

<b>DEPARTMENT OF TRADE &amp; TAXES</b> <b>GOVT. OF NCT OF DELHI</b> <b>VYAPAR BHAWAN,</b> <b>I.P. ESTATE, NEW DELHI-110002</b>	<b>REPLIES TO QUERIES IN RESPECT OF</b> <b>REQUEST FOR PROPOSAL (RFP)</b> <b>(TENDER ID 2022_DTT_220339_1)</b>
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**Request for Proposal (RFP) For Hiring of Chartered Accountancy Firms for engaging 20 Chartered Accountants (TENDER ID 2022\_DTT\_220339\_1)**

PRE- BID MEETING HELD BY THE TRADE & TAXES DEPARTMENT ON 21.04.2022 AT 3 P.M. IN THE CONFERENCE HALL, 13<sup>TH</sup> FLOOR, VYAPAR BHAWAN, I.P. ESTATE , NEW DELHI-110002

S. No	Page no of RFP Document	Para & Sub-para (if applicable)	Questions/Recommendations/Suggestions/Remarks/Proposals made by applicants in their queries	Clarifications from the Trade & Taxes Department
1	20	24	<p>Contact period shall be awarded initially for 2 years to the selected firms.</p> <ul style="list-style-type: none"> <li>In case the department extended the above said period whether the Firms will be informed in advance.</li> </ul>	Firms will be informed.
2	11	5	<p>The no. of CA's to be provided by each Firm may vary in future in case the performance of any firm or the CA provided is not up to the mark.</p> <ul style="list-style-type: none"> <li>Whether the criteria to select additional CA in future is same as present or it's different one.</li> </ul>	Criteria to select additional CA in future will be the same
3	20	24	<p>Contact period is extendable by 1 year depending upon the performance.</p> <ul style="list-style-type: none"> <li>Whether the extendable period by 1 year is on the basis of individual performance or overall performance of all CA's of Firm.</li> </ul>	Overall performance of both CA Firm and individual CAs and requirement of the department at the sole discretion of the Department Trade & Taxes.
4	12	Row No. 2 in the Table	<p>If the Firm replaces any resources for reasons other than attributable to the department, the firm will be penalized 5% of the total monthly remuneration of the firm for that month per change.</p> <ul style="list-style-type: none"> <li>Sometimes the candidate</li> </ul>	As per terms of RFP for every instance of a CA replacement by the Firm, a one time deduction of 5% of monthly bill for that month of the CA Firm will be made.

			will be replaced due to medical or other genuine reasons. Whether in such cases, the department gives relaxation to the Firm.	
5	20	24	<p>The department reserves the right to terminate the services of the firm in case of failure to meet the performance standards.</p> <ul style="list-style-type: none"> <li>Whether any notice period of 1-2 month will be given before termination of the contract with Firm.</li> </ul>	Services of the Firm may be terminated by serving the notice, the notice period will be the discretion of the Department.
6	11	6	<p>Queries related to Scope of Work:</p> <ol style="list-style-type: none"> <li>Whether every CA as hired should have knowledge of all Act &amp; laws mentioned in the Scope of Work.</li> <li>Forensic Audit is a wide term. Please guide for the expectation from the candidate in this account. Whether it is on account of GST law or it may be for other law as well like Income Tax, Companies Act etc.</li> <li>Analyzing and updating the Departmental officers: Whether the respective Firm can update on various laws to the department?</li> </ol>	<ol style="list-style-type: none"> <li>Should have knowledge of all Act &amp; laws mentioned in the Scope of Work in terms of Tender documents(RFP)</li> <li>The candidate/CA should be capable of providing aid and advice to the officers of the department in all aspects related to the conduct of Forensic Audit of the Tax payer, on account of Sales Tax, VAT and GST.</li> <li>The selected CAs have to update on various laws to the departmental officers.</li> </ol>
7	12	7 (b & c)	Liquidated damages: The assignments are allotted to the individual CA's where overall control is with the department. As per said clause, If selected CA firms fails to complete the assignment, they shall pay to the department liquidated damages.	Liquidated Damage will be calculated on a monthly basis and will be deducted from the monthly payment to be made to the Bidder. Liquidated damages will be imposed only where the fault is solely attributable to the selected CA firm. There will be instances that a breach in the SLA takes place because of no fault of the Bidder. In such cases, Department may, in its sole discretion, in writing, relax

				any penalties/LDs imposed on the Bidder, provided the Bidder submits a comprehensive explanation establishing that it is not in fault.
8	26	35	Data Protection: As per understanding, team will execute the work in department's system. No data is provided/available communicated to the respective Firm. In such case, the said clause should not be applicable to the FIRM.	This clause is applicable to both the CA Firm & individual CA, as it will have access to data, even if within the department's system.
9			Duties and Obligation: Any leave policy are applicable to Hired CA's during the tenure of the agreement.	As per existing guidelines every employee is entitled to at least one casual or sick leave for every completed month of work in addition to Sundays and Gazetted Holidays.
10	28	37	The Bidding firm shall disclose the complete list of current and past (within 2 years) clients along with the Technical Bid so as to avoid any future conflict of Interest. <ul style="list-style-type: none"> <li>• Whether the SOW of clients is also to be given</li> <li>• In case inspection is going on at any taxpayer at department level then whether the bidding Firm can get any of the assignment of the company.</li> </ul>	As per RFP complete list of current and past (within 2 years) client is to be provided in Annexure 5. If the Firm adds any new client during the currency of the contract, list of such clients will be provided immediately to the department so as to avoid any future conflict of interest.
11			Can the Firms hire and provide CA?	The CAs provided by the Firm would be consider as employee of the Firm and The Firm will be held responsible for the conduct of individual CA.
12	11	6(vi)	Whether infrastructure will be provided by the Department as required in (Scope of work- (Forensic Audit)	Yes, The selected CAs will execute the work in department's system, and would utilize the available infrastructure.
13			Any specific training will be provided to the selected candidates by the department?	No, The CAs provided by the Firm should have knowledge and experience of all Act & laws mentioned in the Scope of Work in terms of Tender documents

				(RFP)
14	12	2	Whether the penalty of one time deduction of 5% of monthly bill for that month will be relaxed?	No relaxation as per RFP
15			Entitlement of Leaves to the selected CA?	As per existing guidelines every employee is entitled to at least one casual or sick leave for every completed month of work in addition to Sundays and Gazetted Holidays.
16	12	2	If the CA leaves the Company, whether penalty clause exist?	Yes
17	20	24	Extension from 2 to 3 years will invite any change of conditions?	NO
18	28	37 i	New client of the firm after signing the tender documents should be informed to the department or not?	Yes, As per RFP complete list of current and past (within 2 years) client is to be provided in Annexure 5. If the Firm adds any new client during the currency of the contract, list of such clients will be provided immediately to the department so as to avoid any future conflict of interest.

**Assistant Commissioner (HR)**  
**Department of Trade and Taxes, Delhi**