

**Minutes of Pre-Bid Meeting held on 01.12.2020 through Video Conference (VC) at 11:30 AM for the Retendered Request for Proposal (RFP) floated for “Hiring of Human Resource (HR) Agency for Ministry of Food Processing Industries (MoFPI)”**

A. List of participants is attached at Annexure-I

B. Queries received from the prospective bidders through email and in Pre-Bid meeting for the Retendered Request for Proposal (RFP) for “Hiring of Human Resource (HR) Agency for Ministry of Food Processing Industries (MoFPI)”, along with Ministry’s response is as under:

**Table-1**

<b>S.#</b>	<b>Reference</b>	<b>Particulars</b>	<b>Query</b>	<b>Ministry’s Response</b>
1	Section-II: Instruction to Bidder, Clause 1.4	The detailed scope of work, deliverables, timelines and immediate hiring requirement of professional(s), is mentioned in Section-III: Terms of Reference (ToR) of this RFP.	Please provide tentative future hiring requirements that are likely to arise with MoFPI.	The immediate requirement of the Ministry is already stated in Section-III of the RFP. For future hiring requirements, the method given at ** shall be used, to arrive at a fees, that should be payable to the contracted HR Agency, with same terms and conditions as per the current RFP.
2	Section-II: Instruction to Bidder, Clause 5.2	The bidder must have successfully completed at least three projects in HR recruitment role in any Central / State Government /Public Sector Undertakings /Subordinate offices/ Autonomous bodies in the previous five years. The details of such jobs may be furnished;	It is assumed that multiple recruitment projects awarded to the Agency by the same Client shall qualify as projects. Please confirm.	The offers will be evaluated based on the fulfillment of requirement mentioned by the Ministry in its RFP. Multiple recruitment projects for a same client may be considered. However, the evaluation will take into consideration the varied experience of the HR agency in terms of working with multiple agencies, as stated in the clause.

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				There will be no changes to this clause.
3	Section-II: Instruction to Bidder, Clause 6.4: Prices	<b>6.4.3:</b> No increase in the quoted price would be allowed during the contract period.	In the event additional work awarded under this contract has a different scope of work from that described under this RFP, the price quoted by the Agency will have to be revisited and agreed, afresh, on a case to case basis? Please confirm.	The Scope of Work and deliverables are already defined in the Section-III: Terms of Reference (ToR) and Table-1 of the RFP. There will be no changes to this clause.
4	Section-II: Instruction to Bidder, Clause 7: Penalty	<b>7.2:</b> If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligations, the MoFPI may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.	Cannot agree on this clause.	This is a standard clause to safeguard the contract performance. However, bidders are advised to read Section-III: Terms of Reference, Para 3.0: Scope of Work, sub-para ii: Key Deliverables, point (i), to link sub clause 7.2 [see S.No 8 below]  There will no change to this clause.
5	Section-II: Instruction to Bidder, Clause 7: Penalty	<b>7.3:</b> In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 0.5% per week delay or part thereof, of the cost of recruitment position(s), that the	Cannot be agreed as it is ambiguous	Clause 7.3 is Deleted.

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		agency is working on related to FME or other scheme of MoFPI, up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables are defined under Section-II of RFP.		
6	Section-III: Terms of Reference, Para 3.0: Scope of Work	...This should also be clearly noted that these posts are contractual posts with consolidated pay package (with or without any annual increment) with no other benefits and are not permanent in nature and are co-terminus with the project.	Will Central/ State Reservation policy apply to the vacancies?	The current RFP does not provide any provision for reservation.
7	Section-III: Terms of Reference, Para 3.0: Scope of Work, sub-para ii: Key Deliverables	g) Carrying out post interview background check of selected candidates.	We understand that background checking will be carried out using references provided by candidates. Please confirm.	HR Agency shall be responsible for carrying out thorough background check of selected candidate, including, but not limited to, the verification of the documents and other particulars submitted by the candidate.
8	Section-III: Terms of Reference, Para 3.0: Scope of Work, sub-para ii: Key Deliverables	i) The performance of the HR agency would be linked to the Bank Guarantee furnished by the agency before claiming the final payment after the completion of the probation period of the contracted individual. This condition will not apply in case the candidate leaves due to changes in job role/ down sizing or similar such events that makes it unrealistic for the candidate to continue serving.	(1) The clause is not clear. The Agency is already obliged to provide free replacement in respect of candidates who do not successfully complete the probation period of three months.  (2) The Agency should not be liable for any post probation attrition post and performance of	The referred section already states that the linking of performance with Bank Guarantee will not apply in case candidate leaves due to change in job role/ down sizing or <b>similar such events.</b>  There will be no changes in the provision.

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			<p>the HR Agency and the Bank Guarantee furnished by them should not be linked to the same.</p> <p>(3) We accordingly request deletion of this clause.</p>	
9	Section-III: Terms of Reference, Para 3.0: Scope of Work, Table-1, S.No 2.	Time for Agency: T+40 days.	This should be extended by an additional 10 days.	There will be no change to this provision.
10	Section-III: Terms of Reference, Para 3.0: Scope of Work, sub-para ii: Key Deliverables	k) The cost of logistics for candidates being interviewed shall be borne by the agency.	<p>(1) We understand the above to mean that the Agency is required to absorb the cost of a Board/ Meeting Room for one day for each position for the conduct of final interviews by a panel of three to four persons plus the candidate. Please confirm.</p> <p>(2) We expect that travel costs of candidates and/or panellists attending Final Interviews, shall be separately reimbursed by MoFPI, if</p>	<p>The condition clearly states that the cost shall be borne by the agency.</p> <p>However, in the wake of current COVID-19 crisis, the contracted HR Agency, may carry out the interviews through Video Conferencing (VC) to the extent possible. For the final interview round with the shortlisted candidates, if Ministry asks for the candidate(s) to travel for the purpose of in person interview at the Ministry, the cost of such travel and logistics, shall</p>

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			<p>necessary. Please confirm.</p> <p>(3) Similarly, we assume that Honorarium payable to panellists, if any, shall be separately reimbursed by MoFPI. Please confirm.</p> <p>(4) The cost of logistics for any candidate travel or advertisement on MoFPI's behalf, will not be borne by the HR Agency</p>	<p>be borne by the Ministry.</p> <p>Regarding the advertisement, please refer to Para 3.0: Scope of Work, sub-para i, point d), wherein the agency will have to prepare a draft advertisement for the call for application, for approval of MoFPI, that the Ministry may publish through Directorate of Advertising and Visual Publicity. However, the HR agency will be required to float the advertisement on various and widely known online job portals so as to ensure maximum reach out. For advertisements through DAVP only, the cost will be borne by the Ministry.</p>									
11	Section-III: Terms of Reference, Para 3.0: Scope of Work, Table-2	<p style="text-align: center;">Tentative list of Vacancies</p> <table border="1"> <thead> <tr> <th>S.No</th> <th>Name of the Post</th> <th>Remuneration Amount in Rs per month</th> </tr> </thead> <tbody> <tr> <td>8.</td> <td>Joint Secretary/ Director (Retired from GOI)</td> <td>(Pay-Pension)x1.25</td> </tr> <tr> <td>9.</td> <td>Pay &amp; Accounts Officer (Retired from GOI)</td> <td>(Pay-Pension)x1.25</td> </tr> </tbody> </table>	S.No	Name of the Post	Remuneration Amount in Rs per month	8.	Joint Secretary/ Director (Retired from GOI)	(Pay-Pension)x1.25	9.	Pay & Accounts Officer (Retired from GOI)	(Pay-Pension)x1.25	Please indicate (Pay-Pension) for both the above positions	For candidates retired from Government of India (GOI), Pay refers to the last drawn pay of the candidate for the position hold, before his/her retirement from GOI. The pension that the retired candidate is now receiving, shall be deducted from the last drawn pay. The resulting
S.No	Name of the Post	Remuneration Amount in Rs per month											
8.	Joint Secretary/ Director (Retired from GOI)	(Pay-Pension)x1.25											
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				<p>amount shall be multiplied by a factor of 1.25 to arrive at a monthly remuneration.</p> <p>The last drawn Pay and Pension amount being received shall be declared by the candidate, shortlisted by the Agency.</p>
12	Section-IV: Evaluation Criteria (Technical), Table-3, S.No 4	Completed assignments in HR recruitment role involving recruitment of professionals for Central Government/ State Government/ Public Sector Undertakings in last five financial years	Please clarify whether recruitment of professionals as above for UN Agencies who are deputed to work at relevant State Government Departments, shall be eligible for the marks specified.	<p>The condition clearly indicates to the recruitment, carried out for Central/ State Government/ Public Sector Undertaking.</p> <p>There will be no change to this provision.</p>
13	Section-VII: Forms	Organizations/ Ministry/ Department for which the applicant has worked with CA certified copies of each work order attached.	Will the certification provided by the CA on its letterhead listing the work orders, be/ considered	<p>The condition mentions that each work order copy needs to be CA certified.</p> <p>There will be no change to this provision.</p>
<b>General Query(s)</b>				
14	The HR Agency will only be placing the candidates and not managing their payroll			The identified candidate will sign the contract with MoFPI. The monthly remunerations shall be paid by MoFPI directly to the contracted candidate.

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15		MSME agencies will not be required to deposit the EMD.		Please refer to sub clause 6.1.1 wherein MSMEs are exempted from submitting the EMD. However, the MSME agencies are required to submit supporting documents, regarding the same, along with their RFP response.
16		Is PF number etc. of the team deployed on this project is to be submitted?		The PF number may be submitted. However, Ministry wants to ensure that the members of the deployed team, should be the employee of the HR agency submitting their bid. Supporting documents in this regard may be submitted.

\*\* The estimated annual remuneration payable for the nine positions, listed in Table-2 of Section-III of the RFP is Rs. 1.69 crores. The HR agency in current RFP is required to quote the amount in figures as their fee for carrying out the responsibilities as stated in the Terms of Reference. The quoted price of the winning bidder (say A) shall be converted to the percentage [%] using the following formula

$$A\% = \frac{X}{Y} \times 100$$

Where,

A% = Percentage calculated of the winning bidder;

X = Price quoted by the bidder in INR;

Y = Estimated annual remuneration for the current RFP

The A% so derived shall be multiplied with the annual remuneration of the future vacancies, to derive at the fee payable to the agency.

**Example:** Suppose the winning firm A, had quoted Rs. 16.90 lakh. Hence, the A% becomes:

$$A\% = \frac{1690000}{16900000} \times 100 = 10\%$$

Now the future requirement for MoFPI is to hire 5 new positions of varied expertise for a period of one year. The annual remuneration of such 5 positions be **Z**. Then the fee payable to the contracted HR Agency, for assisting MoFPI in hiring of the 5 new positions, would be **10% × Z**.

All are requested to kindly note the following:

**Table-2**

<b>S.No</b>	<b>Refer to</b>	<b>Existing Provision</b>	<b>To be read as</b>
1	Clause 6.2: Performance Security, sub-clause 6.2.1	Selected bidder will have to submit a Performance Security equivalent to 10% of the total contract value in the form of the bank draft/demand draft or Bank Guarantee (BG) from a scheduled commercial bank in favor of "Pay & Accounts Officer, MoFPI, New Delhi", within 10 days of issue of letter of acceptance of proposal. In case performance security is submitted through BG, the same shall remain valid for 60 days beyond the final date of the original contract. In case the contract being extended, the successful bidder will have to get the BG extended on same terms and conditions for the period of 60 days beyond the final date of the extended contract period, if any. Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.	Selected bidder will have to submit a Performance Security equivalent to <b>3%</b> of the total contract value in the form of the bank draft/demand draft or Bank Guarantee (BG) from a scheduled commercial bank in favor of "Pay & Accounts Officer, MoFPI, New Delhi", within 10 days of issue of letter of acceptance of proposal. In case performance security is submitted through BG, the same shall remain valid for the entire duration of the contract. In case the contract being extended, the successful bidder will have to get the BG extended on same terms and conditions for the extended duration of the contract, if any. Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.



**LIST OF PARTICIPANTS**

**From MoFPI:**

1. Shri Gajendra Bhujabal, Senior Consultant, MoFPI
2. Shri Ramkeesh Meena, SIO, MoFPI
3. Shri Vikram Rajvanshi, Procurement Consultant, MoFPI

**From HR Agencies:**

1. Mr. Vipul Pandey, SAMS
2. Mr. Abhai Raj Singh, SAMS
3. Mr. Amit Sharma, Randstad
4. Mr. Mukesh Kumar Singh, Mktripti Intelligence Security and House Keeping Pvt Ltd.
5. Mr. Sandeep V Nijagal, Nuvento
6. Representative from Rama Infotech Pvt Ltd