

**Pre-bid Clarification: RFP for Selection of an agency/agencies for Design and Production of States' Startup Ranking 2019 Reports, 4-Year Achievement Report for Startup India, and Coffee Table Book for National Startup Awards**

#	Ref. Section No.	Ref. Clause	Clarification Requested	Invest India Response
1.	2.8.4 Pre-qualification Criteria	The bidder must have successfully completed <b>at least 1 similar project</b> over the last two years having a minimum order value of INR Twenty Lakhs.	“ <b>Similar project</b> ” herein referred does not clearly specify the details of project	Refer to Clause 5.1.4 (Scope of Work)
2.	2.8 Pre-Qualification Criteria: 2.8.5  2.29 Data Sheet: Point 3: Pre-Qualification Criteria: 2.23.13	The bidder must have an Annual Turnover of at least <b>INR 25 crores</b> over the past three years.	Since, bidder will be selected under the Combined Quality cum Cost Based System method (CQCCBS) and for getting the quality bids the Annual Turnover may be increased	Clause remains as it is
3.	2.12.1 Conflict of Interest	A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.	Invest India is requested to amend the Clause such that it addresses conflict of interest that the deployed team of the Agency should not be working on related projects of other clients during the engagement duration.	It is expected that the Agency will not have the same team engaged in a program of similar nature with other clients and will strictly enforce restrictions to prevent sharing of sensitive information between different teams, unless authorised by Invest India. This restriction will also apply on individual members of the team from the Agency, and this will last for 12 months from the conclusion of the individual's work with Invest India on the Engagement.
4.	2.21.3 Submission, Receipt, and Opening of Proposals  Pointer 15	It is proposed to have the following Envelope System for this bid: a. Envelope 1: i. Pre-qualification Proposal, a copy and a pen drive ii. One original, 2 copies and a pen drive	The mode of submission via email mode has not been clarified. Please explain if the Pre-qualification proposal and Technical bid may be	The submission can only be made through post and pen drive. Submission through an email is not acceptable.

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		<p>of Technical Bid</p> <p>b. Envelope 2: Financial Bid(s)</p> <p>c. Envelope 3: Both the above envelopes in Envelope 3</p> <p>Address to submit an original, Two (2) additional copy of each proposal and one soft copy of technical proposal in the form of an email</p>	submitted through email	
5.	2.29 Data Sheet; Pointer 16	<p>Proposals submission date: Not later than the following date and time: Date: 18th February 2020 Before 11 am</p> <p>Clarification and Amendment of RFP Documents: Bidders may request for clarifications on any of the RFP documents up to the date indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to Invest India's address indicated in the Data Sheet</p>	The date of release of addendum to RFP being 10th February 2020 and the proposal submission date being 18th February 2020, with no specific timeline for clarification; Invest India is hereby requested for deadline extension.	Due to the project timelines, this clause cannot be altered
6.	2.29 Data Sheet, Pt. 18. (i). Past Experience in work of similar nature (b)	Number of similar projects successfully completed for international organizations during the last two years	Will marking schema for these corresponding criteria be <b>progressive or absolute</b> based on years of experience/ projects?	Marks will be given on the basis of number of projects executed in last two years, with maximum marks capped at 5.
7.	2.29 Data Sheet, Pt. 18. (ii). Manpower, Skill Set, Team Composition & Deployment	Composition of the project team and details of specific qualifications, skills/ competencies/ expertise of the key professional staff. Resumes of team members to give details of Education Qualification, implementation of similar	Clear marking schema on specific qualifications, skills/ competencies / expertise of the key professional staff has not been provided.	Clause remains as it is

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		assignments, relevant services carried out in the last 2 years, Client/ User Testimonials/ credentials		
8.	2.29 Data Sheet, Pt. 18 (ii)  Form Tech 6	Composition of the project team and details of specific qualifications, skills/ competencies/ expertise of the key professional staff. Resumes of team members to give details of Education Qualification, implementation of similar assignments, relevant services carried out in the last 2 years, Client/ User Testimonials/ credentials  Team Composition and Task Assignment/ Jobs (A) Summary of Project Team/ Team Composition	Please specify the job responsibilities of the Technical/ Managerial staff and Support staff.  Please clarify the minimum education qualifications for Technical/ Managerial staff and Support staff.	Clause remains as it is
9.	Form Fin 1: Financial Proposal Submission Form  Form Fin 2: Lumpsum Cost as per TOR of Section 5 Clause 2.21.4 Envelope 2: Financial bid	In accordance with your Request for Proposal dated 10th February 2020 and our Technical Proposal, our attached Financial <b>Proposal(s)</b> (in one sealed envelope) is for the sum of [Insert amount(s) in words and figures]. Bidder must submit their financial bid for the total scope of work  The Financial bid shall be submitted in a sealed envelope as per the format prescribed in Section 4 of this RFP. In case the agency is bidding for both parts, a separate financial bid shall be submitted for Part 1 and Part 2 as mentioned in Section 5 (Scope of Work)	Please clarify if the agency is bidding for both parts, does the agency need to submit Envelope 2 comprising of 3 proposals: One consolidated, One for Part 1 and One for Part 2	Yes. In case the agency is bidding for both the parts, the financial proposals will have to be submitted in separate envelopes, along with Envelope 1 (Combined Technical Proposal and Pre-qualification proposal)

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10.	5.1.4 Scope of Work	The <b>project staff</b> should be available to work from our office (Invest India) for minimum 5 days, for consultations on design, and production	Clarification on project staff whether technical only or both technical and support staff not specified clearly	Only technical Staff
11.	5.1.4 Scope of Work: PRINTING OF THE DELIVERABLES	Minimum number of pages expected for each deliverable are given below:	Clarification on number of sets of each deliverable to be printed as per the prescribed printing quality by Invest India is not specified	Number of pages are specified below: <b>Part 1:</b> (a) SRF National Report SRF: 1000, State Reports: 30 copies for each state (b) 4-year Achievement Report: 750 <b>Part 2:</b> Coffee Table Report for NSA: 750
12.	Part 1(b): 4-Year Achievement Report of Startup India		Clarification on whether Invest India will provide the background information for the content of the Book or not, is not specified	Data points for all three deliverables will be provided by Invest India. The partner will be expected to develop the report basis the requisite data points, and in consultation with Invest India team.
13.	6.2.2.7 Termination: 6.2.2.7.1 (f)	(f) If the Agency fails to provide the quality services as envisaged under this Contract. The Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Agency to improve the quality of the services.	The quantifiable criteria for evaluation on <b>quality services</b> of the deliverables submitted by the agency may be provided by Invest India	Clause remains as it is
14.	6.2.2.7.2 By the Agency	The Agency may terminate this Contract, by not less than thirty (30) days' written notice to Invest India, in case of the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 6.2.2.7.2.	Invest India is requested to amend the same as below: The Agency may terminate this Agreement, or any particular Services, immediately upon written notice to Invest India if the Agency reasonably determines that it can no longer provide the Services in	Clause remains as it is

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			accordance with applicable law or professional obligations.	
15.	6.2.2.7.3 Cessation of Rights and Obligations	Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 6.2.2.7 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 6.2.3.3 hereof, (iii) the Agency's obligation to pay Damages or Liquidated Damages permit inspection, copying and auditing of their accounts and records as set forth in Clause 6.2.10 hereof, and (iv) any right which a Party may have under the Law.	Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 6.2.2.7 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 6.2.3.3 hereof for an additional period of three years, (iii) the Agency's obligation to pay Damages or Liquidated Damages permit inspection, copying and auditing of their accounts and records as set forth in Clause 6.2.10 hereof, and (iv) any right which a Party may have under the Law.	Clause remains as it is
16.	6.2.6 Payments to the Agency: 6.2.6.1 Total Cost of the Services: (b) Form Fin 2: Lumpsum Cost as per TOR of Section 5: BID PROPOSAL SHEETS: Note	The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.	The cost estimate for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights depends on the type/ scale of content, images, illustrations or any other relevant content selected at the time of development of deliverables and may vary accordingly	Clause remains as it is
17.	6.2.5 Obligations of Invest India	6.2.5.1 Assistance and Exemptions: Unless otherwise specified, Invest India shall use its best efforts to ensure that it shall: (a) Provide to the Agency and Personnel any such other assistance to facilitate performance of the Contract.	Invest India is requested to amend the same as below: <b>6.2.5.1 Assistance and Exemptions:</b>  Unless otherwise specified, <b>Invest India</b> shall use its best efforts to	Clause remains as it is

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			ensure that it shall: (a) Provide to the Agency and Personnel any such other assistance to facilitate performance of the Contract	
18.	6.2.10.4 Liquidated Damages	Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the Agency herein, in no event shall the aggregate liability of the Agency under this agreement exceed the total cost of services paid to the Agency.	Invest India is requested to amend the same as below: Notwithstanding anything to the contrary contained in this agreement <del>but subject to the indemnifications specifically agreed to by the Agency</del> herein, in no event shall the aggregate liability of the Agency under this agreement exceed the total cost of services paid to the Agency.	Clause remains as it is
19.	6.2.11.1 Performance security  Printing of the deliverables	For the due performance of the program/ project in accordance with the terms and conditions specified in the Letter of Award (LOA) the Agency shall on the day or before signing the Contract which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to Invest India a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount equal to 10% (Ten Percent) of cost for application design, development and implementation of the project which (Part A of the financial bid) This performance guarantee will be released upon fulfillment of all responsibilities for completion of application design, development and implementation and on submission of a fresh bank guarantee for an amount equal to 10% (Ten Percent) of the cost of Maintenance of	Please clarify if this has to be 10% for the complete financial bid: Part 1, Part 2, Graphic Design and Printing of the deliverables. Please clarify if the financial proposal needs to include the quotation for printing the given number of pages (only one set): 1050 pages or, for a given set of copies  <b>(which needs to be specified)</b>	The Performance Security will be 10% of the financial bid amount quoted by the bidder. The financial bid has to be submitted <b>separately</b> for Part 1 and Part 2

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		the system (Part B of the financial bid). This fresh bank guarantee may be discharged after successful completion of the whole Project The agency would be required to submit quotes for printing the given number of pages. However, the billing will be done as per the actuals		
20.	6.2.16 Miscellaneous Provisions (v), (vi)	v. The Agency shall at all times indemnify and keep indemnified Invest India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Agency. vi. The Agency shall at all times indemnify and keep indemnified Invest India against any and all claims by Employees, Workman Companies, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of their wages, salaries, remuneration, compensation or the like.	(v) <b>Subject to the maximum limit of the contract value</b> , the Agency shall at all times indemnify and keep indemnified Invest India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Agency. (vi)The Agency shall be liable to <del>at all times indemnify and keep indemnified</del> Invest India against any and all claims by Employees, Workman, Companies, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of their wages, salaries, remuneration, compensation or the like.	Clause remains as it is
21.	New Clause		Invest India shall not recover from the Agency, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with	No change required

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			claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated	
22.	2.8.4	The bidder must have successfully completed at least <b>1</b> similar project over the last <b>two years</b> having a minimum order value of <b>INR Twenty Lakhs</b> .	Can you Skip this we are a startup with more than 20 Lakhs work order	DPIIT recognized startups are exempt from Prior Turnover and Prior Experience criteria
23.	2.8.6	Documentary proof is essential without which the proposal will be rejected. Technical and Financial evaluation will be done only for the bidders who are satisfying the above pre-qualification criteria.	What is this document	Refer to Form Tech 1B
24.	2.8.5	The bidder must have an Annual Turnover of atleast INR 25 crores over the past three years.	Required turnover is 25 Cr and we are not under that category	DPIIT recognized startups are exempt from Prior Turnover and Prior Experience criteria
25.	5.1.4	Printing of the Deliverables	<ul style="list-style-type: none"> <li>• This should be per page wise or in a single cost</li> <li>• What will be paper size</li> <li>• Type of paper required for printing</li> <li>• Is lamination required</li> <li>• Number of quantities required</li> </ul>	<p>The agency would be required to submit quotes for printing the given number of pages. Additionally, we would require quotes for extra 4 pages for all deliverables.</p> <p>However, the billing will be done as per the actuals.</p>
26.	2.29 (15)	Submission of proposals	Submission should be via mail or post, is submitting directly in-person to the office is valid	The submission can only be made through post and pen drive
27.	5.1.4	Term of Reference	Do we need to include TOR, if yes at what stage	No clarification required



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