

Appendix 6 Prebid Query Response.					
RFP for Empanelment of Agency for sourcing and providing manpower					
Sr. No.	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion / BGSSL Remarks
1	9	2.6	Scope of Work	Projection of work Contractual Hiring-Numbers, will it be new hires or transfers as well	Details discussed at the time of service agreement execution with selected bidders.
2	9	2.6	Scope of Work	Projection of work Permanent Hiring - Numbers , level of hiring , Salary range etc	Information is business requirement basis, and can be discussed at the time of issuance of TOR/ Commercial
3	9	2.5	Detailed Scope of Work - Training	What kind of training is required - basic or detailed Job role	Please refer RFP clause No. 2.5 - "Training" and 7.5 - "Knowledge Transfer"
4	11	2.6	Recruitment fees would be charged only for the candidates who complete 90 Days.	Is it applicable for both contractual and permanent hires	Please refer RFP clause 2.6 - "Recruitment"
5	17	4.4	Performance Guarantee-The successful vendor shall provide a Performance Guarantee within 45 days from the date of receipt of the order or signing of the contract whichever is earlier in the specified format as provided by BGSSL to the extent of 5% of the total contract value for the entire period of the three years contract plus 6 months and such other extended period as the Company may decide for due performance of the project obligations.	What will be the contract value ,is it applicable to both perm & temp , if both then it will be two separate bank guarantee to one .	Performance Bank Guarantee as mentioned in the RFP clause No. 4.4, will be based on total contract value determine at the time of issuance of the work order. And will be required short listed bidders to furnish separate bank guarantee towards temp. and Permanent staffing.
6	12	2.6	Discipline - Should BGSSL feel that the conduct of any of empaneled vendor's employees is detrimental to BGSSL's interest and values, BGSSL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job.	Any exit of the employee should be as per the law ( notice period )	Understanding is correct. Any exit of the employee should be as per the law.
7	12	2.6	Disciplinary Action: It is accountability of the empaneled vendor of Filing Police complaint in case of fraud by any outsourced manpower.	FIR has to be done by the client , once done Randstad will take it ahead	Disciplinary action would be entertained as per the prevailing laws / guidelines
8	14	2.6	Other Requirement:Providing one dedicated resource for handling all work related to the outsourced manpower (implant) at the cost of the vendor (Resource to be appointed at BGSS office in Gandhinagar. One resource for manpower up to 750 and another resource if the manpower is above 750)	What will be the min number for an implant	Please refer RFP clause No. 2.6 - "Other Requirements"
9	25	7.3	However, Selected Empanelled vendor's liability in case of claims against the Company resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.	"Gross Negligence" has to be removed	Unmodified
10	29	7.13	Penalty and Liquidated Damages	The Penalty quoted is a huge amount , needs to be discussed	Please read this clause as mentioned below : " The successful bidder shall be liable to pay penalty up to 1% of contract value, per week or part thereof for delay and not adhering to the time schedules of the contract."

11		Technical Bid	Experience of the bidder of working with large organizations (in India) having minimum employee strength	The head count mentioned (10000-12000) is the total number of contractual employees on Randstad payroll of a particular organization or the total number of employee strength the organization has	The total number of employee strength on the roll of bidders.
12				If we don't agree on certain clauses can we submit a deviation letter along with the tender	Please Refer Clause No. 4.5 - "Others" Point No. 3
13				How will the bid happen F2F or virtual, do we have to submit the documents offline or online?	Please refer Clause No. 1.7 - "Important Details" and 5.9 - "Submission of Bids"
14	2.6	Reimbursement Pay-Out:	The Service charges applicable for the payroll processing will be applied for the associates' reimbursement Payments - Reimbursement will be paid along with Salary or will run another Cycle		Understanding is correct. Reimbursement will be paid along with the salary and another cycle also may run as per the business requirement.
15	2.6	Detailed Scope of Work	The H1 bidder will be responsible for payment of statutory and contractual obligations to the hired client employee, as per provisions of law of the land/terms of appointment. A certificate to this effect will be required to be given by the H1 bidder. The selected firm will be required to provide attendance tracker/register, compliance certificates (PF, ESIC etc.) salary register and any other document as agreed, of having complied with the statutory and contractual obligations of the employee, to the satisfaction of the company - BGSS want Mobile tracking tool to track the candidates which include Attendance, ID Card, Etc - Please clarify		As of now there is no such requirement by BGSS. However the agency needs to maintain/Track all the labour related registers as mentioned in RFP documents.
16	2.6	Detailed Scope of Work	What would be the Attendance Cycle / Salary Disbursement Date / Incentive Cycle - we need to understand		Current Payroll cycle is 19th to 18th and the salary disbursement will be carried out by month end
17	2.5	Training	Service Provider shall train designated officials of the Company on the configuration, operation/functionalities, maintenance, support & administration wherever required by the Company - do we have to give any product training or general training related to compliance please specify		Please refer RFP clause No. 2.5 - "Training" and 7.5 - "Knowledge Transfer"
18	4.6	Other RFP Requirements	The written demand by Company as to the loss/damages mentioned above shall be final, conclusive and binding on the selected bidder and selected bidder shall be liable to pay on demand the actual amount of such loss/damages caused to Company including but not limited to all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. This is arbitrary and should be clarified with the prospect as per the process for this RFP - Please specify which losses, are we giving any Mobile / Laptop / Cash handling to candidates which is sourced by Adecco		Same will be informed as per business requirement
19	7.3	Limitation of liability	Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project, even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business - Liability is open ended we need to understand can we limit to 50,000		Un-modified
20	4.3	Price Bids	When commercials are called for from the empanelled bidders, the empanelled bidders are required to quote in Indian Rupees (INR). Bids in currencies other than INR would not be considered - Adecco no need to submit commercials now, BGSS will call Adecco post empanelment, Can Adecco do Negotiation or not		Please refer RFP clause No. 2.6 - "Project Objective"
21	9	2.5	Training	Not clear on what training?	Please refer RFP clause No. 2.5 - "Training" and 7.5 - "Knowledge Transfer"
22	9	2.6	Sourcing for permanent staffing	Separate commercials to be charged for the permanent staffing	Yes

23	10	2.6	Detailed scope of work- No payment will be paid in advance to the H1 bidder	Our current arrangement is collect & pay, do you want us bid pay & collect model? If yes what credit period are you proposing?	Please Refer RFP Clause No. 2.6 - "Billing and Invoicing"
24	11	2.6	Joining Formalities- authentication of original documents	this will be covered in BGV, how can agency authenticate	Proper/Accurate BGV has to be obtained of associate candidates.
25	11	2.6	ID cards + Business Cards cost	ID Cards + Business cards to be chargeable	This will be part of TOR/Commercial
26	11	2.6	re-hiring within 6 months	if not charged in first term of associate then to be charged. If charged in first instance then no charge	Please refer RFP clause 2.6 - "Recruitment"
27	13	2.6	Credit note to be made and submitted to BGSSL for the stopped salary amount within TAT of 24 hours	Hold salaries should be retained with contractor as the resource is employee of bidder and agency is liable to pay as and when the associate claims the same. The same has to be maintained with the bidder for 3 years and post that deposited to LWF. So please specify under which law should this CN be issued	In the ordinary course of business, Credit note will be issued under the GST act.
28	13	Absorption	Absorption of outsourced manpower	Absorption fee will be applicable Since we do the hiring at a very subsidized value (only INR 1000/hire) and the cost of hiring is around 5-6K, therefore absorption fee of 6% will be applicable on absorption	Unmodified
29	13		Performance review & increment	Performance Management will be out of scope as the associates will work under supervision of BGSSL. Data for performance review to be provided by BGSSL and executed by the bidder	Agreed
30	20	4.6 (10)	Penalties	No penalties to be deducted unilaterally No penalties to be deducted unilaterally and any deduction should be mutually	Un-modified
31		1.5 & 7.26	Confidentiality	Quess will share information either in oral or in written form to Client for examples, clientele list, Quess process, and billing data, commercials, customized scope for this project, financials and the personal data of associates or any other doc. while submitting the tender Hence request you to make this clause mutual to protect Quess Confidential Information.	Noted. Will do the needful at time of the service agreement execution.
32		2.6	Scope of work	Company shall at its own expense give Service Provider all the support and co-operation reasonably required to ensure that Service Provider is able to provide the Services in accordance with the provisions of this Agreement without any hindrance or interruption, including without limitation the support and issue all such NOC's, certificates, requisite approval forms/form V to Company and/or Company's affiliates/ subsidiaries /subcontractors as the case may be for providing the services under this Agreement. Company shall ensure that their affiliates, employees, contractors and agents cooperate with Service Provider, to deliver the Services in accordance with this Agreement. Company shall promptly pay to Service Provider such payments (including any interest, penalty, fines or any other payments levied by the statutory authorities due to the delays in receipt of inputs from the company) as shall become payable hereunder at the time and in the manner specified in this Agreement to ensure compliance.	Un-modified.
33		4	Performance guarantee	please help with the calculation	Performance Bank Guarantee as mentioned in the RFP clause No. 4.4, will be based on total contract value determined at the time of issuance of the work order. And short listed bidders to furnish separate bank guarantee towards temp. and Permanent staffing.

34		7.2	Indemnity	Services are delivered in Client location and as per the instructions of the Client. There may be a possibility of damage, which can happen to our employee due to negligence or misbehaviour or misconduct by Company or its employees. Hence, we would like to make it mutual. We also prefer to capture Quess shall not be liable for any act or omission by Client to minimise the risk.	Unmodified
35		7.13	Penalty and Liquidated Damages	There is a penalty of 1 % of contract value per week for not adhering the time schedules and failing in performance of this contract, We do not prefer to inculcate any such penalty and Liquidated Damages.Require your support here to remove this clause	Please read this clause as mentioned below : " The successful bidder shall be liable to pay penalty up to 1% of contract value, per week or part thereof for delay and not adhering to the time schedules of the contract."
36	12		Disciplinary Action	Request for Modification Though the accountability lies with the vendor, however in cases where the victim of misfortune happens to be client or customer in referance, the police complaint can be filed only by the parties that is a victim. In such scenario can vendor can extend support for legal recourse but cannot gurantee the acceptance of the cloplaint by the authorities	Disciplinary action would be entertained as per the prevailing laws / guidelines.
37	24	7.3	Indemnity	Request for Modification Open indemifcation towards Damages and calims to be limited . More calrity Required	Unmodified