Annexure-1
Response to Pre-bid queries of various bidders

Sr. No	Section and Page No.	Particulars	Change / Clarification Requested	Response from GCSRA
1	Table 1, Page 2	Last date & time for receipt (submission) of Technical & Financial Bids: 10/02/2022 till 18:00 hrs on n procure website	Request you to extend the date of submission of bids to **17/02/2022**	No change in RFP.
2	Chapter 3, Article 9, Page 34	The ownership of all records, IPR material developed by the Consulting Agency as part of this assignment, facilities (without any liability) necessary for normal provision of services including but not limited to all electrical, civil and mechanical works, vehicles, implements, tools and tackles on completion of the Contract period will automatically be vested with the Client at transfer value of Rs 1/- and Client will be free to use these assets, data base, IPR material, etc. in any manner it deems appropriate without paying any charges.	Clarity required whether GCSRA is talking about provision of facilities from their office during the period of contract or is it talking about consultant facilities	Any facilities (without any liability) directly or indirectly related this assignment which are created during the assignment will automatically be vested with the Client at transfer value of Rs 1/- and Client will be free to use these assets, data base, IPR material, etc. in any manner it deems appropriate without paying any charges.
3	Annexure I, Page 36, Financial Bid Format Table	**b) Knowledge Management Support:** **For providing activities 8 to 10 as mentioned in Article-2 of tender document excluding all taxes**	In Article 2, Points 8 to 12 are associated with Knowledge Management Activities while Financial Bid asks for net revenue for activities from 8 to 10. Clarity required whether the points 11 and 12 are to be included in net revenue calculation or not	The point no 11 and 12 mentioned are to be included in net revenue calculation and GCSRA will be uploading a corrigendum regarding the same soon.
4	General	Operational Expenses	There is no mention of Operational expenses i.e. expenses related to travel, boarding & lodging, etc to the various project sites and meetings, etc. for Project Management activities. Clarity required as to whether this will be borne by the consultant	Operational Expenses directly related to Project management activities will be reimbursed by GCSRA provided the said expenses were necessary to carry out operations and adequate supporting is presented against the same.

				For operational Expenses related to Knowledge management activities, the said expenses will be considered as forming a part of Knowledge management activities related expense, therefore such expenses are liable to be deducted from Gross revenue generated and the bidder is suggested to consider the same in net revenue.
5	Invitation for Bids A. Project Management Support	Liaison with state administration for smooth implementation of the CSR projects from a streamlining perspective (to be done at the state level under the Authority AND at the district level under the authority of the DC).	Request you to please clarify scope under this activity, Will this activity include ground level monitoring through periodic visits, reviewing documentation or coordinating from the HQ with various stakeholders	The activity also includes ground level monitoring
6	Invitation for Bids A. Project Management Support	Facilitate/engage in dialogue with central/state government agencies/departments to develop implementation partnerships; with a view to becoming a process advisor to other state level CSR initiatives on basis of the GCSRA experience. Organize the stakeholder meeting minimum 10 meetings each month	We request you to please reduce number of meetings from 10 to 3 per month with government departments. Additionally, 2 meetings may be held per month with private players, trade bodies etc. to explore partnerships.	No change in RFP.
7	Article-2: Proposed Assignment	Support conducting at least 2 x short-term training programmes (in a single year) on developing CSR approach of the Company, designing meaningful outcome-based projects, management of social sector projects, induction of quality manpower, monitoring & review, impact assessment, documentation, etc. – to be offered as a retail offering or a company-specific (captive) three-day residential training.	We request you to please clarify the term “retail offering”. Would this include making a pitch to the company to avail support from Authority to build their CSR projects?	GCSRA is always looking to plan innovative projects with potential partners hence such activity will be preferred.
8	Article-2: Proposed Assignment	Resource Deployment: On Site Support: 2 Junior Consultant	We request you to augment team to include 4 Junior Consultants for onsite support	No change in RFP. GCSRA belives a team as per RFP is sufficent,However bidders may provide a bigger team at their discretion.
9	Artilce-3 Eligibility Criteria for Bidders(Pre - Qualification)	Entity Experience: The bidder/entity must be having 05 years of working experience in India. Only Limited Liability partnerships, Private Limited companies and Public limited Companies are allowed to participate in this tender. None of the aforementioned should be blacklisted by State or Central government of India.	We request you to increase the years of operation to at least 10 years	No change in RFP
10	Artilce-3 Eligibility Criteria for Bidders(Pre - Qualification)	Commercial strength (Turnover of past 3 years): Minimum average INR 5 Cr in India: Conformity: Valid Proofs document: CA Certificate clearly mentioning turnover for past three financial years i.e. (2018- 19, 2019-20 and 2020-21)	We request you to increase the turnover to at least 50 crore.	No change in RFP

11	Chapter-I Article-3: Eligibility Criteria for Bidders (Pre-Qualification)	Credentials of Past experience (Type and Client Group): Government and Private Companies, Minimum 05 assignments of similar nature, Overall Minimum Contract Value of Rs 5 Crore	We understand that the overall minimum contract value is the total value of all the relevant assignments. Please clarify.	The overall minimum contract value is the summation of all the relevant assignments
12	Technical Evaluation 2. Number of CSR assignments executed in last 3 Financial years (2018-19, 2019-20 and 2020-21) with clientele	Minimum contract value of each assignment should be 20 Lakhs or more 1 mark for each assignment up to max 20 marks.	We request you to kindly consider the number of CSR assignments executed in the last 5 financial years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21) and relax the minimum contract value of each assignment to 10 Lakhs or more. Additionally, we request you to please relax the criterion as 2 marks for each assignment up to max 20 marks.	No change in RFP.
13	Technical Evaluation 7. Experience of the Team Leader preferably in CSR domain	Minimum experience of Team Leader should be 10 Years If having experience more than 15 Years preferably in CSR domain - 5 marks If having experience equal to or less than15 years but more than or equal to 12 years preferably in CSR - 3 marks If having experience less than 12 years but more than or equal to 10 years preferably in CSR - 2 marks	We request you to relax the scoring criteria for the Team Leader as below: a. Experience more than 10 Years preferably in CSR domain - 5 marks b. Experience equal to or less than 10 years but more than or equal to 08 years preferably in CSR - 3 marks c. Experience equal to or less than 08 years but more than or equal to 05 years preferably in CSR - 2 marks.	No change in RFP.
14	Technical Evaluation 8. Experience of the Composition of proposed key team members 1 Senior Consultant for the present assignment, with emphasis on CSR Experience	Minimum experience of Senior Consultant should be 7 Years If having experience more than 12 Years preferably in CSR domain - 5 marks If having experience equal to or less than12 years but more than or equal to 10 years preferably in CSR - 3 marks If having experience less than 10 years but more than or equal to 7 years preferably in CSR – 2 marks	We request you to relax the scoring criteria for the Senior Consultant as below: a. Experience more than 08 Years preferably in CSR domain - 5 marks b. Experience equal to or less than 08 years but more than or equal to 05 years preferably in CSR - 3 marks c. Experience equal to or less than 05 years but more than or equal to 03 years preferably in CSR - 2 marks.	No change in RFP.

15	Technical Evaluation 8. Experience of the Composition of proposed key team members 2 Junior Consultants for the present assignment, with emphasis on CSR Experience	Minimum experience of Junior Consultant should be 3 Years and between the proposed two members the lowest work experience out of the two will be considered for evaluation. If having experience more than 8 Years preferably in CSR domain - 5 marks If having experience equal to or less than 8 years but more than or equal to 5 years preferably in CSR - 3 marks If having experience less than 5 years but more than or equal to 3 years preferably in CSR – 2 marks	We request you to relax the scoring criteria for the Junior Consultant as below: d. Experience more than 05 Years preferably in CSR domain - 5 marks e. Experience equal to or less than 05 years but more than or equal to 03 years preferably in CSR - 3 marks f. Experience equal to or less than 03 years preferably in CSR - 2 marks.	No change in RFP
16	Chapter-II Article-27: Payment Terms	All the payments to the SP (Service Provider/Bidder) will be made by Client or Project Administrator office directly to the SPs as per the rates finalized in the Tender after completion of the assignments mentioned in Chapter II.	We request you to kindly consider the payment on monthly basis.	No change in RFP
17	Chapter-II Article-28: Penalty	The Client will levy a maximum of 10% penalty of the Total Accepted Tender Value of the services to be provided by the Bidder in case the Bidder fails to provide the services specified by the Client in the pre-confirmed time schedule. The Client shall decide the quantum of penalty and it shall be binding and final.	We request to please omit this criterion since our work is dependent on the information we receive from the client/third party on a timely basis.	No change in RFP
18	Chapter-II Article-30: Offering Employment	Bidder shall not offer any employment to Client staffs in same project bided for, nor should it involve any staff earlier worked with Client in the same project bidder has bided for. These kinds of practices are highly objectionable and shall not happen without knowledge & prior written permission of Client.	We request you to kindly amend the clause as below: Bidder shall not offer any employment to Client staffs in same project bided for, nor should it involve any staff earlier worked with Client in the same project bidder has bided for. These kinds of practices are highly objectionable and shall not happen without knowledge & prior written permission of Client provided that this clause shall not restrict the right of the Bidder from recruiting generally in the media and shall not prohibit the Bidder from hiring any employee of the Client staff who answers any advertisement without having been initially personally solicited or recruited by the	No change in RFP

19	Chapter-III Article-5: Liquidated Damages	In the event of failure of the Bidders to secure acceptance by the Client, before the commencement date as prescribed by the Client, the Client reserves the opinion to recover from the Bidder as liquidated damages and not by way of penalty, 10% of the Total Accepted Tender Value of the services to be rendered for the period after the said commencement date, until acceptance without prejudice to other remedies under the contract	We request to please omit this criterion since our work is dependent on the information we receive from the client/third party on a timely basis.	No change in RFP
20	**Chapter-III** **Article-7: No Claim Certificate**	The Bidder shall not be entitled to make any claim, whatsoever, against the Client, under or by virtue of or arising out of this Contract, nor shall the Client entertain or consider any such claim, ifmade by the Bidder and the Bidder shall have signed a "No Claim" Certificate in favor of the Client in such forms as shall be required by him after the works are finally accepted.	We request for the waiver to the said clause.	No change in RFP
21	Annexure-1 Financial Bid Format	Financial Bid Format	1. As per the example on Page 29 and 30, positive percentage of sharing means that the bidder is not charging anything for KMS whereas negative percentage means that the bidder is charging anything for KMS 2. In the format as per RFP, since the percentage of revenue sharing is not captured in the format, it will be confusing for the bidders to input the values. 3. As per our understanding, The bidders who wish to share the revenue will have to input positive values whereas, bidders who does not want to share any revenue will have to input "zero" and bidders who wish to charge for KMS will have to input negative value. 4. While, Estimated revenue will be subjective and each bidder may have a different estimation. There may be a possibility where estimated revenue for two bidders may marginally differ but sharing value will be same. Example: Revenue-20,00,000 and sharing% is 50 then the value will be 10,00,000. However, another case may be Revenue-1,00,00,000 and sharing% is 10 then also the value will be 10,00,000. hence, we request if the estimated revenue can be fixed by the department. 5. Based on the above, we propose the format for	No changes in RFP, however due to technical limitation it has come to GCSRA's notice that bidders may not be able to input values in negative while submitting financial bids. A corrigendum for the same will be uploaded soon.

22	Important Details Table 1	Last date & Time for Receipt (Submission) of Technical & Financial Bids	Looking at the ongoing pandemic situation, we request you to kindly extend the last date of submission by at least 2 weeks from the date of issue of corrigendum	No changes in RFP.
23	Chapter-III: Special Terms and Conditions of Contract	Addition of Clause	We request to kindly add the following clause related to 'Limitation of Liability' in addition to the Special Terms and Conditions of Contract mentioned in the RFP. Client/ "GCSRA" agrees that the Bidder shall not be liable to Client for any losses for an aggregate amount in excess of the fees paid by Client to the Bidder under the contract.	A corrigendum will be issued soon limiting liablity ceiling to total fees payable to the bidder.
24	Chapter-III: Special Terms and Conditions of Contract	Addition of Clause	We request to please add the following clause related to 'Indemnity' in addition to the Special Terms and Conditions of Contract mentioned in the RFP. "Client shall indemnify and hold harmless the Bidder for all losses and claims arising in connection with any third-party claim in relation to or pursuant to the contract or the services."	A corrigendum will be issued soon in this regard indemnifying the bidder.
25	Chapter-III: Special Terms and Conditions of Contract	Addition of Clause	We request to please add the following clause related to 'Confidentiality' in addition to the Special Terms and Conditions of Contract mentioned in the RFP. "Client shall not disclose to any third party the advice, opinions, reports or other work product of the Bidder provided hereunder without the prior express written consent of the Bidder."	No changes in RFP

26	Technical Evaluation 7. Experience of the Team Leader preferably in CSR domain	Clarification	1. Minimum experience of Team Leader should be 10 Years wherein work related to CSR domain is required. Since the CSR Rules came into force in 2014, 10 years of experience in CSR might be challenging.	A corrigendum will be issued soon in this regard stating that experience related to period prior to CSR rules any experience under companies sustanablity and decelopment deparment shall be deemed valid for the purpose of calculating experience.
27	Technical Evaluation 1.Number of years of experience of the Agency in general.	Clarification	2. Number of years of experience of the Agency in general – Please let us know if any government document would suffice the requirement.	As per the RFP Any valid proof which shows bidder organization officially started its mode of operations in India will be considered sufficient.
28	Article-3: Eligibility Criteria for Bidders (PreQualification), Point No. 1, Pg. No. 17	Existing clause states requirements as follows: - Only Limited Liability partnerships, Private Limited companies and Public limited Companies are allowed to participate in this tender	To allow wider participation and make tendering process more open and inclusive, Request the authority to allow Firms / MSEs / NGO / Societies registered under the Societies Registration Act, 1860 or any other relevant legal jurisprudence and which are having requisite experience and capability to undertake the given assignment	No changes in RFP
29	Article-3: Eligibility Criteria for Bidders (PreQualification), Point No. 4, Pg. No. 18	Existing clause states requirements as follows: - Credentials of Past experience (Type and Clint Group):- Government and Private Companies, Minimum 05 assignments of similar nature, Overall Minimum Contract Value of Rs 5 Crore.	Assignments of similar nature shall be any of the following? :- • Areas such as CSR and/or Sustainability • Experience of the Agency in Knowledge Management and / or Project Management support and / or Project Management Unit for national level mission mode programs of Government of India Request the authority to consider Minimum 02	Experience of the Agency in Knowledge Management and / or Project Management support and / or Project Management Unit for national level mission mode programs of Government of India shall be considerd. Apart from this no changes in RFP
30	Article-13: Bid Security/Earnest Money Deposit, Pg. No. 23	Existing clause states requirements as follows: - The Bidder shall furnish, as part of the Bid, a bid security for the amount of Rs.25,000/- (Rupees Twenty-Five Thousand only) by DD in favor of Gujarat CSR Authority Projects Fund, payable at Ahmedabad	Request the authority to kindly clarify and / or allow: - Whether registered MSEs will be exempted from payment of EMD? Kindly refer to the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012: “Tender sets free of	No changes in RFP

31	Article -26: Performance Guarantee,	Existing clause states requirement as follows: - “The performance guarantee shall be 5% of the Contact Value”	We would like to highlight that as per the circular of Procurement Policy Division, Department of Expenditure, Ministry of Finance vide No. F.9/4/2020-PPD dated 12th November 2020 with the Subject: Performance Security, it was decided to reduce the Performance Security from 5-10% to 3% of the value of the contract. Hence, we request the authority to kindly reduce the	No changes in RFP
32	Technical Evaluation, Pg. No. 27	Existing Clause states requirements as follows: - • Minimum experience of Team Leader should be 10 Years • Minimum experience of Senior Consultant should be 7 Years • Minimum experience of Junior Consultant should be 3 Years	Request the authority to kindly consider as follows: - • Minimum experience of Team Leader should be 07 Years • Minimum experience of Senior Consultant should be 5 Years • Minimum experience of Junior Consultant should be	No changes in RFP
33	General	General	Relaxing of qualification condiitions in RFP to allow MSMEs to participate	No changes in RFP