

Tender document for “Indian Accounting Standards (IND-AS) Implementation and Accounting-Taxation Outsourcing”

Replies to Pre-Bid Meeting Queries

S.No.	Relevant Section/Clause No. and complete description of clause	Relevant Page No. of Bid Document	Queries	Replies
1			Please provide Financial Statement for 2018-19. This will help us to evaluate our efforts and typical transaction in your organisation.	Financial Statement for the FY 2018-19 of SDCL showed to the participants of pre-bid meeting for typical transactions of the organisation.
2			Whether the tender can be submitted in the name of one of our member concerns? If no, whether the language of the declaration(s) to be provided can be tweaked in any manner	<p>As per stipulation in Tender document, Refer clause 2.4, page no. 5, SDCL invites bids from professional services/consultancy firm which should have requisite experience as per Tender document.</p> <p>The Bidder should comply with all the qualification parameters on its own.</p> <p>Tender document condition remains unchanged</p> <p>No changes to be done in the format of the Tender document.</p>

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3			Whether the credentials of our member concerns can be utilised in order to meet the technical eligibility criteria ?	<p>The Bidder should comply with all the qualification criteria – the credentials of the member concerns will not be considered.</p> <p>Tender document condition remains unchanged</p>
4	Section I: Instructions to Bidders Clause: 8.1 (b) , point (ix) & (xi)	11	In order to meet the documentary evidence requirement of audited financials and Income Tax Returns (ITRs) whether turnover certificate for the three preceding financial years in lieu of the same can be provided to meet the criteria?	<p>Turnover certificate will be submitted as per the format of the Tender document.</p> <p>Bidder is required to submit the audited financial statement and Income tax returns to substantiate the claim.</p> <p>Tender document condition remains unchanged</p>
5	Section I: Instructions to Bidders Clause: 3.2, point (a)(iii)	7	Whether it is mandatory to provide TDS certificates in addition to the work order document and the completion certificates issued by the client in respect of the proofs for the engagements performed in the past?	<p>As per clause 3.2 (a) (iii), the value of work shall be supported with TDS certificate or Form 26 AS.</p> <p>Tender document condition remains unchanged</p>

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6	Section I: Instructions to Bidders Clause: 8.1 (b), point (vi)	11	Will the partnership deed of the firm suffice in respect of documentary evidence requirement in relation to board resolution/details of top management/ key officials?	Partnership deed suffices in case the Bid and the Tender document including supporting and all other documents are signed by one of the Partners.
7			What is the quantum of the transactions on monthly basis? We need to evaluate the efforts on the basis of this.	Same as S. No. (1) above
8	Section III: Terms of Reference Part II: Time Schedule, point 1	37	Why do we require to prepare FY- 2017-18 FS? Ind AS will apply from 2018-19 and 2019-20.	Financial Statement for the FY 2017-18 is required in order to make the Comparative Statement as per the guidelines of IND-AS
9	Section III: Terms of Reference Part I (A), point 2(d)	35	Which ERP module is SDCL following?	Firm is required to suggest the module based on the requirement of SDCL. The same will be provided by SDCL.
10	Section I: Instructions to Bidders, Clause 6.1(b)	9	Whether a Demand Draft can be submitted for the purposes of bid security instead of a Bank Guarantee?	

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11	8.1(a)(ii)	10	Firm's policy does not allow issuance of Bank guarantee for Bid security. However, we can issue Fixed Deposit Receipt in SDCL's favor in lieu of the requirement. Whether FDR will be acceptable as bid security?	Demand Draft is acceptable. Refer Corrigendum I.
12	8.1(xiv)(A)	11	Eligible assignments defined in the tender document for meeting technical criteria had been performed under the name of S.R. Batliboi & Co. LLP. W.e.f. 1 October 2018 all the employees of the firm were moved from S.R. Batliboi & Co. LLP to another member firm of EY Global - Ernst and Young Associates LLP. We are submitting our bid under the name of Ernst and Young Associates LLP. Whether Experience Certificates in favour of S.R. Batliboi & Co. LLP will suffice for the tender requirements. If required a declaration on letter head can be provided stating the above fact.	<p>The experience can only be claimed in case of the following</p> <ul style="list-style-type: none"> (i) In case of merger (ii) In case the name of the company has changed <p>The Bidder needs to submit the requisite supporting documents to substantiate the above claim.</p> <p>Tender document condition remains unchanged</p>

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13	8.1(xiv)(B)	11	All the information captured in Form 26AS will be covered in the Income tax returns submitted by the Bidder. Is there still a requirement to submit Form 26AS in addition to Income tax returns?	Yes, both are required.
14	19	44	Our legal team is suggesting deleting this clause as it is not in line with firm's standard terms and conditions of contract.	Tender document condition remains unchanged
15	8(b)(i)	41	Our legal team is suggesting deleting this clause as this clause is not in line with firm's standard policies for terms and conditions of a contract.	Tender document condition remains unchanged

S.No.	Relevant Section/Clause No. and complete description of clause	Relevant Page No. of Bid Document	Queries	Replies
16	13	42	<p>Our legal team is suggesting adding following clause in the proposed agreement:</p> <p>“Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party’s rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.”</p>	<p>Tender document condition remains unchanged</p>

S.No.	Relevant Section/Clause No. and complete description of clause	Relevant Page No. of Bid Document	Queries	Replies
17	21	44	<p>Our legal team is suggesting adding following clause in the agreement:</p> <p>“Either Party may terminate this Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations. Upon termination Consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.”</p>	<p>Kindly refer Page 2 of Corrigendum-I, in this regard</p>

S.No.	Relevant Section/Clause No. and complete description of clause	Relevant Page No. of Bid Document	Queries	Replies
18	Agreement terms		Our legal team is suggesting adding following clause (named "Reports") in the agreement: <i>"Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report."</i>	Tender document remains unchanged
19	Section-1		SDLC source of Income	Same as S. No. (1) above
20	Section -01 Pt No 3-3.1 (A) ii		Eligible assignment, the EL Subject should contain- accounting, audit and and taxation	Tender document condition remains unchanged
21	Section III Part (A) 2		Please specify the volume of Transactions per month/quarter/yearly	Same as S. No. (1) above

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22			Training workshops	Training: Twice a year at SDCL office conference room Refer Corrigendum-I, Page no. 1 in this regard
23	Section III Part (A) 3		Tax compliance for years?	Please refer Section-III: Terms of Reference, Part B
24			Frequency of meetings & presentations	As per the requirement of assignment.
25	Section III Part (B) 1		Number of Transactions	Please refer S. No. (1) above
26	Section III Part III		Fees for Part B?	Kindly see Annexure - Detailed Financial Bid, page no 33 of Tender document