



महाराष्ट्र शासन

समाज कल्याण आयुक्तालय, ३ चर्च पथ, महाराष्ट्र राज्य, पुणे-४११ ००१  
दूरध्वनी क्र.२०-२६१२२७५२ फॅक्स क्र.०२०-२६१२६६९८ ईमेल - sakalyanpuneest@gmail.com

जाक्र. सकआ/का-६/प्र-३/2774

ई निविदा/प्रि-बिड बैठक/ पुणे

दिनांक २८/११/२०१७

प्रति,

Nextender, पुणे.

दूरध्वनी क्र०२०२५३१५५५५

विषय:- बाहयस्रोताद्वारे मनुष्यबळामार्फत शासकीय वसतिगृह / शासकीय  
निवासी शाळा व सामाजिक न्याय भवन यांची नियमित साफसफाई  
सुरक्षा व्यवस्था इत्यादी कामे करण्यासाठी ई- निविदा क्र.२४० ची Pri-bid बैठकीचे  
इतिवृत्त वेबसाईटवर प्रसिध्द करण्याबाबत.

उपरोक्त विषयान्वये आपणास कळविण्यात येते की, समाज कल्याण विभागांतर्गत  
बाहयस्रोताद्वारे मनुष्यबळामार्फत शासकीय वसतिगृहे, शासकीय निवासी शाळा, सामाजिक न्याय भवन व  
कार्यालये यांची नियमित साफसफाई याबाबतची ई- निविदा क्रमांक २४० अन्वये प्रसिध्द करण्यात  
आलेली आहे. सदर ई- निविदेची प्रि- बिड बैठक दिनांक २७.११.२०१७ रोजी घेण्यात आली होती.

सदर बैठकीमध्ये निविदाकाराने बैठकीमध्ये घेतलेले आक्षेप व प्राप्त लेखी निवेदन  
या संदर्भात व त्याबाबत ई- निविदा समितीने घेतलेले निर्णय वेबसाईटवर प्रसिध्द करण्याकरीता प्रपत्रे  
यासोबत जोडून आपणाकडे पुढील योग्य त्या कार्यवाहीस्तव पाठविण्यात येत आहे. त्याबाबतची सुचना  
ई- निविदेच्या वेबसाईटवर टाकण्यात यावी.

(मिलीन्द शंभरकर)

आयुक्त, समाज कल्याण,  
महाराष्ट्र राज्य, पुणे

प्रत माहितीस्तव सविनय सादर.

मा. सचिव, सामाजिक न्याय व विशेष सहाय्य विभाग, मंत्रालय, मुंबई-३२

## Result of Prebid Meeting Dt.27.11.2017

### Krystal Integrated Services Pvt.Ltd.

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
Page No.02 Pt No.4	The Bidders will have to pay EMD of Rs.50,00,000 ( Rupees Fifty Lakhs only ) through online mode of payment or in the form of Bank Guarantee (BG) of any Nationalized Bank valid up to 6 months from the date of opening of Technical bids.	Kindly clarify the validity of Bank Guarantee whether it is 06 months or 120 days ?	6 months i.e.180 days
Page No.62 From-II Bid Security From	This guarantee will remain in force as specified..... of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect there of should reach the Bank not later than the specified date/dates		
Page No.10	1.16 Variation in rates: Bidders shall fill in the bid carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds. The bidders should take into consideration all possible changes and quote. No Price escalation / variation will be considered on any grounds.	There should be price escalation in each year. The contract price mainly comprises of 80 % of labour component & 20 % of components such as machinery, Material & consumable. Since the contract period is for 03 years, the revision in minimum wages ( which occurs twice in a year ), cost of consumables & materials cannot be consider in advance while quoting the rates.	Refused

Page 49 Penalties	<p>2.1 If the quality of works is found unsatisfactory or any such complaint in this regards is registered by Establishment In-Charge of Social Welfare Department a penalty of Rs.(5000) Rupees five thousand only./- per day will be charged to the Bidder per instance per day.</p> <p>2.2 If during inspection, the workers are not found in uniform and without ID card, a penalty of Rs.(1000) Rupees one thousand/- per employee will be charged per instance per day.</p>	<p>1.What are the parameters for satisfactory &amp; unsatisfactory work ?</p> <p>2.We request you to reduce the amount of penalty.</p>	<p>Please see Clause No. 7.20, 7.21, 7.22 on page no 26</p> <p>Refused</p>
Page 11	<p>The Bidder should have experience in providing facility management services including Mechanized Housekeeping, Electrical Maintenance, Plumbing Maintenance, DG set maintenance, Pest control Attendants in the Government Departments / Public Sector ( central or state )/ Municipal Corporations for the last five financial years. Each such individual experience submitted for qualification should essentially have Mechanized Housekeeping services along with at least 2 other services out of the above mentioned services.</p>	<p>Please incorporate the scope of attendant services in the tender as the current ongoing work involves in it and you also asked the experience of the same in eligibility criteria.</p>	<p>Refused</p>
Annexure-1(c)/ Page No.49	<p>Considering the total number of institutes in the above table and the machinery required at each institute/office, total machinery can be calculated which will be available to the Bidder for use. It will be the duty of the Bidder to inspect the machine and if required get the machine repaired on approval of Client &amp; at the cost of</p>	<p>1.Kindly provide the details like total count of machinery, their make &amp; models, specification etc. will be given to successful bidder by client.</p> <p>2.Also provide the number of additional machinery required.</p>	<p>Details are Available at work places</p> <p>Please see Annexure 1(c) Page No.50</p>

	the client. Once the machine handed over to the Bidder it will be his duty to maintain those at his cost. If additional machinery is required it will be provided by the bidder at his cost.		
Page 27  8.BIDDER'S LIABILITY	8.3 The Bidder shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the Bidder contravening this condition Client shall be entitled to place the contract elsewhere on the Bidders risk and cost and the Bidder shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.	As the quantum of work is huge and it is spread across Maharashtra state. Kindly allow the sub-contracting of certain portion with prior permission of department However the liability of contract will remain with Prime bidder only.	Refused
Page 22	2.PERFORMANCE GUARANTEE (SECURITY DEPOSIT) The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Guarantee in the form of a Bank Guarantee of any nationalized bank / scheduled Bank a some equivalent to 5% of the accepted contract value in favour of the Commissionerate of Social Welfare, Maharashtra State, Pune payable at Pune. The B.G. should be valid 3 years from opening of technical bids renewable by one more year or till the audit is completed and this contractor's payment are not objected upon.	Kindly provided beneficiary bank details like account Number, IFSC/ NEFT code. Name of Bank , branch require for bank guarantee purpose	Bank No.ICICI Bank A/C No.000505024468 IFSC code ICICI No. 0000005 Branch, Bund Garden, Pune
	Please clarify	Any hard copy submission of technical bid document ?	Not Required But EMD in original is to be submitted to the client in sealed envelop at the time of opening of technical bid.

## BVG INDIA LTD –Facility Management

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
1	Facility Management Services as per scope mentioned in the tender document at various offices and Government Institutions working under The Commissioner of Social Welfare, Maharashtra State, Pune	Kindly elaborate which government institutions are working under the Commissioner of Social Welfare M.S.Pune	Please see page No.68 onwards
Cl.No.1 (1.11)	All Documents wherever asked for shall be uploaded in original. If any photocopies are to be uploaded then same shall be Notarized prior to upload.	Can the bidders upload self attested documents which are valid, instead of notarized documents.	Refused
Cl.No.2 (2.8)	The Bidder should have an experience of providing facility management services as mentioned above to multiple locations, minimum 50 locations in single work, for minimum period of 1 year in the Government & Semi-Govt. Departments / Public Sector (Central or State)/ Municipal Corporations during the last five financial years. Each such work submitted for qualification should have minimum completed value of Rs. 2 crores per year or Average 10 crores in last five financial years.	The first part of the clause says that work submitted for qualification should have minimum completed value of Rs.2 crores per year and the second part says average 10 crores in last 5 Financial years,which means 10 crores per year. Thus this clause is self contradicting. Also when this clause is related to the marking system, it becomes still more confusing. Request you to kindly reframe and simplify the clause and also change the criteria for marking accordingly.	Replace word "average" by "cumulative".
Cl.No.11	The Bidder shall submit Copies of Audited Balance Sheet and Profit and Loss Accounts for last four years i.e. 2013-14, 2014-2015 & 2015-2016 , 2016-17. We may accept unaudited Statement of accounts for the year 2016-17.	Can we provide turnover & profit & loss statement from C.A.	Supply audited statement from 2014-15,2015-16 and 2016-17

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
Cl.No.12 & 13	12.The Bidder shall submit VAT / CST Tax Registration Certificate and Clearance certificate. 13.The Bidder shall submit Service Tax Registration Certificate	Please consider GST instead of VAT/CST.	VAT / CST clearance certificate is required for last year from the Competent Authority OR copy of submission of return to Competent Authority, or Certificate of submission from Competent Authority
Cl.No. 3.3	Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Client	Kindly allow/permit the bidders to withdraw or modify their offers in case of extension of bid submission date.	Refused
Cl.No. 4.3	The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.	The extension should be with applications of price Variation clause as the minimum wages rates are amended every 6 months.	Refused
Cl.No. 2	The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Guarantee in the form of a Bank Guarantee of any nationalized bank/scheduled Bank a sum equivalent to 5% of the accepted contract value in favour of The Commissionerate of Social Welfare, Maharashtra State, Pune. payable at Pune. The B.G. should be valid 3 years from opening of technical bids renewable by one more year or till the audit is completed and this contractor's payment are not objected upon	Kindly allow bidders to submit Security Deposit Value in form of BG valid for one year with auto renewal clause.	Refused

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
Cl.No. 7.7	The Bidder shall cover its personnel for personal accident and death while performing the duty and the Client shall own no liability and obligation in this regard.	Whether this is apart from ESIC. kindly clarify.	It is bidder choice. The client will not own any liability's & obligations in this regards.
Cl.No. 8.3	The Bidder shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the Bidder contravening this condition, Client shall be entitled to place the contract elsewhere on the Bidders risk and cost and the Bidder shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.	Kindly allow subcontracting or subletting with due approval from the department and taking into consideration the volume of work request you to kindly divide the work amongst the bidders at the rate of L1. This will also help department to reduse dependency on single bidder.	Refused
Cl.No. 9	Clients Obligations	Water and Electricity for work should be provided Free of Cost.	Accepted
Cl.No. 11.4	The rates specified by the Bidder and accepted by the client will be final for the period of contract INCLUDING the extended period. It is presumed that the Bidder has taken into consideration, all aspect including future changes in the wages applicable as per government rules. The client will not entertain any change in the price schedule for the period of contract including extensions if any.	Kindly incorporate standard Price Variation clause based on RBI index.	Refused

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
Cl.No. 13	Termination	The provision of this clause are unjustifiable, as the Service Provider has to deploy a huge amount of infrastructure such as Machines ,Office setups, Vehicles, supply chain management systems etc,alongwith with huge manpower. Hence Termination should be ensued only by the poor performance for a minimum successive period of 15 days at all locations (since quality of housekeeping activity is a subjective perception and cannot be judged by just one or two incidences of substandard quality) excluding force majeure provision of the tender, with a due notice of 30 days.	Not accepted
Cl.No. 1.4	The Bidder shall cover its personnel for personal accident and/ or death whilst performing the duty	Whether the policy needs to be taken apart from ESIC ?	It is bidder choice. The client will not own any liability's & obligations in this regards.
Cl.No. 2.4	The tentative category wise requirement of manpower per day (without reliever) in each Establishment shall be as under:	How many days in a week the service is to be provided.	7 days ( seven )
Cl.No. 3	They should visit the Establishments as per the minimum frequencies as specified by the Authorities and complete the assignments	What is the minimum frequency? Who will supply materials, consumables,spares etc?	As per requirements. Please see page No.46



Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
Cl.No. 2	<p>2.1 If the quality of work is found un- satisfactory or any such complaint in this regards is registered by Establishment In-Charge of Social Welfare Department a penalty of Rs (5000) Rupees five thousand only. /- per day will be charged to the Bidder per instance per day.</p> <p>2.2 If during inspection, the workers are not found in uniform and without ID card, a penalty of Rs (1000) Rupees one thousand /- per employee will be charged per instance per day.</p>	Kindly reduce the penalty amount	Refused.

### **CIS Bureaus Facility Sevices Pvt.Ltd.**

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
		a) Whether the companies holding MSME/NSIC certificates would be exempted from deposit of EMD or not ?	Yes.
		b) In case of drastic increase in wages as happened on 19 th Jan 2017 , a provision to meet such contingencies is required to be incorporate in the contract.	refused
		c) Plumbers ,Carpenters and Electricians are to be provided "On call" basis at all sites as per page no 39 at Table No.A.1. What would be the frequency of such calls for each category and rates applicable for each call? In addition if there is any material/spare parts used/provided payment for the same needs to be clarified	As per requirement. Please see B & C page No.46

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
		d) Security and Facility Management Services be clubbed together for better coordination /single window system.	Refused
		e) Since the Services are to be provided at different for located locations, sub-contracting of services be permitted.	Refused

### KHFM – Hospitality & Facility Management Sevices Pvt.Ltd.

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
		<p><b><u>1.Queries for Clarifications</u></b></p> <p><b>A.</b> Going by the assumption that department charges 1% of estimated price towards EMD it can be seen that the approx. value of this tender shall be around 50 Crs per annum.it may further be extended for next year or more even.As per CVC guidelines (copy attached)  <b>“Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year,should be at least 30% of the estimated cost”</b>  Hence clarification sought on the tenure of tender, estimated price per annum &amp; average turnover criteria justification.</p>	Assumption is not correct . As per the CVC guidelines the annual turn over should be at least 30%
		<b>B.</b> As per Maharashtra Government purchase policy GR dated 1.12.2016 Annexure 8 on page no 108, MSME Act 2006 registered units shall be exempted from form fees & EMD.Also as per Government of India units registered with NSIC are also entitled for exemption of EMD.	Agreed as per Provisions and condition mentioned in clause 6.8 (Annexure-8) GR dated 1.12.2016

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
		<p>Hence clarification sought on EMD exemption for these units &amp; documents required for claiming such exemptions. As MSME units hold only Udoyg Aadhar cards &amp; NSIC is basically a corporation under ministry of MSME &amp; issues registration certificates with monetary limits for units registered with them, clearly stating its validities last dates.</p> <p>Also as per Maharashtra Government GR dated 28/03/2016 EMD of higher amount should be allowed by offline bank guarantee mode, this need to be allowed for units not under units not under MSME or NSIC exemptions.</p>	
		<p><b>C.</b> Similar Tender called by Tribal Development Department E tender No.3070 for the year 2017-18 with identical scope of work &amp; machineries required for same. Post prebid and on queries being raised by participant's tender conditions relaxed. To highlight few important changes considered were JV of two or more companies allowed. Mandatory minimum 50% marks out of total 100% marks as per document technical bid evaluation allowed.</p> <p>Similar scope of work from an almost similar department of the state Government, hence on that basis same relaxation of conditions is been sought.</p>	Refused
		<p><b>D.</b> Experience clauses 2.7,2.8, &amp; 2.12 are contradicted in technical bid evaluation point vi by restricting grades for experience of services in district of</p>	Refused

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
		<p>Maharashtra only. This needs to be amended in line with experience clause.</p> <p>On the basis of above grounds we have certain other suggestions on conditions relaxation as follows</p>	
		<p><b><u>Minimum Eligibility Criteria:</u></b></p> <p>Point No 2.1- Bidders in the form of JV/Consortium should be permitted. In case of a JV/ Consortium the lead bidder should not have incurred a loss in the last 3 years.</p> <p>Point No.2.3- Bidders average annual turnover should be allowed as per CVC guidelines.</p> <p>Point No.2.7- The mandatory of Mechanized Housing Services should be optional or the tenure of 5 years experience of Mechanized Housing Services should be reduced to 1 year.</p>	Not agreed
		<p><b><u>Technical Bid Evaluation:</u></b></p> <p><b>Point No (vii)-</b> In the quality related marks the certification validity or period of certification should not be considered for scoring. The existing valid certification should be more than enough of the bidders.</p>	Not agreed
		<p><b><u>Point Number 9.2</u></b></p> <p>a.A bidder should secure mandatorily a minimum of 80% should be revised as 50% in Technical Evaluation ( TEV ) for financial bid opening. As with the existing scoring clauses very few bidders, may qualify with 80%</p>	Not agreed

## Aarvee Corporation, Pune

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
2 (2.7)		With reference to Instruction for Bidder- Clause No.2 ( Minimum Eligibility Criteria )- Sub clause : 2.7,2.8 and 2.12. As per your tender clause for the above, you are asking for required experience period of last 5 years, Instead of that we request you to change it to have experience of last 3 years and also consider & add the MNC experience in the above category.	Refused
		We also request you to allow, assign to single company for sub Contract.	Refused
Cl.No.9 (9.1)		Under the clause 9: TECHNICAL BID EVALUATION: Sub Clause 9.1 (iv): we request you to remove mark distribution as per (a),(b),(f) from the above mentioned clause as the company fulfill requirement of experience as per clause 2.8 of Pre-Qualification Criteria, then Please allot 30 marks to the bidder. Also as the company is having an experience of single order at more than 300 locations in 3 years and the contract is for 3 year then it will counted average experience of 100 locations per year. So we request you to allow us for 30 marks.	Refused
Cl.No.9		Under Clause 9:(vi): Providing services in district of	Refused

		Maharashtra Instead of that make the change as India.	
Cl.NO.9: (vi)(e):		Under Clause 9:(vi)(e): You are demanding International Accreditation Certificate, but this condition is not mentioned in Minimum Eligibility Criteria 2.11,So we request you to please remove this condition from the tender.	It is a Additional qualification. Hence the condition can not be removed.

**Brisk India Pvt LTd, Pune**

Clause No.	Original Tender condition	Suggestions Received/ Tenderies Say	Decision given by E-Tender Committee of Commissionerate of Social Welfare
1		Kindly accepted the clause No.2.8 page No.11 as to matter "cumulative" instead of word "average" for minimum complete value of work.	Replace word "average" by "cumulative".
		Kindly provided bank details for bank guaranty to be submitted.	Bank No.ICICI Bank A/C No.000505024468 IFSC code ICICI No. 0000005 Branch, Bund Garden, Pune.
		Kindly distribute the work amongst eligible bidders at the rate of L1,so as to enhance the heal the completion in quality of services.	Please see rule No.12.3 on page No.19 which is self-explanatory.