

Corrigendum

A Pre bid meeting was held on 24/9/2020 at 11:00 A.M. in the conference hall at 3rd floor of HITES office at Noida for the tender of **for Providing FM services at Seven New Govt. Medical Colleges under Govt. of Madhya Pradesh** for the tender no. HITES/FMD/MP/2020-21/01 dated: 07.09.2020. After discussion with the representatives of eligible empanelled agencies, following amendment has been made in the NIT document for Providing FM services at Seven New Govt. Medical Colleges under Govt. of Madhya.

1. Considering the request to extend the bid submission date, Last date for submission of Bid document is extended from 07.10.2020 to 21.10.2020. New schedule will be as below:

S. No.	Particular	Revised Details
1	Last Date for submission of Bid Document	Up to 21.10.2020, Time: 15:00 Hrs, at HITES , Noida
2	Date, Time & Venue of opening of Technical Bid	On 21.10.2020, Time : 15:30 Hrs. at HITES, Noida
3	Date, Time and Venue of Opening of price Bid	On 21.10.2020, Time : 16:30 Hrs. at HITES, Noida

2. Reply of general queries raised by all four agencies attended the pre bid meeting on 24.09.2020 is appended below table

i. M/s TFS Corporate solution

Sr.no	Queries submitted by TFS	HITES Reply
1	Can you please extend the Date for Submission of Tender? As Covid -19 is going on and we want to visit the sites for assessment and there are 7 different locations.	Date is extended up to 21.10.2020
2	Date of Commencement of Work can we extend to 45-50 days from the date of LOA?	As per tender document only
3	Kindly mention the Clause for EMD that if any company is registered with NSIC then EMD is exempt. As it's already confirmed in Pre- Bid but if its possible plz mention it in Tender form.	Only eligible agency shall submit the NSIC registration certificate for Facility Management services with request letter for getting exemption of EMD.

ii. M/s Sodexo India service Pvt. Ltd

Sr. no.	Clause	Page	Existing clause	Recommended clause/Queries	HITES Reply
1			Payment terms	Kindly suggest contractual payment terms to the vendor under this RFP as this part is not clear.	Refer Point No 27 At Page No 29 of the Tender Document.
2	1.2	6	Last date for submission of bid – 7.10.20	This is a multiplication exercise with very wide scope of work. We need the date to be extended by 2 weeks. Please revise the last date of bid submission to 21.10.20	Last date for submission of tender document is extended to 21.10.2020
3	Table 1	5	Duration of contract – 2 years	This is a larger project with considerable investment. The tenure should be minimum 3 year extendible for another 2 years (3+2)	This tender is for two years only
4			Rate revision clause – There is no rate revision for material cost	We suggest flat 5% escalation for all material cost every year Manpower cost – All min wage & DA revision will be billed to HITES as & when applicable as per Govt. Notification	5% escalation not applicable Revision of minimum wages will be paid as per the Govt. orders and subject to approval from Client
5	19B VI	54	The contractor shall indemnify and keep indemnified Government / HITES against payments to be made under and for the observance of the laws aforesaid and the CPWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.	We suggest Mutual Indemnification Vendor shall indemnify and hold harmless the client (excluding indirect, consequential damages, punitive damages and property damage) from and against all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards or judgments incurred by or brought or made against the Client to the extent that they were caused by or contributed to by any negligent act or omission of the Sodexo or the Sodexo's employees, agents or contractors.	As per tender document only

				<p>The Client shall indemnify and hold harmless, vendor from and against all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards or judgments incurred by or brought or made against Sodexo (excluding indirect, consequential damages and punitive damages) to the extent that they were caused by or contributed to by:</p> <ul style="list-style-type: none"> - any failure by the Client to perform its obligations under this Agreement. - any negligent act or omission of the Client or the Client's employees, agents or contractors; or any willful misconduct, of the Client or the Client's employees, agents or contractors. 	
6	33	16	<p>Clause of Liability/damages : In event of any damage or loss whatsoever caused to the institute's property due to negligence OR connivance of its employees, HITES shall be empowered to have the damage or loss repaired and or recover the amount so spent as well as empowered to have the damage or loss repaired and or recover the amount so spent as well as that due from the imposition of penalties etc. under other various clauses of the tender from any money due to the contractor under this agreement or on account of any other work, executed for the institute by the contractor or from his security deposit or from monthly bill.</p>	<p>Capping the liability - The liability of the either party against any risk shall not exceed total amount invoiced by Sodexo during the preceding financial year i.e. April to March or Rs 10 million whichever is less.</p>	As per tender document only

7	3A	47	In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department.	The exit clause is not clear. Vendor can exit the contract for any reason giving notice of 60 days	As per tender document only
8	1.2	6	Started of services in 21 days from signing the contract	Given the COVID situation we need 6 week to commence services from agreement sign off date	As per tender document only
9	Point 11	23	Security services sublet	Sodexo performs security in India at various locations through its qualified empanelled partners under supervision Head of Security services in Sodexo We will as per clause take written permission from HITES on subletting the security scope in case we win the bid	Subletting is not allowed, PASARA should be in the name of the qualified agency only.

iii. M/s Updater Services Pvt. Ltd.

Sr. No	Queries		HITES Reply
1	Billing	Please confirm how the billing will be processed as there is 7 different hospitals at 7 different locations, whether it will be processed at single location (HITES) or at respective hospitals	Bills will be submitted to the respective site office with all supportive documents.
2	Deployment	Please confirm whether the existing employees shall be observed in UDS role once the contract gets awarded	As per the shortlisted company policy. The supervisory coordination support would be provided through the HITES site team.
3	Cost towards fixture for repairs	Please confirm whether all the fixture for repairs borne by HITES / Hospital Authority	Basic tools and fixtures shall be borne by the service provider from its service margin
4	Biometric Attendance	Kindly confirm whether contractor needs to install biometric attendance	Yes (Minimum 03)
5	Evaluation Criteria	Please confirm all 3 tenders will be awarded to same service provider in case that particular service provider being L1 for all 3 tenders	Refer Tender document point no. 1.4 at page 6

6	Equipment Brand	Please confirm equipment brand like IPC, Comac, Karcher are also reputed brands. Request HITES/ Hospital authority to consider these brands as well	As per Tender document only.
7	Sub-Contracting	Whether subcontracting of any services (Security, Laundry, Pest Control etc.) allowed?	Not applicable
8	Chemical Brand	Chemicals – We can consider 3M / Schevaran etc. Chemicals which are equivalent to Taski and they have MSDS sheets available. Please confirm	As per Tender document only.
9	Laundry Services Contract Period	What will be the period of contract for Laundry Services?	In line with the LOA of entire contract awarded to the eligible agency.
10	Waste Disposal	Waste Disposal – Whether waste disposal outside the facility is in the scope of vendor or not? Please clarify	Waste shall be collected and dispose inside the premises at a designated area approved by the respective medical college.
11	Garbage Trolley	Garbage Trolleys for waste transportation is at contractor scope? Please clarify	Basic cost for garbage collection trolleys shall be borne by service provider from its service margin.
12	Vaccination Cost	HBV Vaccination Cost for staff to be borne by HITES or UDS	Such cost shall be borne by the service provider
13	Extra Manpower Cost	Who will bear the cost of extra manpower for VIP visits etc.?	Such miscellaneous arrangement shall be borne by the service provider from its service margins.
14	Frequency of replacement of GBL	Garbage liners to be changed daily or as and when required, if found dirty.	As per standard practice and load on the respective area.
15	Parking System	Whether parking system is under scope security or parking vendor	Security staff shall coordinate with the parking vendor for smooth parking management near to his post. Ensuring safety at site is the responsibility of the service provider.
16	Security Devices and equipment	Security equipment's at site like walkie talkie etc. are provided by HITES or its comes under contractor scope	Such miscellaneous arrangement shall be borne by the service provider from its service margins.
17	Timeline for obtaining Police Certificate	Police verification may take 1 month, please increase the timeline to 1 month from 15 days	Eligible service provider may give written request with valid reason of delay in this case. Acknowledgement of police verification shall be submitted within 15 days at respective site.
18	Annual Price Escalation	Whether Services Margin will be fixed for contract period or may increase year on year? Please	Fixed and as per tender terms and condition only.

		clarify	
19	Revision in Statutory Laws	Any revision in statutory laws will be reimbursed by HITES like change in bonus act, PF ACT, ESI ACT etc.	If there will be any revision, HITES will submit request to the respective client with applicable notification for their approval and once client will approve same shall be reimbursed to the service provider.
20	2 Wheeler for Patrolling	For Patrolling - Do we have to cater the cost of two-wheeler as well? Please clarify	If applicable, Any such cost shall be borne by the service provider from its service margin.
21	Manpower Assessment	Whether the proposed resources mentioned in the tender to quote or vendor can propose manpower numbers on their own	As per Tender document only.
22	Cost towards BMW bins	Who will bear the cost of BMW – Bio Medical Waste Bins	By the respective Medical College authority.
23	Manpower Nos. Incl. Relievers or Excl. Relievers	Whether the manpower numbers included in tender are inclusive of reliever or exclusive of relievers?	Inclusive of Relievers
24	Horticulture Materials	Horticulture Tools, manure, Lawn mower, Water Pipe etc. not asked in the Price Bid. We presume that it will be provided by the Hospital. Please confirm.	Provided by the medical college but basic tools shall be provided by the service provider.
25	Tools for Technical Team	Please clarify who will provide tools for technical Team (Basic + High end tools), cost is not factored in our cost sheet	Cost towards basis tools shall be borne by the service provider from its service margins only.
26	Log Book and Daily Checklist and Registers	kindly clarify who will provide log books & other daily check sheet	Such cost shall be borne by the service provider from its service margins only.
27	Asset Inventory and Lifespan	Please confirm who will provide spares/ Consumables & how will AMC be routed as list of asset is not given in documents with rating, only general details mentioned	Service provider staff shall only manage the AMC part and any cost towards AMCs shall be borne by the respective medical college.
28	Audit planning for equipment	Audit planning for equipment is under vendor scope, do we need to factor cost for the same - please clarify	Such cost shall be borne by the service provider from its service margins only.
29	Software for Complaint & Energy Management	Complaint management & energy management software is under vendor scope, cost is not factored in costing - Please clarify	Such cost shall be borne by the service provider from its service margins only.
30	CTC Structure & Gratuity	Gratuity amount to be factored in the CTC breakup, request HITES / Hospital authority to publish the revised the breakup sheet with	As per Tender document only. Any future statutory changes would be recommended for reimbursement if approved by the respective Medical

		Gratuity component in it	College.
31	Payment Terms	Please confirm the payment terms and process time after monthly invoice submission	Refer Point No 27 At Page No 29 of the Tender Document.
32	Waste Segregation	Waste segregation has to be done at source. Nursing & HK staff to be trained. Radiation and Cytotoxic Waste Disposal cannot be mixed with other waste and has to be done by Hospital as per AERB. (Atomic Energy Regulatory Board)	As per standard guidelines.
33	Jobs- not under HK scope	It is the responsibility of the Service Provider to keep round the clock a housekeeping staff who is expert in the clearance of chocking of sinks, wash basins, floor traps, , EWC, IWC, P Traps, Rain water pipes, sewer chamber & sewer lines, the chocking shall be cleaned immediately after reporting the complaint - This is not under Housekeeping scope and to be done by sewer man.	Under housekeeping category only
34	Jobs- not under HK scope	Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, rain water drainage ,cleaning open drains, Pump Rooms, AC Plants, Electrical Substation, Auditorium, Nursing College, Hostels, Main Gates, etc. as directed by the HITES Officer In-charge - Substation cleaning is not under Housekeeping scope	All such areas are under housekeeping scope only
35	Jobs- not under HK scope	Cleaning the patients who have soiled themselves with stool, urine, vomitus with assistance of Patient attendant / nursing orderly / staff nurse / nursing sister - This is not under Housekeeping scope & to be done by GDA	All such areas are under GDA scope only

36	Jobs- not under HK scope	Housekeeping scope will not include the following: (To be through External Specialized Agency) Façade cleaning, Cleaning of heightened spaces above 1.8 meters. Outdoor AC unit fixture above window shade	Not applicable
37	Storage Space	The Contractor shall make their own arrangement for the storage of materials, consumables & Equipment need for housekeeping jobs on their own risk and cost - HITES to provide store space with lock & key at important locations across the campus	Such space will be provided by the respective medical college
38	Out of Scope	Street/Yard lighting to be out of scope as it needs specialised equipment like scissor lift, cherry picker etc. and in all hospital is under Municipality	Not applicable
39	Garbage Bag Consumption	Garbage Bag: 100Kg / 200Kg mentioned but size, colour not mentioned, no clarification on Garbage Bins? What happens if the Actual consumption is higher than the mentioned quantity?	Payment will be done on the actual consumption, if quantity exceeds same shall be approved by the client and billed to the client.
40	Contract withdrawal option for Service provider	Contract withdrawal option for Service provider to be included with some notice period	Refer Tender document
41	General	Must the service provider be involvement in the hospital waste management plan and work towards successful implementation according to the SOP?	As per standard guidelines/sop/instruction from the respective medical college.
42	Garbage Disposal	We understand that the garbage disposal vehicle must be organized by us? Kindly suggest the frequency of this requirement in a week? Also - please share the current indicative waste disposal per (in KG's) per month?	As per the occupancy/bed capacity guidelines defined by the MP pollution control board/local municipal guidelines.
43	AMC Reimbursement	We understand that the service provider will have to coordinate with the AMC provider to ensure timely service. Please help us understand if we will be responsible for renewal of AMC's	Service provider staff shall only manage/coordinate the AMC part and any cost towards AMCs shall be borne by the respective medical college.

		as well? and if so, please help us understand if the said amount will be reimbursable or not?	
44	Reimbursement of Liaoning Charges	Please help us understand if the renewal of licenses (such as life license etc.) will come under the scope of the service provider? And if so, please confirm if the Liaoning charges will be reimbursable?	if applicable, Such cost shall be borne by the service provider from its service margins only.
45	Video conferencing	The tender document had mentioned the need for video conferencing ability? Kindly confirm this would be for the usage or whom? Please confirm if there is any expectation of usage of any particular software?	Only for the purpose of central monitoring.
46	Double wages during National Festival Holidays	Kindly clarify if double wages will be provided for workmen working on National Festival Holidays as per the Act?	Holiday wages component is already incorporated in CTC sheet.

iv. M/s Quess Corp Ltd.

Sr. No	Document (RFP / Annexure No.)	Page No.	Item / Clause No.	Description as per Tender document	Pre Bid clarification/ deviation requested (opened ended questions to be asked)	HITES Reply
1	RFP Doc			HK Machineries	No Mention of Machinery to be provided new or old? Needs to be clarified.	New Machines should be supplied
2	RFP Doc			Casual Leave/ Sick Leave	No Mention of CL/SL in the breakup, needs to be incorporated	As per Tender document only
3				Gratuity Policy not defined	Gratuity Policy not mentioned in the RFP Document	Not Applicable currently. Any future statutory changes would be recommended for reimbursement if approved by the respective Medical College.
4	RFP Doc			Background Verification	Need Clarity on Background Verification of deployed manpower	As per Tender document only
5	RFP Doc	59	39	Termination clause	"Termination of Contract on death of contractor". No other termination clause given. Mutual termination clause	As per Tender document only

					suggested.	
6	RFP Doc			Group Medical Insurance (Med claim)	No Mention, need clarity	As per Tender document only
7	RFP Doc	29	19	Group Medical Insurance (Personal Accident)	No clarity on Coverage Value	As per Tender document only
8	RFP Doc	29	19	Life/ Term Insurance	No clarity on Coverage Value	As per Tender document only
9	RFP Doc			Relievers on Head Count	No mention of relievers on the headcount given	Qty. of manpower is including relievers
10	RFP Doc			Salary Breakup	HRA cannot same amount as Basic under High skilled category	As per Tender document only
11	RFP Doc			Salary Breakup	Either PF needs to Cap on 15000 or needs pay on allowances for High Skilled category.	Not applicable
12	RFP Doc			Salary Breakup	Leave calculation is not as per the act (as per MP S & E 30 EL & 14 CL)	Not applicable
13	RFP Doc			Salary Breakup	Gratuity amount needs to be mentioned	Not applicable
14	RFP Doc			Salary Breakup	High skilled category is out of ESIC (Insurance amount needs to charge)	ESIC is applicable
15	RFP Doc			Salary Breakup	ESIC needs to pay on LWW & Bonus if it is paid on monthly basis.	As per standard guidelines
16	RFP Doc	22	4	The applicant shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under law.	Need Clarity on this shall we bill to client? & If in case if client asked us to do OT?	As per Tender document only
17	RFP Doc	22	4	The applicant shall be responsible for provision of shelter, toilet facilities, canteen facilities, dress changing facilities etc., as required by laws	In client premises should be provided by client.	As per labour law and standard guidelines
18	RFP Doc	22	6C	The Service Provider shall provide sufficient vehicles (two	Need to know number of two wheeler required. Not mentioned in RFP	if applicable, Such cost shall be borne by the service provider from its service margins only

				wheelers for patrolling and supervising)		
19	RFP Doc	23	10	Payment of OT	Need clarity on - payment of OT & Billing of it	As per labour law and standard guidelines
20	RFP Doc	24	Training	Ex-servicemen-one month pre induction training, non-ex-servicemen two months	Need more clarity- we provide 21 days training for fresher guard as per PSARA & 5 days refreshing training for experience guard. With 2 days OJT.	As per applicable law/compliances
21	RFP Doc	30	2.5 PENALTY CLAUSE	1. If the Service Provider fails to provide the intended manpower by HITES on any day /time, penalty of double the wages will be imposed	Penalty should be on services charges not on wages.	As per Tender document only
22	RFP Doc	30	2.5 PENALTY CLAUSE	3. The damages if any arises due to negligence of workmen provided by the service provider, the cost of damages as decided by HITES will be deducted from the monthly claim bill.	Penalty should be on services charges not on wages. Should have limits.	As per Tender document only
23	RFP Doc	80	Annexure-4	GMC- Khandwa included mentioned technical tool Kit	Need more clarity- what kind a tool kit is required.	Basic tools required for first end maintenance
24	RFP Doc	81	SECTION - IV PART II – FINANCIAL BID	Wages & Take home salary	Can we add additional allowances to increase take home salary of security guards, Supervisor & Arm guard in given format?	As per tender document only however agency can pay extra from their service margin.
25	RFP Doc	24	Qualification and experience	Qualification and experience	Is it mandatory to have all supervisors should be Ex-serviceman or civilians can be deployed? Guards will be civilians only	As per tender document only.
26	RFP Doc			Indemnity & Liabilities	Not mentioned in RFP. Need clarity	As per tender document only.

27	RFP Doc	16	33	<p><u>Liability/damages</u> : In event of any damage or loss whatsoever caused to the institute's property due to negligence OR connivance of its employees, HITES shall be empowered to have the damage or loss repaired and or recover the amount so spent as well as empowered to have the damage or loss repaired and or recover the amount so spent as well as that due from the imposition of penalties etc. under other various clauses of the tender from any money due to the contractor under this agreement or on account of any other work, executed for the institute by the contractor or from his security deposit or from monthly bill.</p>	<p>1. What in case such loss is due to Clients default. 2. ideally it is suggested that such loss or damages is due to wilful negligence of the contractor and which is solely attributable to the contractor/service provider 3.before deducting the cost Client has to give prior written notice to Vendor/Quess and same needs prior consent from the vendor</p>	As per tender document only.
28	RFP Doc	52	Clasue19	<p>LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR: The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until</p>	<p>However client needs to support/ provide with NOC/Certificate for service provider to apply for licenses for providing the services..</p>	<p>if applicable, Such cost shall be borne by the service provider from its service margins only</p>

				the completion of the work.		
29	RFP Doc	55	Clause 20	The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.	<p>it is suggested that in case of any change in rates due to revision in minimum wages Client has to agree on the same.</p> <p>Below clause needs to be considered</p> <p>It is hereby agreed by the Parties that rate /fees escalation shall be applied to the prevailing rates as and when there are revision in the minimum wages, change in taxes duties and levies any additional cost incurred by service provider beyond its control due to change in circumstances or any mandatory changes dictated by Government/Local authority. Overtime/NH-FH pay, retrenchment compensation, bonus if any shall be paid by Client as of effective date from which compliance is required to be made.</p>	As per Tender document only
30	RFP Doc	56	Clause 25	SETTLEMENT OF DISPUTES & ARBITRATION	CEO cannot appoint the Arbitrator as he is an interested party. Ideally it is suggested appointing of sole arbitrator needs to be agreed by both the parties	As per tender document only.

31	RFP Doc	59	Clause 39	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the authority indicated in schedule “F” on behalf of the HITES shall have the option of terminating the contract without compensation to the contractor.	Need clarity. The bid doc is silent on termination for convenience or for breach of terms and condition	As per tender document only.
32	RFP Doc			Capping of liability	Bid doc is silent on capping of liability	As per tender document only.
33	RFP Doc			Confidentiality	Doc is silent on confidentiality clause	These points will be included in the agreement as per standard contract guidelines
34	RFP Doc			Jurisdiction and Governing laws	Doc is silent on jurisdiction and governing laws	
35	RFP Doc			Force majeure	Doc is silent on Force Majeure	
36	RFP Doc			Payment mode and interest on delay in payment	Doc is silent on Payment mode(credit period)i.e. within how may days Client will make the payment for the invoice raised by the Service provider	Refer Point No 27 At Page No 29 of the Tender Document.

S/d

Deputy Vice President (FM)