

Assam Cancer Care Foundation RFP - Pre bid queries and resolution				
RFP Ref No: ACCF/Manpower/20-21/11 Date: 30.11.20				
Date: 10.2.2021				
Sr. No.	Tender Clause/Section No.	Clause Wording	Bidder Comment	ACCF Amendment/Clarification to bid document
1	5.2.5	ACCF reserves the right to increase or decrease the no. of manpower at any time during the contract period.	Decrease will mean removal. If sufficient notice is give, or payment done towards serving the notice period by ACCF.	Clause 5.2.5: This clause is related to no. of manpower requirement given in tender document. However, in case, existing hired manpower is removed, 30 days removal notice shall be given to the Agency for removal of hired manpower as mentioned at Clause 5.3.2
2	New	Clarification on employee(s) already working with ACCF on the payroles of Outsourced Manpower Agency		It is clarified that there are people who are already working with ACCF on the payrole of one Outsourced Manpower Agency. ACCF may like to retain some of these employees based on their performance and for the continuity in the work. List of such employees, along with their existing salary, shall be provided to the selected agency. Salary differebce (from the quoted one) of such retained employees shall be billed to ACCF.
3	6.1.9	The person deployed may be called on holidays to attend duty and in such cases shall be compensated financially as per rates approved by this office on attending such duty.	Is "as per rates approved by this office" as per overtime wages and as per applicable law?	Overtime charges shall be paid by ACCF as per prevailling applicable law(s).
4	6.1.19.	The Agency shall provide a substitute ..... if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency...	1) If the associate is taking leave then it will be treated as casual leave. 2) If candidate resign the organisation in such case Randstad will provide a replacement.	In all the roles, overlapping will not be necessary but in cases where it is required a decision will be taken and confirmed to the vendor in writing by authorised person of ACCF and in such overlapping cases, charges shall be borne by ACCF.
5	6.1.22	TT & HBV Vaccination along with Chest X Ray, Blood Test and Vaccination - particularly Hepatitis B etc of all Persons deployed needs to be done /especially people deployed in sensitive areas dealing with patient. Medical Examination of all deployed staff has to be repeated every year.	Cost to be reimbursed by ACCF	All cost shall be paid by the Agency. Agency may calculate and include the cost in the Service/Management fee while quoting.
6	6.3.	Payment, Penalty and Dispute Resolution	In how many days, payment will be made from the date of invoice? And beyond that 15% interest charge will be applicable on the invoice value.	ACCF will make the payment within 30 days from the date of receipt of correct vaild invoice. At ACCF, payment is made without any delay. No interest shall be paid by ACCF on delayed payment. However, Agency shall make payment to the deployed manpower by 7th of every month.Agency will not hold back any payment citing delay in payment by ACCF.

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7	6.3.2.	No payment shall be made in case of non-attendance in working days	What about statutory leaves, holidays and other leaves for the depute – like sick leave, casual leave, earned leave?	<p>Leaves shall be granted as per extant statutory laws. Leave Policy for contractual employees working under the supervision of Principle Employer in Assam (Scheduled Employment)-</p> <p>a. Weekly Holidays- One day weekly half. In case of 5 days' week working of a particular center, then one &amp; half weekly half shall be given.</p> <p>b. National and Festival Holidays- Similar to other employees</p> <p>c. Annual Leave-</p> <p>i. Casual Leave- 10 days / per annum</p> <p>ii. Medical Leave- 12 days per annum</p> <p>iii. Earned/ Privileged Leave- 16 days on completion of a year.</p> <p>Earned leaves shall be billed to ACCF, if not availed (subject to completion of a year). Agency need to provide proof of payment to its employee.</p> <p>Substitute is not required in all the roles barring few essential services wherein Agency need to provide substitute in case its employee takes leave(s).</p>
8	6.3.4.	The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days....	CFO's approval required	No change

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9	7	A new clause should be inserted under the main body of the RFP.	7. Limitation of Liability	<p>A new Clause is added at in bid Document as Clause No. 7: Limitation of Liability:</p> <p>7.1: The Service Provider shall be liable to the Client/Service Receiver, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, but this liability shall not exceed the total contract price as specified under the Service Order.</p> <p>The limitation of liability shall not apply to any obligation of the Service Provider to pay the liquidated damages to the Client/Service Receiver, and the aggregate liability of the Service Provider to the Client/Service Receiver, whether under the Agreement, in tort or otherwise.</p> <p>7.2: Provided that, the limitation of liability under Clause 7.1 above shall not apply to: (a) the cost of repairing or replacing Defects in the Equipment or performing any Services; (b) obligation of the Service Provider to indemnify the Client/Service Receiver under this Definitive Agreements; (c) losses caused due to the Service Provider or sub-Service Provider s fraud, gross negligence or wilful misconduct; and (d) contravention of Laws by the Service Providers or any of its sub Service Provider(s).</p>

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10		This clause should be in sync with Clause 13.2. of ANNEXURE-4: Contract Format	Under any circumstance, for any reason whatsoever, neither party shall be liable for any incidental, ancillary, indirect, special, punitive or consequential damages, including, but not limited to lost profits or injury or death, whether in tort or contract or based on any theory of liability. Notwithstanding anything contrary contained in this RFP document and any Purchase Order/s, in no event shall the aggregate maximum liability of Agency/Service Provider for any direct damages, claims and losses under this engagement exceed the Service Fee paid in the immediately preceding Six (06) months of the date of the cause of action.	Limitation of Liability Clause as Clause 7 has been added in the main bid document conditions and the same is aligned with the Draft Agreement conditions.
		<b>DRAFT AGREEMENT</b>		
11	11 (b)	For absence of manpower, a penalty @ Rs. 500/- per worker per day will be deducted from the bill which will be over and above of other deductions (including but not restricted to the Wages that would otherwise have been paid).		For absence of manpower, a penalty @ Rs. 100/- per worker per day will be deducted from the bill which will be over and above of other deductions (including but not restricted to the Wages that would otherwise have been paid).
12	13.1	The Service Provider shall not be liable to the Client/Service Receiver, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay the liquidated damages to the Client/Service Receiver, and the aggregate liability of the Service Provider to the Client/Service Receiver, whether under the Agreement, in tort or otherwise, shall not exceed the total contract price as specified under the Service Order.		Clause 13.1: The Service Provider shall be liable to the Client/Service Receiver, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, but this liability shall not exceed the total contract price as specified under the Service Order. The limitation of liability shall not apply to any obligation of the Service Provider to pay the liquidated damages to the Client/Service Receiver, and the aggregate liability of the Service Provider to the Client/Service Receiver, whether under the Agreement, in tort or otherwise

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13	13.2.	Provided that, the limitation of liability under Clause 11 above shall not apply to: (a) the cost of repairing or replacing Defects in the Equipment or performing any Services; (b) obligation of the Service Provider to indemnify the Client/Service Receiver under this Definitive Agreements; (c) losses caused due to the Service Provider or sub-Service Provider s fraud, gross negligence or wilful misconduct; and (d) contravention of Laws by the Service Providers or any of its sub Service Provider s	Clause 11 is not Limitation of Liability but Liquidated Damages & Penalty.	Replaced as: Provided that, the limitation of liability under Clause 13.1 above shall not apply to: (a) the cost of repairing or replacing Defects in the Equipment or performing any Services; (b) obligation of the Service Provider to indemnify the Client/Service Receiver under this Definitive Agreements; (c) losses caused due to the Service Provider or sub-Service Provider s fraud, gross negligence or wilful misconduct; and (d) contravention of Laws by the Service Providers or any of its sub Service Provider(s).
14			Clause 13. 2 should not have sub clause (a) as this is not relevant.	As per above cahnges made.
15			Clause 13.2 should be: Provided that, the limitation of liability under Clause 11 above shall not apply to: (a) the cost of repairing or replacing Defects in the Equipment or performing any Services; (b) obligation of the Service Provider to indemnify the Client/Service Receiver under this Definitive Agreements; (c) losses caused due to the Service Provider or sub-Service Provider s fraud, gross negligence or wilful misconduct; and (d) contravention of Laws by the Service Providers or any of its sub Service Providers. <b>Notwithstanding anything contrary contained in this Agreement, RFP document and any Purchase Order/s, in no event shall the aggregate maximum liability of Agency/Service Provider for any direct damages, claims and losses under this engagement exceed the Service Fee paid in the immediately preceding _____ ( ) months of the date of the cause of action.</b>	Already explained and clarified above.
16	Financial Proposal	MONTHLY RATE OFFERED FOR DIFFERENT CATEGORIES OF PERSONNEL. (Rate per person per Month inclusive of all statutory liabilities, taxes, levies, cess etc.)	Is this understanding correct that nothing extra needs to be charged towards gratuity, maternity benefits, insurance premium, bonus, etc??	All statutory charges shall be paid by the Agency and to be built in while quoting the prices.

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17		Minimum Wages	Minimum wages need to adhere as per govt law as per further revised notification.	Wherever there is change in Minimum Wages, the same increase/decrease shall be make up/adjusted, to the extent of change, by ACCF, subject to production of proof by the agency.
18		Uniform Cost/Medical Expenses	Kindly comment on the same how to execute the costing arrangement.	Uniform, if required, shall be provided by ACCF. Medical expenses shall be paid by the Agency.
19		Bonus	yearly or monthly?	As per payment of Bonus Act.
20		Essencial Service Category	Kindly clarify which party will take the costing towards maintaining the bench as the manpower agency need to fill the gap arising due to leave taken by the associate deployed.	It is the responsibility of Manpower Agency to fill the gap at its own cost.
21		Security Services	Randstad do not provide security services as it is beyond our scope of work.	Security personnel have not been asked in the tender, hence Security License is not required.
23			As per Gol,t. of India circular issued, a MSME registered orgnaisation is exempted from payment of Tender cost fee and Earnest Money (EMD) for tenders. We therefore request you to kindly allow relaxation to MSME Registered organisations/ firms/ etc. from submission of Earnest Money Deposit for the above mentioned RFP called by your office.	No change
24			We would request you to kindly allow firms/ organisations providing manpower services to reputed private organisations also to participate in the RFP called by your office.	Allowed
25	Page no 6 , Sl. No 2	Minimum 3 years of work experience in providing manpower	Minimum 3 years of work experience in providing manpower or associated/ancillary services	No change
26	Page no 6 , Sl. No 3	Average annual turnover of Rupees One (1) Crore or more in the last three financial years from similar activity of provisioning of manpower.	Average annual turnover of Rupees One (1) Crore or more in the last three financial years from similar activity of provisioning of manpower manpower or associated/ancillary services	No change
27	Page no 6 , Sl. No 4	Successfully executed at least two similar contracts for providing manpower	Successfully executed at least two similar contracts for providing manpower associated/ancillary services	No change

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28		Service Provider registered with NSIC are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018.		No change in EMD
29	5.1- Manpower Requirement	Various Roles and JDs have been described here.		No. of personnel required have been rationalised and also some more roles have been added for general maintenance of building. Agency needs to provide required maintenance personnel (HVAC maintenance & Operation and Electrician) as & when required ( <b>Annexure-A</b> ). Agency should have electrical licences, if any. Tools and inventory of goods shall be provided by ACCF. Revised list of rationalised manpower with some additional roles are annexed as <b>Annexure-B</b> . Pls note that Categories of manpower is also revised at some places.
30	Annexure-I	Annexure-I Technical Proposal Format	In ANNEXURE-1 (Technical Proposal Format) at serial no 3 Bidder has to mention details of Branch Office in Orissa (if registered office is not in Orissa). We think Orissa is wrongly printed here. In this regard please clarify whether we have to mention branch office address of Assam or Orissa.	At Sr. No.3- Please read it as "Details of Branch office in Guwahati". Rest remain same.
31	Annexure-8-Price Bid	Price reasonableness	Define price reasonableness	Any bidder who quotes less than 5% Service Charges shall be treated as unreasonable/unviable business and will be rejected.
32	Annexure-8- Price Bid	Price Bid Format	In ANNEXURE-8 (Financial Proposal Format sheet) the EPF & ESIC component of mentioned is@ 13.61% & 4.75% of basic wages respectively. But as per new gazette notification of Labor Department (notification copy attached) EPF & ESIC is now paid@ 13% and @3.25% on basic vda respectively. Hence we need clarification on this matter also.	EPF and ESIC are @13% and 3.25% respectively. Price Bid has been changed accordingly and Annexed at <b>Annexure-C</b> to this amendment.

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33	Annexure-8- Price Bid	Price Bid Format	In ANNEXURE-8 Financial Proposal Format, Bidder has to mention Service Charge on take Home Remuneration (to be given in % age). But if Bidder mentioned service charge in % at given column the total per person per month rate will not reflect in last column. As Financial Bid sheet is also visible on the respective portal we are unable to submit the same also.	Take Home Remuneration is replaced as Basic Wages & VDA which include Agency's share of EPF and ESIC. Revised Price Bid format is attached as <u>Annexure-C.</u>

Rest of the conditions of tender remain same.

(Lead Procurement)  
ACCF