

## Pre-bid queries on the RfP

### For

## Selection of Consultancy Services for study of Restructuring of Treasuries and Accounts Department, Directorate of

S.No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification	Reply to the Queries
1	2.2 Project Background	The Government of Tamil Nadu intends to Restructure/Reform the Government Departments viz Department of Treasuries and Accounts, Directorate of Pensions, Directorate of Small Savings and Government Data Centre to improve their overall performance	We request the authority to clarify the intent behind inclusion of these departments. Has any major initiative/automation/BPR been undertaken by these departments? Does the IFHRMS cover the processes of these departments? What are the expected outcomes of this study? Is a merger of these departments anticipated?	Reengineering process has been done by operationalizing IFHRMS. Restructuring study should be done in the context of IFHRMS
2.	Section 8, Scope of Work	The Consultancy agency to support the department in the restructuring/reformation activity.	The restructuring may also include institutional restructuring which may result in a reallocation of the staff to other divisions. We request the authority to clarify if this understanding is correct.	Reengineering process has been done by operationalizing IFHRMS. Restructuring study should be done in the context of IFHRMS
3.	3.4.3 Earnest Money Deposit (EMD)	Bidders shall submit, along with their Bids, EMD of Rs. 68,000/- only, through a demand draft for Rs. 68,000/- in favour of The Commissioner of Treasuries and Accounts, payable at Chennai.	In section 4: Pre-Qualification Criteria it reads Bank Guarantee with at least 120 days of validity must be submitted for EMD. Please clarify.	EMD to be submitted by Demand Draft
4.	3.5.3 Deadline for Submission of proposals	Proposals, in their complete form in all respects as specified in the RFP, must be submitted in tenders.tn.gov.in on or before the last date for submission specified.	Please clarify if this proposal is to be submitted online or as a physical copy.	Physical Copy

5.	3.4.5 Authentication of Bids	A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.	We kindly request the authority to accept the Company's Board Resolution authorizing the signatory of the proposal in lieu of a Power of Attorney.	Yes
6.	3.8 Consortiums	Consortium / JV / Subcontracting is not allowed in this tender.	We understand and will not subcontract entire sections of the scope. In the interest of deploying local resources with relevant experience we kindly request the authority to permit us to onboard individual experts with relevant experience as required by the RfP. We confirm that we will take responsibility for their outputs and delivery.	Yes. On boarding of individual experts with relevant experience are permitted
7.	4.3 Bid Evaluation	T= 0.70 Technical weightage	Considering this is an important exercise for the department where quality of delivery is paramount, we request the authority to consider increasing the technical weightage to 80%	No changes in conditions
8.	Price Bid Template	Duration of deployment	We understand that the duration of deployment is indicative and considering that this is a deliverable based contract and payments are linked to them, the experts are not required to be stationed out of the CTA's office.	Yes
9.	I. Organization Restructuring & Reforms	Consultant to review the current processes and the process level improvements introduced due to the implementation of IFHRMS and PFM reforms in the above mentioned 4 departments.	We understand that BPR and process change are already completed and that the gap analysis would be limited to institutional restructuring. We assume process restructuring is not envisioned as a part of the current study. Please clarify,	Process restructuring is not envisioned

10.	I. Organization Restructuring & Reforms	In this context, the Consultant to provide clear Human Resource strategies on redeployment, training, up skilling and/or recruitment of department staff.	This would involve a development of a competency framework, Training Needs Assessment and a training strategy, which would be time consuming and detailed exercise which is not envisioned as part of the current engagement. We would recommend that the client considers including it as an extension to the current scope as it would allow us then to align the HR strategy with it.	This is part of the existing ToR
11.	3.7.1 Tender Opening	The Proposals submitted up to 04.00 pm on 16.11.2022 will be opened at 05.00 pm on 16.11.2022 by the CTA or any other officer authorized by CTA.	We kindly request the authority to consider extending the bid due date to 3 December 2022.	Yes
12.	4.1 Pre-Qualification Criteria	Financial Capacity - The bidder should have a minimum annual turnover of INR 100 crore from Indian operations in Consulting services in each of the last three financial years (FY 2019-20, FY 2020-21 and FY 2021-22)	We kindly request you to replace India Operations with Operations of the bidding entity as we implement projects outside the country as well and it may be difficult to segment this revenue from our overall revenue.	OK
13.	I. Organization Restructuring & Reforms	Note: Any additional services beyond the scope which are found to be essential to meet the requirement of the project at any course of time during the entire project period should be done by the consultant with no additional cost to the department.	We understand that any scope beyond what is detailed in the ToR will be considered as a change request. Upon mutual discussion and agreement with the consultant on additional fee the tasks may be taken up.	Yes

14.	Section 11: Substitution Of Key Personnel	The evaluation of the resources should be limited to the key personnel, who would work		This clause may not be applicable in a consulting context where the key positions are not more than 15% of the total man power expected to be deployed	As per RfP				
		on the project (part time or full time). The RFP document shall identify the positions for the Key Personnel, against which the Bidder has to propose the CVs. However such position shall not be more than 15% of the total manpower expected to be deployed on the project.							
15.	PAYMENT TERMS AND CONDITIONS	<b>S.No.</b>	<b>Deliverable Milestone</b>	<b>Billable Fee</b>	<b>S.No.</b>	<b>Deliverable Milestone</b>	<b>Billable Fee (as % of Contract Value)</b>	Considering most of the work will be completed by the Draft Final Report stage, the revised payment schedule is proposed.	As per RfP
				<b>(as % of Contract Value)</b>					
		1	Inception	10%	1	Inception Report	20%		
		2	Current State Assessment Report	20%	2	Current State Assessment Report	25%		
		3	Business Process Reengineering report	20%	3	Business Process Reengineering report	25%		
		4	Draft-Final Report and Presentation	30%	4	Draft-Final Report and Presentation	20%		
		5	Final Report	20%	5	Final Report	10%		

16.	Section 15: Change Request	Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible	We don't envision any Bid Process Management as a part of the current study. Please clarify.	Does not arise at present
17.	Support to be provided by CTA	Provide the information on current IT infrastructure already available	This seems unrelated to the current study.	Yes
		The aspirations/expectation of the system which is planned to be procured		
		Any technical infrastructure support which is available.		
18.	Form 1: Compliance Sheet for Pre-qualification Proposal	Sales Turnover in IT Consulting/ Average turnover from services related to IT Consulting (i.e. revenue should be on account of IT consulting other than related to supply of hardware/IT infrastructure and their associated maintenance services, packaged software etc. in last 3 years (Turnover in Rs Crores)	Sales turnover in IT consulting is unrelated to the current study. The authority may accept turnover from consulting/advisory services	Yes
19.	Technical Capability	Completion Certificates from the client; OR	We request the authority to consider accepting self-certification as evidence of completion/certificate from internal auditor on collections.	No change
		Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR		
		Work Order + Phase Completion Certificate from the client		
20.	Form 6: Proposed Work Schedule & Project Plan	Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.	Purchaser approvals etc are not envisaged as a part of this contract. Please clarify	Yes

21.	Form 11: Project Related Experience	LOI/LOA/ Work Order/Agreement copy and Work in Process (WIP) certificate or minutes of meeting issued by client as proof for completion of 80% of the work assigned to the applicant/ certificate from Statutory Auditor certifying receipt of 80% professional fee for assignment	We request the Authority to accept proof completion of 70% of the work assigned as it indicates substantial progress on the project. This is generally accepted across Govt./Public Sector clients.	OK
22.	Form 2: Financial Bid Template	Form 2D: Miscellaneous Expenses	This template seems unrelated. Please clarify	OK
23.	Form 8: Team Composition and their Availability	Project Management Consultant and BPR Lead (Management Consultant) - Overall Minimum Work Experience of 10 years	We request the authority to consider reducing the years of experience to 8 years for these positions	As per RfP
24.	Form 8: Team Composition and their Availability	Human Resource Specialist – Experience of at least 3 similar projects in India	We request the authority to consider reducing the number of similar projects to 2 as a person with 6 years of experience may not have 3 similar projects	OK
25.	Form 8: Team Composition and their Availability	Business Analyst / Domain expert (BA) with specialization in requirement gathering/BPR, product evaluation and acceptance against requirements	Product evaluation seems irrelevant to the current engagement and may be dispensed with.	OK

26.	Form 8: Team Composition and their Availability	Accounts Specialist – 8 years' experience, Retired Government Official preferably with Admin. & IFHRMS knowledge	We request the authority to consider reducing the experience to 5 years with IFHRMS or PFM experience in TN. We request the authority to waive the requirement of a retired government official as organisations like ours have restrictions on hiring Government staff	Yes. A Chartered Accountant may be substituted with 3years of experience.
27	No Clause in RFP	Limitation of Liability	<p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language:</p> <p>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	As per Tamil Nadu Transparency in Tenders Act

28	Section 12 at pg. no 26	CONFIDENTIALITY AND PROPRIETARY DATA	<p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p>	As per RfP
29	Section 7 at pg. no 20	CONFLICT OF INTEREST	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	As per RfP



30	point 3&4 at pg. no. 50	<p>3. Penalty will be levied at the rate of 1% per week on the total contract value subject to a maximum of 10%, if the work has not been completed in full within the stipulated delivery period subject to Force Majeure conditions. Besides, such performance may entail black listing of the CONSULTANT</p> <p>4. The CONSULTANT agrees that in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, conditions and work order, the CONSULTANT shall pay as penalty of engagement an amount equivalent to 10 (Ten) percent of total value of contract or an amount equal to the actual loss incurred by the CTA whichever is higher.</p>	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<p>As per RfP</p>
31	No Clause in RFP	<p>There is no restriction on the usage of deliverables- No third party disclaimers.</p>	<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	<p>Yes</p>

32	No clause in RFP	No Acceptance Criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	Does not arise
33	No Clause in RFP	Deployment of Resources (Covid 19 Crisis)	<p>If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.</p>	As per protocol remaining from time to time