

Minutes of the Pre-Bid meeting for the tender "Engaging an agency to provide SAP Certified Manpower on need basis" held at 11:00am on 02.12.2014 at SPMCIL , Coporate Office, New Delhi.

Sl. No.	Bidding Document Reference(s) (section number/page)	Content of RFP Requiring Clarification	Points of clarification required	SPMCIL's Response
1	Clause 19.4	states that Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.	Can Bidder also provide and suggest additional clauses which would be in addition to the clauses stated in the RFP document, which can be discussed between Tenderer and SPMCIL upon award of the contract? Some important clauses which form part of contracts (eg. Limitation of liability) are not stated within the GCC.	No Change
2	46.2	Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to SPMCIL by registered / speed post.	Would successful tenderer and SPMCIL be given a chance to negotiate the terms of such contract?	No Change
3	Sec 18.4	Are we allowed submission of EMD through Bank Guarantee?	Are we allowed submission of EMD through Bank Guarantee?	No, only DD in favour of SPMCIL

Rink
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4	Section XIII:	Bank Guarantee form for EMD	<p>We suggest that the following is added at the end of the BG text without which the Bank's will not issue the BG.</p> <p>"Notwithstanding anything contained herein above,</p> <p>1. Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees</p> <hr/> <p>only);</p> <p>2. This Bank Guarantee shall be valid up to _____; and</p> <p>3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing at this office by hand, by post or by courier, by close of banking hours, on or before _____, thereafter the bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us."</p>	<p>EMD in the form of Bank Guarantee is applicable only in case of Global tenders and this is a national open tender.</p> <p>No change</p>
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5	Section XV	Bank Guarantee Form for Performance Security	<p>We suggest that the following is added at the end of the BG text without which the Bank's will not issue the BG.</p> <p>"Notwithstanding anything contained herein above,</p> <p>1. Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees</p> <hr/> <p>only);</p> <p>2. This Bank Guarantee shall be valid up to _____; and</p> <p>3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing at this office by hand, by post or by courier, by close of banking hours, on or before _____, thereafter the bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us."</p>	Not accepted. No Change in the format of Bank Guarantee form
6	Clause 50.2	Fall clause	Rates of resources would be fixed based on skill levels, duration of contract and other contractual terms and conditions and cannot be compared between different contracts, unlike goods. Hence request that this clause be waived off.	The Fall Clause is applicable for the similar services
7	GCC Clause 12	Insurance	Since there are no goods involved in the transaction, we assume this clause is not relevant for this contract. Please confirm.	Insurance of consultants will be bidders responsibility
8	GCC clause 16	Warranty	Since services provided by Atos are with respect to Training and Support services, we understand that warranty will not apply for such services. Please confirm.	Not applicable
9	SCC Clause 10	Payments (Page 54):	Can we request for weekly timesheet signoff for services provided in that week and invoices be raised on a weekly basis?	No Change

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10	GCC Clause 29	Termination for convenience	We request for 90 days notice for termination for convenience, so that we can deploy the resources alternatively, without additional loss to Atos.	No Change
11		Notice Period for Trainer	Notice Period: Either party has to provide a notice period of not less than 30 days in case of stopping the services of a particular trainer	30 Days notice will be given in case consultant is engaged for more than 3 months
12	Section VI	SPMCIL is looking forward for engaging an agency, which can provide qualified, SAP certified (in one or more SAP modules), experienced (Min 2-3 years in SAP Implementation or Training or Support projects), talented SAP professionals, conversant in Hindi and English, to support SAP operations across SPMCIL on need basis for a period of two years from the date of LOI/LOA and may be extended up to four years as per norms subjected to approval.	Eligibility Criteria: 1) Certification in any module is acceptable in case of selection of Trainer 2) Date of certification is not a qualifying criteria	NO Change
13	Section VI	Consultant(s) will have to travel to units extensively for training & handholding, during that period consultant will be reimbursed actual expenses as per SPMCIL travel rules as applicable to SPMCIL E2 level officer/executive.	Travel Arrangements : Please clarify the hotel stay, cab/taxi up and down expenses and meals expenses limits for E2 Level. Atos is not keen to spend money on Hotel/Guest House Stay and other related expenses. Please make it payable by SPMCIL only.	SPMCIL will make all the logistic arrangement as per the SPMCIL travel rules as applicable to SPMCIL E2 level executive.
14		Number of Working Days	Please clarify the total number of working days in a week	In case of units it will be Six days and in case of corporate office Five days in a week
15		Minimum Stay at one location	Please clarify the minimum stay at a given location. Also what is going to be a difference in putting up Trainer at 2 different locations	It will be informed only when the request for consultant will be made to the selected bidder, as and when the requirement will arise at our end.

Rohit
29/12

16		The bidder should have at least five years' experience and SAP Certified resource strength of minimum forty persons on its roll on the date of submission of bid.	JKT have more than 120 employees working for SAP business. It also include employee who have experience of over 5 years but not certified. Actual SAP Certified Consultant in any case will be more than 40. Also some consultant are hired on the basis of project requirement. So how to submit EPFO receipt for the same.	No Change
17		The Bidder should have offices in all the four zones of India. Preferably should have offices in Delhi/NCR, Mumbai, Hyderabad and Kolkata.	we have office in Delhi/NCR, Mumbai, Kolkata, Bangalore & Chennai. But we don't have office in Hyderabad. Please note in Kolkata, the office is in name of wholly owned subsidiary of JKT. How do we address the Hyderabad office requirement.	Consultant will have to travel from either Mumbai or Delhi
18		The bidder should be CMM-Level 5/ISO 9001-2008 compliance	JKT is CMM – Level -3 and ISO 9001-2008 Compliance organization. Do we need to have both the criteria or one suffice.	Either of the one will suffice.

Note

1	All the stakeholders involved in the Project "PAARDAKSH (SAP-ERP) of SPMCIL are not eligible for participation in this tender due to Conflict of Interest.
2	All other terms and conditions are remained unchanged
3	Above clarifications will become part of the tender document


 29/12/2014
General Manager(IT)
SPMCIL, New Delhi