

Corrigendum Document



For

Selection of Consulting Services: Program Management Consultant (PMC) for Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh, India

Client: Government of Chhattisgarh, India.

Country: India

Program

Chhattisgarh State Public Financial Management and Accountability Program

Corrigendum Reference Number: Corrigendum 02/157/DIF/WB/Tender/2020
Dated 18th March 2020

RFP Reference Number: 157/DIF/WB/Tender/2020
Dated 11/02/2020

Important Note: -

1. Bidders are requested to submit a signed copy of all corrigendum with Proposal Submission.
2. In Table of Clauses, page no V; Part II - "Section 7 : Terms of Reference" shall be considered written.
3. The response of Pre-bid queries is attached herewith at Annex "I".
4. The due date of proposal submission for Request for Proposal (RFP) for "Selection of Consulting Services: Program Management Consultant (PMC) for Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh, India" has been extended to Friday 03rd April 2020 till 03.00 PM and Opening of Technical Proposal shall start on Saturday 04th April 2020 12.30 PM.
5. With regard to the penalty provisions as specified in clause 13.1 a new clause **13.2 stands inserted** which reads as "**Penalties shall be capped to maximum of 12% of total contract value. Beyond 12% of total penalty, the Purchaser has the right to terminate the contract or a portion or part of the work thereof**".
6. With regard to the penalty provisions as specified in clause 30.2 a new clause **30.3 stands inserted** which reads as "**Penalty provisions as per Clause 13.2 shall also be applicable**".

7. Clause 49 of the RFP which reads as "*Disputes shall be settled by arbitration in accordance with the local law. 2. Rules of Procedures.....4 (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.*" is changed and shall now be read as

" 49.1 Disputes shall be settled by arbitration in accordance with the local law.

49.2 Miscellaneous. In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Courts at Raipur, Chhattisgarh, INDIA (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement"

8. The Clause on **Time Duration** which reads as - "*The total project period will be 36 months. Initially, it would be for a period of 24 based on progress and emerging requirement*" is changed and shall now be read as "**The total project period will be 36 months subject to review of the performance vis-a-vis achievement of the milestones. Non-satisfactory achievements attributable to the consultant would attract invocation of penal provisions followed by termination of the contract. The termination of the contract will be done as specified in Clause 19 a.**

9. With regard to the penalty provisions as specified in clause 13.1 a new clause **13.2 stands inserted** which reads as "**Penalties shall be capped to maximum of 12% of total contract value. Beyond 12% of total penalty, the Purchaser**

has the right to terminate the contract or a portion or part of the work thereof".

10. With regard to the penalty provisions as specified in clause 30.2 a new clause **30.3 stands inserted** which reads as "**Penalty provisions as per Clause 13.2 shall also be applicable**".

Pre-bid queries -Responses

S. No	Page No.	Clause No.	Details	Clause of the RFP on which Clarification is required	Clarification required/ change requested	DIF Response
1	13	13.1.2	Clarification and Amendment of RFP	If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals	<p>§ Even in case of minor modifications, the RFP alongwith pre-bid queries has to be sent to internal compliance team for final vetting and approval to bid.</p> <p>Therefore, it is requested to factor atleast two week of additional time from the date of issue of pre-bid clarifications even in case of minor modifications.</p>	The Directorate agrees to extend the Bid submission time by two weeks from the date of publish of pre-bid query reply/clarification.
2	18	12.6	Validity of its Proposal	The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.	<p>§ Due to unforeseen or unavoidable reasons, If the consultant is unable to extend the validity, will the EMD be refunded. Kindly confirm.</p>	EMD will be refunded in case the either of the party is unable to extend the validity.
3	29	13.1	Clarifications/queries	Clarifications may be requested no later than 07 days prior to the submission deadline.	<p>Considering that we will need to change/modify the response to the RFP based on your response to the Clarifications/ queries.</p> <p>We request you to provide at least 2 weeks' time for submission of the proposal from the date of providing the response to Clarifications/queries.</p>	The Directorate agrees to extend the Bid submission time by two weeks from the date of publish of pre-bid query reply/clarification.
4	30	14.1.3	Key Experts' time	The Consultant's Proposal must include the minimum Key Experts' time-input of 144 person-months.	<p>It is understood that CVs of only Key experts will be considered for evaluation. Consultant should provide the deployment plan for the key experts and non-key experts and accordingly provide the financial quote.</p> <p>Kindly confirm if Non-key experts costing needs to be included in the Financial quote.</p>	Non-key experts costing is not required in the Financial quote as Non-key experts are Not envisioned in the tender and are removed from the tender.

5	32	21.1/Sl. No.2	<p>The applicant must satisfy the mandatory criteria as below:</p> <p>2. Minimum Experience</p>	<p>Should have experience as Program Management Consultancy (PMC) in at least three Government assignments including Quasi Govt agencies/PSU relating to implementation of IT projects in India in the last 5 years with a minimum PMC value of 1 cr. per project, out of which 1 project should be in IFMIS Implementation with the project implemented in multiple locations and with minimum of 100 users.</p>	<p>i. It may be kindly noted that different clients use different terminology to refer to IT implementation in public finance. For example, it is referred to as public finance management system, comprehensive financial management system or PFMS. As long as the scope of services delivered is similar to the scope in RFP, it is understood that the project experience will be considered even though the key word may be different. Please confirm.</p> <p>ii. One of the projects in PFMS of value >1 cr was implemented across multiple locations and more than 100 users. However, the work orders from the client don't typically mention the users or locations in such detail. Therefore it is requested to either modify the requirement to remove "minimum 100 users" or advise how the consultant can comply with the criteria given that the WO may not mention the number of users. Overall it is requested to modify the clause as: "Should have experience as Program Management Consultancy (PMC) in at least three Government assignments including Quasi Govt agencies/PSU relating to implementation of IT projects in India in the last 5 years with a minimum PMC value of 50 Lacs per project, out of which 1 project should be in Public Finance Management / IFMIS Implementation with the project implemented in multiple locations."</p>	<p>1. Project experience will be considered if the Project stating the scope is same as defined in the RFP like IFMIS or PFMS.</p> <p>2. Client certificate stating 100 users are using the system under the stated project will be considered.</p>
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6	10.1/17.4	Proposal Submission	<p>10.1 The Proposal shall comprise the following three (3) envelopes/Parts:</p> <ul style="list-style-type: none"> a. Envelope 1: "Key Submissions" (All documents should be Scanned, uploaded and submitted in original sealed Part.) b. Envelope 2: "FULL TECHNICAL PROPOSAL (FTP)" (All documents should be Scanned, uploaded and submitted in original sealed Part.) c. Envelope 3: "FINANCIAL PROPOSAL (FTP)" (All documents should be Scanned, uploaded and submitted in original sealed Part.) <p>17.4 The Consultant must submit following in online mode only:</p> <ul style="list-style-type: none"> (a) Key Submissions (b) Technical Proposal 	<p>Instructions under Clause 10.1 & 17.4 for bid submission appear to be inconsistent. As per the clause 10.1, we understand that the proposal should be scanned and uploaded and the original to be submitted in 3 sealed envelope. However, as per clause 17.4, it is read that the proposal should be submitted in online mode only.</p> <p>Reading the two clauses together, it is requested to clarify if the entire bid is to be submitted in online mode only as per 17.4 or conditions in clause 10.1 shall prevail and hard copy of original also needs to be submitted. Also clarify that in case conditions under 10.1 shall prevail, all 3 envelopes have to be submitted in online as well as hard copy formats?</p>	Proposal needs to be submitted online only on e-procurement portal.
7	69	Section 7 : Terms of Reference	Detailed Scope of Work Part-A	<p>Support Department of Institutional Finance, GoCG to work with participating department to develop annual action plans, budgetary requirements and allocations; Support the program teams in each of the partner departments in preparing the output matrix and the corresponding work plan with clear timelines, measurable targets, and work delegation;</p>	<p>It is mentioned to support Department of Institutional Finance, GoCG to work with participating department, Could you please let us know list of the participating departments and please elaborate the activities need to be performed in these Departments.</p> <p>All the Head of Departments (HoDs) of Government of Chhattisgarh including Finance Department of GoCG alongwith the Core Finance Department are the participating departments. All work related to the system which is defined in the detailed scope of the RFP is to be performed.</p>

8	73	K2	List of Key Experts K2	<p>Business Analyst: He/She should be a Graduate and should have minimum 5 years of experience as a Business Analyst. Should have experience of As-Is, To-Be, Business Process Reengineering, System Requirement Specifications and System Testing. Should have experience of working in at least one IFMIS project in India.</p>	<p>Business analyst is responsible for bridging the gap between IT and the business using data analytics to assess processes, determine requirements and deliver data-driven recommendations, Business Process Reengineering, System Requirement Specifications and System Testing. However, the activities will be common across all the domains. As the experience required for Business Analyst is only 5 years and it would be difficult for someone to have worked on the end-to-end Government Financial Management Information System. Hence, it is requested to change to “Should have experience of working in at least one Government project in India”</p>	<p>Business Analyst: He/She should be a Graduate and should have minimum 5 years of experience as a Business Analyst. Should have experience of As-Is, To-Be, Business Process Reengineering, System Requirement Specifications and System Testing. Should have experience of working in at least one government project in India relating to Public Finance.</p>
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9	73	K3	List of Key Experts K3	<p>System</p> <ul style="list-style-type: none"> . The consultant should be a Graduate in Computer Engineering or MCA or Masters in Computer Science. . Total Experience of 7 years or more as IT . Solutions Architect (including Technical Architectural Consulting) . Should have understanding of high level and low level design elements and should be able to define system solutions based on user/client needs, cost and required integration with existing applications, systems, or platforms. . Experience of working in at least one . Government Integrated Financial Management System <p>Architect:</p>	<p>A systems architect designs a complex system as a whole - from the software, hardware and configurations, network high level and low level design.</p> <p>However, the system architecture principles will not change based on the specific domain (ex: finance).</p> <p>Hence it is requested to change to “Experience of working in at least one Government project at National/State level.”</p>	<p>Should have experience of working in at least one Government project relating to Public Finance.</p>
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10	13 – 14 91- 92	3 & 21	<p>Conflict of Interest</p> <p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p> <p>a. Conflicting activities</p> <p>(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> <p>b. Conflicting assignments</p> <p>(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-</p>	<p>It is our understanding that the terms in clause 3 & 21 (conflict of interest) like consultant, firm & experts are curtailed to the consultant's engagement team which will be performing the services under this contract.</p> <p>Kindly confirm our understanding.</p>	<p>Conflict of interest clause will be applicable to the consultant team which will be performing the services under this contract.</p>
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consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

11	74		Time duration	<p>Time duration: The total project period will be 36 months. Initially, it would be for a period of 24 months with a possible extension for a further period of 12 months, subject to satisfactory progress report by a mid-term evaluation. The review will incorporate modification, abandonment or inclusion of activities based on progress and emerging requirements.</p>	<p>Request you to kindly confirm if the Financial Quote for need to be submitted for 24 months or for the total project duration of 36 months.</p>	<p>The Financial Quote needs to be submitted for 36 months.</p>
12	108	30.2	Replacement of Key-experts	<p>Any change in team composition of Key Experts for conducting activities of Part A during the tenure of the assignment should be followed only after approval of the authority. Such change would attract a penalty of INR 2,00,000 from the professional fees for each such change in key personnel. The penalty specified above will not be applicable in case of resignation, demise, disablement of the personnel or removed at the behest of the authority. Consultant has to give an affidavit that the Key Experts being substituted is no longer in service/ association with the consulting firm on any other project.</p>	<p>It will be our endeavor to ensure that the proposed team continues during the entire project duration of 24+12 months. Continuity of resources also benefits the organization in ensuring continued delivery of project. However, this is a fairly long duration and there is always a possibility of resource replacement beyond the control of consulting organization. Therefore, given the project duration a penalty of 2,00,000 on each replacement is very high. Almost every other case of replacement it is beyond the organization's control. While such situation will be mutually resolved, for obtaining internal approvals from contract compliance team, request the penalty to be changed to INR 50,000 if resource not replaced with an equivalent resource within mutually agreed upon time.</p>	<p>Penalties shall be capped to maximum of 12% of total contract value. Beyond 12% of total penalty, the Purchaser has the right to terminate the contract or a portion or part of the work thereof.</p>

13	107	27.1 (ii, iii & iv)	<ul style="list-style-type: none"> ii) The consultant shall not retain any copy(ies) of any document(s), data, reports, data and information such as maps, diagrams, plans, database, other documents etc. (iii) The consultant shall not retain any copy(ies) of any software prepared/created in the performance of services. (iv) The consultant shall not retain any copy(ies) of other documents, supporting documents, records, or material compiled or prepared by the consultant for the client in the course of performance of services. 	<p>It is request you amend 27.1 (ii, iii & iv) to permit the consultant retain the copies of documents. Consultant may be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned herein Accordingly, we request you to amend the clause as :</p> <p><i>The consultant shall be permitted to retain copy(ies) of any documents, data reports, data information and supporting document records, or material compiled or prepared by the consultant for the client in the course of performance of services. Such retention shall be subject to consultant's confidentiality obligation under the contract.</i></p>	AS per RFP	
14	106	23.1 & 23.1 (b)	Limitation of the Consultant's Liability towards the Client:	<p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not:</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from</p>	<p>In the absence of an overall cap on the consultant's liability, the consultant will have unlimited liability in this regard arising out of the services under the agreement or in relation thereto.</p> <p>The limitation of a liability is a contractual obligation and it is not prohibited under any applicable law in India</p> <p>Therefore, It is requested to delete the word "property" from clause 23.1 (a) and please delete entire clause 23.1 (b).</p> <p>As alternative please include the following clause:</p> <p><i>In accordance with standard industry practice, the consultants's aggregate liability under this RFP and in connection with the services shall be for direct damages and shall be limited to one time the fees paid to the consultant</i></p>	Consultant's Liability towards the Client will be limited to the total cost of the this Consulting assignment.

				liability which is prohibited by the “Applicable Law in India”.		
15	14, 92	21(b)	b. Conflicting assignments b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.	It is requested to modify "Affiliates" as "Affiliates in India".	AS per RFP

16.	93	25	Accounting, Inspection Auditing	and	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)</p>	<p>As the consultant has confidentiality obligations towards clients & other parties and keeping in mind the clients own business, therefore we request for the confidential treatment of the audit & inspection and restricting it to the documentation pertaining to the engagement under this contract</p> <p>Hence, It is requested to introduce the below clause 25.3 along with the clause 25.1 and 25.2</p> <p>25.3. Any audit shall be subject to the following: (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Employer or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof; (iii) the auditors or the representatives of Employer for the audit shall not be bidder's competitors; (iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the audit, shall be shared with Employer and be discussed and agreed mutually with Employer and bidder for its closure.</p>	AS per RFP
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17.	106, 108	13.1 & 30.2	Penalty	<p>13.1 Commencement of Services: The number of days shall be 15 days Deployment of resources is expected within 15 days of issuance of work order. Any delay in deployment would attract a penalty of INR 1,00,000 per resource per week from the professional fees.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p> <p>30.2 Any change in team composition of Key Experts for conducting activities of Part A during the tenure of the assignment should be followed only after approval of the authority. Such change would attract a penalty of INR 2,00,000 from the professional fees for each such change in key personnel. The penalty specified above will not be applicable in case of resignation, demise, disablement of the personnel or removed at the behest of the authority. Consultant has to give an affidavit that the Key Experts being substituted is no longer in service/ association with the consulting firm on any other project.</p>	<p>In order to calculate the amount of risk and liability on either side, it is recommended to cap the amount of penalty. Therefore, it is requested to put a cap of 5% of the contract value to be applicable across all Service Levels for penalties</p>	<p>Penalties shall be capped to maximum of 12% of total contract value. Beyond 12% of total penalty, the Purchaser has the right to terminate the contract or a portion or part of the work thereof.</p>
18.	110	49 (2)	Disputes shall be settled by arbitration in accordance with the local law	<p>Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p>	<p>As clause 49 provides that arbitration that disputes shall be settled by arbitration in accordance with the local law, therefore request you to amend clause 49 to provide the proceeding under the arbitration to be held in accordance with the arbitration and conciliation Act, 1996. According we request you to change the clause "Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996." Further we request you to provide for the appointment of the sole arbitrator with the mutual consent of both the parties</p>	<p>Disputes shall be settled by arbitration in accordance with the local law of State of Chhattisgarh. Clauses 49(2)-49(4) are hereby omitted.</p>

19.	110	49 (4)	Disputes shall be settled by arbitration in accordance with the local law	4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the	The clause has the reference to paragraphs 1(a) through 1(c), however the mentioned paragraphs 1(a) through 1(c) are missing in the RFP document.	Clause 49(4) is hereby omitted.
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Sl. No.	Page No. in RfP	Para No. in Datasheet	Description	Clause	Query	DIF Response
1.	28	Instructions to Consultants E. Data Sheet B. Preparation of Proposals 10.1 a. ii	Earnest Money Deposit (EMD) for an amount of INR 5 Lakhs. As the bid is to be submitted only online, the bidders are required to make online payment(s) of EMD using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link (Payments accepted online on the eProcurement portal https://eproc.cgstate.gov.in).		<p>Request consideration of EMD in physical form* in the name of: Director, Directorate of Institutional Finance, Government of Chhattisgarh, 4th Floor, Block – I, Indravati Bhawan, Nava Raipur Atal Nagar, Chhattisgarh, India</p> <p>*The EMD may be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. Scanned copy of the EMD may be submitted on the portal, while the physical copy of the EMD may be submitted directly to the office of DIF within one day of online proposal submission.</p>	EMD to be submitted online only.
2.					Request clarification on our understanding that the EMD will be refunded to respective unsuccessful bidders.	EMD will be refunded to the respective unsuccessful bidders.

Sl. No.	Queries	DIF Response
1	Will the department engage a independent S/W development agency using an RFP to develop the new version of e-Kosh? In this regard, whether the consultant is required to draft a RFP?	NIC has been engaged for the software development . Consultant may also need to develop the RFP in case directorate decides to engage any independent agency too for any development related to the System.
2	The RFP talks of program management as scope of work for the consultant, yet the team does not have a project manager as a resource required.	As per RFP
3	Who will be responsible for any delay that may happen to the project because of reasons attributable to SI/NIC? What will happen if the project duration exceeds 36 months because of reasons beyond the control of the consultant?	A committee formed by DIF may decide on the reason of delay and will set the responsibility.If the delay is not attributable to bidder no Liquidation Damages will be applicable
4	How does the department feel that the development of the software finish within the prescribed period of 12 months?	As per RFP
5	Are the resources required to be deployed at client location during the entire duration or can work from home location?	Resources will be deployed at client's location.
6	The penalty of 100,000 per week for delay in deployment of resource is significantly high and we would request you to reconsider the same.	Penalites shall be capped to maximum of 12% of total contract value. Beyond 12% of total penalty, the Purchaser has the right to terminate the contract or a portion or part of the work thereof.
7	A compelling proposal would take time and we would request you to kindly provide additional days for submitting our proposal.	The Directorate agrees to extend the Bid submission time by two weeks from the date of publish of pre-bid query reply/clarification.
8	Technical Evaluation Criteria talks of adequate experience. What number of projects/citations would constitute such adequacy?	As per RFP
9	ICT Infrastructure plays a crucial role in the success of any IFMIS solution. Who will be providing the IT hardware and network infrastructure for the project? Is the consultant expected to provide ICT infrastructure sizing and consulting support as well?	Consultants are also expected to provide ICT infrastructure sizing and consulting support too.

10	Rollout of IFMIS requires a rigorous training and a helpdesk to record concerns and issues of the users with the solution. The RFP does not speak about any helpdesk. Who will be responsible for operating the helpdesk and is the consultant required to provide assistance in this regard?	The helpdesk will be provided by the Software developing agency.
11	The number of resources suggested do not seem to meet the needs of the project adequately. Is the consultant allowed to suggest additional resources based upon the needs of the project?	As per RFP

S. No.	RFP documents reference (Section no., page no.)	Content of RFP			Clarification / Modification Sought	DIF Response
	requiring clarification					
1.	Section 7 : Terms of Reference, PART B - Technical Assistance for strengthening Public Financial Management, Page 69	PMC team will assist the Directorate of Institutional finance in fulfilling the indicative set of activities detailed out herein, including providing learning from similar activities taken up in other states by the PMC in supporting the Finance Department for achievement of the following key outcomes.			We understand that Part B of the scope of work requires assistance in various other fields of PFM which require skillsets different from the experts (K1-K4) which have been asked for in the RFP (page 73). Therefore our understanding is that additional experts with requisite skillsets would be deployed on need basis. Please confirm our understanding	As per RFP
2.	Section 7 : Terms of Reference, List of key experts (Page 17)	K-4	PFM Specialist	• He/she should be a Chartered Accountant/MBA, MA Economics with a minimum experience of 7 years • Should have a proven track record of successfully implementing large-scale	Request you to modify the years of experience requirement for the PFM Specialist as follows. This will allow us to choose from a wider pool of resources and present the most appropriate CV:-	As per RFP

		<p>financial management system in the Public Sector.</p> <ul style="list-style-type: none"> • Should have understanding of GFRs of Government of India and/or States. Also should have experience of working in State Financial function either as a consultant or practitioner. • Should have previous experience in developing or updating financial rules/codes. • Should have experience in various PFM module 	K-4	PFM Specialist	<ul style="list-style-type: none"> • He/she should be a Chartered Accountant/MBA, MA Economics with a minimum experience of 6 years • Should have a proven track record of successfully implementing large-scale financial management system in the Public Sector. • Should have understanding of GFRs of Government of India and/or States. Also should have experience of working in State Financial function either as a consultant or practitioner. • Should have previous experience in developing or updating financial rules/codes. • Should have experience in various PFM module 	
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3.	Section .Instructions to Consultants and Data Sheet- A.3.c 2 Conflicting relationships on page 14	Relationship with the Client's staff: A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.	For a large firm like ours, it would be difficult to confirm / adhere to this clause. Thus would request you to limit this clause only for the team members being proposed for this project and not the entire firm.	As per RFP
4.	Section II. General Conditions of Contract - C.22. Confidentiality, clause 22.1	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.	We request you to consider the following revised clause: "Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year."	As per RFP

5.	Section II. General Conditions of Contract - C.25. Accounting, Inspection and Auditing, clause 25.2	<p>The Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, <i>inter alia</i>, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>	<p>We understand that site inspection is necessary, however, we would request you to limit this to visit of Project office and audit of relevant project documents only. We request you to please consider this.</p>	As per RFP
6.	Section III – Special Conditions of Contract Clause 24.1 (d)	<p>employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;</p>	<p>We would like to intimate the following in this regard:</p> <p>Deloitte has Group Personal Accident Policy insurance coverage depending upon the category of the staff and Personal Medical Insurance coverage depending upon the size of the employee's family. Worker's compensation insurance is not applicable to Deloitte.</p> <p>Hope this is fine.</p>	As per RFP
7.	Section III. Special Conditions of the Contract Clause 27.1 (iv)	<p>The consultant shall not retain any copy (ies) of other documents, supporting documents, records, or material compiled or prepared by the consultant for the client in the course of performance of services.</p>	<p>We request you to consider the revised clause,</p> <p>as:</p> <p>The consulting firm may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligation.</p>	As per RFP

8.	Section III. Special Conditions of the Contract Clause 27.1 (vii)	<p>The consultant shall maintain absolute confidentiality regarding the performance of services under this contract during the performance of services and even after the expiration of this contract and shall not disclose any information whatsoever without the prior written approval of the client.</p>	<p>We request you to consider the revised clause:</p> <p>The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.</p>	As per RFP
9		<p>Please extend the submission deadline by a week to 18th of March</p>		<p>The Directorate agrees to extend the Bid submission time by two weeks from the date of publish of pre-bid query reply/clarification.</p>

Sl. No.	Queries	DIF Response
1	Minimum Fees or estimated budget not mention in RFP, so kindly provide the same.	As per RFP
2	Kindly provide the details of manpower required for finance related work in this	As per RFP