

UNIQUE IDENTIFICATION AUTHORITY OF INDIA
Ministry of Electronics and Information Technology,
New Delhi - 110001

SUB: Clarification under “Request for Proposal for providing “Manpower Services” in UIDAI

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File No. A-12013/09/RFP/2020-UIDAI/HR

Tender ID : 2020_DIT_564913_1

S.No	Clause No	Page number	Existing provision in the clause	Clarification sought	Clarification from UIDAI
1	2.11.1 Sl. No. 2. financial capability	16	Bidder should have an average annual turnover of Rs. 50 crore or more from Manpower Services provided to various organizations, during previous three (3) financial years (2016-17, 2017-18 and 2018-19).	We request UIDAI to kindly reduce the average annual turnover from Rs. 50 Cr to 30 Cr at least in last three financial year. This criteria is very specific for some bidder's.	No change. Existing clause of RFP is applicable.
2	2.11.1 Sl. No. 4.Bidder's Capacity	16	The bidder should have satisfactorily completed three works of value Rs. 8 crore each per annum or two works of Rs. 10 crore each per annum or one work of Rs. 15 crore per annum during last five years ending on 31.03.2020.	We request UIDAI to kindly please reduce the work order value as given below. "The bidder should have satisfactorily completed three works of value Rs. 2 crore each per annum or two works of Rs. 3 crore each per annum or one work of Rs. 6 crore per annum during last five years ending on 31.03.2020."	No change. Existing clause of RFP is applicable.
3	2.11.1 Sl. No. 5.Similar nature of work	17	The bidder should have experience of providing service of minimum 200 persons with a minimum duration of one year under one agreement to two different clients during past 5 years ending on 31.03.2020. The work experience should mainly be of supplying Multi Tasking Operators; i.e. Secretarial Assistant, Data Entry Operator, Computer Operator, Quality Check Operator etc.	We request UIDAI to please consider our below request for this clause "The bidder should have experience of providing service of minimum 200 persons with a minimum duration of one year under one empanelment during past 5 years ending on 31.03.2020. The work experience should mainly be of supplying Multi Tasking Operators; i.e. Secretarial Assistant, Data Entry Operator, Computer Operator, Quality Check Operator etc	No change. Existing clause of RFP is applicable.

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4	2.11.1 Sl. No. 6. Geographic al Presence	18	The bidder should have experience of providing service of minimum 30 persons with a minimum duration of one year at minimum 6 out of 9 locations mentioned below during past 5 years ending on 31.03.2020: Delhi, Mumbai, Lucknow, Ranchi, Guwahati, Bengaluru, Hyderabad and Chandigarh and Manesar	We request UIDAI to kindly consider 3 location experiences instead of 6 locations.	Kindly refer the Corrigendum I .
5	2.11.1 Sl. No. 6. Geographic al Presence	18		As a pan India company having operations in 9 states as of now. but wherein you have asked for states in which we have only four states, but we are very confident that we can give undertakings once the order is placed we can give provided service.	Kindly refer the Corrigendum I .
6	2.11.2 (d)	19	Evaluation of the bid will be online and offline both	Kindly confirm whether the order will be given to only one agency or more.	Kindly refer clause 2.11.2(d) of RFP. The bidder with lowest qualifying commercial bid (L1) will be awarded the work.
7	2.11.2 (e)	19	the commercial bid shall take into account all expenses	our quote will be GST extra, which you have to reimburse on submission of remittance proof.	Kindly refer to 5.2.1 FORM COM-2(BoQ) of RFP. GST is mentioned in separate column and payable extra.
8	2.17 (a)	20	Performance bank guarantee, within 14 days after the issuance of...	Request you to consider submission of performance guarantee within 30days from the date of issuance.	No change. Existing clause of RFP is applicable.
9	3.3.2.(c)	28	The contracting agency shall provide the medical...	the medical insurance to those workmen who has not covered under ESI schemes has taken insurance ,out of 496 employees only 5 people are covered under ESI schemes as of now. we request you to reimburse instead of including in our service charges.	Kindly refer the Corrigendum I .
10	3.3(iii) OT calculation	28	the drivers would be paid an over time allowance at the rate...	Please note the salary for driver per month is 21,100 and if we calculate OT it will be around Rs. 202/-per hour as of now. Please clarify.	Kindly refer the Corrigendum I .

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11	4.2.7.1	41	Termination- purchaser may terminate this engagement...	We request you to mention that the contractor can also exit from the contract by giving 30 days return notice vise-versa.	Contract can be terminated under clause 4.2.7.1 or clause 4.2.5- Force Majeure of RFP document.
12	3.3.2.(c)	28	the contracting agency shall provide the medical...	The insurance component should be on reimbursement basis and not to be included in the service charges as it will be create problem for the employees, service providers, principal employer as well as for the insurance company. But doing on reimbursement basis it will not lead to financial liability on your office Sir, whether it has build in the service charges or to give on reimbursement basis.	Kindly refer the Corrigendum I .
13	3.5 (o)	32	The contracting agency shall provide Photo Identity Cards to all the outsourced employees and two set of uniforms to all Support Staff and Drivers within 15 days of their deployment.	Uniform should also be mentioned in numbers per year, alongwith the shoes, if required alongwith the specification of the cloth and it should also be on reimbursement basis.	Kindly refer the Corrigendum I .
14	1.3 (c)	8	The Indian bidders which are Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME are exempted from payment of EMD.	Whether the EMD has been exempted for the MSME who are registered with NSIC or all MSME not registered with NSIC. Please see the website of NSIC for reference and obliged.	As per the GFR EMD waiver is applicable for Micro and SmallEnterprises (MSEs) as defined in MSE Procurement Policy issued byDepartment of Micro, Small andMedium Enterprises (MSME). Kindly refer to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.

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15	1.3 (a)	8	The Bidders shall submit an EMD (Earnest Money Deposit)/Bid Security of amount of Rs. 50,00,000 (INR Fifty Lakh only), in the form of Bank Guarantee as per Section 6.1 Appendix A in a sealed envelope before the last date and time of bid submission. EMD in any other form will not be accepted.	We being the existing service provider we request exemption from paying this EMD as UIDAI have our Security deposit. Same has been discussed in the pre-bid meeting and accepted by the UIDAI Authorities - Please confirm on the same as we are also facing difficulty with our bankers due to lockdown	Kindly refer clause 1.3(b) of RFP. Alternately, the bidder may submit Bid Securing Declaration place of Bid Security/EMD
16	Gratuity	-	-	We being existing service provider we have the gratuity liability as we already served 3 years. In case of any liability arises due to gratuity will UIDAI reimburse the same to UDS.	Existing tender is for one year extendable for two more years. Therefore, issue of gratuity does not arise.
17	Termination	-	-	We found no termination option for service provider as we request to consider bidder can avail the termination option by serving 2/3 month notice.	Contract can be terminated under clause 4.2.7.1 or clause 4.2.5- Force Majeure of RFP document.
18	4.2.9	42	-	In tender it is mentioned that the contract duration is 1+ 2 years based on the service satisfaction. We need an understating that can service provider have an option to quit after 1 year (the initial contract period)	Kindly refer clause 4.2.9 of RFP. Initial contract is for one year, which may be extended for two more years on yearly basis.
19	3.3(iii) OT calculation	28	The Drivers would be paid an overtime allowance at the rate of Rs.81/- per hour for every extra hour duty performed beyond 9 hours a day. The maximum overtime allowance can be paid for a maximum of 100 hours in a month.	Attached herewith the complete Minimum wages act. Please refer to the clause # 25 which clearly defines the calculation for Overtime. Whereas in the RFP, OT was fixed at Rs.81 per hour which might not be correct.	Kindly refer the Corrigendum I .

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20	3.5 (f) – replacement/removal of resource	31	Where the reserve panel is available, the contracting agency shall replace within five working days if any of its personnel are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving a written notice from Authority.	Is the notice pay extra chargeable? There is no such commitment mention in RFP	Kindly refer the Corrigendum I.
21	3.5 (h)- Notice Deduction from agency fees	32	Any person deployed at UIDAI under the contract, may not be allowed to be discontinued by the contracting agency without serving a notice thirty days prior to the intended exit of such person. The failure to serve the mandatory notice period of thirty days by the person shall result in deduction of corresponding amount equal to the remuneration and other charges pertaining to unserved notice period from the payment due to the contracting agency.	In case an employee is not serving the full notice period of 30 days, we can only hold and adjust the salary/amount payable to him/her, this cannot be deducted from the service provider fee as legally and operationally I cannot control the employee after the exit. We will hold the issuance of experience and relieving letters to such candidates OR maximum we can send them the recovery notice to pay the amount equivalent to the number of days for which the notice was not served.	No Change. Existing clause of RFP is applicable.
22	3.5 (k) – Responsibility for property damage.	32	The contracting agency shall be responsible for any damages done to the property of the Authority by the personnel so employed. The UIDAI will be free to recover it from the performance security given by the contracting agency or from any other monthly payments to contracting agency.	Should be capped up to equal to two month of service fees as we don't have any operational control over the employees' actions. There is no capping in language	No Change. Existing clause of RFP is applicable.

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23	3.5 (o)	32	The contracting agency shall provide Photo Identity Cards to all the outsourced employees and two set of uniforms to all Support Staff and Drivers within 15 days of their deployment.	Please give a timeline of 30 days instead of 15 days to issue ID cards and uniforms.	Kindly refer the Corrigendum I.
24	4.1.9 Limitation of Liability	38	Except in case of gross negligence or willful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser: i. For any indirect or consequential loss or damage; and; ii. For any direct loss or damage that exceeds the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.	4.1.9 (a) (ii) should be replaced with: ii. For any direct loss or damage that exceeds the Service Fee paid (excluding the amounts paid or payable to the deputed resources) in the immediately preceding two month (2) months of the date of the cause of action.	No Change. Existing clause of RFP is applicable.
25	4.1.9 Limitation of Liability	38	This limitation of liability shall not affect the Bidder's liability, if any, for damage to Third Parties caused by the Bidder/ Bidder's Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.	4.1.9 (b) should be deleted as there is no third party involved.	No Change. Existing clause of RFP is applicable.

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26	4.2.10 – New Clause	-	-	New Clause should be added for termination for convenience rights which will read as follows: Either Party can terminate this engagement for convenience by giving a written notice of sixty (60) days to the other Party.	Contract can be terminated under clause 4.2.7.1 or clause 4.2.5- Force Majeure of RFP document.
27	Gratuity Amount	-	-	In case of Death and Permanent Disabilities, the Gratuity amount as per the Gratuity act shall be reimbursed to the agency which is paid to the employee or nominees.	Kindly refer to clause 3.6 (h).