of work orders shall be required such that the value of cumulative work orders exceeds INR 100 Crore in each of the mentioned number of years 2. Monetary value should be separately provided for HR Supply and Management Services and Project Management Consultancy Services [including payroll], clearly indicating what is the value for HR Supply and Management Services [including payroll] and what is the value for Project Management Consultancy Services
65	Section III - Evaluation and Qualification Criteria, 2.1 (c)	Pg 43, Section III – Evaluation and Qualification Criteria, Point No. 2.1 (c)	Qualifications and experience of key personnel required to carry out the contract alongwith their CVs proposed for the contract;	Qualifications and experience of key personnel required to carry out the contract alongwith their CVs proposed for the contract;	Please clarify if the CVs of only the 3 Key Personnel mentioned in the RFB is required	CVs are required for only 3 key personnel

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
66	Section III – Evaluation and Qualification Criteria	Pg 44, Section III – Evaluation and Qualification Criteria, Point No. Experience 2	The firm shall have experience as Lead Service Provider, of satisfactorily performing services related to supply and management of Human Resources [including payroll], of at least 150 professionals per year (through multiple contracts) in any of the 2 years 2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and self-certificate certifying this]	The firm shall have experience as Lead Service Provider, of satisfactorily performing services related to supply and management of Human Resources [including payroll], of at least 150 professionals per year (through multiple contracts) in any of the 2 years 2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and self-certificate certifying this]	Please clarify if one self-certificate would suffice for all the contracts/work orders provided	One self-certificate would suffice as per the format given on pg 60 and Pg 61 (Table A and Table B - as modified in corrigendum)
67	Section III – Evaluation and Qualification Criteria	Pg 44, Section III – Evaluation and Qualification Criteria, Point No. 2.4 (2)	The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 100 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)	The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 100 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)	Please clarify if the combined total monetary value of HR Supply and Management Services and Project Management Consultancy will work	Combined monetary value of HR supply and management services and Project management consultancy shall work

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
68	Section III – Evaluation and Qualification Criteria	Pg 44, Section III – Evaluation and Qualification Criteria, Point No. Experience 2	The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and employers certificate certifying this]	The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and employers certificate certifying this]	Please allow the work orders/contract copies as the supporting documents and employers certificate only if available	Refer to Corrigendum V S.No. 6
69	Section III - Evaluation and Qualification Criteria: A. Most Advantageous Bid	Pg 42, Section III – Evaluation and Qualification Criteria, Point No. A(b)	(b) the lowest evaluated cost;	(b) the lowest evaluated cost;	<p>We suggest replacing the L1 clause with 80:20 QCBS clause. The success of this project depends on:</p> <ol style="list-style-type: none"> 1- Quality of resources deployed to execute the engagement, 2- Past experience of the bidder in executing such engagements 3- Experience of the bidder in handling such Mission Mode Projects <p>A QCBS evaluation criteria along with a minimum qualification score in the Technical evaluation will help MoSPI in getting serious bidders with proven capability.</p>	No change

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70		NA		NA	<p>We request the client to consider" The bidder shall disclose instances of past performance that may have resulted into adverse actions taken against the bidder during the last five years <u>for acts directly and solely attributable to the bidder which may adversely affect their performance of services herein. However, if no impact of any such adverse action is applicable to the bidder on the date of submission, such disclosure is not applicable.</u> [self-attested undertaking to be provided]</p> <p>· The bidder shall disclose history of litigation or arbitration awards against the bidder in the last five years[self-attested undertaking to be provided]</p> <p>We hereby request client to accept our proposed language "We do hereby declare to the best of our knowledge and information available with me that other than certain litigations/arbitration against PwCPL which are not unusual for a company of PwCPL's size, in our reasonable assessment, there are no other litigations pending against PwCPL which could adversely</p>	No Change

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					impacts the ability of PwCPL to provide services under the Proposal"	
71	Section 2.4: Qualification Requirements, Annual Volume	Pg 44, Section III – Evaluation and Qualification Criteria, Point No. 2.4 (2)	2. The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 100 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)	2. The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 100 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)	2. The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 250 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)	No change
72	Section 2.4: Qualification Requirements, Key Personnel	Pg 45, Section III – Evaluation and Qualification Criteria , Key Personnel	The Key Personnel of the firm should have the competence of handling the assignment. The firm should have 3 personnel of the following experience of project implementation.	The Key Personnel of the firm should have the competence of handling the assignment. The firm should have 3 personnel of the following experience of project implementation.	No CV of the resources who will deliver the project has been sought. We request you to seek CV's of few resources and evaluate them on the basis of minimum eligibility criteria given in Annexure 1-4	No Change
73	Section IV - Bidding Forms		Appendix to Technical Part – TO BE UPLOADED WITH TECHNICAL BID		Please clarify the weightage given to the method statement/methodology and work plan while evaluating the technical bid	No change

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74	Scope of Services, Point V	Pg 85, Section VII – Activity Schedule, Point No. v	Replace immediately the human resources deployed if found unacceptable to PMU because of security risk, incompetence, conflict of interest and breach of confidentiality, being medically un-fit, or improper conduct, etc., upon receiving written communication from the PMU (NPIQSI), NSO, MoSPI.	Replace immediately the human resources deployed if found unacceptable to PMU because of security risk, incompetence, conflict of interest and breach of confidentiality, being medically un-fit, or improper conduct, etc., upon receiving written communication from the PMU (NPIQSI), NSO, MoSPI.	Please define immediately	Refer to S.No. 10 of Corrigendum V
75	Schedule for First Deployment of Human Resources	Pg 86, Section VII – Activity Schedule, Schedule for First Deployment of Human Resources	Deployment of human resources by Service Provider shall be done based on as and when required during the contract period and within 45 days from the date of receipt of requisition received from the PMU, NPIQSI, MOSPI.	Deployment of human resources by Service Provider shall be done based on as and when required during the contract period and within 45 days from the date of receipt of requisition received from the PMU, NPIQSI, MOSPI.	Deployment of human resources by Service Provider shall be done based on as and when required during the contract period and within 60 days from the date of receipt of requisition received from the PMU, NPIQSI, MOSPI.	Refer to S.No. 4 of Corrigendum V
76	Section 3	Pg 87, Section VII – Activity Schedule, Point No. 3	Monthly Report [on deployment of human resources, salaries paid with proof of payments, statutory deductions and payment of statutory dues, progress made till date, etc.]	Monthly Report [on deployment of human resources, salaries paid with proof of payments, statutory deductions and payment of statutory dues, progress made till date, etc.]	Salary of staff is confidential. Request modification of this clause	No change
77	Conflict of interest	Pg 8, Section I - Instructions to Bidders (ITB), Point No. 4.2	Several conflict of interest related obligations on us	A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to	No Change

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					<p>identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	
78	<p>Section 3.4: Insurance to be Taken Out by the Service Provider</p>	<p>Pg 139, Section VIII – General Conditions of Contract , Point No. 3.4</p>	<p>Wide insurance procurement obligations</p>	<p>The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC;</p>	<p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	<p>This shall be considered if bidders do have a firm wide insurance which covers all the required aspects as given in RFB. They shall submit declaration for the same in a standard format</p>

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79	Section 3.3: Confidentiality Obligations	Pg 139, Section VIII – General Conditions of Contract , Point No. 3.3 and Pg 166, Section VIII – General Conditions of Contract, Pt no. 7 - EXCEPTIONS TO CONFIDENTIALINFORMATION	Exceptions to confidential information are not provided	<p>The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.</p> <p>The foregoing restrictions on each party’s use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:</p> <p>(a) was independently developed by or for the Receiving Party without use of or reference to the Disclosing Party’ Confidential Information, or was received without restrictions;or</p> <p>(b) has become generally available to the public</p>	<p>Kindly allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, the service provider cannot be expected to keep it confidential at their end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging the service provider to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.</p>	Pls refer to Pg 166, Section VIII – General Conditions of Contract, Pt no. 7 - EXCEPTIONS TO CONFIDENTIALINFORMATION

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				<p>without breach of confidentiality obligations of the Receiving Party under this Agreement and independently of Receiving Party's knowledge of any Confidential Information; or</p> <p>(c) was in the Receiving Party's lawful and demonstrable possession without restriction prior to its receipt from the Disclosing Party ;or</p> <p>(d) is the subject of a subpoena, court order, statute, rule and regulation or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the Disclosing Party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the Disclosing Party's efforts to secure an appropriate protective order;or</p> <p>(e) is disclosed with the prior consent of the Disclosing Party; or</p>		

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				(f) the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.		
80	Section 3.3: Confidentiality Obligations	Pg 139, Section VIII – General Conditions of Contract, Point No. 3.3	Parties to whom information can be disclosed is not documented	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer	Kindly consider that the service provider may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such	Please refer to Pg 166, Section VIII – General Conditions of Contract, Pt no. 7 - EXCEPTIONS TO CONFIDENTIALINFORMATION

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					employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	
81	Section 3.3: Confidentiality Obligations	Pg 139, Section VIII – General Conditions of Contract, Point No. 3.3	No right to disclose client name or project for citation / reference purposes	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	NO change

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82	Acceptance		No acceptance criteria		<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	No change

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83	Times is of essence and LDs for delay	Pg 140, Section VIII – General Conditions of Contract , Point No. 3.8.1	Time is of essence and LDs for delay	Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per agreed Program and order and timing of all Activities, or from any of the Service Provider's other obligations and liabilities under the contract	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause.	No Change
84	IPR	Pg 167, Section VIII – General Conditions of Contract, Point No. 8 (b)	No protection to our pre-existing IPRs	By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our	No change

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				with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.	pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines. Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	

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85	Audit	Pg 133, Section VIII: 1.7 Inspection and Audit by the Bank	Widely worded audit rights	Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank.	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	Please refer RFB Clause: Section VIII: 1.7 Inspection and Audit by the Bank
86	Liquidated damages	Pg 140, Section VIII – General Conditions of Contract , Point No. 3.8.1	Uncapped LDs / LDs capped at higher percentage	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date.	We request for capping the liquidated damages/penalties cumulatively to 5% of the total contract value.	Refer to Corrigendum V - S.No. 7
87	Liquidated damages	Pg 140, Section VIII – General Conditions of Contract , Point No. 3.8.1	Not sole and exclusive remedy	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date.	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	No Change

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
88	Liquidated damages	Pg 140, Section VIII – General Conditions of Contract , Point No. 3.8.1	Not sole and exclusive remedy	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date.	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	No Change
89	Section III	Pg 160, Section VIII – General Conditions of Contract, point No. III	The service provider shall in no case pay monthly remuneration lesser than the amount of monthly remuneration quoted in the BOQ by the service provider. In case any deviation to this is noticed, the Project Director, NPIQSI will have the option of levying a fine of INR 5,000 per case and recover equivalent amount from the bill of the Service Provider, and Service Provider shall compensate equivalent amount to the concerned human resource within 15 days of notice of such deviation received from Project Director, NPIQSI.	The service provider shall in no case pay monthly remuneration lesser than the amount of monthly remuneration quoted in the BOQ by the service provider. In case any deviation to this is noticed, the Project Director, NPIQSI will have the option of levying a fine of INR 5,000 per case and recover equivalent amount from the bill of the Service Provider	Please clarify, if it means that the amount quoted by the bidder shall be equal to the actual remuneration of the staff employed. If yes, this would not be possible as there would be different contract with different staff members.	No change
90	Survival obligations	Pg 139, Section VIII – General Conditions of Contract, Point No. 3.3	Obligations to survive for more than a year post expiry or termination of contract	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	No change

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
				Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer		
91	Advance Payment				Request for including advance payment against the Performance Security. This will help in keeping a check on the cost by avoiding interest cost.	No change
92	No third party disclaimer	Pg 168, Section VIII – General Conditions of Contract , 12.Third parties	There is no restriction on the usage of deliverable. No third party disclaimers.	This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Pls refer to Pg 168, Section VIII – General Conditions of Contract , 12.Third parties
93	Evaluation and Qualification Criteria	Section III - Evaluation and Qualification Criteria			No minimum marks have been specified for a bidder to be eligible for opening of financial bids. We suggest inclusion of a clause that mandates a bidder to score a minimum of 80% marks in technical evaluation to be eligible for opening of financial bids.	No Change

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94	Evaluation and Qualification Criteria: Approach & Methodology	Section III - Evaluation and Qualification Criteria			We suggest inclusion of evaluation criteria for A&M by the bidder. This will help MoSPI in evaluating the bidders understanding of the scope, their approach to the problem statement and hence in proper evaluation	No Change
95	Evaluation and Qualification Criteria: Technical presentation	Section III - Evaluation and Qualification Criteria			We suggest inclusion of a technical presentation by the bidder. This will help MoSPI in evaluating the bidders understanding of the scope and hence in proper evaluation	No Change
96	Consortium				Please clarify if consortium is allowed or not	Refer to Corrigendum V S.No. 9
Arceus Infotech Pvt. Ltd.						
97	Qualification	Pg 44, Section III – Evaluation and Qualification Criteria, point number - 2.4 , Annual Volume-1	2. The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 100 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)	The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 100 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)	Request yo to please modify the clause as "The minimum required annual average in the three financial years (FY 2017-18, 2018-19, and 2019-2020) shall be: INR 100 Crores Audited/Provisional Balance sheets, P&L should be submitted."	Refer to Corrigendum V, S.No. 1

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98	Experience	Pg 44, Section III – Evaluation and Qualification Criteria, Point No. Experience 1	1. The firm shall have experience as Lead Service Provider, of satisfactorily performing services related to supply and management of Human Resources [including payroll], of at least 150 professionals per year (through multiple contracts) in any of the 2 years 2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and self-certificate certifying this]	The firm shall have experience as Lead Service Provider, of satisfactorily performing services related to supply and management of Human Resources [including payroll], of at least 150 professionals per year (through multiple contracts) in any of the 2 years 2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and self-certificate certifying this]	Request you to please change it to "1. The firm shall have experience , in manpower deployment of at least 200 professionals per year ([please provide minimum Two Work orders each having 200 and above manpower deployment , work orders/contract copies of contracts executed in last these three years and self-certificate certifying this]"	No Change
99		Pg 44, Section III – Evaluation and Qualification Criteria, Point No. Experience 2	2. The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and employers certificate certifying this]	The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and employers certificate certifying this]	Request to changes as "2. The firm shall have experience of executing at least one service contract of Turnkey nature involving state wide deployment of manpower in India and having minimum contract value of INR100 crores or above with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years]"	No Change

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
100	Liquid Assets	Pg 46, Section III – Evaluation and Qualification Criteria, Liquid Assets	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the bidder shall be: INR 10 Crore. Liquid Assets will be defined as the sum of Cash in Bank, Cash Equivalents (FDR/Marketable Securities). [availability to be certified by a Nationalized/Scheduled Bank /Certified chartered accountant located in India in the specified format]	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the bidder shall be: INR 10 Crore. Liquid Assets will be defined as the sum of Cash in Bank, Cash Equivalents (FDR/Marketable Securities)	The minimum amount of liquid assets /solvency of the bidder shall be: INR 8 Crore. Liquid Assets will be defined as the sum of Cash in Bank, Cash Equivalents (FDR/Marketable Securities). [availability to be certified by a Nationalized/Scheduled Bank /Certified chartered accountant located in India in the specified format]	NO change
101	Page no.44,Section III Evaluation and Qualification Criteria	Pg 44, Section III – Evaluation and Qualification Criteria,point number - Liquid Assets	f) Bidder should have a valid ISO 9001 / ISO 27001/(ISO/IEC) 20000 above certification. Copy of Valid Certificate(s) signed and stamped by the Authorized Signatory of the Bidder may be provided.	f) Bidder should have a valid ISO 9001 / ISO 27001/(ISO/IEC) 20000 above certification. Copy of Valid Certificate(s) signed and stamped by the Authorized Signatory of the Bidder may be provided.	Request to please also add CMMI Level 3 (SVC) certification for process and clause should get modified as "bidder should have a valid ISO 9001 ,ISO 27001,ISO/IEC) 20000 & CMMI Level 3(SVC) and above certification. Copy of Valid Certificate(s) signed and stamped by the Authorized Signatory of the Bidder may be provided.	No change
102	Section I, Page No.158, Failure to deploy human	Pg 158, Section VIII – General Conditions of Contract, Point No. 1	Availability of human resources	Availability of human resources	No penalty	No Change

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103	resources as per the First Deployment Schedule and to deploy replacements thereof in case of non-availability/absenteeism will result in penalties as outlined below:	Pg 158, Section VIII – General Conditions of Contract, Point No. 2	Non availability of each human resource for first 7 days from the deadline specified in the first deployment schedule and to continue until the date before issue of Letter of Appointment of human resource not deployed as per initial deployment schedule	Non availability of each human resource for first 7 days from the deadline specified in the first deployment schedule and to continue until the date before issue of Letter of Appointment of human resource not deployed as per initial deployment schedule	No Reimbursement (NR) + 1,000 per day to be changed to T+15 days=0	No Change
104		Pg 158, Section VIII – General Conditions of Contract, Point No. 3	Non availability of each human resource for subsequent next seven days from the deadline specified in the first deployment schedule	Non availability of each human resource for subsequent next seven days from the deadline specified in the first deployment schedule	NR+2,000 to be changed to 1000/-	No Change
105		Pg 158, Section VIII – General Conditions of Contract, Point No. 4	Non availability of each human resource for subsequent five days [Days 16 17 18 19 and 20] from the deadline specified in the first deployment schedule	Non availability of each human resource for subsequent five days [Days 16 17 18 19 and 20] from the deadline specified in the first deployment schedule	NR+4,000 to be changed to 2000/-	No Change
106		Pg 159, Section VIII – General Conditions of Contract, Point No.5	Non availability of each human resource beyond 20 days to a maximum of 28 days from the deadline specified in the first deployment schedule	Non availability of each human resource beyond 20 days to a maximum of 28 days from the deadline specified in the first deployment schedule	NR+6,000 to be changed to 3000/-	No Change
107	Section IV, Pageno.168, Continuation of Unsatisfactory Performance of Human Resources	Pg 160, Section VIII – General Conditions of Contract, point No. IV, Point 1	Reaching a mark of 10 % of human resources deployed - 5 % deduction in the monthly bill	Reaching a mark of 10 % of human resources deployed - 5 % deduction in the monthly bill	1%	No Change

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
108	after Providing Feedback and Measures to Improve Performance	Pg 160, Section VIII – General Conditions of Contract, point No. IV, Point 2	Reaching a mark of 20% of the human resources deployed - 10 % deduction in the monthly bill	Reaching a mark of 20% of the human resources deployed - 10 % deduction in the monthly bill	3%	No Change
109	Page no.160	Pg 160, Section VIII – General Conditions of Contract, Section II	SECTION II: Failure to make payment of remuneration as per Letter of Appointment issued to and accepted by human resources contracted and deployed by the Service Provider, as per SCC sub-Clause 6.4 [vii] will result in penalties, as below: INR 1,000 per day for every case of delayed payment of remuneration to the staff by the Human Resource Service Provider.	Failure to make payment of remuneration as per Letter of Appointment issued to and accepted by human resources contracted and deployed by the Service Provider, as per SCC sub-Clause 6.4 [vii] will result in penalties, as below: INR 1,000 per day for every case of delayed payment of remuneration to the staff by the Human Resource Service Provider.	request to please remove this clause as already penalties being mentioned in the mandatory places .	No Change
110	Page no.160	Pg 160, Section VIII – General Conditions of Contract, Section III	SECTION III: The service provider shall in no case pay monthly remuneration lesser than the amount of monthly remuneration quoted in the BOQ by the service provider. In case any deviation to this is noticed, the Project Director, NPIQSI will have the option of levying a fine of INR 5,000 per case and recover equivalent amount from the bill of the Service Provider, and Service Provider shall compensate equivalent amount to the concerned human resource within 15 days of notice of such deviation received from Project Director,	The service provider shall in no case pay monthly remuneration lesser than the amount of monthly remuneration quoted in the BOQ by the service provider. In case any deviation to this is noticed, the Project Director, NPIQSI will have the option of levying a fine of INR 5,000 per case and recover equivalent amount from the bill of the Service Provider, and Service Provider shall compensate equivalent amount to the concerned human resource within 15 days of notice of such deviation received from Project Director,	request to please remove this clause as already penalties being mentioned in the mandatory places .	No Change

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
			NPIQSI	NPIQSI		
111	pagen no.153	Pg 153, Section VIII – General Conditions of Contract, Point No. iii	[iii] Frequency of Payment : The first payment shall be made to the Service Provider by the Employer for the first 1 [one] month of contract signature. The second payment will be made to the Service Provider by the Employer for the next 2 [two] months of contract signature. All subsequent payments shall be made by the Employer to the Service Provider on a quarterly basis.	[iii] Frequency of Payment : The first payment shall be made to the Service Provider by the Employer for the first 1 [one] month of contract signature. The second payment will be made to the Service Provider by the Employer for the next 2 [two] months of contract signature. All subsequent payments shall be made by the Employer to the Service Provider on a quarterly basis.	Request to pay All subsequent payments shall be made by the Employer to the Service Provider on a monthly basis.	Refer to Corrigendum V S.No. 3
112	Page no154	Pg 153, Section VIII – General Conditions of Contract, Point 6.4 [v]	[v] Timeline for Making Payment to Service Provider : The Service Provider shall be paid within 45 calendar days from the date of submission of invoice and the following documentation to Ms.R. Savithri, Deputy Director General, Room Number	Timeline for Making Payment to Service Provider : The Service Provider shall be paid within 45 calendar days from the date of submission of invoice and the following documentation to Ms.R. Savithri, Deputy Director General, Room Number	Timeline for Making Payment to Service Provider : The Service Provider shall be paid within 15 calendar days from the date of submission of invoice.	No change

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
			411, Level4, East Block 6, R. K. Puram, New Delhi 110 066, and within 60 calendar days in the case of the final payment.	411, Level4, East Block 6, R. K. Puram, New Delhi 110 066, and within 60 calendar days in the case of the final payment.		
113	Page no.154	Pg 154, Section VIII – General Conditions of Contract, Point 6.4 [vii]	[vii] Payment Timelines for the Service Provider: The Service Providers shall credit salaries of human resources contracted and deployed by it electronically within the first 7 calendar days of each calendar month on the basis of attendance and satisfactory work records duly verified by the DDG of the office to which the deployed personnel are attached.	Ensuring electronic payment of remuneration as per Letter of Appointment to the deployed human resources, by the 7th of every calendar month for the preceding month by crediting the amount to the bank account of the concerned human resources	first 10 calendar days of each calendar month on the basis of attendance and satisfactory work.	No change
114	Scope of work pageno.85, Point V	Pg 84, Section VII – Activity Schedule , Point number v	By the 7th of every calendar month for the preceding month by crediting the amount to the bank account of the concerned human resources [also refer to serial number [v] below] and claiming commensurate reimbursement on a quarterly basis	Ensuring electronic payment of remuneration as per Letter of Appointment to the deployed human resources, by the 7th of every calendar month for the preceding month by crediting the amount to the bank account of the concerned human resources	Request you reimburse the claims on monthly basis only to manage the cash flow of the project.	Refer to Corrigendum V S.No. 3

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
115		NA		NA	We believe that the working hours & days of the manpower would be 9 hrs a day / 6 days a week - kindly confirm	The resources are to work as per government calendar and timings as applicable for government employees.
116		NA		NA	Kindly confirm on the statutory requirement that needs to be taken in to account while working out estimated unit cost - namely ESI, PF, Bonus, Insurance, Leave with wages etc	All statutory requirements applicable for the solicited services shall be applicable
117		NA		NA	Does the manpower is required to work on Government Holidays (National / Festival) - pls clarify	The resources are to work as per government calendar generally but may have to work on a holiday if situation so demands.
118		NA		NA	Does the manpower has specific dress codes that needs to be adhered to - pls clarify	Not required
Broadcast Engineering Consultants India Limited						
119	Annual Volume	Pg 44, Section III – Evaluation and Qualification Criteria, point number - 2.4 , Annual Volume-1	1. The Firm should have been in profit (after tax) for the three financial years, i.e., FY 2016-17, 2017-18, and 2018-2019 [please provide certificate by a Chartered Accountant](P&L Statement may be asked for) 2. The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and	1. The Firm should have been in profit (after tax) for the three financial years, i.e., FY 2016-17, 2017-18, and 2018-2019 [please provide certificate by a Chartered Accountant](P&L Statement may be asked for) 2. The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and	We have been making profits since last year and are executing orders with 4000 manpower from a single client, for various locations. Being a PSU under the Ministry of Broadcasting, we would like to request you to kindly relax this criteria to one year in the past.	No change

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
			2018-2019) shall be: INR 100 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)	2018-2019) shall be: INR 100 Crores [please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years)		

Sr. No.	Reference made by prospective bidder	Exact Reference of RFB (page number of RFB, Section, Clause)	Clause of RFB as referred by the prospective bidder	Text as in RFB	Clarification/ Amendment Sought	Response
120	Experience	Pg 44, Section III – Evaluation and Qualification Criteria, point number - 2.4 , Experience-1	<p>1. The firm shall have experience as Lead Service Provider, of satisfactorily performing services related to supply and management of Human Resources [including payroll], of at least 150 professionals per year (through multiple contracts) in any of the 2 years 2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/ contract copies of contracts executed during each of these three years and self-certificate certifying this]</p> <p>2. The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and employers certificate certifying this]</p>	<p>The firm shall have experience as Lead Service Provider, of satisfactorily performing services related to supply and management of Human Resources [including payroll], of at least 150 professionals per year (through multiple contracts) in any of the 2 years 2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/ contract copies of contracts executed during each of these three years and self-certificate certifying this]</p> <p>2. The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [please provide list of all work orders/contract copies of contracts executed during each of these three years and employers certificate certifying this]</p>	As asked for 150 employees, the turnover cannot cross 100 cr., which we feel is not in line with the ask. So request you to kindly increase it to minimum 1000.	No Change